

# 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 Passive Parks 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 THREE MILLION THREE HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED SEVENTY DOLLARS AND EIGHTY CENTS (\$3,365,770.80) 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**

By: \_\_\_\_\_  
Doug Cirbo  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
Lisa Berglund  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew Richardson  
Best Best & Krieger LLP  
City Attorney

**NIEVES LANDSCAPE, INC.**

By: \_\_\_\_\_  
DocuSigned by:  
Greg Nieves  
FA9666BCE9064F7...  
Greg Nieves  
President

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

By: \_\_\_\_\_  
DocuSigned by:  
Greg Nieves  
FA9666BCE9064F7...  
Greg Nieves  
Secretary

**EXHIBIT "A"**  
**SCOPE OF MAINTENANCE SERVICES**

CITY OF LAKE FOREST  
PASSIVE PARKS (21)  
LANDSCAPE & PARK MAINTENANCE SERVICES  
SCOPE OF SERVICES

**DEFINITIONS**

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

- A. "BID ITEM" - Individual items of work in the Contractor's proposal at an agreed Unit Price for the specified Item of Work.
- B. "CITY" - The City of Lake Forest.
- C. "CITY MANAGER" - The fully appointed City Manager of the City or his authorized representative.
- D. "CONTRACTOR" - The managing individual of the contracting entity or his authorized employees or representatives.
- E. "PUBLIC WORKS DIRECTOR"- The official designated as the Public Works Director of City, or any of his authorized representatives.
- F. "PUBLIC WORKS MANAGER"- The Public Works Director's designee for bidding, awarding and administering the Contractor's work under this agreement, or any of his authorized representatives.
- G. "REPAIRS"- Work required to maintain the serviceability of all park facilities specified under this agreement that are outside the scope of the scheduled Preventative Maintenance. Repair work must be authorized by the Public Works Manager prior to the Contractor performance. After hour's repair is, work outside of normal business hours as indicated in the Contractor's Proposed Cost of Services Chart and shall be compensated at the proposed Bid Item Rate for Cost of labor for demolition, installation, maintenance, and repairs.

**1. STANDARDS OF WORK AND CONTRACTOR  
RESPONSIBILITY**

- 1.01 The Contractor shall possess and maintain a C-27 General Landscape license, C-61 and D-12 Synthetic Products (desirable) Contractor by the State of California Contractors Licensing Board through the term of the Contract. The Contractor shall perform the work described herein, in a

thorough and professional manner, so that the City of Lake Forest is provided with reliable and high quality landscape maintenance at all times.

- 1.02 The Contractor shall furnish, at Contractor's own expense, all labor, tools, equipment, and materials necessary, unless specifically excluded herein, to perform, Removal, Installation, Maintenance and Repair work and Emergency, Holiday and "After Hours" work at the Bid Item price. Cost of parts shall be paid at the Contractor's invoice cost for parts and the percentage of markup indicated in this proposal. The Contractor shall attach all receipts to said invoices for review prior to payment. In the absences of a receipt, the invoice will not be paid.
- 1.03 The Contractor's forces shall leave work areas free of all dirt, litter, or other materials utilized to perform landscape maintenance. The Contractor shall erect barricades, warning signs, and any other devices to prevent unauthorized access by the public or unauthorized City staff to work areas.
- 1.04 Landscape Maintenance shall be performed in accordance with all accepted standards for landscape installation, removal, maintenance, and repair work to the satisfaction of the City. Contractor shall immediately respond when notified by City to correct unsatisfactory work at no additional charge.
- 1.05 The Contractor shall maintain individual installation, removal, repair and maintenance logs for both routine and emergency work listing all work performed under this agreement, referred to hereinafter as "repair and maintenance logs" or "logs" for short. These repair and maintenance logs shall be emailed to Public Works Manager or designee and kept in a designated area on each site. Logs shall indicate the date of service, time of service, service performed, the superintendent and the crew performing the work and any other information that may affect current or future maintenance of the City facilities. The Contractor shall report these locations, by address, to City's Public Works Manager, or designee, within 24 hours. (Deductions may be made from the Contractor's payments if maintenance and repair tasks are not reported to City within the time allowed.)
- 1.06 The Contractor shall, during the term of this Contract, respond to all emergency phone calls to the satisfaction of the Public Works Manager, within one (1) hour of notification. Failure to comply with this requirement may result in a reduction in payment to the Contractor as determined appropriate by the Public Works Manager.
- 1.07 Contractor shall, during the term of this Contract, respond to requests for repairs, or emergency repairs as required, twenty-four (24) hours per day, seven (7) days per week, including holidays, by dispatching required staff to the site within two hours of notification.

- 1.08 The City shall provide access to all areas to be serviced by the Contractor. The Contractor shall not be held responsible for damage, should access be denied or not provided by the City.
- 1.09 The City reserves the right to procure landscape maintenance services from other vendors, as the City deems appropriate.
- 1.10 Failure to meet the requirements under this Contract may result in a deduction of pay.

## **2.00 SCOPE OF MAINTENANCE SERVICES**

- 2.01 The service areas, hours of operation, frequencies of service and equipment under the provisions of this Contract include furnishing all labor and equipment necessary to maintain grass areas, restrooms, and general park maintenance at the Passive Parks. Duties include, but are not limited to, trash collection, emptying recycle containers, cleaning of city property, maintaining and repairing irrigation systems, maintenance of drainage facilities, providing weed abatement and pest control, power washing play equipment, removing graffiti, applying paint, lacquers, water proofing, anti-graffiti coating, cleaning/repairing/painting park appurtenances (I.E. picnic tables, barbeques, trash enclosures, exercise/playground equipment, gazebos, restroom facilities, shade structures, doggy bag containers and supplies at Barker Ranch Dog Park), restroom cleaning, all restroom supplies, and other park appurtenances and facilities. Contractor may be required to participate in a City work order/asset collection software system to be procured by City sometime during contract term. Contractor will provide necessary electrical equipment such as IPAD or laptop in order to utilize software system.

### **2.01.1 GENERAL/DAILY MAINTENANCE**

General/Daily Maintenance should be inclusive of the following tasks:

1. The **daily** removal of all trash such as paper, cans, bottles, broken glass, animal feces, and any out-of-place or discarded items and debris.
2. The **daily** emptying of recycle and trash containers before noon into proper recycling bins.
3. The **daily** removal of any dead plant material or debris.
4. The **daily** removal of fallen or damaged plant material such as hanging or fallen tree limbs, leaves, branches, and tree bark.
5. Weed removal on **daily** basis and weed spraying at appropriate intervals, specified in the annual schedule

6. 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 **daily** and landfill diversion reports submitted to the City on a monthly basis. (These reports to include quantity and type of disposed material, name/location of facility used for disposal).
7. Inspect playground equipment **daily** and pressure wash all equipment on weekly basis.
8. Submit **daily** forms, reports, and photos of any damage identified and completed to Public Works Manager or representative.
9. Clean, rake and level playground wood chips **daily**, rototill wood chips quarterly.
10. **Daily** removal of graffiti and notification to City of graffiti that requires graffiti removal contractor.
11. **Daily** removal of leaf litter or other debris from sports courts and monthly pressure wash of all sports courts.
12. Sidewalk and all hard surfaces, including sport courts, need to be cleaned/blown **daily**.
13. **Daily** refilling of doggie bag dispensers before noon at Barker Ranch Dog Park.
14. **Daily** removal of spider webs, bird droppings, tape, and other foreign material from benches, tables, light fixtures, drinking fountains, gazebos, park buildings, exercise equipment, playground equipment and shade structures.
15. **Daily** cleaning, minor touch up painting and minor repairs of park appurtenances including, but not limited to, gazebos, walls, picnic tables, trash enclosures, drinking fountains, park signs, exercise and playground equipment, light poles, information kiosks, bicycle racks, and park benches. Minor repairs include, but are not limited to, tightening loose bolts and screws, replacing missing hardware, unclogging drinking fountains and drains, and other minor work as determined by the City. Major repairs and full/major repainting will be considered extra work and will require Contractor to submit a cost proposal to the City for approval.
16. Clean, rake and level play sand daily. The refilling of sand pits/areas is part of the contract and no further/additional compensation shall be granted for this work.

### **Specialty Areas**



All play and sports equipment shall be inspected for vandalism, safety hazards and serviceability daily. All deficiencies shall be reported in writing immediately to the Public Works Manager or representative. Play and exercise equipment shall be pressure washed on a weekly basis and sports courts on a monthly basis or as directed by the Public Works Manager or representative.

#### **SAND COURT AREAS –**

- A. These areas shall include tot lots, play areas, volleyball courts, basketball courts, playground and exercise equipment, etc.
- B. All areas shall be maintained weed free on a daily basis.
- C. Quarterly, all sand areas shall be rototilled to the maximum depth that will allow complete loosening of the sand but will not cause lower base materials to be mixed in with the sand. After rototilling, all areas shall be raked level.
- D. Sand shall be replenished as necessary to maintain optimum level in each area, generally six (6) inches below the top of the concrete curbing but dependent upon play equipment footing and final level shall be determined by the Public Works Manager for each area. Replacement sand shall be at least equivalent to #25 sieve Silica sand (standard designation of rock product suppliers to denote a type and cleanliness of sand) or the same as existing sand. The Public Works Manager, or representative, will make final determination. A maximum of 11" below slides and access platforms shall be kept to comply with the Consumer Product Safety Guidelines and National Playground Safety Institute (NPSI) for Playgrounds. Equipment footings and final level shall follow NPSI requirements and approved by the Public Works Manager.
- E. All sand areas shall be raked level and free of any foreign debris on a daily basis. Sidewalks adjacent to tot lots shall be blown or swept daily, as required.

If at anytime, due to inclement weather or other causes, the sand court areas become flooded and there is standing water, it will be the Contractor's responsibility to remove water immediately.

All sand areas are required to be inspected daily for metal and glass objects (razor blades, nails, broken glass, etc.)

#### **Engineered Wood Fiber/ Playground Chips**

- A. Rototill all Engineered Wood Fiber areas quarterly or when instructed by the Public Works Manager or representative. Wood fiber shall be replenished by contractors as necessary to maintain optimum levels as required by NPSI requirements without any additional compensation. Replacement wood fiber must be weed-

free and certified for playground use as approved by the Public Works Manager, or representative.

B. All wood fiber/playground chip areas shall be raked, cleaned and leveled on a daily basis.

C. All wood fiber/playground chip areas should be kept weed free on a daily basis.

D. All areas should be kept trash and debris free on a daily basis.

E. If at any time, due to inclement weather or other causes, the Engineered Wood fiber/playground chip areas become flooded and there is standing water, it will be the contractor's responsibility to remove water immediately.

F. No foreign debris (example sand, soil, trash, debris, etc.) should be allowed to mix with engineered wood fiber/playground chips surfacing.

G. Engineer wood fiber areas are required to be inspected daily for metal and glass objects (razor blades, nails, broken glass, etc.)

H. Contractor will be required to refill wood fiber chips as requested by Public Works Manager.

#### **Rubberized / Synthetic Turf Surface Areas**

A. All areas shall be maintained weed free on a daily basis

B. All areas shall be kept trash and debris free on a daily basis

A. All areas shall have stains removed and areas brushed or groomed to maintain appropriate appearance

D. All areas shall be cleaned and maintained daily. Method of cleaning to be approved by the Public Works Manager, or representative. IE: water, broom, gas blower, pressure washer etc. Any damage to rubber playground surfaces must be reported to the Public Works Manager, or representative, immediately. Contractor may be required to repair the damaged area and shall receive additional compensation as determined by the City.

#### **Hard Surface Areas**

A. These areas shall include, but not limited to, concrete sidewalks, softball courts, basketball courts, A.C. walkways, decomposed granite walkways/areas, exercise equipment, etc.

- B. All areas shall be blown or swept weekly to remove all deposits of dirt, debris, gum, glass, silt and/or sand. Hazardous materials and substances will be removed immediately.
- C. All areas shall be inspected weekly and maintained in a neat, clean, and safe condition at all times.
- D. All spills and gum shall be removed weekly.
- E. Cracks and crevices shall be kept free of weeds at all times. Contractor will report all sidewalk trip hazards to the City and may be required to identify, in fluorescent orange paint or orange cone, hazards as requested by the City.
- F. Once a week all areas, as designated by the Public Works Manager, or representative, shall be thoroughly cleaned by pressure washed or other maintenance practices as needed.
- G. Special emphasis shall be placed on chemical edging along all trails to prevent damage by vegetation. All such damage shall be repaired at the Contractor's expense.
- H. Walkways composed of decomposed granite (DG) shall be raked and leveled weekly and kept weed free. Irrigation overspray needs to be minimized. If refilling is necessary, the Contractor may be required to refill with suitable material approved by the City at an additional cost.

**Failure to comply with the scope of work for General/Daily Maintenance shall be \$400 per incident per day.**

#### 2.01.2 GENERAL FACILITY OPERATIONS

- A. All drinking fountains shall be kept clean and operational at all times.
- B. Labor for minor repairs, including, but not limited to, unclogging fountains/drains, replacing damaged or broken parts, shall be included in the bid price for these services. Required parts plus authorized percentage mark-up to be paid by City.
- C. All repairs shall be completed within twenty-four (24) hours after damage is reported or noticed.

- D. All drinking fountains, and water features shall be inspected daily. Every instance of damage shall be reported to the Public Works Manager, or representative, in writing and photos as necessary. A log of inspections and repairs shall be maintained and submitted to the City upon request.
- E. If replacement of drinking fountains is required, a cost proposal shall be submitted for approval before replacement work is performed. Should damage be repetitive, the Public Works Manager or representative will evaluate replacement. The Contractor may be directed to furnish and install new equipment and the Contractor shall submit a cost proposal to the City for approval.
- F. The City reserves the right to procure replacement and installation of drinking fountains from other contractors.
- G. All sidewalk areas abutting maintained areas shall be cleaned when dirtied by Contractor's operations and at other times as required or as directed. All light fixtures, tables and benches will be cleaned weekly or as directed by the City.
- H. All leaves, paper, and debris shall be removed from landscaped areas and disposed of off-site daily.
- I. All barbecue grills shall be emptied of all ashes two times per week by noon or more often as determined by City.
- J. All security and sports area lighting shall be inspected weekly, and damaged or malfunctioning equipment shall be reported to the Public Works Manager, or representative. The Contractor may be directed to furnish and install new lighting equipment and shall receive additional compensation as determined by the City.
- K. All sidewalks within each park shall be swept or blown or cleaned daily, if necessary or as directed by the City, to remove any glass or heavy debris. In addition, all sidewalk areas shall be thoroughly cleaned every week on the day the area is mowed. If inclement weather is present (i.e., rain) then once a week. At no time will the 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).
- L. All water quality BMP's must be followed when working near storm drain facilities.
- M. Contractor shall clean all catch basins and strainers at all passive park grounds weekly or as directed.

- N. All light fixtures, tables and benches will be cleaned weekly or as needed r directed.

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

**2.01.3 WEED CONTROL**

General Information: Contractor will use chemical control only as necessary and after exhausting any other methods according to the basic Integrated Pest Management Control (IPMC) Methods available.

1. All weeds shall be removed upon sight, on a daily basis. Planters, all mitigation areas, non-concrete walkways, i.e.: decomposed granite, natural soil and asphalt, sidewalk expansion joints, planting beds, shall be kept free of grass and weeds at all times.
2. Natural turf grass and synthetic turf areas shall be maintained in a weed free manner at all times. Chemical control is a maintenance tool and the cost will not be reimbursed as extra work by the City.
  - Common reed (Arundo Donax) will be 100% controlled due to its fast growth and invasiveness.
3. As scheduled and when requested by the Public Works Manager, or representative, the Contractor shall spray weeds with herbicide for weed control at no additional cost to the City. Weed control is the responsibility of the Contractor. Any pre-emergent or post-emergent herbicide used will be considered a management tool and the cost will not be reimbursed by the City. Contractor shall provide City with alternatives and costs that do not contain glyphosate. Any change from using glyphosate will be negotiated during the term of the agreement.
4. Monthly, the Contractor shall complete and furnish electronic copies of an herbicide application log to the City. This log requires copies of the chemicals labels, MSDS sheets, and recommendations. These logs are in addition to the annual schedule provided to the City at the beginning of the contract. This in addition to the Notice of Intent for each time that any chemical application will be done within the City limits.
5. The Contractor shall submit a spraying schedule to the Public Works Manager, or representative, before start of any work. The Contractor will also submit a recommendation by a licensed pest control advisor naming the herbicide proposed for use, where and how it is to be applied, including acreage, and a copy of the product label and any applicable S.D.S. (safety data sheets)

information. Any changes to the schedule and the type of product will need to be authorized by City prior to application.

6. In January each year, contractor is required to submit all pertaining documentation to the City related to pesticide the application program.
7. 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.
8. Weed Control of Paved Surfaces: Contractor shall be responsible for controlling, by mechanical (above 1") or chemical (below 1") means, weeds growing in cracks, or expansion joints, and areas contiguous or within City Public Landscape. No dyes shall be used when applying liquid weed control to paved surfaces.
9. Weed Control of Landscaped Areas:
  - A. A regular program of chemical application shall be used to prevent or control weed growth, supplemented by hand removal of noxious weeds or grasses as necessary. Weeds allowed to grow taller than one inch in planter areas will be removed by mechanical means and not sprayed. Any "non-target" or "desirable" plant material un-intentionally sprayed or removed during manual weeding shall be replaced at contractor's expense.
    - 1) A selective/systemic herbicide shall be employed to control broadleaf and all other weeds as required to maintain turf in a completely weed free condition without injury to turf.
      - a) Weeds not killed with herbicides shall be removed manually. However, manual weed control shall not be substituted for herbicide applications.
    - 2) In addition, turf grass areas shall be treated as follows:
      - a) Between January 15 and February 15, a pre emergent crabgrass and goose grass control shall be applied to all turf areas.

- b) As needed a broad spectrum fungicide shall be applied at the manufacturer's recommended coverage rate.
  - 3) All planter and landscape areas are to be weed free at all times. If weeds are found, a deduction may be imposed.
- B. All restricted chemicals to be used to control weeds shall be approved by the Public Works Manager, or representative, prior to use. A written recommendation of the proposed restricted chemicals to be 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, or representative, 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 the Public Works Manager's, or representative's, written approval is obtained.
- 1) 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.
- 2) Chemicals shall be applied only by persons possessing a valid California Pest Control Operators License or Certificate 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 2 years. The Public Works Manager, or representative, shall have access to those files as required. After this period, they shall be retained in accordance with Orange County Department of Agriculture Regulations. Copies of all documentation to be supplied to the City.
- 3) Contractor shall calibrate all chemical application equipment prior to each use to ensure chemicals are applied at the rate specified in the written recommendation.
- 4) 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.
- 5) 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.
- 6) All chemical spraying operations shall be performed under acceptable climatic conditions to be determined by the Public Works Manager, or representative, in such a manner to limit drift to twelve (12) inches. All precautionary measures necessary shall be employed to ensure public safety since all areas will be open to public access during application. Contractor shall be responsible for posting proper chemical signage and notifications in all treated areas.



- 7) 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.
- C. Non-restricted chemicals shall be used whenever possible to perform weed control in turf and landscape areas.
- D. 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. No chemicals shall be applied within the drip line of any ornamental shrub or trees.
  - 4) 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.
  - 5) Contractor shall be responsible for posting proper chemical signage and notifications in all areas being treated.

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

2.01.4 GENERAL TURF GRASS MAINTENANCE

Mowing

1. General Turf Grass Maintenance should be inclusive of the following tasks:
2. All **general** turf areas shall be mowed between one time per week, or as directed by the Public Works Manager, or representative. Failure to provide a weekly mowing shall result in a performance deduction. 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. If more than 1/3 of the blade height is required to be mowed, then the contractor will be responsible for any extra mowing at no extra cost to the City.
3. Work shall be performed on the same day each week. Exact dates shall be set on an annual calendar to provide 52 mows per year. Initial annual/weekly schedule must be submitted and any changes must be approved by the Public Works Manager, or representative, prior to implementation.
4. 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 Public Works Manager, or representative, may change/amend annual schedule.
5. Cutting heights shall be adjusted to the type of grass in accordance with the following:

Rye Bluegrass Mix and Fescue	
(June through September)	3 inches
September thorough May)	2 inches
St. Augustine/Kikuyu	
(Year Round)	2inches
Bermuda/Bluegrass/Rye Mix	
(Spring)(Summer)(Fall)	1 inch
6. All warm season grasses, including Bermuda, Kikuyu and St. Augustine, shall be mowed with a sharp power-driven 7-blade reel type mower. Bluegrass and Fescue may be mowed with either sharp power-driven reel type or rotary type mowers. All equipment shall be sharp and 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.
7. When conducting "rotary type" mowing activities a mulching deck and mulching blade 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.

8. All trash, landscape litter 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 each mowing cycle.
9. All portable obstructions, such as picnic tables and trash containers shall be moved in order to mow all portions of turf.
10. All walkways, roadways, trails, or other areas dirtied by mowing operations shall be cleaned 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.
11. 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 field capacity between watering. At a minimum, omit irrigation the night prior to turf mowing. Contractor shall not irrigate Friday night, Saturday morning, Saturday night or Sunday morning unless absolutely necessary. Contractor shall obtain approval from the Public Works Manager, or representative, before any weekend watering occurs.
  12. 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 their expense.
  13. All mowing equipment shall be cleaned and mowing decks washed between each location to prevent turf contamination from site to site.

#### **Renovation. Aeration. and dethatching:**

1. All regular turf areas shall be aerated twice per year or as directed to reduce compaction/ stress conditions, which will offer greater water penetration and reduce runoff. In those areas, when soil condition is poor, top-dress may be required by the Public Works Manager, or representative. All designated sports field turf shall be aerated on a monthly basis to reduce compaction and stress.
2. Aeration shall be accomplished by removing 3/4" diameter by three-inch deep cores at a maximum spacing of six inches by use of a mechanical aeration machine. Contractor shall aerate entire area first in one direction (east to west), then repeat the operation in the opposing direction (north to south). All cores shall be removed from the turf and disposed of off-site the same day. Contractor shall be responsible for

the marking of all irrigation heads, valve boxes, quick coupling boxes, electrical boxes and any other in ground equipment that could be damaged by the Aerator tines. Should any of the above equipment get damaged during the aeration process contractor shall be responsible for immediate replacement and repairs at contractor's expense.

3. All turf areas shall be dethatched once per year between September 1st and December 1st, or as directed by the Public Works Manager, or representative.
  - a) Gradually lower the mowing height by  $\frac{1}{2}$ " each week until a  $\frac{1}{2}$ " turf height is obtained. Dethatching shall be accomplished by use of "vertical cut type" dethatch machine. The vertical cutting machine shall be set at a depth to penetrate  $\frac{1}{4}$ " below thatch layer into the soil surface.
  - b) 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.
  - c) 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.

### **Refurbishment of Turf grass**

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 perennial grass seed to restore thinning areas or re-sod as directed. **Contractor shall re-sod 25,000 square feet of turf grass area on an annual basis per contract.** The City shall determine the locations and quantities for re-sodding efforts. The cost for the annual re-sodding effort shall be included in the various cost proposal bid items for turf maintenance and no additional compensation will be allowed.

### **Winter Over seeding of All Turf Areas**

1. 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  $\frac{1}{2}$ ". 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 Public Works Manager, or representative.

2. Parks have various types of grass (i.e.: Bermuda Grass, Kikuyu Grass, Fescue Grass, Hybrid Blue Grass, etc.). and will be over seeded at the direction of the landscape maintenance inspector using seed per their direction.
3. Fertilize all grass areas to be over seeded. Broadcast 10-10-10 fertilizer at the rate of 8 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, or representative.
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.
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 depth of 1/2" during daylight hours.
10. When the perennial rye grass approaches a height of 2", 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 perennial rye grass over seeding will be completely established by November 30<sup>th</sup>.
12. After first mowing, and subsequently thereafter, fertilize with 1 lb.

N/1000 SF through the winter fertilization period.

### Reseeding

1. All bare, worn, or sparse areas in the turf shall be reseeded to reestablish turf to an acceptable condition annually or as required to maintain adequate appearance, as determined by the Public Works Manager, or representative.
2. 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 1 lb. pound of nitrogen per 1,000 square feet. Chemical formulation of fertilizer to be used shall be 10-10-10 unless otherwise specified by the Public Works Manager, or representative.
  - c) Grass seed shall be applied at the rate specified on the label for the type of seed being used for reseeded. 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 representative.
    - 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 reseeded operation.
    - v) Once seed has been applied, Contractor shall cover/top dress all seed on bare or worn areas and firm the soil with a water ballast roller either empty or partially filled depending upon soil conditions. Seed shall be lightly covered with top dress material to prevent erosion and reduce evaporation of soil moisture.
3. If the reseeded operation is determined by City to be Extra Work, the Contractor shall submit a written cost proposal and obtain all authorizations in accordance with the Extra Work provisions of this contract.

## Edging

1. All turf grass borders shall be neatly and uniformly edged or trimmed on the same schedule as the mowing operations, unless otherwise specified.
2. Mechanical methods shall be used except where physically impossible, impractical, or around trees. Turf growth around all trees shall be controlled by applying mulch not to exceed 3 feet from the trunk. String trimmers will not be permitted around tree trunks. All edging is to be completed with a fixed blade edger.
3. Chemical application shall also be used on areas such as along decomposed granite, asphalt trails/paths, fence lines, etc., but not on the field areas. Do not use around sprinkler heads, around sport/exercise equipment valve boxes, electrical boxes or along sidewalks. Contractor is responsible for any and all chemical translocation and damage caused to non-target plant material. The contractor will replace any plant material that is damaged or killed as a result of his application of chemical treatments.
4. Prior to application of chemicals, all areas shall be trimmed to the proper mow heights.
5. Contractor shall use only non-restricted chemicals to perform chemical edging. Chemicals shall be recommended by a licensed Pest Control Advisor and 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. Notice of Intent form shall be provided by City. No work shall begin until written approval is obtained from the Public Works Manager, or representative.
6. 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, submit to City and retained in an active file for a minimum of two (2) years. After this period, records shall be retained in accordance with Orange County Department of Agriculture regulations.
7. Chemical edging shall be restricted to a four inch wide strip around buildings, asphalt trails/paths, and other projections. Only use mechanical edging or borders, around tree trunks, turf areas, and sports/exercise equipment and fence lines.
8. Chemical edging shall be performed a minimum of once every 60 days.

9. All walkways, roadways, trails, or other areas dirtied by edging operations shall be cleaned 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.

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

**2.01.5 LANDSCAPE  
MAINTENANCE**

Citywide Parks should be inclusive of the following tasks:

**Trees** - Tree trimming/maintenance shall be completed on a limited basis, up to 15 feet, and only upon request by the City. This work shall only be done by certificated and experience personnel in tree pruning. 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.

1. Trees shall be pruned according to the following criteria:
  - A. Designated broadleaf trees (as needed or directed).
  - B. Designated conifers (as needed or directed).
2. Trees shall be pruned as required or directed to remove broken or diseased branches, to allow for public use access, maintenance access, and for safety. It shall be the Contractor's prime pruning responsibility to conduct a pruning program which will ultimately develop natural tree scaffolding, strength, and appearance consistent with the intended use and species of trees. Before any work commences, the Contractor will prune one (1) typical tree of each different species scheduled for pruning as an example. Any necessary corrections to the example, as determined by the Public Works Manager, or representative, shall be made prior to proceeding with production work. All major pruning operations shall be scheduled and approved by the Public Works Manager, or representative, before work begins. If pruning work is done in an unacceptable manner to the City, corrective work will be required. The City reserves the right to have corrective work done by another contractor and deduct the cost of such work from contractor's monthly services invoice.
3. Tree stakes, ties, and guys shall be checked and corrected as needed by Contractor. Ties will be adjusted to prevent girdling. Unneeded stakes, ties, and guys of trees planted after one year, shall be gradually loosened and ultimately removed. Broken stakes shall be replaced as required.



4. Topping, tip pruning, or pollarding trees will not be allowed. Pruning shall be done by a certified tree worker (under the continual supervision of a certified arborist). All cuts shall be done using proper arboricultural and horticultural practices and following ISA 300 Standard Pruning Practices. Dressing wounds will not be allowed.
5. Trees shall be pruned along sidewalks to allow an eight (8) foot clearance for pedestrians. To accommodate vehicular and equestrian traffic, clearance along curbs and trails shall be fourteen (14) feet.
6. Contractor shall perform minor tree surgery as required.
7. Ailing or stunted trees which fail to meet expected growth expectations shall be brought to the attention of the Public Works Manager, or representative.
8. 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, or representative. Tree suckers shall be removed as needed or directed by the City.
9. Lower branches can be removed only after tree is able to stand erect without staking or other support.
10. All holes from removed trees shall be filled and refilled until grade level with surrounding soil is maintained.
11. The Contractor will be responsible for staking and tying trees, as well as removing staking and tying.
12. During the year, the Contractor shall provide daily pick-up of fallen branches and tree debris.
13. All accumulated debris from pruning, trimming, and other tree maintenance shall be removed by the Contractor during that same working day.
14. If City requested, and if trees are not pruned by the specified date, the Contractor shall be issued a penalty of \$400 for failing to perform to the agreement's scope, unless the Contractor submits an acceptable written request to the City stating the reason they cannot complete the pruning by the stated date and by what date the pruning service will be completed.
15. A log of tree removal and replacement will be kept and submitted to City by the Contractor stating where and when the trees were removed and replanted, species, site, and

approximate location together with monthly invoicing and at the end of each year.

16. Any individual dead limb or branch, detached or not, is a safety hazard and will be removed as needed by the Contractor.
17. Any plants 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, or representative, shall occur if plant replacement is required by the 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, or representative, 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. Should damage occur during normal business hours, the contractual labor force will be used and no additional charges will be approved.
18. 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, mower damage, etc.).
19. If, in the opinion of the Public Works Manager, or representative, 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 as approved by the City.
20. All trees shall be pruned to prevent encroachment onto private property.
21. Pruning procedures and pruning criteria shall follow International Society of Arboriculture Standards.
22. Safety:
  - A. All structural weakness such as split crotch or limbs, diseased or decayed limbs, or severe damage shall be reported to the Public Works Manager, or representative.

- B. Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways and walkways.
  - C. Proper traffic control procedures based on the most current version of the Manual of Uniform Traffic Control Devices shall be implemented to ensure the safety of vehicular and pedestrian traffic.
23. All trimmings and debris shall be cleaned up, removed, and disposed of off-site at the end of each day's work.
24. Staking and Tying: Trees that shall be staked fall into these categories:
- A. Replacement of missing or damaged stakes where the tree has been planted less than a year ago.
  - B. In those cases where tree has been damaged and requires staking for support.
  - C. For new trees or recently planted trees which have not been staked previously.
25. Tree Spraying:
- A. Contractor shall be responsible for identifying and treating existing insect damage, fungus and any other diseases that trees under contractors care may develop
  - B. Contractor shall notify the Public Works Manager, or representative, when applying any chemicals or insecticides to any trees under contractor's care before any chemical applications. Contractor shall follow standard chemical application notifications and signage when treating trees within the City.
  - C. Contractor shall use integrated pest management practices whenever possible. Applying chemicals and insecticides shall be used only if other natural practices have failed.
26. Tree Removals: 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.

Stumps shall be ground to twelve inches below grade. The hole shall be filled with soil and compacted. Stump removal shall be included in the tree removal operation unit price. If the location of the stump precludes the use of a mechanical stump grinder, the contractor will need to remove the stump manually.

27. 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.
28. All trees shall have mulch installed around the base once annually or more often as directed. The mulch will be installed at a depth of 3 inches and will not be piled against the base of the tree. The mulch line will extend at least 36 inches out from the base of the tree and will be level to a depth of 3 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 3 inches.

### **Shrubs**

1. 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.
2. 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 at any time.
3. Whenever shrubs die, the Contractor shall call the Public Works Manager, or representative, to confirm the vegetation is dead, request authorization for replanting, replant it and submit an invoice with the monthly statement for additional cost. The City reserves the right to furnish the required plants, shrub, or tree. The City will use the unit prices submitted with the proposal for reimbursement. Should shrubs expire due to contractor's negligence, all replacement costs shall be at contractor's expense.
4. 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.
5. Shrubs 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, or representative, is to be informed by Contractor if the plant material will continually be a problem.)
6. 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.

7. 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 Public Works Manager or representative.
8. All shrubs shall be pruned to prevent encroachment onto private property.
9. 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, ornamental grasses).
10. All trimmings and debris shall be removed and disposed of off-site at the end of each day's work.
11. Existing shrubs shall be replaced by the Contractor if it is determined by the Public Works Manager, or representative, that they died due to Contractor's neglect. Replacement shrubs shall be of like kind and size and approved by City.

### **Vines**

1. 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.

### **Ground Cover**

1. 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.
2. Contractor shall prevent soil compaction by regularly cultivating bare spots in all ground cover areas on a quarterly basis or more often as needed or directed by Public Works Manager, or representative.
3. Any paper or litter that accumulates in ground cover areas shall be picked up daily.
4. 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.
5. All planter areas shall be cultivated a minimum of once per month or mulched at least once per year or more often as needed or directed by the Public Works Manager, or representative, at a depth of three (3) inches to prevent erosion and weed growth.
6. All ground cover areas shall receive sufficient applications of Sluggo snail bait at the rate necessary to control the spread of snails. Spray substitutions must be approved by the Public Works Manager, or representative.
7. 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.
8. 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, or representative. In the fall, the seed heads shall be allowed to remain in order to reseed the area and then removed before they change color.

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

#### **2.01.6 PEST CONTROL AND RODENT CONTROL**

Pest Control and Rodent Control should be inclusive of the following tasks:

##### **General**

1. Contractor shall provide complete and continuous control and/or eradication of all plant pests or diseases. The Contractor shall obtain any necessary permits to comply with City, County, State, and Federal regulations or laws. This information shall be submitted to the City.
2. 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, vertebrates or 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, host resistance, and pesticide applications.
3. 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.
4. 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 the Public Works Manager, or representative. Material use reports for all pesticides shall be filed with the City no later than the 10th of every month for the preceding month. Annual use reports shall be submitted to City the end of each year.
5. 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. Signage on treated areas is the responsibility of the Contractor.

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 excessive 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. Materials used must not be restricted and are labeled with proper caution and warning signs. 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 Public Works Manager, or representative.
- F. Certification of Materials: All materials shall be delivered on the site in original unopened containers. Materials shall be subject to inspection by the Public Works Manager, or representative.

### **Pest Control**

- 1. All areas of the landscape shall be inspected for infestations of harmful nuisance pests such as ants, insects, mites, snails, and sowbugs. Plants shall be observed closely for leaves that may be blotched, notched eaten, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, or wilted.
- 2. 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 contains instructions 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 only be applied by a properly State Licensed Pest Control Operator or a Qualified Certified Applicator of Pesticides.



- 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.
- 3. 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 also be sucking insects present. 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.
  - 4. 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.
  - 5. Bark and Shot Hole Borer beetles weaken trees. Any symptom or sign of stress is cause for inspection trees. Look for ants on the ground, crawling up tree trunks, or in crotches of branches. Also, there may be branches damaged, broken, or dying. Control adult beetles before they lay eggs on bark in the spring. All trees near one infested tree, the previous year, should be treated as soon as possible. On-going inspections are necessary to determine if there is a summer brood. Any sign of beetle or other insect pest shall be reported to the Public Works Manager, or representative.
  - 6. 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 snail infestation.
  - 7. 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, fire Blight, 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.
- 8. The Contractor shall establish a continuing program to control insects and rodents.
- 9. With the pest control program, the following information shall be included:
  - A. The pest to be controlled
  - B. Recommended method of control
  - C. The product labels
  - D. A schedule as to frequency of control
  - E. Applicable S.D.S. Sheets
  - F. All mandatory signage
- 10. Monthly, the Contractor shall complete a pesticide spray log for any pesticides used. (Failure to submit this log to City will result in a Performance Deficiency Reduction.) A completed usage log shall be submitted to City at the end of the year.
- 11. When using pesticides, the instructions on the label shall be followed explicitly and special care shall be exercised in application.

### **Rodent Control**

Contractors shall be responsible for controlling all rodents, as required, or directed by City, 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.

- 1. All methods employed to perform Rodent Control shall conform to all federal, state, and county environmental regulations.
- 2. 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 workday until area no longer requires further treatment.
  - H. 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 done as required.
3. Contractor shall be allowed to use Strychnine for Rodent control with submittal of a written recommendation from a certified Pest Control Advisor when applied in accordance with the following:
- A. 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.
  - B. Equipment required for bait application shall consist of a probe, pail, tablespoon, waterproof gloves, use proper PPE respirator, and probing bait run.
  - C. 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.
  - D. 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.
4. Contractor may also, at his cost hire a licensed private pest control company to conduct rodent control within the Passive Parks Contract. 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 Pest Control and Rodent Control shall be \$400 per incident per day.**

## 2.01.7 FERTILIZATION

Citywide Parks should be inclusive of the following tasks:

### **Scheduling**

Fertilization will be applied in accordance with FERTILIZER SCHEDULE, or as otherwise directed by the Public Works Manager, or representative. All applications shall be recorded and specifically identified on the weekly/yearly schedules, indicating the fertilizer used, frequency applied and the landscape material applied to (i.e., turf, trees, shrubs, ground cover, etc.).

Material use reports for all fertilizer shall be filed with the City not later than the 10<sup>th</sup> of every month for the preceding month. A yearly schedule shall be submitted to the City at the beginning of the year.

### **General**

Fertilizers shall be inorganic, dry, pelletized formulation. Application shall be in accordance with manufacturer specifications.

### **Method of Application of Fertilizers**

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, blowing, or gas powered blower, etc.)

### **Timing of Application**

When climatic factors cause problems for 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.

### **Trees and Shrubs**

Fertilizers, pre-approved by Public Works Manager, or representative, 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.

### **Landscaped Areas**

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

1. All proposed chemical formulations shall be submitted to the Public Works Manager for approval prior to use.
2. All fertilization schedules shall commence with the effective date of the contract then follow the cycles established in the annual schedule.
3. 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.

### **Soil Tests for Fertilization**

Upon request, minimum once per year, soil samples for testing shall be taken from landscape locations as determined by the Public Works Manager, or representative.

1. Samples shall be tested at an agricultural soils testing laboratory approved by Public Works Manager, or representative.
2. 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.

### **Ground Cover**

Apply fertilizer a minimum of 2 times a year, (March and August) to slope and all ground cover areas 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.

### **Mulch**

Mulch shall meet requirements of SB 1383 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.

## **Vines**

Fertilize all vines with a commercial fertilizer a minimum of twice per year, in March and August, or needed to promote a healthy appearance. Water thoroughly to prevent burning.

## **Fertilizing of Turf Grass**

1. Apply fertilizers so as to provide sufficient nutrients on a regular basis to keep turf grass in healthy looking condition. Sports fields shall be fertilized on monthly basis. 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.
2. Use 10-10-10 starter fertilizer at a rate of 8 lb. per 1,000 square feet during over seeding process until first mowing and subsequently thereafter use Nitra King fertilizer or approved equal at a rate of 1 lb./1,000 square feet per month through the winter fertilization period.
3. Winter fertilization period shall begin November 1 and continue until the end of February. A Nitra King or approved equal commercial fertilizer shall be required.



4. Summer fertilization period shall begin March 15 and continue until the end of August. A 16-6-8 commercial fertilizer shall be required.
5. For additional or special applications of nutrients (i.e., application of additional nitrogen, iron, calcium or gypsum), requested by the City, 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.
6. The Contractor shall supply to the City a list of dates and approximate times each bid area is scheduled for fertilizer application before the Contractor begins fertilization.
7. All proposed changes in formulation shall be submitted to the City for approval prior to use.
8. 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.
9. 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.

#### **Turf Fertilization Schedule**

FREQUENCY	TYPE & SOURCE	TIME OF YEAR
4x/YR	Nitra King Commercial 16-6-8	Winter (Nov. 1 - Mar. 1)x/YR Summer (May 1 -Aug. 1)
1x/YR	10-10-10 + Commercial	Sep/Oct@ reseeding

#### **Landscaping Fertilization Schedule**

FREQUENCY	TYPE & SOURCE	TIME OF YEAR
2x/YR	15-15-15	Mar. 1 - Aug. 1
Slow Release	4-1-1 w/iron or Approved Equal	

#### **Trees**

Trees shall be fertilized and aerated in accordance with the National Arborist Association Standard for Fertilizing Shade and Ornamental Trees, National Arborist Association Standards current edition.

### **Compliance Inspection**

Compliance with fertilization specification will be enforced by application inspections, bag counts, and periodic soil analyses by independent soils laboratory.

### **Plant Additions and/or Replacements**

As part of this agreement, the Contractor may be requested to replace damaged or destroyed trees, shrubs, vines, ground cover, or flowers. Such work will be paid for as extra work, based on contract unit prices, by the City unless otherwise specified within these specifications. Exceptions will be replacements due to Contractor's neglect. This will be determined by the Public Works Manager, or representative.

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

## **2.01.8 IRRIGATION SYSTEM MAINTENANCE**

The controlling factor in the performance of water management is the application of water to landscape plants at a rate which closely matches the actual needs of the plant material with no runoff. 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 allocated 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.

A soil probe should be used to check soil moisture in the root zone at all locations. The soil should be moist or dam damp but not wet evenly to at least 1" below the deepest roots. As temperatures rise it will be dryer near the surface than at the lower depths. This will mean adding extra minutes to each zone to keep the soil moisture correct. As the temperature continue to rise it may be necessary to go to an additional watering per irrigation event, one in the late evening and one in the early morning with a possible syringing in the heat of the day.

Contractor will need to probe regularly after rainfall to see how quickly it dries out. As compaction takes place from heavy wear/use, the time it takes to dry out after the rain will get longer. Therefore, it is necessary to knife aerate at least monthly during the heaviest play.

Irrigation/Operation and Maintenance Scheduled Times

1. Irrigation shall be accomplished in accordance with Contractor-provided schedules subject to approval by the City. The following irrigation times shall be applied to various types of public facilities.

Available Water Schedule: 8:00 PM - 6:00 AM

Parks (Sunday- Thursday) Manual Irrigation 8:00 AM - 3:00 PM

2. Adjust irrigation controllers to comply with designated watering windows and Contractor-provided schedules. Inefficient water management will result in a Performance Deficiency Reduction.
3. 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
4. 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 no interference with regular park activities or other special activities.
  - C. There shall be irrigation personnel present at each location until watering cycle is completed.
5. Contractor shall respond within one (1) hours of any request by the Public Works Manager, or representative, to turn on/off irrigation systems, particularly in respect to rainfall . All parks are equipped with Calsense smart controllers. It is the Contractor's responsibility to maintain the system so that it is consistently running at peak operating conditions. The Contractor is required to input extensive information, including but not limited to, soil types, plant types, and square footage per station at each controller.
6. All damages and charges resulting from under or over watering shall be repaired at the Contractor's expense.

### **Operation/Repair**

1. The entire irrigation system, including all components from connection at meters, shall be maintained in an operational state at all times. This coverage shall include but not be limited to the following: all controllers and remote-control valves; gate valves, ball valves, and backflow devices; main and lateral lines; pumps; sprinkler heads; moisture sensing devices; and all related equipment. Contractor is required to notify the Public Works Manager, or representative, of mainline failures

within twelve (12) hours of occurrence. Incidents shall be recorded on a monthly log and submitted to the City upon request.

2. All irrigation systems shall be tested and inspected a minimum of once every week (excluding Saturday and Sunday) and a written report shall be submitted on a weekly basis and 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.
3. All systems shall be adjusted in order to:
  - A. Provide adequate coverage of all landscape areas
  - B. Prevent runoff and/or erosion
  - C. Prevent watering roadways, walkways, trails, fences, and private property and minimize water usage for cleanup operations
  - D. Match precipitation rates
  - E. Limit evapotranspiration loss using State of California ET area ratings.
  - F. Limit hazardous conditions
  - G. Contractor will adjust or clean as necessary all sprinkler heads, quick couplers, or valves to continue operation of maximum efficiency and performance.
  - H. 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 reseedling are options to keeping head height in the correct position for maximum effectiveness.
  - I. Contractor will keep system in adjustment valve or head adjustment to keep all systems operating at manufacturer's recommended operating pressures. This shall be accomplished by valve throttling and pressure gauging. At all times, the valves should be throttled so as to prevent sprinkler heads from fogging, allowing droplets for effective watering. At any time, the Public Works Manager, or representative, may request a coverage test to evaluate proper

settings, timing, usage, or maintenance of system.

4. All system malfunctions, damage, and obstructions shall be recorded and timely corrective action taken.
5. In addition to weekly testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported; daily if necessary.
  - A. Repair malfunctioning controllers, quick couplers, manual or automatic valves and sprinkler heads within four (4) hours from observation or of receipt of notice.
  - B. Correct deficient irrigation systems and equipment as necessary following notification from the Public Works Manager, or representative.

The Contractor shall turn off irrigation systems immediately as directed during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.

- C. Once the City acknowledges the necessity to turn on the water once again, all controllers shall be activated
6. Adjustment, damage, and repairs shall be divided into the following categories and actions:
  - A. 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.

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.

- B. All sprinkler heads shall be adjusted to maintain proper coverage. Adjustment shall include, but not be limited to, actual adjustments to heads, cleaning and flushing heads and lines, and removal of obstructions. Costs for adjustment shall be included in costs for operation and maintenance of the irrigation system.

- C. 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:
- 1) Theft (missing heads)
  - 2) Storm damage (Acts of God)
  - 3) Damage by others
  - 4) Malfunctions to automatic controller, remote control valves, pressure or lateral lines.
- D. Damage and repairs shall be divided as follows:
1. 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, nozzles and other small parts. City will compensate contractor for parts' wholesale price plus tax. The labor cost for minor repairs shall be included in the costs for operations and maintenance of the irrigation system.
  - 2) Major repairs shall include all items between the automatic control valve to the water meter including but not limited to backflow devices, pressure regulators, irrigation controllers, and mainline control wire (except as previously noted). City will compensate contractor for parts' wholesale price plus tax. The labor cost for major repairs shall be included in the costs for operations and maintenance of the irrigation system
- E. Repairs to irrigation system shall be completed within 12 hours after approval of the Irrigation Materials Request Form by the Public Works Manager, or representative, for major component damage such as broken irrigation mainlines.
- F. Contractor shall be responsible for adjusting height of sprinkler risers necessary to compensate for growth of plant material. If pop-ups are used, adjust pop-up height and do not convert to a riser.
- G. Work performed by the Contractor and paid for as extra work will be guaranteed for a period of one year by the Contractor.
- H. 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 minimize run-off whenever possible.

- I. 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.
- J. The Public Works Manager, or representative, will do spot inspections to check the accuracy of the Contractor's maintenance reports. If discrepancies are found, the Contractor will have twenty-four (24) consecutive hours to correct problems. While the Contractor is correcting problems in unsatisfactory areas, the specified level of service will be maintained in all other aspects of this Contract.
- K. The Contractor shall adjust sprinkler heads and valve boxes to the level of the ground surface as necessary or when instructed by the Public Works Manager, or representative. Control valves, sprinklers, and direct burial control wires shall be located and repaired by the Contractor.
- L. 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.
- M. 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.
- N. When rain occurs or is in the forecast with some certainty, all sprinkler system controllers shall be turned off by the Contractor's personnel. The Contractor will notify the City before the turn-off process starts and when the turn-off process is completed. The Public Works Manager, or representative, will confer with the Contractor when the sprinkler system controllers are to be turned back on.
  - 1. The Contractor shall be held responsible for damage done to sprinkler heads, valve boxes, and valves due to careless operation of vehicles and lawn mowers.
- P. The Contractor shall be held responsible for damage done to sprinkler heads and valves due to careless operation of vehicles and lawn mowers.

7. Personnel

A. The Contractor shall provide personnel fully trained in all phases of landscape irrigation system operation, maintenance, adjustments, and repair; in all types of components to include irrigation controllers, valves, moisture sensing devices, and sprinkler heads; and with all brands and models of irrigation equipment used within the City including Calsense irrigation controllers. A certified irrigation technician is required for both contracts. The identified irrigator cannot be removed without City approval, nor can a new irrigator begin without City consent.

B. The Contractor shall provide personnel knowledgeable of, and proficient with, current water management concepts, with the capability of working with City staff in implementing more advanced water management strategies

C. The Contractor shall provide personnel capable of verbal and written communication in a professional level of English.

D. Contractor shall provide the following minimal personnel at the **Passive Parks**:

One (1) Contract Supervisor  
Two (2) Irrigators  
One (1) Irrigator Assistant  
Two (2) Foremen  
Eight (8) Laborers

Total minimum staffing: 14 personnel. This is the minimum staff levels the City requires to ensure that all maintenance work is completed on schedule to avoid performance deficiency deductions. Should the Contractor need to increase its labor force to maintain the required schedules, the cost for additional labor shall be absorbed by the Contractor. No additional compensation for added labor will be allowed. A list of active crew members is required. Any changes to the normal crew are required to be identified and reported to the Public Works Manager, or representative.

All contract personnel assigned to the City shall wear company uniforms that clearly identify each worker while working in City locations. Failure to comply with the scope of work for minimum staffing shall be \$400 per incident per day.

E. Completion of Extra Work

All extra work shall not be completed by maintenance crews. Contractor will be required to provide separate crews



to provide extra work. Contractor will required to provide a written cost proposal for all repairs and improvements with the exception of irrigation system repairs. Upon approval, the Public Works Manager, or representative, shall issue a Notice to Proceed for the improvement/repair work and that work shall be completed by a specified date. Failure to complete all repairs and/or improvements by the specified completion date in the Notice to Proceed shall result in a 10% reduction in the cost proposal for that work. This scope of services includes the contractors ability to fulfill proposals at other sites not listed specifically within this agreement.

8. Materials

A. All replacement materials are to be with original types and models unless a substitute is approved by the Public Works Manager, or representative.

B. Any replacement material not designated as original types and models will be approved by the Public Works Manager, or representative. Any materials determined to be different from original types will be approved under a separate cost proposal describing the difference in material. The cost difference for the new material will be negotiated with the contractor and require approval by the Public Works Manager.

C. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.

C. Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.

D. The actual cost of all material passed on to the City shall be wholesale cost of the material.

- 1) The wholesale cost shall be the actual cost paid by the Contractor reflecting the best price, including discount available.
- 2) At no time shall the cost of materials exceed the retail cost from the current price list, minus the discount rates quoted in the bid.
- 3) The total cost of materials shall include the following –
  - Wholesale cost (retail costs minus Contractor's discount), as stated above.
  - Applicable sales tax

- A markup of 10% maximum for all overhead costs and profits.

- E. All materials are to be new and identical to existing materials, unless directed otherwise by the Public Works Manager, or representative.

9. Invoicing

- A. 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".
- B. Irrigation Repair Invoices shall be organized according to controller number and submitted on a weekly basis to reflect work carried out via the irrigation management sheet.

10. Water Management

- A. All systems shall be programmed weekly and/or as needed to maintain healthy plant material and landscape.
- B. All program changes shall be recorded on an Irrigation Management Form.
- C. Water meter reading for each system shall be submitted on a weekly report.
- D. The watering schedule will be established and programmed by the Contractor. Application rates will be based on the amount the planting areas are capable of receiving without excessive run-off. The irrigation system schedule shall be monitored and adjusted accordingly to maintain an efficient use of water being applied.
- E. In determining rates of application, soil type, topography, and weather conditions will be taken into consideration. The project sites are equipped with an automatic system which provides for repeat cycles, applying water over shorter periods of time that will allow for proper infiltration and thereby minimize run-off.
- F. The irrigation system will be physically observed a minimum of once every week (excluding Saturday and

Sunday) to keep the system operating at an optimum level of efficiency.

- G. Particular observation shall be paid to all slope areas which will, by physical nature, provide for greatest potential run-off.
- H. Contractor will be responsible for hand watering any areas not provided with an irrigation system.
- I. 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 weekly or more often if required to prevent plant damage or as directed by Public Works Manager, or representative.
- J. Contractor will submit to the Public Works Manager, or representative, a copy of the irrigation schedule for each controller Contractor will be expected to use minimal amount of water in all areas, but maintain healthy plant growth.
- L. Where moisture sensing devices are used, a continual monitoring will be made to assure units are functioning properly. If malfunction is noted, the Public Works Manager will be notified immediately.
- M. Automatic controllers will be kept locked at all times.
- N. All non-stainless steel controller enclosures must be painted as needed to maintain a good appearance. Color will be determined by the Public Works Manager. New enclosures shall be made of stainless steel.
- O. Contractor will maintain an active "site schedule" and color-coded site map denoting each area of irrigation 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. Copies of site map and all the changes shall be provided to the Public Works Manager.

11. Maintenance of Drainage Facilities

The Contractor shall be responsible for continual inspection of surface drains (i.e., bench drains, flow structures, v-ditches), located within each park. Surface drains shall be checked and maintained free of obstructions 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 at least twice per year or as directed by the Public Works Manager, or representative.

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

#### 2.01.11 GUARANTEE AND/OR REPLACEMENT POLICY

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 the Public Works Manager, or representative, that they died due to Contractor's negligence. All irrigation system components that fail or break as a result of contractor negligence shall be replaced by the contractor at his expense.

**Failure to comply with the scope of work for Guarantee and/or Replacement Policy shall be \$400 per incident per day.**

#### 2.01.12 LANDFILL DIVERSION

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. Contractor shall submit a fully completed Landfill Diversion Report on a monthly basis to the City. Reports shall be filled out in full on a monthly basis.

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

#### 2.01.13 MAINTENANCE AND REPAIRS TO PARKS AND OTHER LANDSCAPE AREAS

Contractor shall provide on-call maintenance and repair services at City parks, including passive parks, medians, parkways, and slopes, and other landscape areas under this contract. This maintenance and repairs will include, but is not limited to, the following:

- Maintenance and repair of facilities including minor plumbing, water heaters, sinks, toilets, urinals, drains, doors, vents, walls, timers, locks and other accessories or equipment.
- Maintenance, repair, and acquisition of amenities including, but not limited to, benches, gazebos picnic tables, BBQ, water fountains,

drinking fountains, fences, gates, block walls, playground/exercise equipment, concrete and sidewalks.

- Maintenance, repair, and acquisition of appurtenances including, but not limited to, electrical fixtures on buildings, walkways, sport courts, monument signs, light poles, electrical timers, electrical locks, lights and irrigation controllers, plumbing, and equipment.

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

**2.01.14 CITY IPM POLICY – USE OF ORGANICS**

The City is currently performing a pilot project at Regency Park that utilizes all organics. The program is intended to continue as part of this contract. Only after the direction of the Landscape Inspector, shall any chemicals or pesticides be used at the park. The City currently uses 2 applications per month of Suppress herbicide. The label for suppress is attached as Appendix G.

The City's IPM program utilizes monitoring techniques and injury and economic thresholds to determine when to implement control strategies. Treatments are used only 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 City's IPM Program is attached as Appendix F.

When pesticides are needed, use the following prioritized approach: (1) organic pesticides; (2) Water Quality Act Allowed Pesticides; and (3) EPA Level III & IV "caution" labeled pesticides only when deemed necessary to protect public health and economic impact by a licensed pest control adviser.

**Prioritized Use of Pesticides:**

- Use organic pesticides first, when pesticides are needed.
- Use Clean Water Act allowed pesticides
- EPA Level III & IV "caution" label pesticide only if deemed necessary to protect public health and economic impact by a licensed pest control advisor and City staff.
- EPA Level II "warning" label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control advisor and City staff, when other methods do not adequately control the pest.
- EPA Level I "danger" label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control advisor and City staff, when other methods do not adequately control the pest. Pesticides should only be used when other methods fail to provide adequate control of pests and just before pest populations cause an unacceptable damage, since the overuse of pesticides can cause beneficial organisms to be killed and pest resistance to develop.

**Approvals and Application of Chemical Pesticides**

1. Pesticides shall be approved by the Maintenance Division Landscape Inspectors for their area of oversight prior to use. A written recommendation of proposed pesticide, including commercial name, concentrations, allocation rates, usage, reentry time, and all other requirements shall be prepared by a licensed California Pest Control Advisor and site specific schedule submitted for approval. No work shall begin until written approval of use is obtained and a notice of intent has been filed with the County Agricultural Commissioner's office, as required. Copies of Safety Data Sheets and specimen labels shall be given to the City prior to pesticide use on City property.
2. Chemicals shall only be applied by those persons possessing a valid California Qualified Applicator license/certificate or under the direct onsite supervision of a California qualified pesticide applicator. Application shall be in strict accordance with all governing regulations. Records of all operations shall be kept per California Department of Pesticide Regulations.
3. Pesticides shall be applied in a manner to avoid contamination of non-target areas. Precautionary measures shall be employed to keep the public from entering the spray zone until it is safe.
4. Posting of signs shall be required at all park facilities when any application of pesticides is performed.

Specific requirements for posting are as follows:

- Post signs at all park entrances at least 48 hours prior to spraying applications. The vendor's contact information, chemical name and application date must be listed.
- Place spray notices inside plastic page protectors. Attach them to a four-foot (4') high wooden stake. Signs must be readable 25' away from posted area.
- Leave the same signs up for 72 hours after the spraying applications are completed, then remove promptly.
- A temporary mesh fence such as orange plastic construction fencing can be erected on the perimeter of any area that is to be treated with a broadcast type application with the intent to keep people and pets off the treated area for a period of 24 hours.

#### Fertilizer and Pesticide Management –

##### **Usage:**

- Utilize a comprehensive management system that incorporates integrated pest management techniques.
- Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of fertilizers and pesticides and training of applicators and pest control advisors.
- Educate and train employees on use of pesticides and in pesticide application techniques to prevent pollution.
- Chemicals shall only be applied by those persons possessing a valid California Qualified Applicator license/certificate or under the direct onsite supervision of a California qualified pesticide applicator.
- When applicable use the least toxic pesticides that will do the job. Avoid use of copper-based pesticides if possible.

- Do not mix or prepare pesticides for application near storm drains.
- Prepare the minimum amount of pesticide needed for the job and use the lowest rate that will effectively control the pest.
- Employ techniques to minimize off-target application (e.g. spray drift) of pesticides, including consideration of alternative application techniques.
- Calibrate fertilizer and pesticide application equipment to avoid excessive application.
- Periodically test soils for determining proper fertilizer use.
- Immediately sweep pavement, sidewalk, hardscape, including rocks, decks, furniture, etc., after application of fertilizer is spilled on these surfaces before applying irrigation water.
- Inspect pesticide/fertilizer equipment and transportation vehicles frequently.

**Optional:**

- Work fertilizers into the soil rather than dumping or broadcasting onto the surface without calibration.
- Use beneficial insects where possible to control pests (examples include, but are not limited to: green lacewings, ladybugs, praying mantis, ground beetles, parasitic nematodes, trichogramma wasps, seedhead weevils, and spiders prey on detrimental pest species).
- Use slow release fertilizers whenever possible to minimize leaching.

**Scheduling:**

- Do not use pesticides during overcast conditions or if rain is expected within 24 hours or soil saturation exists.
- Apply pesticides only when wind speeds are low (less than 5 mph).

**Storage:**

- To minimize quantities of pesticides and fertilizers stored, only purchase what is needed for use in the near future.
- Implement storage requirements for pesticide products with guidance from the local fire department and County Agricultural Commissioner. Provide secondary containment for pesticides.

**Disposal:**

- Purchase only the amount of pesticide that you can reasonably use in a given time period (month or year depending on the product).
- Triple rinse containers, and use rinse water as product. Dispose of unused pesticide in the proper manner according to federal, state, and local laws/regulations.
- Dispose of empty pesticide containers according to the instructions on the container label.

### **Records and Reporting**

Records of all pesticides used by the Contractor on City property shall be retained in accordance with Department of Pesticide Regulations. City's landscape inspectors will keep records of all pesticide usage.

#### **14. VETERANS PARK REQUIREMENT**

1. Remove all bird waste from picnic tables two (2) times per week. Removal days shall be Monday and Friday. Contractor shall also wash all park amenities weekly (including, but not limited to, benches, picnic tables, backflows, controller enclosures, trash enclosures).
2. Report any bird eggs found on site to the Public Works Landscape Inspector upon discovery.
3. Report any dead or injured birds to the Public Works Landscape Inspector upon discovery.
4. Report any damage or extreme wear to pond pump to the Public Works Landscape Inspector upon discovery.
5. Contractor will need to monitor the water level of the pond to ensure that it is at an appropriate level for the pond aeration and pumping equipment to work efficiently and to prevent water from entering the overflow catch basin at the end of the pond.
6. Contractor is to install and maintain hanging and standing inflatables, plastic figures, and other equipment as directed to aid in bird abatement.
7. Contractor to monitor all bird migration activities and report activities to City.
8. Contractor to pressure wash hardscapes and park amenities as requested by City to clean stains.
9. Contractor to report any missing or vandalized plant material upon discovery to the City.

#### **15. BARKER RANCH DOG PARK REQUIREMENTS**

Barker Dog Park is a 8,700 square foot park located at 26500 Baffin Bay Drive, Monarch Street, and Bake Parkway. The Dog Park consists of a paved parking lot and a dog park with artificial turf, live trees and shrubs, irrigated with recycled/reclaimed water, separate entrances and paly areas for small and large dogs, water for visitors and their pets, benches, perimeter fencing, and a shade structure.

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 will be



required to perform the following maintenance activities at the Barker Dog Park:

- Daily removal of trash, debris and dog waste inside and around the park, includes spot cleaning/washing of synthetic turf sidewalks, and planters.
- Daily cleaning, sweeping, blowing of all hardscapes and sidewalks. Spot washing as needed or requested by City.
- Daily removal, emptying, and cleaning of trash and recycle receptacles
- Daily cleaning of trash receptacle lids
- Daily removal of debris from sidewalks, V Ditches, and landscape areas
- Daily inspection and replenishment of Doggie Walk Bags dispensers before noon.
- Daily cleaning of city property including trash collection, removal of illegal dumps and illegal signs
- Daily cleaning/serviced of all water features (free of algae/debris/and)
- Landscape maintenance, maintaining natural and/or synthetic turf, including turf sprinklers
- Synthetic turf maintenance to follow recommended manufacturer guidelines and schedules, including monthly power brushing
- Report any rips or damage immediately to the City
- Fill holes, fertilize, and/or cultivate landscaping as necessary
- Trim shrubs, vines every two weeks and maintain trees up to 15 feet
- Maintain ground cover
- Plant replacement as necessary
- Perform backflow repairs and certification as needed
- Natural shaping, trimming, raising, and training of shrubs
- Maintaining and repairing irrigation systems
- Hand water all non-irrigated planting pots or areas
- Maintenance of drainage facilities
- Control of all plant diseases, weeds, and pest control
- Disinfect synthetic turf area as directed by manufacturer and/or Public Works Manager, or representative, application of Turf Fresh (Odor eliminator) as needed
- Pressure washing on a weekly basis of structures, and sidewalks
- Minor graffiti removal of structures, sidewalks, and amenities
- Other associated services required to maintain a safe and attractive Dog Park

## PARK RESTROOM JANITORIAL SERVICES SCOPE OF SERVICES

### Standards of Work and Contractor Responsibility

1. Provide all cleaning equipment and materials including, but not limited to, multiuse/multi surface, disinfectant soap, stainless steel cleaner, bowl brushes, mops, buckets, and squeegees needed to complete the work.
2. Provide all paper products including, but not limited to, toilet paper, paper towels, trash liners, and toilet seat covers needed to maintain a constant supply for users. Note: some City park restrooms utilize 10 and 12 inch size rolls of toilet paper as necessary. All supplies and costs shall be included in contractor's bid item for each park.
3. Clean restrooms once per day, seven (7) days per week, 365 days per year. Servicing of restrooms after hours is acceptable.
4. Provide proper signage to be posted outside restroom identifying the restroom is closed for maintenance.
5. Maintain material storage area in a clean and organized manner.
6. Provide battery-powered air freshener canister replacements on an as-needed basis for each restroom.
7. Remove minor graffiti with gel vandal remover. If graffiti is extensive, it must be reported to a City designated representative immediately.
8. Unclog toilets and sinks as needed.
9. Report any vandalism immediately a City designated representative upon discovery.
10. Provide one (1) employee that can communicate verbally and in writing in English.
11. Provide proper supervision in order to achieve the highest quality cleaning possible for visitors to City park restrooms.
12. Responsible for trash in and around the restroom building only. Contractor is responsible for disposing of trash at a licensed and approved dumpsite.
13. Services to be provided daily:
  - a. Empty and re-line all wastebaskets.
  - b. Clean and sanitize all toilets.
  - c. Clean and sanitize all sink basins.
  - d. Clean all mirrors (if applicable).
  - e. Spot clean walls and light switches.
  - f. Remove cobwebs from restrooms as well as storage room and/or plumbing chases.

- g. Sweep floor.
- h. Disinfect and hose down floor.
- i. Hose down concrete entrances to restrooms.
- j. Replenish restroom supplies including but not limited to toilet paper, paper towels, and toilet seat covers.
- k. Control water runoff.

#### Monthly Pressure Washing (1x Per Month) (Included in Monthly Service Cost)

##### a. Pressure Washing

- a. Pre-spray the areas to be pressure washed with eco-friendly, non-emulsifying detergent.
- b. Adjust water pressure and temperature to the appropriate amount to provide optimal cleaning power without damaging City's property.
- c. Apply protective cover to areas not to be pressured washing. Examples include covering electrical outlets with plastic cover and placing water absorbent socks at strategic locations to prevent seepage.
- d. Place "Wet Floor" signs adjacent to restroom areas to be pressure washed.
- e. Perform and complete in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workmen.

#### Clean-up Work and Site Preservation

Any damage caused by contractor's operations shall be repaired immediately at contractor's expense. Clean-up work shall consist of restoring site to original condition after repairs are made. The City does not have a secure location to keep contractor's equipment.

#### Safety

Contractor shall comply will all applicable safety measures at all times. Since work sites are within public parks, contractor's personnel and method of operations shall protect the public at all times.

#### Uniforms and Vehicles

When performing the contracted services, contract personnel shall wear a clean and presentable uniform with, at a minimum, the company name visible at all times. If approved by the City, additional information may be provided on the uniform. At a minimum, the uniform shall consist of a shirt with the appropriate information as noted above.

#### Noise

Contractor shall be subject to local ordinances regarding noise levels. Contractor shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet within and surrounding the area where the services are performed. The schedule of work may be modified by the Public Works Manager or designee in order to insure that the public is not unduly impacted by noise created by the contractor's work.

### Park Locations

1. Concourse Park, 18931 Saddle Ranch Road  
Men's restroom - 1 sink, 1 toilet  
Women's restroom - 1 sink, 1 toilet
2. El Toro Park, 23701 Los Alisos Boulevard  
2 Unisex restrooms – 2 sinks, 2 toilets
3. Etnies Skatepark of Lake Forest, 20028 Lake Forest Drive  
Men's restroom - 2 sinks, 2 urinals, 1 toilet  
Women's restroom - 2 sinks, 2 toilets
4. Mountain View Park, 4061 Dylan Street  
2 Unisex restrooms – 2 sinks, 2 toilets
5. Pittsford Park, 21701 Pittsford Drive  
Men's restroom - 1 sink, 1 toilet  
Women's restroom - 1 sink, 1 toilet
6. Serrano Creek Park, 25101 Serrano Road  
Men's restroom - 1 sink, 1 toilet  
Women's restroom - 1 sink, 1 toilet

## EXHIBIT "A-I"

### 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.

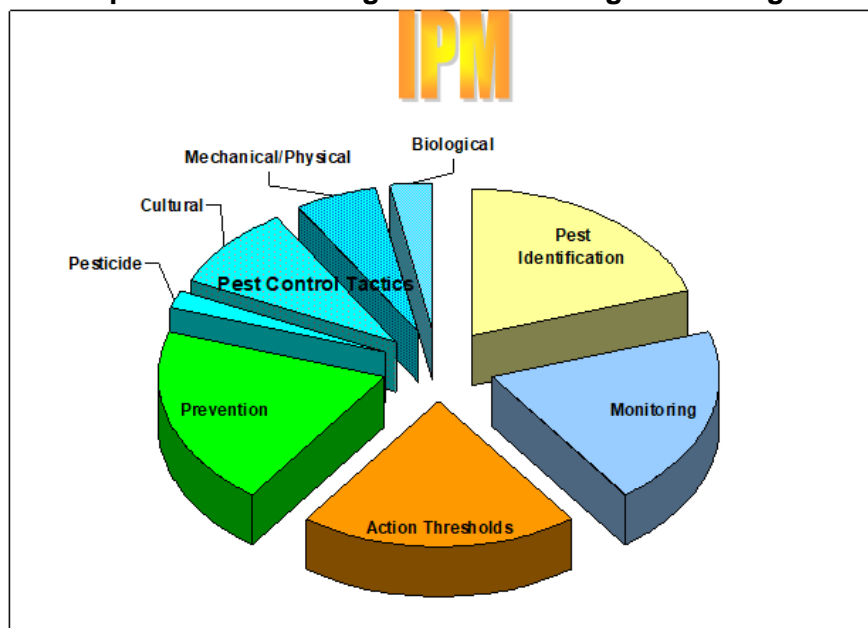
Pest control managers are now moving away from their reliance on pesticides alone toward an integrated approach that combines limited pesticide use with more environmentally friendly pest control techniques. This system is known as integrated pest management (IPM), a strategy that focuses on the long-term 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*

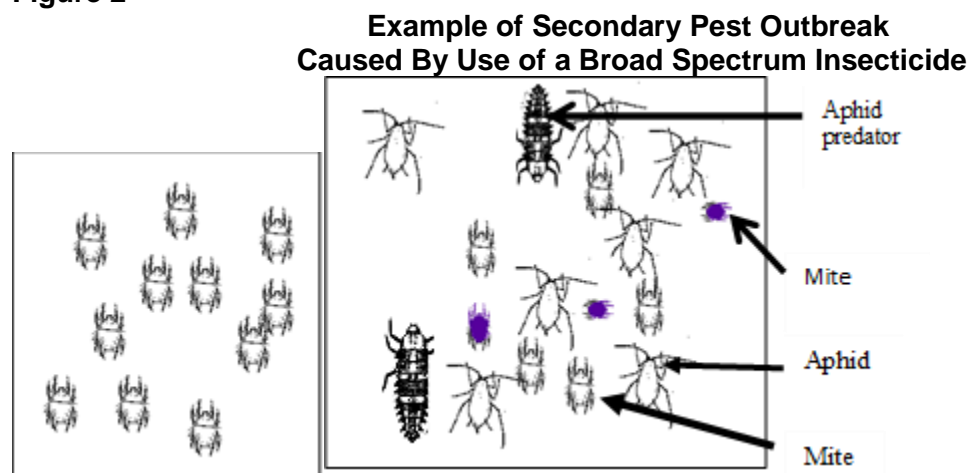
Biological control practices use living organisms to reduce pest populations. These organisms are often also referred to as beneficials, natural enemies or biocontrols. They act to keep pest populations low enough to prevent significant economic damage. Biocontrols include pathogens, parasites, predators, 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**



A. Aphids and mites controlled by predators B. After a broad spectrum spray for aphids, predators for mites and aphids are also killed, resulting in an outbreak of mites.

### *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](http://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**

Contractor shall complete the services identified in Exhibit "A" above at the direction of the City.

**EXHIBIT “C”**  
**COMPENSATION**

**CITY OF LAKE FOREST**  
**PASSIVE PARKS LANDSCAPE AND RESTROOM MAINTENANCE SERVICES**  
**COMPENSATION**

Contractor shall be paid for work described in Exhibit “A” Scope of Services and a not-to-exceed amount of three million three hundred sixty-five thousand seven hundred seventy dollars and eighty cents (\$3,365,770.80) based on the following schedule.

**Schedule A – Passive Parks 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	Description	Unit	Quantity	Unit Pricing	Annual Total
	<b>SCHEDULE A: Passive Parks Maintenance Services</b>				
A1	ALTON PARK (18992 Alton Parkway)	Month	12	\$1,262.00	\$15,144.00
A2	Barker Ranch Dog Park (25600 Baffin Bay)	Month	12	\$493.00	\$5,916.00
A3	BORREGO OVERLOOK PARK (21 Viaggio Lane)	Month	12	\$1,109.00	\$13,308.00
A4	CAVANAUGH PARK (23782 Cavanaugh Road)	Month	12	\$3,477.00	\$41,724.00
A5	CHERRY PARK (22651 Cherry Avenue)	Month	12	\$2,897.00	\$34,764.00
A6	CONCOURSE PARK (18931 Saddleback Ranch Road)	Month	12	\$4,507.00	\$54,084.00
A7	DARRIN PARK (22461 Cherry Avenue)	Month	12	\$2,833.00	\$33,996.00
A8	EL TORO PARK (23701 Los Alisos Boulevard)	Month	12	\$6,438.00	\$77,256.00
A9	ETNIES SKATEPARK OF LAKE FOREST (20028 Lake Forest Drive)	Month	12	\$3,412.00	\$40,944.00

A10	LAKE FOREST PARK (24000 Serrano Road)	Month	12	\$1,481.00	\$17,772.00
A11	MONTBURY PARK (21962 Montbury Drive)	Month	12	\$2,253.00	\$27,036.00
A12	MOUNTAIN VIEW PARK (24061 Dylan Street)	Month	12	\$3,412.00	\$40,944.00
A13	NATURE PARK (26215 Dimension Drive)	Month	12	\$2,897.00	\$34,764.00
A14	PEACHWOOD PARK (21132 Peachwood)	Month	12	\$1,738.00	\$20,856.00
A15	PEBBLE CREEK PARK (26441 Pebble Creek Road)	Month	12	\$1,404.00	\$16,848.00
A16	PITTSFORD PARK (21701 Pittsford Drive)	Month	12	\$6,438.00	\$77,256.00
A17	RANCHWOOD PARK (22500 Killy Street)	Month	12	\$1,223.00	\$14,676.00
A18	SERRANO CREEK PARK (25101 Serrano Road)	Month	12	\$15,738.00	\$188,856.00
A19	SUNDOWNER PARK (22041 Sundowner Lane)	Month	12	\$603.00	\$7,236.00
A20	VETERANS PARK (23102 Ridge Route Drive)	Month	12	\$3,090.00	\$37,080.00
A21	VINTAGE PARK (21000 Vintage Street)	Month	12	\$3,026.00	\$36,312.00
A22	FLOE-PACKER MINI PARK (Packer Place Cul-de-sac)	Month	12	\$219.00	\$2,628.00
	<b>TOTAL ANNUAL AMOUNT (Schedule A)</b>				<b>\$839,400.00</b>

### Schedule B – Wood Fiber Playground Chips

Item	Description	Unit	Quantity	Unit Pricing	Annual Total
	<b>SCHEDULE B: WOOD FIBER PLAYGROUND CHIPS</b>				
B1	Concourse Park	Cu. Yards	80	\$47.73	\$3,818.40
B2	Mountain View Park	Cu. Yards	85	\$47.73	\$4,057.05
B3	Pittsford Park	Cu. Yards	40	\$47.73	\$1,909.20
B4	Peachwood Park	Cu. Yards	15	\$47.73	\$715.95

B5	Serrano Creak Park	Cu. Yards	10	\$47.73	\$477.30
B6	El Toro Park	Cu. Yards	35	\$47.73	\$1,670.55
B7	Lake Forest Park	Cu. Yards	10	\$47.73	\$477.30
B8	Ranchwood Park	Cu. Yards	20	\$47.73	\$954.60
B9	Cavanaugh Park	Cu. Yards	10	\$47.73	\$477.30
B10	Sundowner Park	Cu. Yards	45	\$47.73	\$2,147.85
B11	Vintage Park	Cu. Yards	30	\$47.73	\$1,431.90
B12	Alton Park	Cu. Yards	60	\$47.73	\$2,863.80
B13	Pebble Creek Park	Cu. Yards	30	\$47.73	\$1,431.90
	<b>TOTAL ANNUAL AMOUNT (Schedule B)</b>				<b>\$22,433.10</b>

### Schedule C – Irrigation System Maintenance/Repair Parts

Item	Description	Unit	Quantity	Unit Pricing	Annual Total
	<b>SCHEUDLE C: IRRIGATION SYSTEM MAINTENANCE/REPAIR PARTS</b>				
C1	Hunter I-40 Pop Up	Each	200	\$53.00	\$10,600.00
C2	Hunter I-25 Pop Up	Each	200	\$35.00	\$7,000.00
C3	Hunter I-20 Pop Up	Each	200	\$19.00	\$3,800.00
C4	Hunter I-10	Each	200	\$0.00	\$0.00
C5	Hunter PGH 12" Pop Up	Each	200	\$16.00	\$3,200.00
C6	Hunter PGP ADJ Pop Up	Each	200	\$9.25	\$1,850.00
C7	Rain Bird 1804 SAM PRS W/Van Nozzle	Each	200	\$6.25	\$1,250.00
C8	Rain Bird 1806 SAM PRS W/Van Nozzle	Each	200	\$13.50	\$2,700.00
C9	Rain Bird 1812 SAM PRS W/Van Nozzle	Each	75	\$16.50	\$1,237.50
C10	Rain Bird 1" RCV GB Series	Each	10	\$0.00	\$0.00
C11	Rain Bird 1-1/2" RCV GB Series	Each	10	\$0.00	\$0.00
C12	Rain Bird 2" RCV GB Series	Each	10	\$0.00	\$0.00
C13	Superior 3" Non Pressure Regulating Brass Valve	Each	10	\$835.00	\$8,350.00
C14	Rain Bird 3/4 3-RC Quick Coupling Valve	Each	10	\$47.00	\$470.00

C15	Rain Bird 1" 44-RC Quick Coupling Valve	Each	10	\$90.00	\$900.00
C16	Plastic/Rectangular RCV Box W/Lid	Each	50	\$36.00	\$1,800.00
C17	Plastic/Round QCV Box W/Lid	Each	50	\$26.00	\$1,300.00
C18	Rain Bird 1" Valve Replacement Diaphragm	Each	50	\$30.00	\$1,500.00
C19	Rain Bird 1-1/2 " Valve Replacement Diaphragm	Each	50	\$44.00	\$2,200.00
C20	Rain Bird RCV Replacement Solenoid	Each	50	\$35.00	\$1,750.00
C21	CalSense Decoder Two Wire	Each	12	\$385.00	\$4,620.00
	<b>TOTAL ANNUAL AMOUNT (Schedule C)</b>				<b>\$54,527.50</b>

#### Schedule D – Plant Material Installed

Item	Description	Unit	Quantity	Unit Pricing	Annual Total
	<b>SCHEDULE D: PLANT MATERIAL INSTALLED</b>				
D1	Annual Color	Per Flat	100	\$32.00	\$3,200.00
D2	Ground Cover	Per Flat	100	\$30.00	\$3,000.00
D3	One (1) Gallon Shrub	Each	100	\$10.00	\$1,000.00
D4	Five (5) Gallon Shrub	Each	100	\$30.00	\$3,000.00
D5	Fifteen (15) Gallon Shrub	Each	100	\$71.00	\$7,100.00
D6	Fifteen (15) Gallon Tree W/Stakes and Ties	Each	100	\$92.00	\$9,200.00
D7	Twenty-Four (24) inch Box Tree W/Stakes and Ties	Each	100	\$275.00	\$27,500.00
D8	Thirty-Six (36) Inch Box Tree W/Stakes and Ties	Each	50	\$332.00	\$16,600.00
D9	Tree Pruning Per Section 2.01.5	Each	100	\$58.00	\$5,800.00
D10	Tree Removals Per Section 2.01.5	Each	75	\$145.00	\$10,875.00
D11	Install Mulch (Recycled Organic)	Cu. Yards	660	\$30.00	\$19,800.00
D12	Rototill	Sq Feet	1,000	\$0.15	\$150.00

D13	Soil Test	Each	10	\$75.00	\$750.00
D14	Mechanical Trenching	Linear Feet	1,000	\$1.25	\$1,250.00
	<b>TOTAL ANNUAL AMOUNT (Schedule D)</b>				<b>\$109,225.00</b>

#### Schedule E – Park Restroom Janitorial Services

Item	Description	Unit	Quantity	Unit Pricing	Annual Total
	<b>SCHEDULE E: PARK RESTROOM JANITORIAL SERVICES</b>				
E1	Concourse Park	Daily	365	\$19.95	\$7,281.75
E2	El Toro Park	Daily	365	\$19.95	\$7,281.75
E3	Etnies Skate Park	Daily	365	\$24.73	\$9,026.45
E4	Mountain View Park	Daily	365	\$19.95	\$7,281.75
E5	Pittsford Park	Daily	365	\$19.95	\$7,281.75
E6	Serrano Creek	Daily	365	\$19.95	\$7,281.75
E7	Extra On-Call Restroom Cleaning Services	Per Hour	20	\$45.14	\$902.80
	<b>TOTAL ANNUAL AMOUNT (Schedule E)</b>				<b>\$46,338.00</b>

#### Schedule F – 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 repair and replacement of picnic tables, trash enclosures, gazebos, restroom facilities, doggy bag containers and other park appurtenances and facilities; and, furnishing and installing new equipment, including but not limited to, park furniture, drinking fountains, BBQ's, backflows, storm drain lids and covers, playground fibers 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.

The total budgeted amount for extra work that shall be included in the proposal total cost under Schedule F is \$50,000 per year. This is in addition to the monthly maintenance costs and irrigation and plant costs (Schedules A, B, C, D, and E). The proposal cost shall be the total annual cost of these five (5) Schedules.

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
QAC Spray Technician	\$60.00	\$120.00

<b>Schedule</b>	<b>Annual Total</b>	<b>3- Year Total</b>
<b>Schedule A – Passive Parks Monthly Maintenance</b>	\$839,400.00	\$2,518,200.00
<b>Schedule B – Wood Fiber Playground Chips</b>	\$22,433.10	\$67,299.30
<b>Schedule C – Irrigation System Maintenance/Repair Parts</b>	\$54,527.50	\$163,582.50
<b>Schedule D – Plant Material Installed</b>	\$109,225.00	\$327,675.00
<b>Schedule E – Park Restroom Janitorial Services</b>	\$46,338.00	\$139,014.00
<b>Annual Total – Schedules A-E</b>	\$1,071,923.60	\$3,215,770.80
<b>Schedule F – Extra Work</b>	\$50,000.00	\$150,000.00
<b>Total – All Schedules</b>	<b>\$1,121,923.60</b>	<b>\$3,365,770.80</b>

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.