

CITY OF SIGNAL HILL AGREEMENT FOR MAINTENANCE SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this 13th day of September, 2022, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, located at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and Mariposa Landscapes, Inc., a California corporation, with its principal place of business at 6232 Santos Diaz St, Irwindale California 91702 ("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 citywide landscape maintenance services("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

3.1.2 Term. The term of this Agreement shall be from October 1, 2022 to October 1, 2023 with the option to extend services for three additional one-year terms unless earlier terminated as provided herein. At City's sole discretion, this term may be extended by up to 180 calendar days with the approval of the City's Director of Public Works. Any extension of the term beyond April 1, 2025 shall be made in writing as an amendment to the Agreement. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than three 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 **Patrick Kelley, Public Works Contracts Manager**, or his/her 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 **Terry Noriega, 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 National Pollutant Discharge Elimination System (NPDES) Permit Requirements.

All services shall be performed in compliance with the NPDES Permit requirements.

The Los Angeles Regional Water Quality Control Board (RWQCB) issues permits which govern stormwater and non-stormwater discharges resulting from municipal activities performed by or for the Coastal Watersheds of Los Angeles County, including the Los Angeles County Flood Control District, the County of Los Angeles, and 84 incorporated cities within the coastal watersheds of Los Angeles County with the exception of Long Beach (collectively referred to as Permittees). The current Permit is National Pollutant Discharge Elimination System Permit No. R4-2023-0175, Order R4-2012-0175 (NPDES Permit).

In order to comply with the NPDES Permit requirements, including its Public Agency Activities Program (Section VI.D.9, pages 122-136), City has incorporated Public Agency Facilities and Activities Maintenance Procedures (Maintenance Procedures) with Best Management Practices (BMPs) adopted from the current version of the Caltrans Storm Water Quality Handbook Maintenance Staff Guide (Caltrans Handbook). City staff and hired contractors must adhere to these procedures and practices. The 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.

Work performed under this Agreement shall conform to the NPDES Permit and the applicable sections of the Caltrans Handbook and must be performed as described within all applicable Maintenance Procedures. The Contractor must provide annual training as required in the NPDES

Permit (Section VI.D.9.k.i, page 136) to targeted staff whose interactions, jobs, and activities affect stormwater quality. The targeted staff must fully understand the Maintenance Procedures applicable to activities that are being conducted under this Agreement prior to conducting them. The Contractor must retain documentation that certifies that the annual training was conducted.

Evaluation of activities subject to NPDES Permit requirements performed under this Agreement will be conducted by the City to verify compliance with the Maintenance Procedures.

The NPDES Permit is available for review online at the RWQCB's website:

http://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/index.shtml#los_angeles

Applicable Maintenance Procedures from the Caltrans Handbook are available for review online at: <http://www.dot.ca.gov/hq/env/stormwater/pdf/CTSW-RT-02-057.pdf>

3.2.13.2 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.

3.2.13.3 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.

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

3.2.13.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, standards and ordinances listed in Sections 3.2.13.2, 3.2.13.3, and 3.2.13.4 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees

and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in Sections 3.2.13.2, 3.2.13.3, and 3.2.13.4 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Four Hundred Three Thousand Nine Hundred Forty Four Dollars (\$403,944.00)** over the term of the Agreement without written approval of the City Council or City Manager as applicable.. 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: **Mariposa Landscapes, Inc.
6232 Santos Diaz Street
Irwindale, CA 91702
ATTN: Terry Noriega, President**

City: **City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755
ATTN: Patrick Kelley, Contracts Manager**

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 Independent Contractors and Subcontracting.

3.6.1 Use of Contractors. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.6.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.6.2 Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all applicable provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7 Labor Code Compliance

3.7.1 Audit Rights. City shall have the right to audit Consultant's compliance with this Agreement and California Labor laws with respect to Consultant's personnel, including, but not limited to, Consultant's compliance with Sections 3.2.1, 3.2.10 and 3.6.2. Upon City's request, Consultant shall provide within five (5) business days documents sufficient to demonstrate its compliance with this Agreement including, but not limited to, W4s, itemized wage statements, employee handbooks, and time cards for any of Consultant's personnel who provide the Services.

3.8 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, in addition to any other rights or remedies the City may have for such breach or default under this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of \$100 to \$500, as liquidated damages for each working day of delay or nonperformance of any

services required hereunder, as specified below. The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

Following are violations that would be cause for liquidated damages, in addition to those specified in this Agreement:

- Failing to submit required reports.
- Failure to address repairs/replacement to damage caused by Contractor.
- Failure to provide prior notification of specific activities.
- Failure to clean areas at end of work day.
- Missing scheduled service days without providing prior notice to the Contract Officer or their designee (excluding inclement weather).
- Any failure or refusal by Contractor to perform in accordance with the terms of this contract.

When the Contract Officer determines that a violation of any nature described in this section has occurred, the Contractor will be notified in writing, via email or facsimile, by the City of the observed violation. Contractor shall respond within twenty-four (24) hours with a written plan stating how compliance will be obtained.

When the Contract Officer determines that a second violation of a similar nature has occurred within a 180 calendar day period of the first violation, a written complaint shall be filed with the Contractor by the City along with an assessment of liquidated damages in the amount of \$100 for each working day of delay/non-performance of any service required hereunder. The assessed rate of liquidated damages will increase to \$250 for a third violation by the same terms, and to \$500 for a fourth violation by the same terms for each working day of delay / nonperformance of any service required hereunder. If repeated violations continue, the City may provide notice of termination in accordance with Section 7.8 (Termination for Default of Contractor).

CITY OF SIGNAL HILL

MARIPOSA LANDSCAPE, INC.

By: _____
Joe Hoefgen
Interim City Manager

By: _____
Terry Noriega
President

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

ATTEST:

By: _____
[INSERT NAME AND TITLE]

By: _____
Carmen R. Brooks
City Clerk

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson
City Attorney

Exhibit "A"
Scope of Services

I. Contractor will perform the services described below:

A. The Contractor shall perform landscape maintenance services within the City of Signal Hill in conformance with the terms and conditions set forth in Exhibit A-1 "General Provisions", Exhibit A-2, "Special Provisions", and Exhibit A-3 "Area Descriptions" attached hereto

B. In addition to the specific services set forth in Exhibit A-1, Exhibit A-2 and Exhibit A-3, the City may request additional, as-needed work. Such work will be requested through a written Work Request issued by the City. Prior to the commencement of the Work Request services, City and Contractor shall agree in writing on the cost and schedule for such services, which shall be determined in accordance with the prices listed in Exhibit C-3, "Per Unit Pricing – Extra Work."

II. In addition to all other reporting requirements of the Agreement, during performance of the services, Contractor will keep the City apprised of the status of performance by delivering the status reports and other reports described in Exhibit A- 1 & Exhibit A-2.

III. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

Exhibit "A-1"
General Provisions

SECTION 1. TERMS

1.1 GENERAL DESCRIPTION OF WORK:

The work to be done, in general, consists of furnishing all labor, materials, tools, equipment, and incidentals necessary, except as otherwise specified, to maintain the designated landscaped areas set forth in Exhibit "A-3", Exhibit "C-1", and Exhibit "C-3" in a healthy, neat and growing condition and appearance, in accordance with the Standard Specifications of the State of California, City of Signal Hill Standard Specifications, and these Specifications. The Contractor shall furnish all labor, equipment, materials, and supervision necessary to perform the following services in the areas described in Exhibit "A-3" attached hereto, including, but not limited to, the following:

- a) Weeding and cultivating;
- b) Fertilizing;
- c) Trimming, pruning, training;
- d) Watering;
- e) Pest control;
- f) Mowing;
- g) Plant replacement;
- h) Clean up of curb, gutters and sidewalks;
- i) Tree tying and restaking;
- j) Reports;
- k) Irrigation repair;
- l) Restroom maintenance;
- m) Trash pick-up and disposal;
- n) Tot lot inspection;
- o) Stream maintenance; and
- p) Other duties related to maintenance of landscape and irrigation systems.

1.2 WORKING HOURS

- a) Grounds work shall be performed between 8:00 am and 4:30 p.m., Monday through Friday, excluding holidays. Any additional grounds work on holidays and weekends are allowed for emergency work or special events only.
- b) Restroom maintenance, stream maintenance, tot lot maintenance, trash pick-up and disposal at all sites shall be performed seven (7) days per week between 8:00 a.m. and 4:30 p.m.
- c) Special maintenance, if required, shall be by written permission of the City.
- d) Street lane closures shall be from 9:00 a.m. to 3:00 p.m. only. When street lane closures

are required, all delineation shall conform to the Work Area Traffic Control Handbook (WATCH), latest edition, published by BNI Publications, Inc., and shall conform to all applicable Cal-OSHA requirements.

1.3 MEASUREMENT FOR CERTAIN PAYMENTS

Emergency call-outs will be measured by the actual hours worked, and the shortest travel time either to or from the work site. Travel time longer than twenty (20) minutes must be justified in writing to the City. The hours will be calculated to the nearest one-quarter hour. Special event maintenance shall be paid at the specific hourly rate based on the actual hours worked.

Additional Services

Additional services, including emergency call-outs, or assignments requested by the Director or Contract Officer, including special event maintenance, shall be performed by the Contractor. Payment for such services shall be based upon the hourly rate specified in Exhibit C-3. Except in emergencies, such requests shall be preceded by twenty-four (24) hour notices. Contractor agrees to provide such additional services as reasonably requested.

Change In Services

During the term of this Agreement or any extension thereof, the City may elect to increase or decrease the areas receiving landscape services. The said increase or decrease shall be by written change order to the Contractor. The unit prices for the change order shall be the contract unit prices for the work added or deleted.

1.4 HOLIDAYS

The Contractor is not required to perform landscaping maintenance on Sundays or on any of the following holidays or any additional holidays set forth in any collective bargaining agreement which may be entered into between Contractor and its employees, a copy of which is to be provided to the City:

New Year's Day
Memorial Day
Independence Day (July 4th)
Labor Day (first Monday in September)
Thanksgiving Day
Christmas Day

No modification of this holiday schedule shall be effective unless authorized in writing by an official designated by the Director of Public Works ("Director"). Scheduled landscape maintenance for each of the holidays listed above shall be made within seven (7) days after such holiday unless the Director or Contract Officer authorizes a deviation.

During the week of the holiday, the Contractor shall adjust the weekly schedule so as to return to the normal weekly schedule the following week. The City must approve all such

adjustments. Holiday schedules must be submitted to the Director or Contract Officer thirty (30) days prior to the holiday.

Restroom maintenance and trash pick-up and disposal at all sites shall be performed during all holidays.

1.5 PERFORMANCE DURING INCLEMENT WEATHER

During the periods when inclement weather hinders normal operations, the Contractor shall adjust its work force in order to accomplish those activities that are not affected by the weather. The following terms and conditions shall govern Contractor's work with respect to the services performed during inclement weather.

- a) Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.
- b) The Contractor shall immediately notify the Contract Officer when the work force has been removed from the jobsite due to inclement weather, or other reasons.
- c) The Contractor shall restake and re-tie trees or other such activities as required as a result of inclement weather, and the Contractor shall remove all branches and debris resulting from inclement weather. The Contractor shall have full responsibility to keep park runoff channels clear, and remove debris from park storm drain gratings. The Contractor shall stay available to assist in any storm related damage repair to the grounds included within this Agreement. The Contractor shall clean drains, gutters, or other drainage structures within contracted maintenance service areas or perform other activities as needed to address weather related issues. The Contractor shall make available to the City, adequate personnel to assist in any storm related response or damage repair to work-sites subject to this Agreement.
- d) The Contractor shall not work or perform any operations during inclement weather that may cause damage to any landscaped area within the scope of this Agreement. The Contractor shall contact the Contract Officer by 8:00a.m. on any work day when conditions shall/may result in no scheduled work to be performed.

1.6 DISPOSAL

The Contractor shall make arrangements for disposing of all waste material generated during the performance of the services and shall pay all costs involved. Full compensation for waste disposal shall be included in the prices paid for various items of work and no additional compensation shall be allowed. The material shall not be disposed of on City property or within the area.

The Contractor shall transport and dispose of all green waste at a licensed Green Waste Processing Facility in accordance with all City, County, State and Federal requirements. The Contractor shall provide the Contract Officer with a quarterly report of the total tonnage of green

waste delivered to all said facilities utilized by the Contractor. The Contractor shall also include in its quarterly report the total tonnage of other materials that were self-hauled to licensed landfills, transfer stations, or other disposal facilities. Weight tickets for all green waste and other materials shall be included as an appendix to the report. The quarterly report shall be submitted to the Contract Officer with the Contractor's monthly invoice for the months of March, June, September, and December. Failure to provide a completed quarterly report shall result in payment being withheld by the City until said quarterly report is submitted and approved.

1.7 CONTRACTOR/CITY COMMUNICATION

Throughout the period of this contract, the Contractor shall establish and maintain an office and have an authorized Project Manager as the point of contact for communications with the City. The Contractor's office shall have a twenty-four (24) hour telephone service and a responsible person in charge seven (7) days per week to receive all requests for emergency and special services which are forwarded by the City. Contractor shall respond and provide emergency service within two (2) hours from the time a call is placed by the City. Requests for routine service or complaint issues shall be resolved expeditiously within the following twenty-four (24) hour period. The phone numbers, including a twenty-four (24) hour emergency number, of three (3) top management officials of the Contractor shall be provided to the City.

1.8 COMPLAINTS

Complaints regarding the Contractor's performance, received by the City, will be transmitted to the Contractor's office in writing, by telephone, or facsimile, and handled by the Contractor's Contract Manager. The Contractor shall make a report to the Director and Contract Officer within twenty-four (24) hours of receiving any complaint. Repeat complaints may be handled by a joint visit to the jobsite by the Contract Officer and the Contractor's Contract Officer. The Contractor shall submit to the City on a daily basis all complaints that are received directly by the Contractor from the public. Contractor shall maintain a log of complaints received and corrective actions implemented which shall then be submitted to the City within ten (10) days following the end of each calendar month.

1.9 VEHICLES AND LANDSCAPE MAINTENANCE EQUIPMENT

The Contractor shall, as a minimum, keep their equipment well maintained, neatly painted and meet other reasonable standards as may be established from time to time by the Director or Contract Officer. Adequate relief equipment must be available at all times to provide service to the City. Contractor shall provide and maintain during the entire Term sufficient vehicles and equipment to provide the services contracted for hereunder. The City's representative shall have the right to cease Contractor's operations immediately upon inspection of any vehicle or piece of equipment if that vehicle or equipment is deemed unsafe or unsatisfactory during the performance of this Agreement.

All vehicles used by the Contractor within the City limits must be clearly identified, on each side of the vehicle, with the Contractor's name and telephone number. All equipment must comply with all local, State, and federal laws, including hazard lights visible from the rear that operate

independently of the brake lights

1.10 CONTRACTOR'S EMPLOYEES

Contractor's employees shall be required to wear a clean uniform bearing the Contractor's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a name tag or identification card that are clearly displayed at all times. Contractor shall be responsible for ensuring protective equipment and clothing is used where required, and that equipment and protective clothing is in good and safe condition in accordance with 'CAL-OSHA' and all other applicable regulations. All maintenance crews are required to have at least one member that is proficient in the English language, and is available to address the concerns of the general public and/or the Contract Officer.

The City may refuse to accept any person, materials, and/or equipment furnished by the Contractor; in which event Contractor shall provide substitute qualified personnel, materials, and/or equipment. If any person is so refused by the City, the Contractor shall not, thereafter, use his/her services for any work performed under this Agreement.

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Driver's License issued by the State of California.

1.11 OWNER FURNISHED MATERIALS

The Contractor shall furnish all materials required to maintain the areas, except such materials as are designated in the specific provisions to be furnished by the City.

The Contractor shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the facilities. The Contractor shall properly use and keep safe all keys or locks issued by the City to the Contractor.

At the option of the City, the City may elect to furnish plant materials to be installed by the Contractor. Installation of these materials, when not included in the items bid for hereunder, shall be paid for as extra work.

1.12 WATER FROM CITY HYDRANTS

The Contractor shall obtain approval from the Public Works Department of the City of Signal Hill prior to use of water from any hydrant. Full compensation for costs of water used shall be considered as included in the prices for various contract items of work and no additional allowance will be made thereof.

1.13 DEFECTIVE MATERIALS

All materials furnished by the Contractor shall be new, high grade, and free from defects and imperfections, unless otherwise hereinafter specified. Workmanship shall be in accordance with the best standard practices. Both materials and workmanship shall be subject to

inspection by the City. All materials used shall be approved in writing, in advance, by the City.

All materials not conforming to the requirement of these specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected. Rejected materials shall be removed immediately from the site of work, unless otherwise permitted by the City. No rejected material, the defects of which have been subsequently corrected, shall be used until approved by the City.

1.14 STORAGE OF MATERIALS

Materials shall be stored so as to insure the preservation of their quality and fitness for the area. Stored materials shall be so located as to facilitate prompt inspection.

1.15 STORAGE AND USE OF HERBICIDES/PESTICIDES

Contractor shall furnish all pesticides/ herbicides required to complete the work as required by these specifications.

Contractor shall provide the City a complete list of all pesticides proposed to be used, prior to starting work. The most current specimen labels and Safety Data Sheets for all listed chemicals shall be supplied to the City, along with copies of both the licensed pest control advisor written recommendations and applicable Pest Control Advisor, and Qualified Applicator Licenses/ Certificates. All above-mentioned items shall be resubmitted in July of each year the Agreement is in effect. City shall be notified in writing of any changes or deviations.

Pesticides shall include, but not be limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants and repellants. Any substance or mixture of substances intended for preventing, repelling, mitigating or destroying weeds, insects, rodents or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

Contractor shall comply with all rules and regulations of the Department of Pesticide Regulation, Department of Food and Agriculture, the Los Angeles County Department of Health, Los Angeles County Agricultural Commissioner- Weights and Measures, the Department of Industrial Relations and all other agencies which govern the use and storage of pesticides required in the performance of the work. The Contractor shall have only properly trained and licensed personnel authorized to apply pesticides.

Contractor shall comply with proposal specifications concerning the verification of proper licensing for the application of certain specialized herbicides and pesticides. All materials used shall conform to these specifications or have prior approval by the City

1.16 MONTHLY AREA CHECKLIST SUBMISSION

The Contractor shall submit a completed monthly checklist with submission of the monthly

progress payment invoice. No monthly progress payment invoice(s) will be accepted without a Contractor's signed checklist.

The City will provide the Contractor with an electronic copy of the proposed Monthly Checklist to be used, for City approval. The Checklist will include the Contractor's name, mailing address, business phone number, the monthly progress payment invoice number, billing date, services completed (routine and specialty) and shall be completed by the Contractor on a weekly basis and submitted monthly.

1.17 CONTRACT CHANGE ORDER

Contract change orders may be ordered by the City. The Contractor shall provide appropriate labor, materials, tools, equipment and incidentals as necessary to complete any contract change order as ordered by the City. All work will be done in a timely and correct fashion and shall not impact specified contract work under this Agreement. A contract change order number will be assigned to each contract change order for identification at invoicing time. All contract change orders will be invoiced with monthly invoices, but shall be shown separately from monthly progress payment charges.

1.18 VANDALISM, DAMAGE, AND REPAIRS

Contractor will report without delay any damage to equipment or property. The Contractor shall be held responsible for the replacement of any such damage caused by Contractor's employee's acts hereunder. This includes replacement of all plant material, shrubs, turf, groundcover, mulch, irrigation, etc. for acts caused by Contractor resulting in the damage. The City will not compensate Contractor for any related repairs or replacements. Replacement plants shall be of like size, quantity and quality to those damaged. Such repairs shall be completed within forty-eight (48) hours.

For damage not caused by the Contractor, the Contractor will not be held liable. The Contractor will prepare an estimate to repair the damage and submit it to the City within forty-eight (48) hours. The City may or may not direct Contractor to repair the damage. If approved by the City, the Contractor shall make repairs immediately, no later than 48 hours.

If the damage creates an immediate hazard for the public or to City property, the Contractor shall take immediate actions to safeguard the public and/or City property.

1.19 EMERGENCY CALLS

The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City may be referred to the Contractor for immediate response.

- Contractor shall respond to the City to handle emergency calls within two (2) hours from time of notification and shall notify the Contract Officer upon completion of the call out and the work performed.
- Contractor shall designate a person(s) who shall be available to respond to emergency calls 24 hours per day seven (7) days per week. The phone numbers, including a twenty-four (24) hour emergency number, of three (3) top management officials of the Contractor shall be provided to the City.
- Contractor shall submit telephone number(s) to the City that can be used to obtain emergency service on a 24-hour basis.

Upon arriving at an emergency situation, it shall be the responsibility of the Contractor to eliminate all unsafe conditions which would adversely affect the health, safety or welfare of the public or notify the Contract Officer if that is not possible.

Failure to respond to the City within two (2) hours of attempt to contact shall result in application of liquidated damages as set forth in Section 3.8 of the Agreement.

Other requests for routine service or complaint issues shall be resolved expeditiously within the following twenty-four (24) hour period.

1.20 ENVIRONMENTAL REQUIREMENTS.

Contractor acknowledges that environmental sustainability is a major issue for the City. Contractor shall use and implement environmentally friendly, eco-friendly, as well as nature-friendly practices, tools, and materials in carrying out the services described herein in order to ensure environmental sustainability within the City to insure that the performance of the services reduce and minimize impacts upon ecosystems and/or the environment.

Contractor shall purchase and use recycled products and materials wherever feasible for work covered through these specifications and details. Recycled products and materials may include, but are not limited to, writing and printing paper, mulch, compost, soil, crushed concrete and asphalt, plant ties, landscape border materials, stakes, barricades, and fencing.

Exhibit "A-2"

Special Provisions

1.1 WORKMANSHIP

The Contractor shall ensure that:

- a) Work shall be performed by competent workers supervised by a competent supervisor with experience and technical training in landscape maintenance work.
- b) Pesticide operations shall be by a state licensed pest control operator, Applicators shall possess a California Department of Food and Agriculture Qualified Applicator's Certificate, with all appropriate categories.
- c) All work performed pursuant to this Agreement is subject to inspection by the Director or Contract Officer. If, in the judgement of the City, the level of maintenance is less than that specified herein, the City shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the Contractor and the City. Failure to notify of a change and/or failure to perform an item of work on a scheduled day may result in deduction of payment for that date or week. Payment will be retained for work not performed until such time as the work is performed to City standard.
- d) The Contractor is required to correct deficiencies within the time specified by the City. If noted deficient work has not been completed, payment for subject deficiency shall be withheld until deficiency is corrected, without right to retroactive payments.

1.2 REMOVAL OF DEBRIS DEPOSITED WITHIN PUBLIC STREETS OR RIGHTS-OF-WAY

The Contractor will be required to clean to the satisfaction of the Contract Officer all debris carried by its vehicles or equipment onto all public streets and rights-of-way. Clean up and sweeping must be completed by the end of each scheduled workday when debris has been deposited on said streets or rights-of-way.

1.3 QUALITY OF WORK, MATERIAL AND EQUIPMENT

All materials furnished by the Contractor shall be new, high grade, and free from defects and imperfections, unless otherwise hereinafter specified. Workmanship shall be in accord with the best standard practices. Both materials and workmanship shall be subject to inspection by the City. The City shall approve all materials used in writing, in advance.

1.4 RECORDS

The Contractor shall maintain a record of all special or emergency services performed, listing the dates, hours worked, and a description of the services performed. This record shall be attached to each monthly invoice for landscaping services. The Contractor is required to keep a daily log of all areas to be maintained under this contract. Said log shall state the name and location of the areas the number and type of problems found, the repairs that were performed, if any, and be signed by the Contract Manager at the end of each workday, each month, a report shall be prepared from the daily log. The report shall be submitted to the City with the monthly invoice for landscaping services.

1.5 RESTORATION AND REPAIRS OF DAMAGES AND CLEAN UP

The Contractor shall become familiar with all existing installations, both public and private, on the work site and shall provide adequate safeguards to prevent damage to existing structures and improvements. All fences, walls, slopes, landscaping and other obstructions which are removed, damaged or destroyed in the course of work shall be replaced and/or repaired, at the Contractor's expense, to the original condition and to the satisfaction of the City. Failure to have such damages repaired in a timely manner will result in the City deducting from the Contractor's payment the cost to perform the necessary remedial work.

The Contractor shall report without delay any damage to equipment or property and shall be held responsible for the replacement of any such damage caused by its acts hereunder. Repairs to the irrigation and sprinkler system resulting from damage by other than the Contractor's operations shall be promptly reported in writing to the City. The Contractor shall make repairs immediately and shall be liable for secondary damages caused to turf, groundcover or shrubs. This includes dead turf or groundcover caused by lack of water. Replacement of all plant material, shrubs, groundcover, mulch, and/or other plants, shall be the responsibility of the Contractor. The Contractor shall not be liable for damages caused by vehicles owned or used by others.

The Contractor shall maintain all areas clean of debris at all times. Upon completion of any work project, the Contractor shall remove remaining excess materials, waste, rubbish, debris, grass clippings, and its construction and installation equipment from the area. Any dirt or stains caused by the work shall be removed immediately.

1.6 SAFETY AND OTHER REGULATIONS

The Contractor shall keep fully informed of all existing and future laws of the United States and the State of California, and ordinances and regulations of the City of Signal Hill, which in any manner affect those engaged or employed in the work, or the materials used in the work. The Contractor shall comply with all City, County, State or Federal safety laws, ordinances and regulations. Upon notification by any governmental official of any safety defect, the Contractor shall immediately place warning devices notifying the public of the safety defect. On a daily basis, the Contractor shall inspect the warning devices placed by the Contractor and shall take all steps necessary to ensure that the warning devices are maintained until the safety defect has been corrected. The Contractor shall correct the safety defect within two (2) weeks of notification. Speed limit

laws are to be strictly adhered to within the City. Continued violations and/or complaints regarding excessive speed within the City will be grounds for suspension of the contract.

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances that apply to any work performed pursuant to this contract. Each internal combustion engine used for any purpose on the project shall be equipped with a muffler, and shall not be operated without said muffler installed per the manufacturer's specifications.

1.7 COOPERATION WITH UTILITY AND OTHER COMPANIES

Work in any area by utility and construction companies may, from time to time, progress concurrently with the work being performed under this contract. It is the responsibility of the Contractor to coordinate landscape maintenance work with the work being performed by others.

No material and/or equipment shall be stored where it will interfere with the free and safe passage of public or construction traffic. At the end of each workday, or whenever maintenance operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from the park, landscape, medians and/or roadway and open it for use by the public.

1.8 COMPLIANCE OF CONTRACTOR EMPLOYEES

If any person employed by the Contractor fails or refuses to carry out the directions of the City, the official designated by the Director of Public Works, or the Contract Officer, or appears incompetent, acts disorderly or in an unsafe manner, that person shall be immediately removed from the job site. Any Contractor employee or person employed by the Contractor who shows signs of intoxication or other impairment shall be immediately removed from the job site.

Prior to any individual who has previously been removed for said behavior returning to work within the City, the Contractor shall provide in writing the reason for the individual's behavior and the means used to prevent this behavior from occurring again. Failure of the Contractor to prevent, prohibit, or resolve problems with their employees working within the City will result in landscape maintenance operations being suspended until further notice. All costs will be borne by the Contractor for any such delays.

1.9 WATERING

- a) Watering shall not be done at a time when overspray might damage cars, impede traffic or pedestrians, or at times when activities in the project area might be inconvenienced or disrupted. Watering schedule must comply with the City's water conservation ordinance. All automatic watering shall be from 11:00 p.m. to 4:00 a.m. Watering run times may be modified to minimize plant disease during hot or humid weather.

- b) Reclaimed water is used for irrigation within Reservoir Park. All applicable health and safety ordinances are to be strictly followed. No watering, irrigating, or spraying with reclaimed water shall occur while the public is present. The reclaimed water system is to be checked weekly to assure the system's operation and the spray pattern does not spray, flood, pond, or otherwise negatively impact the public, grounds and nearby potable water storage reservoir. Any contamination of the reservoir or appurtenances resulting from the negligence of Contractor shall be cleaned to all City and State Health Department standards at the Contractor's sole expense, and no additional compensation shall be allowed therefore.

1.10 CONTRACTOR'S SPECIFIC WORK RESPONSIBILITIES

a) Turf Areas

- a. Mow all turf areas weekly, if necessary, to maintain the height specified below, with clippings mechanically collected and the borders neatly edged. Trim around trees, rocks, valve boxes and other items located in the turf area keeping grass below weekly mowing height using weedeater-type trimmer. The use of a weedeater-type trimmer is not an acceptable substitute for an edger along the edge of paving, concrete sidewalks and mow strips. The use of herbicides in turf area to trim edges or around heads is NOT acceptable. Trim around planters, mowing strips, street signs, and light standards. Turf areas shall be mowed in accordance with acceptable horticultural standards. Irrigate as necessary to maintain proper growth rate and optimum appearance. Irrigation shall take place between 11:00 p.m. and 4:00 a.m. The City shall approve all cycle lengths.
- b. Maintain lawn areas in a weed-free condition. For chemical control of broadleaf weeds, use of an approved selective herbicide shall be initiated on an as-needed basis to maintain a "Weed-free" turf condition. The Contractor shall supply the Contract Officer written notice prior to any application of herbicide, pesticides or any other chemical within any work area containing a potable water storage reservoir. The Contractor shall not apply said chemicals prior to receiving a written approval for the work in these areas.

b) Fertilization

- a. Fertilize four (4) times annually with Best Turf Supreme 16-8-8 controlled release fertilizer or approved equivalent, using two pounds actual Nitrogen per 1000 square feet, in March, June, October, and December.
- b. Obtain written approval from the Contract Officer before commencing fertilization.
- c. Control pests, including rodents, snails, and diseases continuously to provide a healthy environment for plants and public. This is to be done on a continuous basis with baits to be placed daily, if necessary.

- d. Roll turf and reseed as needed to premeditate tire wear damage that may develop, to maintain a level surface and to fill in bare areas.
- e. All turf areas shall be mechanically aerated at least twice a year and dethatched at least once a year. If necessary, all turf areas shall be aerated at additional times as needed. Aeration shall be done to a depth of not less than four (4") inches and shall be done immediately prior to the March and October fertilization. Prior to aeration, all irrigation heads shall be flagged and any other necessary precautions shall be taken to ensure that irrigation equipment is not damaged. Contractor shall be responsible for replacement of any irrigation equipment that is damaged by aeration.
- f. All landscaped areas in close proximity to City potable water storage reservoirs require special care by Contractor to prevent contamination by pesticides, herbicides, or fertilizers. Any contamination of any reservoir or appurtenances resulting from the negligence of Contractor shall be cleaned to all City and State Health Department standards at the Contractor's sole expense, and no additional compensation shall be allowed therefore.

c) Groundcover Areas

- a. All weeds shall be removed as they appear. A broad-spectrum pre-emergent weed control, such as Surflan, Balan, or other approved chemical shall be applied per manufacturer's specifications to shrub beds and groundcover beds in April and October. Additional weed control shall be initiated as necessary to maintain a weed-free condition. Weed control shall be done on a continuous basis.
- b. Morning Glory, Dandelions, and other broadleaf weeds shall be treated immediately when observed by spot treating with an approved selective herbicide or other chemical, as approved in writing by Contract Officer.
- c. Fertilize twice yearly with the rate of application to be 2.5 pounds actual Nitrogen per 1000 square feet with Gro-Power Plus 5-3-1 or an approved equal in March and October.
- d. Trim and edge as necessary to restrict growth from encroaching upon roadways, landscape rock, walkways, or other adjacent areas.
- e. Irrigate as required to maintain healthy growth and appearance.
- f. It shall be the Contractor's responsibility to maintain the level of the soil in the groundcover and shrub planters. In the center medians and arterial planters, the soil shall be kept two (2") inches below the curb and sidewalks in order to contain irrigation water. It is the Contractor's responsibility to lower the soil as needed, with no additional compensation.

- g. Control pests, including rodents, snails and diseases continuously to provide a healthy environment for plants and public.
- h. Groundcover shall be replaced as needed. The Contract Officer shall determine species and size of groundcover to be replaced. On center plant spacing shall be determined by the Contract Officer.

d) Shrubs, Vines and Trees

- a. Trim, shape and prune shrubs and vines to maintain a safe, reasonable appearance, considering the proper shaping of specific varieties.
- b. Control pests and diseases continuously to provide a healthy environment for trees, shrubs, and the public.
- c. Stake, retie, and support trees as necessary.
- d. All ties shall be checked and adjusted or removed frequently to avoid "girdling."
- e. Contractor shall fertilize shrubs and vines in March, June, October, and December, using Gro-Power Flower And Bloom or approved equal at a rate of 20 lbs. per 1,000 square feet.
- f. Application of an iron chelate fertilizer shall be used as directed by the Contract Officer throughout the year, when necessary to maintain a healthy, vigorous growth and foliage.
- g. Vegetation shall be pruned to not interfere with traffic flow. Adequate sight distances are to be provided at all roadway intersections as determined by the Director. Stop signs, or other road signs, shall be kept clear and visible at all times to vehicular and pedestrian traffic.
- h. Fallen leaves from trees shall be removed continuously as needed.
- i. Shrubs and trees shall be replaced as needed. The Contract Officer shall determine species and size of shrubs or trees to be replaced. On center plant spacing shall be determined by the Contract Officer.
- j. Irrigate shrubs and vines as required to maintain healthy growth and appearance, Hand water where necessary.
- k. Agapanthus stalks shall be removed within two (2) weeks after blooming, or on direction of the Contract Officer.

e) General Landscape Conditions

- a. Contractor will immediately clean roadways, curbs, gutters, retaining walls, and any other areas littered or soiled by its maintenance operations to a standard acceptable to the Contract Officer.
- b. Leaves, paper, weeds and other debris will be removed daily from all landscaped areas and disposed of off-site.
- c. The Contractor shall give notification of all "Specialty Type" maintenance operations to the City, in writing, 48 hours prior to each of these operations. "Specialty Type" maintenance operations are defined as: fertilization, tree trimming, seeding, all pesticide application except spot treatment, and other types of plant replacements.
- d. Failure of Contractor to provide such written notification may be deemed by City to be a failure to perform the work. Contractor shall provide the County Agriculture Commissioner and the Contract Officer a written 24- hour "Notice of Intent" prior to treating for rodents with aluminum phosphide, strychnine, or any other restricted chemicals.
- e. Contractor is required, as part of this Agreement, to furnish all necessary parts and materials and to supply proof of application and purchase of chemicals and fertilizers. Contractor is further required to stock items that are frequently used. These items, including irrigation parts, shall be of the same make and model as the original.
- f. Contractor is required to have 2-way radio contact with its crews and trucks at all times.
- g. Contractor shall apply herbicides per State and County codes and only when approved in writing by the Contract Officer or its designated representative.
- h. All vehicles carrying restricted chemicals shall be properly placarded per DOT guidelines.
- i. Contractor shall replace or replant any groundcover, shrubs or trees damaged by the Contractor, or missing for any reason other than Acts of God.
- j. All landscaping and irrigation work shall be done following the City's standards and specifications for planting and irrigation. These specifications are on file at the City.

f) Reports

- a. Sprinkler Irrigation Reports: The Contractor shall furnish a monthly irrigation

report. Sprinkler controllers shall be checked weekly to insure their proper operation and any malfunctions shall be reported promptly to the City. Non-working heads, broken risers, stations failing to turn on or off as dictated, leaking valves, main line leaks, broken wires, or controllers failing to keep time are all examples of irrigation failures. These failures shall be reported within twenty-four (24) hours upon discovery and repairs or replacements made before twenty-four (24) hours have passed, unless there is continuous leaking resulting in an erosion problem, in which case repairs shall be made immediately. Contractor shall be responsible for repair of all irrigation wiring that is damaged as a result of rodent activity. The monthly irrigation report is to be submitted to the Contract Officer no later than the tenth of the following month.

- b. Monthly Maintenance Schedules: The Contractor shall furnish monthly maintenance schedules to include planned activities for all persons performing any function of this Agreement.
- c. Daily Maintenance Schedules: The Contractor shall furnish daily maintenance schedules for the cleaning of restrooms, trash pick-up, stream maintenance and tot lot inspection, and other daily or twice daily maintenance items consistent with the frequency table on Exhibit C-2.
- d. Contractor shall supply to the Contract Officer a copy of its written recommendation by a licensed pest control advisor prior to the application of any pesticide or herbicide.
- e. The Contractor shall prepare a quarterly National Pollution Discharge Elimination System (NPDES) report detailing the total pounds of fertilizers or other chemicals that have been applied to the landscaped areas. Each chemical shall be listed separately with the total pounds applied of each material.
- f. All turf areas shall be audited annually by a certified irrigation auditor, and a report provided to the Contract Officer. This report shall be used to determine irrigation run times, and will be performed in April of each year.
- g. All reports and schedules shall be in writing and must be approved by the City. Whenever in this Agreement Contractor is required to perform inspections of the condition of property, landscaping or facilities as specified hereunder, Contractor shall make and keep a written record of same.
- h. Monthly Irrigation Schedule: A written schedule of irrigation shall be provided monthly to the Contract Officer. Changes in the irrigation schedule shall be approved in advance by the Contract Officer.

1.11 SPECIFIC METHODS OF PERFORMING IRRIGATION

- a) Irrigation shall be done by the use of automatic sprinkler systems, however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the

Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site. Periodic inspection of the irrigation coverage shall be made by Contractor at least once per week. All areas receiving inadequate or marginal coverage shall be irrigated by a portable irrigation method until full coverage can be restored. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. Care shall be exercised to prevent a waste of water, erosion, and/or detrimental seepage into existing underground improvements or structures.

- b) Any damage to public or private property resulting from excessive irrigation water or irrigation water runoff may be withheld from any payment due to Contractor. Immediate irrigation repairs are to be made by the Contractor to the satisfaction of the City.
- c) The Contractor shall inspect and examine the operation of the complete irrigation system for any malfunction while the water is on at least once every week. The Contractor shall maintain all sprinkler systems, at no additional cost to the City. The Contractor shall make whatever adjustments or repairs may be necessary to prevent excessive runoff into street pavement areas or other areas not meant to be irrigated. The Contractor shall be responsible for the maintenance and repairs or replacement of all valves, heads, wire, automatic controllers, and quick coupler or any other irrigation equipment used by the City in the project areas. Sprinkler systems not functioning normally must immediately be cleaned, repaired, raised, lowered, straightened or replaced by new equipment and materials identical in type to the original design.
- d) The irrigation system in Reservoir Park is a reclaimed water system. Special care must be taken to assure that no over spray from this system encroaches into the reservoir area. Contractor shall be responsible for any water contamination in the reservoir or adjacent grounds and buildings caused by an irrigation malfunction, including, but not limited to, malfunctions caused by vandalism.
- e) The Contractor shall develop and maintain an Irrigation Schedule to support a healthy environment for grass, ground cover and trees. Irrigation shall be shut off during rainy periods or when not needed.
- f) The Contractor is not responsible for the payment of water bills unless due to negligent or excessive use as determined by the Contract Officer. The Contractor shall monitor water usage and determine normal seasonal rates of water usage, if excessive usage is occurring. Contractor is responsible for determining the reason therefore and correcting same. If City determines that negligence on the part of Contractor or Contractor's failure to monitor or failure to cure has led to excessive usage, City may charge Contractor for the excess usage at the current commercial water rate.
- g) Shrub beds shall be irrigated, as required, to maintain horticulturally accepted growth and color and to promote deep rooting. Irrigation rates for shrub areas shall be applied in such a manner as to keep surface runoff at a minimum. The irrigation rate shall be

adjusted to the needs of shrub type, seasons, and weather conditions.

- h) The Contractor shall make repairs or replacements to the irrigation system within 24 hours after discovery or notification of damage or malfunction.
- i) Newly planted trees, shrubs, groundcover, or turf shall receive special attention until these plants are established, adequate water shall be applied to promote normal, healthy growth. Collection basins or berms shall be maintained during the establishment period.

1.12 RESTROOM MAINTENANCE

- a) The restroom facilities at all park locations currently included, or that may be included during the contract term, shall be cleaned and resupplied twice daily between 5:00 a.m. and 8:00 a.m. Restroom facility equipment, including all plumbing fixtures, shall be checked daily for correct operation. Contractor shall make all necessary repairs to the restroom equipment within 48 hours of the discovery of the defect. Repairs made necessary due to vandalism which necessitate additional payment over and above the base compensation but within the contingency provided in the total compensation will be considered for approval by the Director of Public Works. Repairs made necessary due to vandalism which necessitate additional payment over and above the total compensation will be considered for approval by the City Manager as extra work and will be compensated per Section 3.3.4 of the Agreement. All costs for supplies for the cleaning, resupplying and maintenance of the restroom facilities shall be borne by the Contractor and no further compensation shall be allowed therefore.
- b) Daily cleaning shall include, but not be limited to:
 - a) Clean and sanitize bowls, urinals and sinks,
 - b) Clean and polish fixtures,
 - c) Clean restroom floors with germicidal detergent solution,
 - d) Wipe off top of all surfaces, including door moldings, fixtures, dividers, partitions, etc.,
 - e) Spot clean restroom walls and partitions,
 - f) Clean, disinfect and polish all drinking fountains,
 - g) Refill toilet rolls, Janitor spaces shall be maintained in a neat, clean, and orderly condition at all times,
 - h) Janitor spaces shall be secured and locked before leaving site.

1.13 TRASH PICK-UP AND DISPOSAL

The Contractor shall pick-up all trash and empty all trash receptacles at all park locations currently included, or that may be included during the Agreement term, daily between 5:00 a.m., and 8:00 a.m. An additional trash run will be completed on Saturday, Sunday & Holiday's between 3:00p.m. and 5:00p.m. beginning the first week in July and continuing through the Labor Day weekend. Trash bags for the trash receptacles

shall be a minimum of 1 mil thick and provided by the Contractor, and no further compensation shall be allowed therefore.

1.14 TOT LOT INSPECTION

- a) Play Areas - All play areas with sand cushion medium will be cleaned and inspected Monday through Friday for litter and broken glass and thoroughly raked. All areas under swings, slides, and other active play equipment will have sand raked into low areas daily. Walkways surrounding play areas will be swept daily to minimize slipping hazards. The Contractor shall clean sand off of steps, walkways and platforms of all play equipment daily. Sand shall be graded away from walkways to allow a 3-inch grade change between top of walk and top of sand. Once every month the sand medium shall be deep rototilled and filtered through a screen to remove foreign objects. Play areas with RWP Fiber Fall (engineered wood fiber) will be cleaned out and inspected Monday through Friday as above. Area of constant wear will be raked level particularly under swings, sliding poles and at the base of slides.
- b) Play Equipment - All play equipment will be inspected daily for unsafe/hazardous conditions. All chains, bolts, "S" hooks, steps, rails, and other elements of the equipment will be maintained by Contractor to the manufacturer's specifications. Damaged and/or missing elements shall be repaired/replaced immediately by Contractor. All play equipment shall be inspected daily by Contractor with a written weekly summary of the daily inspections with any corrective measures noted. The Contractor shall provide said written weekly inspection report to the Contract Officer.

1.15 STREAM MAINTENANCE IN HILLBROOK PARK

- a) Daily Maintenance
 - a. Remove all debris in and around stream.
 - b. Empty and clean intake and discharge screens of pump system.
 - c. Contractor shall supply all chemical additives to maintain a pH level of 6.8 to 7.0 and prevent algae growth. Proper chemical content of stream water shall be verified daily. If water quality is not acceptable as determined by the Contract Officer, Contractor shall drain the stream and refill with fresh water and chemical additives.
- b) Monthly Maintenance
 - a. Trim all plants, grasses and vines adjacent to stream to keep organic matter out of the water and to maintain visibility of regulatory signs adjacent to stream.
 - b. The Contractor shall inspect all stones and rocks that comprise the stream and waterfall areas to verify that they are all firmly seated and secured by mortar. Any loose stones and/or rocks shall be reset using an appropriate mortar mixture.
- c) Quarterly Maintenance
 - a. Contractor shall completely drain stream.
 - b. Remove all debris, sand and organic matter from the stream bed, intake

and discharge screens of the pump system and pump sump.

- c. Apply 12% chlorine solution mixed 50-50 with fresh water to the sides and bottom of the streambed to kill accumulated algae.
- d. Drain any water accumulated during cleaning process and refill stream with fresh water and chemical additives.
- e. Contractor shall test water to verify proper chemical content to maintain a pH level of 6.8 to 7.0 and prevent algae growth a minimum of one (1) hour after chemicals are added to the stream.

d) Mechanical Equipment

- a. Contractor shall be responsible for the maintenance of all mechanical equipment used to operate the stream including, but not limited to; intake and discharge screens, electrical wiring and service and all appurtenant piping.

1.16 DEBRIS CONTROL

The Contractor shall promptly remove all debris generated from contract operations (e.g. grass clippings, shrubbery clippings, dead plants, tree limbs, etc.) for each work area. All debris shall be removed when the work item is complete, but no later than the end of each workday. The debris shall be removed from the work site and disposed of by the Contractor outside the City boundaries at a site approved by the City. The cost of disposal shall be included in the total compensation and no additional compensation shall be allowed.

1.17 MISCELLANEOUS PROVISIONS

- a) Contractor's representative shall perform a minimum of 4 general inspections per year with the Contract Officer to generally review the condition of the contracted areas and may also be required to attend a minimum of two annual City Council meetings as they pertain to the Agreement.
- b) Contractor shall be responsible to ensure training and supervision of all employees regarding proper safety practices. These include, but are not limited to, equipment operation, chemical application, work area traffic control procedures, and general field safety practices.
- c) Contractor shall provide, at its own expense, replacement of any lost plant material due to Contractor's negligence.
- d) Contractor shall maintain all surface drains to provide adequate drainage. The cleaning and maintenance of surface catch drains shall be provided monthly during the months of November through March; and bi-monthly during April through October.

1.18 INTEGRATED PEST MANAGEMENT

Citywide IPM Requirements:

- a. All staff and City contractors working for the City of Signal Hill will adhere to the City IPM Plan shown below as well as plans developed by site IPM coordinators to address specific pest problems.
- b. No pesticides shall be purchased by City staff or contractor application authorized without prior approval from the Contract Officer.
- c. Contractors hired to perform pest control of any kind shall be familiar with IPM and shall use IPM methods in their work for the City.
- d. Prohibited Pesticides - No federal or state restricted materials, or pesticides labeled with signal words "Danger" or "Warning" will be used for routine maintenance by staff or by City contractors.
- e. IPM Resources: Statewide IPM Plan information for dealing with specific pests, training and general information about IPM is available at: <http://www.ipm.ucdavis.edu/>.
- f. Integrated Pest Management report: Contractor will complete and sign the IPM form, below, noting compliance with the City's IPM.

INTEGRATED PEST MANAGEMENT (IPM) PROGRAM FOR THE CITY OF SIGNAL HILL

Introduction

Integrated Pest Management (IPM) is a program that establishes a sustainable approach to managing pests by combining biological, physical, cultural, and chemical tools in a way that minimizes economic, health, and environmental risks. A comprehensive IPM Program allows for primary focus on pollution prevention by monitoring and preventing pests as well as minimizing heavy pest infestations, which reduces the need for chemicals and/or multiple applications. The goal of the IPM Program is not to eliminate all pests, but to keep their populations at tolerable levels. In an IPM program, monitoring techniques, prevention techniques, and economic thresholds are used to determine when to implement control strategies.

IPM practices are encouraged over the sole use of pesticides as the primary means of pest management. As a part of their Municipal Activities Program, public agencies and their contractors evaluate the ability to use non-chemical IPM techniques before intensive use of pesticides. 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), have the best likelihood of long-term effectiveness, and reduce surface water pollution impacts.

Effects of Pesticides in California Waters

The toxicity measured in agricultural and urban areas has significantly higher toxicity and greater magnitude of toxicity than sites in less developed areas.¹ Toxicity identification evaluations (TIEs) have identified pesticides, primarily organophosphates and more recently pyrethroids, as the causes of toxicity in ambient water and sediment samples from California water bodies. It has been established that there is a direct correlation between toxicity and ecosystem impacts. In response to higher toxicity, aquatic invertebrate population densities have declined. This IPM program incorporates a sustainable approach to managing pests while preventing pollution.

IPM Regulatory Background and Permit Requirements

This IPM Program outlines procedures that are required by the Los Angeles County Municipal Separate Storm System Permit (MS4 Permit)² along with additional IPM

¹ J. Hunt, B. Markiewicz, and M. Pranger, *Summary of Toxicity in California Waters: 2001-2009* (California State Water Resources Control Board, 2010).

² California Regional Water Quality Control Board Los Angeles Region. 2012. Order No. R4-2012-0175 NPDES Permit No. CAS004001 Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, except those Discharges Originating from the City of Long Beach MS4.

techniques that should be used to implement an effective IPM program. Pursuant to MS4 Permit Part VI.D.9.g, this IPM Program requires the following:

	IPM Program Requirement
1	Use the standard protocol for routine and non-routine application of pesticides, pre-emergents, and fertilizers located in the City's cut sheet, "Urban Runoff Controls for Landscaping Maintenance".
2	Quantify pesticide use by staff and hired contractors.
3	Prepare and annually update an inventory of pesticides used by all internal departments, divisions, and other operational units.
4	Ensure that staff applying pesticides are certified in the appropriate category by the California Department of Pesticide Regulation, or are under the direct supervision of a pesticide applicator certified in the appropriate category.
5	Ensure that the use of pesticides, including Organophosphates and Pyrethroids, does not threaten water quality.
6	Encourage the retention and planting of native vegetation to reduce water, pesticides, and fertilizer needs.*
7	Demonstrate implementation of IPM alternatives where feasible to reduce pesticide use.
8	Through the procedures incorporated into this Program, minimize pesticide use and encourage the use of IPM techniques (including beneficial insects) for public agency facilities and activities.*

*Additional Resources

The UC IPM website www.ipm.ucdavis.edu will serve as a resource for supplemental IPM techniques to assist the City with the implementation of this IPM Program (e.g., detailed methods for insect control).

Responsible Staff

The staff responsible for the implementation of the above requirements is:

Exhibit “B” Schedule of Services “”

Contractor shall perform all services with the term of the Agreement and in accordance with timeframes for the specific services set forth under Exhibit “C-2” as well as the schedule(s) to be developed by Contractor and subject to the written approval of the City.

City shall review Contractor's performance prior to the expiration of the Term. Within six months prior to conclusion of the Term, the City, in its sole discretion, may agree to extend the Term of this Agreement as set forth in Section 3.1.2 and upon mutual agreement in writing by the Parties. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates of compensation 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-Riverside-Orange Counties for the prior year.

Exhibit "C"

Compensation

- I. Contractor shall perform the services described herein at the rates set forth in Exhibit "C-1" and Exhibit "C-2" attached hereto for a total base compensation of \$403,944.
- II. Within the budgeted amounts for each Task set forth on Exhibit "C-1" and Exhibit "C-2", and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the total compensation is not exceeded per Section 3.3.1, unless Extra Work is approved per Section 3.3.4.
- III. The City will compensate Contractor for the services performed upon submission of a valid invoice. Each invoice is to include:
 - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the services.
- IV. Contractor shall provide a Performance Bond and Payment Bond pursuant to Sections 3.2.12.1 and 3.2.12.2 of this Agreement, executed by a surety meeting the qualifications described in Section 3.2.12.4.
- V. 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-Riverside-Orange Counties.

**Exhibit “C-1”
Schedule of Compensation**

Area 1 & 1 A	Hillbrook Park & Hillbrook Annex	\$673.24 / month
Area 2	Reservoir Park & Demo Garden on 33 rd St	\$2,019.72 / month
Area 3	Cherry Ave Medians, Tree Wells, and Sidewalks	\$1,683.10 / month
Area 4	Spring St Medians, Tree Wells, and Sidewalks	\$1,346.48 / month
Area 5	Willow St Medians, Tree Wells, and Sidewalks	\$1,683.10 / month
Area 6	Choker Medians (Citywide)	\$336.62 / month
Area 7	Orange Ave Tree Wells and Sidewalks	\$1,009.86 / month
Area 8	21 st St (South Side) & Stanley Ave	\$168.31 / month
Area 9	Skyline Dr. Parkway between Cherry Ave and Dawson Ave	\$673.24 / month
Area 10	Cherry Ave Slope (east and west sides of street, including cribwall)	\$1,009.86 / month
Area 11	Alliance Ave Wall (from Lemon Ave to Orange Ave)	\$336.62 / month
Area 12	Lemon Ave Wall (south of 2269 Lemon Ave)	\$168.31 / month
Area 13	Temple Reservoir Site (2271 Temple Parking Lot, Buildings and Landscaping)	\$673.24 / month
Area 14	Signal Hill Park (includes City Hall, Library, Community Center, Spud Field, and City Hall Parking Lots)	\$3,029.58 / month
Area 15	Sunset View Park and Annex (Hill St and Skyline Dr)	\$1,683.10 / month
Area 16	Southeast Area Medians (Hill St between Obispo Ave and Temple Ave; Obispo Ave between Hill St and Temple Ave)	\$1,009.86 / month
Area 17	Raymond Arbor Park (1881 Raymond Ave)	\$1,009.86 / month

Area 18	Discovery Well Park (2200 Temple Ave) and Unity Monument	\$2,019.72 / month
Area 19	Panorama Promenade (between Dawson Ave & Molino Ave)	\$1,009.86 / month
Area 20	Police Station (2745 Walnut Ave)	\$2,356.34 / month
Area 21	Hilltop Park (northwest corner of Dawson Ave & Skyline Dr)	\$2,356.34 / month
Area 22	Calbrisas Park (2451 California Ave)	\$1,346.48 / month
Area 23	Dog Park (3100 California Ave)	\$1,009.86 / month
Area 24	Maintenance Yard with Demo Garden (2175 28 th St)	\$673.24 / month
Area 25	Community Garden (21 st St Between Alamitos Ave and Cherry Ave)	\$1,009.86 / month
Area 26	21 st St between Gundry Ave and Walnut Ave	\$336.62 / month
Area 27	2791 Walnut Ave	\$336.62 / month
Area 28	Heritage Point Park (southwest corner of Burnett St and Cherry Ave)	\$2,019.72 / month
	Pet Stations – Citywide (2200 Ohio Ave, 21 st St and Junipero Ave, 2200 St Louis Ave)	\$673.24 / month

Exhibit "C-2"
Per Area Frequency Tables

Legend

TD	Twice Daily
D	Daily
W	Weekly (52 times/year)
TM	Twice Monthly (24 times/year)
M	Monthly (12 times/year)
Q	Quarterly (4 times/year)
TY	Twice Yearly (2 times/year)
Y	Yearly (1 time/year)
AN	As needed
NA	Not Applicable

1. Hillbrook Park & Hillbrook Annex	
Turf Areas	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Mowing	W
Edging	W
Aerate, Dethatch & Rake	Y
Pest, Disease Control	AN
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	W
Pruning	W
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	W
Drainage System	W
Empty Trash Can(s)	D

2. Reservoir Park & Demo Garden on 33rd St	
Turf Areas	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	TM
Weed Control	W
Fertilizing	Y
Mowing	W
Edging	W
Aerate, Dethatch & Rake	Y
Pest, Disease Control	AN
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	W
Pruning	W
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	W
Drainage System	W
Empty Trash Can(s)	D
Restroom	TD

3. Cherry Ave Medians, Tree Wells, and Sidewalks	
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	TM
Pruning	TM
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	TM
Drainage System	TM

4. Spring St Medians Tree Wells, and Sidewalks	
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	TM
Pruning	NA
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	TM
Drainage System	TM

5. Willow St Medians, Tree Wells, and Sidewalks	
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	TM
Pruning	TM
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	TM
Drainage System	TM

6. Choker Medians (Citywide)	
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	TM
Pruning	TM
Pest, Disease Control	AN
Non -Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	TM
Drainage System	TM

7. Orange Ave Tree Wells and Sidewalks	
Non -Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	W
Drainage System	W

8. 21st St (South Side) and Stanley Ave	
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	TM
Pruning	TM
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	TM
Drainage System	TM

9. Skyline Dr Pkwy between Cherry Ave and Dawson Ave	
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	TM
Pruning	TM
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	TM
Drainage System	TM

10. Cherry Ave Slope (east and west sides of street, including cribwall)	
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	TM
Pruning	TM
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	TM
Drainage System	TM

11. Alliance Ave Wall (from Lemon Ave to Orange Ave)	
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	TM
Pruning	TM
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	TM
Weed Control & Edging	TM
Drainage System	TM

12. Lemon Ave Wall (south of 2269 Lemon Ave)	
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	TM
Pruning	TM
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	TM
Weed Control & Edging	TM
Drainage System	TM

13. Temple Reservoir Site (2271 Temple Parking Lot, Buildings and Landscaping)	
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	W
Pruning	W
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	TM
Drainage System	TM

14. Signal Hill Park (includes City Hall, Library, Community Center, Spud Field, City Hall Parking Lots)	
Turf Areas	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Mowing	W
Edging	W
Aerate, Dethatch & Rake	Y
Pest, Disease Control	AN
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	W
Fertilizing	Y
Mowing	W
Edging	W
Pruning	W
Aerate, Dethatch & Rake	Y
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	W
Drainage System	W
Empty Trash Can(s)	D
Restrooms	TD

15. Sunset View Park and Annex (Hill St and Skyline Dr)	
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	W
Pruning	W
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	W
Drainage System	W
Empty Trash Can(s)	D
16. Southeast Area Medians (Hill St between Obispo and Temple; Obispo Ave between Hill and Temple)	
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	W
Pruning	W
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	W
Drainage System	W

17. Raymond Arbor Park (1881 Raymond Ave)	
Turf Areas	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Mowing	W
Edging	W
Aerate, Dethatch & Rake	Y
Pest, Disease Control	AN
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	W
Fertilizing	Y
Edging	W
Pruning	W
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	W
Drainage System	W
Empty Trash Can(s)	D

18. Discovery Well Park (2200 Temple Ave) and Unity Monument	
Turf Areas	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Mowing	W
Edging	W
Aerate, Dethatch & Rake	Y
Pest, Disease Control	AN
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	W
Pruning	W
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	W
Drainage System	W
Empty Trash Can(s)	D
19. Panorama Promenade (between Dawson Ave and Molino Ave)	
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	W
Pruning	W
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	W
Drainage System	W
Empty Trash Can(s)	D

20. Signal Hill Police Station (2745 Walnut Ave)	
Turf Areas	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Mowing	W
Edging	W
Aerate, Dethatch & Rake	Y
Pest, Disease Control	AN
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	W
Pruning	W
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	W
Drainage System	W

21. Hilltop Park (including intersection of Dawson Ave and Skyline Dr)	
Turf Areas	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Mowing	W
Edging	W
Aerate, Dethatch & Rake	Y
Pest, Disease Control	AN
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	W
Pruning	W
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	W
Drainage System	W
Empty Trash Can(s)	D
Restroom Cleaning	TD

22. Calbrisas Park (2451 California Ave)	
Turf Areas	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Mowing	W
Edging	W
Aerate, Dethatch & Rake	Y
Pest, Disease Control	AN
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	W
Pruning	W
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	W
Drainage System	W
Empty Trash Can(s)	D
23. Signal Hill Dog Park (3100 California Ave)	
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	W
Pruning	W
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	W
Drainage System	W
Empty Trash Can(s)	D

24. Maintenance Yard with Demo Garden (2175 28th St)	
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	W
Pruning	W
Pest, Disease Control	Y
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	W
Drainage System	W

25. Community Garden (21st St between Alamos Ave and Cherry Ave)	
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	W
Pruning	W
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	W
Drainage System	W
Empty Trash Can(s)	D

26. 21st St between Gundry Ave and Walnut Ave	
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	W
Drainage System	W

27. 2791 Walnut Ave	
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	W
Pruning	W
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	W
Drainage System	W

28. Heritage Point Park (southwest corner of Burnett St and Cherry Ave)	
Ground Cover / Vines / Planters / Shrubs	
Litter, Trash, Leaf Removal	W
Irrigation System Checks & Operation	W
Weed Control	TM
Fertilizing	Y
Edging	W
Pruning	W
Pest, Disease Control	AN
Non-Vegetated Areas (Hardscapes)	
Litter, Trash, Leaf Removal	W
Weed Control & Edging	W
Drainage System	W
Empty Trash Can(s)	D

Pet Stations – Citywide	
Clean and restock Monday, Wednesday, Friday	

Exhibit "C-3"
Per Unit Pricing – Extra Work

Function	Cost	Units
Turf		
Turf Mow	\$8.00	/1,000 Sq. Ft.
Turf Edge	\$35.00	/1,000 Linear Ft.
Turf String Whip	\$21.00	/1,000 Sq. Ft.
Turf Aerify		
Large Areas	\$85.00	/1,000 Sq. Ft.
Small Areas	\$100.00	/1,000 Sq. Ft.
Turf Fertilize		
Large Areas	\$11.00	/1,000 Sq. Ft.
Large Areas	\$8.00	/1,000 Sq. Ft.
Turf Dethatch / Renovate	\$100.00	/1,000 Sq. Ft.
Ground Covers		
Mow	\$11.00	/1,000 Sq. Ft.
Edge	\$35.00	/1,000 Linear Ft.
Fertilize	\$8.00	/1,000 Sq. Ft.
Shrub Pruning		
1-4 Feet Thinning	\$10.00	/Shrub
1-4 Feet Hedging	\$6.00	/Shrub
4 plus Feet Thinning	\$42.00	/Shrub
4 Plus Feet Hedging	\$21.00	/Shrub
Pest Control		
Turf Disease / Insect Spray	\$10.00	/1,000 Sq. Ft.
Boom Application	\$10.00	/1,000 Sq. Ft.
Hand Application	\$15.00	/1,000 Sq. Ft.
Turf Broadleaf Spray	\$10.00	
Boom Application	\$10.00	/1,000 Sq. Ft.
Hand Application	\$15.00	/1,000 Sq. Ft.
Groundcover disease/ insect spray	\$12.00	/1,000 Sq. Ft.

Shrub disease / insect spray	\$12.00	/1,000 Sq. Ft.
Soil Sterilant Application	\$12.00	/1,000 Sq. Ft.
Turf Pre-emergent	\$10.00	/1,000 Sq. Ft.
Landscape Areas pre-emergent	\$12.00	/1,000 Sq. Ft.
General weed control post-emergent	\$10.00	/1,000 Sq. Ft.
Tree Pruning		
0-10 Feet	100.00	/Tree
11-20 Feet	150.00	/Tree
21-30 Feet	200.00	/Tree
31-40 Feet	250.00	/Tree
40 Plus feet	400.00	/Tree
Planting		
1-Gal Shrub	\$15.00	/Each
5-Gal Shrub	\$35.00	/Each
5-Gal Tree	\$40.00	/Each
15-Gal Shrub	\$120.00	/Each
24" Box Tree	\$330.00	/Each
64-count flat Groundcover	\$35.00	Per Flat
Turf – Seed and Top dress	\$75.00	/1,000 Sq. Ft.
Turf – Sod	\$2,200.00	/1,000 Sq. Ft.
4" flat Annual Color	\$37.00	Per Flat
Labor		
Landscape Maintenance Worker	\$45.00	/Hour
Landscape Maintenance Lead Worker	\$55.00	/Hour
Landscape Maintenance Supervisor	\$75.00	/Hour
Irrigation Specialist	\$70.00	/Hour
Pest Control Applicator	\$60.00	/Hour
Tree Trimmer	\$105.00	/Hour
Equipment Operator	\$120.00	/Hour

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.

[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]

(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:

(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.