

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Parkwood Landscape Maintenance, Inc.**, herein after referred to as "CONTRACTOR".

### **RECITALS**

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED \_\_\_\_\_.
2. CITY desires to utilize the services of CONTRACTOR Furnish all Labor, Materials and Equipment to Provide Landscape Maintenance Services for the City of Garden Grove.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### **AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be from full execution of the agreement through June 30, 2019, with an option to extend said agreement for an additional four (4) years, for a total performance period of four (4) years and seven (7) months. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Contractors Proposal which is attached as Attachment B and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work which is attached as Attachment A, and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** AMOUNT. Total Compensation under this agreement shall not exceed (NTE) amount of One Hundred Fifth Three Thousand Two Hundred Sixty Four Dollars (\$153,264.00), through June 30, 2019, payable in arrears and in accordance with the Contractor's Proposal Pricing (Attachment B). Option Years shall be at the annual amounts

specified in Attachment B, Proposal Pricing. All work shall be in accordance with RFP No. S-1238-A.

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in the Contractor's Proposal (Attachment B).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### 4. Insurance Requirements.

COMMENCEMENT OF WORK. CONTRACTOR and all subcontractors shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. CONTRACTOR shall be responsible to collect and maintain all insurance from contractors and subcontractors. All subcontractors shall obtain and maintain the same insurance as required of CONTRACTOR. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance. Each policy shall also contain a waiver of subrogation wherein the insurer waives its rights of subrogation against the City, its officers, officials, agents, employees, and volunteers.

- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
  - (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit. (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

- 5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
- 6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
- 7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
- a. (Contractor)  
Parkwood Landscape Maintenance, Inc.  
Attention: David Melito, President  
16443 Hart Street  
Van Nuys, CA 91406
- b. (Address of CITY) (with a copy to):  
City of Garden Grove Garden Grove City Attorney  
11222 Acacia Parkway 11222 Acacia Parkway  
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement.

CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Prevailing Wages.** The CITY has been advised that the Prevailing Wages Law applies to the work. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY. CONTRACTOR shall be responsible for CONTRACTOR's compliance in all respects with the Prevailing Wage Law, including the payment of the prevailing wage rates to all the laborers involved, and with California Labor Code Section 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776 and the implementing administrative regulations. CONTRACTOR shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3) and shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2). Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The CITY shall be a third party beneficiary of the forgoing covenant with rights to enforce the same as against the CONTRACTOR.
17. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

18. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

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(Agreement Signature Block on Next Page)

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**Parkwood Landscape Maintenance, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID No. \_\_\_\_\_

DIR Registration No. \_\_\_\_\_

Contractor License No. \_\_\_\_\_

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

\_\_\_\_\_  
Date

**CITY OF GARDEN GROVE  
ATTACHMENT "A" REVISED**

**SPECIFICATIONS FOR LANDSCAPE MAINTENANCE CONTRACT**

**1. INTRODUCTION**

- a. Contractors should clarify any questions they may have prior to submission of a bid by contacting the Facilities Supervisor, Public Works, phone number (714) 741-5386. The submission of a bid shall indicate that the Contractor thoroughly understands the scope of the work and the services to be performed.
- b. While the initial agreement is to be awarded for less than a 12-month period, it may, at the option of the City, be extended for additional 12-month periods not to exceed 60 months.
- c. It is the Contractor's responsibility to visit and inspect each site listed, for taking their own measurements for the purpose of preparing his bid. Any dimensions or measurements provided by the City shall not be considered accurate by the Contractor for the purpose of preparing their bid.
- d. The City reserves the right to reject any and all bids and to waive any informality in any bid received not affected by law. Acceptance of any proposal will be subject to approval of submitted data and maintenance equipment.
- e. Contractor must submit with his bid a brief history of the company and a Financial Statement reflecting the activity of the last five years.
- f. Bids must show the applicable monthly Lump Sum charge and square footage for each property in each group. The City reserves the right to award the contract for any group or parts of a group. Properties may be added or deleted during the term of the contract at any time.

**(1) Properties**

**Group I - Well Sites**

- 1) 13421 Magnolia Street
- 2) 10742 Woodbury Road
- 3) 11502 Dolan Street
- 4) 22 Frwy. Dakota Avenue/ East of Yockey Street



Group II - Medians, Mini Parks and Frontages

- 1) Brookhurst St. Green Belt/east side, Melody Park Dr. to Katella Ave.
- 2) Chapman Ave. Bailey St to Lewis St.
- 3) Harbor Blvd./Garden Grove Blvd. Triangle/N/E corner of Harbor Blvd. and Garden Grove Blvd.
- 4) Harbor Blvd. Medians/Garden Grove Blvd. to Banner Dr.
- 5) Katella frontage. Palmwood Dr. to Stratford Wy., Barclay Dr. to Fraley St.,
- 6) Katella Ave. Frist two medians E/O Dale Ave., Frontage area W/O Yana Dr.
- 7) Knott/Stanford N/W corner and S/W corner
- 8) Magnolia St. Medians/Garden Grove Blvd. to Lampson Ave.
- 9) Garden Grove Blvd. Lewis St. to Fern St.
- 10) Springdale St. N/O Santa Barbara Ave. to Chapman Ave., Anthony Ave. and Seneca Dr. (Springdale Slope)
- 11) Trask Ave. Planters Newhope St. to Euclid St. (N – W/O rail right of way to Elmwood St., S – Lanning St. to 22FWY Euclid St. exit W) Center median W/O Euclid St., Euclid St. to Brookhurst St (N/S), Brookhurst St. to Donegal Dr.
- 12) Valley View St. Frontage/W/S of Valley View St. S/O Santa Barbara Ave. to N/O of Santa Catalina Ave.
- 13) Valley View Medians/Garden Grove FWY. N/B exit to N/O Santa Catalina Ave.

Group III - Main Street & Special Properties

- 1) Main Street-----between Garden Grove Blvd. & Acacia Pkwy.

1. GENERAL CONDITIONS

The agreement shall be in effect from November 1, 2018 through and including June 30, 2019, with options to continue said agreement through and including June 30, 2023. In order to exercise this option, City shall provide contractor thirty (30) days notice prior to the renewal date of its desire to extend the agreement. Contractor agrees to provide the services described herein and for the compensation described in the Bid Proposal for said additional periods, should the City give the required notice.

- a. City reserves the right to terminate the agreement pursuant to the following provisions:
  - (1) Whenever the Contractor shall default in performance of the Agreement in accordance with its terms and shall fail to cure such default within a period of ten (10) days after receipt from the City of a notice specifying the default; or
  - (2) City reserves the right to terminate the Agreement upon thirty (30) days notice to Contractor. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the City, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.

- b. The amount due the Contractor by reason of termination shall be the amount Contractor is entitled to for all work and services satisfactorily performed to the date of termination.
- c. The Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of a public enemy, acts of the government in its sovereign capacity, riots, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- d. The Contractor shall not assign any interest in the Agreement and shall not transfer any interest in the same (whether of assignment or novation) without the prior written consent of the City thereto: provided, however, that claims for money due or to become due to contractor under this agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- e. No subcontractors will be employed by the contractor unless specifically approved by the City's Facilities Supervisor. All persons engaged in the work will be employees of the contractor, and the Contractor will be held directly responsible for their work and supervision.
- f. The Contractor hereby agrees to and shall hold the City, its elective and appointive boards, offices, agents and employees, harmless from any liability for damage or claims from damage for personal injury, including death, as well as from claims for property damage which may arise from Contractor's or any of subcontractor's operations under this agreement.
- g. In view of the policy of the City with respect to endorsement of products, materials or equipment of any manufacturer, the Contractor shall not permit endorsements by photographs or written statements involving the City without prior written approval of the City through the Public Works Department.
- h. All work under this contract shall be inspected by the City (Supervisor), to insure strict compliance with the specifications.
- i. Since the City cannot be responsible for losses of Contractor's supplies, tools, or equipment, Contractors are hereby notified of their responsibility for providing proper identification and security for such items at their own expense.
- j. The Contractor will be responsible for all damages to City property caused by his employees. Such damage shall be repaired promptly within 24 hours of notification by the Contractor to the satisfaction of the City, at no expense to the City.
- k. The Contractor shall be responsible for payment of all of his payrolls including withholding taxes, social security, unemployment compensation insurance, and for payment of his public liability insurance and employee bonds.
- l. Payment for services shall be made to the Contractor once a month upon submission of an invoice consisting of an original and two copies, properly certified.

- m. The Contractor shall provide all necessary machines, equipment, tools and labor, etc., as may be necessary to perform the work outlined herein. The Contractor shall be identifiable. Employees shall wear uniforms and present a neat overall appearance at all times. There shall also be identification of the company on all vehicles assigned to Garden Grove and will include the company's phone number and the following language, "CONTRACTED TO THE CITY OF GARDEN GROVE."

2. SCOPE

Supply all necessary labor and materials and equipment to provide the complete landscape maintenance service of all work sites, including, but not limited to weed control; plant disease and pest control; mowing; edging; drainage systems; pruning, shaping and training of young trees, shrubs and ground cover; and other maintenance required to maintain the work sites in safe, attractive and usable conditions and maintain all plant material in good condition with horticulturally accepted standards for growth, color, and appearance.

3. SCHEDULING OF WORK

The Contractor shall accomplish all normal landscape maintenance required under this contract between the hours of 7:00 A.M. and 6:00 P.M., Monday through Friday. The Contractor may not be on any median after 4:00 P.M. The Supervisor may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions that generate excess noise, which would cause annoyance to residents of any area, shall be commenced before 7:00 A.M. The Contractor shall establish a schedule of routine work to be followed in the performance of this contract. A copy of this schedule shall be provided to and approved by the Supervisor prior to the performance of any work required by these specifications, and any changes in scheduling shall be reported in writing, and approved by the Supervisor.

The Contractor shall conduct the work at all times in a manner which will not interfere with normal recreation programs, pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets. In addition, a special notification listing exact starting date for periodic maintenance shall be furnished to the Supervisor at least ten (10) working days in advance of performing these operations.

#### 4. METHOD OF PERFORMING WORK

##### a. Plant Maintenance

All shrubs and ground cover plants growing on the property shall be pruned, as required, to maintain plants in a healthy, growing condition and to maintain plant growth within reasonable bounds to prevent encroachment of passage ways, walks, streets, view of signs or in any manner deemed objectionable by the Supervisor. Dead or damaged limbs or branches shall be removed with sharp pruning tools, with no projections or stubs remaining. Pruning shall be done in a manner to permit plants to grow naturally in accordance with their normal growth characteristics except box hedging is prohibited unless authorized on some hedges or shrubs or narrow medians and at some public buildings as designated by the Supervisor. Shearing, hedging, or severe pruning of plants is prohibited, unless authorized by the Supervisor. Overhanging shrub/vine material, extending into the property boundaries, shall also be the contractor's responsibility (e.g. Brookhurst Frontage walls).

##### b. Tree Maintenance

- (1) The Contractor shall be responsible for all low branches. Low branches overhanging sidewalks, bike trails and parkways shall be removed to a height of nine (9) feet above grade. Young trees needing training and shaping and trees needing suckering shall be trimmed and/or suckered on a continuing basis as needed. Contractor shall not prune trees whose crown height exceeds fifteen (15) feet in height.
- (2) The Contractor shall bring to the attention of the Supervisor immediately any tree that shows signs of root heaving, mushrooming at base of tree, leaning, or has hanger limbs, or for any reason is a safety hazard.
- (3) The Contractor shall be responsible for the complete removal and replacement of plant material lost due to Contractor's faulty maintenance or negligence, as determined by the Supervisor. Replacement shall be made by the Contractor in the kind and size of plant material determined by the Supervisor. Where there is a difference in value between the plant material lost and the replacement of plant material, this difference will be deducted from the contract payment. In all cases the Supervisor will determine the value of the plant material lost.
- (4) All trees requiring staking shall be securely staked at all times. Tree ties shall be inspected regularly to ensure against girdling and abrasion. To prevent mechanical girdling around tree bases, weed growth will be chemically controlled.

c. Weed Control

- (1) All landscaped areas within the specified maintenance area including but not limited to lawns, shrub and ground cover beds, planters, tree wells, and areas covered with ornamental rocks shall be kept free of all weeds at all times. This means: complete removal of all weed growth shall be accomplished on a continuing basis as weeds appear. For the purpose of this specification, a weed will be considered as "any undesirable or misplaced plant." Weeds shall be controlled either by hand, mechanical or chemical methods. The Supervisor may restrict the use of chemical weed control in certain areas. Inclement weather may require the contractor to mechanically pull weeds to provide a weed-free appearance.
- (2) Weeding shall also include the removal of weeds growing in all paved or unpaved surfaces within property boundaries: all bullnose, bominite, curb/asphalt junctions.

d. Disease and Pest Control

- (1) The Contractor shall regularly inspect all landscaped areas for presence of disease or insect infestation. The Contractor shall notify the Supervisor within three (3) days that disease or insect infestation is found.
- (2) All rodent control shall be the City's responsibility. The Contractor shall pay for loss of plant material resulting from lack of notification by the Contractor.

e. Replacement of Material

- (1) The Contractor shall notify the Supervisor within twenty-four (24) hours of the loss of plants material due to any cause.
- (2) The Contractor shall, within 24 hours remove shrub, turf or ground cover, which is damaged or lost due to any cause after notification to City. The size and species of replacement shrubs, turf or ground cover plants shall be as directed by the Supervisor. At the time of planting, soil will be amended based on soil needs. The Contractor shall replace plant material lost at their own expense as a result of inadequate maintenance. The cost of plants not replaced by the Contractor will be taken from the monthly contract payments. City labor costs will also be billed to the Contractor.
- (3) Where redevelopment/or construction may involve any of the work area, the Supervisor may delete a property or properties from contractual maintenance during the construction period. The deletion of this property will reflect in the monthly reimbursement to the Contractor.

f. Turf Grass Mowing

- (1) Grass in this contract may be mowed with power-propelled mowers. Mowing height shall be per Industry Standard for the respective turf. Tall fescue grass shall be cut at a height of 2 inches to 2 1/2 inches. The mowers shall be maintained so as to provide a smooth even cut without tearing. The reel or blade adjustment will provide a uniform, level cut without ridges or depressions. Grass clippings shall be collected and removed after each mowing. Any use of mulching mowers must receive prior approval from the Supervisor.
- (2) Frequency: Refer to the maintenance schedule for detail. Inclement weather may preclude adherence to the frequency schedule. The Contractor may request alteration of this mowing frequency from the Supervisor, for reasons of rain or prolonged cold. During which time the Contractor may be requested to provide up to five (5) employees to assist City crews.

Contractor will not be permitted to use a line trimmer around trees. Line trimmers may be used around posts, valve boxes, and sprinkler heads upon approval from Supervisor.

g. Edging

Turf growing adjacent to tree trunks shall be sprayed to a minimum of six inches in all directions. Contractor shall not remove turf to create a dirt basin around trees, boulders, fencing light standards, valve boxes, or other obstacles. Areas near sprinklers shall be trimmed when necessary to allow for maximum sprinkler coverage. All turf shall be edged adjacent to all improved surfaces, and where no improved surface exists turf edges shall be maintained as if the turf area abuts a shrub bed, property line or to maintain a turf delineation. Edging shall be accomplished weekly. Clippings from edging must be swept and picked up when edging medians. Chemical edging is permitted along chain-link fences and block walls without concrete edging strips. The width of the chemical edge shall not exceed ten (10) inches.

h. Ground Covers

Ground cover beds shall be maintained within their intended bounds, edged every week and shall not be permitted to encroach into lawns, shrub beds or adjacent areas. Use of a line trimmer is not acceptable.

All ground cover beds shall be chemically sprayed with the approved herbicide or other Supervisor approved method to maintain a weed-free environment.

i. Sidewalks and Other Paved Surfaces

All sidewalks and other paved surfaces shall be maintained in a safe, non-hazardous and usable condition at all times. The Contractor shall remove stones, paper weeds, leaves, twigs and all other debris from paved areas. Sweeping and removal of debris from sidewalks and paved areas shall be done on a continuing basis. Any damage to sidewalks or surfaced areas requiring repair shall be promptly reported to the Supervisor (e.g., tree roots creating a tripping hazard).

j. Reporting Damage or Malfunction

Any damages to or malfunction of any facility not specifically provided for above shall be promptly reported to the Supervisor within 24 hours of issue.

k. Inspection

The City shall inspect the work area to insure adequacy of maintenance and that methods of performing the work are in compliance with the contract. However, this shall not be construed to relieve the contractor of the duty to provide continuous inspection of the work area. The Contractor shall correct discrepancies and deficiencies in the work immediately. After verbal notification, the Contractor has five working days to correct the discrepancies or forfeit the monthly payment for that property.

l. Vandalism

Any vandalism damage caused to the irrigation system, landscaping, and other City property shall be reported to the Supervisor immediately. All damages caused by vandalism shall be repaired and replaced at City cost. City may elect to repair with City forces or contract with Contractor on time and material basis.

m. Site Cleanup

All landscape debris must be disposed of and removed from the site by the Contractor. Areas, which are blown off, must either be blown back on to the turf or blown into a pile to be picked up and removed. Blowing debris into the street will not be allowed. No City container shall be used for the disposal of landscape debris.

n. Chemical Application

The Contractor is responsible for providing recommendations made by a licensed pest control advisor. All chemicals are to be applied by a certified applicator in accordance with current State regulations. SDS and label information sheets shall be given to the City for those chemicals or products used by the Contractor. The Contractor shall also give the City three (3) working days notice prior to the application of any chemical. Contractor on an annual basis must provide usage reports to the division for the previous year.

o. Traffic Control

It shall be the Contractor's liability to ensure that work performed in the streets (right-of-way) is conducted in a safe manner for both adjacent traffic and the Contractor's crew. Proper coning of work areas or lanes closed, as the result of median maintenance, must follow State standards. During any lane closure, the Contractor must retain a crew at the work site for the duration of the closure.

p. Safety

Contractor shall be responsible for insuring that his crews are furnished with proper safety gear and instructed in the safe use of any equipment used for their operation. Copies of safety tailgate meeting records must be supplied upon request to the City. Failure to comply with proper safety standards may result in termination of the Contract.



**MAINTENANCE STANDARDS FOR GROUPS I - II**

- I - Well Sites
- II - Medians And Frontages

Task	Daily	Wkly	Monthly	Other	Comments
Mow		I - II			Mulching mowers must be approved by Supervisor
Edge		I - II			
Weed beat		I - II			
Trimming			I - II		
Trash Pick Up		I - II			Trash cans emptied weekly.
Fertilize				I - II Quarterly	Time, rate and material must be approved by Supervisor.
Broadleaf Weed Control (turf)				I - II Semi-annual	Time, rate and material must be approved by Supervisor.
Crabgrass Control (turf)				I - II Feb.- April	Time, rate and material must be approved by Supervisor.
Aerate (turf)				I - II April, September	
Vertical Mowing/Dethatching				I - II May	
Median Weed Control			I - II		

## MAINTENANCE STANDARDS FOR GROUP III

### III - Main Street & Special Properties

Landscape maintenance to be performed three times per week on Tuesday, Thursday, and Saturday between the hours of 6:30 a.m. and 9:30 a.m.

1. General cleaning of litter and debris along the sidewalks and streets.
2. Attend to the large flower planters and hanging potted plants. Maintenance includes:
  - a) replacement of dead plant material
  - b) watering
  - c) fertilize to maintain proper growth – every other month
  - d) prune to maintain shape, remove dead flowers and stems
3. The hedge is to be trimmed as necessary; all clippings will be removed.
4. Empty trash three times per week into off-site trash receptacles.

Area to be maintained includes 5,550 square feet of hard surface, 80 three-gallon hanging plants, 28 large flower planters, and 20 feet of shrubs. The hanging baskets include those along Garden Grove Blvd.