

## **REVISED - EXHIBIT "A"**

### **SCOPE OF MAINTENANCE SERVICES MEDIAN AND PARKWAY LANDSCAPING AND MAINTENANCE**

#### **I. OVERVIEW**

The purpose of these Specifications, including the attached Maintenance Schedule, is to define the services and level of landscaping and maintenance required to maintain City medians, providing a level of maintenance that insures these sites and facilities are safe, aesthetically pleasing, and in a usable condition with all plant material maintained in a state of good plant health.

The Contractor shall provide landscaping and maintenance of median, parkways and other areas for all locations listed herein, including, but not limited to cleaning pruning, trimming, shaping and training of shrubs and groundcover plants, removing and controlling weeds, controlling plant diseases and pests, mowing and edging turf grass and groundcovers, irrigating plant materials, maintaining and repairing irrigation systems, debris and trash removal and other related services.

The Contractor shall furnish all labor, equipment, materials, tools, services, supervision, and training of its personnel in any special skills required to perform the maintenance as set forth in these specifications. The services, tasks and frequency of performance are set forth within this Scope of Work.

It is the Contractor's responsibility to conduct and his/her due diligence at each median, parkway and other areas identified in Attachment A - Location Grid to sufficiently understand the extent of maintenance and services required by the City in order to comply with the Scope of Work as is expected to be performed by the contractor.

#### **A. MEDIANS, PARKWAYS AND VARIOUS LOCATIONS**

The areas listed in Attachment A - Location Grid require mowing, weed control, pest control, watering/irrigation, debris and trash removal, maintaining and trimming of trees, shrubs and ground cover, turf care, mulching, and parking lot maintenance, as applicable to each area. Services for these areas shall be provided in accordance with the Maintenance Schedule included in this Scope of Work.

#### **II. LANDSCAPE SERVICE AND MAINTENANCE STANDARDS**

This Section II shall set the service and maintenance standards for all locations requiring service under the Agreement, unless specifically stated otherwise in another section within the Agreement and attachments. Note: Thoroughly review attached Maintenance Schedule for Landscaping and Maintenance of Median, Parkways and other areas.

#### **A. TURF GRASS AREAS, BLUEGRASS AND BERMUDA**

##### **1. MOWING**

- a. Unless specified elsewhere regarding a less frequent mowing standard, all turf areas shall be mowed to maintain a consistent turf height of two (2) inches for cool season grass except in specific areas where it must be maintained shorter.

- b. Turf shall not be cut more than 1/3 off the top growth, or approximately one (1)-inch at any one mowing.
- c. Standard mowing heights are as follows:

Grass Type	Mowing Height	
	Min.	Max.
Warm Season	¾"	1"
Cool Season	1½"	2"

- d. Work shall typically be performed on the same day each week, weather conditions permitting.
- e. Contractor shall provide mow schedule to the City Designated Representative (CDR).
- f. Changes must be approved by the CDR prior to implementation.
- g. All mowings missed due to inclement weather or ground conditions from such weather shall be rescheduled and completed as soon weather and soil/turf conditions permit.
- h. All portable obstructions such as picnic tables and trash containers shall be moved in order to mow all portions of turf.
- i. Cutting edges of all mowers shall be kept sharp.
- j. Brushing or rough cutting of grass shall not be permitted.
- k. Scalping shall be avoided.
- l. Unless otherwise specified, grass cuttings need not be removed, but when an inordinate amount of cut grass is evident, removal may be requested by staff with no extra charge to City for such removal by Contractor.
- m. Clippings shall be legally disposed of at the Contractor's expense either off-site, or at CDR designated piling/composting locations.

## 2. EDGING AND TRIMMING

- a. All turf grass borders, including along walls, fences, foundations, curbs, sidewalks, shrubs, tree trunks, poles, guy wires, or any other object within or immediately adjacent to the lawn areas, shall be neatly and uniformly edged or trimmed.
- b. Trim shall not exceed one half (½)-inch from hardscape.
- c. Trimming within eighteen (12) inches of trees or shrubs or wooden posts shall be

done manually without power equipment.

- d. Hardscape/pathways/mow strips edging shall be done by vertical knife power edgers or by hand.
- e. Clear space around trees shall be eight (8)-inches to twelve (12)-inches from the base of the tree.
- f. No herbicide is to come in contact with trees.
- g. Trimming around sprinkler heads shall be done by hand as necessary to allow maximum water coverage, and shall not expose the sprinkler body or trim cap.
- h. Damage by trimming shall be promptly reported to the CDR and shall be repaired or replaced at the Contractor's expense.
- i. All walkways, roadways, trails, or other areas dirtied by edging operations shall be cleaned and all debris properly disposed of prior to the completion of that day's operations.
- j. Clippings/debris shall not be blown into storm drains or into gutters that drain into storm drains.
- k. All precautionary measures necessary to ensure public and worker safety shall be employed.

### **3. AERATION, VERTICUTTING AND OVERSEEDING**

#### **a. AERATION**

- i. Aerating turf areas shall consist of removing one half (1/2)-inch by three (3)-inch (1/2" diameter x 3" deep) cores of sod with an aerator machine, with not more than six (6)-inch (6") spacing, once over.
- ii. The tops of all mounds and any areas that show excessive compaction shall receive additional treatment, as required, to alleviate this condition and allow for proper water penetration and minimal runoff.
- iii. Cores shall be dragged to break-up cores, and allowed to remain or be removed at the Contractor's discretion with approval by City.

#### **b. VERTICUTTING**

- i. Verticutting shall be performed after aerating, in preparation for overseeding.
- ii. Excessive turf buildup such as along curbs and walks shall be removed.
- iii. Uniformly taper grade from edge of curb or walk to daylight at existing grade at three (3) feet perpendicular to curb or walk.

#### **c. OVERSEEDING**

- i. Overseeding shall take place after the verticutting and aeration process.
- ii. Typically, perennial rye grass shall be used at the rate of eight (8) lbs./1000 sq. ft., with a germination rate of 85% and no more than 1% of weed seed content, or similar, at discretion of CDR.

#### **B. GROUNDCOVER AND VINE MAINTENANCE**

1. Shall be pruned, sheared or thinned neatly away from trees, walks, curbs, header boards, sprinkler heads, controller units, valve boxes, quick couplers other fixtures, etc., and kept neat in appearance and within the intended planting area, except in raised planters where plants are intended to trail over edge.
2. Shall not be trimmed vertically unless approved by CDR and shall be thinned out as needed to avoid matting and to achieve a uniform appearance.
3. All debris collected and removed from the areas the same day.
4. Groundcover and vines shall be trimmed back from shrubs, trees, and private property fences as necessary.
5. Shall be kept free of weeds.
6. Enough water shall be applied to assure healthy moisture penetration throughout the root zone and maintain healthy plant conditions.

#### **C. TREE MAINTENANCE**

1. Any tree trimming in accordance with current International Society of Arboriculture (ISA) Standards, and other than basal shoot/sucker removal, will only be done as needed/requested to maintain visibility, public safety and required minimum vertical clearances, and only up to a height where it can be safely and properly accomplished with a pole pruner from ground level.
2. All trees shall be checked by the Contractor for damage, special water needs, staking needs, etc.
3. Dead, diseased, broken, and otherwise dangerous conditions shall be immediately reported to the CDR.
4. Bases of trees shall be maintained free of basal shoots/suckers, grass, and vines
5. Vertical clearance shall be maintained 9 feet (9') over sidewalks/potential pedestrian traffic areas, 11 feet (11') over residential or park streets, and 14 feet (14') over major thoroughfares.
6. Trees shall be kept trimmed so that all signs within site areas covered by this contract are clearly visible to traffic and pedestrians at all times.
7. Where trees occur in close proximity to walks or parked cars, pruning shall be done to allow movement without interference from branches and foliage.
8. Fallen limbs 4" or less in diameter shall be removed by Contractor within 24 hours of notification, and larger limbs reported to the CDR.
9. Watering basins shall be properly maintained on all new trees.

10. Any tree that is damaged due to contractor actions shall be replaced at the Contractor's expense.
11. Damaged stakes, guys and other tree hardware shall also be replaced as required.

**D. SHRUB MAINTENANCE**

1. Shrubs shall not be allowed to develop stray, undesirable growth
2. Hanging/ranging shrub/vines such as Tecomaria and Honeysuckle species shall be maintained no higher than twelve-inches (12") to twenty-four (24") above grade.
3. Shrubs shall be kept trimmed so that all signs within site areas covered by this contract are clearly visible to traffic and pedestrians at all times.
4. Shrubs that bloom on new wood, such as rose and Rhamphiolepis species shall only be pruned after flowering.
5. Shrubs shall be pruned as required for safety, removal of broken or diseased branches, and general containment and appearance.
6. All pruning shall be done to achieve a naturalistic shape, not hedged into geometric forms unless specified by the CDR or his/her City Designee.
7. Shrubs shall be topped only when necessary for appearance and after interior selective branch pruning has been completed and approved by the CDR.
8. Shrubs shall be pruned and thinned using hand-held shrub pruners.
9. Hedge shears and clippers shall be used only on plantings designed as hedges.
10. Where shrubs occur in close proximity to walks or parked cars, pruning shall be done to allow movement without interference from branches and foliage.
11. Weeds shall be removed regularly.
12. A tapered appearance shall be maintained at all edges. Shrub areas at the ends of the medians must be kept no higher than two (2) feet to insure traffic visibility.
13. Contractor shall maintain a watering basin around all shrubs to assure adequate water penetration.
14. Watering shall occur as required to maintain plant health.

**E. WATERING**

- a. Water shall be applied as needed (as weather conditions require) to maintain proper grass growth and replenish soil moisture below the root zone, but in accordance with any local, state and federal regulations,
- b. Water run-off of slopes across pavement surfaces and into gutters shall be avoided.
- c. Contractor shall be responsible for water conservation, and shall take measures to assure that overwatering does not occur.
- d. City may determine a different watering standard and will notify the Contractor of such

a change.

**F. FERTILIZATION**

1. Fertilizer shall be done as needed to maintain plant health and in accordance with manufacturer's indicated rates and times.
2. Use of cyclone spreaders that tend to throw material into paved areas, etc. shall be avoided.
3. Use gravity flow spreaders whenever possible to keep material contained in planting areas.
4. The Contractor shall avoid application of fertilizers prior to forecasted rainy weather, etc., which might affect stability.
5. After fertilizer application, the Contractor will monitor the watering schedule to eliminate runoff of fertilizer materials.

**G. SURFACE DRAINS**

1. The Contractor shall be responsible for inspection and maintenance of surface drains located within the landscaped areas.
2. Drains that exist between planter curbs and parking lots shall be inspected and cleaned to remove all debris and vegetation that may accumulate in these drains, including the portion under the sidewalk, to maintain the proper flow of water.

**H. BORDERS**

1. Buffer zones 6 to 8-inches wide shall be maintained between different landscaping area types (groundcover, vine, turf, shrub, etc.)

**I. PLANT REPLACEMENT**

1. When a plant appears to be dead or have more than half of its foliage in a declining state, the Contractor will note its location and report it to the CDR..
2. Contractor must notify the CDR or his/her City Designee in writing within two (2)-working days of the loss of plant material due to any cause.
3. Contractor shall replace damaged plant materials only upon receiving authorization from the CDR or his/her City Designee to do so.
4. Where any plant material is lost due to Contractor negligence, or should the Contractor fail to notify the City of the lost plant material within the reporting timeframe specified above, the replacement of such material will be at the Contractor's expense. Such negligence may include, but is not limited to improper pesticide use, watering, or improper use of equipment, or failure to properly control rodents and insects.

**J. ANNUAL COLOR REPLACEMENT**

1. Any undesirable or missing plants shall be replaced as needed. This shall include all bedding area plants as well as all potted plants.

2. Replacement plants shall be minimum four (4)-inch pot size, spaced at no more than twelve (12)-inches maximum on center where applicable.
3. Plant species shall be approved by the CDR or his/her City Designee prior to procurement.
4. Slow release fertilizers and Type I soils amendments shall be incorporated with plant replacements.
5. Apply two (2)-inch layer of shredded bark mulch to planting bed and/or planting pots after installation of plants as specified by CDR or his/her City Designee.

**K. MULCHING**

1. All planting beds shall be top dressed with a two to four (2-4)-inch thick layer of CDR approved mulch type. Contractor shall responsible for ensuring that the irrigation system (such as sprinkler heads) is able to operate effectively.
2. Mulch shall be placed around trees to the lesser distance of either 3 feet from the base of the tree, or in the case of smaller trees, the dripline. Mulch shall be a three to four (3-4)-inch layer of CDR approved type and shall not contact the trunk of the tree.
3. Any deviation from this standard shall be approved in advance by the CDR.

**L. DISEASE, HARMFUL INSECT, RODENT PREVENTION**

1. Contractor shall be responsible for detection, prevention, elimination and control of diseases, harmful insects, and rodent infestation in the contracted areas.
2. Contractor shall also provide complete and continuous control of all plant diseases, pests, and/or rodents. Pests and plant diseases to include, but not limited to, all insects, mites, fruit bearing tree bugs, other invertebrates, pathogens, nematodes and vertebrates. Rodent and vermin control shall be Contractor's responsibility for all areas covered under this contract.
3. Contractor shall select and supply proper materials, qualified personnel, as well as necessary permits, licenses, registrations, and pest control advisor recommendations, to comply with all City, County, State and Federal Regulations and laws.
4. Integrated pest management techniques shall be used whenever possible, e.g. use of approved biological, mechanical, chemical, or exclusionary control methods. Chemical controls include necessary use of herbicides and plant growth regulators. Contractor may also use mechanical means for controlling pests.
5. Contractor shall submit a list of all chemical pesticides proposed for use under this contract for approval by the CDR. Current labels and material safety data sheets for each chemical on the list shall be attached to the list when it is submitted to the CDR for approval. Materials included on the list shall be limited to chemicals approved for use by the State of California Department of Food and Agriculture. No chemical pesticide shall be applied until its use is approved in writing by the CDR as appropriate for the proposed purpose. The application of chemicals shall conform to the current Los Angeles County Department of Food and Agriculture regulations.
6. Contractor shall assume responsibility and liability for the use of all chemicals and their applications. Extreme caution shall be used when spraying insecticides and

fungicides. Spraying shall be done only at times when there is no wind (as required by industry standards) to prevent spray drift.

7. Utilization of restricted use pesticides shall not be permitted. Contractor must use only unrestricted use pesticides and other chemicals to fulfill this requirement of the contract. Application shall be preceded by notification to the CDR one week prior to the planned date. The notification must be in writing and shall include the pest control advisor's written recommendation. All notices will be in compliance with all State, County, and Federal rules and laws.
8. Pest, Rodent, and Weed Control Advisory Recommendations shall be written for all types of chemical applications made in City parks and other areas. Recommendations shall be written on forms approved by the Los Angeles County Agricultural Commissioner and a copy shall be provided to the CDR or his/her City Designee prior to the application. All recommendations shall follow the guidelines set forth by the State and County Departments of Food and Agriculture regarding pest control advisor recommendations. Approved control measures shall be continued until the disease, insect, or rodent is controlled to the satisfaction of the CDR or his/her City Designee. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees and agents of the Contractor.
9. Pesticide, rodenticide, insecticides, herbicides, etc. application records shall be kept in accordance with all California Department of Food and Agriculture, State, and Federal laws and regulations. A copy of each recommendation, monthly use report, notice of intent, annual inspection documentation, and license shall be provided to the CDR upon request and shall become the property of the City.
10. Contractor shall ensure there is no application of pesticides or fertilizers: 1.) When two (2) or more consecutive days with greater than 50% chance of rainfall are predicted, 2.) Within 48 hours of one-half ( $\frac{1}{2}$ )-inch rain event, or 3.) When water is flowing off the area where the application is to occur.

#### **M. Weed Control**

1. Contractor shall be responsible for providing a continuous weed removal and control program for all areas under this contract.
2. Weed removal and control shall include removal of "any undesirable or misplaced plant."
3. All walls, fences, and other structures that do not have cultivated beds adjacent thereto shall be controlled for weeds.
4. Spraying shall be done with extreme care and in accordance with state and county requirements to avoid all hazards to any person or any property damage.
5. Contractor's applicator(s) shall hold a valid Qualified Applicator License (QAL) or a Qualified Applicator Certificate (QAC) with categories A, B and C issued by the State of California Department of Food and Agriculture or any license that is needed to legally perform these duties. The Contractor must supply the City with a photocopy of the license(s) upon request.
6. Any chemical edging shall be restricted to a six (6)-inch wide strip around buildings, walls, asphalt trails/paths and other projections, and a twelve (12)-inch wide strip around sports field equipment, fence lines, and trees, and only when directed or with permission of CDR.



7. Extreme caution shall be used when using non-selective weed killers.
8. When used, crabgrass killer shall be applied only on cool days, and when lawns are in a moist condition.
9. All crabgrass, dallisgrass, burr clover, black medic, and other weeds shall be completely removed, including rhizomes, roots, stolons and bulbs, and resulting bare turf areas re-sodded.
10. The Contractor shall comply with all City, County, State, and/or Federal Regulations and laws when using chemical application.
11. Prior to application of chemicals, all adjacent areas shall be trimmed to the proper mow heights.
12. Records of all chemical application operations, training, authorizations stating dates, times, methods of applications, chemical formulations, applicator's name and weather conditions at the time of application shall be made and retained in accordance with County Department of Agriculture regulations, and shall be made available to the CDR or his/her City Designee upon request.
13. Chemicals shall be applied in a manner that eliminates drift.
14. All precautionary measures necessary to ensure public and worker safety shall be employed.

**N. MAINTENANCE OF IRRIGATION SYSTEMS AND WATERING**

1. Contractor shall have a full time Irrigation Specialists available at all times to meet the requirements for on-going system inspections as well as immediate repairs.
2. The Irrigation Specialist must be certified in backflow testing and must maintain current licenses at all times.
3. The Irrigation Specialist must be knowledgeable of pipe and wire locators used in irrigation troubleshooting, and be familiar with water conservation techniques.
4. Testing and certification of the backflow prevention shall be done by Contractor.
5. Each year during the contract anniversary month, Contractor shall conduct an audit of the entire irrigation system, and provide to the CDR. This audit shall include examination of operating systems, controller programming, pressure test of main lines, filter conditions, and all other items as required under Systems Monitoring.
6. Irrigation shall be performed by the use of automatic irrigation systems where available and operable.
7. Contractor shall be responsible at all times for hand watering and bleeding of valves in emergency situations, as required, to sustain and prevent loss of turf, trees, plants and groundcover when automatic or manual systems are not functioning.

8. Contractor shall assume responsibility for any and all damage to public or private property resulting from excessive irrigation water not the result of a malfunctioning irrigation system (i.e., faulty such as irrigation controller, remote control valve).
9. Contractor shall keep controller enclosures and valve boxes clear of solids and debris and shall maintain the irrigation system, including the replacement, repair, adjustment, raising or lowering, straightening, and any other operation required for the continued proper operation of the system from the water meter throughout the areas requiring irrigation.
10. Contractor shall be responsible for the inspection, cleaning, repair, adjustment, and replacement of sprinkler system components not damaged by vandalism or other non-Contractor negligence, including but not limited to system laterals (piping), mains (pressure lines), control valves, controllers, controller enclosure head caps, head risers, valve covers, boxes and lids, including electrical pull boxes and lids, valve sleeves, quick coupler valves, hose bibs, batteries, and backflow protection devices in order to maintain optimal operation of all components of the irrigation system. ,
11. Controller enclosures shall be closed and locked at all times.
12. Locking mechanisms shall be functional and in good repair at all times.
13. Irrigation maintenance shall include operation of systems, adjustments, and all necessary repairs to keep the systems operating per manufacturer's specifications.
14. A specific, itemized watering schedule shall be established and maintained by Contractor upon approval from the CDR.
15. Contractor shall apply water over short periods of time to better control proper infiltration and minimize runoff.
16. Contractor shall adjust systems and irrigation heads as conditions require.
17. During extremely hot weather, over extended holiday periods, and during or following any breakdown of systems, the Contractor shall provide adequate personnel and materials as required to maintain systems and insure adequate watering of all landscaped areas.
18. Application rates will be based on the needs of the plants present and the amount the planting areas are capable of receiving without excessive runoff.
19. Contractor shall monitor and adjust the irrigation system's schedule accordingly to maintain efficient use of water being applied.
20. City may require lesser amount of application due to seasonal, drought, or other considerations.
21. When breakdowns or malfunctions occur, the Contractor shall water manually by whatever means necessary to maintain all grass and plant material in healthy condition. Dry soil conditions shall not be permitted to develop.
22. For irrigation purposes, Contractor shall test the soil in turf and groundcover areas and around trees and shrubs with soil probes to determine that the proper amount of water is being applied at all times. This information shall be used to adjust watering times on the controller and supplemental hand or deep watering, as necessary, and to ensure that over watering does not take place.

23. Contractor shall make a soil probe available at all monthly walk-through inspections and additional inspections as requested by the City.
24. Contractor shall turn off all controllers when it is unnecessary to irrigate due to adequate rainfall and at times when suspension of irrigation is desirable to conserve water while remaining within guidelines of acceptable horticultural maintenance practices.
25. Sprinkler heads shall be kept clear of overgrowth that may obstruct maximum operation.
26. Contractor shall not manually activate automatic valves for regular watering schedule applications.
27. Each system shall be checked by Contractor weekly and all necessary adjustments shall be made to heads which throw onto roadways, walks, windows, yards, or out of intended area of coverage.
28. Contractor shall keep irrigation systems and sprinkler heads operating at manufacturer's recommended operating pressures and radius patterns. This shall be accomplished by valve throttling and the addition of pressure compensations screens (PCSs) to nozzles as needed to adjust throw.
29. Changing radius by turning radius reduction screws on heads shall not be allowed.
30. Contractor shall be responsible for hand-watering any areas or specific plants not adequately covered by the irrigation system, or areas where there is a physical breakdown of the irrigation system until it is back in operation.
31. Contractor shall be responsible for adjusting height of sprinkler risers necessary to compensate for plant material growth.
32. Controllers shall be set for the optimum operating time for each valve and the valve time must be set to ensure that no run-off takes place.
33. Controllers shall be set for the maximum start times required for all stations to deliver optimum amounts of irrigation water within the watering time available.
34. Controller chart(s) shall be maintained on-site in a plastic sleeve and in a log book and shall be available at all times to the CDR or other City designee.
35. Automatic controllers will be kept locked at all times.
36. Repairs required due to vandalism, shall be reported to the CDR on the same day the vandalism is observed.
37. Failure to report vandalism to irrigation equipment may result in Contractor bearing the replacements costs.
38. Replacement of any item shall be with an item of identical design, unless otherwise specified in writing by the CDR or his/her City Designee. For example, malfunctioning brass irrigation valves are to be replaced with brass valves, not plastic.
39. The following specifications are provided for replacement of plastic pipe, plastic pipe fittings, galvanized steel pipe and galvanized steel pipe fittings:
  - a. Plastic pipe shall be polyvinyl chloride (PVC), Schedule 40.
  - b. Plastic pipe fittings and connections shall be PVC Schedule 40.

c. Galvanized steel pipe/galvanized steel pipe fittings shall be Schedule 40.

40. Irrigation system components that have been damaged as a result of Contractor's neglect shall be repaired or replaced immediately by the Contractor at no cost to the City.

41. Contractor shall be responsible for adhering to all State and local building, plumbing and other applicable codes.

**O. DRAINAGE**

1. All surface drainage devices, such as concrete "V" ditches, bench drains, swales, etc., within the contracted areas shall be inspected per maintenance schedule and kept free of all debris, vegetation, soil, etc., which would preclude proper and intended functioning.

2. Visual inspections and cleanings shall be performed monthly.

3. All inlets shall be kept free of all matter which would preclude complete and adequate functioning.

4. Contractor's personnel shall report broken drain grates to the CDR or his/her City Designee within the same working day.

5. It shall be the Contractor's responsibility to inspect all common area drainage structure inlets and immediately notify the CDR or his/her City Designee if blockages are found.

6. All eroded areas shall be repaired by replacement of topsoil to restore to original grade.

7. All repairs must receive inspection and approval from the CDR or his/her City Designee.

**P. TRASH, LITTER AND DEBRIS – COLLECTION AND DISPOSAL**

1. Leaves and other debris from the landscape maintenance operations, as well as trash and litter blown by the wind or deposited by persons or animals shall be collected.

2. Paper, trash, cans, bottles, and animal waste etc., shall not be dumped on site in trash dumpsters, but shall be disposed of offsite in a legal manner at Contractor's expense.

3. Leaves, grass clippings, branches, weeds, and all other landscape debris accumulated from the landscape maintenance operations shall be collected and properly disposed of the same day the landscape debris is accumulated.

4. Green waste requirements of the State of California and the City of Pomona apply to this contract.

**Q. MISCELLANEOUS CLEAN UP**

1. Contractor shall be responsible for storm clean-up, as necessary, at all sites designated for maintenance services under this contract at no additional cost to the City.

2. During inclement weather events, Contractor shall be responsible for pickup of palm fronds and tree limbs on contracted City streets as part of contract with no additional charge for said services.

**R. STORMWATER BEST MANAGEMENT PRACTICES**

1. Contractor shall be responsible to implement specific Best Management Practices (BMPs) as outlined in the current National Pollutant Discharge Elimination System (NPDES)

Municipal Separate Storm Sewer System (MS4) Permit issued by the Regional Water Quality Control Board, and as further amended.

2. Contractor shall self-certify that all employees have been trained on BMPs related to this contract and provide certification documentation annually to the CDR.

#### **S. ADDITIONAL STAFFING**

1. One staff to be assigned 10 hours per day 7 days per week, with vehicle, primarily assigned to North and South Garey medians, parkways, and tree wells but available to be directed elsewhere as needed.

### **III. RESPONSIBILITIES OF CONTRACTOR**

- A. The Contractor shall furnish and pay all costs for all the following materials related to performing routine services under the contract, including but not limited to:
  1. All pesticides.
  2. All irrigation systems maintenance and repair parts, including pipe, fittings, couplers, and heads.
  3. Fertilizers.
  4. Trash can liners.
  5. All tools, chemicals, supplies and necessary equipment and labor to complete the work.
  6. Replacement of annuals at all locations within this Scope of Work where annuals are planted.
  7. Maintenance of plants in the front lobby inside City Hall.
  8. All other tools, equipment, supplies, materials, or other items of any kind required in order to complete the work described herein to the standards required under this Scope of Work.
  9. Staging for daily work away from City grounds (City grounds shall not be used for Contractor's work staging needs.
  10. Any repairs or replacements, including City staff or other contractor labor costs, attributable to the Contractor and Contractor employees.
- B. Contractor shall create all report and documentation forms for approval by and submission to the CDR and/or his/her designee.
- C. Contractor is required to provide all licenses and certifications described in this Scope of Work.
- D. Contractor shall be responsible for maintaining and submitting annual reports to City Environmental Programs Coordinator of their green waste recycling totals.
- E. Contractor shall be responsible for notifying the CDR or his/her City Designee, via phone call and email, upon discovery of damage to facilities, i.e., drinking fountains, lighting poles and fixtures or missing fixtures such as light bulbs, which could be a potential health and safety hazard, or could be an inconvenience to the general public. Any incidents of vandalism or health/safety hazards shall be reported to CDR immediately, via phone and email, and

Contractor's personnel shall take appropriate action to secure the affected area. Any damage that is considered an inconvenience to the general public shall be reported to CDR by close of business, via phone call and email. Such notification is to include location, time of discovery, nature of damage, and any corrective steps taken or required.

- F. Contractor shall notify the CDR or his/her City Designee immediately upon observing vandalism and/or graffiti to or on any structure, wall, or surface including but not limited to provisions, picnic shelters, picnic tables, play equipment, etc. Any damage or vandalism to such facilities shall be reported to CDR or other appropriate City personnel in writing within the two (2) business days. Should Contractor fail to report vandalism and/or graffiti in this manner, Contractor shall be required to remove graffiti and/or repair vandalism at Contractor's expense.
- G. Contractor shall be required to complete reports, including maintenance schedule forms, as approved by the City, which may include restroom inspection, mowing, fertilization, aeration, verticutting, herbicide usage, and tree minimum clearance/aesthetic and pruning schedules. This shall reflect the on-going maintenance schedules for work to be performed. The Contractor shall diligently accomplish the tasks set forth in the Maintenance Schedule. Routine maintenance tasks shall be fulfilled in the frequency indicated therein.
- H. Contractor shall supply its designated Supervisor for this contract with a cellular phone, which must be maintained to receive calls on a 24-hour basis from the CDR and/or his/her designee, in order to handle emergencies and storm related situations.
- I. Contractor shall develop an inspection form to ensure that all tasks outlined in the Maintenance Schedule and Agreement are performed at the required intervals and conform to the specifications and appropriate standards, and shall provide copies of inspection forms upon request of the CDR and/or his/her designee.
- J. Contractor shall ensure that employees are dressed in appropriate uniforms with the company logo on their shirts. All shirts shall remain buttoned; non-uniform T-shirts and tank tops shall not be acceptable. Employee badges including individual names and photographs are to be worn at all times. Shoes - Safety boots or work shoes in good condition shall be required; no sandals or tennis shoes shall be worn on the job. All employees shall be well groomed, including hair, beard, and dress. Company vehicles shall be appropriately identified, including truck number with the company logo or name on the side of the vehicle.
- K. All necessary licenses, permits and approvals shall be obtained by the Contractor at Contractor's own expense.
- L. The Contractor's principal representative shall meet with the CDR or his/her City Designee for a walk-through inspection at the commencement of the Agreement. Said meeting shall be at the convenience of the CDR or his/her City Designee. Additional inspections may be made by the CDR.
- M. All corrective work required as a result of a regular inspection or any additional inspection shall be accomplished to the satisfaction of the CDR within 10 working days of the authorization to repair the deficiencies, except in the case of a broken/leaking irrigation which must be repaired within 24 hours. Contractor shall provide the CDR with written confirmation of all corrective

work.

- N. Contractor's Supervisor is responsible to prepare and update a Monthly Landscape Maintenance Inspection form that will be prepared and completed by the Contractor representative during the monthly inspection drive-through and emailed to the CDR upon request.
- O. Contractor shall ensure that water from irrigation or from cleaning operations does not enter the storm drains. Contractor's operation will be done in conjunction with all stormwater laws and regulations.
- P. Contractor's operations will conform to all applicable safety and traffic laws and regulations, including Work Area Traffic Control Handbook (WATCH) Manual.
- Q. All joints and cracks in sidewalks, curbs and gutters, and other paved areas shall be kept in a weed-free condition. This includes all joints between asphalt concrete roadways and curbs and gutters in the contract area.

#### **IV. CITY'S RESPONSIBILITIES**

- A. City shall be responsible for performing the following repairs or replacements:
  - 1. Trash can replacement
  - 2. Fence repairs
  - 3. Water meters
  - 4. Sewer repairs
  - 5. Repair of facilities damaged by vandalism, theft, flood, fire or non-Contractor related accident covered by insurance
  - 6. Replacement of plants lost not as a result of Contractor's negligence
  - 7. Graffiti removal and vandalism repairs
  - 8. Nothing in this section shall limit Contractor's responsibility for inspection of premises under the contract for issues related to such items above.
  - 9. The CDR and the Contractor shall meet once each week, or as needed, to discuss specific projects or City needs.
- B. City shall also be responsible for the following other than when incurred as a result of the Contractor's negligence:
  - 1. Utility costs, excluding any/all cost for filling water in water truck(s) if they are used for hand watering
  - 2. Painting required
  - 3. Light poles
  - 4. Removal and replacement of concrete and asphalt paving and curbs

**Exhibit "A-1"**  
**Schedule of Maintenance Services**

**LANDSCAPING AND MAINTENANCE OF MEDIANS, PARKWAYS AND OTHER CITY-  
MAINTAINED STREET RELATED LANDSCAPING**

The tasks listed below and related performance requirements shall at minimum be performed at the frequencies listed **and also whenever directed/needed** in accordance with the Task Descriptions set forth in Section II of the Scope of Work.

**Section 1. Custodial Maintenance Duties**

Task		Standard/Level A Frequency	Level B Frequency	Level C Frequency
1.	Remove litter and trash, including animal waste and chewing gum, from all contracted grounds.	Daily	4 X Weekly MWFSu	3 X Weekly MThSu
2.	Maintain contracted areas free of noticeable plant or other debris accumulations/piles, including leaves, flowers, pine needles, etc.	Daily	4 X Weekly MWFSu	3 X Weekly MThSu

**Section 2. Landscaping Tasks**

Task		Standard/Level A Frequency	Level B Frequency	Level C Frequency
1.	Remove all weeds.	Daily	4 X Weekly MWFSu	3 X Weekly MThSu
2.	Mow, edge and trim turf.	Weekly	Biweekly	Biweekly with CDR selected no-mow
3.	Aerate, verticut/dethatch and overseed turf.	Only as requested at prices in Bid Sheet B.		
6.	Apply herbicides for weed control.	As needed and directed.		
7.	Fertilize turf, shrubs, hedges and ground cover.	Annually  Apr		
8.	Prune shrubs, hedges and trees for minimum height and visibility			



Section 2. Landscaping Tasks				
Task		Standard/Level A Frequency	Level B Frequency	Level C Frequency
	clearances, and edge ground cover along fence lines, sidewalks, etc.	Monthly	Bimonthly	Quarterly
9.	Prune shrubs, hedges and ground cover for shape and appearance.	Bimonthly	Quarterly	2 X Annually
10.	Mulch shrub, hedge, ground cover and other non-turf landscape areas.	Annually		
11.	Treat shrub, hedge and ground cover areas with pre-emergent herbicide.	As needed and directed.		
12.	Treat shrub, hedge and ground cover areas for snail and slug control.	As needed and directed.		
14.	Maintain murals free of plant growth.	Monthly	Bimonthly	Quarterly
15.	Maintain walls free of weeds at bases, in joints, etc.	Monthly	Bimonthly	Quarterly
16.	Fill and level decomposed granite or other aggregate paths/trails with similar aggregate.	2 X Annually	Annually	
33.	Replace annuals.	2 X Annually	Annually	
40.	Actively check irrigation system coverage, repair, adjust and clean as needed.	Monthly		
41.	Hand water any area not covered by irrigation system if irrigation system is temporarily inoperable.	1 x Weekly Nov. 1 – Apr. 30 3 x Weekly May 1 – Oct. 31		
44.	Insect and rodent treatment, including gopher control.	As needed and directed.		

**End Maintenance Schedule**

