

BID NUMBER PA-00609
TO: CITY OF LONG BEACH
CITY MANAGER

ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



**INVITATION TO BID
LANDSCAPE SERVICES
FOR PARKS AND STREETS**

31001

CONTRACT NO. PA-00609

- COMPLETE CONTRACT:**
This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
- SERVICES TO BE PROVIDED BY THE CONTRACTOR:**
Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
- AMOUNT TO BE PAID:**
The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
- CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**
When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.
- DECLARATION OF NON-COLLUSION:**
The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest of or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Irwindale CA ON THE 3rd DAY OF December, 2008
CITY STATE MONTH

COMPANY NAME: Mariposa Horticultural Enterprises TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 15529 Arrow Hwy CITY: Irwindale STATE: CA ZIP: 91706

PHONE: (626) 960-0196 FAX: (626) 960-3809

S/ [Signature] President
(SIGNATURE) (TITLE)

Terry Noriega Terry@mariposahorticultural.com
(PRINT NAME) (EMAIL ADDRESS)

S/ [Signature] Secretary
(SIGNATURE) (TITLE)

Antonio Valenzuela Antonio@mariposahorticultural.com
(PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH
BY [Signature] 1.13.09
Director of Financial Management Date

APPROVED AS TO FORM 1-8, 2009
ROBERT E. SHANNON
CITY ATTORNEY
[Signature]
Deputy

BID NUMBER PA-00609

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Other Business Enterprises (DBEs, MBEs, WBEs, LBBEs and OBEs) to compete successfully in supplying our needs for products and services.

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

Corporation State of California
Partnership State of _____
General Limited
Joint Venture
Individual DBA _____
Limited Liability Company State of _____

Composition of Ownership (more than 51% of ownership of the organization):

OPTIONAL

Ethnic (Check one):

Black Asian Other Non-white
 Hispanic American Indian Caucasian

Non-ethnic Factors of Ownership (check all that apply):

Male Yes - Physically Challenged Under 65
 Female No - Physically Challenged Over 65

Is the firm certified as a Disadvantaged Business: Yes No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

Yes No

Name of certifying agency: County Of Los Angeles and City Of Los Angeles

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6362.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

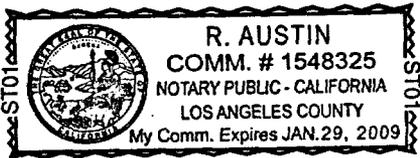
State of CALIF.

County of LOS ANGELES

On 12-3-08 Before me, R. AUSTIN - NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared TERRY NORIEGA AND ANTONIO VALENZUELA
NAME(S) OF SIGNER(S)

[X] personally known to me - OR - [] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Handwritten Signature: R. Austin]

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual, Corporate Officer, Partner(s) Limited/General, Attorney-in-fact, Trustee(s), Guardian/conservator, Other.

DESCRIPTION OF ATTACHED DOCUMENT

Title or type of document, Number of pages, Date of document, Signer(s) other than named above

Signer is representing: Name of person(s) or entity(ies):

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid. Substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

INSTRUCTIONS TO BIDDERS

10. PUBLIC WORK AND PREVAILING WAGES:

In the performance of public work under any Contract, Contractor shall comply with the provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. A copy of the wage schedule can be obtained from the City Engineer.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

11. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

12. SAMPLES:

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

13. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

14. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Other Business Enterprises (DBEs, MBEs, WBEs, LBEs, and OBEs) to compete successfully in supplying our needs for products and services.

Please visit <http://www.longbeach.gov/diversity> for more information on the City's Diversity Outreach Program.

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: NONE

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)
 Black () American Indian ()
 Hispanic () Other Non-white ()
 Asian () Caucasian ()

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

15. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened. Failure to respond to three (3) Invitations to Bid without reason may constitute cause to remove Bidder's name from the bidding list.

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: DECEMBER 3, 2008

TIME: 11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

- A. COMMERCIAL (TERMS AND CONDITIONS, ETC)
- | | |
|------------------|---------------------|
| <u>ERIK SUND</u> | <u>562-570-6663</u> |
| BUYER | TELEPHONE NUMBER |
- B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)
- | | |
|----------------------|---------------------|
| <u>RAMON AREVALO</u> | <u>562-570-4895</u> |
| DEPARTMENT CONTACT | TELEPHONE NUMBER |

16. BID OPENING PROCEDURES:

All Bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy not to release price information on these Bids until the department has reviewed them and award has been approved by the City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that Bid and setting up an appointment. Due to the large volume of Bids received, Bid results will not be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the Bids, the name of the apparent low Bidder will be posted on the Internet for a period of one (1) month, together with the rankings of the top three Bidders. These rankings will not contain price information.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within seven (7) calendar days after the date of the Bid opening.

INSTRUCTIONS TO BIDDERS

17. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES X NO

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

18. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified"

means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Rosie Bouquin at 562-570-7079 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:
Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:

A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection

with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

- (1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.

- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
- (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any Work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

CONTRACT AREA 3



CITY OF LONG BEACH

DEPARTMENT OF PARKS, RECREATION AND MARINE



MAINTENANCE OPERATIONS BUREAU

GROUNDS MAINTENANCE DIVISION

**CONTRACT AREA 3
Southwest Parks
and Streets**

2008

<http://www.ci.long-beach.ca.us/park>

CONTRACT AREA 3



CITY OF LONG BEACH
LANDSCAPE MAINTENANCE
PROPOSAL BID SHEET

LANDSCAPE CONTRACT AREA 3 PARKS BASE BID					
Item No.	Location	Turf (Acre)	Landscape (Acre)	Rate Per Month	Rate Per Year
1	1 st Place	0	.1	\$ 20.30	\$ 243.59
2	2 nd Place	0	.1	\$ 20.30	\$ 243.59
3	3 rd Place	0	.1	\$ 20.30	\$ 243.59
4	4 th Place	0	.1	\$ 20.30	\$ 243.59
5	5 th Place	0	.1	\$ 20.30	\$ 243.59
6	6 th Place	0	.1	\$ 20.30	\$ 243.59
7	7 th Place	0	.1	\$ 20.30	\$ 243.59
8	8 th Place	0	.1	\$ 20.30	\$ 243.59
9	9 th Place	0	.1	\$ 20.30	\$ 243.59
10	10 th Place	0	.1	\$ 20.30	\$ 243.59
11	11 th Place	0	.1	\$ 20.30	\$ 243.59
12	12 th Place	.04	.01	\$ 10.15	\$ 121.79
13	13 th Place	0	.1	\$ 20.30	\$ 243.59
14	14 th Place	0	.1	\$ 20.30	\$ 243.59
15	15 th Place	0	.1	\$ 20.30	\$ 243.59
16	4 th St Senior Center	0	.05	\$ 10.15	\$ 121.79
17	21 st St to Hill	0	.9	\$ 182.69	\$ 2,192.29
18	Admiral Kidd **	7	2.28	\$ 1883.74	\$ 22,604.92
19	Butler School **	2.9	.01	\$ 590.70	\$ 7,088.40
20	Cesar E. Chavez Park (includes the area west of 710 fwy)	18.10	14.4	\$ 6597.16	\$ 79,165.94
21	Chittick Field **	7.2	10.8	\$ 3,653.81	\$ 43,845.75
22	Drake **	5.1	1.20	\$ 1,278.83	\$ 15,346.01
23	Daryle Black	.06	.08	\$ 28.42	\$ 341.02
24	East Village Arts	0	.10	\$ 20.30	\$ 243.59
25	Ernest McBride Sr **	1.2	2.98	\$ 848.50	\$ 10,181.96
26	Fellowship	.01	.36	\$ 75.11	\$ 901.27
27	Fourteenth Street	1.1	.66	\$ 357.26	\$ 4,287.14
28	Hudson **	9	4.06	\$ 2,651.04	\$ 31,812.53

CONTRACT AREA 3



LANDSCAPE CONTRACT
AREA 3 PARKS
BASE BID

Item No.	Location	Turf (Acre)	Landscape (Acre)	Rate Per Month	Rate Per Year
29	Loma Vista	.14	0	\$ 28.42	\$ 341.02
30	Long Beach Civic Center & Lincoln Park	3.03	2.67	\$ 1,157.04	\$ 13,884.49
31	Long Beach Municipal Cemetery	3.7	.6	\$ 872.86	\$ 10,474.26
32	MacArthur	2.8	.96	\$ 763.24	\$ 9,158.89
33	Martin Luther King **	6.9	1.4	\$ 1,684.81	\$ 20,217.76
34	Miracle on 4 th Street	.05	.05	\$ 20.30	\$ 243.59
35	Peace Park	0	.4	\$ 81.20	\$ 974.35
36	Silverado **	7.98	3.49	\$ 2,328.29	\$ 27,939.49
37	Tanaka	.75	.52	\$ 257.80	\$ 3,093.56
38	Veterans **	11.8	2.89	\$ 2,981.92	\$ 35,783.01
39	Health Department sites				
39a	Central Facility Center 1133 Rhea St	.01	.13	\$ 28.42	\$ 341.02
39b	Multi Services Center 1301 W. 12 th St	.15	.22	\$ 75.11	\$ 901.27
39c	West Facility Center 2125 Santa Fe Ave	.05	.23	\$ 56.84	\$ 682.05
40	Library sites				
40a	Alamitos 836 E. Third St	.1	.03	\$ 26.39	\$ 316.66
40b	Burnett 560 E. Hill St	0	.24	\$ 48.72	\$ 584.61
40c	Harte 1595 W. Willow St	.01	.1	\$ 22.33	\$ 267.95
40d	Mark Twain* 1401 E. Anaheim	0	.71	\$ 144.12	\$ 1,729.47
41	Police Department sites				
41a	Public Safety Building 400 W. Broadway Ave	0	.75	\$ 152.24	\$ 1,826.91
41b	West Division 1835 Santa Fe Ave	0	.39	\$ 79.17	\$ 949.99
The sites listed below are currently unimproved and will require quarterly weed abatement and monthly litter pick up.					
42	Rosa Parks Park	0	.4	\$ 81.20	\$ 974.35
43	Admiral Kidd Expansion	0	3.07	\$ 623.18	\$ 7,478.14
44	Chavez / Drake Greenbelt	0	21.8	\$ 4,425.17	\$ 53,102.08
45	Chavez / 6 th Street Wetlands	0	6.4	\$ 1,299.13	\$ 15,589.60
46	Chittick Field Expansion	0	8.7	\$ 1,766.01	\$ 21,192.11

CONTRACT AREA 3



LANDSCAPE CONTRACT AREA 3 PARKS BASE BID					
Item No.	Location	Turf (Acre)	Landscape (Acre)	Rate Per Month	Rate Per Year
47	L.A. River Greenway	0	1.04	\$ 211.11	\$ 2,533.31
48	Molina	0	.15	\$ 30.45	\$ 365.38
49	P.E. Row – Hill/Orange Underpass	0	.35	\$ 71.05	\$ 852.56
50	P.E. Row – Lemon to Orange	0	1.84	\$ 373.50	\$ 4,482.01
51	P.E. Row – MLK to Lemon	0	3.40	\$ 690.16	\$ 8,281.98
52	P.E. Row – Walnut to Orange	0	3	\$ 608.97	\$ 7,307.63
53	P.E. Row – N of Chittick	0	.9	\$ 182.69	\$ 2,192.29
54	Seaside (14 th /Atlantic)	0	2.05	\$ 416.13	\$ 4,993.54
55	Wrigley Greenbelt	0	9.8	\$ 1,989.30	\$ 23,871.58
56	Wrigley Heights	0	3.07	\$ 623.18	\$ 7,478.14
57	Wrigley Heights (Undeveloped I & II)	0	3.1	\$ 629.27	\$ 7,551.21
TOTAL ACREAGE AND RATES		89.14	124.13	\$ 43,301.78	\$ 519,620.92

* This site is considered naturalized and is subject to Nature center maintenance standards and requirements per section 10.

** This site is subject to sports field maintenance standards and requirements per section 10.

CONTRACT AREA 3



CITY OF LONG BEACH
LANDSCAPE MAINTENANCE
PROPOSAL BID SHEET

LANDSCAPE CONTRACT AREA 3 STREETS BASE BID					
Item No.	Location	Turf (Acre)	Landscape (Acre)	Rate Per Month	Rate Per Year
1	1 st St. (@ Ocean Blvd)	.15	.003	\$ 31.06	\$ 372.69
2	3 rd St. (@ 710 Fwy)	0	.2	\$ 40.60	\$ 487.18
3	6 th St. (includes on & off ramps) (@ 710 Fwy)	0	.33	\$ 66.99	\$ 803.84
4	7 th St. (@ 710 Fwy)	0	.45	\$ 91.35	\$ 1,096.14
5	9 th St. (@ 710 Fwy)	0	.008	\$ 1.62	\$ 19.49
6	34 th St (East of DeForest Ave South side)	0	.05	\$ 10.15	\$ 121.79
7	39 th St (West of Magnolia Ave)	0	.11	\$ 22.33	\$ 267.95
8	Alamitos Blvd. (@ Broadway, @ 6 th St & @ 17 th St)	.07	.95	\$ 207.05	\$ 2,484.59
9	Anaheim St (Oregon Ave to Seabright Ave c/d)	0	.45	\$ 91.35	\$ 1,096.14
10	Anaheim St (Harbor Ave to Santa Fe Ave) c/d & n/sidewalk & tree wells	0	.62	\$ 125.85	\$ 1,510.24
11	Cowles Ave (@ East of Fashion to Fwy)	0	.04	\$ 8.12	\$ 97.44
12	Crest Dr (Long Beach Blvd to Wardlow Rd)	0	.07	\$ 14.21	\$ 170.51
13	Daisy Avenue Islands (PCH to Hill St & Spring St to 27 th St)	2.51	.09	\$ 527.77	\$ 6,333.28
14	DeForest Ave ice plant (1200 block)	0	.9	\$ 182.69	\$ 2,192.29
15	DeForest Ave (Willow St to 23 rd St)	0	1.3	\$ 263.84	\$ 3,166.64
16	Esther Ave. (San Francisco Ave to LA River)	.01	.01	\$ 4.06	\$ 48.72
17	Fairbanks Ave (@ Chester Pl)	0	.9	\$ 182.69	\$ 2,192.29
18	Gale Ave. (@ 19 th St, @ 27 th St, @ 16 th St, @ 17 th St, @ 15 th St & Gaylord St)	0	.17	\$ 34.51	\$ 414.10
19	Hesperian Ave (Wardlow Rd to South of Arlington St)	0	.57	\$ 115.70	\$ 1,388.45
20	Harbor Ave tree wells (Anaheim St to PCH)	0	.63	\$ 127.88	\$ 1,534.60
21	Hill St near TI Fwy (@Hudson Park)	0	.05	\$ 10.15	\$ 121.79

CONTRACT AREA 3



LANDSCAPE CONTRACT
AREA 3 STREETS
BASE BID

Item No.	Location	Turf (Acre)	Landscape (Acre)	Rate Per Month	Rate Per Year
22	Hill St. (@ Orange)	0	.15	\$ 30.45	\$ 365.38
23	Long Beach Blvd. (Ocean Blvd to Wardlow Rd)	0	12.10	\$ 2,456.17	\$ 29,474.09
24	Long Beach Blvd tree wells (Ocean Blvd to Willow St)	0	6.2	\$ 1,258.54	\$ 15,102.43
25	Martin Luther King Blvd (PCH to 20 th St)	0	.34	\$ 69.02	\$ 828.20
26	Ocean Blvd. (Golden Ave to Alboni Pl)	.03	1.10	\$ 229.38	\$ 2,752.54
27	Orange Ave. (@ Hill St)	0	.14	\$ 28.42	\$ 341.02
28	Pacific Ave Station (Broadway to 6 th St)	0	.32	\$ 64.96	\$ 779.48
29	Pacific Ave tree wells (Broadway to 6 th St)	0	.62	\$ 125.85	\$ 1,510.24
30	Pacific Ave. (PCH to Willow St & 32 nd St to 405 Fwy)	.06	2.66	\$ 552.13	\$ 6,625.58
31	PCH (@ Golden Ave) (@ TI Fwy, North side)	.44	1.0	\$ 292.31	\$ 3,507.66
32	Queensway Dr (Across from The Reef)	0	1.00	\$ 202.99	\$ 2,435.88
33	San Francisco (PCH to Anaheim St)	.11	.22	\$ 66.99	\$ 803.84
34	Santa Fe Ave. (Anaheim St to 405 Fwy)	.01	2.55	\$ 519.65	\$ 6,235.84
35	Spring St (Long Beach Blvd to Atlantic Ave)	0	.3	\$ 60.90	\$ 730.76
36	Spring St (Delta Ave to Santa Fe Ave s/d)	0	.03	\$ 6.09	\$ 73.08
37	Sunrise Ave (@ Olive Ave and Lime Ave)	0	.04	\$ 8.12	\$ 97.44
38	Terminal Island Fwy (PCH to Willow St)	0	3.10	\$ 629.27	\$ 7,551.21
39	Wardlow Ave (Long Beach Blvd to Hesperian Ave)	0	.58	\$ 117.73	\$ 1,412.81
40	Webster Ave (South of Arlington St)	0	.07	\$ 14.21	\$ 170.51
41	Willow Ave. (TI Fwy to Atlantic Ave)	1.20	2.16	\$ 682.05	\$ 8,184.54
42	Willow & Golden (North side)	0	.8	\$ 162.39	\$ 1,948.70
43	Willow & Golden (South side)	0	1.1	\$ 223.29	\$ 2,679.46
TOTAL ACREAGE AND RATES		4.59	44.48	\$ 9960.93	\$ 119,530.85

CONTRACT AREA 3



CITY OF LONG BEACH
LANDSCAPE MAINTENANCE
PROPOSAL BID SHEET

LANDSCAPE CONTRACT AREA 3 BID OPTION #1					
Item No.	Location	Turf (Acre)	Landscape (Acre)	Rate Per Month	Rate Per Year
1	LA Rio Trail	0	2.0	\$ 2,350.00	\$ 28,200.00
2	Sunnyside Cemetery	15	.05	\$ 3,912.50	\$ 46,950.00
TOTAL ACREAGE AND RATES		15.00	2.05	\$ 4,147.50	\$ 49,770.00

LANDSCAPE CONTRACT AREA 3 BID OPTION #2					
Item No.	Location	Turf (Acre)	Landscape (Acre)	Rate Per Month	Rate Per Year
1	Sports Park	0	50	\$ 1,940.00	\$ 22,280.00
TOTAL ACREAGE AND RATES		0.00	50.00	\$ 1,940.00	\$ 22,280.00

CONTRACT AREA 3



CITY OF LONG BEACH
 LANDSCAPE MAINTENANCE
 SUMMATION - PROPOSAL FORM
 CONTRACT AREA 3

BID SUMMARY			
Contract Area 3	Total Acreage	Rate Per Month	Rate Per Year
Turf	93.73	\$ 29,294.45	\$ 351,533.49
Landscape	168.61	\$ 23,968.19	\$ 287,618.28
Total Base Bid Amount	262.34	\$ 53,262.64	\$ 639,151.77
Bid Option			
Bid Option #1	17.05	\$ 4,147.50	\$ 49,770.00
Bid Option #2	50.00	\$ 1,940.00	\$ 22,280.00
Open four (4) Park sites (Daryle Black/East Village Arts/Tanaka /Miracle on 4 th St))		\$ 496.00	\$ 5,952.00
Fertilization (Section 11.2)	262.34	\$ 360.00	\$ 4,320.00
Weed Control in Turf (Section 11.1)	93.73	\$ 180.00	\$ 2,160.00
Total Bid Amount, including Base Bid and Bid Option		\$ 60,302.81	\$ 723,633.77

The City reserves the right to select one or more or all bid options, in its sole discretion.

CONTRACTOR STAFFING
 (Contractor to provide minimum staffing levels)

<u>Position</u>	<u>Number of staff</u>	<u>Hours per week</u>
Supervisor	2	40 each
Irrigation Tech(s)	1	40
Laborer(s)	10	40 each
Specialty Personnel:		
A. <u>Chemical Application</u>	1	24
B. _____	_____	_____
C. _____	_____	_____

CITY OF LONG BEACH
 LANDSCAPE MAINTENANCE
 ADDITIONAL SERVICES
 BID SHEET

CONTRACT AREA 3



Provide all materials, labor, equipment and incidentals to perform the following annual work to the satisfaction of the City's representative. These quantities are only estimates for bidding purposes only and are not guaranteed or represented to be actual quantities. The City reserves the right to increase or decrease these estimated quantities based on the City's actual needs and requirements.

LANDSCAPE CONTRACT AREA 3					
Item No.	Location	Quantity	Unit	Unit Price	Total Amount
1	Install Irrigation:				
	a. 1" RCV	50	EA	\$ 190.00	\$ 9,500.00
	b. 100' 1" sch. 40 lateral lines	250	Per 100'	\$ 2.50	\$ 625.00
	c. RB 1806 pop up	500	EA	\$ 28.00	\$ 14,000.00
2	Organic seed topper (not steer manure)	100	CY	\$ 40.00	\$ 4,000.00
3	Ortega Blend Sand or approved equal for sand replacement - tot lots	100	TN	\$ 80.00	\$ 8,000.00
4	Install plant replacements:				
	a. Groundcover in flats	100	EA	\$ 25.00	\$ 2,500.00
	b. 1-gallon plants	400	EA	\$ 7.00	\$ 2,800.00
	c. 5-gallon plants	250	EA	\$ 22.00	\$ 5,500.00
	d. 15-gallon plants	75	EA	\$ 80.00	\$ 6,000.00
	e. 15-gallon trees (staked)	75	EA	\$ 95.00	\$ 7,125.00
5	Install boxed trees:				
	a. 24" box specimen	24	EA	\$ 300.00	\$ 7,200.00
6	4" Grind, screened mulch	100	CY	\$ 38.00	\$ 3,800.00
TOTAL AMOUNT					\$ 71,050.00

Because the City is unable to predict the requirements for additional work and materials, the award of this Contract will be based on a representative sample of bid items for this additional work and materials. The sample items will be selected by the City, put in a sealed envelope, and opened after all bids are opened in order to ensure a competitive bidding process. The lowest responsible bidder for this bid sheet relating to additional work and materials will be determined by adding the item totals for the sample project.

**CITY OF LONG BEACH
LANDSCAPE MAINTENANCE
ADDITIONS AND DELETIONS
PROPOSAL SHEET**

CONTRACT AREA 3



CONTRACT AREA 3

All costs shown below must reflect all other bid sheets. All costs are for the addition or deletion of individual services, at the City's discretion.

PARKS-LANDSCAPE MAINTENANCE

Plant Material

Unit Cost

Turf

Per Acre: \$ 312.54

Landscape

Per Acre: \$ 142.15

HOURLY RATES

Position

Regular Time

Overtime

Supervisor

\$ 65.00

\$ 97.50

Irrigation Tech(s)

\$ 39.00

\$ 58.50

Laborer(s)

\$ 31.00

\$ 46.50

Specialty Personnel:

A. Chemical Applicator

\$ 45.00

\$ 67.50

B. Equipment Operator

\$ 50.00

\$ 75.00

C. Tree pruning

\$ 50.00

\$ 75.00

UNIT WORK COSTS

Item	Description	Unit Cost	Unit
I Turf Maintenance			
1	Mowing	\$ <u>312.54</u>	Acre
2	Edge and trim	\$ <u>.05</u>	LF
3	Fertilization	\$ <u>700.00</u>	Acre
4	Aerification	\$ <u>165.00</u>	Acre
5	Verticutting (dethatching)	\$ <u>0.023</u>	Acre
6	Weed control	\$ <u>650.00</u>	Acre
7	Pest control	\$ <u>600.00</u>	Acre
8	Irrigation		
	a. Repairs	\$ <u>4500.00</u>	Acre
	b. Installation	\$ <u>65,340.00</u>	Acre
II Ground Cover, Shrub & Tree Maintenance			
9	Edge and trim	\$ <u>0.03</u>	LF
10	Weed and clean-up	\$ <u>650.00</u>	Acre

CONTRACT AREA 3



Item	Description	Unit Cost	Unit
11	Fertilization a. Soil injections b. Foliar application c. Dry formulation placement	\$ 670.00 \$ 685.00 \$ 896.00	Acre Acre Acre
12	Pest control	\$ 45.00	Hour
13	Pruning trees (up to 12' per specifications)	\$ 10.00	EA
14	Encroachment pruning (100 lineal feet x 15' height)	\$ 615.00	EA
15	Vertical mulch trees	\$ 200.00	EA
16	Vegetation removal	\$ 1500.00	Acre
III Plant Material (Installed)			
17	Annual color (4" container)	\$ 28.00	EA
18	Ground cover	\$ 25.00	Flat
19	1-Gallon shrub	\$ 7.00	EA
20	5-Gallon shrub	\$ 22.00	EA
21	15-Gallon shrub	\$ 80.00	EA
22	15-Gallon tree	\$ 95.00	EA
23	24" Box tree	\$ 300.00	EA
24	Seeded turf	\$ 0.35	SF
25	Sodded turf	\$ 0.95	SF
26	Stolonized turf	\$ 0.90	SF
IV Weed Abatement (Labor, Equipment & Materials)			
27	Tractor drawn disc	\$ 85.00	Acre
28	Hand work/string trimmer	\$ 350.00	Acre
29	Flail mowing	\$ 565.00	Acre
30	Pre-emergent herbicide (Broadspectrum)	\$ 525.00	Acre
31	Post-emergent herbicide	\$ 515.00	Acre
V Bulk Materials (Labor, Equipment & Materials to Install)			
32	"Angel Mix" brick dust from Corona Clay (or equivalent) Less than 12 CY Greater than 12 CY	\$ 285.00 \$ 250.00	CY CY
33	Playground sand Ortega Blend Silica Sand medium/fine texture (or equivalent) Less than 12 CY Greater than 12 CY	\$ 50.00 \$ 48.00 \$ 42.00	CY CY
34	"Fibar" wood chips for playground Less than 12 CY Greater than 12 CY	\$ 95.00 \$ 85.00	CY CY

CONTRACT AREA 3



Item	Description	Unit Cost	Unit
35	Temporary vinyl construction fence 4' high, stakes 6' OC less than 500'	\$ 5.00	LF
	4' high, stakes 8' OC greater than 500'	\$ 6.00	LF
36	Planting bed mulch (4" grind) Less than 12 CY	\$ 42.00	CY
	Greater than 12 CY	\$ 38.00	CY
VI Equipment (4-Hour Minimum with Operator)			
37	Skiploader	\$ 66.00	Hour
38	Vibratory roller (3,000 lb.)	\$ 60.00	Hour
39	Sod cutter	\$ 60.00	Hour
40	Machine tamp ("whacker")	\$ 60.00	Hour
41	Air compressor/jackhammer/200' hose	\$ 70.00	Hour
42	Chipper w/operator(s)	\$ 50.00	Hour
		\$ 400.00	Day
VII Erosion Control Provision (Labor, Materials and Equipment Installed)			
43	Visqueen on slope include sandbags 10' OC staked Less than 1,000 SF	\$ 0.56	SF
	Greater than 1,000 SF	\$ 0.50	SF
44	Sandbags installed Less than 100	\$ 2.45	EA
	Greater than 100	\$ 2.15	EA
45	Silt fence 24" installed per OC Std. Plan Detail 455 Less than 100 LF	\$ 1.00	LF
	Greater than 100 LF	\$ 0.90	LF
46	"Jute mesh" fabric w/installation staples Less than 1,000 SF	\$ 0.40	SF
	Greater than 1,000 SF	\$ 0.35	SF
47	4" thick concrete sidewalk removal and replacement Less than 500 SF	\$ 13.00	SF
	Greater than 500 SF	\$ 12.75	SF
48	Game Court Cleaning (washing)	\$ 33.00	EA

CONTRACT AREA 3



CITY OF LONG BEACH
LANDSCAPE MAINTENANCE
EQUIPMENT INVENTORY

The following equipment shall be provided by the Contractor for landscape maintenance operations in the City of Long Beach. Equipment may be owned or rented by the Contractor. All equipment shall receive scheduled preventive maintenance to promote equipment reliability and ensure optimum performance at all times. All equipment is subject to Park Supervisor's approval. Any piece of equipment deemed unsatisfactory by City Park Supervisor or Park Superintendent shall be repaired or replaced immediately. Indicate whether equipment to be provided is owned (O) or rented (R) and include quantity owned and model and year of equipment.

Checklist:

Mowing Equipment

(Indicate "O" or "R" below)

- ^O A) Mechanically, ground driven or hydraulic driven gang reel mowers capable of providing variable cutting widths and cutting heights of 1" shall be used on warm season turf grasses such as common Bermuda and Kikuyu grasses.
- ^O B) Hydraulic-driven reel mower with reels having a minimum of nine blades commonly referred to as Triplex mowers shall be used on all hybrid Bermuda turf grasses and mixed turf areas of predominantly warm-season turf as deemed necessary by City Park Supervisor. Mowers shall provide a maximum cutting width not to exceed 84". Mowers shall be capable of providing cutting heights from ¾" to ½" and have the ability of collecting grass clippings if deemed necessary by City Park Supervisor.
- ^O C) Rotary mowing lawn tractors shall be used to cut cool season grasses or overseeded dormant Bermuda. Mower deck widths shall vary depending on terrain and location, however a minimum width of 60" shall be maintained. Mowers shall be capable of providing cutting heights from 1½" to 3", and have the ability to collect grass clippings if deemed necessary by City Park Supervisor.
- ^O D) Self-propelled walk behind reel mowers with the capability of collecting grass clippings are required on small turf areas of Hybrid Bermuda grasses. Mowers shall be complete with groomer and verticutting attachments. Minimum cutting width of 21".

 O - Equipment owned and is available when needed.

 R - Equipment can be rented as needed.

CONTRACT AREA 3



Vertical Mowers/Dethatcher

- A) Self-propelled walk behind vertical cutting mowers (renovators) shall be used on small turf areas such as areas not easily accessed by larger vertical cutting mowers or areas deemed necessary by City Park Supervisor.
- B) A vertical cutting mower (dethatcher) hydraulically or P.T.O. driven from attached tractor with a minimum cutting width of 60" shall be used on large turf areas. Blades shall be free swinging and spaced a maximum of 2" apart.
- C) A vertical cutting mower (renovator) hydraulically or P.T.O. driven from attached tractor with fixed ¼" thick, 12" diameter, 8-10 pointed slicing type blades, spaced a maximum of 2" apart, shall be used on all hybrid Bermuda grasses.

Flail Mower

- A flail mower hydraulically or P.T.O. driven from attached tractor with a minimum cutting width of 60" shall be used on all areas requiring periodic weed abatement mowing, i.e., open space areas. Flail mower shall be equipped with appropriate type, free-swinging blades spaced a maximum of 2" apart.

Turf Vacuum/Power Rake

- A turf vacuum/power rake shall be used to pick up grass clippings, leaves, verticut clippings, aeration plugs and other debris. Turf vacuum/power rake shall be a minimum of 60" wide, and have an agitating raking mechanism to aid in the proficiency of the vacuum.

Aerators

- A) Walk behind, self-propelled aerators shall be used on smaller turf areas such as areas not easily accessed by larger aerators or other areas deemed necessary by City Park Supervisor. Aerators shall have tines ½" in diameter spaced a maximum of 3" apart.
- B) Aerators a minimum of 60" wide shall be used on large turf areas. Aerators shall run under their own power or be pulled from an attached tractor. Aerators shall be capable of following contours and minor grade changes in the turf grasses. Aerator tines shall be ¾" in diameter, spaced a maximum of 3" apart and be capable of penetrating the soil to a minimum depth of 3". Aerators capable of collecting plugs for removal may be required by the Park Supervisor.

Fertilizer Spreader

- A fertilizer spreader, P.T.O. driven from attached tractor with a minimum hopper capacity of 600 pounds shall be used.

O - Equipment owned and is available when needed.

R - Equipment will be rented as needed.

CONTRACT AREA 3



Utility Tractor

- O A utility tractor capable of providing power to auxiliary equipment shall be used. Power provided (hydraulic or P.T.O.) shall be within manufacturer's specified limits for attached equipment, i.e., dethatching, aerating, turf vacuuming implements.

Topdresser

- O For athletic fields, a topdressing machine is needed. Topdresser shall be capable of spreading ¼" of topdressing mix on a 300' x 200' soccer field in a normal working day.

Irrigation Remote Control Unit

- O Contractor will need a Rain Master remote control transmitter and receiver model ProMax-UA to aid in the proficiency of irrigation maintenance.

Pesticide Application Equipment

- O Contractor will need a large capacity (200-gallon minimum) pesticide sprayer. Sprayer shall have a minimum 10' spray boom for broadcast application of herbicides and liquid fertilizers. Sprayer shall also have a spray wand/gun with a minimum of 200' of hose.

Utility Vehicles

- O For general maintenance and frequent hauling across turf areas, only utility vehicles can be utilized. Examples are Cushman, Daihatsu, Gator.

Chipper

- O Examples are: Vermeer 1600A brush chipper or approved equal.

Traffic Control Devices

- O Arrowboard (solar/battery) towable.
- O General traffic control devices such as, but not limited to: Construction signs, warning signs, high-level warning devices, delineators, regulatory signs, barricades, plates, hand-held devices, etc.

 O - Equipment owned and is available when needed.

 R - Equipment will be rented as needed.

CONTRACT AREA 3



CITY OF LONG BEACH

DEPARTMENT OF PARKS, RECREATION AND MARINE



MAINTENANCE OPERATIONS BUREAU

GROUNDS MAINTENANCE DIVISION

ALTERNATE BID

CONTRACT AREA 3

**Southwest Parks
and Streets**

2008

<http://www.ci.long-beach.ca.us/park>

CONTRACT AREA 3



**CITY OF LONG BEACH
LANDSCAPE MAINTENANCE
ALTERNATE PROPOSAL BID SHEET**

As an alternate bid, the City of Long Beach is reviewing potential cost savings options

Turf will be mowed in intervals not to exceed once every seven days during the growing season (March 1st thru November 30th), and bi-weekly during the non-growing season (December 1st thru February 28th), and as otherwise needed to maintain a neat appearance or as stated on the bid summary form. In no case shall mowing intervals be greater than 15 days. Bermuda shall be cut to a height of ½ to ¾ inches and St. Augustine, Bahia, and Mixed turf areas to 2½ to 3 inches under normal conditions. Clippings shall either be vacuumed or blown off all hard surfaces. Any and all clippings that clump or remain visible after mowing shall be mechanically removed at the time mowing is completed in a given area.

LANDSCAPE CONTRACT AREA 3 PARKS ALTERNATE BASE BID						
Item No.	Location	Turf (Acre)	Landscape (Acre)	Rate Per Month (March 1 - Nov 30)	Rate Per Month (Dec 1 - Feb 28)	Rate Pe Year
1	1 st Place	0	.1	\$	\$	\$
2	2 nd Place	0	.1	\$	\$	\$
3	3 rd Place	0	.1	\$	\$	\$
4	4 th Place	0	.1	\$	\$	\$
5	5 th Place	0	.1	\$	\$	\$
6	6 th Place	0	.1	\$	\$	\$
7	7 th Place	0	.1	\$	\$	\$
8	8 th Place	0	.1	\$	\$	\$
9	9 th Place	0	.1	\$	\$	\$
10	10 th Place	0	.1	\$	\$	\$
11	11 th Place	0	.1	\$	\$	\$
12	12 th Place	0	0	\$	\$	\$
13	13 th Place	0	.1	\$	\$	\$
14	14 th Place	0	.1	\$	\$	\$
15	15 th Place	0	.1	\$	\$	\$
16	4 th St Senior Center	0	.05	\$	\$	\$
17	21 st St to Hill	0	.9	\$	\$	\$
18	Admiral Kidd **	7	2.28	\$ 1,616.00	\$ 867.00	\$ 17,151.00
19	Butler School **	2.9	.01	\$ 670.00	\$ 360.00	\$ 7,110.00
20	Cesar E. Chavez Park	18.10	14.4	\$ 4,178.00	\$ 2,247.00	\$ 44,343.00

CONTRACT AREA 3



LANDSCAPE CONTRACT
AREA 3 PARKS
ALTERNATE BASE BID

Item No.	Location	Turf (Acre)	Landscape (Acre)	Rate Per Month (March 1 - Nov 30)	Rate Per Month (Dec 1 - Feb 28)	Rate Per Year
	(includes the area west of 710 fwy)					
21	Chittick Field **	7.2	10.8	\$ 1662.00	\$ 894.00	\$ 17,640
22	Drake **	5.1	1.20	\$ 1,177.00	\$ 633.00	\$ 12,492.00
23	Daryle Black	.06	.08	\$ 14.00	\$ 8.00	\$ 150.00
24	East Village Arts	0	.10	\$	\$	\$
25	Ernest McBride Sr **	1.2	2.98	\$ 277.00	\$ 147.00	\$ 2,934.00
26	Fellowship	.01	.36	\$ 2.00	\$ 2.00	\$ 24.00
27	Fourteenth Street	1.1	.66	\$ 254.00	\$ 136.00	\$ 2,694.00
28	Hudson **	9	4.06	\$ 2,078.00	\$ 1,117.00	\$ 22,053.00
29	Loma Vista	.14	0	\$ 33.00	\$ 18.00	\$ 351.00
30	Long Beach Civic Center & Lincoln Park	3.03	2.67	\$ 701.00	\$ 376.00	\$ 7437.00
31	Long Beach Municipal Cemetery	3.7	.6	\$ 854.00	\$ 460.00	\$ 9,066.00
32	MacArthur	2.8	.96	\$ 694.00	\$ 347.00	\$ 7,287.00
33	Martin Luther King **	6.9	1.4	\$ 1,632.00	\$ 856.00	\$ 17,256.00
34	Miracle on 4 th Street	.05	.05	\$ 103.00	\$ 7.00	\$ 948.00
35	Peace Park	0	.4			
36	Silverado **	7.98	3.49	\$ 1,842.00	\$ 991.00	\$ 19,551.00
37	Tanaka	.75	.52	\$ 173.00	\$ 93.00	\$ 1,836.00
38	Veterans **	11.8	2.89	\$ 2,734.00	\$ 1,464.00	\$ 28,908.00
39	Health Department sites					
39a	Central Facility Center 1133 Rhea St	.01	.13	\$	\$	\$
39b	Multi Services Center 1301 W. 12 th St	.15	.22	\$ 35.00	\$ 19.00	\$ 372.00
39c	West Facility Center 2125 Santa Fe Ave	.05	.23	\$ 14.00	\$ 8.00	\$ 150.00
40	Library sites					
40a	Alamitos 836 E. Third St	.1	.03	\$ 23.00	\$ 13.00	\$ 246.00
40b	Burnett 560 E. Hill St	0	.24	\$	\$	\$
40c	Harte 1595 W. Willow St	.01	.1	\$ 5.00	\$ 4.00	\$ 57.00
40d	Mark Twain* 1401 E. Anaheim	0	.71	\$	\$	\$

CONTRACT AREA 3



LANDSCAPE CONTRACT
AREA 3 PARKS
ALTERNATE BASE BID

Item No.	Location		Turf (Acre)	Landscape (Acre)	Rate Per Month (March 1 - Nov 30)	Rate Per Month (Dec 1 - Feb 28)	Rate Per Year
41	Police Department sites						
	41a	Public Safety Building 400 W. Broadway Ave	0	.75	\$	\$	\$
	41b	West Division 1835 Santa Fe Ave	0	.39	\$	\$	\$
<i>The sites listed below are currently unimproved and will require quarterly weed abatement and monthly litter pick up.</i>							
42	Rosa Parks Park		0	.4	\$	\$	\$
43	Admiral Kidd Expansion		0	3.07	\$	\$	\$
44	Chavez / Drake Greenbelt		0	21.8	\$	\$	\$
45	Chavez / 6 th Street Wetlands		0	6.4	\$	\$	\$
46	Chittick Field Expansion		0	8.7	\$	\$	\$
47	L.A. River Greenway		0	1.04	\$	\$	\$
48	Molina		0	.15	\$	\$	\$
49	P.E. Row - Hill/Orange Underpass		0	.35	\$	\$	\$
50	P.E. Row - Lemon to Orange		0	1.84	\$	\$	\$
51	P.E. Row - MLK to Lemon		0	3.40	\$	\$	\$
52	P.E. Row - Walnut to Orange		0	3	\$	\$	\$
53	P.E. Row - N of Chittick		0	.9	\$	\$	\$
54	Seaside (14 th /Atlantic)		0	2.05	\$	\$	\$
55	Wrigley Greenbelt		0	9.8	\$	\$	\$
56	Wrigley Heights		0	3.07	\$	\$	\$
57	Wrigley Heights (Undeveloped I & II)		0	3.1	\$	\$	\$
TOTAL ACREAGE AND RATES			89.14	124.13	\$ 20,771.00	\$ 11,067.00	\$ 220,056.00

* This site is considered naturalized and is subject to Nature center maintenance standards and requirements per section 10.

** This site is subject to sports field maintenance standards and requirements per section 10.

CONTRACT AREA 3



CITY OF LONG BEACH
LANDSCAPE MAINTENANCE
ALTERNATE PROPOSAL BID SHEET

LANDSCAPE CONTRACT AREA 3 STREETS ALTERNATE BASE BID						
Item No.	Location	Turf (Acre)	Landscape (Acre)	Rate Per Month (March 1 - Nov 30)	Rate Per Month (Dec 1 - Feb 28)	Rate P Year
1	1 st St. (@ Ocean Blvd)	.15	.003	\$ 35.00	\$ 19.00	\$ 372.00
2	3 rd St. (@ 710 Fwy)	0	.2	\$	\$	\$
3	6 th St. (includes on & off ramps) (@ 710 Fwy)	0	.33	\$	\$	\$
4	7 th St. (@ 710 Fwy)	0	.45	\$	\$	\$
5	9 th St. (@ 710 Fwy)	0	.008	\$	\$	\$
6	34 th St (East of DeForest Ave South side)	0	.05	\$	\$	\$
7	39 th St (West of Magnolia Ave)	0	.11	\$	\$	\$
8	Alamitos Blvd. (@ Broadway, @ 6 th St & @ 17 th St)	.07	.95	\$ 16.00	\$ 9.00	\$ 171.00
9	Anaheim St (Oregon Ave to Seabright Ave c/d)	0	.45	\$	\$	\$
10	Anaheim St (Harbor Ave to Santa Fe Ave) c/d & n/sidewalk & tree wells	0	.62	\$	\$	\$
11	Cowles Ave (@ East of Fashion to Fwy)	0	.04	\$	\$	\$
12	Crest Dr (Long Beach Blvd to Wardlow Rd)	0	.07	\$	\$	\$
13	Daisy Avenue Islands (PCH to Hill St & Spring St to 27 th St)	2.51	.09	\$ 580.00	\$ 312.00	\$ 6,156.00
14	DeForest Ave ice plant (1200 block)	0	.9	\$	\$	\$
15	DeForest Ave (Willow St to 23 rd St)	0	1.3	\$	\$	\$
16	Esther Ave. (San Francisco Ave to LA River)	.01	.01	\$ 5.00	\$ 4.00	\$ 57.00
17	Fairbanks Ave (@ Chester Pl)	0	.9	\$	\$	\$
18	Gale Ave. (@ 19 th St, @ 27 th St, @ 16 th St, @ 17 th St, @ 15 th St & Gaylord St)	0	.17	\$	\$	\$
19	Hesperian Ave (Wardlow Rd to South of Arlington St)	0	.57	\$	\$	\$

CONTRACT AREA 3



LANDSCAPE CONTRACT
AREA 3 STREETS
ALTERNATE BASE BID

Item No.	Location	Turf (Acre)	Landscape (Acre)	Rate Per Month (March 1 - Nov 30)	Rate Per Month (Dec 1 - Feb 28)	Rate P Year
20	Harbor Ave tree wells (Anaheim St to PCH)	0	.63	\$	\$	\$
21	Hill St near TI Fwy (@Hudson Park)	0	.05	\$	\$	\$
22	Hill St. (@ Orange)	0	.15	\$	\$	\$
23	Long Beach Blvd. (Ocean Blvd to Wardlow Rd)	0	12.10	\$	\$	\$
24	Long Beach Blvd tree wells (Ocean Blvd to Willow St)	0	6.2	\$	\$	\$
25	Martin Luther King Blvd (PCH to 20 th St)	0	.34			
26	Ocean Blvd. (Golden Ave to Alboni Pl)	.03	1.10	\$ 10.00	\$ 5.00	\$ 105.00
27	Orange Ave. (@ Hill St)	0	.14	\$	\$	\$
28	Pacific Ave Station (Broadway to 6 th St)	0	.32	\$	\$	\$
29	Pacific Ave tree wells (Broadway to 6 th St)	0	.62	\$	\$	\$
30	Pacific Ave. (PCH to Willow St & 32 nd St to 405 Fwy)	.06	2.66	\$ 15.00	\$ 8.00	\$ 159.00
31	PCH (@ Golden Ave) (@ TI Fwy, North side)	.44	1.0	\$ 102.00	\$ 55.00	\$ 1083.00
32	Queensway Dr (Across from The Reef)	0	1.00	\$	\$	\$
33	San Francisco (PCH to Anaheim St)	.11	.22	\$ 26.00	\$ 14.00	\$ 276.00
34	Santa Fe Ave. (Anaheim St to 405 Fwy)	.01	2.55	\$ 5.00	\$ 4.00	\$ 57.00
35	Spring St (Long Beach Blvd to Atlantic Ave)	0	.3	\$	\$	\$
36	Spring St (Delta Ave to Santa Fe Ave s/d)	0	.03	\$	\$	\$
37	Sunrise Ave (@ Olive Ave and Lime Ave)	0	.04	\$	\$	\$
38	Terminal Island Fwy (PCH to Willow St)	0	3.10	\$	\$	\$
39	Wardlow Ave (Long Beach Blvd to Hesperian Ave)	0	.58	\$	\$	\$
40	Webster Ave (South of Arlington St)	0	.07	\$	\$	\$
41	Willow Ave. (TI Fwy to Atlantic Ave)	1.20	2.16	\$ 277.00	\$ 149.00	\$ 2,940.00
42	Willow & Golden	0	.8	\$	\$	\$

CONTRACT AREA 3



LANDSCAPE CONTRACT AREA 3 STREETS ALTERNATE BASE BID						
Item No.	Location	Turf (Acre)	Landscape (Acre)	Rate Per Month (March 1 - Nov 30)	Rate Per Month (Dec 1 - Feb 28)	Rate Per Year
	(North side)					
43	Willow & Golden (South side)	0	1.1	\$	\$	\$
TOTAL ACREAGE AND RATES		4.59	44.48	\$ 1,071.⁰⁰	\$ 579.⁰⁰	\$ 11,376.⁰⁰

CITY OF LONG BEACH
LANDSCAPE MAINTENANCE
ALTERNATE PROPOSAL BID SHEET

LANDSCAPE CONTRACT AREA 3 ALTERNATE BID OPTION #1						
Item No.	Location	Turf (Acre)	Landscape (Acre)	Rate Per Month (March 1 - Nov 30)	Rate Per Month (Dec 1 - Feb 28)	Rate Per Year
1	LA Rio Trail	0	2.0	\$	\$	\$
2	Sunnyside Cemetery	15	.05	\$ 4,450.00	\$ 2,300.00	\$ 46,950.00
TOTAL ACREAGE AND RATES		15.00	2.05	\$ 4,450.00	\$ 2,300.00	\$ 46,950.00

LANDSCAPE CONTRACT AREA 3 ALTERNATE BID OPTION #2						
Item No.	Location	Turf (Acre)	Landscape (Acre)	Rate Per Month (March 1 - Nov 30)	Rate Per Month (Dec 1 - Feb 28)	Rate Per Year
1	Sports Park	0	50	\$	\$	\$
TOTAL ACREAGE AND RATES		0.00	50.00	\$	\$	\$

CONTRACT AREA 3



CITY OF LONG BEACH
 LANDSCAPE MAINTENANCE
 SUMMATION – ALTERNATE PROPOSAL FORM
 CONTRACT AREA 3

BID SUMMARY				
Contract Area 3	Total Acreage	Rate Per Month (March 1 - Nov 30)	Rate Per Month (Dec 1 - Feb 28)	Rate Year
Turf	93.73	\$ 15,378.00	\$ 177.00	\$ 162,932.00
Landscape	168.61	\$	\$	\$
Total Base Bid Amount	262.34	\$	\$	\$
Bid Option				
Bid Option #1	17.05	\$ 4,450.00	\$ 2,300.00	\$ 46,950.00
Bid Option #2	50.00	\$	\$	\$
Open four (4) Park sites (Daryle Black/East Village Arts/Tanaka /Miracle on 4 th St)		\$	\$	\$
Fertilization (Section 11.2)	262.34	\$	\$	\$
Weed Control in Turf (Section 11.1)	93.73	\$	\$	\$
Total Bid Amount, including Base Bid and Bid Option		\$	\$	\$ 209,782

The City reserves the right to select one or more or all bid options, in its sole discretion.



**CITY OF LONG BEACH
LANDSCAPE MAINTENANCE
CONTRACT AREAS 1, 2, 3, and 4**

GENERAL SPECIFICATIONS

1.0 CONTRACT PERIOD

Twelve months after date of award or from the expiration of the current contract, whichever is the earlier. This Contract may be extended by mutual agreement for up to three additional periods of one year each in accordance with terms and conditions stated herein. It is agreed that if the City intends to exercise its extension option for the three additional one-year periods, the City shall so notify the Contractor 90 days prior to the expiration date.

At the beginning of a renewal term, the price of the bid items shall be automatically adjusted based on the change in the Consumer Price Index (CPI) for the Los Angeles-Anaheim-Riverside Metropolitan Area (All Urban Consumers) published by the Bureau of Labor Statistics of the U.S. Department of Labor. The adjustment shall be calculated by dividing the CPI number for the month which is two months prior to the beginning of the renewal term by the base CPI number. That percent multiplied by each bid item shall be the adjusted price for each bid item. In no event, shall the price of the bid items be adjusted below the original prices bid.

No price increases will be allowed during the initial 12 month contract period.

1.1 BOND PROVISIONS

BID BOND

A ten percent (10%) Bid Bond or certified check payable to the City of Long Beach and drawn on a solvent bank of the United States of America, is required with the bid in accordance with bond instructions. The Bid Bond shall be submitted upon forms to be secured at the Office of the City Purchasing Agent, City Hall, 333 West Ocean Boulevard, Plaza Level, Long Beach, California 90802 or on bid forms included herein as a guarantee that the bidder, if awarded a contract, will execute and deliver such contract to the City Purchasing Agent within ten (10) days after such contract is tendered to him.

If the Bidder to whom the contract is awarded fails or neglects to sign a contract with the City, including the filing of any required bonds and insurance documents within ten (10) days after the contract is tendered to him for signature, the City shall declare the bid security to be forfeited, and the money or bond for the bid security shall be deposited into the City Treasury.

Check One: () Bid Bond is attached

() Certified Check No. _____ in the amount of \$ 10%

In lieu of the satisfactory bidder's bond required, your attention is directed to one of the following bidder's bonds on file in the Office of the City Clerk of the City of Long Beach, California.

Annual Bidder's Bond, City Bond No. _____ EM

Continuous Bidder's Bond, City Bond No. _____ EM-C

Note: The Certified Check received from bidders in lieu of a bid bond shall be returned upon the City's awarding of a contract.



FAITHFUL PERFORMANCE BOND

Contractor shall submit a Faithful Performance Bond to the City Purchasing Agent, Long Beach City Hall, 333 West Ocean Blvd., Plaza Level, Long Beach, California 90802. The amount of the bond shall be **(Contractor shall complete)** \$_____ **(which is 100% of the annual Contract amount)** and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above).

NOTARIAL ACKNOWLEDGMENTS REQUIRED WITH BONDS

Signature of all principals and sureties shall be accompanied by the appropriate Notarial Acknowledgements. A Notarial Acknowledgement shall accompany each signature of each Principal and a Notarial Acknowledgement shall accompany the signature of the Surety. All bonds require the signatures of all principals and sureties, accompanied by the appropriate Notarial Acknowledgements, whether the company is located inside or outside the State of California.

1.2 SCOPE OF WORK

The Contractor shall provide grounds and landscape maintenance services inclusive of mowing and edging of turf areas, litter and weed control, raking of planters, shrub pruning and hedge trimming, irrigation maintenance, sweeping and washing of hardscape areas and other necessary maintenance and "Specialty Functions" as provided in these specifications and as further defined in Section(s) 10-14 to maintain various City facilities in accordance with the tasks and frequencies identified in the "Bid Sections".

1.3 QUALIFICATIONS OF BIDDERS

Each bidder shall be fully qualified by ability, knowledge and experience to satisfactorily perform the work required in these specifications, and shall be engaged in the business of providing landscape maintenance services by the use of its own trained and qualified employees and equipment, material, and supplies, except as specified in these specifications. Contractor shall be fully licensed to perform the services required under this Contract.

1.4 REFERENCES AND QUALIFICATION REQUIREMENTS

Bidder must present evidence indicative of its ability to finance, provide, and sustain the specified landscape maintenance services to the satisfaction of the City. Failure to include any of the following information as requested below may cause bid to be deemed non-responsive if the City has no prior experience with Bidder.

1. **Client References:** Bidder shall furnish on a separate sheet of paper a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom bidder has provided similar services. The City intends to contact these customers to determine reliability, Bidder's performance, service and other information.
2. **General Business Statement:** A statement of all of the important business activities of bidder's major business. This statement should emphasize the required minimum of two (2) consecutive years of recent experience in the provision of the specified maintenance services at similar sized facilities and areas (or with gross acreage equal to



or greater than) with similar service levels as those required for this Contract. Bidder shall guarantee that the actual on-site supervisor or foreman shall possess this experience.

3. **Financial Statement:** Most recent and complete financial statement of bidder's current assets, liabilities and net worth.
4. **Credit References:** A minimum of five (5) credit or financial references giving names, street addresses and telephone numbers in each instance.
5. **Work History:** In addition to **Client References**, list all Contracts canceled or not renewed within the last three (3) years, giving reason for cancellation or non-renewal. Give names, street addresses and telephone numbers in each instance.
6. **Proof of Insurability:** A letter of commitment from an insurance company, acceptable to the City, setting forth that adequate insurance coverage (as further described in the General Conditions hereof) will be available at the time of award of Contract. Letters of intent from insurance brokers will not be considered acceptable substitutes.
7. **Employees and Subcontractors:** Specify the number of current full-time and part-time employees and subcontractors.

1.5 REQUIREMENT FOR SUPPLEMENTAL INFORMATION

Following the evaluation of bids, and prior to any consideration of award, the apparent lowest responsible bidder(s) may be required to provide supplemental information such as the number of employees, types of tools and vehicles used under this Contract. The supplemental information will be used to evaluate the bidder's ability to fulfill the terms of the Contract, and determine the relative values and benefits of utilizing a Contractor in lieu of City staff.

1.6 LICENSES

Bidders shall comply with the following:

1. The Contractor's State License Board for the State of California has determined in writing that a C27 Landscape Contractor License is required to provide the services in these specifications. Each bidder shall hold a valid C27 Landscape Contractor's License and any other required permits or licenses at the time the bid is submitted.
2. A Qualified Applicator's Certificate in categories A, B, C, D, and F may be required to provide services in these specifications.
3. The Los Angeles County Agricultural Commissioner has advised the City that an Agricultural Pest Control Business License is required for applying chemicals during the landscape maintenance operation. Each bidder (Owner, Partner or Officer of the Corporation) shall have a valid Agricultural Pest Control Business License to bid on areas requiring this service. Bidder must possess this license when bid is submitted. Also, each bidder shall state how it will comply with the Pest Control Advisor requirements of the California Food and Agriculture Code.



2. \$1.25 per hour more than Contractor pays to its employees working under other City contracts, if applicable; or
3. if neither #1 nor #2 apply, then Contractor shall submit records showing its regular hourly wage rates and its hourly wage rates with this wage enhancement.

With its bid, bidder shall submit a written statement as to how it will comply with this requirement and shall submit a copy of bidder's health insurance plan or, if bidder has no health insurance plan, then:

- a. for #1 above, a copy of bidder's payroll records showing the hourly rates of its employees; or
- b. for #2 above, payroll records for employees working on a current City contract (identifying the City Contract number); or
- c. for #3 above, the records identified in #3. A bid that fails to include this information will be rejected as non-responsive.

The City reserves the right to audit Contractor's books and records to ensure compliance with this requirement. After award of Contract, Contractor's failure to comply with this requirement may result in termination of the Contract.

1.8 PREVAILING WAGES

Contractor shall provide health benefits, or a payment of \$1.25 per hour in lieu of health benefits, or pay prevailing wages (which already includes a component for health benefits).

1.9 MANDATORY PRE-BID CONFERENCE

A mandatory **Pre-Bid Conference** shall be held for the purpose of answering questions. Due to the nature of the scope of work and the specific standards required by the City, **no bid will be accepted from a bidder who fails to attend the Pre-Bid Conference as scheduled. Bidders shall be required to sign-in at the Pre-Bid Conference.**

MANDATORY PRE-BID CONFERENCE SCHEDULE

Time: 9:00AM –11:00AM PST
Date: Wednesday, November 19th, 2008
Location: El Dorado West Senior Center Library
2800 Studebaker Road, Long Beach, CA 90802
562.570.4895

SITE VISITS

Due to the large number of public facilities, **Site Visits** are highly recommended. **Site Visits** of facilities shall be conducted to allow prospective bidders to examine the physical conditions that will be encountered in performing grounds and landscape maintenance services.



It shall be the Bidders responsibility to independently visit each site prior to the Mandatory Pre Bid Conference scheduled above. It will be the Bidder's responsibility to examine each site and to be familiar with the general condition of the site and it's appurtenances and amenities. Bidders shall be deemed to accept the conditions and necessary work at any site for which they submit a bid.

1.10 SITE INSPECTION

Bidders shall examine the locations, physical conditions and surroundings of the proposed work sites to determine the extent to which these factors will influence or effect performance of work. Failure to inspect sites shall not relieve Contractor from fulfilling the obligations of the Contract.

The City shall assume that bidders have investigated and are satisfied with the expected conditions, quality of the work to be performed, and the requirements of these specifications. The cost of all necessary work, materials, supplies, equipment, and other items shall be included in the prices bid. No other costs or charges shall be made unless provided for in the Contract specifications.

By submitting a bid, the Contractor acknowledges that the Contractor has made a personal inspection of each site and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. The Contractor accepts the premises in their present physical condition, and shall not make any demands upon City for any improvements or alterations thereto. The Contractor acknowledges that the regular completion of services hereunder will result in a gradual upgrading of the areas maintained, regardless of the present condition.

2.0 INSURANCE REQUIREMENTS

A. **Commercial General Liability** (equivalent in scope to ISO Form CG 00 01) in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) General Aggregate. Such coverage shall include, but is not limited to broad form contractual liability, cross liability protection, and products and completed operations liability.

The City of Long Beach, its officials, employees and agents shall be named as additional insured's by endorsement (equivalent in coverage scope to ISO Form CG 20 10 11 85 or CG 20 26 11 85) as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents.

B. **Commercial Automobile Liability** (equivalent in scope to ISO Form CA 00 01 06 92) covering symbol 1 (Any Auto) in an amount not less than One Million Dollars (\$1,000,000) combined single limit.

C. **All Risk Property Insurance** in an amount sufficient to cover the full replacement value of Contractor's personal property, improvements and equipment used or stored on City premises. With respect to damage to property, City and Contractor hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.



D. **Blanket Employee Honesty Bond** in an amount not less than Five Hundred Thousand Dollars (\$500,000). The City, its officials, employees and agents shall be named as additional insured under this bond.

2.1 BASIS OF AWARD OF CONTRACT

The City reserves the right to award portions of this bid to one or more Contractor.

When a facility is identified as part of a group of facilities, or Contract Area, those facilities contained in that group shall be bid as one unit and shall be awarded to one Contractor.

Without limiting the power and authority with which it is vested, the City shall be the sole authority in determining the lowest responsible bidder, taking into consideration the experience of the bidder, references, operations, quality, fitness, capacity, and adaptability in respect to the requirements of these specifications for the services proposed by any bidder hereunder.

In case of error in extension of unit prices, the unit price shall govern.

2.2 PAYMENT FOR SERVICES

The Contractor shall submit original invoice and two (2) copies to the City of Long Beach Accounts Payable and one (1) copy to the Park Maintenance Supervisor for that Contract Area. Said invoice shall include all required certifications and reports as specified herein.

Contractor shall submit invoice for work performed during the preceding month. The invoice shall be submitted, in arrears, on or before the fifth (5th) day of each month in the amount of one-twelfth (1/12) of the annual total Contract price for the period covering the preceding month.

The City will pay said invoice in due course of payments, usually no more than thirty (30) days after receipt of the invoice, providing that all work performed during the preceding month has been in accordance with these specifications, inspected and accepted by the City and that applicable certifications and reports have been submitted in accordance with this Contract.

In the event the City transfers title or maintenance responsibility for a portion of a facility described herein, this Contract shall continue in full force and effect, except that said portion, at the discretion of the City, may be deleted from the Contract and the Contract price shall be reduced pro rata.

BLANKET PURCHASE ORDER (BPO) / AUTHORIZED PERSONNEL

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases (purchase orders) against the BPO will be indicated on the BPO. Shipment shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release issued by the using department. Contractor must reference BPO release number and not the BPO number on all invoices.

**2.3 PAYMENT DEDUCTIONS / CONTRACTOR'S NON-COMPLIANCE
NON-PERFORMANCE**

A. If the Director of Parks, Recreation and Marine or his designee does not approve of the performance of the Contractor, he/she may require a formal written report from the Contractor. Based on the formal written report and other facts the Director may gather, he/she may



determine that the Contractor has not performed the work satisfactorily and the Contractor may not be paid for the period of "non-compliance", pro-rata for each day of non-compliance based on the total contract amount divided by the working days available.

- B. In case of termination by the City for non-performance, the City will file a claim against the performance bond and may hire another contractor for any work not completed at the time of termination and the Contractor shall pay for such work.
- C. If a default situation occurs as a result of the Contractor's non-performance and/or non-compliance to the specifications and requirements herein or any other work applicable under this Contract, Contractor's agree that the City may withhold payment or partial payment of any and all invoices submitted by the Contractor for such period. This provision shall have no effect on any other rights the City may have under this Contract.

PAYMENT DEDUCTIONS

For tasks that are **infrequent** (periodic, seasonal, cyclical, or monthly), if City determines that they are **deficiently performed** (including the failure to meet "Management and Supervision" specifications), **incompletely performed**, or **not performed** at the appropriate time (all in City's sole discretion), City will give notice to the Contractor to correct the deficiency, complete the performance, or perform within a time stated in the notice. If Contractor fails to correct deficiencies within that time, the City may: (a) deduct from Contractor's payment a sum attributable to the deficiency; or (b) upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, City may correct the deficiencies and the costs incurred by completion of the work by an alternate source, whether it be City forces or another contractor, will be deducted from the payment to the Contractor from the City, as determined by the City. **A minimum sum of \$100.00 will be deducted for each deficiency.**

The action above shall not be construed as a penalty but as adjustment of payment to Contractor to recover a portion of City costs due to the failure of the Contractor to complete or comply with the provisions of this Contract.

In addition to the remedies provided heretofore, the Contract may be terminated in accordance with and as described in "Default By Contract / Termination," upon Contractor's failure to correct deficiencies in a timely manner.

DESCRIPTION OF DEFICIENCIES

Refer to City of Long Beach General Landscape Maintenance Specifications for specific requirements not contained herein. Examples of deficiencies include, but are not limited to:

1. City will advise Contractor verbally or in writing each time performance is unsatisfactory and corrective action is necessary.
2. Performance deficiency - Some examples include: failure to comply with conditions, specifications, reports, schedules and/or directives from the Park Maintenance Supervisors. Deduction of up to \$250 per instance per workday.
3. Failure to comply with minimum manpower requirements as defined by the Contractor in submitted bid (see Section 6.1). Deduction of \$100 per employee per workday.



4. Failure to provide adequate equipment resources in compliance with Specifications, as directed by the City Park Supervisor. Deduction of up to \$250 per instance per workday.
5. Failure to protect public health and/or correct safety concerns, including but not limited to inspecting City property for hazards, responding to emergencies and providing adequate traffic control measures (per WATCH guidelines). Deduction of up to \$250 per occurrence.
6. Failure to comply with water restrictions imposed by the Long Beach Water Department. Deduction of up to \$250 deduction per occurrence. Additionally, Contractor shall pay any imposed penalties.
7. Failure to repair major irrigation deficiencies, such as main line breaks, within twenty-four (24) hours after notification. Deduction of up to \$250 per occurrence.
8. Failure to provide adequate equipment resources in compliance with specifications, as directed by the Park Maintenance Supervisor, will result in a deduction of up to \$250 per day, per instance
9. Failure to implement proper horticultural practices, including but not limited to: failure to mow, edge, sweep, pick up trash/debris, rototill tot-lots, apply chemicals and prune in an approved, professional manner. Deduction of up to \$250 per occurrence.
10. Failure to respond during working hours to a page within 30 minutes. Deduction of \$100 per occurrence.

DEFAULT BY CONTRACTOR / TERMINATION

Notwithstanding and in addition to "Payment Deductions / Contractor's Non-Compliance" described previously, the City may terminate this Contract without liability for damages when, in the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the Contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract, and has not otherwise cured such default after a period of ten (10) days notice given by the City to do so.

If the City terminates the Contract, the City will give notice to that effect to the Surety and Surety shall, within five (5) business days after delivery of the notice, assume control and perform the work as successor to the Contractor, and shall be paid by the City for all work performed.

If the Surety does not comply with such notice within said five (5) day period or, after starting to comply, fails to continue, the City may exclude the Surety and the Contractor from all City facilities and have the work completed by City employees, by another Contractor, or by a combination of such methods.

All costs incidental to the default of the Contractor shall be charged to the Contractor and the Surety, and may be deducted from any monies due the Contractor. Surety shall pay, within fifteen (15)



calendar days after receipt of an invoice, all such incidental costs less any amount deducted from monies due.

2.4 NOTICE REQUIREMENTS (for purposes of non-performance or otherwise)

Notice shall be in writing and deposited in the U.S Postal Service, first class, certified or registered, return receipt, addressed to Contractor at the address supplied within this bid document and to the City at 2760 Studebaker Road, Long Beach, CA 90815 Attn: Director, Parks, Recreation and Marine. Notice shall be deemed given on the date shown on the return receipt. Change of address shall be given in the same manner as other notices.

2.5 TEMPORARY SUSPENSION OF WORK

The City's representative(s) shall have the authority to suspend work by the Contractor, wholly or in part for such period as necessary due to unsuitable work conditions, failure of Contractor to carry out directions, unsafe or hazardous conditions, or failure to perform in accordance with these provisions.

The Contractor shall request permission of the City's representative(s), during City business hours, to temporarily suspend work wholly or in part for such period as necessary due to unsuitable, unsafe, or hazardous work conditions or failure of the City to notify the Contractor of changes in locks, security codes or access to facilities being cleaned.

2.6 SUBCONTRACTING

No performance of this Contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this Contract without said consent shall be null and void and shall constitute a default under this Contract. In the event of such a default, the City may immediately terminate this Contract.

In the event the City should consent to assignment or subcontracting, each term and condition of this Contract shall extend to and be binding upon and inure to the benefit of the assigns, successors or administrators of the respective parties.

In the event that the City should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime Contract with the City of Long Beach. All provisions of that prime Contract shall apply to this subcontract."

Contractor shall indemnify, defend, and hold harmless the City and its employees from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

2.7 INDEPENDENT CONTRACTOR

The Contract between City and Contractor is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, as between the City and Contractor. The Contractor understands and agrees that all persons furnishing services to the City pursuant to this Contract are, for purposes of Workers' Compensation Liability, employees solely of Contractor and not of the City. The Contractor shall bear the sole responsibility



and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services provided to the City hereunder.

3.0 RECORD RETENTION AND INSPECTION

City, State and Federal representatives shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time card, or other records relating to work hereunder. Such material, including all pertinent costs, accounting, financial records and proprietary data, shall be retained by Contractor for a period of five (5) years after termination or expiration of the Contract.

The City shall have the right to conduct, at any reasonable time, an audit and re-audit of the books, records, and business conducted by the Contractor and observe the operation of the business so that accuracy of the above records and any of the Contractor's invoices for services provided can be confirmed. The City reserves the right to require the Contractor to provide additional reports and record-keeping processes as the City deems reasonable in order to verify the Contractor's services and invoices for same. All information obtained in connection with the City's inspections of records or audit shall be treated as confidential information and exempt from public disclosure thereof to the extent possible under the law.

If authorized representatives of the City conduct an audit of the Contractor regarding the services provided hereunder and if such audit finds that the City's liability for such services is less than the payments made by the City to the Contractor, then, at the City's discretion, the Contractor shall either: (1) immediately repay to the City the overpayment, or (2) at City's option, City will give to Contractor credit against any future payments due the Contractor. If such an audit finds that the City's liability for services provided hereunder is more than payments made by the City to the Contractor, then the City shall pay the difference to the Contractor provided that in no event shall the City's maximum obligation exceed the Contract price as originally bid or as stated in an amendment.

3.1 CONFLICT OF INTEREST

The Contractor represents and warrants that no City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this Contract.

3.2 VALIDITY

The invalidity, unenforceable or illegality of any provision of the Contract shall not render the other provisions invalid, unenforceable, or illegal.

3.3 NON-INTERFERENCE

The Contractor shall not interfere with the public use of the sites and shall conduct its operations as to offer the least possible obstruction and inconvenience to City employees and the public or disruption to the peace and quiet of the area within which the services are performed.

3.4 WAIVER

Any waiver by the City of any default of any one or more of the terms, covenants, or conditions of the Contract shall not be construed to be a waiver of any subsequent or other default of the same or of



any other term, covenant, or condition, nor shall failure on the part of the City to require exact and complete compliance with any of the terms, covenants, or conditions be construed as in any manner changing the terms of the Contract or stopping City from enforcing the full provisions thereof.

No delay, failure, or omission of the City to exercise any right, power, privilege or option arising from any default, nor any subsequent payments made by the City then thereafter shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

No notice to Contractor shall be required to restore or revive "time is of the essence" after the waiver by the City of any default.

No option, right, power, remedy or privilege of the City shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given the City hereunder shall be cumulative.

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay timely performance that party shall, within five (5) days, give notice hereof including all relevant information with respect thereto, to the other party.

3.5 COMPLIANCE WITH LAWS

The Contractor shall keep fully informed, and shall at all times observe and comply with all laws, ordinances, regulations, orders and decrees or bodies or tribunals having any jurisdiction or authority that affect those employed hereunder, and Contractor's performance.

If any discrepancy or inconsistency in relation to any such law, ordinance, regulation, order or decree should be discovered in the Contract, or which may become effective before the expiration of the Contract, the Contractor shall report the same in writing to the City.

3.6 NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT

Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be those elements in each bid which are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not in any way be liable or responsible for disclosure of any such records including, without limitations, those so marked if disclosure is deemed to be required by law or by an order of court.

3.7 CONTACT WITH MINORS

Contractor providing services at any City location shall provide the City with a list of all persons over the age of eighteen (18) who will be actually working at such locations. State law provides that Contractor shall fingerprint all such persons referred to herein and shall obtain criminal history information pursuant to California Penal Code 11105 or 13100 for each individual. Prior to the award of the Contract, Contractor shall provide written verification that all persons, as referred to herein, have not been convicted of any offense involving moral turpitude, nor any offense as specified in Penal Code 11105.3 (g), nor any offense relating to the type of services



to be performed as determined by the City. Contractor shall pay the costs incurred with the fingerprinting and obtaining the criminal history information. Any misrepresentations with respect to Contractor's obligations under this section or failure to comply with the requirements as stated herein shall constitute a breach of the contract thereby giving City the right to terminate the contract immediately. The Contractor shall indemnify City for any such breach of this section.

3.8 HOMELESS AND POSSESSIONS OF THE HOMELESS

The City has established policies and procedures for addressing issues pertaining to the homeless and their possessions. The City shall provide to the Contractor a copy of these policies. The Contractor shall not undertake any maintenance task, or other action, which may impact the homeless or their possessions without first consulting the City. The Contractor shall immediately notify the City of any such situation.

3.9 UTILITIES

The City shall pay for the installation and use of all utilities at these sites, with the exception of the Contractor's telephone hookup and service.

4.0 SIGNS/IMPROVEMENTS

The Contractor shall not post signs or advertising matter on City property unless prior written approval therefore is obtained from the City.

4.1 BLOODBORNE PATHOGENS AND BIO HAZARDOUS MATERIAL

The Contractor's staff shall be aware of the potential for exposure to blood borne pathogens through hypodermic needles, blood, and feces, and shall wear personal protective equipment. The Contractor shall treat hypodermic needles, large quantities of feces, and any rags, paper towels, or other materials containing blood as bio-hazardous material. Only individuals trained in the removal and disposal of such material shall do so. The Contractor shall immediately notify the appropriate authority upon the discovery of such occurrences. The Contractor shall secure the affected site until such time that the appropriate authority can respond.

4.2 REFUSE DISPOSAL

The City shall not be responsible for, or pay the costs of, the disposal of all trash, litter, and debris collected (i.e., refuse) by the Contractor in the performance of the daily maintenance tasks including refuse collection, trash can emptying, and litter control. The refuse collected by the Contractor in the performance of these tasks shall be transported to a proper disposal site by the contractor.

1. The Contractor shall be responsible for, and pay the costs of, the disposal of all waste, including but not limited to, trash, refuse, litter, debris, and green waste collected by the Contractor in the performance of all tasks and "Specialty Functions", except:
 - a. the refuse in the large refuse containers and any additional pick-ups for bulk items and only if pre-authorized by the Park Supervisor. Compensation for additional pick-ups for bulk items will be paid for as additional work.
2. Green waste shall be disposed of in a manner which results in diversion credit to the City. All green waste diversion shall be logged on the Landfill Diversion Report and submitted monthly.



3. The Contractor shall maintain logs identifying its refuse collection and disposal activities and make those logs available to the City for inspection on reasonable notice.
4. The Contractor will not be required to sort recyclable materials from trash and other refuse collected by the Contractor. Recyclable materials are the property of the City.

4.3 DISPOSAL OF RECYCLABLES

The Contractor shall comply with the City's recycling efforts and program.

4.4 HAZARDOUS MATERIALS

Use of any chemicals or hazardous materials by the Contractor in performing services shall be subject to approval of the City, and shall be used in accordance with the manufacturer's directions and specifications. The Contractor shall store and dispose of chemicals or hazardous materials in accordance with all laws, rules and regulations on the subject. The Contractor shall defend, indemnify and hold harmless the City and its officials and its employees for all claims, demands, damage, causes of action, loss, liability, cost or expense relating to the Contractor's failure to comply with this Section.

4.5 SAFETY

The Contractor shall perform all work in such a manner as to meet all accepted standards for safe practices and to safely maintain stored equipment, materials or other hazards consequential or related to the work. The Contractor shall additionally accept the sole responsibility for complying with all City, State, Federal, or other legal requirements, including but not limited to compliance with applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

All services provided, and materials used, shall be in accordance with acceptable industry standards. Products used shall be environmentally safe, used in accordance with product directions and be subject to approval of the City's representative(s). The Contractor shall provide and maintain Material Safety Data Sheets (MSDS) for any and all chemical products used in the performance of this Contract at each site, in a labeled notebook. The City reserves the right to inspect these sheets at any reasonable time if necessary to ensure compliance and/or determine the acceptability of products being used.

4.6 ENVIRONMENTAL REQUIREMENTS

Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations.

Contractor shall insure that all personnel whose responsibilities involve cleaning, waste disposal, or landscaping are trained in Best Management Practices, as set forth in the City's NPDES permit and Stormwater Management Plan.

Contractor shall immediately inform the City of any investigation, citation or legal action by any state or federal agency related to Contractor's obligations under this contract, and shall defend, indemnify and hold the City, its officials and employees harmless from any loss including, but not limited to fines, penalties and corrective measures the City may sustain by reason of Contractor's failure to comply with any state or federal law, regulation or rule.



In preparing the bid, the bidder shall consider the following conditions pertaining to the completion of the specified maintenance tasks:

1. The Contractor must conduct all operations in accordance with the City's Stormwater Management Plan (i.e. National Pollutant Discharge Elimination Program, or NPDES).
 - a. Appurtenances must be cleaned by a method(s) which does not result in runoff going into any water body, gutter or storm drains. Only potable water may flow into any water body, gutter or storm drains.
 - b. All wash water must be disposed of to a sanitary sewer.
 - c. No litter, debris, oil, grease, green waste, or other materials and substances may be washed, swept, or blown into the street or storm drains.
 - d. All liquids, including but not limited to, rinse water and cleaning agents, must be properly disposed of in compliance with all laws and regulations. No liquid or product of any kind may be discharged to a gutter, storm drain or paved surface where it could be carried to the storm drain system or to a water body.
 - e. For washing operations, Contractor shall use (1) a high-pressure/low-volume sprayer using only potable water and no cleaning agents at an average use of .006 gallon of water per square feet of surface; or (2) a self-contained power scrubber, which recaptures all wastewater, cleansers, and debris. All wastewater recaptured by a self-contained power scrubber must be disposed of in a sanitary sewer approved by the City.
2. Every effort shall be taken to minimize noise.
3. The Contractor is required to recycle green waste, keeping it separate from trash and other debris.
4. Contractor shall have an Integrated Pest Management policy/program in effect.
5. The Long Beach City Council is considering a ban on all fuel-powered leaf blowers. Contractor will not receive additional compensation should such a ban be implemented prior to or after the award of the Contract.

4.7 SPECIAL EVENTS

The areas contained in this Contract are frequently utilized for special events. Some of these special events (e.g., SeaFest, filming, carnivals, Concerts in the Park, etc.) will affect regular grounds maintenance operations for extended periods of time. In these instances, the City may request an alternative means of, or alternate schedules for, maintaining these areas. For example: mowing operations in some areas may not be possible due to a filming setup. In this instance, the City may request the Contractor to control the growth of weeds around area in lieu of mowing the area, at no different or additional cost other than the amount bid for mowing.

Certain damage to turf, irrigation, and other landscaped areas may result from large special events (e.g., SeaFest, filming, carnivals, Concerts in the Park, etc). The Contractor is not liable for the repair



of such damage, but may be asked to perform said repair work as "Additional Work." Prior to each large special event, the Contractor and the City's authorized representative, the Parks Maintenance Supervisor, will jointly assess the conditions of the designated sites to establish a benchmark for any needed "Additional Work."

4.8 CONSTRUCTION ACTIVITY & MAINTENANCE FUNCTIONS

In the event that construction activity prevents, or limits, the Contractor from performing certain maintenance operations, the City, at its discretion, may remove, temporarily or permanently, the affected areas, or maintenance functions, from the Contract and the Contract price shall be reduced pro rata. The City may also request the Contractor to modify maintenance operations, perform other maintenance operations, or perform additional frequencies of other maintenance operations, in lieu of reducing the Contractor's payment.

4.9 CHANGES IN SERVICE

The City may, at its discretion, authorize the Contractor to perform additional work, including but not limited to repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, Acts of God, and third party negligence; or improvements in order to add, modify or refurbish landscaping and irrigation systems.

If the City determines that the work resulting from vandalism, Acts of God or third party negligence can be performed by Contractor's present work force, the City may modify the Contractor's tasks in order to compensate Contractor for performing said work. Absent said modification, any work not provided for elsewhere in this Contract and authorized by the City and performed by the Contractor shall be paid by City as otherwise specified herein.

In the event that additional services are deemed necessary by the City for newly-developed landscaped areas and appurtenant structures within existing premises or any portion thereof the City may, at its discretion, increase the Contractor's maintenance services requirements at the affected premises to provide for such additional services. If said additional services and costs related thereto are not otherwise provided for, the Contractor shall be compensated for the newly-developed area(s) based upon the Contract price provided for herein as said payment is applied on a unit cost as specified in the Contractor's bid.

Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without the prior written authorization of the City. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit the written estimate to the City for written approval.

For modifications, reductions, or deletions in services, the City's representative(s) shall notify the Contractor in writing of changes a minimum of five (5) City business days in advance. Charges for services shall be adjusted by the Contractor on a pro-rata basis to meet changes made. Costs for new services shall be charged in accordance with the pricing quoted by the Contractor and acceptable to the City representative(s) as otherwise specified herein.



Additional compensation may be authorized at the discretion of the City, subject to City budgetary conditions, for those "Specialty Functions," or "Additional Work" deemed necessary by the City out of extraordinary incidents or circumstances or improvements as authorized herein.

1. For authorized work designated as "Specialty Functions," Contractor shall submit a written estimate utilizing the costs specified by the Contractor in its bid. In the event that Contractor's estimate for the "Specialty Function(s)" is not approved, the City reserves the right to perform such work with City forces, or to contract with a third party for such work.
2. For authorized work designated as "Additional Work," payment shall be based on Contractor's estimate for such work. City shall authorize such work based upon Contractor's estimate and thereafter Contractor shall submit an invoice to City, in all respects satisfactory to the City, that shall be for the actual work completed. Said invoice shall not exceed more than ten percent (10%) of Contractor's estimate for such work. In the event that the City does not authorize such work, City reserves the right to perform such work with City forces, or to contract with a third party for such work.

4.10 ADDITIONAL WORK

All additional work as provided for herein shall commence on the specified date established and Contractor shall proceed diligently to complete said work within the time allotted.

City reserves the right to bid separately, outside the scope of this bid, for additional work and Specialty Functions. There is no guarantee that the City will request the bidder (if bidder becomes Contractor) to perform any additional work or Specialty Functions. Bidder must not rely on receiving a request from the City for additional work or Specialty Functions in preparing and submitting a bid.

Additional compensation may be authorized at the discretion of the City, subject to City budgetary conditions, for those "Specialty Functions," or "Additional Work" deemed necessary by the City out of extraordinary incidents or circumstances or improvements as authorized herein.

1. For authorized work designated as "Specialty Functions," Contractor shall submit a written estimate utilizing the costs specified by the Contractor in its bid. In the event that Contractor's estimate for the "Specialty Function(s)" is not approved, the City reserves the right to perform such work with City forces, or to contract with a third party for such work.
2. For authorized work designated as "Additional Work," payment shall be based on Contractor's estimate for such work. City shall authorize such work based upon Contractor's estimate and thereafter Contractor shall submit an invoice to City, in all respects satisfactory to the City, which shall be for the actual work completed. Said invoice shall not exceed more than ten percent (10%) of Contractor's estimate for such work. In the event that the City does not authorize such work, City reserves the right to perform such work with City forces, or to contract with a third party for such work.



4.11 WORK AND WORKMANSHIP

The Contractor shall thoroughly complete each task in a professional and workmanlike manner, and shall use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.

The Contractor shall provide the labor, materials, and equipment necessary for grounds and landscape maintenance services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

The Contractor is hereby required to render and provide grounds and landscape maintenance services pursuant to the specifications and frequencies established by the City of Long Beach, as set forth herein or revised by the City. The specific frequencies per site are identified in the "Bid Section" and govern the Contractor's completion of required operations.

The Contractor shall designate or assign a representative(s) to act on behalf of the Contractor, if other than the Contractor himself, on all matters affecting work hereunder. Should this individual change, the City's representative(s) must be notified in writing within five (5) days after the change.

The Contractor recognizes that other activities and operations may be conducted by City work forces and other parties under Contract with the City. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations, or special events. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request therefore by the City.

The Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover, athletic, or turf areas. During the periods when inclement weather hinders normal operations, the Contractor shall adjust its work force and schedule. The Contractor shall immediately notify the City when the work force has been removed from the job site due to inclement weather, or other reasons.

5.0 LOCKS AND KEYS

Access to City facilities shall be in accordance with instructions, keys and/or security cards issued or provided by the City's representative(s). Access may include special instruction about security systems installed at facilities. The Contractor shall take all reasonable precautions to ensure that security of the facilities and internal equipment, furnishings and other items are maintained at all times.

The City may develop an initial chain and lock system with a specific number of replacement locks for trash containers, restrooms, gates, and valve/pump cover boxes. The Contractor shall be responsible for purchasing similar locks upon loss of any City-owned locks initially provided to the Contractor. The City shall exchange, one for one, locks that have been vandalized or are inoperable.

The Contractor may provide a chain and lock system, at the Contractor's expense, for trash containers located throughout the site for the purpose of securing and limiting the removal or tipping of the containers.



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 be responsible for the proper use and safe keeping of all keys issued by the City to the Contractor.

The Contractor shall report all lost or stolen keys to the City representative(s) within twenty-four (24) hours after discovery of the loss. The Contractor shall reimburse the City for the total cost, as determined by the City, of re-keying the facility or duplicating additional keys.

Upon termination or cancellation of the Contract, the Contractor shall immediately return all keys, cards, remote controls, etc., to the City.

California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of this law is either six (6) months imprisonment or a fine of \$500.00, or both.

5.1 VANDALISM

Contractor shall report any damage to City property, including but not limited to, vandalism, Acts of God, and third party negligence to the site representative.

5.2 DAMAGE CAUSED BY CONTRACTOR

All damage to existing facilities caused by the Contractor shall be repaired or replaced at the Contractor's sole expense. All such repairs or replacements shall be completed within the time limits specified by the City:

1. Irrigation damage shall be repaired or replaced within one watering cycle or 24 hours.
2. All damage to shrubs, trees, turf or ground cover shall be repaired or replaced within five (5) working days.

All repairs or replacements shall be completed in accordance with the following maintenance practices:

1. **Trees:** All damage, including minor damage, such as bark lost from impact of mowing equipment or string trimmers, shall be subject to replacement with a tree comparable in species and size, as approved by the City.
2. **Shrubs/Ground Covers:** All damage shall be subject to replacement with a shrub or plant comparable in species and size, as approved by the City.
3. **Appurtenances:** All damage caused to components of the facilities or grounds, including but not limited to benches, picnic tables, permanent chairs, irrigation heads, valves, valve boxes, controller boxes, concrete walks, railings, fencing, and gardens caused by the Contractor, shall be corrected at the Contractor's expense.

5.3 SERVICE YARD AND STORAGE AREA

The City, at its discretion, may provide storage and office facilities for Contractor's use. In such case, Contractor is prohibited from use of said facility for the conduct of any of its business outside the



scope of the Contract. Further, said facility shall not be used for human habitation, other than a night watchman or patrol service as specifically approved by the City.

City representative(s) shall identify and authorize Contractor to use a designated area, exclusively or shared with City, for on site storage as needed. If the designated area is shared with City, the Contractor shall clearly identify equipment, materials, and supplies belonging to Contractor. City shall provide, if possible and available, a locked storage area. Contractor shall store all supplies in a safe manner and in compliance with all laws and regulations.

Contractor, at its own risk, may store equipment and materials required for maintenance in said facility, providing the City has agreed to provide such facility. However, Contractor must, at all times, employ the use of safety standards and handling procedures as are applicable to such equipment and materials.

Contractor shall not "stockpile" hazardous materials in any quantities at the facility, and shall not maintain any quantity of such material at the facility greater than that the Contractor plans to use within the following 30 days. Notwithstanding the foregoing, Contractor shall at times store all hazardous materials in compliance with all applicable state and federal laws and regulations.

Contractor shall maintain service yard in a clean, weed-free, well-organized manner in keeping with the highly visible nature of the surrounding area. Failure to do so may result in the Contractor's loss of the use of the storage area(s).

Contractor may not store any trash, litter, or recyclable material at the facility, or in any vehicle for a period in excess of 24 hours. Notwithstanding the foregoing, Contractor must conduct all operations at the facility in compliance with all applicable laws and regulations, and in such a manner as to not create a nuisance.

Contractor shall not dispose of hazardous material on the site. All such hazardous materials collected on the site shall be properly stored on a temporary basis, thereafter to be disposed of by Contractor at an approved disposal site.

City shall not be liable for damage of loss to Contractor's equipment, materials and/or personal property. Contractor shall hold City harmless and waive any claims for damage for loss of use of any equipment, materials and/or property that may occur at City facilities.

Contractor shall remove all undesirable material including, but not limited to, trash, accumulated debris, and equipment that is no longer usable for the purpose it was intended for, from the service yard and/or storage area(s). The City may inspect service yard and/or storage area(s) anytime at City's discretion for compliance.

The service yard and/or storage area(s) occupied by the Contractor shall be cleaned and swept once per week and the sweepings disposed of in a lawful manner. Upon expiration or termination of Contract, Contractor shall restore service yard and/or storage area to its original condition. Nothing contained herein which permits Contractor to use designated space shall be deemed or construed as a lease of space, but shall be a mere right to use.



5.4 CONTRACTOR HIRING

The City encourages the Contractor to create new jobs for low or moderate-income persons and Long Beach youth for its operations under this Contract. Contractor agrees that it shall use good faith efforts to create such new jobs. All qualification and hiring decisions will be made by the Contractor.

Contractor agrees that it will reasonably cooperate with the City of Long Beach, through City's Training and Employment Development Officer and staff with respect to recruitment, screening and tracking of employees. In implementing these efforts, such Officer and staff will provide to the Contractor, at no cost, pre-screening and pre-qualification of all potential job applicants. Such services include assisting with community outreach to recruit qualified job applicants and conducting pre-screening of all potential job applicants and conducting pre-screening sessions to determine the most qualified applicants for jobs.

5.5 INQUIRIES AND COMPLAINTS

The Contractor shall maintain an office located within three (3) hour response time of the facilities to be maintained hereunder and shall maintain a telephone there, listed in the telephone directory in its own name or in the firm name by which it is most commonly known. At this location, during the daily hours of maintenance operation, the Contractor shall have some responsible person(s), who is proficient in English, employed to take the necessary action regarding all inquiries and complaints that may be received from the City. An answering service shall be considered an acceptable substitute to full-time coverage, provided Contractor is advised of any complaint within one (1) hour after receipt of such complaint by the answering service.

During normal working hours, the Contractor's Foreman, or an employee of the Contractor who is responsible for providing maintenance services, shall be available for notification and able to respond through electronic communications within thirty (30) minutes.

During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City work force and charge the cost thereof as determined by the City to the Contractor or may deduct such cost from an amount due to the Contractor from the City.

The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto or the reason for non-action. The log of complaints shall be open to the inspection of the City at all reasonable times.

All complaints shall be resolved as soon as possible after notification, but in all cases within twenty-four (24) hours, and to the satisfaction of the City representative(s). If any complaint is not resolved within this time, the City shall be notified immediately of the reason for not resolving the complaint, followed by a written report to the City within five (5) days. If the complaints are not resolved within the time specified or to the satisfaction of the City, the City may correct the specific complaint and the total cost incurred by the City will be deducted from the payments owing to the Contractor from the City.



5.6 HOURS AND DAYS OF MAINTENANCE SERVICES

A. Scheduling of Operations

1. Normal work hours are from 7:00 a.m. to 4:00 p.m., Monday through Sunday, unless otherwise specified pursuant to section 10, under Specific Requirements. The Contractor shall perform work at such times as to minimize disturbance or interference to residence and to pedestrian or vehicle circulation. Examples are early morning mowing or irrigation checks, etc. No routine mowing or pruning shall occur on the Saturday or Sunday unless pre-approved by the Park Supervisor. Only those tasks that are related to cleaning or watering shall become routine on Saturdays and Sundays.
2. The Contractor shall submit a weekly, monthly, annual, itemized and detailed, Maintenance Schedule describing maintenance operations, including scheduled applications of chemicals/fertilizers, within thirty (30) days after the start of the contract. All forms and schedules shall be in a format approved by the City.
3. The Contractor shall perform work in accordance with pre-approved schedules during City business or non-business hours, depending on the needs of the facility where work is performed. Changes in schedule by the City may be made with five (5) business days advance written notice to the Contractor. The Contractor must notify the City's representative(s) of any problems or service interruptions within twenty-four (24) hours or next business day. Unavoidable service disruptions may be made up subject to the sole discretion of the City's representative(s). Costs associated with services that cannot be made up shall be subject to action provided for herein. Repeated service interruptions without justification or approval of the City's representative(s) shall be subject to action provided for herein.
4. The Contractor shall provide adequate staffing to perform the required services during the prescribed times. Any changes in the days and hours of service heretofore prescribed shall be subject to approval by the City.
5. Contractor shall be available for on-call services twenty-four (24) hours a day. Non-emergency on-call requests shall be responded to within four (4) hours of notification by City representative or as mutually scheduled and agreed to by Contractor and City representative. The Contractor shall respond to all requests for on-call emergencies within one (1) hour after notification by City representative. On-call service rates shall be based on Contractor's hourly rate as quoted herein for such work.
6. Certain maintenance tasks may have time restrictions or extended time requirements.

5.7 SERVICE SCHEDULES

The Contractor shall, within thirty (30) calendar days after the effective date of the Contract, submit all work schedules to the City's representative(s) for review and approval. Said work schedules shall be based on a twelve-month calendar, and shall adhere to the following:

1. Mowing schedules shall identify by day of the week areas to be mowed.



2. Shrub/groundcover trimming and clean-up shall show an order of rotation identifying the sequence for service of all areas within a Contract Area.
3. Daily debris clean-up schedule shall indicate the order of rotation that crews will be following within a Contract Area. Hours for daily debris clean-up shall be from 6am to 12noon, as per Section 10.11.2.
4. Specialty functions shall identify and delineate the time frames for the required work by the week and day(s) of the week and as noted below.
5. For irrigation schedules, see Section 10.2.
6. Any other activities that the Contractor performs on a regular or semi-regular basis, and as determined by the City, will require a schedule to be submitted and/or as requested by the City.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the City's representative(s) for review, and if appropriate, approval, within five (5) working days prior to scheduled time for the work.

At the discretion of the City, monthly meetings (or at an increased frequency if deemed necessary by the City) between the Contractor and the Parks Maintenance Supervisor may be scheduled to determine progress and address any changes in schedules, problem areas, etc.

Changes or variations in scheduling may be necessitated by City special events, recreation classes, reservations, etc. The Contractor shall adapt any or all schedules to the City's requests.

The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the City for "Specialty Functions" as set forth herein.

Contractor shall notify the City, in writing, at least two (2) weeks prior to the date and time of the all pre-approved "Specialty Functions." "Specialty Functions" may or may not be part of the base contract and include, but are not limited to:

1. Treatment/Control of Diseases and Insects, etc.
2. Fertilization, Inoculation, etc.
3. Verticut Mowing
4. Tree Trimming/Management
5. Aerification – Turf (As requested)
6. Cultivating (As requested)
7. Installation of Plant Materials/Plantings



8. Turf Renovation
9. Turf Overseeding
10. Repair/Replacement of Quick Couplers
11. Decomposed granite (DG) Areas

5.8 ACCIDENT REPORTING

The Contractor shall immediately notify the designated City representative, the Park Maintenance Supervisor, of any accident, regardless of whether or not injury or damage is evident, involving park patrons and the Contractor's staff, vehicles, and/or equipment. The Contractor shall provide all written reports and/or documentation requested by the City.

5.9 CONSTRUCTION/MAINTENANCE EQUIPMENT/VEHICLES

The Contractor shall take necessary precautions for the safe operation of equipment and the protection of the public from injury and damage from such equipment. Contractor shall repair or replace, immediately, all equipment deemed by the Park Maintenance Supervisor to be unsafe, irreparable or in unsatisfactory condition. All vehicles shall have the Contractor's name with an approved City service statement clearly visible, such as:

"X.Y.Z. Contracting, Inc.
Serving the City of Long Beach

A prototype of the magnetic placard shall be submitted to the City for approval within 30 days after award of the Contract, with placement of the placards on all vehicles operating within the City limits to take place within 60 days after award of the Contract.

All equipment shall receive scheduled preventive maintenance to promote equipment reliability and ensure optimum performance at all times. All equipment is subject to Park Maintenance Supervisor's approval. Any piece of equipment deemed unsatisfactory by the Park Maintenance Supervisor or Park Superintendent shall be repaired or replaced immediately.

The Contractor shall provide and properly maintain all necessary vehicles and equipment including, but not limited to: vehicles, mowers, edger's, saws, blowers, water hoses and nozzles, squeegees, and high-pressure/low-volume sprayers.

In preparing the bid, the bidder shall consider the following conditions pertaining to the vehicles and equipment utilized in the completion of the specified maintenance tasks:

1. The City Council of the City of Long Beach is considering a ban on all fuel-powered (e.g., gasoline, methanol) leaf blowers. The Contractor will not receive additional compensation should such a ban be implemented prior to or after the award of the Contract.
2. Mowers utilized for the fescue turf must be dedicated solely to that fescue turf to prevent contamination.



3. A self-contained power scrubber unit may be required in the performance of washing and steam-cleaning operations. The Contractor must meet all specified criteria as outlined in Section 4.6. All wastewater recaptured by such a unit must be disposed of in a sanitary sewer approved by the City.

At certain sites and at specified times, the Contractor's vehicles may drive on turf (when it is not wet) or other non-paved surface, following specific routes designated by the City's representative(s). At the other sites, or when indicated by the Park Maintenance Supervisor, the Contractor's vehicles shall not drive on turf or non-paved surfaces.

The City shall provide, if possible, a storage area(s) at those sites that are not immediately accessible to Contractor's vehicles.

Larger vehicles may be allowed in the performance of non-regular maintenance tasks, with the approval of the City.

6.0 CONTRACTOR'S STAFF

The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein.

1. In their bid, the Contractor shall define what this minimum staffing will be. It is up to the Contractor to complete all tasks as defined, regardless of staffing, but they shall maintain at least the minimum staffing, as stated in their bid, at all times.

Each crew of the Contractor's employees shall include at least one individual who speaks and comprehends the English language.

The City may, at any time, give the Contractor notice to the effect that the conduct or action of a designated employee of Contractor is, in the reasonable belief of the City, detrimental to the interest of the City or public. The Contractor shall meet with representatives of the City to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the City that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the City or public.

The Contractor shall establish an identification system for personnel assigned to the facilities, which clearly indicates to City employees and the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and name badges as specified by the City.

The Contractor shall require each of its employees to adhere to basic standards of working attire, including full uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of clothing. Employee pants, shirts, jackets, and sweatshirts must be uniform. Shirts, jackets, and caps used as uniforms shall bear the Contractor's identification logo. Shirts shall be worn at all times, and shall be buttoned and tucked-in. No caps with insignias or designs other than the Contractor's logo may be worn, and no caps shall be worn backwards.



1. The City shall approve the Contractor's uniform prior to the start of the contract.

The City expects the Contractor's staff to turn into City representative, the Park Maintenance Supervisor, all items that have been lost or misplaced by the general public, regardless of perceived value. The Contractor shall communicate this expectation to all employees.

6.1 CERTIFICATIONS/REPORTS

Maintenance Function/Inspection Reports: The Contractor shall maintain and keep current a report that records when all Periodic, Seasonal, and Additional Work were completed at each facility. Required facility appurtenance inspection reports shall be completed and submitted as required. Said reports shall be in a form and content acceptable to the City and must be submitted to the City as scheduled. The City will not make the monthly payment until it has received and approved such reports.

Certification of "Specialty Functions": When applicable, the Contractor shall include with the monthly invoice "Specialty Functions" that were performed, including but not be limited to:

- a. Quantity and complete description of all commercial and organic fertilizer(s) used.
- b. Quantity and label description of all grass seed used.
- c. Quantity and complete description of all soil amendments used.
- d. Valid licensed California Pest Control Advisor's recommendations and copies of corresponding Agricultural Commissioners Pesticide Use Reports signed by a licensed California Pest Control Operator for all chemical, disease and pest control work performed. Report shall be accompanied by a listing of each material used, quantity, location of use, the date used, the person responsible for the report, and the applicator's name and license number.

6.2 MANAGEMENT AND SUPERVISION

The Contractor has the responsibility of providing fully trained and qualified personnel. The staff activity shall be closely monitored by City representative(s) at each site to detect operational irregularities and non-compliance with contractual requirements.

It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit its contractual obligations.

The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in this Contract and its time lines. An outline of the task requirements, schedule, and time lines for each facility shall be kept with each crew. If any task cannot be thoroughly completed within the Contract schedule time line, the City shall be immediately notified.

Prior to initiating any task, each site shall be inspected by a knowledgeable and responsible employee of the Contractor, who shall determine the practicality of initiating the operation. Upon the Contractor's determination of the impracticality of initiating the operation, the City shall be consulted. The City's decision shall be final.



It shall be the Contractor's responsibility to inspect and identify any condition(s) that renders any portion of a site unsafe, as well as any unsafe practices occurring thereon. The City representative(s) shall be notified immediately of any unsafe or undesirable condition(s). This includes, but is not limited, to the following:

- a. damaged/inoperable fixtures, hose bibs, or irrigation components
- b. running water
- c. evidence of arson, vandalism, or other crimes
- d. illegal or suspicious activity occurring in restrooms
- e. damaged/inoperable door locks
- f. inoperable/burned out lights
- g. electrical problems/hazards
- h. damaged benches or tables
- i. graffiti
- j. hypodermic needles or condoms
- k. large amounts of blood or feces
- l. hazardous or suspicious materials/items
- m. insect, rodent, or bird infestations
- n. homeless persons or their possessions
- o. items lost by patrons
- p. poor turf conditions (i.e. holes, tripping hazards, uneven surfaces)
- q. damaged fencing (i.e. holes, loose posts, missing fasteners)
- r. standing water
- s. other hazards as applicable

The Contractor shall be responsible for making minor corrections including, but not limited to, using barricades or traffic cones to alert the public to the existence of hazards, replacing Contractor damaged valve box covers, and securing any damaged apparatus so as to protect members of the public or others from injury.

If needed, the Contractor shall assist the public by summoning emergency assistance while at the site. The Contractor shall cooperate fully with City in the investigation of any injury or death occurring at any site, including a complete written report thereof to the City within five (5) days following the occurrence.

The Contractor shall also ensure that:

1. Vehicles, equipment, and hand or power tools are not left unattended or laying on walkways, grounds, or appurtenances where patrons may be put in jeopardy.



2. Operator and machine safety equipment shall be in place and operational.
3. Machine speed and operational characteristics shall match manufacturer's recommendations.
4. Transport and operation speeds shall be within maximum limits established for the site.
5. After the protection of public safety, the preservation of site equipment, appurtenances, infrastructure, and public activities shall be paramount.
6. Debris from operations shall not be allowed to compound existing conditions on hard surfaces and public access areas. All debris that is deposited on these areas as a result of the contractor's work shall be cleared from hard surfaces and public access areas before leaving site that day.
7. The Contractor shall remedy hazardous materials on site which result from Contractor's work and shall properly dispose of the materials off site. The Contractor shall notify all appropriate agencies.
8. Malfunctioning equipment shall not be left on site without barricading, tagging, and reasonably supervising it until repairs are effected. In no case shall the equipment be left on site overnight.
9. During all operations, the Contractor shall be subject to local ordinances regarding noise levels. Any scheduling of the Contractor's operations may be modified by City at no additional compensation to Contractor in order to ensure that the public is not unduly impacted by the noise of equipment or operations.
10. Fuels and additives shall not be left exposed or accessible to patrons.
11. Fueling and repair operations shall be performed off of turf areas and away from patron activity.

6.3 CONSUMABLE MATERIALS AND SUPPLIES - CITY SUPPLIED

The City will supply, at no cost to the Contractor the following items:

- a. all replacement plant material (not including annuals)
- b. irrigation replacement parts (as specified)
- c. trash cans
- d. doggie walk bags for doggie bag dispensers
- e. sand

The Contractor shall request these materials from the City's representative(s), and shall ensure proper and secure storage of these materials in an area specified by the City's representative(s). The Contractor shall also ensure proper distribution and monitoring of these materials/supplies so as to



prevent waste, theft, or other abuse. The Contractor shall provide a log specifying where and when supplies have been used, and this log shall be available to the City immediately upon request.

6.4 CONSUMABLE MATERIALS AND SUPPLIES - CONTRACTOR SUPPLIED

The Contractor, as a component of the relevant bid items, shall provide all of the following items:

- a. trash can liners
- b. cleaning agents, spotting agents, polishes
- c. cleaning related supplies
- d. chemicals (as specified)
- e. pest/rodent control chemicals (as specified)
- f. annual plant materials
- g. mulch/topdressing
- h. decomposed granite (DG)
- i. brickdust

No additional payment will be made for these materials. All Contractor provided chemicals, cleaning agents, and materials are subject to review and approval by the City.

The City's Representative(s) shall identify and authorize Contractor to use a designated area(s) for storage as needed. If the designated area is shared with the City, the Contractor shall clearly identify materials and supplies belonging to the Contractor. The City shall provide, if possible and available, a locked storage area(s).

Any storage area(s), including maintenance yard(s), provided to the Contractor shall be maintained in a neat, orderly, and clean manner. Failure to do so may result in the Contractor's loss of the use of the storage area(s).

6.5 INTERPRETATION / TERMINOLOGY

The following terms are for convenience and reference only and are not intended to define or limit the scope of any provision hereof. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

1. **As Needed:** To maintain the grounds in a clean appearance as determined by the City. The intent is to permit the City to receive services beyond the scheduled frequencies on an occasional basis. Should a service be needed on a consistent basis the City shall amend the Contract with the Contractor subject to approval by the Long Beach City Council.
2. **Contractor:** The person(s), partnership, or corporation who has entered a Contract with the City to perform or execute the work covered by these Specifications.



3. **Repair or Replace:** Equipment or property shall be repaired or replaced as determined by the City with like kind and quality. The intent is to maintain the equipment or property in good condition and consistent with current model brand or manufacturer.
4. **Additional Cleaning (or Operation):** The completion of all maintenance tasks, in whole or in part, to ensure that the specified conditions resulting from the "Initial Cleaning" or "Initial Operation" sustained or retained.
5. **Appurtenances:** Objects or features which are component parts of the areas to be maintained. Appurtenances include, but are not limited to: seat walls, bollards, valve boxes, benches, bike racks, fences, monument pedestals, decorative features, benches, picnic tables, light standards/flag poles, handrails, electrical panels and transformer enclosures, and signage.
6. **Confined Area:** An area of turf bordered on three or more sides by shrub beds, planters, hardscapes, walls, fences, play areas, decomposed granite areas, or other like borders.
7. **Green Waste:** Any waste from vegetation, including but not limited to tree trimmings, grass cuttings, dead plants, leaves, branches, wood and dead trees, and similar materials naturally occurring within the area that is the subject of this agreement, or generated as a result of services provided by the Contractor. "Clean Green Waste" shall not contain more than 10% contaminants.
8. **Hardscape (or Hardscapes, Hardscape Areas):** Sidewalks, walkways, patios, quads, game courts, bike paths, paved areas, and like surfaces.
9. **Initial Cleaning (or Operation):** The first cleaning or first maintenance operation of several scheduled for a given day.
10. **Interior Roads:** Roads which are contained within the boundaries of a given area.
11. **Litter:** All paper, plastic, cans, bottles, or other material discarded in or on any location within the Contract area other than in a trash container provided for that purpose.
12. **Spot Cleaning:** The cleaning of only those portions of a floor, walkway, wall, fixture, table, furnishing, handrail, bench, or other surface(s) which are soiled (dirty, stained, marked, smudged, etc.), where the entire surface may not be sufficiently soiled to warrant the cleaning of the entire surface. The Contractor shall interpret the term "spot cleaning" to include the complete cleaning/ washing of any surface which does not, or would not, have a clean, uniform appearance after the cleaning of only portions of that surface.
13. **Street Sidewalks (or External Sidewalks):** Sidewalks or paved walkways which parallel streets, and which may exist on the perimeter of the areas to be maintained.
14. **Trash:** All litter, garbage, refuse, rubbish, and other materials and substances discarded or rejected as being spent, useless, or worthless.



15. **Recyclable Material:** Plastic, glass, or aluminum materials having economic value when separated from trash.

6.6 EMERGENCY NUMBERS AND CALL-OUTS

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 of Long Beach shall be referred to the Contractor for immediate disposition.

1. In the event that emergency work is required, the Contractor shall notify the City Park Supervisor or his representative by telephone in advance before any emergency work is commenced.
2. In situations involving emergencies after normal work hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour. Contractor's vehicle shall carry sufficient equipment to control traffic (barricades, delineators, and cones, etc.). When the Contractor arrives at the site, the Contractor shall set up traffic warning and control devices and any other safety devices, if deemed necessary, and proceed with remedial action after contacting the City Park Supervisor.
3. The Contractor shall supply the City with name(s) and phone number(s) of person(s) representing the Contractor for 24-hour emergency response, seven (7) days per week. The Contractor shall be available via voice mail, pager or answering service for emergency response. The above-mentioned information shall remain current at all times. Any changes shall be forwarded to the City in writing within 12 hours after any such change. Failure to maintain emergency information current shall result in a \$200 deduction for each occurrence. Failure to respond to City representative(s) within thirty (30) minutes following call-out shall result in a \$200 deduction per occurrence.

Emergency response defined:

- a. As per Park Maintenance Supervisor(s) or designated City Staff
 - b. Public health/safety matters
4. Public health/safety matters include but are not limited to broken water mains, stuck valves, threat to private property resulting from the Contractor's operations, fallen trees, natural disasters, etc.
 5. During storms and periods of excessive rainfall Contractor shall keep all drainage facilities (area drains, bench drains, storm drains) clear and in operating condition, and de-water tot lot areas if requested.
 6. The City of Long Beach will, in turn, provide the contractor its emergency contact information, so that in the event the contractor must contact City staff, this information can be utilized.



6.7 NON-EMERGENCY CALL-OUTS

Time and materials shall be charged for payment on a separate invoice and pre-approved by the City, (i.e., trash pickup generated by special functions) for those items outside of the normal scope of work. The time and material charges shall be in accordance with the proposal sheet and the unit work costs proposal.

6.8 SUPERVISION AND SPECIAL SKILLS

The Contractor shall assign a supervisor as proposed in the labor summary, who will be authorized to act on behalf of the Contractor and who will work regular working hours for the duration of this Contract. He/she shall have a minimum of five (5) years' experience in landscape maintenance supervision. The Contractor, or its staff, must have horticultural expertise and a broad range of experience in plant care and maintenance, including California native and Southwest adapted plants, turf management, entomology, pest control, soils, fertilizers, plant identification, park facilities and irrigation system maintenance. Contractor's supervisor shall be capable of communicating effectively both in written and spoken English and have experience in park maintenance projects of the type found in the City of Long Beach. **All** supervisors and acting supervisors shall be outfitted by the Contractor with a portable personal communication device capable of transmitting and receiving phone calls from anywhere (not a calling card).

6.9 DRESS CODE AND APPEARANCE

All Contractors' personnel shall wear uniforms bearing the company name while performing work on this contract. Sufficient changes of clothing shall be provided to present a neat and clean appearance of personnel at all times. The uniform shall consist of a shirt and jacket with the company name. Safety vests are not considered part of the uniform, but are required in compliance with Section 4.5. Failure to comply shall result in a deduction of \$100 per occurrence per day per employee.

6.10 SPECIAL REQUESTS

The Contractor may be requested by the City to perform special tasks that are not included in the normally scheduled work (i.e., citizen requests, coordination with utility locations, or special work orders relative to City functions). It is intended that the specifications are indicative of the work to be anticipated by the Contractor and will allow for reasonable additional work at no additional cost to the City which is considered normal maintenance to meet the objectives and criteria.

7.0 CONTRACT ENFORCEMENT

The Contractor or its authorized representative shall meet on the site at least once a month, or more, at the discretion and convenience of the City, with an authorized representative of the City for a walk-through inspection and to address any problems or other issues. All scheduled and periodic maintenance functions shall be completed prior to this meeting.

The City reserves the right to perform inspections at any time for the purpose of monitoring performance. The Contractor shall cooperate with the City, State, and Federal representative(s) in the review and monitoring of Contractor's performance, records and procedures.



At the request of the City, the Contractor, or its appropriate representative, shall attend meetings and training sessions, as deemed necessary by the City, for the purposes of orientation, information, amendments to the Contract and description of City policies and procedures.

In the event the City commences legal proceedings for the enforcement of the Contract, and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

7.1 PERIODIC PROJECT INSPECTIONS

Upon request, the Contractor or its representative will walk the project with the Park Maintenance Supervisor for the purpose of determining compliance with the specifications or to discuss required work. The Contractor's representative must be authorized to sign documents and make changes to the work. Typically, the inspections are weekly and require the presence of, at a minimum, the supervisor and/or foreman.

7.2 SAFETY

The Contractor shall provide a safe work place and comply with standards and regulations of the California Occupational Safety and Health Act (CalOSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), State of California Manual of Traffic Controls, California Department of Food and Agriculture (CDFA) laws and regulations and any other applicable law, rule, regulation, ordinance and risk management standards. Non-compliance will result in a deficiency of performance deduction of a minimum of \$100 per occurrence.

7.3 TRAFFIC CONTROL

The Contractor shall cooperate with LBPD relative to handling traffic through the area and shall make its own arrangements relative to keeping the working area clear of vehicles. The Contractor shall obtain an encroachment permit, if required, for any partial or complete lane closure.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossings through the construction area (State of California Traffic Manual or WATCH Book). Lighted signs or arrowboards are required as needed.

7.4 CITY'S RIGHT TO DO WORK

The City reserves the right to do work as required within the Contract Areas. If such work affects Contractor's work, the City will ask the Contractor to submit costs incurred by Contractor as a result of City's work.

7.5 COOPERATION/COLLATERAL WORK

There will be on-going activities and operations conducted by the City and other contractors during Contractor's work. These activities will include but are not limited to: landscape refurbishment, irrigation system modification or repair, construction and storm related operations. If such work affects Contractor's work, the City will ask the Contractor to submit costs incurred by Contractor as a result of City's work.



The Contractor may be required to modify or curtail certain operations and shall promptly comply with any request by the City Park Supervisor to cooperate.

7.6 PROTECTION OF PROPERTY DURING INCLEMENT WEATHER

During storms and periods of excessive rainfall, and in conjunction with Section 6.6, the Contractor shall provide supervisory inspection of the work during regular working hours to prevent or minimize possible damage from such adverse weather. The Contractor shall submit a report identifying any storm damage to the City's representative and attach a site map identifying location of damage and cost estimate to repair/replace. If remedial work is required beyond the scope of this contract, it shall be paid for as extra work.

Contractor shall remove debris accumulated by high winds or other typical or non-typical environmental conditions. The Contractor shall remove minor silt and debris from athletic fields, V-ditches, adjacent inverts and storm drains.

7.7 PROTECTION OF EXISTING FACILITIES AND STRUCTURES

The Contractor shall exercise due care in protecting from damage all existing facilities, structures and utilities both above surface and underground on the City's property. Any damage to City property deemed to be caused by the Contractor's negligence or failure to use due care shall be corrected or paid for by the Contractor at no cost to the City.

If the City requests or directs the Contractor to perform work in a given area, Contractor shall verify and locate any underground utilities. This does not release the Contractor's duty to take reasonable precautions when working in these areas. Any damage or problems shall be reported immediately to the City.

7.8 CITY LIAISON

The City's representative and/or the Park Maintenance Supervisor and the Contractor's representative will meet on a weekly basis. The purpose of this meeting will be to discuss specific work or problems. More frequent contact may be required between the Park Maintenance Supervisor and the Contractor's representative separately from these meetings.

8.0 WORK NOT INCLUDED

Water and electrical billings, except in instances where excessive costs are incurred by the City due to water waste or negligence by the Contractor, are not included in this Contract. If the Director of Parks, Recreation and Marine, based upon all the facts he may gather, determines that excessive water and/or utility costs have occurred, due to the Contractor's work, the City may withhold from payment to Contractor those funds necessary to reimburse the City for these additional costs.

8.1 SOIL AND PLANT TESTING

Upon request, the Contractor shall perform soil or plant testing of selected areas for soil fertility, salt build-up, pathological organisms, percolation tests, etc. The Contractor may be required to pay costs of tests if negative results are related to incorrect maintenance practices. These tests will be used to determine whether additional treatments are required. Tests will be requested by the City Park Supervisor. Payment shall be in accordance with Unit Work Costs.



8.2 CONTRACTOR NEGLIGENCE

Any damage to the City's property which has been determined to be due to the Contractor's negligence shall be corrected at no additional cost to the City. Loss of plant material due to improper care is also included (see Section 5.2).

8.3 SPECIFICATIONS AND PLANS

The work performed shall be done in accordance with the latest edition of the Standard Specifications for Public Works Construction (the Green Book) and this specification, or as directed by the Park Supervisor.

In case of conflict between the Green Book and this Specification, this Specification shall take precedence.

Where the plans or Specifications describe work in general terms, but not in complete detail, it is understood that the work shall be furnished and installed completely and in place and workmanship of the first quality is to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals and do all the work involved in this Contract. Any issues with this shall be communicated to the Park Maintenance Supervisor in a timely manner.

8.4 SOUND CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances, specifically Long Beach Municipal Code 8.80 NOISE, that apply to any work performed pursuant to the Contract.

Each *internal combustion engine* used for any purpose on the job or related to the job shall be equipped with the type of muffler recommended by the manufacturer of such equipment. No internal combustion engine shall be operated without such muffler.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be paid.

8.5 ADDITIONS/DELETIONS TO CITY LANDSCAPE AREAS

Changes in areas to be maintained may be made as the City accepts new areas and/or relinquishes currently maintained areas.

Any and all such changes shall only be made after a change order which shall clearly state the effective date of the change.

8.6 ADDITIONS/DELETIONS TO CITY GENERAL MAINTENANCE SPECIFICATIONS

The City reserves the right to make additions, deletions, revisions, and/or otherwise modify the General Landscape Maintenance Specifications.

Any changes in the Specifications that cause the Contractor to suffer additional expenses will be paid one of two ways:



1. in accordance with the proposal forms
2. actual cost, plus 15% for materials

whichever is less.

9.0 ADMINISTRATION

A. Periodic Services

1. The Periodic Services, Section 12 in this specification, is a guideline of the timeframes when items of work should be accomplished.
2. The Contractor shall submit revised schedules when actual performance differs substantially from planned performance.

B. Reports and Schedules

1. The report and schedule forms, provided herein under specific requirements, indicate the major items of work and further delineate the timeframes for accomplishment.
2. The Contractor shall provide and complete a schedule for each item and each area of work.
3. The initial schedule shall be submitted within 30 days of the effective date of the contract.
4. **Failure to supply the monthly schedule shall result in the deduction of \$250 from payments to the Contractor for every calendar day the schedule is not received.**
5. Changes to the schedule shall be received by the Park Maintenance Supervisor at least five (5) days prior to the scheduled time for work, unless otherwise agreed to by the Park Maintenance Supervisor.
6. Failure to give notification of a change and/or failure to perform an item of work on a scheduled day may result in a deduction of payment for that date of work even though the work is performed on a subsequent day.
7. The Contractor shall adjust schedules to compensate for all City observed holidays.

C. Performance During Inclement Weather

1. In conjunction with Section 7.6, during the periods that excessive rainfall hinders normal operations, the Contractor shall adjust its activities to perform functions such as litter and debris pick-up, remove downed limbs, clearing drains and other duties as deemed necessary by the Parks Maintenance Supervisor.
2. The prime factors in assigning work shall be the safety of the workforce and damage to landscaping.



3. Failure to adjust the workforce to show good progress on the work may result in a deduction of payments.
4. During periods of excessive rainfall, the Contractor shall keep all area drains and draining facilities clear and in operating condition, and remove water from all tot-lot areas, if directed.

D. Performance On Schedule

1. All work shall be completed on the day scheduled. All schedules shall be pre-approved by the City Park Supervisor or Park Superintendent.
2. Failure to complete the work as scheduled or as specified herein may result in the following actions, unless changes to the schedule are due to unforeseen circumstances and authorized by the City's representative (see Sections 2.3, 5.6, 5.7, and 9.B.5):
 - a. The sum of up to \$250 per day will be deducted from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or Specifications.
 - b. **Deficiencies:** an additional amount equal to the costs incurred in completing the work by an alternate source whether it be City forces or separate private contractor even if it exceeds the Contract unit price will be deducted.
 - c. In cases where the Contractor fails to perform as required, the value of the contract "per day" will be deducted.
 - d. These actions shall not be construed as penalty but as adjustment of payment to the Contractor for only the work actually performed or as the cost to the City for inspection and other related costs for the failure by the Contractor to complete the work according to schedule.



**CITY OF LONG BEACH
LANDSCAPE MAINTENANCE
CONTRACT AREAS 1, 2, 3, and 4**

SPECIFIC REQUIREMENTS

10.1 SCOPE OF WORK

This Specification establishes the standard for the maintenance of landscaped areas and open spaces for the City of Long Beach.

The quality of landscape maintenance will continue to be evaluated for satisfactory progress. The Contractor's prime responsibility is to integrate innovative and progressive elements of high landscape maintenance standards and the objectives as set forth in this Specification.

The Contractor shall furnish all labor, equipment, materials, tools, services and special skills required to perform the landscape maintenance as set forth in this Specification and in keeping with the highest standards of quality and performance, as well as safe work practices and traffic controls.

Maintenance of the landscape shall include but is not limited to mowing, trimming, pruning, fertilization, aeration, weed control (both in hardscape and landscaped areas), cultivation, mulching, pest control, minor tree surgery, dethatching, plant replacements, renovation, playground surfacing maintenance, irrigation system maintenance and management, lake maintenance, and cleanup of drainage facilities.

Irrigation maintenance shall include operation of the systems, coordination with any central irrigation system manager, adjustments, repairs, modifications, improvements, testing, analysis, and other work as needed.

The Contractor shall submit a Maintenance Schedule to the City within thirty (30) days of the start of the contract outlining the scheduled functions and include all elements within the Contract.

10.2 IRRIGATION

A. General

The controlling factor in the performance of water management within the City landscape maintenance area is the application of water to landscape plants at a rate which closely matches the actual demands of plant material with little or no runoff. Water conservation is the first and foremost reason why water must be strictly controlled within the City. Other important water management considerations include: roadway safety and maintenance, safe and dry turf areas for community use, water costs, and plant health.

B. Reports and schedules

See Reporting Requirements, Section 14, in these Specifications.

C. Irrigation /Operation and Maintenance

1. The entire irrigation system including all components from connection at meters shall be maintained in an operational state at all times. This coverage shall include all components of any irrigation system used within any of the Contract Areas and not be limited to the



following: All controllers and remote control valves, gate valves and backflow devices, piping, tubing, heads and emitters.

2. All turf areas shall be irrigated as required to maintain adequate growth and appearance. Serious effort should be made to ensure that all irrigation will be accomplished in accordance with current Long Beach Water Department guidelines and/or timeframes.
3. The Contractor shall be responsible for operation of all 'manually operated' systems. Such watering operations shall ensure the same practices as indicated for automated systems, with particular care to avoid excessive runoff in the streets during operation.
 - a. Some areas may include the need for an outside source of water such as a water truck or tank. It shall be the Contractors responsibility to provide the vehicle and qualified drivers for these operations. All safety procedures and laws must be followed at all times to protect the public and any property during operation of water vehicles.
 1. The Contractor shall be responsible to schedule and provide adequate water to all landscaped areas where a water vehicle is required.
 2. Any alternatives to using a water vehicle as described above shall be approved by the Parks Maintenance Supervisor.
4. Irrigation maintenance shall include but not be limited to operation of the system, adjustments, repairs, modifications and improvements, testing, analysis, any "handsets", and other work as required.
5. Flood irrigating is not allowed.

D. Operation/Repair

Contractor shall continually monitor and perform any necessary repairs. City shall provide materials as provided in paragraph 6 below. Contractor shall contact the Park Maintenance Supervisor regarding main line failure within twelve (12) hours after occurrence.

1. All sprinkler heads shall be adjusted to maintain proper coverage, and emitters to ensure proper flow. Adjustment shall include, but not be limited to, actual adjustments to heads, cleaning and flushing heads and lines and removal of obstructions. Costs for adjustment shall be included in costs for operation and maintenance of the irrigation system.
2. All damage resulting from the Contractor's operations shall be repaired or replaced prior to the end of the workday at the Contractor's sole expense.
3. All third party damage or other needed repairs will be completed by the Contractor as per paragraph 4 below, and paid for by the City on a cost basis, materials to be supplied as outlined in paragraph 6 below.
4. Repairs to the irrigation system shall be completed within 24 hours after approval by the Park Maintenance Supervisor on any component damage, including, but not limited to,



broken irrigation lines and tubing, defective or broken valves and sprinkler heads and emitters, sprinkler head relocations, and other modifications as necessary.

5. All replacements shall be with original type and model materials unless a substitute is approved by the Park Maintenance Supervisor.
6. The City shall supply all irrigation materials and supplies. Contractor shall maintain an adequate stock of medium and high usage items for repairing the irrigation system. The Contractor shall be approved to purchase such supplies on the City's account by completing a Material Purchase Request Form. Only the items on this form will be allowed to be purchased at the City's vendor by the Contractor.
7. The Contractor shall implement repairs in accordance with all effective warranties and no separate payment will be made for repairs on equipment covered by the warranty.
8. The Contractor shall pay for all excessive utility usage due to failure to repair malfunctions on a timely basis or unauthorized increases in the frequency of irrigation. Costs will be determined from comparisons of usage with historical usage for the same time period. Costs to be deducted from payments will be presented to the Contractor by the City.
9. All irrigation systems shall be tested and inspected a minimum of once per quarter (Jan-Mar, Apr-Jun, Jul-Sep, Oct-Dec) and a written tracking report submitted quarterly by the 10th day of the month following that period, e.g., April 10th, July 10th, October 10th, and January 10th. Any changes shall be submitted for approval prior to implementation.
10. All systems shall be adjusted in order to:
 - a. Provide adequate coverage of all landscape areas
 - b. Minimize runoff and prevent erosion
 - c. Prevent watering roadways, walkways, trails, fences, private property and facilities such as tennis, basketball or handball courts
 - d. Match precipitation rates
 - e. Limit hazardous conditions
 - f. Prevent "flood irrigation," over irrigating one area to account for coverage deficiency in another area.
11. All system malfunctions, damage, and obstructions shall be recorded and timely corrective action taken.
12. In addition to quarterly testing, all irrigation systems shall be tested and inspected, daily if necessary, when damage is suspected, observed or reported.
 - a. Repair malfunctioning controllers, quick couplers, manual or automatic valves, and sprinkler heads within twelve (12) hours after receipt of verbal or written notice.
 - b. Correct deficient irrigation systems and equipment as necessary following verbal notification from the Park Maintenance Supervisor.



E. Personnel

1. The Contractor shall provide, to each Contract Area, adequate, dedicated irrigation personnel, whose primary and sole function shall be to properly operate, monitor and maintain the City's irrigation systems within the Contract Area. These personnel shall be fully trained and knowledgeable in all phases of landscape irrigation systems. This includes, but not limited to, systems operation, maintenance, adjustments and repairing all types of components including irrigation controllers, valves, moisture sensing devices and sprinkler heads; and be familiar with all brands and models of irrigation equipment used within the City.

It is desired, but not required, by the City that an Irrigation Association (IA) Certification be obtained within six (6) months after start of Contract.

2. The Contractor shall provide personnel knowledgeable of and proficient in current water management concepts, with the capability of working with City staff in implementing more advanced water management strategies. In addition to those scheduled, additional irrigation audits may be required to be conducted by the Contractor's staff at the request of the Park Maintenance Supervisor.
3. The Contractor shall provide irrigation personnel capable of verbal and written communication in a professional level of English. This provision is in addition to others noted previously.

F. Materials

1. All replacement materials shall be original types and model materials, unless a substitute is approved by the Park Maintenance Supervisor.
2. Contactor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.
3. Contractor shall implement repairs in accordance with all warranties.
4. The actual cost of all materials passed onto the City shall be the wholesale cost of material.
 - a. The wholesale cost shall be the actual cost paid by the Contractor reflecting the best price, including any discount given to Contractor.
 - b. At no time shall the cost of materials exceed the retail cost from the current price list, minus any discounts.
 - c. The total cost of materials shall include the following:
 - Wholesale cost (retail costs minus Contractor's discount)
 - Applicable sales tax
 - A markup of 10% maximum for all overhead costs and profits
 - Contractor shall maintain an adequate stock of medium and high usage items for repair of the irrigation systems. The City shall supply all irrigation



materials and supplies. Contractor shall be approved to purchase such supplies on the City's account by completing a Material Purchase Request Form. Only the items on this form will be allowed to be purchased from the City's vendor by the contractor.

5. All materials shall be new and identical to existing materials, unless directed otherwise by the Park Supervisor.
6. The City reserves the right to purchase materials directly and make them available to the Contractor. In the event the City exercises the option to purchase the materials, the following conditions will apply:
 - a. Contractor shall conform to all City practices and procedures.
 - b. All City purchases will be for the sole use of and for the City.
 - c. The Contractor shall secure and store inventory, distribute and control all material entrusted to its representatives. All materials and inventories shall be made available to the City upon request.

G. Water Management

1. Irrigation controllers shall be programmed and the water schedules entered onto the Irrigation Controller Program Log and submitted to the City within thirty (30) days of the start of the contract.
2. Controller program shall be sufficient to maintain a healthy landscape without excessive water use and shall be consistent with established Irrigation Association (IA), Metropolitan Water District (MWD) and Long Beach Water Department (LBWD) guidelines recognized throughout the industry. Water Conservation is a top priority and shall be incorporated into all irrigation programming.
3. It is the Contractor's responsibility to set and maintain the programming for the irrigation controllers to meet the criteria as stated above. However, the City retains the right to inspect and monitor those settings and make recommendations to the Contractor if, in the City's opinion, any changes need to be made. In case of a dispute, the Contractor will have the final say. Any discussion of this type shall be recorded on the Conversation Confirmer form and kept on file.
 - a. Any damage created by improper irrigation practices or neglect shall be the responsibility of the Contractor to correct. Failure to do so may result in deductions (see Section 2.3).
4. All program changes shall be recorded on the Irrigation Controller Program Log.
5. When provided by the City, the Contractor shall compare water meter readings to ensure that there isn't excessive water use in any contract areas. If necessary, or as determined by the City, the Contractor will meet with City Staff to review these reports.
6. Controller programs shall incorporate the following conditions:



- a. Conserve water while meeting the needs of the plant material
 - b. Where practical, meet Long Beach Water Department Management requirements
 - c. Avoid weekend watering
 - d. Maximize repeat operations (where and when possible)
 - e. Minimize station run times
 - f. When possible and practical, reflect actual evapo-transpiration (E.T.) requirements
 - g. Reflect actual requirements of soil and plants
 - h. Minimize runoff onto streets, sidewalks and other non-target areas
 - i. Provide sufficient time for soil to dry out between irrigations
 - j. Maximize community use of City property
7. The Contractor, with concurrence or **as directed** from the Park Maintenance Supervisor, shall turn off irrigation systems immediately during periods when extreme rainfall exists or is predicted, and other times when suspension of irrigation is desirable to conserve water.

Any time the irrigation system(s) are shut down for any reason, the Contractor shall notify the Park Maintenance Supervisor immediately

Once the Park Supervisor acknowledges the necessity to turn on the water once again, all controllers shall be activated within twelve (12) hours.

10.3 TURFGRASS

A. General

It is desired by the City to establish and maintain healthy, well-suited warm season turf grass cultivars for intended site use. Ideally, turf grass should appear level, having a smooth surface appearance with clean edges, and be at least at 90% in health and viability. Routine care and maintenance is a prerequisite to attaining this objective.

B. Watering:

A regular, deep watering program is required. Do not allow the established turf to dry beyond 50% of the soil water holding capacity between waterings. At a minimum, omit irrigation the night prior to occurrence of turf mowing. Weekend watering is discouraged. Manual watering of deficient coverage areas is mandatory.

C. Aeration:

1. Mechanically aerate all non-sports turf areas three (3) times annually, once each during the periods of Jan–Apr, May–Aug, and Sep–Dec., to reduce compaction/stress conditions. This will offer greater water penetration and reduce runoff. In those areas where soil conditions are poor, topdressing may be required by the City Park Supervisor.
2. Use a plug aeration with ¾" tines. Any areas that show excessive compaction should receive additional treatment as required to alleviate this condition. Removal of sod plugs may be required. Record the scheduling of aeration on the Maintenance Schedule.



D. **Mowing:**

1. Mow and edge parks, greenbelts, medians, etc., weekly.
2. Cut cool season turfgrass 2 ½" during warm season and reduce to 2" during winter or cooler seasons.
3. In warm seasons, common Bermuda shall be mowed to not exceed 1", hybrid Bermuda ½" to ¾". Cut mixed turfgrasses to the City Park Supervisor's recommended height. Avoid removing more than one-third of the leaf area blade at any one time.
4. A fine-cut flail mower, rotary mower, or reel mower that provides a smooth and continuous cut of turf at a ¾-inch height shall be acceptable. The type of mower required may vary for special events and conditions. Any acceptable mower shall be configured so the outer edges of the blade extend 18-inches to 26-inches beyond the outer edge of the wheel.
5. In confined areas, grass clippings shall be caught at the time of mowing and disposed of off-site, and all mowers utilized for confined areas must have catchers. A "confined area" is defined as an area bordered by three or more sides by shrub beds, planters, hardscapes, walls, fences or other like borders.
 - a. The use of recycling blades and/or recycling decks shall be used in all areas where grass clippings will not be picked up.
6. All safety equipment on mowers must be fully operational.
7. All equipment shall remain adjusted to the proper cutting heights and shall be adequately sharpened and maintained.
8. Mowing shall be completed in one operation and not more than 1/3 of the total leaf height shall be removed during any single mowing operation.
9. More frequent mowing of turf may be authorized at the City's discretion.
10. Turf shall be mowed within 6-12 inches of all appurtenances.
11. Litter shall not be shredded by mowers; Contractor shall not drive over or break glass bottles or other glass objects, nor drive over excessively wet areas. Contractor shall clean up and remove litter scattered or shredded by mowers prior to leaving the job site. Litter includes any foreign matter, debris, broken glass, paper, feces, foods and similar materials.
12. Contractor shall remove all clippings and debris deposited on hardscapes and other surfaces as a result of mowing operations before leaving the site.
14. No clippings or debris shall be blown, swept or otherwise pushed into the street or storm drains.



15. Damaged appurtenances, sprinkler heads, valve boxes, valve box covers or vegetation shall be repaired immediately, isolated or otherwise addressed to ensure the safety of the site, the integrity of the systems and the viability of plant materials.
16. When mowing, Contractor's staff must take care not to scratch or damage hardscapes, walls, planters, benches and other appurtenances. Before each mowing, the equipment used for this task must be inspected to ensure that it has no sharp or protruding rough parts (i.e. rollers, skids, brackets, blades, wheels, bed knives) which may cause damage.

E. Trimming and Edging:

Trim around graphic walls, buildings, curbs, header boards, valve boxes, quick couplers, and paved areas on a weekly basis to present a neat, clean appearance. Chemically edge around trees within a 6" to 12" radius from the trunk, using care not to damage the tree trunk or roots. All turfgrass contiguous to hardscapes shall be edged with a walk-behind, blade-type edger; string trimmers are not acceptable in this application.

F. String Trimmers

Care shall be exercised with regard to the use of string trimmers (weed eaters) to prevent damage to trees, plant material, building surfaces, walls, header board, light fixtures, signage, etc. A minimum 6" to a maximum 12" bare soil buffer zone shall be maintained chemically around the circumference at the base of all trees. **(Trees or other items damaged by Contractor's operations shall be replaced at Contractor's sole expense.)**

G. Refurbishment of Turfgrass

Turf areas that thin out due to shading effects of trees, structures and foot traffic shall be reseeded or sodded with an approved grass seed to restore thinning areas. This refurbishment shall be coordinated with the Park Maintenance Supervisor. Materials will be paid for in accordance with the unit cost worksheet.

H. Downtime Schedule:

See FORMS section for a schedule of downtime on all parks. Renovations **must** be scheduled during the scheduled downtime.

10.4 GROUND COVER

A. General

The City's goal is to encourage the proper care and growth of groundcovers, maintained within the confines of their growing areas, free of weeds, and without a prevalence of bare spots or unhealthy plant material. Groundcover beds should create a natural, pleasing appearance in all areas.

B. Specifications

1. Ground covers shall be pruned and maintained according to the American Horticultural Standards (AHS), consistent with intended use.
2. Ground covers adjacent to sidewalks and parking lots shall be edged weekly in one operation with the turf edging. In areas where turf is not present, ground covers shall be addressed quarterly, or as necessary, as determined by City staff, to present a clean and neat appearance and to keep the plant material from impeding the foot traffic. Care should



be taken to not expose bare soil. Edged ground cover should not be allowed to develop a build up with a sheared face along the sidewalk or curb edges.

3. Contractor shall apply approved herbicide monthly and/or as required to remove and control broad-leaved and grass weeds in and around all ground cover beds, care must be taken to not allow herbicide on non-targeted plant material. The use of pre-emergent is strongly recommended. In some instances, weeds may be removed by mechanical means as approved by the Park Maintenance Supervisor.
4. Keep ground cover trimmed back from all controller units, irrigation heads, valve boxes, quick couplers, uplighting or other appurtenances or fixtures. Do not allow ground covers to grow up trees, into shrubs or on structures or walls. Keep trimmed back approximately four-to-six inches (4"-6") from structures or walls. Coordinate trimming around base of shrubs/trees with the Park Maintenance Supervisor.
5. Any paper or litter that accumulates in ground cover areas shall be picked up on a daily basis.
6. Mulch shall be applied to all planting areas two (2) times per year, as necessary, once in the Spring (Apr-Jun), and again in the Fall (Sep-Nov). Bare soil areas in ground cover beds shall be replanted or mulched as required.

10.5 SHRUBS

A. General

The primary objective for maintaining shrubs and other plant materials within the City's landscape is to create a natural, aesthetically pleasing appearance throughout all areas. Shrubs and other plant materials shall be pruned only to allow new growth to develop within the confines of planters and beds, and should have soft rounded edges in most applications. The use of powered hedge-trimmers is discouraged, but permissible in certain areas. Care and skill must always be adhered to when pruning shrubs and other plant material.

B. Specifications:

1. Shrubs shall be pruned quarterly and/or as required for safety, removal of broken or diseased branches, general containment or appearance.
2. Prune shrubs to follow American Horticultural Society (AHS) standards, and to retain as much of the natural informal appearance as possible, consistent with intended use. Coordinate with the Park Maintenance Supervisor.
 - a. Refer to the AHS Standards 'Pruning and Training' manual, latest edition.
 - b. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.
 - c. Remove any spent blossoms or dead flower stalks as required for neat, clean appearance.
 - d. Shrubs and mounding shall not exceed two feet (2') in height within areas required for vehicular sight distance depending upon roadway topography.



3. Contractor shall apply approved herbicide monthly and/or as required to remove and control broad-leafed and grass weeds in and around all shrub beds. The use of pre-emergent is strongly recommended. In some instances, weeds may be removed by mechanical means as approved by the Park Maintenance Supervisor.
4. Any paper or litter that accumulates in shrub bed areas shall be picked up on a daily basis.
5. Mulch shall be applied to all planting areas two (2) times per year, as necessary, once in the Spring (Apr-Jun), and again in the Fall (Sep-Nov).

10.6 VINES

A. General

Vines are a pleasant addition to the landscape when they are present and in an appropriate location. They should be encouraged to grow and flourish by always maintaining proper care in accordance with AHS Standards.

B. Specifications

1. Vines and espalier plants shall be checked and retied quarterly and/or as required. Secure vines with appropriate ties to promote directional growth on supports. Do not use nails to secure vines on masonry walls. Prune as necessary.
2. Pruning of vines shall be in accordance with good horticultural practices, as defined by the AHS Standards 'Pruning and Training' manual, latest edition. Vines shall be pruned only to allow for new growth to develop and control /direct plant size. No more than one third of the vines should be pruned at any given time unless directed by city staff.
3. Deep water vines in pockets not provided with sprinklers as required to promote optimum growth.
4. Contractor shall apply approved herbicide monthly and/or as required to remove and control broad-leafed and grass weeds in and around all vines. The use of pre-emergent is strongly recommended. In some instances, weeds may be removed by mechanical means as approved by the Park Maintenance Supervisor.
5. Any paper or litter that accumulates in vines and surrounding areas shall be picked up on a daily basis.
6. Mulch shall be applied to all planting areas two (2) times per year, as necessary, once in the Spring (Apr-Jun), and again in the Fall (Sep-Nov).

10.7 TREES

A. General

The City is in the application process of obtaining Tree City designation. It is important to the City to continue to develop and maintain an urban forest within our Parks and street right-of-ways. For the care of trees under this specification, all shall be in accordance with ISA Standards, and to achieve a natural growth habit and appearance of the species.



B. Specifications

1. All trees under twelve feet (12') in height and having a diameter at breast height (DBH) less than eight inches (8") shall be pruned as required to remove broken, crowded, dead, hazardous or diseased branches or for safety reasons. Contractor shall conduct an annual pruning program which will ultimately develop proper tree scaffolding, strength and appearance consistent with the intended use. All major pruning operations shall be scheduled and approved by the Park Maintenance Supervisor before work begins.
2. Trees that are included in routine maintenance are:
 - a. Trees with spreads of less than ten feet (10') and up to twelve feet (12') in height are to be trimmed by Contractor.
 - b. In all cases of height dispute, DBH shall be used to determine Contractor's tree trimming obligations.
 - c. Maximum DBH that constitutes Contractor's responsibility is eight inches (8").
3. Prune all trees (even those not included in item 1 above) in all planter and turf areas to allow eight-foot (8') clearance for pedestrian and equipment, along sidewalks to allow ten-foot (10') clearance for pedestrians and fifteen feet (15') above road surface for vehicular traffic clearance.
4. Topping trees is not allowed. Pruning shall be done by those experienced and skilled in pruning techniques and shall comply with International Society of Arboriculture (ISA) standards. All cuts shall be done using proper horticultural practices. Dressing wounds is not allowed.
5. Tree stakes, ties, and guys shall be checked and corrected as needed. Ties will be adjusted to prevent girdling. Remove unneeded stakes, ties and guys as per City's request. Replace broken stakes as required.
6. Perform minor tree surgery as required.
7. Ailing or stunted trees which fail to meet expected growth expectations shall be brought to the attention of the Park Supervisor.
8. Under no circumstances is stripping of lower branches (raising up) of young trees permitted. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper-retained growth (tapered trunk). If there are doubts or questions, contact the City Park Supervisor.
9. The Contractor shall strictly adhere to the International Society of Arboriculture (ISA) Tree Pruning Guidelines, latest edition.



10.8 PEST CONTROL ON PLANT MATERIAL

A. General

The Contractor shall provide complete and continuous control, and/or eradication of all plant pests and diseases, as defined in this section. The Contractor shall obtain any necessary permits to comply with City, County, State or Federal regulations or laws to perform such control and eradication.

By submitting a bid, Contractor assumes responsibility and liability for the use of all chemicals. Any failure on the Contractors part to abide by the City, County, State and Federal laws or regulations, and the specifications contained in this section, may result in a default of this contract. Any fines levied against the City as a result of the Contractors failure to abide by any regulations noted shall be the responsibility of the Contractor to pay.

Plant pests and diseases include, but are not limited to, all insects, aphids, mites, vertebrates as directed, invertebrates, pathogens and nematodes. Vertebrate, or 'Gopher Control', shall be considered additional work. The Contractor shall follow Integrated Pest Management (IPM) practices involving the use of life history information and extensive monitoring. Control through prevention, cultural practices, exclusion, natural enemies, and biological control and host resistance. Pesticide applications should be the last resort.

B. Practices

1. All areas of the landscapes and facilities, including snack bar and restroom extensions, shall be inspected for infestations of harmful pests such as ants, insects, mites, snails, sowbugs, etc. Plants shall be observed closely for leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated or wilted.
2. Start preventative cultural methods before a pest is visible. At certain times of the year, and with certain environmental conditions, the presence of certain pests can be anticipated. Look at new growth for the presence of aphids, leafhoppers, scale, mealy bugs, mites, etc. Use a 10-power magnifying glass to see mites. Look for ants on soil, along walks and trunks of shrubs and trees. So long as ants are present, there will be sucking insects. Control of ants will aid in the control of plant feeding insects. Do not use toxic pesticides to control pests when predatory or parasitic insects are present.
3. Pruning is an effective prevention of an epidemic of insects and diseases. Prune away infected parts and dispose of them off site. Examples are pine tree tip moth, juniper twig girdler, verticillium wilt, fireblight and some other blights of foliage.
4. Dusty foliage and warm temperatures are indicators of mites. So long as foliage is washed, mite populations are low. Keep mite populations low to prevent plant injury. Conifers are especially susceptible and often killed by mites.
5. Bark beetles feed in the cambium of scaffold branches and trunks. Older and weaker trees are the first to be infested. Any cause of stress is cause to inspect trees. Elms, pines and eucalyptus are most susceptible. Look for ants on the ground or in crotches of branches. Also, there may be branches dying. Control adult beetles before they lay eggs on bark in the spring. All trees near a tree infested the previous year must be sprayed in



March and again in May. Ongoing inspections are necessary to determine if there is a summer brood.

6. Snails shall be controlled before becoming an epidemic. They can be anticipated as a menace from spring until the advent of high temperatures, wherever moist soil prevails. Cultural control is always preferred, but when not possible, or due to an over infestation, control with weekly applications of toxic bait until the youngest brood is gone. The City will not tolerate epidemics of snails.

C. Application of Pesticides

1. Use all materials in strict accordance with the most current EPA/DPR regulations and applicable sections of the California Food and Agricultural Code, Title 3.
2. City shall be notified in writing at least forty-eight (48) hours prior to the application of any pesticides and other chemicals. Pesticide applications shall be recorded on the Maintenance Schedule and coordinated with the Park Maintenance Supervisor. A copy of the monthly Material Use Reports for all pesticides shall be filed with the City no later than the **10th of every month** for the preceding month.
3. Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor weather conditions to avoid making application prior to excessive rainfall to eliminate potential runoff of treated areas.
 - a. Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities each area is capable of receiving without excessive runoff.
4. Identify the cause of injury and consult a Pest Control Advisor before application of chemical treatments.
 - a. The State of California Food and Agricultural Code requires that toxic pest control chemicals may be used only after a written recommendation by a State of California licensed Pest Control Advisor is obtained. A recommendation consists of all the applicator should know for an accurate and safe usage.
 - b. Application of all pesticides shall only be applied by a properly State Licensed Pest Control Operator and a Qualified Applicator (QAL) of pesticides.
 - c. There shall be no application of a pesticide without the prior notification of the City.
 - d. In case a Restricted Use Pesticide is recommended, the City must have a use permit issued only by the County of Los Angeles Agriculture Commissioner.
5. Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used to ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the State of California Food and Agricultural



Code EPA/DPR regulations, NPDES permit requirements, and all other applicable laws, rules and regulations.

6. Spray equipment shall be in good operating condition, quality and design to efficiently apply materials to the target area. Drift shall be minimized to avoid contamination of non-targeted plant materials.
7. Pesticides shall be selected from those materials which characteristically have the lowest residual persistence. Use of emulsifiable concentrates shall be used when possible to limit windblown particles.
 - a. Wherever a specific type of material is specified, no substitutions are allowed without the prior written consent of the Park Superintendent.
 - b. Materials shall be subject to inspection by the Park Superintendent.

10.9 WEED CONTROL

A. General

The City expects all areas to be kept weed-free to the greatest extent possible. All weeds should be addressed on a regular basis, by doing so, this will make control much easier, as well as provide for a clean look throughout the Parks.

By definition, weeds are any plant material that grows in areas where it is not intended. Noxious weeds are particularly troublesome and often difficult to control. Before treating for any weed problems, it is important to first identify the weed species to be treated.

1. Post emergence herbicides shall be used to kill weeds. Do not proceed with a treatment except as recommended by a Pest Control Advisor in writing.
2. Contractor shall spray for weed control **monthly**, unless otherwise noted in these specifications.
 - a. All creeping grasses as well as broadleaf weeds shall be kept out of shrubs and groundcovers.
 - b. Weeds not killed with herbicides shall be removed manually. However, manual weed control shall not be substituted for herbicide applications. The use of string trimmers to cut off the tops of weeds is not acceptable, unless following an herbicide application by more than 24 hours.
3. Turf and other plants killed by weeds, chemicals, etc. shall be replaced at the Contractor's sole expense. All replacements must be made within fourteen (14) days after receiving notice from the City.

B. Weed Control of Paved Surfaces

1. Contractor shall apply approved herbicide monthly and/or as required to remove and control weeds growing in cracks, or expansion joints, of sidewalks, patio's, and gutters, interior Park roads, median hardscapes, etc., and other areas contiguous to the City landscape. This includes the dividing line between the asphalt and cement in gutters.



- a. Under this provision, it is not intended for the Contractor to place themselves in danger from vehicle traffic. Spraying may be accomplished from the interior of the boundary lines.
2. In some instances, weeds may be removed by mechanical means, as approved by the Park Maintenance Supervisor.

10.10 WEED ABATEMENT MOWING

The Contractor shall periodically mow unwanted weeds in open space areas, wild areas and undeveloped portions of City landscapes and vacant city lots (see individual contract bid sheets). The Contractor shall maintain weeds at a height determined to be acceptable by the Park Maintenance Supervisor. Contractor shall perform four (4) weed abatement processes per year, once per quarter (Jan-Mar, Apr-Jun, Jul-Sep, and Oct-Dec), and other times as requested by the Parks Maintenance Supervisor. These additional requests will be paid for as additional work. Mowing these areas shall be accomplished with a flail mower or weed eater type unit.

10.11 LITTER AND DEBRIS / CLEAN-UP

1. **The Contractor shall provide general clean-up on a daily basis**, unless otherwise specified, for the purpose of picking up papers, trash or debris which may accumulate in the landscape areas, lakes, on all sidewalks and other hardscapes within the site, including parking lots, and those city sidewalks that lie directly adjacent to the park, or transversing and dissecting the median island, vacant lot or backup lot and all curb and gutter lines that encircle these same sites. This shall include all other adjacent hardscape elements deemed by the Park Supervisor to be part of the inventory of the respective contract landscape areas, lakes, playgrounds, parking lots, internal roadways, and all other park and open space areas. Replacing all plastic trash can liners shall be part of this routine cleaning process.
2. The hours for daily clean-up are from 6am to 12noon, Monday through Sunday. **All litter and debris clean-up shall be performed prior to 12noon each day.**
 - a. Contractor shall, within 30 days of the start of the Contract, provide a schedule for this activity. This schedule shall be a route, or order of facilities, that the Contractor will take performing this function (see Sections 5.6, 5.7, and Section 14).
 - b. The Park Maintenance Supervisor **must** be notified immediately if this schedule can't be met on a particular day.
3. All parking lots shall be swept, blown and/or vacuumed free of debris at least weekly. This does not replace daily trash and debris clean-up.
4. Contractor shall remove all debris resulting from its operations and dispose of it off-site at the time of occurrence. All grass clippings shall be picked up after each mowing or trimming operation.
5. All debris resulting from any of the Contractor's operations shall be removed and disposed of per Section 4.2, at the Contractor's sole expense. No debris may remain at the end of the workday.



6. All walkways shall be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot traffic.
7. All shrub areas not inter-planted with ground cover shall be raked clean a minimum of once a month. This will be accomplished without removing significant amounts of any mulch present.
8. Do not blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean. Remove debris generated adjacent to landscape areas (i.e., sidewalks, streets, gutters).

10.12 DRAINAGE FACILITIES

1. The Contractor shall inspect surface drains (such as catch basins and flow structures) located within the landscaped areas daily. Surface drains, including catch basins where applicable, shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Remove any debris or vegetation that might accumulate to prevent proper flow of water.
2. During periods of inclement weather, the Contractor shall ensure all drains and drainage areas are kept clear of debris and that water is draining properly (see Section 6.6 and 7.6)

10.13 PLANT ADDITIONS AND/OR REPLACEMENTS

Contractor may be requested to replace damaged or destroyed trees, shrubs, vines, ground cover or flowers. Such work will be paid for as extra work by the City unless otherwise specified within these Specifications. Exceptions are replacements due to Contractor's negligence, as determined by the Park Supervisor.

10.14 GUARANTEE AND/OR REPLACEMENT POLICY

All new plant material and irrigation installations shall be guaranteed for a period of one calendar year unless the damage or death of plant material due to wind, storm, vandalism, riots, war, fire, flood, earthquakes or other events over which the Contractor has no control. Existing plants shall be replaced by the Contractor if it is determined by City Parks Supervisor that they were damaged or destroyed due to Contractor's negligence.

10.15 GENERAL MAINTENANCE OPERATIONS

A. General Operations

1. All areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times.
2. All animal feces or other materials detrimental to human health shall be removed from the park areas daily. All broken glass and sharp objects shall be removed daily.
3. All drinking fountains shall be checked daily and kept clean. Clean is defined as free of standing water, disinfected, free of calcium deposits or other encrustations, well polished and their drains/collectors cleaned of silt and debris.



4. All play and sports equipment shall be inspected for vandalism, safety hazards, and serviceability daily. Deficiencies shall be reported in writing immediately to the Park Maintenance Supervisor.
5. All sidewalk areas abutting maintained areas shall be cleaned when left unclean by Contractor's operations and at other times as required.
6. All leaves, paper and debris shall be removed from landscaped areas and disposed of offsite.
7. Trashcans provided by the City shall be emptied daily and washed after emptying when necessary, as determined by the Park Maintenance Supervisor. The Contractor shall provide plastic liners for all trashcans at Contractor's sole expense. Any large tubs identified by the City that will be serviced by the City are not part of this Contract.
8. All concrete drains and other surface drains under the sidewalk shall be kept free of vegetation, debris, and algae to allow unrestricted water flow on a daily basis.
9. All other drainage facilities shall be cleaned of all vegetation and debris daily, or as necessary. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be immediately reported to Park Maintenance Supervisor.
10. All barbecue grills, and hot coal containers, shall be emptied of all ashes once during regular workweek and on every Sunday morning. Contractor shall submit a schedule of the day of the week this will be accomplished.
11. Steam clean or pressure wash all park benches, picnic tables and play equipment weekly. Sanitization and frequency may vary with use. When present, wipe clean the tops to all trash containers weekly. Any missing lids shall be reported immediately to the Park Maintenance Supervisor.
12. Reserved picnic sites shall be cleaned at least once daily including weekends and holidays and other times if deemed necessary.
13. The Contractor shall spray monthly in all areas to control weed growth. Schedules and reports shall be given to the Park Maintenance Supervisor as defined in Sections 10.9 and 14.
14. The Contractor shall check all Dog Bag Dispensers daily and restock as necessary. Bags will be supplied by the City.

B. Specialty/Sports Areas

1. Sand Court Areas:

- a. These areas include tot lots, play areas, volleyball courts, etc.
- b. All tot lot areas shall be raked to remove leaves and debris daily. **(This will be strictly monitored for compliance.)** The use of hand held or backpack blowers or other devices will not be substituted for raking. Sidewalks adjacent to tot lots shall



be swept or blown daily. Care should be exercised to avoid any people using the tot lots. It will be up to the Contractor to schedule maintenance activities around their use.

- c. All sand areas shall be raked level and kept free of any foreign debris daily Monday through Friday.
 - d. All areas shall be maintained weed-free at all times, in accordance with Section 10.15 A.13 above.
 - e. All sand areas shall be rototilled monthly, at least three (3) weeks apart, to the maximum depth that will allow complete loosening of the sand but will not cause lower base materials to be mixed in with the sand (minimum 12"). After rototilling, all areas shall be raked level.
 1. Contractor shall provide a schedule of this activity within thirty (30) days of start of contract.
 - f. Sand shall be replenished as necessary to maintain optimum level in each area, generally six inches (6") below the top of the concrete curbing but dependent upon play equipment footing the final level shall be determined by Park Maintenance Supervisor for each area. Sand shall be provided by the City.
 - g. During storms and periods of excessive rainfall or if the sand court areas become flooded and there is standing water, remove water immediately, as directed by the Park Maintenance Supervisor.
3. **Hard Surface Areas:**
- a. These areas include concrete sidewalks, decomposed granite (DG) trails, skate parks, tennis courts, handball courts, basketball courts, bicycle trails, AC walkways, etc.
 - b. All areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times. Any hazards shall be reported immediately to the City Park Supervisor.
 - c. All areas shall be swept or blown weekly to remove all deposits of silt and/or sand and glass.
 - d. All sports courts shall be washed down once per week, in addition to 3.c above. City will determine schedule for wash-down.
 - e. Cracks and crevices shall be kept free of weeds at all times.
4. **Bicycle Trails/AC Walkways:**
Special emphasis shall be placed on chemical edging along these areas to prevent damage to asphalt by vegetation. All such damage shall be repaired at the Contractor's sole expense.
5. **Decomposed Granite (DG) walkways and trails:**
Decomposed granite (DG) walkways and trails require additional attention to be properly maintained. The two most common conditions are an uneven surface and lack of



moisture. Both issues can make the material unstable and more like sand, creating an unsafe surface.

- a. Daily inspection of DG surfaces is important in order to prevent problems with the material.
- b. Borders of DG areas shall be kept in proper repair and well defined at all times.
- c. DG areas shall be kept weed-free at all times, and the integrity of the surface shall be kept intact.
- d. Monthly maintenance to DG areas shall be as follows; lightly water the area to dampen, and then scarify the material. Add or redistribute material as needed. Use a rake, drag or blade to spread or level the material evenly. Moisten the surface again and then compact material with a tamp, or roller for larger areas. A light raking may be needed afterwards.
- e. Immediately repair any DG areas when there are holes or ruts, or the surface becomes uneven. Repair shall be as follows; lightly water the area to repair and scarify the material. Add or redistribute material depending on what is needed. Use a rake, drag or blade to spread or level the material evenly. Moisten the surface again and then compact material with a tamp, or a roller for larger areas.

6. Parking Lots

These areas include parking lots located within the boundaries of Parks, or areas directly adjacent to Parks and whose primary purpose is to provide vehicle parking for Park users. Street parking areas that are not meant specifically for Park users should not be included in this section. Areas in doubt should be clarified with the Park Maintenance Supervisor.

- a. All areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times. Any hazards shall be reported immediately to the City Park Supervisor.
- b. All areas shall be swept, blown and/or vacuumed weekly to remove all debris and deposits of silt and/or sand and glass.
- c. Cracks and crevices shall be kept free of weeds at all times.

C. Lake Maintenance

1. Water, lake and stream bottoms, surrounding embankments, riprap areas and sidewalks shall be inspected daily, and kept litter and debris free at all times. This shall include items such as; trash, litter, dead fish, fishing line, bird droppings and/or deceased waterfowl, plus any other debris or litter that might be found.
2. Excessive leaf drop and other debris which results in reduced stream flow shall be removed daily.
3. Aquatic vegetation such as cattails and tules shall be removed quarterly, the schedule to be set by the Parks Maintenance Supervisor. Other invasive aquatic plants, such as filamentous algae and parrot feather, will be removed as directed by the Parks Maintenance Supervisor.



4. Park equipment such as trash cans or park benches that are periodically placed in the water shall be returned to their appropriate locations, and City Staff shall be notified.
5. All cleaning and maintenance operations shall be performed in accordance with the requirements of the Department of Fish and Game and/or the Regional Water Quality Control Board, and meet any NPDES requirements.
6. The water levels shall be checked daily, and maintained to appropriate levels at all times.
7. Report any dead fish or fowl immediately to City Staff.

10.16 SPORTS FIELD MAINTENANCE

A. General

It is desired by the City to provide, as much as possible, high quality Sports Fields for youth and adult activities in all areas. Recognizing the high use and demand for Sports Fields, it is imperative that routine maintenance and renovation be consistent throughout.

The following operational checklist shall be implemented as part of a Contractor's performance and reporting requirements. The Contractor shall schedule irrigation and landscape maintenance operations so they will not interfere with sports field use or activities. Provide all labor and materials necessary for the upkeep of sports fields. Since sports fields are high use facilities, maintenance must be performed during short breaks in athletic scheduling to accomplish required turf care. Provide additional labor as required to accomplish these tasks.

B. Inspections/Maintenance (performed daily)

1. Inspect the sports field or play area for places where grade changes have occurred, as indicated by low spots that collect water on which grass fails to grow. All sports fields shall be kept at a level grade to provide a uniform height of turfgrass by topdressing low places with a sports field sand.
2. Baseball/softball infields comprised of brickdust (skinned areas) shall be inspected to ensure that all depressions and undulations are kept to a minimum, including base paths and areas where the infield skins transition into turfgrass.
 - a. Particle size distribution of sand shall be 60% or more between U.S. standard sieve numbers 30 and 60. Less than 15% can be larger particles. Less than 10% can be silt and clay. An analysis shall accompany delivery.
 - b. Depressions over 1" in depth shall be filled with weed free soil to an elevation 1" below existing grade. Finish off the remaining 1" with City specified sand and bring to grade.
 - c. The use of another weed-free topdressing with a wider range of particle sizes is only by prior written approval of the City.
3. Inspect the sports field or play area for proper water drainage away from the playing surface. If drainage is not evident, irrigation management in the affected area is critical to prevent landscape failure. Contact the Park Maintenance Supervisor for the proper irrigation management strategy.



4. Inspect the sports field or play area for hazardous holes or depressions that may cause a player to trip. Those found should be filled as directed in item B.2 above. Remove stones and other debris that may interfere with play or cause injury.
5. Inspect the sports field or play area to see that the soil absorbs irrigation and rain rapidly enough to provide reasonably good footing on the surface of the area. If improvement is indicated, contact the Park Maintenance Supervisor to schedule aerification immediately.
6. Inspect the sports field or play area to see if the turf surface is being irrigated evenly with a reasonable amount of water.
7. Inspect the sports field or play area for the condition of turfgrass cover. Correct uniform thinning over the entire area with additional seeding. If thinning or bare spots occur in isolated areas, replant in those areas. Coordinate with the Park Maintenance Supervisor.

C. Aeration

1. Schedule to precede scheduled rejuvenation (see paragraph E in this section) operations and prior to any pre-emergent applications.
2. Frequency shall be two (2) times per year:
 - Once within one (1) month of the start of field renovation downtime
 - Once outside of a four (4) month window either prior to or after above date
 - Additional aerations may be requested by the Parks Maintenance Supervisor as needed, and would be treated as a supplemental service.
3. Aeration shall be at a 3" minimum core depth with a maximum spacing between holes of 3", to be accomplished by making three passes at right angles to one another. It may be necessary to collect and remove aeration cores at select athletic fields.

D. Irrigation

1. Monitor controller stations and adjust irrigation schedules daily or as necessary.
2. Check all sports fields weekly, or as often as required, with a soil probe for adequate moisture.
3. Repairs shall be completed within 4 hours after notification.
4. Check irrigation systems weekly or more frequently if directed by the Park Maintenance Supervisor.
5. Special water requirements, i.e., field re-sodding operations, fertilization programs, etc., shall be monitored by Contractor's personnel 7 days a week or as necessary.

E. Fertilization

1. Apply fertilization in accordance with Fertilization Schedule A in these Specifications. Schedule A can be located in the Forms section.



F. **Sports Field Area Renovations**

1. All major renovations shall be timed to commence in conjunction with the downtime schedule (See Forms).
2. Prior to starting renovation, Contractor shall ensure that all irrigation and drainage systems are functioning correctly.
3. Contractor shall level field and fill all low spots and ruts.
4. Contractor shall oversee the entire playing surface, unless directed otherwise by the Park Maintenance Supervisor. At times, resodding in thin or bare areas may be required. Coordinate with the Park Maintenance Supervisor.
 - The City Park Supervisor will specify seed type or sod type and application rate. For estimating purposes, Stover Sports Field Elite applied at a rate of two (2) lbs. per 1,000 square feet may be used.
5. Topdressing of the entire athletic playing surface shall be done on an annual basis during downtime. The Contractor shall provide topdressing machine and material and shall apply topdressing materials.

10.17 NATURE CENTER MAINTENANCE

In addition to other tasks listed in these specifications, Contractor shall perform the following tasks as necessary to maintain a safe and suitable environment:

1. Inspect trails daily for fallen branches and/or trees. Contractor must cut up and remove off-site. Report any limb and tree failures to City staff immediately.
2. Check trails daily and repair any collapsed, sunken areas and holes.
3. Repair shortcuts and other damage to trails daily.
4. Prune shrubs and vegetation quarterly from trails to provide adequate clearance, 5 to 8 feet, and to maintain a natural appearance. Any downed brush and piles of debris need to be addressed weekly and cannot be left on site to collect due to the high fire risk. See "Native Plant" section for guidelines
5. Turf maintenance will be performed every Monday when the center is closed.
6. Mow and/or prune to keep fire access trails clear with no less than 5' and no greater than 10' in width at all times. Fire truck and maintenance access and clearance in these areas are the goal. In addition, any vegetation such as grasses, weeds and brush need to be managed to ground level for 10' on either side of the trail to reduce fire danger and fuel ladders.
7. Remove graffiti from trees, buildings, light standards and other structures daily.



8. Lake and stream maintenance shall be performed in accordance with Section 10.15.c. above. Stream and bridge crossings shall be inspected and raked for leaf and/or branch build-up weekly. Aquatic vegetation such as cattails and tules shall be removed quarterly, the schedule to be set by the Parks Maintenance Supervisor. Other invasive aquatic plants, such as filamentous algae and parrot feather, will be removed as directed by the Parks Maintenance Supervisor.
 - a. During periods of inclement weather the Contractor shall inspect and remove all branches, debris and other impediments to the streambeds daily to ensure that the flow of water remains free.
9. Pick up litter daily throughout the site, including lake and stream edges and replace trash liners. Remove trash from site.
10. Prune canopy over all trails to maintain a clearance of ten (10) feet at all times.
11. Remove dead animals from public view on trails and in bodies of water immediately, and report to City staff.
12. Identify and report to City Staff any security breaches in fences, gates within the same day.
13. Report trespassers, vandals, illegal fishing activities, homeless encampments and other elements not common to the site immediately to City Staff.
14. Manually irrigate site each Friday and Monday using quick coupler system following the provided schedule.
 - a. Irrigation checks must take place either on Mondays when the center is closed, or early mornings before 8am.
 - b. All water in the center is connected to the main line and the fire hydrants; any breaks shall be repaired immediately.
15. Perform quarterly weed abatement on all service roads.
16. Immediately remove or report to City Staff any site furnishings that have been placed in the lakes.
17. Remain on call (per Section 6.6) to handle emergency issues.

10.18 **RANCHO LOS CERRITOS MAINTENANCE**
(4600 Virginia Road, Long Beach, CA 90807)

A. General

Rancho Los Cerritos is a National, State and Local Historic Landmark listed as a significant archaeological resource. The site sits on 4.74 acres and includes an 1844 adobe ranch house, a modern restroom, and small office for the horticulturist. The Contractor and all employees are expected to be sensitive to the historic nature of the property.



The work to be performed includes the maintenance of all common ground areas, including banks, slopes, lawns, flowerbeds and pathways. The Contractor shall perform maintenance in accordance with the highest horticultural standards, keeping the premises in first-class condition. The Contractor shall work under the supervision of the Historic Sites Officer, or designee, the Rancho Horticulturist (hereafter referred to as "City") and in accordance with a mutually agreed upon Garden Work Plan.

Access to the site will be Monday through Friday, between 7:00 a.m. and 5:00 p.m. or, during an emergency, when a City representative is available. Contractor may not work on City holidays. All work (unless instructed otherwise) shall be performed two days per week (one day shall be either Monday or Tuesday) for approximately 30 hours per week. Exact time and day to be determined upon award of Contract by the City's Historic Sites Officer.

If Contractor's equipment is malfunctioning, or otherwise unavailable, it shall be the Contractor's responsibility to rent equipment that is needed. Storage of equipment is not possible due to limits of space on premises.

The Contractor is required to attend monthly site walks and meetings. A schedule for the month will be given to Contractor at this time outlining general scope of work to be completed. Changes in the monthly schedule may be made verbally by mutual agreement between the City and the Contractor. A detailed schedule of work tasks will be provided daily when on the job site. Hours lost due to inclement weather may be rescheduled upon mutual verbal agreement. Any corrective work required as a result of this meeting shall be accomplished within seven (7) days and leaky valves within two (2) days. Water service breaks shall be repaired the same day.

B. Routine Maintenance

Contractor may be involved in any or all of the following landscape maintenance routines, as established through the monthly and daily schedule. The practices outlined below will serve as a guideline for work done on the premises.

1. Complete policing of all areas weekly, including landscaping, pathways, flowerbeds, driveways and parking lots, to remove litter and check safety and maintenance needs. Complete removal of all weed growth on a continuing basis to prevent establishment of weeds. Weeds shall be controlled by hand and approved mechanical or chemical methods. Maintain pathways free of obstructions and apply decomposed granite as required to ensure safe walkways. All clippings, trimmings and other debris shall be placed in a compost pile, trash receptacles or removed from the site by the end of each workday and properly disposed of. The site shall be left clean and free of obstructions. Special care shall be taken to minimize truck traffic along the soil cement roadway. Leaf blowers may not be used on the property. Noise levels shall be kept to a minimum during public hours and on Wednesday and Thursday mornings from October through mid-June, when school tours are in session. The structure is constructed of adobe. In order to protect the adobe, splashing water and puddling must be avoided. Discharges to storm drains, streets and gutters shall be prevented.
2. There are three separate lawn areas totaling approximately .30 acres. All are predominately warm season turf, requiring reel-type mowers. All lawns shall be mowed



and edged as directed by the City at least once every three weeks. All grass clippings shall be collected and removed after each mowing. All turf shall be cut to a height appropriate for the type of grass being mowed, approximately 1/4 inch. Lawns shall be edged adjacent to all improved surfaces and shrub or flowerbeds. De-thatching shall be performed as needed. Lawn areas shall be aerated monthly due to the adobe soil structure and always prior to fertilization. Soil probes shall be used regularly to check moisture levels. Adequate watering of all lawn areas unless requested otherwise by the City due to drought conditions and mandated water cuts, or increase of fungus activity. Complete fertilization of all lawns using a complete or approved fertilizer (such as 16-6-8 Turf Supreme) and gypsum according to manufacturer's guidelines and soil analysis reports, a minimum of 2 times per year. Turf will be aerated prior to application, cores raked and disposed of, followed by a heavy soaking irrigation. Removal of leaves and debris from lawn areas as needed. Fungus shall be controlled and eradicated. Mower blades shall be sharp, clean and fungus free. String trimmers shall be kept away from all plants and tree trunks.

3. All shrubbery and trees shall be pruned regularly to a height of 15 feet to the best health of the plant and to contain size in respect to species, size of planter or relative to surroundings; pruning to maintain the natural growth habit of the plant. Removal of ivy and other climbing plants from trees on a regular basis. Adequate watering of all trees, shrubs and shrub beds. Insect and disease control on all trees and shrubs as needed and under the direction of the City, using non-toxic or least toxic control available. Prune to keep the natural shape of tree. No topping or pollarding shall be permitted. Branches removed shall first have an undercut incised before removal proceeds, leaving the bark branch ridge or collar intact. All cuts shall be clean, leaving no stubs or hat racks; no wound dressing shall be applied. Pruning includes removal of damaged or diseased growth, crossing branches, and branches that obstruct walkways at a height of 8 feet from ground. Water sprouts and suckers should be removed as soon as possible, with the exception of the two historic *Olea europaea*. Fertilization tablets will be added every 2-3 years, 2 feet on center, 12 inches deep, pending soil analysis.
4. Contractor may plant a range of plant materials, including seeds, seedlings, bulbs and trees, per specifications of City. Prior to planting, Contractor will properly prepare soil and may be required to install localized drainage system. All plant materials shall be provided by City.
5. Weeding shall be performed regularly to avoid establishment without chemicals whenever possible. Adequate watering of all irrigated bed areas, hand watering as directed by the City. Routine repairs of erosion and other damage to slopes and borders. Deadheading of spent flowers and stalks. Fertilizing should be appropriate to plant, season and soil analysis, and shall be done in consultation with the City.
6. Decomposed granite shall be applied as needed to all pathways to insure safety. Rakes shall be used to clean up leaves and debris. Paths shall be kept free of hazards. Minor repairs shall be made to path borders with supplies provided by the City.



7. Any damages to public or private property resulting from excessive irrigation runoff shall be repaired by the Contractor at Contractor's expense. System shall be maintained so as to comply with City's NPDES permit and Stormwater Management Plan. Drains shall be cleared as necessary. Minor repairs and adjustments to sprinklers shall be made. A visual check shall be made weekly to ensure that all heads are functioning correctly. All irrigation systems shall be run weekly and a visual check of each head will be taken at that time to ensure there is no clogging by dirt or grit. Any malfunctioning head, valve or hose bib shall be corrected on the spot. Any other malfunction to be reported to City immediately. All required hoses shall be coiled neatly and out of the way. Sprinkler attachments are not to be left on the hose. Soaker hose may be left in place as long as it does not create a hazard or any eyesore. Soil probes should be used after watering to check depth of water penetration. Determine length of irrigation period possible before run-off occurs. If adequate penetration is attained (minimum 6 inch depth), this period should be used in the program. If run-off occurs prior to 6-inch requirement, successive short intervals repeated as necessary shall be established.
8. All grass, shrubbery clippings and fallen fruit, shall be composted in area provided. Dry leaves shall be used as mulch or composted. As organic matter breaks down, compost will be incorporated into cultivated soil. Crab grass, nutsedge, plastic or food wrapper litter, as well as any seriously diseased plant material, shall be disposed of into refuse containers. Compost is to be kept moist but not soggy, and turned over every 6-8 weeks. Vacant beds, once weed free and broken up to a depth of 6 inches or greater, will be mulched with a 6-inch layer of clean tree trimmings provided by the City. The same follows for beds partially planted, keeping mulch one (1) foot away from base of plant.
9. Much can be done to reduce chemical control and manual labor; however, there will be certain areas where chemical application or hand weeding is necessary to maintain a first class condition throughout the landscape. In as many areas as practical, soil cultivation in combination with mulch will be the primary weed control method exercised. Chemicals will be used only as a last resort and never around the herb garden. Special care should be taken around plants. Manufacturers' directions must be followed in full. MSDS sheets must be filed with City prior to application.
10. All *Lantana montevidensis* throughout shall be maintained to a height of 8-12 inches leaving it clean and well kept. A 1-2 foot clearance shall be maintained around the base of all neighboring plants. All ground cover shall be stripped from, and kept out of, trees and surrounding plants. Watering shall be done weekly or less, depending upon rainfall; and accomplished by either manual irrigation or with hose and sprinkler attachment. *Vinca major*, along drive by arroyo and around gazebo in back yard, shall be cut back annually. *Hedera* in picnic area, front entrance, back yard and inner courtyard may be allowed to grow on fences and walls but only to a single layer of thickness. *Aptinia cordifolia* in backyard shall be maintained to a height of 4-6 inches.
11. For the most part, the soil is the original adobe clay. Drainage is poor and moisture must be kept away from the historic structures. Aeration and cultivation is a must for all beds. Beds that are not yet planted will be cultivated and mulched to a depth of 6 inches. This



will reduce weeds and improve soil. Compost and other amendments will be incorporated as they become available.

C. Specific Service requirements

1. 'Backyard'

- a. Includes turf, ground cover, beds, planters, flowering trees, shade trees, fruit trees and pathways of both brick and decomposed granite. Most beds are at least partially covered by irrigation. A few beds must be watered weekly by hose and sprinkler head attachments unless there is rainfall. Turf and some beds have battery-run controllers - battery function needs to be checked regularly.
- b. Hedges: Includes Viburnum, Pittosporum, Punica, Syzygium and Raphiolepis. Pruning will be exercised to maintain size restrictions while keeping the natural look of the plant, avoiding flat tops, balls, squares, etc. Most hedges are covered by the manual irrigation system. Others require soaker hoses or need a hose with a sprinkler attachment. Fertilizer to be applied 1-2 times annually as called for by soil analysis.
- c. Shrubs: Includes Camellia, Azalea, Fushsia, Plumbago, Nandina, Lantana, and Cestrum. Most watered by manual irrigation, either overhead spray or drip. Some pruning needed to maintain clear pathways and open structure. Fertilization to encourage flowering and iron if soil sample requires.
- d. Trees: Includes several varieties of shade, flowering and fruiting species. For the most part, these are in beds or planters already being watered because of other plantings. Keep ground covers and vines 1-2 feet away from the trunks of all trees. Keep low growing branches and suckers trimmed to an 8-foot height if over walkway. Spray for insects with insecticidal soap or least toxic control, and dormant oil on deciduous trees. Rake up all fallen fruit bi-weekly and compost. Major tree trimming to be performed by others. For feeding, use soil tube to create holes 12-16 inches deep, 24 inches on center around drip line. Insert 21 gram Agriform or equivalent tablet in each hole. This will be done every third year unless soil sample dictates otherwise.
- e. Vines: The wisteria arbor requires annual pruning on ladders, with a second lighter pruning when time permits.
- f. Roses: Water by manual valve and bubblers weekly. Fertilized on a six (6) week basis. Dead head weekly. Hybrids pruned annually. Spray with insecticidal soap if needed. Weeding by hand. Several old-fashioned roses are planted on the grounds and have different care requirements from the modern roses. Regularly water, weed and control pests; other needs are outside this Contract.
- g. Herb Garden: Watered by manual drip system. Weeds shall be hand-pulled. Under no circumstances are chemical controls for weeds or insects to be used in or around the herbs. Only insecticidal soaps or other non-toxic remedies shall be used near herbs. Pruning consists of dead heading and pinching back.
- h. Pathways: Brick-in-mortar, brick-in-soil and decomposed granite. Pathways shall be kept weed free. Remove leaves twice a week or as required to be hazard free and use elsewhere as mulch or compost.



2. 'Inner Courtyard'

- a. Includes: turf, ground cover, hedges, shrubs, perennials, trees, flagstone pathways, a water garden and subterranean drain. Water shall be restricted in this area due to potential damage to adobe wall and structure. Adjust spray for hedges to protect structure.
- b. Hedges: Buxus is to be maintained with a 30% face.
- c. Shrubs: Raphiolepis and Lantana. Prune to open up and to maintain natural appeal of plant only. Fertilize to encourage flowering. Watering shall be done by manual valve. Hand watering of planters.
- d. Ground Cover: Hedera and Lantana shall be kept out of surrounding plantings of Buxus and Agapanthus as well as 6-12 inches away from base of trees. Turf in this area is severely infested with nutsedge; preventing the spread of this weed is of the highest priority. Grass clippings will not be composted from this lawn; soil cores shall be thrown away.
- e. Trees or Tree-like Plants: Orange, Tangerine, Pittosporum, Ilex, Platanus, Prunus and Strelitzia nicolai; located in beds. Water with manual valve. Pruning to maintain open structures by removing suckers, broken fronds and dead or diseased growth. Keep trunks clear (6-12 inches) of vines and ground cover. Spraying for insects using least toxic method and non-toxic in fruit tree. Keep fallen fruit raked up bi-weekly. Major tree pruning to be performed by others. Fertilization program to be determined.
- f. Pathways: Cobblestones set in concrete. Eliminate weeds breaking through cobblestones. Must be kept hazard free.
- g. Drain: The subterranean drain must be flushed quarterly.
- h. Pool: Feed water lilies monthly during growing season skim litter from trees, etc. weekly.

3. 'Orchard'

- a. Plantings include subtropical fruit, nut and avocado trees and a psidium hedge. Scope also includes walkway.
- b. Trees: Rake up fallen fruit on a bi-weekly basis. All fruit trees are on a manual irrigation system. Pruning shall remove sucker growth. Major pruning will be performed by others. Spraying for insects must be done with non-toxic methods. Keep beds weed-free. Maintain clean mulch at base of trees; replenish mulch as needed.
- c. Shrubs: All espalier Calliandra are watered by manual irrigation. Pruning will be regular to maintain a narrow profile and tidy appearance. Keep ground weed-free at all times.
- d. Pathways: Decomposed granite with soil solidifier. Keep weed free at all times. Maintain free of hazards.



4. 'Forecourt'

- a. A small parking lot where the dumpsters are located; includes trees, shrubs, perennials, ground cover and vines. Lot has direct access for equipment to backyard.
- b. Trees: Olea, Schinus molle and Pittosporum, Ficus carica and Osage Orange. Pepper, Osage and Olive are covered by manual irrigation system; Fig must be watered by soaker hose. Fruit shall be picked up bi-weekly. Prune suckers and waterspouts with exception of olive. Keep ground cover and vines 6 - 12 inches away from trunks.
- c. Shrubs: Osmanthus, Cantua. Prune only to remove damage, diseased growth; the natural shape of plant is to be maintained.
- d. Perennials: Pelargoniums, Senecio, Echium, Limmonium and Alpinia. All but one bed is covered by existing manual irrigation system. Balance is to be watered by soaker hose. Prune, thin, dead head and pinch back to encourage new growth.
- e. Ground Covers: Violas, Hypericum. Only ½ the Violas are covered by manual irrigation; the balance must be cared for by soaker hose. Dead leaves shall be removed as needed. Ivy and Lantana shall be removed if regeneration occurs. Feeding as is appropriate to encourage flowering.
- f. Vines: Ficus repens on brick wall; requires some control to remove heavy, old growth.

5. 'Picnic Area and Main Parking Lot'

- a. Area includes slopes, islands, and soil cement drive, decomposed granite paths. Slopes include a wide variety of trees, Iris and assorted herbs. Watering is done by battery operated irrigation system weekly or biweekly as needed. Small islands survive upon annual rainfall. Fence line must be watered by manual drip irrigation. Dry streambed must be kept weed and leaf free monthly during the dry season, and weekly, during the wet months. Litter shall be picked-up and put into appropriate receptacles. Pathways of decomposed granite shall be kept weed and litter free. Leaves can be incorporated into slope to act as mulch, or put into compost. Islands in parking lot are not irrigated and must be watered by hose and sprinkler attachment at least 2-3 times a year, depending upon the annual rainfall. Pest control around/on herbs shall be non-toxic. All other areas shall be non-toxic or least toxic. Parking lot to have leaves removed monthly unless otherwise required; and groundcovers cut back as needed.

6. 'Arroyo'

- a. Watered by manual irrigation system weekly. Major brush clearance four times annually including, but not limited to, stripping ivy from tree trunks, removal of volunteer trees (especially Ash, Locust, Pepper) and removal of dry brush or dead and dying plants. Mulch to reduce weeds.

7. 'Drive and Front Entrance'



- a. For the most part, this area is watered by a manual irrigation system with one soaker hose and one hose with sprinkler attachment. Watered weekly. Control ground cover and keep it clear from the trunks. Mulch to reduce weeds. Weed control. Maintain height of Lantana 3-8 inches. Litter pick-up twice weekly from roadside and drive.
8. 'Private Garden'
 - a. Fruit trees, roses, hedge and turf. Manual irrigation system. Turf is mowed every two weeks. Ligustrum hedge shall be pruned every 3-6 months or as needed. Fruit trees shall be sprayed with non-toxic insect control and dormant oil. Fertilize appropriately.
 9. 'Visitor Center Entrance'
 - a. Potted plants and trees. Hand water twice weekly. Hand weed as needed. Notify City of evidence of pests. Prune as needed.

D. Payment for Service

1. The Contractor shall complete and sign City-provided time sheets for each day on the job site, and shall receive a full set of copies at the end of each month. The City shall pay the Contractor for actual hours worked on a monthly basis, not to exceed 30 hours per week, without prior written authorization from the City. Hours billed shall not reflect travel time to and from Rancho Los Cerritos, nor will the City pay for lunch breaks.

10.18 CIVIC CENTER

In addition to other tasks listed in these specifications, Contractor shall perform the following tasks as necessary to maintain a safe and suitable environment:

1. Blow and/or sweep all hardscape areas before 8am daily
2. Pick up all trash and debris, including the Library roof, by 12 noon daily
3. Maintain all 'potted' plants
 - a. Replace plant material as needed to maintain full and colorful appearance
 - b. Weed and clean daily
 - c. Potted plants must be watered regularly as needed
4. Keep all banks around the Main Library weed free and clean of all trash and debris
 - a. Inspect and clean as necessary a minimum of 3 times daily, Monday through Friday
 1. Before 8am; noon; and at the end of the normal workday
5. Steam clean or pressure wash all hardscape areas weekly (see BID OPTIONS section)

10.19 HEALTH DEPARTMENT (6 locations)

Contractor shall perform the tasks listed in these specifications as necessary to maintain a safe and suitable environment:



10.20 POLICE (7 locations)

In addition to other tasks listed in these specifications, Contractor shall perform the following tasks as necessary to maintain a safe and suitable environment:

A. East Division

1. Mowing operations (Weekly):
 - a. Pickup loose grass clippings, trash and remove debris.
2. Hardscape and landscape:
 - a. Control weeds around flowerbed, planters, pathways, and around building.
3. Pathways & Parking lot:
 - a. Pickup and remove trash and debris daily.
 - b. All areas shall be swept, blown and/or vacuumed weekly to remove all debris and deposits of silt and/or sand and glass.
 1. Additional requests will be billed as an additional service.
4. Turf Renovation:
 - a. Refer to Section 10.16.F above and follow outlined specifications.
 - b. This will be preformed upon request and billed as an additional service.

B. North Division

1. Mowing operations (Weekly):
 - a. Pickup loose grass clippings, trash and remove debris.
2. Hardscape and landscape:
 - a. Control weeds around flowerbed, planters, pathways, and around building.
3. Pathways & Parking lot:
 - a. Pickup and remove trash and debris daily.
 - b. All areas shall be swept, blown and/or vacuumed weekly to remove all debris and deposits of silt and/or sand and glass.
 1. Additional requests will be billed as an additional service.

C. Public Safety Building

1. Hardscape and landscape:
 - a. Control weeds around flowerbed, planters, pathways, and around building.
2. Pathways & Parking lot:
 - a. Pickup and remove trash and debris daily.
 - b. All areas shall be swept, blown and/or vacuumed weekly to remove all debris and deposits of silt and/or sand and glass.
 1. Additional requests will be billed as an additional service.



D. Police Academy and Range

1. Mowing operations (Weekly):
 - a. Pickup loose grass clippings, trash and remove debris.
 - b. Turf renovation (see Section 10.16.F) will be billed as additional service.
2. Hardscape and landscape:
 - a. Control weeds around flowerbed, planters, pathways, and around building.
3. Pathways & Parking lot:
 - a. Pickup and remove trash and debris daily.
 - b. All areas shall be swept, blown and/or vacuumed weekly to remove all debris and deposits of silt and/or sand and glass.
 1. Additional requests will be billed as an additional service.
4. Fence Perimeter:
 - a. Ensure weed control around Training Academy and remove dead weeds.
 - b. Spray monthly for proper weed control.
5. Flowerbeds & Planters:
 - a. Remove trash and debris, including pine needles, etc., weekly.
6. AOTC Field:
 - a. Ensure weed control along edge between AOTC field and K9 area (fence); removal of weeds along north end hillside.
 - b. Spray monthly for proper weed control.
7. K9 Training Area:
 - a. Edge and mow lawn and pickup all grass clipping.
 - b. Remove weeds along north end of wall (behind wall).
8. K9 memorial planters:
 - a. Trim below headstones for visibility and keep taller plants trimmed back.
9. Shooting Range:
 - a. Trim (flush with wall) and clean up of Oleander trees (trim back overhead onto Academy Way and clean up of dead leaves)

E. West Division

1. Hardscape and landscape:
 - a. Control weeds around flowerbed, planters, pathways, and around building.
2. Pathways & Parking lot:
 - a. Pickup and remove trash and debris daily.



- b. All areas shall be swept, blown and/or vacuumed weekly to remove all debris and deposits of silt and/or sand and glass.

1. Additional requests will be billed as an additional service.

3. Flowerbeds & Planters:

- a. Remove trash and debris, including pine needles, etc., weekly.

10.21 PUBLIC WORKS (2 locations)

In addition to other tasks listed in these specifications, Contractor shall perform the following tasks as necessary to maintain a safe and suitable environment:

A. Temple and Willow facility

1. Maintain the outside perimeter and planters inside the compound and around the buildings.

10.22 Airport

In addition to other tasks listed in these specifications, Contractor shall perform the following tasks as necessary to maintain a safe and suitable environment:

1. Mow and edge all turf areas weekly.
2. Trim back and edge ground cover beds in and around parking lot and on beds on front roads facing Terminal weekly.
3. Pick-up and remove all trash and debris daily from all areas.
4. Contractor shall spray for weeds monthly and manually remove weeds when necessary in all areas to maintain a weed-free environment. Please note problem areas below:
 - a. Remove and control weeds in beds on front roads facing airport building (Terminal).
 - b. Spray for weeds in the four open parking lots (2 located on Donald Douglas Drive, 1 located on the NE corner of Lakewood Boulevard and Wardlow Road, 1 located at 3660 Lakewood Boulevard).
5. Maintain all drought tolerant plants and beds, and keep full at all times.
 - a. Maintain the planters on the median in front of the Terminal
 - b. Maintain planters in front of monument signs located at the NW and SW corners of Lakewood Boulevard & Donald Douglas Drive.
 - c. Maintain and replant the Breezeway planter as requested.
6. Trim hedges and keep the wood chip area clean on the south side of Donald Douglas Drive at the entrance of the "Park and Walk" lot.
7. Clean sidewalks around all areas adjacent to beds.
8. Manually water all areas without automatic irrigation (minimum of 36 times per year).
9. Replace plants damaged by gophers.



10. Apply fertilizer a minimum of twice per year. Refer to Schedule A.

10.23 LIBRARIES (9 locations)

In addition to other tasks listed in these specifications, Contractor shall perform the following tasks as necessary to maintain a safe and suitable environment:

A. General

1. These specifications apply only to the neighborhood libraries as identified in the bid sheets. Some libraries are located in Parks, and the main library is part of the Civic Center.

B. Specifications

1. Mow and edge turf weekly.
2. Pick-up and remove all trash and debris daily.
3. Empty all trashcans in parking lots and around the libraries daily.
4. Blow and/or sweep all walkways and sidewalks daily.
5. All parking lots shall be swept, blown and/or vacuumed weekly to remove all debris and deposits of silt and/or sand and glass.
 - a. Remove oil spots from parking lots (NPDES Regulations apply)
6. Remove weeds weekly.
7. Spray for weeds monthly.
8. Trim all ground covers, shrubs and hedges quarterly.
 - a. Wash outside plants off to remove dust quarterly.
9. Clean off roof and clean out roof gutters (remove debris from site) quarterly.
10. Maintain irrigation and irrigate manually where required.
11. Remove debris from fountain at the Alamitos Neighborhood Library daily.
12. Inspect exterior of facility daily and report any maintenance items to the Parks Maintenance Supervisor immediately.
13. Wash down all patios and walkways twice per week (water restrictions may prevent this).



10.24 DISPOSAL OF GREEN WASTE

Green Waste Debris

Green waste debris is defined as all trimmings, brush, limbs, palm fronds and trunks generated from tree trimming, shrub trimming, and tree or shrub removal operations. Green waste debris may also include up to 1% dirt, litter, etc. per load.

Recycling Disposal of Green Waste

Green waste debris that is picked up by Contractor shall be composted or otherwise re-used in a lawful manner which results in the City being credited with a minimum diversion rate of ninety-five percent (95%). Contractor shall have full responsibility for the proper disposal of any remaining which cannot be composted or otherwise re-used for diversion credit.

Weight (Diversion) Records and Other Logs

Contractor shall provide the City with weight slips every week. Contractor shall mail slips to the City's using Department on a weekly basis. Contractor shall maintain logs of its operations and make those logs available to the City for inspection, after reasonable notification from the City.

Facility Locations for Receiving Green Waste Debris

Contractor shall specify in the space provided below, which disposal facility the green waste debris will be taken to for processing as well as any alternate locations. The Contractor shall list which disposal facility it intends to use. It is the responsibility of each bidder to determine whether the disposal facility it designates is properly licensed and in good standing with Federal, State and local regulatory agencies.

Contractor shall provide the City with current information regarding the status of that facility's licenses and permits. City reserves the right to designate an alternate disposal facility, if City finds the facility that Contractor proposes to use is unacceptable. If Contractor does not agree to use the alternate facility designated by City, Contractor's bid will be considered non-responsive.

Processing Facility

Name: _____

Address: _____

Contact Person: _____ Phone Number: _____

Facility Permit No. _____



**CITY OF LONG BEACH
LANDSCAPE MAINTENANCE
CONTRACT AREAS 1, 2, 3, 4**

OPTIONAL SPECIFIC REQUIREMENTS

11.1 WEED CONTROL IN TURFGRASS AREAS

A. General

1. The Contractor shall maintain a weed-free turf at all times by chemical and/or mechanical means. Apply pre-emergent herbicide to control crabgrass in all turf areas. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made, the turf must be well established and in vigorous condition. All chemicals applied shall be recorded and coordinated with the City Park Supervisor. The Contractor shall obtain any necessary permits to comply with City, County, State or Federal regulations or laws to perform such control and eradication.
2. By submitting a bid, Contractor assumes responsibility and liability for the use of all chemicals.
3. Use all materials in strict accordance with the most current EPA regulations and applicable sections of the California Food and Agricultural Code.
4. City shall be notified prior to the application of any chemicals. Herbicide applications shall be recorded on the Maintenance Schedule and coordinated with the City Park Supervisor. Material use reports for all pesticides shall be filed with the City no later than the **10th of every month** for the preceding month.
5. **Application of Herbicides:**
 - a. **Timing:** Herbicides shall be applied at times which limit the possibility of contamination from climatic or other factors. Early morning application shall be used when possible to avoid contamination from draft. Applicator shall monitor weather conditions to avoid making application prior to excessive rainfall to eliminate potential runoff of treated areas.

Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities each area is capable of receiving without excessive runoff.

- b. **Handling of Herbicides:** Care shall be taken in transferring and mixing herbicides to prevent contaminating areas outside the target area. Application methods shall be used to ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of herbicides and tank rinsing materials shall be within the guidelines established in the State of California Food and



Agricultural Code EPA regulations, NPDES permit requirements, and all other applicable laws, rules and regulations.

- c. **Equipment and Methods:** Spray equipment shall be in good operating condition, quality and design to efficiently apply materials to the target area. Drift shall be minimized to avoid high-pressure applications and using water-soluble drift agents.
 - d. **Selection of Materials:** Herbicides shall be selected from those materials which characteristically have the lowest residual persistence. Use of emulsifiable concentrates shall be used when possible to limit windblown particles. Use adjuvants to increase herbicide efficiency thereby reducing the total amount of technical material required to gain control.
 - e. **Substitutions:** Wherever a specific type of material is specified, no substitutions are allowed without the prior written consent of the Park Superintendent.
 - f. **Certification of Materials:** All materials shall be delivered to the site in original unopened containers. Materials shall be subject to inspection by the Park Superintendent.
7. Identify the material to be treated and consult a Pest Control Advisor before application of chemical treatments.
- a. The State of California Food and Agricultural Code requires that toxic pest control chemicals may be used only after a written recommendation by a State of California licensed Pest Control Advisor is obtained. A recommendation consists of all the applicator should know for an accurate and safe usage. The recommendation must be time and site specific.
 - b. Application of all pesticides shall only be applied by a properly State Licensed Pest Control Operator and a Qualified Applicator (QAL) of pesticides.
 - c. There shall be no application of a pesticide without the prior written permission of the City.
 - d. In case a Restricted Use Pesticide is recommended, the City must have a use permit issued only by the County of Los Angeles Agriculture Commissioner.
8. Selective post emergence herbicides shall be used to kill weeds. Do not proceed with a chemical treatment except as recommended by a Pest Control Advisor in writing.
- a. Broadleaf weeds in turf shall be removed selectively, without injury to the lawn grass other than slight, temporary discoloration.



- b. Broadleaf weeds in lawns shall be controlled with selective post-emergence herbicides. Turf areas that have broadleaf weeds shall receive a long-lasting broad-spectrum pre-emergence herbicide between January 20th and February 10th:

The herbicide must be registered for use on the turf grasses and weeds to be treated. Red fescue groundcover is included. Follow directions on the label of the herbicide. Apply evenly. Split the total application into opposite directions. Calibrate spreader or sprayer before treatment to apply the right dosage.

9. Weeds not killed with herbicides shall be removed manually. However, manual weed control shall not be substituted for herbicide applications.
10. Turf and other plants killed by weeds, chemicals, etc. shall be replaced at the Contractor's sole expense. All replacements must be made within fourteen (14) days after receiving notice from the City.

11.2 **FERTILIZATION**

- A. **Scheduling:** Apply fertilization in accordance with good horticultural practices or as directed by the Park Superintendent or designee. All applications shall be recorded and specifically identified on the Landscape Maintenance Report indicating the fertilizer used, the frequency it was applied and the landscape material it was applied to (i.e., turf, trees, shrubs, ground cover, etc.).
- B. **General:** Fertilizers shall be inorganic dry, palletized formulation. Application shall be in accordance with manufacturer's specifications.
- C. **Method of Application:** In making application of fertilizer granules, precautions shall be taken to contain these materials in the planting areas. Caution should be used when using a cyclone spreader which throws material onto paved areas. The use of constant flow P.T.O. driven spreaders will keep materials contained in planting areas, eliminating sidewalk stains. Contractor shall remove all fertilizer stains from concrete caused by this application. Fertilizer shall be applied at manufacturer's recommended use.
- D. **Timing of Application:** When climatic factors cause problems from the general use of fertilizers, an adjustment of the fertilizer schedule may be necessary. After fertilizer application, monitor watering schedule to eliminate runoff or leaching of fertilizer materials.
- E. **Trees and Shrubs:** Fertilizers, pre-approved by Park Superintendent, shall be applied to trees and shrubs that require supplemental feeding. Annual spring feeding shall be done in accordance with the rate indicated by the manufacturer. Fertilization may require deep root feeding or Foliar micronutrient applications.
 1. Palm trees may require a fertilizer specific for their needs and in a spike form for application.
- F. **Turf:** Refer to 'Fertilization Schedule A' in the forms section.



11.3 STEAM CLEANING OF CIVIC CENTER PLAZA

A. General:

It is the desire of the City and the Department of Parks, Recreation and Marine to keep the Civic Center Plaza clean and presentable at all times. Due to the amount of activity there, it may be necessary to steam clean or pressure wash the hardscape on a routine basis.

B. Specifications:

1. All hardscape areas surrounding the City Hall building, the Broadway Parking structure, the Main Library, and Lincoln Park, including interior and exterior sidewalks, shall be pressure washed and/or steam cleaned weekly.
 - a. This operation shall be performed on Saturdays to prevent as much disruption to Civic Center and Library activities as possible.
 - b. Hardscape areas shall be washed, not simply wetted and not just rinsed off.
 - c. Accumulated water remaining after the washing shall be squeegeed off, wiped off, or soaked up to facilitate drying.
 1. A self-contained power scrubber unit is recommended in the performance of washing and steam-cleaning operations.
 - d. Until dry, the areas, where practical, shall be barricaded, locked, or otherwise isolated.
 1. Strategically place approved signs at appropriate locations to identify to members of the public that washing is taking place and that the walkways may be slippery.
 2. All areas locked, barricaded, or otherwise isolated while drying shall be opened by Contractor and made available for use upon the determination that they are usable.
 - e. High-pressure, low-volume washers, and steam cleaners that can effectively deliver 0.006 gallon of water per square feet of surface will be necessary.
 1. The nozzle pressure, or power scrubber pressure, of equipment used shall not be so great so as to dislodge tile/pavers, grout or cause damage to hardscapes.
 2. If the nozzle pressure, or power scrubber pressure, of equipment used to loosen and clean hardscapes is insufficient to thoroughly wash the surface, scrub brushes and cleaners may be required to remove the materials and produce a washed surface.
 - f. All washed surfaces shall be rinsed clean and no fine grit or grime shall be allowed to remain.
2. All trash, debris, freestanding oil, grease, liquids, "green waste," food, cigarette butts, stains, liquids, graffiti, blood, bird defecation, feces, vomit, broken glass, and other materials, substances, and contaminants shall be removed from hardscapes (i.e., sidewalks, walkways, patios, stairways, etc.) prior to washing operations.



- a. The removal of materials, substances, and contaminants prior to washing operations may require the use of scrub brushes, sponges, mops, or other tools or utensils. All cleaning agents, or residuals thereof, used in this process must be completely removed prior to beginning washing operations.
3. All Health and Safety and NPDES standards and regulations shall be adhered to at all times during washing operations
 - a. Immediately following the washing of the hardscape areas, all materials generated by the operation shall be collected and placed in trash containers or otherwise removed from the site to a properly licensed facility.
 - b. Only potable water may flow into the ocean. No cleaning agents used in washing operations must be allowed to flow into the ocean, either directly, or through drains.
 - c. All wastewater collected by a self-contained power scrubber must be disposed of in a sanitary sewer approved by the City.

11.4 OPENING OF SELECTED PARK SITES

A. General:

As the Department develops additional Park space throughout the City, there is sometimes a need to lock these facilities at night. It is important therefore to have them opened again each morning.

B. Locations:

1. Currently there are 7 locations throughout the City that require opening every day.
 - a. Pops Davenport Park
 - b. Burton Chace Mini-Park
 - c. Daryle Black Memorial Park
 - c. East Village Arts Park
 - d. Tanaka Park
 - f. Miracle on 4th Street Park
 - g. Rotary Centennial Park
2. Additional Park sites may be added throughout the duration of this contract

C. Specifications:

1. All identified Parks shall be opened daily prior to 9am.
2. Any damage to locks or gates shall be reported immediately to the Parks Maintenance Supervisor.



CITY OF LONG BEACH

LANDSCAPE MAINTENANCE CONTRACT AREAS 1, 2, 3, AND 4

PERIODIC/SEASONAL SERVICE REQUIREMENTS

This section is intended as a guide only, and some services may be performed only at the City's request as additional services. Periodic service requirements such as climatic conditions, varied cultural practice, and site-specific circumstances are subject to change as dictated by the Park Maintenance Supervisor. All schedules shall be submitted in advance to the Park Maintenance Supervisor for evaluation and approval.

12.1 PERIODIC/SEASONAL SERVICES

A. December-February

1. When requested, turf areas that have broadleaf weeds shall receive a long-lasting broad-spectrum pre-emergence herbicide between January 20th and February 10th:
2. Prune deciduous trees: Alders, Albizzias and Sycamores before buds emerge. Quality of pruning shall be as described in the section on Pruning Quality Standards and follow ISA standards. Alders in groves shall have mingling branches removed. Foliage shall be close to adjacent individuals, but not inside the other tree.
3. Prune all plants overgrowing boundaries. Provide for clearance of vehicle and foot traffic. Plants shall be pruned to control and/or direct plant growth and size, removing no more than 1/3 of the plant at one time unless directed otherwise by City Staff. Prune to achieve the natural growth habit and appearance of the species.

B. March-May

1. When requested:
 - a. Remove broadleaf weeds in lawns with selective post-emergence herbicide that is registered to kill weed species growing in the turf grasses being treated.
2. It is recommended that non turfgrass vegetation, (i.e., slopes, planters, other ornamentals), with residues of weed seeds made last year, should receive a broad spectrum pre-emergence herbicide registered for target weed species. Check label to be sure the chemical is safe for use on the ornamental species in the area.
3. Prune all plants overgrowing boundaries. Provide for clearance of vehicle and foot traffic. Plants shall be pruned to control and/or direct plant growth and size, removing no more than 1/3 of the plant at one time unless directed otherwise by City Staff. Prune to achieve the natural growth habit and appearance of the species.

C. June-August

1. Prune all plants overgrowing boundaries. Provide for clearance of vehicle and foot traffic. Plants shall be pruned to control and/or direct plant growth and size, removing no more



than 1/3 of the plant at one time unless directed otherwise by City Staff. Prune to achieve the natural growth habit and appearance of the species.

D. September-November

1. Prune all plants overgrowing boundaries. Provide for clearance of vehicle and foot traffic. Plants shall be pruned to control and/or direct plant growth and size, removing no more than 1/3 of the plant at one time unless directed otherwise by City Staff. Prune to achieve the natural growth habit and appearance of the species.

Tropical species, such as Bougainvillea, Hibiscus and Lantana, shall be pruned after the final bloom flush but no later than October.

2. Bermuda grass sports turf with clumps of unwanted cool season grasses shall be treated with a selective herbicide registered for use in Bermuda grass. It shall be effective post and pre-emergence against cool season grass weeds. Scattered clumps of cool season grasses shall be killed by spot spraying. Overspray of a systemic contact herbicide will kill Bermuda grass. The remaining bare spots will be covered by regrowth of spreading Bermuda grass.



**CITY OF LONG BEACH
LANDSCAPE MAINTENANCE
CONTRACT AREAS 1, 2, 3, and 4**

QUALITY STANDARDS REQUIREMENTS

13.1 PRUNING and TRAINING QUALITY STANDARDS

A. Shrubs, herbaceous plants, and groundcovers

1. Shall be pruned soon after the completion of a flowering and fruiting cycle, if fruits are desired and shall comply with AHS standards.
 - a. Remove flower stems to point of origin. Dead head flowering plants.
 - b. Remove branches growing beyond perimeter of foliage. It is an outline of a plant's shape. Cuts shall be inside of outer foliage and flush with branch of origin, thinning out big, long shoots. Leave no butts or stubs. Do not trim off all foliage on one lane with hedge shears. Shearing is only for formal hedges.
 1. Plants treated as a formal hedge will be determined by City Staff. The majority of shrubs should be maintained as a natural appearance.
 - c. Prune to retain natural shape of plant. Shapes vary according to plant species. Some are wider than tall like Tam or Pfitzer junipers. Some are upright like Xylosma and Photinia. There shall be no flat, square tops or unnatural forms, nor shall shrubs have lower limbs removed to expose bare limbs or trunks.

B. Native and Drought-Tolerant Plant Care

The City has an interest in developing a low-water use, southwest-adapted and/or native plant palette throughout our Parks and facilities. There are currently several sites where these types of plants are already in place. For the most part, native and southwest-adapted plants are easy to care for and are very hardy, but they do require proper care for good health and a little different approach towards maintenance than the regular ornamental plants found at most Parks.

Most native plants are relatively pest free, low water usage, and low maintenance. On the other hand, they do require a few key points to maintain the health and vigor.

The most common issues to be aware of:

1. Watering
 - a. Improper watering - usually too much and at the wrong time of year.
 - i. Most natives are low water users, but do require regular weekly, deep water during the winter and spring, especially if no rainfall.
 2. During the summer months watering is critical as risk for diseases are high at this time. At this time of year, watering is 1 –2 times per month.
 3. New plants should be watered as needed. If weather conditions vary then closer monitoring of the moisture levels will ensure proper management.



2. Planting

- a. All native plantings should occur between fall and spring for optimum success.
- b. Native plants are sensitive to the roots being buried so all container plants should be level with the existing soil.
 1. Mulching after planting is important but care should be exercised so not to bury the crown.

3. Weed Management

- a. Weeding when weeds are small, the competition for nutrients and water with the exotics is key to successful establishment for natives.
- b. Hand pulling of weeds can bring viable weed seeds to the surface. Heavy infestation of weeds can occur from the germinated seed so it is best to follow with mulch immediately after weeding.
- c. Chemical spray applications will be required to maintain newly planted and trimmed areas. This will help the natives during the establishment period so that the weeds will not compete with nutrients and light.

4. Pruning

- a. Before pruning any native plants, the Contractor shall coordinate with the Parks Maintenance Supervisor.
- b. Most pruning should take place after flowering or fruits have occurred.
- c. No more than 1/3 of a plant or shrub should be removed at one time.
- d. Basal growth plants should be cut down to the base annually.

C. Trees

1. Prune trees to comply with ISA standards. Maintain their characteristic shape, density, and texture. The natural appearance is an open, light textured perimeter of new foliage. The greatest density is in the interior and lower half. The center of gravity, or location of mass, is close to the center and close to the ground. This distribution fits a tree to withstand strong winds. Do not thin or "lace out" dense foliage except the outside branches. This is an example of 'lion-tailing', which could cause roots to die and create a weak tree that may die or blow over.
 - a. Prune out branches extending beyond the shape (foliage perimeter) of a tree. Prune to control size and shape. Bare scaffold branches with foliage only at ends will break in wind. Cuts shall be inside perimeter of foliage almost flush with a parent branch. No butts or stubs are permitted. Old stubs with an outgrowth of multiple shoots shall be are moved.
 - b. Prune off lower branches high enough for traffic clearance.
 - c. Cut out dead, crossing, rubbing branches and v-shaped crotches.
 - d. Undercut branches over 2" in diameter before final cut is made close to a scaffold (main) branch. Shredded, torn or ripped branches shall be re-cut cleanly.



- e. An exposed wound, as where a branch was removed, shall remain exposed: Do not paint or apply any substance on a wound. It heals faster, with less disease than a covered wound.
- f. Trees close together shall be separated by removal of intermingling branches. The exception is a large hedge or windbreak consisting of one species.
- g. A newly planted or young tree unable to stand upright in a Santa Ana wind shall be double staked. A tree too heavy for support by stakes shall have equally spaced guy wire ties to immovable stakes. The wire shall be on a 45° angle with the tree trunk. Use only City approved staking materials. Locations for use of guy wires shall be determined by City Staff.
 - 1. Always remove nursery stakes on young trees and replace by double staking.
 - 2. Ties and guys shall always be tight and in place between stakes or tree trunk.
 - 3. Loosen or remove ties before they are so tight they are starting to girdle a branch or trunk.
 - 4. An immovable trunk in wet soil is an indication it can stand without support. Remove stakes or guy wires.
 - 5. Any tree stakes or ties that are broken, loose or damaged should be removed immediately. If the tree is less than a year old or immature and requires continued support, new ties and stakes will be required.
- h. Graphic descriptions on correct pruning and training of shrubs and trees is published by the International Society of Arboriculture (ISA) and the University of California Publications ANR Dept.



**CITY OF LONG BEACH
LANDSCAPE MAINTENANCE
CONTRACT AREAS 1, 2, 3, and 4**

REPORTING REQUIREMENTS

14.1 REPORTS and SCHEDULES

A. General

The Contractor shall submit reports and schedules as requested and as outlined below and in Sections 5.6, 5.7 and Section 9.0. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments or a deduction. All reports and schedules shall be either provided by, or in a format approved by, the City.

B. Reports

1. Such reports must be detailed, thorough and may include, but not be limited to, the following:
 - a. Suggestions for improving problem areas
 - b. Reports of work planned
 - c. Cost information to perform extra work for upgrading specific areas
2. Pesticide Use Reports shall be submitted monthly with any invoicing.
3. Accident Reports shall be submitted immediately.
4. Incident Reports shall be submitted monthly with any invoicing.
5. Hazard Reports shall be reported immediately and forms submitted monthly with any invoicing.
6. Landfill Diversion Reports shall be submitted monthly with any invoicing.

C. Schedules

1. Monthly Maintenance Schedule(s)
 - a. As outlined in Sections 5.6, 5.7, and Section 9.0, Contractor shall provide a maintenance schedule to the City in calendar format within thirty (30) days of the start of the Contract. Schedules shall show the day of the week the operation is to be performed, or the order of rotation areas will be serviced, such as for debris pick-up or pruning operations. Examples of required schedules are:
 - Mowing
 - Shrub/groundcover trimming and clean-up
 - Daily debris clean-up
 - Pesticide use and locations
 - Sand lot rototilling



- Special projects and locations
 - Extra work and locations
 - Other items as requested by City representative
- b. Specialty functions shall identify and delineate the time frames for the required work by the week and day(s) of the week.
 - c. Any other activities that the Contractor performs on a regular or semi-regular basis and as determined or requested by the City will require a schedule to be submitted.
 - d. The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the City's representative(s) for review, and if appropriate, approval, within five (5) working days prior to scheduled time for the work.
 1. Notification of change in scheduled work due to circumstances beyond the control of the Contractor must be received by the City at least 12 hours prior to the scheduled time for work to begin.
 - e. All forms and schedules shall be of a format either supplied or approved by the City.
 - f. The Contractor shall adjust work schedule to accommodate all City-observed holidays, and during storms and periods of excessive rainfall.

D. Irrigation Reports and Schedules

1. Irrigation Schedules

- a. As outlined in Sections 5.7 and 10.2.G.1, within thirty (30) days of the start of the Contract, the Contractor shall provide an Irrigation Controller Program Log (sample provided) for each automated controller located within the specified Contract Area.
 1. Any changes to the regular schedule shall be reported to the Park Maintenance Supervisor immediately and recorded on the Irrigation Controller Program Log (see Section 10.2.G.4).
- b. The Contractor shall provide to the City a schedule of all 'manually watered' areas, including those where use of a vehicle is required, within thirty (30) days of the start of the Contract.
 1. Any changes to the regular schedule for 'manually watered' areas shall be reported to the Park Maintenance Supervisor immediately and recorded on the schedule.
- c. Quarterly inspections and testing of all irrigation systems is required as per Section 10.2.D.9. The Contractor shall provide the City an annual Quarterly Inspection Schedule at least thirty (30) days prior to the start of the first inspection.

2. Reports

- a. Written reports of any repairs or modifications to the irrigation system shall be turned in by the Contractor monthly. Failure to do so may delay payment of invoices.
- b. Examples of other written reports the Contractor shall provide are:



- Quarterly Irrigation System Inspection Sheet (Tracking Sheet)
- Irrigation Zone Narratives (when applicable)
- Irrigation Material Purchase Request, if applicable



FORMS



CITY OF LONG BEACH

Department of Parks, Recreation and Marine

PERFORMANCE DEFICIENCY NOTIFICATION

Notification to: _____

Date: _____ Time: _____ Method: _____

The following performance deficiency(ies) has been observed and requires immediate attention to correct.

Location: _____

Value of Deduction: \$ _____

City Representative will check deficient items and comment (if applicable) below.

- 1. Performance deficiency up to \$250 per instance. \$ _____
- 2. Failure to provide adequate equipment. Deduction of up to \$250 per instance/per work day. \$ _____
- 3. Failure to protect public health and/or correct safety concerns. \$ _____
- 4. Failure to comply with water restrictions. \$ _____
- 5. Major irrigation deficiencies. \$ _____
- 6. Failure to respond within 30 minutes to after-hours emergency page or respond in the field within 1 hour to an after-hours emergency. \$ _____
- 7. Failure to mow, edge, sweep, pickup trash/debris, rototill tot-lots, apply chemicals, prune in an approved, professional manner. \$ _____
- 8. Failure to respond during working hours to a page within 30 minutes. \$ _____
- 9. Other: \$ _____

Comments: _____

Please initiate the necessary corrective action(s) and notify the Park Supervisor when corrective action(s) are completed for re-inspection.

Contractor (Sign & Date)

Park Maintenance Supervisor (Sign & Date)

Park Superintendent (Sign & Date)

Bureau Manager (Sign & Date)



**CITY OF LONG BEACH
GREEN WASTE DISPOSAL REPORT**

CONTRACTING FIRM NAME _____

DATE: _____

SERVICE MONTH and YEAR _____

SOURCE (Contract Name and No.): _____

MATERIAL TYPE:

- Herbaceous (grass clippings)
- Semi-herbaceous (leaves/small branches)
- Hardwood (logs/woodchips)

GROSS WEIGHT (Tons): _____

DISPOSAL SITE (Company Name): _____

DISPOSAL SITE ADDRESS: _____

WASTE PRODUCT:

- Mulch
- Soil Conditioner
- Other

BY-PRODUCT VOLUME/WEIGHT (if known): _____



**CITY OF LONG BEACH
FERTILIZATION SCHEDULE A***

**LANDSCAPE AND FACILITY MAINTENANCE
CONTRACT AREAS 1, 2, 3, and 4**

Frequency/Timing	Source	Rate
GENERAL TURF AREAS		
1 time/year Applied in March/April	15-15-15	200 lb. (Actual N)/Ac
1 time/year Applied in June/July	21-7-14	200 lb. (Actual N)/Ac
SPORTS TURF		
1 time/year Applied in March/April	15-15-15	200 lb. (Actual N)/Ac
1 time/year Applied in June/July	21-7-14	200 lb. (Actual N)/Ac
1 time/year Applied in September/October	16-6-8	200 lb. (Actual N)/Ac
GROUND COVER/SHRUBS/SLOPES		
1 time/year Applied in March/April	15-15-15	As labeled for type of plant material to be applied
1 time/year Applied in July/August	15-15-15	As labeled for type of plant material to be applied

Other applications as requested by the Park Maintenance Supervisor, or as recommended by the Contractor and approved by the Parks Maintenance Supervisor

TREES

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

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

This schedule is for the benefit of bidding and may be altered at any time depending on plant need.

*Note: For bidding purposes only. This schedule may be reduced, but will not be increased.



2008 Athletic Field Downtime Schedule

Start Date	End Date	Park	Field
4/28	6/22	Houghton	SCR
4/28	6/22	Hudson	SCR
5/12	6/22	Admiral Kidd	BB#1/SCR#1
5/12	6/22	Admiral Kidd	SCR#2
5/12	6/22	Drake	SB/SCR
5/12	6/22	M.L. King	SB#1/SCR#1
5/12	6/22	M.L. King	SB#2/SCR#2
5/26	7/6	El Dorado	SCR#1
5/26	7/6	El Dorado	SCR#2
5/26	7/6	El Dorado	SCR#3
5/26	7/6	Heartwell	SCR#1
5/26	7/6	Heartwell	SCR#4
5/26	7/6	Heartwell	SCR#5
5/26	7/6	Heartwell	SCR #8 (Sun Only)
5/26	7/6	Whaley	SCR North
5/26	7/6	Stearns	SCR#1
7/14	8/31	Marina Vista	SCR#1
7/14	8/31	Marina Vista	SCR#2/SB
7/14	8/31	Marina Vista	SCR#3/SB
8/11	9/7	El Dorado	SB#3
8/11	9/7	El Dorado	SB#4
8/11	9/7	El Dorado	BB#6
8/11	9/7	Cherry	BB#1/SB#2
8/11	9/7	Pan American	SB#1
8/11	9/7	Pan American	SB#2
8/11	9/7	Joe Rodgers	SB#1
8/25	9/28	Veterans	BB/SCR
8/25	9/28	Ramona	BB/FB
8/25	9/28	Coolidge	BB/FB
8/25	9/28	Deforest	SB#1
8/25	9/28	Deforest	SB#2
12/22	1/18	Houghton	SB#1/FB
12/22	1/18	Houghton	BB#2/FB
12/22	1/18	Houghton	SB#3/FB
11/17	1/2	Silverado	BB#1/FB
11/17	1/2	Silverado	BB#2
11/17	1/2	Silverado	TB#3
11/17	1/2	Silverado	TB#4



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6663
Lisa_Kline@longbeach.gov

November 21, 2008

NOTICE TO OFFERORS

ADDENDUM NO. 1

PA-00609(1)

The following changes and/or additions shall be made to the original Invitation to Bid No. PA-00609, Landscaping Services (Citywide). Please acknowledge receipt of this addendum by signing and returning with your bid.

As of Friday, November 21, 2008, the City of Long Beach has made the following revisions for PA -00609 Landscaping Services (Citywide)

The changes are as follows:

1. All questions must be received by Lisa Kline at Lisa_Kline@longbeach.gov by 11:00 am on Tuesday, November 25, 2008. Questions will be answered and posted by Wednesday, November 26, 2008.
2. We have posted four maps – one for each of the four areas to be bid.
3. Contract Area 1-6 has been amended to eliminate graffiti abatement pricing. We have posted the revised Base Bid Section - Area 1.
4. In Bid Area 3, the turf acreage has been added and the landscape area has been revised for Tanaka Park. The total acreages have been updated in the bid summary sections. We have posted the revised Base Bid Section and the Alternate Bid Section for Area 3.
5. The landscaped areas referenced on page 39 that need to be reached by water vehicle are the following:



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6663
Lisa_Kline@longbeach.gov

November 26, 2008

NOTICE TO OFFERORS

ADDENDUM NO. 2

PA-00609(2)

The following changes and/or additions shall be made to the original Invitation to Bid No. PA-00609, Landscaping Services (Citywide). Please acknowledge receipt of this addendum by signing and returning with your bid.

As of Tuesday, November 25, 2008, the City of Long Beach has made the following revisions for PA -00609 Landscaping Services (Citywide):

The following questions have been raised. Answers are in blue.

Do we prune both sides and top of the Oleanders along Clark Avenue by Stearns Park (and other areas) as part of the contract?

Yes

Is the hillside along Bluff Park from the park down to the beach part of the contract and do we weed the slope throughout the year?

It is not part of the contract.

Just to clarify irrigation, are all repairs to be an extra per the hourly rate submitted?

Yes

Will the contract include monitoring and checks only?

Yes, the base contract only includes monitoring and checks of irrigation.

Is there a frequency required for the leaves and pine needles to be picked?

Yes, as needed



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.7745
Lisa_Kline@longbeach.gov

December 2, 2008

NOTICE TO OFFERORS

ADDENDUM NO. 3

PA-00609(3)

The following changes and/or additions shall be made to the original Invitation to Bid No. PA-00609, Landscaping Services (Citywide). Please acknowledge receipt of this addendum by signing and returning with your bid.

As of Monday, December 1, 2008, the City of Long Beach has made the following revisions for PA -00609 Landscaping Services (Citywide):

We now have an answer to the following question from Addendum 2. Answer is in blue.

For bid area 3, item 12: There is no square footage for turf or landscape for 12th Street Place. Is this correct?

There is approximately .04 acre of turf and .01 acre of landscaping for 12th Street Place.

Also, we have posted a table that shows added acreage in response to the question below from Addendum 2.

What contractor responsible additions and/or deletions have been made to the scope of work from the previous contract period and the current ITB, along with any additional parks and streets added?

Please take a moment to review these changes when developing your bid.

Prepared By: Lisa Kline Date: 2-Dec-08

Buyer

Acknowledged By: Anti Vall Date: 12/03/2008

Firm of: Mariposa Horticultural Enterprises.

Bidder directs the City's attention to Continuous Bidder's Bond (CBB) # _____ CC-LM-C, on file in the office of the City Clerk of the City of Long Beach. If a CBB is not on file, please accept the bidder's bond listed below:

CITY OF LONG BEACH BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Mariposa Horticultural Enterprises, Inc. as Principal, and First National Insurance Company of America a corporation, organized and existing under and by virtue of the laws of the State of Washington with a paid up capital of not less than Two Hundred Fifty Thousand Dollars (\$250,000), incorporated, as aforesaid, for the purpose of making, guaranteeing or becoming a surety upon bonds and undertakings required or authorized by law, and having heretofore complied with all of the requirements of law of the State of California regulating the formation or admission of such corporation to transact business in this State, as Surety, are held firmly bound unto the City of Long Beach, a municipal corporation, organized under the laws of the State of California, and situated in the County of Los Angeles, in the sum of Ten Percent of the Total Amount Bid Dollars (\$ 10%) lawful money of the United States of America, for the payment whereof the Principal and sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

The Principal is about to bid on a contract with the City of Long Beach for Landscape Maintenance, Contract Areas 1, 2, 3, and 4

and is required by law and by the City to give this bond in connection with the bid.

If the bid of the Principal shall be accepted by the City of Long Beach and the contract for delivery of goods, materials, equipment or supplies, or for the furnishing of services, materials, supplies, labor and performing work, all as specified in the Specifications, notice inviting bids, and bid is awarded to the Principal, and if Principal shall execute and submit all contract documents and insurance within fifteen (15) calendar days after delivery of them to Principal, and if Principal shall, in connection with the contract, furnish and deliver to the City of Long Beach a good and sufficient faithful performance bond, if required in the notice inviting bids, and a good and sufficient labor and material (payment) bond, if required in the notice inviting bids, with surety or sureties, then this obligation shall be void; otherwise it shall remain in full force and effect.

Signed, Sealed and Dated:

Mariposa Horticultural Enterprises, Inc.

By: [Signature]

Principal

Signed, Sealed and Dated:

First National Insurance Company of America

November, 24, 2008

By: [Signature]

Jeffrey R. Gryde, Attorney-in-Fact

Surety

The bond shall be signed by both parties and all signatures shall be notarized.

USE OF A NON-CITY OF LONG BEACH BID BOND MAY BE CAUSE FOR REJECTION

Jurat

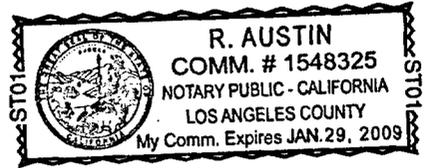
State of California
County of Los Angeles

On December 3, 2008, before me, Terry Noriega President – Mariposa Horticultural Enterprises, Inc., Subscribed and sworn to (or affirmed) before me on this date, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

Signature R. Austin
R. Austin – Notary Public # 1548325

(Seal)





POWER OF ATTORNEY

First National Insurance Company of America
Safeco Plaza
Seattle, WA 98185

No. 9392

KNOW ALL BY THESE PRESENTS:

That FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint

*****JEFFREY R. GRYPDE; Costa Mesa, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind FIRST NATIONAL INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 13th day of November, 2008

Edmund C. Kenealy, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of FIRST NATIONAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Edmund C. Kenealy, Secretary of FIRST NATIONAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 24th day of November, 2008



Edmund C. Kenealy, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On November 24, 2008 before me, Christine Jane Thatcher, Notary
Date Here Insert Name and Title of the Officer

personally appeared Jeffrey R Grude
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity ~~(ies)~~, and that by his/~~her/their~~ signature ~~(s)~~ on the instrument the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

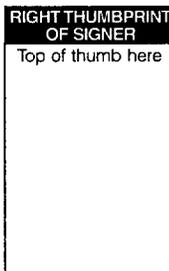
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

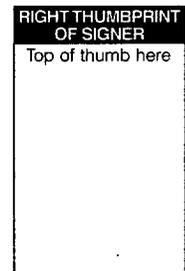
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **592268** Entity **CORP**

Business Name **MARIPOSA HORTICULTURAL
ENTERPRISES INC**

Classification(s) **C27 A C61/D49**

Expiration Date **04/30/2010**



LICENSE NO.

024600000

RECEIVED DEC 19 2007

STATE OF CALIFORNIA
DEPARTMENT OF PESTICIDE REGULATION
1001 I STREET
SACRAMENTO, CALIFORNIA 95814
(916) 445-4038



**PEST CONTROL BUSINESS LICENSE
MAIN LOCATION**

**THIS LICENSE EXPIRES
December 31, 2009**

MARIPOSA HORTICULTURAL ENTERPRISES, INC.

15529 ARROW HWY

IRWINDALE, CA 91706-

— POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW —

THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE

VALID THROUGH

01/01/2008

12/31/2009

QL 37787

ABCDEFH

TERRY L NORIEGA

15529 ARROW HWY

IRWINDALE, CA 91706