

BID NUMBER PA-02105

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

CONTRACT NO. 29207

1. 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.

2. 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.

3. 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.

4. 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.

5. 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 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: Ontario CA ON THE 19th DAY OF May, 2005  
CITY STATE MONTH

COMPANY NAME: Azteca Landscape TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 1910 S. Archibald Ave. CITY: Ontario STATE: CA ZIP: 91761

PHONE: Suite N (800) 794-0063 FAX: (909) 673-9192

SI Aurora Farias President  
(SIGNATURE) (TITLE)

Aurora Farias aurora aztecalandscape.com  
(PRINT NAME) (EMAIL ADDRESS)

SI Rosa M. Lopez Secretary  
(SIGNATURE) (TITLE)

Rosa M. Lopez rosa aztecalandscape.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] 8/2/05  
Director of Financial Management Date

APPROVED AS TO FORM 7/28, 2005  
ROBERT E. SHANNON  
CITY ATTORNEY  
[Signature]  
Senior Deputy

Rev 03/25/03

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 50% of ownership of the organization):

OPTIONAL

Ethnic (Check one):

Black Asian Other Non-white  
 XXX Hispanic American Indian Caucasian  
 Non-ethnic Factors of Ownership (check all that apply):

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

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

XXX Yes No

Name of certifying agency: Office of Affirmative Action

**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.**

## 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 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 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.

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.

### 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.

### 10. PUBLIC WORK AND PREVAILING WAGES:

In the performance of public work under any Contract, the Contractor shall comply with 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. Copy of 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, 9<sup>th</sup> 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 the Contractor or said Subcontractors in the execution of the Contract.

**INSTRUCTIONS TO BIDDERS**

**11. RIGHT TO REJECT:**

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 subscribes to the following goals concerning awards for equipment, material, supplies and services.

- Fifteen Percent (15%) MBE Participation
- Fifteen Percent (15%) WBE Participation

Whenever possible, Contractor should seek to accomplish these goals.

**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: N/A

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: Friday, May 20, 2005**

**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>LEE E WAYNE</u> | <u>562/570-6039</u> |
| BUYER              | TELEPHONE NUMBER    |

**B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)**

|                    |                     |
|--------------------|---------------------|
| <u>KEN HERBAGE</u> | <u>562/570-4879</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 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 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.

**17. INTER-AGENCY PARTICIPATION:**

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

YES XXX 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 the Contractor for such an adjustment must be made within thirty 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 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 loss, including but not limited to fines, penalties and corrective

## CONTRACT – GENERAL CONDITIONS

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. Any indebtedness of Contractor to 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 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.
21. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
22. 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.
23. 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.
24. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
25. Contractor shall submit samples of all documents that Contractor may require 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.
26. 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.
27. 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.
28. 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

## CONTRACT – GENERAL CONDITIONS

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 the City Controller, Barbara Hennessy, at (562) 570-6450 for assistance with the form.

29. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve 50% 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.
30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE THE 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 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 his 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 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, his 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 insured's 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.
- (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.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A. M. Best & Company. Any deviations from this rule shall require written approval from the City's Purchasing Agent.

All coverage's for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

## CONTRACT – GENERAL CONDITIONS

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 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 the Contractor's liability under this contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of the 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.





**PARKS & LANDSCAPE  
CONTRACT AREAS 1, 2, 3, 4, 5, and 6**

**GENERAL SPECIFICATIONS**

**1.0 CONTRACT PERIOD**

Twelve months after date of award. 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 each of the three additional one-year periods, the City shall so notify the Contractor 130 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 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 \$ \_\_\_\_\_

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.     | <u>N/A</u> | 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) \$ 792,660.96** (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 the specifications 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.



4. Contractor must obtain, and maintain in effect during the term of the Contract a valid City of Long Beach Business License prior to commencement of work.
5. When working in road rights-of-way, the Contractor shall comply with all procedures and requirements as specified in the State of California (CALTRANS) Manual of Traffic Controls for Construction and Maintenance Work Zones.

### LICENSE CERTIFICATION

My valid License/Permit Numbers are:

| <u>LICENSE</u> |  | <u>EXPIRATION DATE</u>      | <u>LICENSE NUMBER</u> |
|----------------|--|-----------------------------|-----------------------|
| 1.             | C27 Landscaping Contractor License                                       |                             | <u>417003</u>         |
| 2.             | Pest Control Business License  |                             | <u>01510-0000</u>     |
| 3.             | Pest Control Advisor License   | Categories: D & E           | <u>03096</u>          |
| 4.             | Qualified Applicator's License   | Categories: A, B, C, D, & F | <u>36390</u>          |
| 5.             | Los Angeles County Agricultural Commissioner's Registration Permit       |                             | <u>5010038</u>        |
| 6.             | City of Long Beach Business License required upon notification of award. |                             | <u>BU20042660</u>     |
| 7.             | Other: _____   |                             | _____                 |

Please submit a copy of each valid license/permit listed above, with this bid package.

#### 1.7 REQUIREMENT FOR EMPLOYEE HEALTH INSURANCE

Contractor shall provide health insurance to all full-time and part-time employees performing work under this Contract.

In lieu of providing health insurance to said employees, Contractor shall pay said employees \$1.25 per hour more than:

- (1) the Contractor pays to said employees at the time the Contract is awarded; or



- (2) \$1.25 per hour more than Contractor pays to its employees working which is already included under current 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 AND SITE VISIT**

A **mandatory Pre-Bid Conference and Site Visit** 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 and Site Visit as scheduled. Bidders shall be required to sign-in at the Pre-Bid Conference and at each site.**

#### **MANDATORY PRE-BID CONFERENCE SCHEDULE**

**Time:** 10:00 a.m.  
**Date:** Thursday – May 12, 2005  
**Location:** City of Long Beach Tree Farm (7600 E. Spring Street, Long Beach, CA)

#### **MANDATORY SITE VISITS**

Due to the large number of facilities, **Mandatory Site Visits** are required. **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 Bidder's 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 its appurtenances and amenities. Bidders shall be deemed to accept the conditions and necessary work at any site for which they submit a bid.

### **MANDATORY SITE VISITS SCHEDULE**

#### **A. AREA 1S**

1A. Location: Artesia Boulevard (Susana Road to Downey Avenue)

Time:

Meet at:

2A. Location: Atlantic Avenue (70<sup>th</sup> Street to San Antonio Drive)

Time:

Meet at:

3A. Location: Del Amo Boulevard (Cherry Avenue to Susana Road)

#### **B. AREA 2S and 5S**

1B. Location: Carson Street (605 FWY to Lakewood Boulevard)

Time:

Meet at:

2B. Location: Lakewood Boulevard (Willow Street to Del Amo Boulevard)

Time:

Meet at:

3B. Location: Studebaker Road (405 FWY to Carson Street)

Time:

Meet at:

#### **C. AREA 3S**

1C. Location: Long Beach Boulevard (Ocean Boulevard to Wardlow Road)

Time:

Meet at:

2C. Location: Terminal FWY (Pacific Coast Highway to Willow Street)

Time:

Meet at:

3C. Location: Santa Fe Avenue (Anaheim Street to 405 FWY)

Time:

Meet at:



- 4C. Location: West Police Station 1835 Santa Fe Avenue  
Time:  
Meet at:
- 5C. Location: 710 FWY Terminus  
Time:  
Meet at:
- 6C. Location: Ocean Boulevard (Golden Avenue to Alboni Place)  
Time:  
Meet at:

**D. AREA 4S**

- 1D. Location: Fleet Services Bureau 2600 Temple Avenue  
Time:  
Meet at:
- 2D. Location: East Police Station 4800 Los Coyotes Diagonal  
Time:  
Meet at:
- 3D. Location: Bellflower Boulevard (Loynes Drive to Willow Street)  
Time:  
Meet at:
- 4D. Location: Long Beach Energy Department 2400 E. Spring Street  
Time:  
Meet at:
- 5D. Location: Lakewood Boulevard (Traffic Circle to Willow Street)  
Time:  
Meet at:
- 6D. Location: Studebaker Road (405 FWY to 2<sup>nd</sup> Street)  
Time:  
Meet at:

**E. AREA 6S**

- 1E. Location: Appian Way (Bay Shore Avenue to Long Beach Yacht Club)  
Time:  
Meet at:
- 2E. Location: Ocean Boulevard (Livingston Drive to 72<sup>nd</sup> Place)  
Time:  
Meet at:



## 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 insureds 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.
- (d) **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.
- (e) **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 Contractors.

When a facility is identified as part of a group of facilities, 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 each City Representative(s) of a facility or sections of facilities. 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 DISPOSAL OF RECYCLABLES**

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

## **2.4 PAYMENT DEDUCTIONS / CONTRACTOR'S NON-COMPLIANCE NON-PERFORMANCE**

A. If performance of the Contractor is not satisfactory to the Director of Parks, Recreation and Marine or his designee, then 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.

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 a City Park Supervisor. City will deduct up to \$250 per instance per workday.



3. Failure to provide adequate equipment and manpower resources in compliance with Specifications, as directed by the City Park Supervisor. City will deduct up to \$250 per instance per workday.
4. 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). City will deduct up to \$250 per occurrence.
5. Failure to comply with water restrictions imposed by the Long Beach Water Department. City will deduct up to \$250 deduction per occurrence. Additionally, Contractor shall pay any imposed penalties.
6. Failure to repair major irrigation deficiencies within twelve (12) hours after notification. City will deduct up to \$250 per occurrence.
  - a. Major irrigation within twelve (12) hours.
  - b. Public health and safety issues shall be corrected immediately upon notification from the City Park Supervisor.
  - c. Failure to provide adequate equipment resources in compliance with specifications, as directed by the City Park Supervisor, will result in a deduction of up to \$250 per day, per instance
7. 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. City will deduct up to \$250 per occurrence.
8. Failure to comply with conditions, specifications, schedules and directives from the Park Supervisor or Park Superintendent. City will deduct up to \$250 per instance.
9. Failure to respond during working hours to a page within 30 minutes.

#### **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 may 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.

## **2.5 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.

## **2.6 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.

## **2.7 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.



### **2.8 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 the 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. Bidder may mark as "Trade Secrets", "Confidential" or "Proprietary" trade secrets and, if City is presented with a Public Records Act request for that information, City will alert the Contractor so that it may seek appropriate relief from the courts.

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 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 such persons have not been convicted of any offense involving moral turpitude, or any offense as specified in Penal Code 11105.3 (g), or any offense relating to the type of services to be performed as determined by the City. Contractor shall pay the costs of the fingerprinting and obtaining the criminal history information. Any misrepresentations with respect to Contractor's obligations under this section or failure to comply with these requirements shall constitute a material 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 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 installation, equipment and service.

### **4.0 SIGNS/IMPROVEMENTS**

The Contractor shall not post signs or advertising matter on City property without the prior written approval of 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 properly licensed disposal site by the Contractor.

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: (1) 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.

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.

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.

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 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, its officials and 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.

#### **4.4 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.

#### **4.5 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 all liability, loss, damage, claim, demand, cause of action, cost and expense (including reasonable attorney's fee) 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 must be taken to minimize noise.
3. The Contractor is encouraged 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.

#### **4.6 SPECIAL EVENTS**

The areas contained in this Contract are frequently utilized for special events. Some of these special events (e.g., Long Beach Grand Prix, Beach Fest) 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 the installation of bleachers for the Long Beach Grand Prix. In this instance, the City may request the Contractor to control the growth of weeds around and under



the bleachers 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., Long Beach Grand Prix, Beach Fest). 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 (Contract Monitor) will jointly assess the conditions of the designated sites to establish a benchmark for any needed "Additional Work."

#### **4.7 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.

#### **4.8 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.

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, 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.

- a. 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.
- b. 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.

#### **4.9 ADDITIONAL WORK**

All Additional Work shall commence on the date established by the City 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 arising out of extraordinary incidents or circumstances.

- a. 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.
- b. 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 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 laws, rules and 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 in this contract. Tasks shall be performed with the highest standards at no less than the frequencies set forth herein.

The Contractor is required to render and provide grounds and landscape maintenance services pursuant to the specifications and frequencies stated in this Contract 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 one or more representatives to act on behalf of the Contractor, on all matters affecting the work. If this individual changes, the City's representatives 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 representatives. Access may include special instructions about security systems installed at facilities. The Contractor shall take all reasonable precautions to ensure that security of the facilities and the equipment, furnishings and other items in the facilities 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 purchase similar locks on 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 sole 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 properly use and keep safe all keys issued by the City to the Contractor.

The Contractor shall report all lost or stolen keys to the City representatives 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 expiration 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 to the site representative any damage to City property, including but not limited to vandalism, acts of God, and third party negligence.

#### **5.2 REPAIR OF DAMAGE**

If the Contractor, its employees or subcontractors cause damage to any City facility then the Contractor shall repair such damage at its own cost within a reasonable time or the City may repair or cause the repair of such damage and the cost shall be deducted from monies due to the Contractor from the City.

#### **5.3 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:

- a. Irrigation damage shall be repaired or replaced within one watering cycle or 48 hours.
- b. 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:

- a. **Trees:** Minor damage, such as bark lost from impact of mowing equipment, shall be subject to replacement with a tree comparable in species and size, as approved by the City.



- b. **Shrubs:** Minor damage, such as shrub and plant material lost from impact of mowing equipment, shall be subject to replacement with a shrub or plant comparable in species and size, as approved by the City.
- c. **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 sole expense.

#### 5.4 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 representatives 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, 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 a properly licensed disposal site.



City shall not be liable for damage of loss to Contractor's equipment, materials and/or personal property. Contractor hereby holds City harmless and waives all 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 its intended purpose from the service yard and/or storage area(s). The City will inspect service yard and/or storage area(s) once per week 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.

#### **5.5 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.

#### **5.6 INQUIRIES AND COMPLAINTS**

The Contractor shall maintain an office located within one (1) hour's response time of the facilities to this subject Contract 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. During the daily hours of operation, the Contractor shall have some responsible person, 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 that 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 through electronic communications.

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 representatives. 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.

## **5.7 HOURS AND DAYS OF MAINTENANCE SERVICES**

### **SCHEDULING OF OPERATIONS**

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 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. The Contractor shall submit a weekly Maintenance Schedule describing maintenance operations and when work and applications of chemicals/fertilizers will be accomplished. Schedule shall be submitted prior to starting any maintenance operations. All forms and schedules shall be in a format approved by the City.

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.

The Contractor shall provide adequate staffing to perform the required services during the prescribed times. Any changes in the days and hours of service described in the specifications shall be subject to approval by the City.

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 after notification by City representatives or as mutually scheduled and agreed to by Contractor and City representatives. The Contractor shall respond to all requests for on-call emergencies within one (1) hour after notification by City





representatives. On-call service rates shall be based on Contractor's hourly rate stated in the bid for such work.

The basic daily hours of maintenance service shall be:

Monday through Sunday: 7:00 a.m. to 4:00 p.m.

Certain maintenance tasks may have time restrictions or extended time requirements.

### **5.8 SERVICE SCHEDULES**

The Contractor shall, within ten (10) working days after the effective date of the Contract, submit a work schedule to the City's representatives for review and approval. The work schedule shall be based on a twelve-month calendar identifying and delineating the time frames for the required work by the day of the week, morning or afternoon.

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

At the discretion of the Park Maintenance Supervisor, monthly meetings (or more frequently if deemed necessary by the City) between the Contractor and the facility representatives 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 shall not be deemed 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**" are defined as:

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 Areas

### **5.9 ACCIDENT REPORTING**

The Contractor shall immediately notify the City representatives 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.

#### **5.10 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 City Park 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 Supervisor's approval. Any piece of equipment deemed unsatisfactory by the Park 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, edgers, 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. All mowers shall have "catchers" or be equipped to mulch in one operation.
3. A self-contained power scrubber unit may be utilized in the performance of washing and steam-cleaning operations provided the Contractor can meet all specified criteria. 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 representatives. At the other sites, the Contractor's vehicles shall not drive on turf or non-paved surfaces. The City shall provide, if possible, storage areas 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.



### **5.11 GRAFFITI REMOVAL**

The Contractor shall perform daily inspections for the purpose of identifying graffiti in all Contract areas and shall notify the Park Maintenance Supervisor when Contractor finds graffiti. The Contractor shall provide all necessary supplies, tools and equipment necessary to remove or paint over any such graffiti in areas identified by the Park Maintenance Supervisor. The City shall provide the necessary paint if painting is deemed appropriate.

### **6.0 CONTRACTOR'S STAFF**

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

**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 an 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 sole 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.

The City shall approve the Contractor's uniform.

The City expects the Contractor's staff to deliver to City representatives all items which 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 was completed at each facility.

Facility appurtenance inspection reports shall be completed and submitted as required. These 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 the 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 shall provide fully trained and qualified personnel. The staff activity shall be closely monitored by City representatives at each site to detect operational irregularities and non-compliance with contractual requirements.

The Contractor's crew leader and operational staff, as well as its 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, Contractor shall immediately notify the City.

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, it shall consult the City. The City's decision shall be final.

Contractor shall inspect and identify any conditions that render any portion of a site unsafe. The City representatives shall be notified immediately of any unsafe or undesirable conditions including but 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

The Contractor shall make minor corrections, including but not limited to filling holes in turf areas and paving, 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 the site that day.
7. The Contractor shall remove hazardous materials from the site which result from Contractor's work and shall dispose of the materials off site at properly licensed facilities. The Contractor shall notify all appropriate agencies.
8. Do not leave malfunctioning equipment on site without barricading, tagging, and reasonably supervising it until repairs are affected. 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

The Contractor shall request these materials from the City's representatives, and shall ensure proper and secure storage of these materials in an area specified by the City's representatives. 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. doggie walk bags for doggie bag dispensers (checked daily, filled as needed to maintain the estimated demand at 20 bags per day per dispenser)
- c. cleaning agents, spotting agents, polishes
- d. cleaning related supplies
- e. chemicals (as specified)
- f. pest/rodent control chemicals (as specified)
- g. annual plant materials
- h. fertilizer

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 representatives 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 areas.

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

### **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. **Contract Areas:** The sites, areas, and facilities identified on pages 6 and 7.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **Hardscape (or Hardscapes, Hardscape Areas):** Sidewalks, walkways, patios, quads, game courts, bike paths, paved areas, and like surfaces.
10. **Initial Cleaning (or Operation):** The first cleaning or first maintenance operation of several scheduled for a given day.
11. **Interior Roads:** Roads which are contained within the boundaries of a given area.
12. **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.
13. **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.

14. **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.
15. **Trash:** All litter, garbage, refuse, rubbish, and other materials and substances discarded or rejected as being spent, useless, or worthless.
16. **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 names and phone numbers of persons 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 \$100 deduction for each occurrence. Failure to respond to City representatives within thirty (30) minutes following call-out shall result in a \$200 deduction per occurrence.

Emergency response defined:

- As per Park Maintenance Supervisors or designated City Staff
- Public health/safety matters

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.





4. During storms and periods of excessive rainfall Contractor shall keep all drainage facilities (area drains, bench drains, storm drains) clear and in operating condition.
5. The City of Long Beach will, in turn, provide to Contractor the City's 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 cost 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 expertise and experience in 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 Contractor's 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 4.4. 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 City's representative or the City Park 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 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.

#### **7.3 TRAFFIC CONTROL**

The Contractor shall follow all guidelines and rules in the State of California Traffic Manual or Watch Book. Any lane closures shall be coordinated prior with the Parks Maintenance Supervisor. Lighted sign or arrow board are required as needed.

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.

#### **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**

A. 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.

- B. 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**

- A. During storms and periods of excessive rainfall, and in conjunction with section 4.37C, 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.
- B. 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, and as stated in Section 5.3.

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 City Park 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 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**

At the request of the City, 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 and as stated in Section 5.3. Loss of plant material due to improper care is also included (see Section 3.18).

## **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.

## **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 Section 8.80, 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:



in accordance with the proposal forms or actual costs plus 10% for materials, whichever is less.

## **9.0 ADMINISTRATION**

### **A. Periodic Services**

1. The Periodic Services, Section PS in this specification, indicates the timeframes when items of work shall 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 on or by the effective date of the contract. Thereafter, it shall be submitted on the day agreed upon by the Contractor and the City Park Supervisor.
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 City Park Supervisor at least 24 hours prior to the scheduled time for work.
6. Failure to give notification of a change and/or failure to perform an item of work on a scheduled day will 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 4.15, during the periods that excessive rainfall hinders normal operations, the Contractor shall adjust its workforce to accomplish those activities that are not affected by weather.
2. The prime factors in assigning work shall be the safety of the workforce and damage to landscaping,
3. During periods of excessive rainfall, the Contractor shall remove water from area drains, remove of minor silt and debris from perimeter areas and keep all draining facilities clear and in operating condition.



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 will result in the following actions:
  - 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 rate "per day" will be deducted.
  - d. These actions shall not be construed as a 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 SPECIFIC REQUIREMENTS

### LANDSCAPE AND FACILITIES MAINTENANCE CONTRACT AREAS 1, 2, 3, 4, 5, and 6

#### 10.0 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 and aeration as requested, weed control (both in hardscape and landscaped areas), cultivation, pest control, plant replacements, renovations, irrigation system maintenance and management, 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. City shall provide materials and parts for irrigation system.

The Contractor shall submit a monthly Maintenance Schedule to the City at the start of the Contract and in the event of any changes to the schedule outlining the scheduled functions and to include all elements within the Contract.

#### 10.1 TREES

##### A. General

1. All trees under 20' (feet) in height and having a diameter at breast height (DBH) less than 12" (inches) shall be pruned as required to remove broken, crowded, dead, hazardous or diseased branches or for safety reasons.
2. 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.
3. Topping trees is not allowed. Pruning shall be done by those experienced and skilled in pruning techniques and shall comply with ISA standards. All cuts shall be done using proper horticultural practices. Dressing wounds is not allowed.



4. 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.
5. Ailing or stunted trees which fail to meet expected growth expectations shall be brought to the attention of the Park Maintenance Supervisor.
6. 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 Park Maintenance Supervisor.  
  
Lower branches can be removed only after tree is able to stand erect without staking or other support.
7. The Contractor shall strictly adhere to the International Society of Arboriculture (ISA) Tree Pruning Guidelines, latest edition.

## 10.2

### SHRUBS

#### A. General

1. Shrubs shall be pruned as required for safety, removal of broken or diseased branches, general containment or appearance.
2. Prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use. Coordinate with the Park Maintenance Supervisor.
3. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.
4. Remove any spent blossoms or dead flower stalks as required for neat, clean appearance.
5. Shrubs and mounding shall not exceed two feet (2') in height within areas required for vehicular sight distance depending upon roadway topography.
6. Any paper or litter that accumulates in ground cover areas shall be picked up on a daily basis.

## 10.3

### VINES

#### A. General

1. Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.
2. Do not use nails to secure vines on masonry walls.





3. Deep water vines in pockets not provided with sprinklers as required to promote optimum growth.
4. Pruning of vines shall be in accordance with good horticultural practices.
5. Any paper or litter that accumulates in ground cover areas shall be picked up on a daily basis.

#### **10.4**      **GROUND COVER**

##### **A. General**

1. Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance.
2. Cultivate and/or apply approved herbicide to remove broad-leafed and grass weeds as required. Weeds shall be controlled and not allowed to reach an objectionable height. The Park Maintenance Supervisor will determine objectionable height. Remove weeds by chemical or mechanical means as approved by the Park Maintenance Supervisor.
3. Any paper or litter that accumulates in ground cover areas shall be picked up on a daily basis.
4. Keep ground cover trimmed back from all controller units, valve boxes, quick couplers 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 inches (4") from structure or walls. Coordinate trimming around base of shrubs/trees with the City Park Supervisor.
5. Bare soil areas shall be cultivated a minimum of once per month.

#### **10.5**      **PEST CONTROL**

##### **A. General**

1. The Contractor shall provide complete and continuous control and/or eradication of all plant pests and diseases. The Contractor shall obtain any necessary permits to comply with City, County, State and Federal regulations and/or laws to perform such control and eradication.
2. By submitting a bid, Contractor assumes responsibility and liability for the use of all chemicals. Pests and diseases include, but are not limited to all vertabrate pests, insects, mites, other invertebrates, plant pathogens, nematodes and weeds. Controls include necessary use of integrated pest control systems involving the use of life history information and extensive monitoring. Control through prevention, cultural practices, pesticide applications, exclusion, natural enemies, biological control and host resistance.
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 pesticides and other chemicals. Pesticide applications shall be recorded on the Maintenance Schedule and coordinated with the Park Maintenance Supervisor. Material use reports for all pesticides shall be filed with the City no later than the 10<sup>th</sup> of every month for the preceding month.

5. **Application of Pesticides:**

- a. **Timing:** 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 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 Pesticides:** 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 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:** 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. Use adjuvants to increase pesticide 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 authorization of a Pest Control Advisor and written consent of the Park Superintendent or designee.

- 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 or designee.



6. All areas of the landscapes and facilities 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.
7. 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. The recommendation must be time and site specific.
  - b. Application of all pesticides shall only be applied under a properly State Licensed Pest Control Operator or a Qualified Applicator 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. Start preventative cultural methods before a pest is visible. At certain times of the year, and with certain environmental conditions, the presence of certain pests can be anticipated. Look at new growth for the presence of aphids, leaf hoppers, scale, mealy bugs, 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.
9. 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.
10. 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.
11. 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. The City will not tolerate epidemics of snails. Use good cultural practices as first line of



defense. In worst cases, control may be achieved with weekly applications of toxic bait until the youngest brood is gone. Use the utmost care before applying snail bait, this must be approved by the Parks Maintenance Supervisor prior to any application.

12. 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.
13. In areas other than turf, **weeds must be removed upon appearance.** Selective post emergence herbicides should be used to kill weeds. Do not proceed with a chemical treatment except as recommended by a Pest Control Advisor in writing.

All creeping grasses as well as broadleaf weeds shall be kept out of shrubs and groundcovers.

14. Weeds not killed with herbicides shall be removed manually. However, manual weed control may be substituted for herbicide applications where practical and approved by the Park Maintenance Supervisor.
15. 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.

#### **10.6 DRAINAGE FACILITIES**

The Contractor shall continually inspect surface drains (such as bench drains and flow structures) located within the landscaped areas. Surface drains 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.

#### **10.7 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 Maintenance Supervisor.

#### **10.8 LITTER AND DEBRIS / CLEAN-UP**

- A. 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).
- B. Contractor shall promptly remove all debris resulting from its operations and dispose of it off-site at a properly licensed facility.
- C. 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.



- D. All walkways shall be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot traffic.
- E. All shrub areas not inter-planted with ground cover shall be raked clean a minimum of once a month.
- F. **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, on all sidewalks and other hardscapes within the site and those city sidewalks that lie directly adjacent to the park, 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 Maintenance Supervisor to be part of the respective Contract landscape areas, parking lots, and all other open space areas. Replacing all plastic trash can liners shall be part of this routine cleaning process.

## 10.9 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, roadway safety and maintenance is the first and foremost reason why water must be strictly controlled within the City. Other important water management considerations include: safe and dry turf areas for community use, water costs and plant health.

### B. Reports

See Report and Schedules in these Specifications.

### C. Irrigation /Operation and Maintenance

All turf areas shall be irrigated as required to maintain health, adequate growth and appearance. Irrigation shall be accomplished in accordance with current Long Beach Water Department guidelines and/or timeframes.

Irrigation maintenance shall include but not be limited to operation of the system, adjustments, repairs, modifications, improvements, testing analysis, "handsets" and other work as required. Flood irrigating is not allowed.

### D. Operation/Repair

1. The entire irrigation system including all components from connection at meters shall be maintained in an operational state at all times. This coverage shall include but not be limited to the following: All controllers and remote control valves, gate valves and backflow devices. Contractor shall continually monitor and perform any necessary repairs. City shall provide materials and parts as provided in paragraph "f" below. Contractor shall contact the Park Maintenance Supervisor regarding main line failure within twenty-four (24) hours after occurrence.



- a. All sprinkler heads shall be adjusted to maintain proper coverage. Adjustment shall include, but not be limited to, actual adjustments to heads, cleaning and flushing heads and lines and removal of obstructions. Costs for adjustment shall be included in costs for operation and maintenance of the irrigation system.
  - b. 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.
  - c. All third party damage or other needed repairs will be completed by the Contractor and paid for by the City on a cost basis; materials will be supplied by the City as outlined in paragraph f. below.
  - d. Repairs to the irrigation system shall be completed within 12 hours after approval by the Park Maintenance Supervisor on major component damage such as broken irrigation lines defective or broken valves and sprinkler heads, sprinkler head relocations and other modifications as necessary.
  - e. All replacements shall be with original type and model materials unless a substitute is approved by the Park Maintenance Supervisor.
  - f. The City shall supply all irrigation materials and parts. 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 (see FORMS). Only the items on this form will be allowed to be purchased at the City's vendor by the Contractor.
  - g. 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.
  - h. The Contractor shall pay for all excessive utility usage including water 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.
2. All irrigation systems shall be tested and inspected a minimum of once per quarter and a written tracking report (see FORMS section) submitted quarterly in accordance with the schedule submitted at the start of the Contract showing the location day of the week and time of the day that each system will be tested. Any changes shall be submitted for approval prior to implementation.
  3. All systems shall be adjusted in order to:
    - a. Provide adequate coverage of all landscape areas;



- b. Prevent excessive runoff and/or 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; and
  - f. Prevent "flood irrigation," over irrigating one area to account for coverage deficiency in another area.
4. All system malfunctions, damage and obstructions shall be recorded and timely corrective action taken.
  5. In addition to quarterly testing, all irrigation systems shall be tested and inspected, daily if necessary, and 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.

The Contractor shall turn off irrigation systems immediately or **as directed** during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulture acceptable maintenance practices, including weekends and holidays, special events and when extreme rainfall exists or predicted.
  - c. Once the Park Maintenance Supervisor acknowledges the necessity to turn on the water once again, all controllers shall be activated within twelve (12) hours.
  6. The Contractor shall provide personnel fully trained in all phases of landscaping and irrigation systems operation, maintenance, adjustment and repair; in all types of components to include irrigation control clocks, valves, pumps and sprinkler heads and be familiar with all brands and models of irrigation equipment used within the City.

**E. Personnel**

1. The Contractor shall provide personnel fully trained and knowledgeable in all aspects of landscape irrigation systems. This includes, but not limited to, systems operation, maintenance, adjustments and repairing of all types of components (hydraulic, electric and manual) 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 by the City that an IA (Irrigation Association)



Certification for the lead irrigation specialist be obtained within six (6) months after start of Contract.

2. The Contractor shall provide personnel fully trained and knowledgeable of and proficient in current water management concepts and practices, with the capability of working with City staff in implementing more advanced water management strategies.
3. The Contractor shall provide personnel capable of verbal and written communication in a professional level of English.

**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 cost of material.
  - a. The 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 (see FORMS). 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 Maintenance 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. All systems shall be programmed as needed to maintain healthy plant material and landscape.
2. All program changes shall be recorded on the Irrigation Management Form.
3. When provided by Long Beach Water Department, the Contractor shall compare water meter readings to ensure that there isn't excessive water use in any Contract areas.
4. Controller program shall be sufficient to maintain a healthy landscape without excessive water use and shall be consistent with irrigation schedules provided by the City in the Pruning and Training Quality section.
5. Controller programs shall incorporate the following conditions:
  - a. Meet Long Beach Water Department requirements for Best Management Practices.
  - b. Avoid weekend watering.
  - c. Maximize repeat operations (where and when possible).
  - d. Minimize station run times.
  - e. Reflect actual evapo-transpiration (E.T.) requirements.
  - f. Reflect actual requirements of soil and plants.
  - g. Eliminate runoff onto streets, sidewalks and other non-target areas.
  - h. Provide sufficient time for soil to dry out between irrigations.
  - i. Maximize community use of City property.

**10.10 WEED CONTROL OF PAVED SURFACES**

Contractor shall control weeds by mechanical or chemical means, weeds growing in cracks, or expansion joints and areas contiguous to the City landscape.

**10.11 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 at its sole cost if it is determined by the Parks Maintenance Supervisor that they died due to Contractor's negligence.

## 10.12 TURFGRASS

### A. General

1. **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 turf mowing. Manual watering of deficient coverage areas is mandatory.
2. **Mowing:** Mow and edge greenbelts, medians, etc., weekly.

Cut cool season turfgrass 2 1/2" during warm season and reduce to 2" during winter or cooler seasons. In warm seasons; common Bermuda shall be mowed to not exceed 1", hybrid Bermuda 1/2" to 3/4". Cut mixed turf grasses to the City Park Supervisor's recommended height.

A fine-cut flail mower, rotary mower, or reel mower that provides a smooth and continuous cut of turf at a 3/4-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.

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.

All safety equipment on mowers must be fully operational.

All equipment shall remain adjusted to the proper cutting heights and shall be adequately sharpened and maintained.

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.

More frequent mowing of turf may be authorized at the City's discretion.

Turf shall be mowed within 6 inches of all appurtenances.

Litter shall not be shredded by mowers; Contractor shall not drive over or break glass bottles or other glass objects, or 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.



Contractor shall remove all clippings and debris deposited on hardscapes and other surfaces as a result of mowing operations before leaving the site.

No clippings or debris shall be blown, swept or otherwise pushed into the street or storm drains.

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.

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 not sharp or protruding rough parts (i.e. rollers, skids, brackets, blades, wheels, bed knives) which may cause damage.

4. **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 as a replacement for a "walk-behind" blade-type edger.

**B. 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 City Park Supervisor, and will be paid for in accordance with the unit cost worksheet.

**C. String Trimmers**

Care shall be exercised regarding the use of string trimmers (weed eaters) to prevent damage to trees, building surfaces, walls, header boards, light fixtures, signage, etc. A maximum 12" bare soil buffer zone shall be maintained around the circumference at the base of all trees. **(Trees damaged by Contractor's operations shall be replaced at Contractor's sole expense.)**

**10.13 FACILITIES MAINTENANCE**

**A. General Operations (applies to all landscape maintenance areas):**

1. 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.
2. All sidewalk areas abutting maintained areas shall be cleaned when left unclean by Contractor's operations and at other times as required.
3. All human or animal feces or other materials detrimental to human health shall be removed from the areas daily.



4. All leaves, paper and debris shall be removed from landscaped areas and disposed of offsite.
5. All broken glass and sharp objects shall be removed daily.
6. Trashcans provided by the City shall be emptied daily and washed after emptying when necessary, as determined by the City Park Supervisor. The Contractor shall provide plastic liners for all trash cans and dispose of trash offsite at Contractor's sole expense.
7. All concrete bench drains and other surface drains under the sidewalk shall be kept free of vegetation, debris, and algae to allow unrestricted water flow.
8. All other drainage facilities shall be cleaned of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to City Park Supervisor.

**B. Hard Surface Areas**

1. These areas include hardscape, DG areas, concrete sidewalks, bicycle trails, AC walkways, courtyards, etc.
2. All areas shall be swept or blown weekly to remove all deposits of silt and/or sand and glass.
3. 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.
4. Cracks and crevices shall be kept free of weeds at all times.
5. 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.

**10.14 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 waste 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 REPORTS AND SCHEDULES

### LANSCAPE AND FACILITIES MAINTENANCE CONTRACT AREAS 1, 2, 3, 4, 5, and 6

The Contractor shall submit reports and schedules as requested and as outlined below and in section 5.6. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments or a deduction. 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.
- D. Monthly Maintenance Schedule(s).
  - 1. Contractor shall provide a weekly maintenance schedule to the City in calendar format at the start of the Contract, or in the event of any changes to the schedule before the first day of the month that changes are to take place. Schedule shall show all the following:
    - . Mowing locations
    - . Pruning locations
    - . Trash detail/sidewalk detail
    - . Pesticide use and locations
    - . Special projects and locations
    - . Extra work and locations
    - . Other items as requested by City representative
  - 2. Notification of change in scheduled work must be received by the City at least 12 hours prior to the scheduled time for work to begin.
- E. Quarterly Irrigation Management Schedule Form(s).

The following forms are to be completed by the Contractor:

- 1. Irrigation Material Purchase Request (Form C), if applicable
- 2. Irrigation controller Program Log (Form B)
- 3. Quarterly Irrigation System Inspection Sheet (Tracking Sheet)
- 4. Irrigation Zone Narratives (when applicable)



5. An Analysis of Repair Data and Recommendations for Reducing Repair Costs (Form A) is to be turned in bi-monthly.
- F. Pesticide Use Reports shall be submitted monthly with any invoicing.
- G. Accident Reports shall be submitted immediately.
- H. Incident Reports shall be submitted monthly with any invoicing.
- I. Hazard Reports shall be reported immediately and forms submitted monthly with any invoicing.
- J. Landfill Diversion Reports shall be submitted monthly with any invoicing.

All forms and schedules shall be of a format supplied by or approved by the City.

The Contractor shall adjust work schedule to accommodate all City-observed holidays and during storms and periods of excessive rainfall.



**CITY OF LONG BEACH  
PERIODIC and/or SEASONAL SERVICES**

**LANDSCAPE AND FACILITIES MAINTENANCE  
CONTRACT AREAS 1, 2, 3, 4, 5, and 6**

*This section is intended as a guide only. Periodic service requirements such as climatic conditions, varied cultural practice, and site-specific circumstances are subject to change as dictated by the Park Supervisor. All schedules shall be submitted in advance to the Park Supervisor for evaluation and approval.*

**12.1 SERVICES DUE DECEMBER-FEBRUARY**

- A. Prune groundcovers back to established edge. Cut off and dispose of dead flower stems such as on Achillea-Yarrow.
- B. Prune the following as needed to Pruning Quality Standards.

Abelia – also thin out old wood. Only new growth has flowers.

Junipers, December and January.

Honeysuckle, Hypericum, and Star Jasmine groundcovers, limiting height to two feet (2') in February.

Pampas grass flower removal and part of plant invading space of adjacent plants.

Cotoneaster, Pomegranate, and Pyracantha for fruit removal.

Red fescue grass cover shall be trimmed back to remove outside dead foliage. The clipping height shall be 3" to 6".

**12.2 SERVICES DUE MARCH-MAY**

- A. Unturfed vegetation, (i.e., slopes, planters), with residues of weed seeds made last year, will 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.
- B. Prune all plants overgrowing boundaries. One situation is vegetation-impeding traffic both horizontally and vertically.
- C. Pruning of the following shall be for size and shape control:

Raphiolepis shrubs: Remove terminals of dead flower and fruits.

Lantana in early March.

Hibiscus after frost and before new shoots.

Acacia after flowering: Cuts must be at a leafy bud. Naked stubs die back. Remove flush at origin.

Pampasgrass and flowers to prevent seeding.

Plumbago and Techomaria.

Toyon for removal of berries, besides size and shaping.





Other species shall be pruned only by request of City.

**12.3 SERVICES DUE JUNE-AUGUST**

A. Prune all plants overgrowing boundaries. Provide for clearance of traffic.

B. Pruning of the following shall be for size, shape and control as needed:

Baccharis – dead growth and plants.

Daylily, Lily-of-the-Nile, and pampasgrass for dead flower stems.

Dietes for clumps and competitive invasion of neighbors.

Myoporum and Melaleuca, Elaeagnus, Rosemary, Pittosporum, and Xylosma shrubs – if fruiting – remove.

C. Plants with new leaves, yellow between the veins, shall be treated by an approved method. Wash chemicals off of hard surfaces immediately after application to prevent staining.

D. In all lawns, small and enlarging patches of dying grass shall be treated for damage caused by pests eating roots or basal stems. If injured turf can be lifted like a piece of carpet, silver-colored grubs will be seen on soil. Treat surrounding area with an insecticide registered for grubs or billbug larvae. If there are no grubs, then cinch bugs may be the cause. Shake turf bottom side up over a newspaper. Tiny, black, mobile bugs will be seen. There are 2 to 3 insecticides registered for the control of cinch bugs.

E. Diseases that injure turf grasses are of short duration. Prevent temporary moisture stress in heat. No fungicidal spray will be necessary on either Tall Fescue or Bermuda grass.

**12.4 SERVICES DUE SEPTEMBER-NOVEMBER**

A. Prune all plants overgrowing edges. Prune for traffic clearance in height.

B. Pruning of the following shall be for size and shape control. A need will be clarified by City Park Supervisor where there is doubt. The reference for need is in the Training and Pruning Quality Standards in Section VIII.

Callistemon

Natal plum

Oleander

Honeysuckle

Star jasmine

Pampasgrass flowers

Unlisted species as specified by the City.



**CITY OF LONG BEACH  
PRUNING AND TRAINING QUALITY STANDARDS**

**LANDSCAPE AND FACILITIES MAINTENANCE  
CONTRACT AREAS 1, 2, 3, 4, 5 and 6**

- A. Shrubs, herbaceous plants, and groundcovers shall be pruned soon after the completion of a flowering/fruited cycle. Raphiolepis fruits are not wanted; neither are those littering the pavement.
1. Remove flower stems to point of origin.
  2. 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. Leave no butts or stubs. Do not trim off all foliage on one side with hedge shears. Shearing is only for hedges, after thinning out big, long shoots.
  3. 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.
- B. Prune off lower branches high enough for traffic clearance.
- C. Cut out dead, crossing, rubbing branches and v-shaped crotches, where applicable.
- 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 young tree unable to stand upright 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.
1. Ties and guys should be tight enough to support the tree but loose enough to allow for growth and a few inches of movement, and in place between stakes or tree trunk.
  2. Loosen ties that are so tight they are almost starting to girdle a branch or trunk.
  3. An immovable trunk in wet soil is an indication it can stand without support. Remove stakes or guy wires.
- 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.



# 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 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  
PARK INSPECTION PROGRAM AND SERVICE  
(P.I.P.S.)**

|                     |                            |
|---------------------|----------------------------|
| CONTRACT: _____     | PARK: _____                |
| CONTRACT REP: _____ | INSPECTOR: _____           |
| WEEK ENDING: _____  | INSPECTOR SIGNATURE: _____ |

| DAILY TASKS             | MON | TUES | WED | THURS | FRI |
|-------------------------|-----|------|-----|-------|-----|
| <i>Graffiti Removal</i> |     |      |     |       |     |
| <i>Litter/Debris</i>    |     |      |     |       |     |
| <i>Sand Areas Clean</i> |     |      |     |       |     |
| <i>Sweeping</i>         |     |      |     |       |     |

| WEEKLY TASKS              | STATUS* | DATE | MONTHLY TASKS                  | STATUS* | DATE |
|---------------------------|---------|------|--------------------------------|---------|------|
| <i>Mowing:</i>            |         |      | <i>Irrigation Survey:</i>      |         |      |
| <i>Mechanical Edging:</i> |         |      | <i>Clearance Tree Pruning:</i> |         |      |
| <i>Sweeping/Blowing:</i>  |         |      | <i>Mechanical Detailing:</i>   |         |      |
| Walks                     |         |      | General Turf Area              |         |      |
| Courts                    |         |      | Sports Turf/Infields           |         |      |
| Shelters                  |         |      | Deep Cushion/Play Area         |         |      |
| Patios                    |         |      | Raking                         |         |      |
| Bleachers                 |         |      | Chemical Edging                |         |      |
| Drinking Fountain Pads    |         |      | Chemical Detailing             |         |      |
| Parking Lot/Roadways      |         |      | Clear Irrigation Heads         |         |      |
| Picnic Tables             |         |      | <i>Chemical Weeding:</i>       |         |      |
| <i>Washing:</i>           |         |      | Ground Cover                   |         |      |
| Walks                     |         |      | Shrub Beds                     |         |      |
| Courts                    |         |      | Bare Areas                     |         |      |
| Shelters                  |         |      | Hardscape/Sidewalks            |         |      |
| Patios                    |         |      | Roadways                       |         |      |
| Bleachers/Hardscape       |         |      | Parking Lots                   |         |      |
| Picnic Tables             |         |      | Rodent Control                 |         |      |
| Park Bench                |         |      | Fencing/Backstops              |         |      |

| QUARTERLY TASKS        | STATUS* | DATE |
|------------------------|---------|------|
| <i>Hedge Trimming:</i> |         |      |
| <i>Shrub Pruning:</i>  |         |      |

**STATUS**

A = ACCEPTABLE    N = NOT ACCEPTABLE    N/A = NOT APPLICABLE



## City of Long Beach Irrigation Tracking Sheet

|                          |
|--------------------------|
| Controller No.: _____    |
| Location: _____          |
| Area of Operation: _____ |

|                          |
|--------------------------|
| Name: _____              |
| Date: ____ / ____ / ____ |
| Day: _____               |
| Vehicle #: _____         |

|                | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
|----------------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| OK             |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| Head Broken    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| Plugged Nozzle |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| Adjust Head    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| Low Head       |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| Broken Lateral |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| Solenoid       |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| Valve          |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| Diaphragm      |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| Other          |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |

### Landscape Condition

|         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|---------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Good    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Fair    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Poor    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Too Wet |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Stress  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

| Controller Program      | Yes | No | Comment      |
|-------------------------|-----|----|--------------|
| Recommended ET Schedule |     |    |              |
| Independent Program     |     |    |              |
| Log Update & Complete   |     |    |              |
| Meter No.:              |     |    | Meter Reads: |
| Meter No.:              |     |    | Meter Reads: |

| <u>Quantity</u> | <u>Materials Used</u> |
|-----------------|-----------------------|
|                 |                       |

**Comments:**

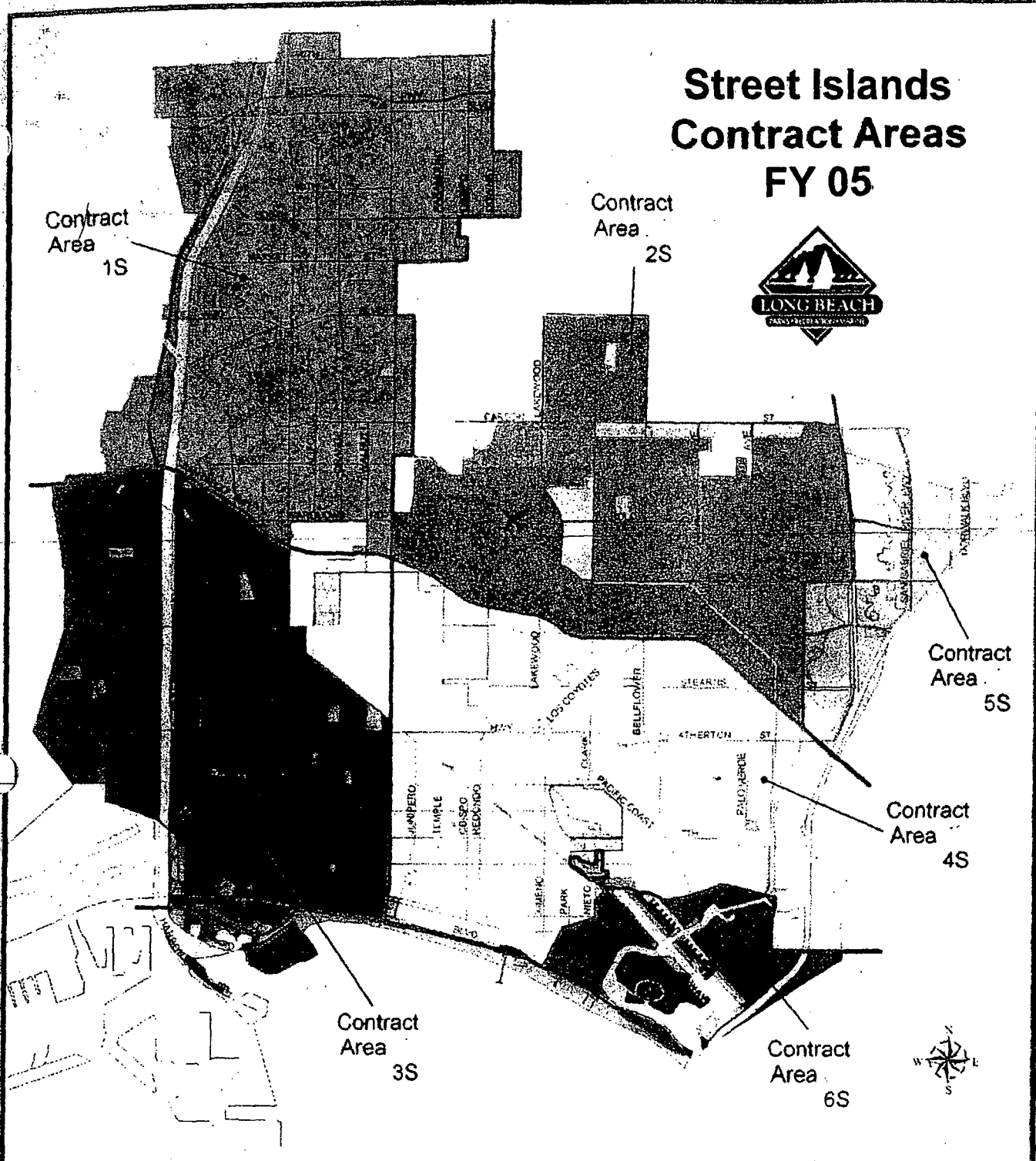


## City of Long Beach IRRIGATION CONTROLLER PROGRAM LOG

|             |           |       |
|-------------|-----------|-------|
| CONTROLLER: | LOCATION: | YEAR: |
| STATION     | RUN TIME  |       |
| 1           |           |       |
| 2           |           |       |
| 3           |           |       |
| 4           |           |       |
| 5           |           |       |
| 6           |           |       |
| 7           |           |       |
| 8           |           |       |
| 9           |           |       |
| 10          |           |       |
| 11          |           |       |
| 12          |           |       |
| 13          |           |       |
| 14          |           |       |
| 15          |           |       |
| 16          |           |       |
| 17          |           |       |
| 18          |           |       |
| 19          |           |       |
| 20          |           |       |
| 21          |           |       |
| 22          |           |       |
| 23          |           |       |
| 24          |           |       |
| START TIME  |           |       |
| REPEAT 1    |           |       |
| REPEAT 2    |           |       |
| REPEAT 3    |           |       |
| MONDAY      |           |       |
| TUESDAY     |           |       |
| WEDNESDAY   |           |       |
| THURSDAY    |           |       |
| FRIDAY      |           |       |
| SATURDAY    |           |       |
| SUNDAY      |           |       |
| W. BUDGET   |           |       |
| WEEKLY ET.  |           |       |
| INITIALS    |           |       |
| DATE        |           |       |



# Street Islands Contract Areas FY 05



## Legend

|  |                  |  |                              |
|--|------------------|--|------------------------------|
|  | Contract Area 1S |  | Contract Area 4S             |
|  | Contract Area 2S |  | Contract Area 5S (El Dorado) |
|  | Contract Area 3S |  | Contract Area 6S (Tidelands) |
|  | Civic Center     |  |                              |
|  |                  |  | S = Street Islands           |

CONTRACT AREA 1S (STREETS)

CITY OF LONG BEACH  
PROPOSAL BID SHEET

STREET LANDSCAPE MAINTENANCE

| PARKS-LANDSCAPE CONTRACT AREA 1S<br>BASE BID |  |             |                  |                |               |
|--|--|-------------|------------------|----------------|---------------|
| Item No.                                     | Location   | Turf (Acre) | Landscape (Acre) | Rate Per Month | Rate Per Year |
| 1  | 65 <sup>th</sup> St (200 block E)                      |             | .07              | 21.34          | 256.08        |
| 2  | 67 <sup>th</sup> St (West of Atlantic Ave)             | N/A         | .71              | \$216.49       | \$ 2,597.88   |
| 3  | Artesia Blvd (Downey Ave to Susana Rd)                 | N/A         | 2.14             | \$745.75       | \$ 8,949.00   |
| 4  | Atlantic Ave (70 <sup>th</sup> St to San Antonio Dr)   | .87         | 2.49             | \$1,170.89     | \$14,050.68   |
| 5  | California Ave (46 <sup>th</sup> St to San Antonio Dr) | .38         | .001             | \$116.17       | \$ 1,394.04   |
| 6  | Carson St (Cherry Ave to Gundry Ave)                   | N/A         | .41              | \$125.02       | \$ 1,500.24   |
| 7  | Cherry Ave (68 <sup>th</sup> St to Wardlow Rd)         | 1.31        | 2.09             | \$1,184.83     | \$14,217.96   |
| 8  | Coachella Ave (69 <sup>th</sup> St to Marker St)       | N/A         | .11              | \$33.54        | \$ 402.48     |
| 9  | Del Amo Blvd (Cherry Ave to Susana Rd)                 | N/A         | 3.94             | \$1,355.85     | \$16,270.20   |
| 10   | Del Mar Ave (Avery Pl to Los Cerritos Park Pl)         | N/A         | 1.63             | \$497.02       | \$ 5,964.24   |
| 11   | Downey Ave (Andy St to Harding St)                     | .98         | .06              | \$317.12       | \$ 3,805.44   |
| 12   | Long Beach Blvd (San Antonio Dr to Bort St)            | .82         | 1.25             | \$676.27       | \$ 8,115.24   |
| 13   | Neece St (@ Long Beach Blvd to Muriel Ave)             | N/A         | .001             | \$10.00        | \$ 120.00     |
| 14   | Orange Ave (Bixby Rd to RR n/of Del Amo Blvd)          | N/A         | 2.91             | \$1,014.08     | \$12,168.96   |
| 15   | Peace St @ Elm Ave                                     | N/A         | .04              | \$12.20        | \$ 146.40     |
| 16   | Pine Ave @ Locust Ave                                  | N/A         | .06              | \$18.30        | \$ 219.60     |
| 17   | San Antonio Dr (Long Beach Blvd to Cherry Ave)         | 1.52        | .17              | \$588.93       | \$ 7,067.16   |
| 18   | South St (East of Cherry Ave)                          | N/A         | .10              | \$30.49        | \$ 365.88     |
| 19   | Terminal St (Poppy St to Curry St)                     | N/A         | .08              | \$24.39        | \$ 292.68     |
| 20   | White Ave (Gordon St to Scott St)                      |             | .86              | \$262.23       | \$ 3,146.76   |
| 21   | Galliard Dr (Butler Ave to Belhurst Ave)               |             | .08              | \$24.39        | \$ 292.68     |
| 22   | Linden Ave (51 <sup>st</sup> St to Pleasant St)        |             | .20              | \$60.98        | \$ 731.76     |
| 23   | Jotham Pl @ Bixby Rd                                   |             | .02              | \$10.00        | \$ 120.00     |
| 24   | Mesa Way off Country Club Dr                           |             | .07              | \$21.34        | \$ 256.08     |
| 25   | Rio Ave (s/o 47 <sup>th</sup> St)                      |             | .08              | \$24.39        | \$ 292.68     |
| 26   | South St Tree Wells (Atlantic Ave to Market St)        |             | .62              | \$202.55       | \$ 2,430.60   |
| 27   | Roosevelt Rd @ Long Beach Blvd                         | .09         |                  | 27.44          | 329.28        |
| TOTAL ACREAGE AND RATES:                     |  | 5.97        | 20.19            | \$8,792.00     | \$105,504.00  |

CONTRACT AREA 2S and 5S (STREETS)

CITY OF LONG BEACH  
PROPOSAL BID SHEET

STREET LANDSCAPE MAINTENANCE

| PARKS-LANDSCAPE CONTRACT AREAS 2S and 5S<br>BASE BID |  |             |                  |                |               |
|--|--|-------------|------------------|----------------|---------------|
| Item No.   | Location   | Turf (Acre) | Landscape (Acre) | Rate Per Month | Rate Per Year |
| 1  | Woodson St (@w/side of Bloomfield Ave)   | N/A         | .11              | \$ 38.33       | \$ 459.96     |
| 2  | Bellflower Blvd (Del Amo Blvd to Adenmoor Ave and Willow St to Carson St)            | 3.8         |                  | \$ 1,324.22    | \$ 15,890.64  |
| 3  | Bloomfield Ave (Woodson St to Wardlow Rd)  | N/A         | .27              | \$ 94.09       | \$ 1,129.08   |
| 4  | Carson St (605 FWY to Lakewood Blvd)   | N/A         | 4.2              | \$ 1,463.62    | \$ 17,563.44  |
| 5  | Claremore Ave (Spring St to Cramer St)   | .01         | .01              | \$ 10.00       | \$ 120.00     |
| 6  | Conant St (Clark Ave to Woodruff Ave)  | .9          | .001             | \$ 313.63      | \$ 3,763.56   |
| 7  | El Dorado Dr (Wardlow Rd to Lilly Ave)   | .01         | .01              | \$ 10.00       | \$ 120.00     |
| 8  | Harco St (Bellflower Blvd to Woodruff Ave)   | .41         | N/A              | \$ 142.88      | \$ 1,714.56   |
| 9  | Lakewood Blvd (Willow St to Del Amo Blvd)  | .28         | .41              | \$ 240.45      | \$ 2,885.40   |
| 10   | Los Coyotes Diag (Willow St to Studebaker Rd)  | 1.8         | 1.2              | \$ 1,045.44    | \$ 12,545.28  |
| 11   | Mezzanine Way (Clark Ave to Woodruff Ave)  | 1.01        | N/A              | \$ 351.96      | \$ 4,223.52   |
| 12   | Monlaco Rd (Clark Ave to Woodruff Ave)   | .9          | N/A              | \$ 313.63      | \$ 3,763.56   |
| 13   | Norwalk Blvd (Coyote Creek to Ring St)   | N/A         | .7               | \$ 243.94      | \$ 2,927.28   |
| 14   | Ocana Ave (@Hanbury St)  | N/A         | .02              | \$ 10.00       | \$ 120.00     |
| 15   | Palo Verde Ave (405 FWY to Barbanell St and Conant St to Los Coyotes Diag)           | N/A         | .02              | \$ 10.00       | \$ 120.00     |
| 16   | Sebren Ave (@ Hanbury St)  | N/A         | .02              | \$ 10.00       | \$ 120.00     |
| 17   | Spring St (Coyote Creek to Temple Ave)   | 1.95        | 3.21             | \$ 1,798.16    | \$ 21,577.92  |
| 18   | Studebaker Rd (405 FWY to Carson St)   | 3.7         | .5               | \$ 1,463.62    | \$ 17,563.44  |
| 19   | Wardlow Rd (Clark Ave to Coyote Creek)   | 2.7         | 3.5              | \$ 2,160.55    | \$ 25,926.96  |
| 20   | Woodruff Ave (Carson St to Willow St and Willow St to Palo Verde Ave, n/side of FWY) | 6.0         | 1.7              | \$ 2,616.21    | \$ 31,394.52  |
| 21   | Willow St (605 FWY to Clark Ave)   | .90         | 1.43             | \$ 811.96      | \$ 9,743.52   |
| 22   | Clark Ave (Conant St to Willow St)   | 1.75        |                  | \$ 609.84      | \$ 7,318.08   |
| 23   | Parkcrest St (Palo Verde Ave to Studebaker Rd)                                       |             | .33              | \$ 115.00      | \$ 1,380.00   |
| 24   | Los Santos Dr (Petaluma Ave to Vuelta Grande Ave)                                    |             | .07              | \$ 24.39       | \$ 292.68     |
| RATES: TOTAL ACREAGE AND                             |  | 26.12       | 17.711           | \$ 15,221.95   | \$ 182,663.40 |

CONTRACT AREA 3S (STREETS)

CITY OF LONG BEACH  
PROPOSAL BID SHEET

STREET LANDSCAPE MAINTENANCE

| PARKS-LANDSCAPE CONTRACT AREA 3S<br>BASE BID |   |             |                  |                |               |
|--|---|-------------|------------------|----------------|---------------|
| Item No.                                     | Location  | Turf (Acre) | Landscape (Acre) | Rate Per Month | Rate Per Year |
| 1  | 1 <sup>st</sup> St @ Ocean Blvd   | .15         | .003             | \$52.27        | \$627.24      |
| 2  | 3 <sup>rd</sup> St @ 710 FWY  | N/A         | .2               | \$69.70        | \$836.40      |
| 3  | 6 <sup>th</sup> St (includes on & off ramps) @ 710 FWY  | N/A         | .33              | \$115.00       | \$1,380.00    |
| 4  | 7 <sup>th</sup> St @ 710 FWY  | N/A         | .45              | \$156.82       | \$1,881.84    |
| 5  | 9 <sup>th</sup> St @ 710 FWY  | N/A         | .008             | \$10.00        | \$120.00      |
| 6  | Alamitos Ave @ Broadway, @ 6 <sup>th</sup> St & @ 17 <sup>th</sup> St   | .07         | .95              | \$355.45       | \$4265.40     |
| 7  | Daisy Avenue Islands (PCH to Hill St & Spring St to 27 <sup>th</sup> St)  | 2.51        | .09              | \$906.05       | \$10,872.60   |
| 8  | Esther St (San Francisco Ave to LA River)   | .01         | .01              | \$10.00        | \$120.00      |
| 9  | Gale Ave (@ 19 <sup>th</sup> St, @ 27 <sup>th</sup> St, @ 16 <sup>th</sup> St, @ 17 <sup>th</sup> St, @ 15 <sup>th</sup> St & Gaylord St) | N/A         | .17              | \$59.24        | \$710.88      |
| 10   | Hill St   | N/A         | .15              | \$52.27        | \$627.24      |
| 11   | Long Beach Blvd (Ocean Blvd to Wardlow Rd)  | N/A         | 12.10            | \$4,163.90     | \$49,966.80   |
| 12   | Ocean Blvd (Golden Ave to Alboni Pl)  | .03         | 1.10             | \$393.78       | \$4,725.36    |
| 13   | Pacific Ave (PCH to Willow St & 32 <sup>nd</sup> St to 405 FWY)   | .06         | 2.66             | \$947.87       | \$11,374.44   |
| 14   | Pacific Place (Wardlow Rd to 405 FWY)   |             | .50              | 174.24         | 2,090.88      |
| 15   | PCH (@ Golden Ave) (@ TI FWY, n/side)   | .44         | 1.0              | \$501.81       | \$6,021.72    |
| 16   | West Police Dept (Santa Fe Ave @ PCH)   | N/A         | .39              | \$135.91       | \$1,630.92    |
| 17   | 710 FWY Terminus Islands (Shoreline Dr to 7 <sup>th</sup> St)   | 12.8        | .18              | \$4,523.27     | \$54,279.24   |
| 18   | San Francisco Ave (PCH to Anaheim St)   | .11         | .22              | \$115.00       | \$1,380.00    |
| 19   | Santa Fe Ave Ave (Anaheim St to 405 FWY)  | .01         | 2.55             | \$892.11       | \$10,705.32   |
| 20   | Sunrise Blvd (@ Olive Ave and Lime Ave)   | N/A         | .04              | \$13.94        | \$167.28      |
| 21   | Terminal Island FWY (PCH to Willow St)  | N/A         | 3.10             | \$1,080.29     | \$12,963.48   |
| 22   | Wardlow Rd (Long Beach Blvd to Hesperian Ave)   | N/A         | .58              | \$202.12       | \$2,425.44    |
| 23   | Willow St (TI FWY to Atlantic Ave)  | 1.20        | 2.16             | \$1,170.89     | \$14,050.68   |
| 24   | Queensway Dr (across from The Reef)   |             | 1.00             | \$348.48       | \$4,181.76    |
| 25   | Anaheim St (Oregon Ave to Seabright Ave c/d)  |             | .45              | 156.82         | \$1,881.84    |
| 26   | Anaheim St (Harbor Ave to Santa Fe Ave) c/d & n/sidewalk & tree wells   |             | .62              | \$216.06       | \$2,592.72    |
| 27   | Harbor Ave (Anaheim St to PCH-tree wells)   |             | .63              | \$219.54       | \$2,634.48    |
| 28   | DeForest Ave (1200 blk ice plant)   |             | .9               | \$313.63       | \$3,763.56    |
| 29   | DeForest Ave (Willow St to 23 <sup>rd</sup> St)   |             | 1.3              | \$453.02       | \$5,436.24    |
| 30   | Spring St (Long Beach Blvd to Atlantic Ave)   |             | .3               | \$104.54       | \$1,254.48    |
| 31   | Spring St (Delta Ave to Santa Fe Ave s/side)  |             | .03              | \$10.45        | \$125.40      |

|                          |   |       |        |              |               |
|--------------------------|---|-------|--------|--------------|---------------|
| 32                       | Cowles St (@ e/of Fashion Ave to FWY)                   |       | .04    | \$ 13.94     | \$ 167.28     |
| 33                       | Fairbanks Ave @ Chester Pl                              |       | .9     | \$ 313.63    | \$ 3,763.56   |
| 34                       | 39 <sup>th</sup> St (w/of Magnolia Ave)                 |       | .11    | \$ 38.33     | \$ 459.96     |
| 35                       | 34 <sup>th</sup> St (e/of DeForest Ave s/side)          |       | .05    | \$ 17.42     | \$ 209.04     |
| 36                       | Hill St near TI FWY (@Hudson Park)                      |       | .05    | \$ 17.42     | \$ 209.04     |
| 37                       | Webster Ave (s/of Arlington St)                         |       | .07    | \$ 24.39     | \$ 292.68     |
| 38                       | Crest Dr (Long Beach Blvd to Wardlow Rd)                |       | .07    | \$ 24.39     | \$ 292.68     |
| 39                       | Hesperian Ave (Wardlow Rd to s/of Arlington St)         |       | .57    | \$ 198.63    | \$ 2,383.56   |
| 40                       | Pacific Ave Station (Broadway to 6 <sup>th</sup> St)    |       | .32    | \$ 111.51    | \$ 1,338.12   |
| 41                       | Pacific Ave Tree Wells (Broadway to 6 <sup>th</sup> St) |       | .62    | 216.06       | 2,592.72      |
| 42                       | Long Beach Blvd Tree Wells (Ocean Blvd to Willow St)    |       | 6.2    | 2,160.58     | 25,926.96     |
| TOTAL ACREAGE AND RATES: |   | 17.39 | 43.171 | \$ 21,060.77 | \$ 252,729.24 |

CONTRACT AREA 4S (STREETS)

CITY OF LONG BEACH  
PROPOSAL BID SHEET

STREET LANDSCAPE MAINTENANCE

| PARKS-LANDSCAPE CONTRACT AREA 4S<br>BASE BID |  |             |                  |                |               |
|--|--|-------------|------------------|----------------|---------------|
| Item No.                                     | Location   | Turf (Acre) | Landscape (Acre) | Rate Per Month | Rate Per Year |
| 1  | 10 <sup>th</sup> St (@ Grand Ave)  | N/A         | .05              | \$17.42        | \$209.04      |
| 2  | 23 <sup>rd</sup> St (Bellflower Blvd to Marwick Ave)                               | N/A         | .18              | \$62.73        | \$752.76      |
| 3  | 25 <sup>th</sup> St (Clark Ave to Vernon St)                                       | N/A         | .33              | \$115.00       | \$1,380.00    |
| 4  | 7 <sup>th</sup> St (Margo Ave to Los Cerritos Channel)                             | N/A         | 1.01             | \$383.33       | \$4,599.96    |
| 5  | College Park Dr (Studebaker Rd to San Gabriel River)                               | N/A         | 1.02             | \$355.45       | \$4,265.40    |
| 6  | Fleet Services Bureau, 2600 Temple Ave (@ Temple Ave & Willow St)                  | .01         | .50              | \$177.72       | \$2,132.63    |
| 7  | Hidden Ln (Los Cerritos Channel to Studebaker Rd)                                  | N/A         | .07              | \$24.39        | \$292.68      |
| 8  | Lakewood Blvd (Traffic Circle to Willow St)  | .82         | 2.27             | \$1,076.80     | \$12,921.60   |
| 9  | Livingston Dr (Grand Ave to 2 <sup>nd</sup> St and @ St. Joseph Ave @ Argonne Ave) | 1.51        | 2.37             | \$1,352.10     | \$16,225.20   |
| 10   | Loynes Dr (Studebaker Rd to Bellflower Blvd)                                       | N/A         | 1.80             | \$627.26       | \$7,527.12    |
| 11   | Marwick Ave (Stearns St to Los Arcos St)   | N/A         | .18              | \$62.73        | \$752.76      |
| 12   | Palo Verde Ave (Anaheim St to 405 FWY)   | .37         | 4.0              | \$1,522.86     | \$18,274.32   |
| 13   | PCH (Clark Ave to 7 <sup>th</sup> St)  | .02         | .30              | \$111.51       | \$1,338.12    |
| 14   | East Division Police Station, 4800 Los Coyotes Diag (Los Coyotes Diag @ Park Ave)  | .02         | .21              | \$80.15        | \$961.80      |
| 15   | Radio Tower Site   | N/A         | .14              | \$48.79        | \$585.48      |
| 16   | Redondo Ave (@ 2 <sup>nd</sup> St)   | .13         | .04              | \$59.24        | \$710.88      |
| 17   | Stearns St (405 FWY to Bellflower Blvd)  | 1.51        | .37              | \$655.14       | \$7,861.68    |
| 18   | Studebaker Rd (405 FWY to 2 <sup>nd</sup> St)                                      | 5.40        | 1.60             | \$2,439.36     | \$29,272.32   |
| 19   | Traffic Circle (@ PCH, Lakewood Blvd & Los Coyotes Diag)                           | 1.94        | .29              | \$777.11       | \$9,325.32    |
| 20   | Vernon St (Clark Ave to Ximeno Ave and Ocana Ave to Fanwood Ave)                   | N/A         | .31              | \$108.03       | \$1,296.36    |
| 21   | Atherton St (Stevely Ave to Bellflower Blvd)                                       | .18         | 2.42             | \$906.05       | \$10,872.60   |
| 22   | Anaheim St (Palo Verde Ave to Studebaker Rd)                                       |             | .18              | \$62.73        | \$752.76      |
| 23   | Clark Ave (Willow St to Anaheim St)  |             | .60              | \$209.09       | \$2,509.08    |
| 24   | Park Ave and Garford St (between Los Coyotes Diag)                                 | .55         |                  | \$191.66       | \$2,299.92    |
| 25   | Terraine Ave Cul-de-Sac (@ Los Coyotes Diag)                                       | .09         | .10              | \$66.21        | \$794.52      |
| 26   | Margo Ave (7 <sup>th</sup> to 6 <sup>th</sup> Sts)                                 |             | .28              | \$97.57        | \$1,170.84    |
| 27   | Channel Dr (PCH to 7 <sup>th</sup> St)   |             | .07              | \$24.39        | \$292.68      |
| 28   | Bellflower Blvd (Loynes Dr to Willow St)   |             | 3.21             | \$1,118.62     | \$13,423.44   |
| 29   | Woodruff Ave (@ Los Arcos St)  | .14         |                  | \$48.79        | \$585.48      |
| 30   | Woodruff Ave (s/of FWY-Willow St to Palo Verde Ave)                                |             | .32              | \$111.51       | \$1,338.12    |

|                             |  |       |       |             |              |
|-----------------------------|--|-------|-------|-------------|--------------|
| 31                          | Bryant D including Bryant Dr E                             | .07   | .15   | \$76.67     | \$920.04     |
| 32                          | Bryant Rd (@ Anaheim Rd)                                   | .05   |       | \$17.42     | \$209.04     |
| 33                          | 2 <sup>nd</sup> St c/d (@ Island Village Dr)               |       | .82   | \$285.75    | \$3,429.00   |
| 34                          | 2 <sup>nd</sup> St (Island Village Dr)<br>Total for both } |       | 1.75  | \$609.84    | \$7,318.08   |
| 35                          | 2 <sup>nd</sup> St (to Bay Shore Ave)<br>Total for both }  |       |       | \$100.00    | \$1,200.00   |
| 36                          | PCH (n/side 2 <sup>nd</sup> St to Golden Sails             |       | .53   | \$184.69    | \$2,216.28   |
| 37                          | Willow St (Temple Ave to Clark Ave)                        | .37   | 1.65  | \$703.93    | \$8,447.16   |
| 38                          | 5-Points (@ Stearns St and Los Coyotes<br>Diag)            | .40   |       | \$139.39    | \$1,672.68   |
| 39                          | Energy Dept, 2400 E Spring St (Spring<br>St & Junipero Ave | .60   | 1.0   | \$557.57    | \$6,690.84   |
| 40                          | 29 <sup>th</sup> St (Temple Ave to Redondo Ave)            |       | 1.06  | \$369.39    | \$4,432.68   |
| 41                          | Faust Ave (2350 Faust Ave @ Woodruff<br>Ave)               |       | .04   | \$13.94     | \$167.28     |
| TOTAL ACREAGE AND<br>RATES: |  | 16.09 | 32.35 | \$15,952.33 | \$191,427.96 |

CONTRACT AREA 6S (STREETS)

CITY OF LONG BEACH  
PROPOSAL BID SHEET

STREET LANDSCAPE MAINTENANCE

| PARKS-LANDSCAPE CONTRACT AREA 6S<br>BASE BID |  |             |                  |                |               |
|--|--|-------------|------------------|----------------|---------------|
| Item No.                                     | Location   | Turf (Acre) | Landscape (Acre) | Rate Per Month | Rate Per Year |
| 1  | 2 <sup>nd</sup> St (Marina Dr to Bay Shore Ave)              | .27         | 2.98             | \$ 1,132.56    | \$ 13,590.72  |
| 2  | Appian Way (Bay Shore Ave to LBYC)                           | 1.35        | 4.75             | \$ 2,125.73    | \$ 25,508.76  |
| 3  | Bay Shore Ave (2 <sup>nd</sup> St to Appian Way)             | 1.22        | .50              | \$ 591.89      | \$ 7,102.68   |
| 4  | Colonnade Canal (@ Ravenna Dr)                               | .23         | .02              | \$ 87.12       | \$ 1,045.44   |
| 5  | Eliot St (@ Marina Way)                                      | N/A         | .28              | \$ 97.57       | \$ 1,170.84   |
| 6  | Marina Dr (2 <sup>nd</sup> St to Seal Beach Bridge)          | N/A         | .61              | \$ 212.57      | \$ 2,550.84   |
| 7  | Treasure Island Dr (@ Florence Wlk)                          | .08         | .008             | \$ 31.36       | \$ 376.32     |
| 8  | Ocean Blvd (Livingston Dr to 72 <sup>nd</sup> Pl)            | .95         | .80              | \$ 609.84      | \$ 7,318.08   |
| 9  | Appian Way Hardscape and Back-up Lot (Park Ave to Nieto Ave) |             | .40              | \$ 139.39      | \$ 1,672.68   |
| TOTAL<br>ACREAGE AND RATES:                  |  | 4.1         | 10.35            | \$ 5,028.03    | \$ 60,336.36  |



(To Be Filled In When Surety Is A Corporation)

**BIDDER'S BOND**

**CITY OF LONG BEACH**

KNOW ALL MEN BY THESE PRESENTS: That we, Azteca Landscape  
 \_\_\_\_\_, as Principal, and Insurance Company of the West  
 \_\_\_\_\_, a corporation, organized and existing under and by virtue of the  
 laws of the State of California, with its principal place of business in the City of San Diego  
 \_\_\_\_\_, State of California, with a paid up capital of not less than Two Hundred  
 Fifty Thousand Dollars (\$250,000.00), 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 of 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 Bid Amount---  
 \_\_\_\_\_ Dollars (\$ 10% of Bid Amount ), 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:

**Median & Landscaping Maintenance Services Bid No. PA-02103**

If the bid of said Principal hereto attached shall be accepted by the City of Long Beach and the contract  
 for delivery of goods, material, 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, be awarded to the Principal,  
 and if Principal shall enter into a contract therefore with the City of Long Beach within ten (10) days after the  
 contract is delivered to Principal for signature, and Principal shall, in connection with said 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.

**Azteca Landscape**

Name of Principal -- Typed

By:

Guerosa Tamas  
Signature of Principal's Officer

**Insurance Company of the West**

Name of Surety

By:

Donna J. Frowd  
Signature of Surety's Attorney-in-Fact Donna J. Frowd

(Principal and Surety Shall Attach Notary's Certificate of Acknowledgement of Execution)

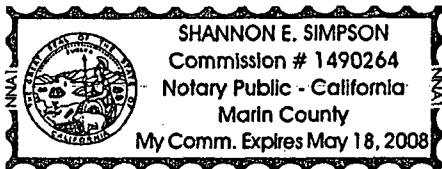
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Marin } ss.

On May 18, 2005 before me, Shannon E. Simpson, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Donna J. Frowd  
Name(s) of Signer(s)

- personally known to me
- 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.

Shannon E. Simpson  
Signature of Notary Public

**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: \_\_\_\_\_

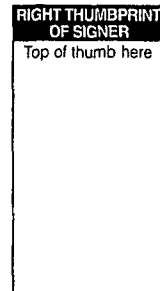
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_



ICW GROUP  
Power of Attorney  
Insurance Company of the West  
The Explorer Insurance Company Independence Casualty and Surety Company

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, The Explorer Insurance Company, a Corporation duly organized under the laws of the State of Arizona, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

SUSAN J. MCGOWAN, MICHAEL B. MCGOWAN, DONNA L. WELSH, DONNA J. FROWD, WILLIAM P. MCGOWAN, DEBBIE L. WELSH

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

IN WITNESS WHEREOF, the Companies have caused these presents to be executed by its duly authorized officers this 16th day of January, 2001.



INSURANCE COMPANY OF THE WEST  
THE EXPLORER INSURANCE COMPANY  
INDEPENDENCE CASUALTY AND SURETY COMPANY

*John H. Craig*

John H. Craig, Assistant Secretary

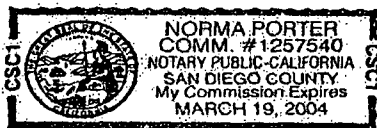
*John L. Hannum*

John L. Hannum, Executive Vice President

State of California }  
County of San Diego } ss.

On January 16, 2001, before me, Norma Porter, Notary Public, personally appeared John L. Hannum and John H. Craig, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.



*Norma Porter*

Norma Porter, Notary Public

RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, The Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 18th day of May, 2005.

*John H. Craig*

John H. Craig, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

**I.C.W. GROUP**

Insurance Company of The West  
The Explorer Insurance Company  
Independence Casualty and Surety Company  
11455 El Camino Real, San Diego, CA 92130-2045  
P.O. BOX 85563, San Diego, CA 92186-5563  
(858) 350-2400 FAX (858) 350-2707  
www.icwgroup.com

Bond Number: Bid Bond

**Terrorism Risk Rider**

This rider addresses the requirements of the Terrorism Risk Insurance Act of 2002.

In accordance with the above Act, we are providing this disclosure notice for all bonds on which one or more of the above identified companies is a surety.

Coverage for certified acts of terrorism is included in the attached bond and will be partially reimbursed by the United States under a formula established by the Act. The United States will pay 90% of covered terrorism losses in excess of a statutory established deductible to the insurance company issuing the bond.

In no way will the payment for loss on this bond exceed the limit of liability under this bond. This rider does not provide coverage for any loss that would otherwise be excluded by the terms of this bond.

The portion of the premium, for this bond, attributable to coverage for certified acts of terrorism under the Act is One Dollar (\$1.00).

**Important Notice:** The cost of terrorism coverage is subject to change on any bond that premium is charged annually.

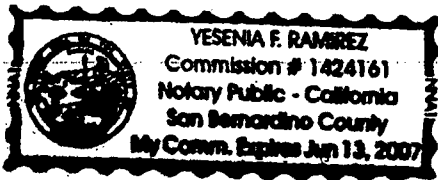
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of San Bernardino } ss.

On May 19<sup>th</sup>, 2005 before me, Yesenia F. Ramirez, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Aurora Farias

Name(s) of Signer(s)

- personally known to me
- 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.

[Signature]  
Signature of Notary Public

**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: Bidder's Bond

Document Date: May 18<sup>th</sup>, 2005 Number of Pages: 4

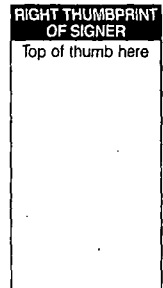
Signer(s) Other Than Named Above: Donna J. Frowd

**Capacity(ies) Claimed by Signer**

Signer's Name: Aurora Farias

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

Signer Is Representing: Arteca Landscape



## **Client References**

| <b>Client</b>  | <b>Contact</b>                        | <b>Description</b>                          |
|--|---------------------------------------|---|
| City of Bell<br>6330 Pine Ave.<br>Bell, CA 90201                             | Annette Peretz<br>(323) 588-6211      | Landscape Maintenance                       |
| City of Walnut<br>21201 La Puente Rd.<br>Walnut, CA 91789                    | Jesse Tarin<br>(909) 598-5605         | L.M. of Zones 1, 2, 3, 7 & 12               |
| City of West Covina<br>825 S. Sunset Ave.<br>West Covina, CA 91790           | Curt Roberts<br>(626) 939-8458        | L.M. of MD 4-97 Woodside Village District 4 |
| City of Whittier<br>13230 Penn St.<br>Whittier, CA 90602                     | Wayne Reynolds<br>(562) 464-3375      | Medians & Turf                              |
| City of Thousand Oaks<br>1993 Rancho Conejo Blvd.<br>Thousand Oaks, CA 91320 | Sandy McKnight<br>(805) 449-2499 x383 | Landscape Maintenance Services              |



On September 1975, Mr. Raul Farias and Mr. Jose Alfaro established their landscaping business as J & R Landscape Maintenance Co., Inc. Primarily catering to residential customers, they soon became involved in servicing municipalities. Since 1980, their primary customers have been cities in the Los Angeles, Orange, Riverside, San Bernardino, and San Diego Counties. In 1991, the two owners divided the corporation into two separate and independent corporate entities. On September 19, 1998, Mr. Raul Farias, unexpectedly passed away, leaving the company's future in the balance. Fortunately, Mrs. Aurora Farias, his widow, was able to continue the company and successfully bring its sales up from 3.5 million to 5.5 million in the past 4 years. Mrs. Farias has envisioned her staff as valuable assets to the company and through the years has demonstrated her appreciation to her staff.

Azteca Landscape has continued to provide service to the Los Angeles, San Bernardino, Riverside and Orange County municipalities and has obtained several County contracts. In the early 1990s, Azteca Landscape made a major business decision to pursue Los Angeles County as a potential customer in the area of landscape maintenance. We have found that the opportunity for growth is extraordinary; and we have experienced great success. We have maintained several County parks. Through dependability and hard work, Azteca Landscape has maintained long term relationships and satisfied customers for over ten years; for example, the City of West Covina and the City of Whittier.

## STAFF QUALIFICATIONS

Our field staff is experienced in the many facets of city maintenance projects including public parks, medians, parkways and golf court facilities. This hands-on field experience coupled with the high standards set forth by our company's field supervisor, foremen, and administrative staff, assures a superior level of service and reliability.

**Aurora Farias, President/CFO**, Since 1998, Ms. Farias has increased the company's sales by 36%. She has accomplished this with innovative administrative ideas and employing qualified staff to implement them.

**Rosa M. Lopez, Secretary/Controller**, holds a bachelor's degree in Business Administration. Ms. Lopez has extensive experience in financial analysis and currently oversees all the accounting procedures.

**Heriberto Farias, General Manager**, has 25 years of experience in all areas of city landscape maintenance and in particular in the maintenance requirements for public park facilities and medians. Mr. Farias is currently the Responsible Management Employee for the company's C-27 Contractors License.

**Nick Alvarado, Estimator & Sales Representative**, has 15 years of field experience and commitment to the customers' needs. Mr. Alvarado presently holds a Pest Control Applicator License. He is abreast in the knowledge required to offer solutions to any problems or concerns, which may arise.

**Yesenia F. Ramirez, HR/Payroll**, has been with our company for 11 years and currently handles all Human Resources and Payroll procedures for the company. Mrs. Ramirez holds an Associate of Science Degree in Business Administration from Mt. San Jacinto College in Menifee.

**Angelica Farias, Administrative Assistant**, has been with our company for 7 years and administers all aspects of bidding including Proposals, Bids, Contracts and Accounts Receivables. Ms. Farias holds an Associate of Science Degree in Business Administration from Chaffey College in Rancho Cucamonga.

## **Credit References**

| <b>Name of Institution</b>   | <b>Address</b>                                     | <b>Contact Person</b> | <b>Telephone#</b> |
|------------------------------|--|-----------------------|-------------------|
| AA Equipment                 | 10611 Ramona Ave.<br>Montclair, CA 91763           | Cynthia Shryock       | (909) 626-8586    |
| Target Specialty<br>Products | 15415 Marquardt Ave.<br>Santa Fe Springs, CA 90670 | Michelle Centeno      | (562) 352-3870    |
| Hydro-Scape<br>Products      | 5805 Kearny Villa Rd.<br>San Diego, CA 92123       | Lu Shaw<br>Acct.#9245 | (858) 522-1101    |
| Ewing Irrigation<br>Products | 3441 E. Harbour Dr.<br>Phoenix, AZ 85034           | Judy Wilheights       | (800) 343-9464    |
| Sunshine Growers             | 13130 Milliken Ave.<br>Ontario, CA 91761           | Coby                  | (909) 923-7277    |



# Azteca Landscape

## Work History

| <i>City</i>   | <i>Contact</i>                  | <i>Description</i>                              | <i>Reason Contract was not Extended</i>   |
|---|---------------------------------|---|---|
| Riverside<br>3900 Main Street<br>Riverside, CA 92522                      | Dean Ott<br>(909) 826-2067      | L.M. of 12 Neighborhood Parks - Group B         | Last optional year was completed as per our contract.                                     |
| Riverside<br>3900 Main Street<br>Riverside, CA 92522                      | Dean Ott<br>(909) 826-2067      | Park Lawn Mowing Maintenance                    | Last optional year was completed as per our contract.                                     |
| Orange County<br>16801 Euclid St.<br>Fountain Valley, CA 92708            | Rene Guzman<br>(714) 567-6257   | Maint. Services for Mile Square Regional Park   | Last optional year was completed as per our contract.                                     |
| Los Angeles County<br>2 Corral Circle<br>Monterey, CA 91755               | Gary Gareza<br>(323) 890-7194   | Property Maintenance at East Rancho Dominguez   | No budget was available for our services.   |
| County of Los Angeles<br>17250 E. Colima Rd.<br>Rowland Heights, CA 91748 | Norm Phillips<br>(626) 854-5560 | Mowing Services at Schabarum Park/Cont-66968    | Living wage ordinance was applied to all county contracts and no contracts were extended. |
| County of Los Angeles<br>120 Via Verde Dr.<br>San Dimas, CA 91773         | Frank Rivas<br>(909) 599-8411   | Mowing Services at Bonelli Park/Cont-66969      | Living wage ordinance was applied to all county contracts and no contracts were extended. |
| Walnut<br>21201 La Puente Rd.<br>Walnut, CA 91789                         | Jesse Tarin<br>(909) 598-5605   | Maint. District Zones 1,2,3,4,5,6,7,8&12        | Last optional year was completed as per our contract.                                     |
| Walnut<br>21201 La Puente Rd.<br>Walnut, CA 91789                         | Jesse Tarin<br>(909) 598-5605   | Maintenance of City Hall                        | Last optional year was completed as per our contract.                                     |
| Department of Motor Vehicle<br>1600 S. Garey Ave.<br>Pomona, CA 91766     | Pat O'Neil<br>(909) 397-5652    | L. M. @ Pomona D.M.V. Contract #01-555          | This contract was a one year contract.  |
| Chino<br>5050 Schaefer Ave.<br>Chino, CA 91710                            | Tom Mace<br>(909) 591-9882      | Track Homes in the City of Chino                | This contract was for 9 months until the bidding process could be completed.              |
| Chino<br>5050 Schaefer Ave.<br>Chino, CA 91710                            | Tom Mace<br>(909) 591-9882      | L. M. of Medians and Shrub Beds/Reservoir Sites | Last optional year was completed as per our contract.                                     |

| <i>City</i>  | <i>Contact</i>                     | <i>Description</i>   | <i>Reason Contract was not Extended</i>  |
|--|------------------------------------|--|--|
| Corona<br>115 W. Sixth Street<br>Corona, CA 92882                  | Rick Anaya<br>(909) 736-2245       | L. M. of PR9902 - Area 1                                       | Last optional year was completed as per our contract.                                  |
| County of Los Angeles<br>900 S. Fremont Ave.<br>Alhambra, CA 91803 | Bennie Henderson<br>(626) 458-3122 | Parkway Tree Planting Maint. Dist. 3 -2002/2003<br>RMD 3246026 | This contract was a one-time planting project to be completed within 45 days of award. |
| County of Los Angeles<br>900 S. Fremont Ave.<br>Alhambra, CA 91803 | Pedro Pan<br>(310) 337-1277        | Parkway Tree Planting Maintenance Dist. 1,<br>RMD1946092       | This contract was only a one year contract for tree planting.                          |
| County of Los Angeles<br>900 S. Fremont Ave.<br>Alhambra, CA 91803 | Jason Simmons<br>(562) 869-1176    | Parkway Tree Planting Proj. Road Maint. Dist. 4,<br>RMD4946005 | This contract was only a one year contract for tree planting.                          |

POLICY NUMBER: 1700003452-041

COMMERCIAL GENERAL LIABILITY  
Azteca Landscape, Inc.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS (FORM B)  
(CG 20 10 11 85)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

9/1/04

Name of Person or Organization:

City of Long Beach, its board, their respective officials employees and Agents-Excluding errors and omission  
As it pertains to Grounds Landscape Maintenance Service for Areas 1P – Norhtwest Parks 3P Southwest Parks 4-p  
Southeast Park, 5p-El Dorado Park & Vicinity Parks & 6P – Tidelands Parks.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an Insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**BLANKET ADDITIONAL INSURED (S)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization:

1. Required to be named as an additional insured in a written contract or agreement; and
2. Approved by us as an additional insured.

However, this amendment is subject to following:

1. This insurance does not apply to any person or organization not specifically approved by us as an additional insured;
2. Any insurance afforded an additional insured under this endorsement shall not begin before 12:01 A.M. on the date that person or organization is approved by us as an additional insured;
3. Regardless of the number of additional insureds, the limits of Insurance under this insurance shall not be increased;
4. Any Coverage that is not afforded under an additional insured's liability insurance for your acts, errors and omissions is also not afforded under this insurance;
5. No Coverage is provided under this insurance for liability based on the goods, products, acts, errors or omissions of an additional insured;
6. To the extent required under written contract, this insurance will apply to an additional insured as primary insurance and other insurance which may be available to such additional insured shall apply on an excess basis;
7. If required by a written contract, we waive our right to recovery against any additional insured because of payments we make for injury or damage arising out of:
  - a. Your ongoing operations, or
  - b. "Your Work" done under a contract with that additional insured and included in the "products-completed operations hazard".

# **AZTECA**

## **LANDSCAPE**

### ***Employee Health Insurance***

We will not provide health insurance for the employees; therefore, we will pay them the following rates:

Leadman: \$7.25 plus \$1.25 in lieu of providing health insurance for a total of \$8.50 per hour.

Laborers: \$7.25 plus \$1.25 in lieu of providing health insurance for a total of \$8.50 per hour.

Enclosed please find a copy of our current payroll reports for the Landscape Maintenance of the Northwest, Southwest, Southeast and Tideland Parks.

### ***Employees and Subcontractors***

We will have the following full-time staff and no part-time employees:

- |                           |                          |
|---------------------------|--------------------------|
| 1 – Supervisor            | 1 – Leadmen Mow Crew     |
| 2 – Irrigation Technician | 4 – Mowing Crew Laborers |
| 4 – Leadmen               | 9 – Laborers             |
| 1 – Spray Technician      |                          |

We will not subcontract any work for this contract.

Azteca Landscape

Payroll Register Condensed Report, Current  
 Sorted by Department and Name, For Department 12, Employee (58 Selected), Active Only, Include Non-Check Items  
 Pay Period 05/02/05 through 05/15/05

| Pay Type   | Hours/Units | Pay Rate | Pay Amount | Tax                              | Tax Amount | Deduction               | Deduct Amount       | Net Pay |
|--|-------------|----------|------------|----------------------------------|------------|-------------------------|---------------------|---------|
| Employee: 1847 - ALCARAZ, FERNANDO      WC Code: 0042                  |             |          |            |                                  |            |                         |                     |         |
| Pay Period: 05/02/05 - 05/15/05      Days: 10      Payment by: Check   |             |          |            |                                  |            |                         |                     |         |
| REGULAR  | 80.00 Hours | 8.0000   | 640.00     | Social Security Tax              | 39.68      | Check Date : 05/20/05   | Check Amt: 551.13   |         |
|  |             |          |            | Medicare Tax                     | 9.28       | Check# : 44164          |                     |         |
|  |             |          |            | Federal Withholding Tax          | 33.00      |                         |                     |         |
|  |             |          |            | California State Withholding Tax |            |                         |                     |         |
|  |             |          |            | CA SDI                           | 6.91       |                         |                     |         |
| Total  | 80.00       |          | 640.00     |                                  | 88.87      |                         |                     | 551.13  |
| Employee: 1879 - CANDELARIO, ALFREDO      WC Code: 0042                |             |          |            |                                  |            |                         |                     |         |
| Pay Period: 05/02/05 - 05/15/05      Days: 10      Payment by: Check   |             |          |            |                                  |            |                         |                     |         |
| OVERTIME   | 16.00 Hours | 12.7500  | 204.00     | Social Security Tax              | 54.81      | Check Date : 05/20/05   | Check Amt: 785.82   |         |
| REGULAR  | 80.00 Hours | 8.5000   | 680.00     | Medicare Tax                     | 12.82      | Check# : 44165          |                     |         |
|  |             |          |            | Federal Withholding Tax          | 21.00      |                         |                     |         |
|  |             |          |            | California State Withholding Tax |            |                         |                     |         |
|  |             |          |            | CA SDI                           | 9.55       |                         |                     |         |
| Total  | 96.00       |          | 884.00     |                                  | 98.18      |                         |                     | 785.82  |
| Employee: 1674 - CARDENAS, PRECILIANO      WC Code: 0042               |             |          |            |                                  |            |                         |                     |         |
| Pay Period: 05/02/05 - 05/15/05      Days: 10      Payment by: Check   |             |          |            |                                  |            |                         |                     |         |
| OVERTIME   | 8.00 Hours  | 13.5000  | 108.00     | Social Security Tax              | 51.34      | Check Date : 05/20/05   | Check Amt: 752.71   |         |
| REGULAR  | 80.00 Hours | 9.0000   | 720.00     | Medicare Tax                     | 12.01      | Check# : 44166          |                     |         |
|  |             |          |            | Federal Withholding Tax          | 3.00       |                         |                     |         |
|  |             |          |            | California State Withholding Tax |            |                         |                     |         |
|  |             |          |            | CA SDI                           | 8.94       |                         |                     |         |
| Total  | 88.00       |          | 828.00     |                                  | 75.29      |                         |                     | 752.71  |
| Employee: 1858 - CERRILLOS, BENJAMIN      WC Code: 0042                |             |          |            |                                  |            |                         |                     |         |
| Pay Period: 05/02/05 - 05/15/05      Days: 10      Payment by: Deposit |             |          |            |                                  |            |                         |                     |         |
| REGULAR  | 80.00 Hours | 8.0000   | 640.00     | Social Security Tax              | 39.68      | Deposit Date : 05/20/05 | Deposit Amt: 584.13 |         |
|  |             |          |            | Medicare Tax                     | 9.28       | Deposit# : 1000         |                     |         |
|  |             |          |            | Federal Withholding Tax          |            |                         |                     |         |
|  |             |          |            | California State Withholding Tax |            |                         |                     |         |
|  |             |          |            | CA SDI                           | 6.91       |                         |                     |         |
| Total  | 80.00       |          | 640.00     |                                  | 55.87      |                         |                     | 584.13  |



**Payroll Register Condensed Report, Current**  
**Sorted by Department and Name, For Department 12, Employee (58 Selected), Active Only, Include Non-Check Items**  
**Pay Period 05/02/05 through 05/15/05**

| Pay Type  | Hours/Units | Pay Rate | Pay Amount | Tax                              | Tax Amount | Deduction | Deduct Amount | Net Pay |
|---|-------------|----------|------------|----------------------------------|------------|-----------|---------------|---------|
| Department: 12 - Landscape Maintenance  |             |          |            |                                  |            |           |               |         |
| Sequence#: 8956      Employee: 1664 - CERRILLOS, CESAR      WC Code: 0042      Payment by: Check      |             |          |            |                                  |            |           |               |         |
| Posting Type: Regular      Pay Period: 05/02/05 - 05/15/05      Days: 10                              |             |          |            |                                  |            |           |               |         |
| REGULAR   | 64.00 Hours | 8.5000   | 544.00     | Social Security Tax              | 42.16      |           | 607.64        |         |
| REGULAR   | 16.00 Hours | 8.5000   | 136.00     | Medicare Tax                     | 9.86       |           |               |         |
|   |             |          |            | Federal Withholding Tax          | 13.00      |           |               |         |
|   |             |          |            | California State Withholding Tax | 7.34       |           |               |         |
|   |             |          |            | CA SDI                           | 72.36      |           |               | 607.64  |
| <b>Total</b>  |             |          |            |                                  |            |           |               |         |
| Department: 12 - Landscape Maintenance  |             |          |            |                                  |            |           |               |         |
| Sequence#: 8947      Employee: 1078 - CERRILLOS, CLEMENTE      WC Code: 0042      Payment by: Deposit |             |          |            |                                  |            |           |               |         |
| Posting Type: Regular      Pay Period: 05/02/05 - 05/15/05      Days: 10                              |             |          |            |                                  |            |           |               |         |
| OVERTIME  | 8.00 Hours  | 16.5000  | 132.00     | Social Security Tax              | 62.74      |           | 887.85        |         |
| REGULAR   | 80.00 Hours | 11.0000  | 880.00     | Medicare Tax                     | 14.67      |           |               |         |
|   |             |          |            | Federal Withholding Tax          | 30.00      |           |               |         |
|   |             |          |            | California State Withholding Tax | 5.81       |           |               |         |
|   |             |          |            | CA SDI                           | 10.93      |           |               | 887.85  |
| <b>Total</b>  |             |          |            |                                  |            |           |               |         |
| Department: 12 - Landscape Maintenance  |             |          |            |                                  |            |           |               |         |
| Sequence#: 8949      Employee: 1198 - FARIAS, MIGUEL      WC Code: 0042      Payment by: Check        |             |          |            |                                  |            |           |               |         |
| Posting Type: Regular      Pay Period: 05/02/05 - 05/15/05      Days: 10                              |             |          |            |                                  |            |           |               |         |
| OVERTIME  | 8.00 Hours  | 14.2500  | 114.00     | Social Security Tax              | 54.19      |           | 730.38        |         |
| REGULAR   | 64.00 Hours | 9.5000   | 608.00     | Medicare Tax                     | 12.67      |           |               |         |
| REGULAR   | 16.00 Hours | 9.5000   | 152.00     | Federal Withholding Tax          | 57.00      |           |               |         |
|   |             |          |            | California State Withholding Tax | 10.32      |           |               |         |
|   |             |          |            | CA SDI                           | 9.44       |           |               | 730.38  |
| <b>Total</b>  |             |          |            |                                  |            |           |               |         |
| Department: 12 - Landscape Maintenance  |             |          |            |                                  |            |           |               |         |
| Sequence#: 8974      Employee: 1955 - GARCIA, HECTOR      WC Code: 0042      Payment by: Check        |             |          |            |                                  |            |           |               |         |
| Posting Type: Regular      Pay Period: 05/02/05 - 05/15/05      Days: 10                              |             |          |            |                                  |            |           |               |         |
| REGULAR   | 80.00 Hours | 8.5000   | 680.00     | Social Security Tax              | 42.16      |           | 620.64        |         |
|   |             |          |            | Medicare Tax                     | 9.86       |           |               |         |
|   |             |          |            | Federal Withholding Tax          |            |           |               |         |
|   |             |          |            | California State Withholding Tax |            |           |               |         |
|   |             |          |            | CA SDI                           | 7.34       |           |               | 620.64  |
| <b>Total</b>  |             |          |            |                                  |            |           |               |         |



**Azteca Landscapes**  
**Payroll Register Condensed Report, Current**  
**Sorted by Department and Name, For Department 12, Employee (58 Selected), Active Only, Include Non-Check Items**  
**Pay Period 05/02/05 through 05/15/05**

| Pay Type   | Hours/Units  | Pay Rate | Pay Amount    | Tax                              | Tax Amount    | Deduction | Deduct Amount | Net Pay       |
|--|--------------|----------|---------------|----------------------------------|---------------|-----------|---------------|---------------|
| Employee: 1980 - GARCIA, RAFAEL      WC Code: 0042      Payment by: Check    |              |          |               |                                  |               |           |               |               |
| Pay Period: 05/02/05 - 05/15/05      Days: 10      Check Date: 05/20/05      |              |          |               |                                  |               |           |               |               |
| Check#: 44170  |              |          |               |                                  |               |           |               |               |
| REGULAR  | 80.00 Hours  | 10.0000  | 800.00        | Social Security Tax              | 49.60         |           |               |               |
|  |              |          |               | Medicare Tax                     | 11.60         |           |               |               |
|  |              |          |               | Federal Withholding Tax          | 12.00         |           |               |               |
|  |              |          |               | California State Withholding Tax |               |           |               |               |
|  |              |          |               | CA SDI                           | 8.64          |           |               |               |
| <b>Total</b>   | <b>80.00</b> |          | <b>800.00</b> |                                  | <b>81.84</b>  |           | <b>718.16</b> | <b>718.16</b> |
| Employee: 1734 - GEORGE, ROSALIO      WC Code: 0042      Payment by: Check   |              |          |               |                                  |               |           |               |               |
| Pay Period: 05/02/05 - 05/15/05      Days: 10      Check Date: 05/20/05      |              |          |               |                                  |               |           |               |               |
| Check#: 44171  |              |          |               |                                  |               |           |               |               |
| VERTIME  | 8.00 Hours   | 12.0000  | 96.00         | Social Security Tax              | 45.63         |           |               |               |
| REGULAR  | 80.00 Hours  | 8.0000   | 640.00        | Medicare Tax                     | 10.67         |           |               |               |
|  |              |          |               | Federal Withholding Tax          | 6.00          |           |               |               |
|  |              |          |               | California State Withholding Tax |               |           |               |               |
|  |              |          |               | CA SDI                           | 7.95          |           |               |               |
| <b>Total</b>   | <b>88.00</b> |          | <b>736.00</b> |                                  | <b>70.25</b>  |           | <b>665.75</b> | <b>665.75</b> |
| Employee: 1678 - HERNANDEZ, JOSE I      WC Code: 0042      Payment by: Check |              |          |               |                                  |               |           |               |               |
| Pay Period: 05/02/05 - 05/15/05      Days: 10      Check Date: 05/20/05      |              |          |               |                                  |               |           |               |               |
| Check#: 44172  |              |          |               |                                  |               |           |               |               |
| REGULAR  | 72.00 Hours  | 8.0000   | 576.00        | Social Security Tax              | 35.71         |           |               |               |
|  |              |          |               | Medicare Tax                     | 8.35          |           |               |               |
|  |              |          |               | Federal Withholding Tax          | 15.00         |           |               |               |
|  |              |          |               | California State Withholding Tax | 1.27          |           |               |               |
|  |              |          |               | CA SDI                           | 6.22          |           |               |               |
| <b>Total</b>   | <b>72.00</b> |          | <b>576.00</b> |                                  | <b>66.55</b>  |           | <b>509.45</b> | <b>509.45</b> |
| Employee: 1557 - LARIOS, SALVADOR      WC Code: 0042      Payment by: Check  |              |          |               |                                  |               |           |               |               |
| Pay Period: 05/02/05 - 05/15/05      Days: 10      Check Date: 05/20/05      |              |          |               |                                  |               |           |               |               |
| Check#: 44173  |              |          |               |                                  |               |           |               |               |
| VERTIME  | 8.00 Hours   | 12.0000  | 96.00         | Social Security Tax              | 45.63         |           |               |               |
| REGULAR  | 80.00 Hours  | 8.0000   | 640.00        | Medicare Tax                     | 10.67         |           |               |               |
|  |              |          |               | Federal Withholding Tax          | 44.00         |           |               |               |
|  |              |          |               | California State Withholding Tax | 4.46          |           |               |               |
|  |              |          |               | CA SDI                           | 7.95          |           |               |               |
| <b>Total</b>   | <b>88.00</b> |          | <b>736.00</b> |                                  | <b>112.71</b> |           | <b>623.29</b> | <b>623.29</b> |



Azteca Landscape

Payroll Register Condensed Report, Current  
 Sorted by Department and Name, For Department 12, Employee (58 Selected), Active Only, Include Non-Check Items  
 Pay Period 05/02/05 through 05/15/05

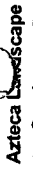
| Pay Type  | Hours/Units           | Pay Rate | Pay Amount | Tax                              | Tax Amount | Deduction             | Deduct Amount     | Net Pay |
|---|-----------------------|----------|------------|----------------------------------|------------|-----------------------|-------------------|---------|
| Employee: 1859 - LEYVA, JUAN MANUEL      WC Code: 0042      Payment by: Check |                       |          |            |                                  |            |                       |                   |         |
| Department: 12 - Landscape Maintenance  |                       |          |            | Days: 10                         |            | Check Date : 05/20/05 | Check Amt: 618.14 |         |
| Sequence#: 8966   | Posting Type: Regular | 9.0000   | 720.00     | Social Security Tax              | 44.64      | Check#: 44174         |                   |         |
| REGULAR   | 80.00 Hours           |          |            | Medicare Tax                     | 10.44      |                       |                   |         |
|   |                       |          |            | Federal Withholding Tax          | 41.00      |                       |                   |         |
|   |                       |          |            | California State Withholding Tax |            |                       |                   |         |
|   |                       |          |            | CA SDI                           | 7.78       |                       |                   |         |
| Total   | 80.00                 |          | 720.00     |                                  | 103.86     |                       |                   | 616.14  |
| Employee: 1332 - LEZAMA, GERVACIO      WC Code: 0042      Payment by: Check   |                       |          |            |                                  |            |                       |                   |         |
| Department: 12 - Landscape Maintenance  |                       |          |            | Days: 10                         |            | Check Date : 05/20/05 | Check Amt: 528.00 |         |
| Sequence#: 8950   | Posting Type: Regular | 8.0000   | 640.00     | Social Security Tax              | 39.68      | Check#: 44175         |                   |         |
| REGULAR   | 80.00 Hours           |          |            | Medicare Tax                     | 9.28       | GARNISHMENT           | 55.13             |         |
|   |                       |          |            | Federal Withholding Tax          |            |                       |                   |         |
|   |                       |          |            | California State Withholding Tax |            |                       |                   |         |
|   |                       |          |            | CA SDI                           | 6.91       |                       |                   |         |
| Total   | 80.00                 |          | 640.00     |                                  | 55.87      |                       |                   | 529.00  |
| Employee: 1877 - LINARES, JOSE C      WC Code: 0042      Payment by: Check    |                       |          |            |                                  |            |                       |                   |         |
| Department: 12 - Landscape Maintenance  |                       |          |            | Days: 10                         |            | Check Date : 05/20/05 | Check Amt: 756.37 |         |
| Sequence#: 8969   | Posting Type: Regular | 12.0000  | 192.00     | Social Security Tax              | 51.58      | Check#: 44176         |                   |         |
| VERTIME   | 16.00 Hours           |          |            | Medicare Tax                     | 12.06      |                       |                   |         |
| REGULAR   | 80.00 Hours           |          |            | Federal Withholding Tax          | 3.00       |                       |                   |         |
|   |                       |          |            | California State Withholding Tax |            |                       |                   |         |
|   |                       |          |            | CA SDI                           | 8.99       |                       |                   |         |
| Total   | 96.00                 |          | 832.00     |                                  | 75.63      |                       |                   | 756.37  |
| Employee: 1868 - LOPEZ, FIDEL      WC Code: 0042      Payment by: Check       |                       |          |            |                                  |            |                       |                   |         |
| Department: 12 - Landscape Maintenance  |                       |          |            | Days: 10                         |            | Check Date : 05/20/05 | Check Amt: 828.29 |         |
| Sequence#: 8967   | Posting Type: Regular | 13.5000  | 216.00     | Social Security Tax              | 58.03      | Check#: 44177         |                   |         |
| VERTIME   | 16.00 Hours           |          |            | Medicare Tax                     | 13.57      |                       |                   |         |
| REGULAR   | 80.00 Hours           |          |            | Federal Withholding Tax          | 26.00      |                       |                   |         |
|   |                       |          |            | California State Withholding Tax |            |                       |                   |         |
|   |                       |          |            | CA SDI                           | 10.11      |                       |                   |         |
| Total   | 96.00                 |          | 936.00     |                                  | 107.71     |                       |                   | 828.29  |



Azteca Landscape  
Payroll Register Condensed Report, Current  
Sorted by Department and Name, For Department 12, Employee (56 Selected), Active Only, Include Non-Check Items  
Pay Period 05/02/05 through 05/15/05

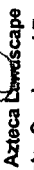
| Pay Type  | Hours/Units | Pay Rate   | Pay Amount | Tax                              | Tax Amount | Deduction              | Deduct Amount | Net Pay  |
|---|-------------|------------|------------|----------------------------------|------------|------------------------|---------------|----------|
| Department: 12 - Landscape Maintenance Employee: 1545 - LOPEZ, JOSE LUIS WC Code: 0042                                |             |            |            |                                  |            |                        |               |          |
| Sequence#: 8953 Posting Type: Regular Pay Period: 05/02/05 - 05/15/05 Days: 10 Payment by: Check Check Date: 05/20/05 |             |            |            |                                  |            |                        |               |          |
| REGULAR   | 80.00       | 8.0000     | 640.00     | Social Security Tax              | 39.68      | Check#: 44178          | 584.13        |          |
|   |             |            |            | Medicare Tax                     | 9.28       |                        |               |          |
|   |             |            |            | Federal Withholding Tax          |            |                        |               |          |
|   |             |            |            | California State Withholding Tax |            |                        |               |          |
|   |             |            |            | CA SDI                           | 6.91       |                        |               |          |
| Total   | 80.00       |            | 640.00     |                                  | 55.87      | Deposit Date: 05/20/05 | 1,433.43      | 584.13   |
| Employee: 1343 - LOPEZ, JUAN PEDRO WC Code: 0042  |             |            |            |                                  |            |                        |               |          |
| Sequence#: 8952 Posting Type: Regular Pay Period: 05/02/05 - 05/15/05 Days: 10 Payment by: Deposit Deposit#: 999      |             |            |            |                                  |            |                        |               |          |
| VERTIME   | 8.00        | 28.8461    | 230.77     | Social Security Tax              | 109.69     |                        |               |          |
| ALARY   | 80.00       | 1,538.4600 | 1,538.46   | Medicare Tax                     | 25.65      |                        |               |          |
|   |             |            |            | Federal Withholding Tax          | 154.00     |                        |               |          |
|   |             |            |            | California State Withholding Tax | 27.35      |                        |               |          |
|   |             |            |            | CA SDI                           | 19.11      |                        |               |          |
| Total   | 88.00       |            | 1,769.23   |                                  | 335.80     | Check Date: 05/20/05   | 607.64        | 1,433.43 |
| Employee: 1872 - MAGALLON, ALFONSO WC Code: 0042  |             |            |            |                                  |            |                        |               |          |
| Sequence#: 8968 Posting Type: Regular Pay Period: 05/02/05 - 05/15/05 Days: 10 Payment by: Check Check#: 44179        |             |            |            |                                  |            |                        |               |          |
| EGULAR  | 80.00       | 8.5000     | 680.00     | Social Security Tax              | 42.16      |                        |               |          |
|   |             |            |            | Medicare Tax                     | 9.86       |                        |               |          |
|   |             |            |            | Federal Withholding Tax          | 13.00      |                        |               |          |
|   |             |            |            | California State Withholding Tax |            |                        |               |          |
|   |             |            |            | CA SDI                           | 7.34       |                        |               |          |
| Total   | 80.00       |            | 680.00     |                                  | 72.36      | Check Date: 05/20/05   | 584.13        | 607.64   |
| Employee: 1703 - MEZA, ONESIMO WC Code: 0042  |             |            |            |                                  |            |                        |               |          |
| Sequence#: 8959 Posting Type: Regular Pay Period: 05/02/05 - 05/15/05 Days: 10 Payment by: Check Check#: 44180        |             |            |            |                                  |            |                        |               |          |
| EGULAR  | 80.00       | 8.0000     | 640.00     | Social Security Tax              | 39.68      |                        |               |          |
|   |             |            |            | Medicare Tax                     | 9.28       |                        |               |          |
|   |             |            |            | Federal Withholding Tax          |            |                        |               |          |
|   |             |            |            | California State Withholding Tax |            |                        |               |          |
|   |             |            |            | CA SDI                           | 6.91       |                        |               |          |
| Total   | 80.00       |            | 640.00     |                                  | 55.87      | Check Date: 05/20/05   | 584.13        | 584.13   |

Date: 05/19/05 at 9:00



Azteca Landscapes  
Payroll Register Condensed Report, Current  
Sorted by Department and Name, For Department 12, Employee (58 Selected), Active Only, Include Non-Check Items  
Pay Period 05/02/05 through 05/15/05

| Pay Type   | Hours/Units | Pay Rate | Pay Amount | Tax                              | Tax Amount | Deduction               | Deduct Amount       | Net Pay |
|--|-------------|----------|------------|----------------------------------|------------|-------------------------|---------------------|---------|
| Department: 12 - Landscape Maintenance Employee: 1969 - MIRANDA, JOSE J  |             |          |            |                                  |            |                         |                     |         |
| Sequence#: 8975 Posting Type: Regular Pay Period: 05/02/05 - 05/15/05 Days: 10 Payment by: Check WC Code: 0042   |             |          |            |                                  |            |                         |                     |         |
| REGULAR  | 80.00 Hours | 7.5000   | 600.00     | Social Security Tax              | 37.20      | Check Date : 05/20/05   | Check Amt: 547.62   |         |
|  |             |          |            | Medicare Tax                     | 8.70       | Check#: 44181           |                     |         |
|  |             |          |            | Federal Withholding Tax          |            |                         |                     |         |
|  |             |          |            | California State Withholding Tax |            |                         |                     |         |
|  |             |          |            | CA SDI                           | 6.48       |                         |                     |         |
| <b>Total</b>   | 80.00       |          | 600.00     |                                  | 52.38      |                         | 656.43              | 547.62  |
| Department: 12 - Landscape Maintenance Employee: 1841 - NARANJO, ADRIAN  |             |          |            |                                  |            |                         |                     |         |
| Sequence#: 8963 Posting Type: Regular Pay Period: 05/02/05 - 05/15/05 Days: 10 Payment by: Check WC Code: 0042   |             |          |            |                                  |            |                         |                     |         |
| OVERTIME   | 8.00 Hours  | 12.7500  | 102.00     | Social Security Tax              | 48.48      | Check Date : 05/20/05   | Check Amt: 656.43   |         |
| REGULAR  | 80.00 Hours | 8.5000   | 680.00     | Medicare Tax                     | 11.34      | Check#: 44182           |                     |         |
|  |             |          |            | Federal Withholding Tax          | 51.00      |                         |                     |         |
|  |             |          |            | California State Withholding Tax | 6.30       |                         |                     |         |
|  |             |          |            | CA SDI                           | 8.45       |                         |                     |         |
| <b>Total</b>   | 88.00       |          | 782.00     |                                  | 125.57     |                         | 844.31              | 656.43  |
| Department: 12 - Landscape Maintenance Employee: 1074 - NARANJO, GILBERTO  |             |          |            |                                  |            |                         |                     |         |
| Sequence#: 8946 Posting Type: Regular Pay Period: 05/02/05 - 05/15/05 Days: 10 Payment by: Deposit WC Code: 0042 |             |          |            |                                  |            |                         |                     |         |
| OVERTIME   | 8.00 Hours  | 16.5000  | 132.00     | Social Security Tax              | 62.74      | Deposit Date : 05/20/05 | Deposit Amt: 844.31 |         |
| REGULAR  | 80.00 Hours | 11.0000  | 880.00     | Medicare Tax                     | 14.67      | Deposit#: 996           |                     |         |
|  |             |          |            | Federal Withholding Tax          | 67.00      |                         |                     |         |
|  |             |          |            | California State Withholding Tax | 12.35      |                         |                     |         |
|  |             |          |            | CA SDI                           | 10.93      |                         |                     |         |
| <b>Total</b>   | 88.00       |          | 1,012.00   |                                  | 167.69     |                         | 579.75              | 844.31  |
| Department: 12 - Landscape Maintenance Employee: 1979 - NARANJO, JESUS   |             |          |            |                                  |            |                         |                     |         |
| Sequence#: 8977 Posting Type: Regular Pay Period: 05/02/05 - 05/15/05 Days: 10 Payment by: Check WC Code: 0042   |             |          |            |                                  |            |                         |                     |         |
| OVERTIME   | 8.00 Hours  | 12.0000  | 96.00      | Social Security Tax              | 45.63      | Check Date : 05/20/05   | Check Amt: 579.75   |         |
| REGULAR  | 80.00 Hours | 8.0000   | 640.00     | Medicare Tax                     | 10.67      | Check#: 44183           |                     |         |
|  |             |          |            | Federal Withholding Tax          | 81.00      |                         |                     |         |
|  |             |          |            | California State Withholding Tax | 11.00      |                         |                     |         |
|  |             |          |            | CA SDI                           | 7.95       |                         |                     |         |
| <b>Total</b>   | 88.00       |          | 736.00     |                                  | 156.25     |                         | 579.75              | 844.31  |



**Azteca Landscapes**  
**Payroll Register Condensed Report, Current**  
**Sorted by Department and Name, For Department 12, Employee (8 Selected), Active Only, Include Non-Check Items**  
**Pay Period 05/02/05 through 05/15/05**

| Pay Type   | Hours/Units  | Pay Rate | Pay Amount    | Tax                              | Tax Amount    | Deduction   | Deduct Amount | Net Pay       |
|--|--------------|----------|---------------|----------------------------------|---------------|---|---------------|---------------|
| Department: 12 - Landscape Maintenance<br>Employee: 1104 - NARANJO, SAMUEL<br>Sequence#: 8948<br>Posting Type: Regular<br>Pay Period: 05/02/05 - 05/15/05<br>WC Code: 0042<br>Days: 10<br>Payment by: Deposit  |              |          |               |                                  |               |   |               |               |
| OVERTIME   | 8.00 Hours   | 12.7500  | 102.00        | Social Security Tax              | 48.48         | Deposit Date : 05/20/05<br>Deposit#: 998              | 656.43        |               |
| REGULAR  | 80.00 Hours  | 8.5000   | 680.00        | Medicare Tax                     | 11.34         |   |               |               |
|  |              |          |               | Federal Withholding Tax          | 51.00         |   |               |               |
|  |              |          |               | California State Withholding Tax | 6.30          |   |               |               |
|  |              |          |               | CA SDI                           | 8.45          |   |               |               |
| <b>Total</b>   | <b>88.00</b> |          | <b>782.00</b> |                                  | <b>125.57</b> |   |               | <b>656.43</b> |
| Department: 12 - Landscape Maintenance<br>Employee: 1917 - OCON, JOSE<br>Sequence#: 8972<br>Posting Type: Regular<br>Pay Period: 05/02/05 - 05/15/05<br>WC Code: 0042<br>Days: 10<br>Payment by: Check         |              |          |               |                                  |               |   |               |               |
| OVERTIME   | 16.00 Hours  | 12.0000  | 192.00        | Social Security Tax              | 51.58         | Check Date : 05/20/05<br>Check#: 44184                | 733.61        |               |
| REGULAR  | 80.00 Hours  | 8.0000   | 640.00        | Medicare Tax                     | 12.06         |   |               |               |
|  |              |          |               | Federal Withholding Tax          | 24.00         |   |               |               |
|  |              |          |               | California State Withholding Tax | 1.76          |   |               |               |
|  |              |          |               | CA SDI                           | 8.99          |   |               |               |
| <b>Total</b>   | <b>96.00</b> |          | <b>832.00</b> |                                  | <b>98.39</b>  |   |               | <b>733.61</b> |
| Department: 12 - Landscape Maintenance<br>Employee: 1782 - PEREGRINA, CARLOS<br>Sequence#: 8962<br>Posting Type: Regular<br>Pay Period: 05/02/05 - 05/15/05<br>WC Code: 0042<br>Days: 10<br>Payment by: Check  |              |          |               |                                  |               |   |               |               |
| REGULAR  | 80.00 Hours  | 8.0000   | 640.00        | Social Security Tax              | 39.68         | Check Date : 05/20/05<br>Check#: 44185<br>GARNISHMENT | 584.13        |               |
|  |              |          |               | Medicare Tax                     | 9.28          |   |               |               |
|  |              |          |               | Federal Withholding Tax          |               |   |               |               |
|  |              |          |               | California State Withholding Tax |               |   |               |               |
|  |              |          |               | CA SDI                           | 6.91          |   |               |               |
| <b>Total</b>   | <b>80.00</b> |          | <b>640.00</b> |                                  | <b>55.87</b>  |   |               | <b>584.13</b> |
| Department: 12 - Landscape Maintenance<br>Employee: 1707 - PEREGRINA, ZENAIDO<br>Sequence#: 8960<br>Posting Type: Regular<br>Pay Period: 05/02/05 - 05/15/05<br>WC Code: 0042<br>Days: 10<br>Payment by: Check |              |          |               |                                  |               |   |               |               |
| REGULAR  | 80.00 Hours  | 8.0000   | 640.00        | Social Security Tax              | 39.68         | Check Date : 05/20/05<br>Check#: 44186                | 584.13        |               |
|  |              |          |               | Medicare Tax                     | 9.28          |   |               |               |
|  |              |          |               | Federal Withholding Tax          |               |   |               |               |
|  |              |          |               | California State Withholding Tax |               |   |               |               |
|  |              |          |               | CA SDI                           | 6.91          |   |               |               |
| <b>Total</b>   | <b>80.00</b> |          | <b>640.00</b> |                                  | <b>55.87</b>  |   |               | <b>584.13</b> |



**Azteca Landscapes**  
**Payroll Register Condensed Report, Current**  
**Sorted by Department and Name, For Department 12, Employee (\$8 Selected), Active Only, Include Non-Check Items**  
**Pay Period 05/02/05 through 05/15/05**

| Pay Type   | Hours/Units           | Pay Rate | Pay Amount                      | Tax                              | Tax Amount | Deduction               | Deduct Amount       | Net Pay |
|--|-----------------------|----------|---------------------------------|----------------------------------|------------|-------------------------|---------------------|---------|
| Employee: 1928 - RODRIGUEZ, EFRAIN      WC Code: 0042      Payment by: Deposit |                       |          |                                 |                                  |            |                         |                     |         |
| Department: 12 - Landscape Maintenance   |                       |          |                                 | Days: 10                         |            | Deposit Date : 05/20/05 | Deposit Amt: 592.47 |         |
| Sequence#: 8973  | Posting Type: Regular |          | Pay Period: 05/02/05 - 05/15/05 |                                  |            | Deposit#: 1001          |                     |         |
| REGULAR  | 80.00 Hours           | 8.5000   | 680.00                          | Social Security Tax              | 42.16      |                         |                     |         |
|  |                       |          |                                 | Medicare Tax                     | 9.86       |                         |                     |         |
|  |                       |          |                                 | Federal Withholding Tax          | 25.00      |                         |                     |         |
|  |                       |          |                                 | California State Withholding Tax | 3.17       |                         |                     |         |
|  |                       |          |                                 | CA SDI                           | 7.34       |                         |                     |         |
| <b>Total</b>   | 80.00                 |          | 680.00                          |                                  | 87.53      |                         | 607.64              | 592.47  |
| Employee: 1978 - SANCHEZ, IRINEO      WC Code: 0042      Payment by: Check     |                       |          |                                 |                                  |            |                         |                     |         |
| Department: 12 - Landscape Maintenance   |                       |          |                                 | Days: 10                         |            | Check Date : 05/20/05   | Check Amt: 607.64   |         |
| Sequence#: 8976  | Posting Type: Regular |          | Pay Period: 05/02/05 - 05/15/05 |                                  |            | Check#: 44187           |                     |         |
| REGULAR  | 80.00 Hours           | 8.5000   | 680.00                          | Social Security Tax              | 42.16      |                         |                     |         |
|  |                       |          |                                 | Medicare Tax                     | 9.86       |                         |                     |         |
|  |                       |          |                                 | Federal Withholding Tax          | 13.00      |                         |                     |         |
|  |                       |          |                                 | California State Withholding Tax |            |                         |                     |         |
|  |                       |          |                                 | CA SDI                           | 7.34       |                         |                     |         |
| <b>Total</b>   | 80.00                 |          | 680.00                          |                                  | 72.36      |                         | 671.75              | 607.64  |
| Employee: 1885 - SANDOVAL, LUIS      WC Code: 0042      Payment by: Check      |                       |          |                                 |                                  |            |                         |                     |         |
| Department: 12 - Landscape Maintenance   |                       |          |                                 | Days: 10                         |            | Check Date : 05/20/05   | Check Amt: 671.75   |         |
| Sequence#: 8971  | Posting Type: Regular |          | Pay Period: 05/02/05 - 05/15/05 |                                  |            | Check#: 44188           |                     |         |
| VERTIME  | 8.00 Hours            | 12.0000  | 96.00                           | Social Security Tax              | 45.63      |                         |                     |         |
| REGULAR  | 80.00 Hours           | 8.0000   | 640.00                          | Medicare Tax                     | 10.67      |                         |                     |         |
|  |                       |          |                                 | Federal Withholding Tax          |            |                         |                     |         |
|  |                       |          |                                 | California State Withholding Tax |            |                         |                     |         |
|  |                       |          |                                 | CA SDI                           | 7.95       |                         |                     |         |
| <b>Total</b>   | 88.00                 |          | 736.00                          |                                  | 64.25      |                         | 671.75              | 671.75  |
| Employee: 1337 - VENEGAS, ANDRES      WC Code: 0042      Payment by: Check     |                       |          |                                 |                                  |            |                         |                     |         |
| Department: 12 - Landscape Maintenance   |                       |          |                                 | Days: 10                         |            | Check Date : 05/20/05   | Check Amt: 567.13   |         |
| Sequence#: 8951  | Posting Type: Regular |          | Pay Period: 05/02/05 - 05/15/05 |                                  |            | Check#: 44189           |                     |         |
| REGULAR  | 80.00 Hours           | 8.0000   | 640.00                          | Social Security Tax              | 39.68      |                         |                     |         |
|  |                       |          |                                 | Medicare Tax                     | 9.28       |                         |                     |         |
|  |                       |          |                                 | Federal Withholding Tax          | 17.00      |                         |                     |         |
|  |                       |          |                                 | California State Withholding Tax |            |                         |                     |         |
|  |                       |          |                                 | CA SDI                           | 6.91       |                         |                     |         |
| <b>Total</b>   | 80.00                 |          | 640.00                          |                                  | 72.87      |                         | 567.13              | 567.13  |



**Azteca Landscapes**  
**Payroll Register Condensed Report, Current**  
**Sorted by Department and Name, For Department 12, Employee (58 Selected), Active Only, Include Non-Check Items**  
**Pay Period 05/02/05 through 05/15/05**

| Pay Type  | Hours/Units     | Pay Rate | Pay Amount       | Tax                              | Tax Amount      | Deduction   | Deduct Amount | Net Pay          |
|---|-----------------|----------|------------------|----------------------------------|-----------------|-------------|---------------|------------------|
| Department: 12 - Landscape Maintenance      Employee: 1648 - ZAMORA, ROSARIO J      WC Code: 0042<br>Sequence#: 8955      Posting Type: Regular      Pay Period: 05/02/05 - 05/15/05      Days: 10      Payment by: Check      Check Date: 05/20/05<br>REGULAR      80.00 Hours      9.0000      720.00      Social Security Tax      44.64      Check#: 44190      611.32<br>Medicare Tax      10.44<br>Federal Withholding Tax      42.00<br>California State Withholding Tax      3.82<br>CA SDI      7.78<br><b>Total</b> <b>108.68</b> <b>611.32</b> |                 |          |                  |                                  |                 |             |               |                  |
| ** Report Total **  |                 |          |                  |                                  |                 |             |               |                  |
| OVERTIME  | 152.00 Hours    |          | 2,108.77         | Federal Withholding Tax          | 842.00          | GARNISHMENT | 55.13         |                  |
| REGULAR   | 2,552.00 Hours  |          | 21,776.00        | Medicare Tax                     | 368.61          |             |               |                  |
| SALARY  | 80.00 Hours     |          | 1,538.46         | CA SDI                           | 274.57          |             |               |                  |
|   |                 |          |                  | Social Security Tax              | 1,576.21        |             |               |                  |
|   |                 |          |                  | California State Withholding Tax | 93.91           |             |               |                  |
| <b>Total</b>  | <b>2,784.00</b> |          | <b>25,423.23</b> |                                  | <b>3,155.30</b> |             | <b>55.13</b>  | <b>22,212.80</b> |

### ***Emergency Contact***

During normal business hours and after hour emergencies we can be reached at (800) 794-0063, where dispatch will relay any messages to the foreman assigned to the specified area or the General Manager. The City of Long Beach may also contact the foreman directly to his Nextel Unit or his cell phone, which will be provided before the contract commences. We will also employ an answering service which will relay and take any messages after hours and on weekends. They will be instructed to contact the Foreman and the General Manager within one hour after the call is received.

458

ACCOUNT: BU20042660

4

CITY OF LONG BEACH, CALIFORNIA

BUSINESS LICENSE

OWNERSHIP NON-TRANSFERABLE

LICENSE EXPIRES ON 01/04/06

DATE: 01/19/05

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING TYPE OF BUSINESS: CONTRACTING - MISC LOCATED AT: 1910 ARCHIBALD AVE N



AZTECA LANDSCAPE  
1910 ARCHIBALD AVE N  
ONTARIO CA 91761

AUTHORIZED BY MICHAEL A. KILLEBREW

ACTING DIR. OF PLANNING & COMMUNITY DEVELOPMENT



State of California  
**Contractors State License Board**

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

**AZTECA LANDSCAPE**

to engage in the business or act in the capacity of a contractor in the following classification(s):

C27 - LANDSCAPING  
HIC - HOME IMPROVEMENT CERTIFICATION

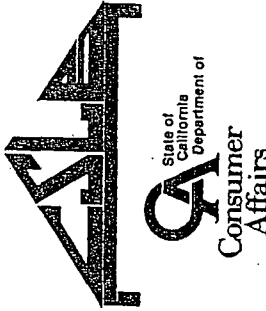
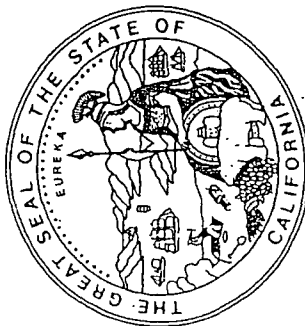
Witness my hand and seal this day,

April 17, 2001

Issued **January 15, 1982**

CERTIFIED COPY

This license is the property of the Registrar of Contractors, is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.



*Aurora Farias*  
Signature of Licensee

*Antonio Farias*  
Signature of License Qualifier

*Stephen P. Sands*  
Registrar of Contractors

Stephen P. Sands  
Registrar of Contractors

Reassigned 417003

License Number





DEPARTMENT OF PESTICIDE REGULATION  
LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE

VALID THROUGH

01/01/2004

12/31/2005

QL 36390

BCF

MARCO ANTONIO ORTIZ

3531 PONTIAC AVE

RIVERSIDE CA 92509

*Marco A Ortiz*

SIGNATURE

This person is qualified to apply or supervise the application of pesticides pursuant to Division 6, Chapter 8 of the Food and Agricultural Code in the categories indicated on the face of this card. This License does not authorize any person to engage for hire in the Business of pest control. A DPR Pest Control Business License is required, in addition to this Qualified Applicator License to engage in the Business of Pest Control for hire. This license must be shown to any representative of the Director or Commissioner upon request.

License Categories

- |   |                               |
|---|-------------------------------|
| A. Residential, Industrial, and Institution | H. Seed Treatment             |
| B. Landscape Maintenance                    | I. Animal Agriculture         |
| C. Right of Way                             | J. Demonstration and Research |
| D. Plant Agriculture                        | K. Health Related             |
| E. Forest                                   | L. Wood Preservation          |
| F. Aquatic                                  | M. Antifouling-Tributyltin    |
| G. Regulatory                               | N. Sewer Line Root Control    |
|   | Q. Maintenance Gardener       |

# County of Los Angeles

No. 5010038

## AGRICULTURAL PEST CONTROL REGISTRATION

For Calendar Year Ending December 31, 2005

Name: AZTECA LANDSCAPE, INC. 800-794-0063  
(TELEPHONE)

Address: 1910 S ARCHIBALD AVE SUITE N ONTARIO CA 91761  
(STREET) (CITY) (STATE) (ZIP)

**THIS CERTIFIES** that the above named individual or firm has been duly registered in accordance with Section 11732 Agricultural Code, and is entitled to engage for hire in the County of Los Angeles in the business of pest control of the types listed below:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> (A) Residential, Industrial and Institutional | <input type="checkbox"/> (I) Animal Agriculture   |
| <input checked="" type="checkbox"/> (B) Landscape Maintenance                     | <input type="checkbox"/> (J) Demonstration and Research   |
| <input type="checkbox"/> (C) Right-of-Way   | <input type="checkbox"/> (K) Health Related   |
| <input type="checkbox"/> (D) Plant Agriculture                                    | <input type="checkbox"/> (L) Wood Preservatives (Subcategory of A and C)                              |
| <input checked="" type="checkbox"/> (E) Forest                                    | <input type="checkbox"/> (M) Antifouling Paints or Coatings Containing Tributyltin (Subcategory of A) |
| <input type="checkbox"/> (F) Aquatic  | <input type="checkbox"/> (N) Sewer Line Root Control (Subcategory of A)                               |
| <input type="checkbox"/> (G) Regulatory   | <input type="checkbox"/> (Q) Maintenance Gardener   |
| <input type="checkbox"/> (H) Seed Treatment                                       |   |

Agricultural Commissioner/Director of Weights and Measures  
County of Los Angeles  
Date: January 18, 2005

Agent: MARCO ANTONIO ORTIZ  
State Business License No. 01510-00000

Revised PUEa-05 (12-04)

LICENSE NO.

01510 00000

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



**PEST CONTROL BUSINESS LICENSE**

**THIS LICENSE EXPIRES**

December 31, 2006

**AZTECA LANDSCAPE, INC.**  
**1910 S ARCHIBALD AVE SUITE N**  
**ONTARIO CA 91761**

— POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW —

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

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**COUNTY OF LOS ANGELES  
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 780  
Los Angeles, California 90012  
(213) 974-0912 / FAX (213) 626-7034  
TDD (213) 974-0911

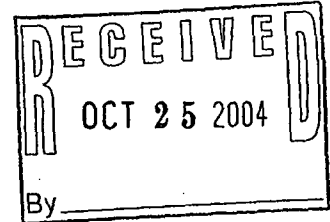
MEMBERS OF THE BOARD

GLORIA MOLINA  
YVONNE BRATHWAITE BURKE  
ZEV YAROSLAVSKY  
DON KNABE  
MICHAEL D. ANTONOVICH

DENNIS A. TAFOYA  
Director

October 21, 2004

Ms. Aurora Farias, President  
Azteca Landscape  
1910 South Archibald Avenue  
Suite N  
Ontario, CA 91761



CBE Program I.D.#: 17151  
Status: MBE/WBE

Dear Ms. Farias:

Congratulations! Your firm has been recertified as an eligible participant in the County of Los Angeles Community Business Enterprise (CBE) Program. This recertification is valid until October 21, 2006.

The County of Los Angeles Office of Affirmative Action reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process to verify any documentation submitted by the applicant. If there are any changes in ownership or control of the firm during this certification period, you are required to notify this office immediately.

You should also register your business with the County's Vendor Registration website (WebVen) at <http://camisvr.co.la.ca.us/webven> to participate in the County's online access to County open bids, be placed on bid lists generated by County departments looking for prospective vendors and periodically be notified automatically by email of County bids by specific commodities/services.

Again, congratulations on your recertification. If you have any questions, please call (877) 669-CBES and refer to the identification number above.

Sincerely,

DENNIS A. TAFOYA  
Director

Ozie L. Smith  
Senior Deputy Compliance Officer

DAT:OLS