

## AGREEMENT

35550

3                   THIS AGREEMENT is made and entered, in duplicate, as of May 15, 2020,  
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the  
5 City of Long Beach at its meeting on May 12, 2020, by and between PARKWOOD  
6 LANDSCAPE MAINTENANCE, INC., a California corporation ("Contractor"), with a place  
7 of business at 16443 Hart Street, Van Nuys, CA 91406, and the CITY OF LONG BEACH,  
8 a municipal corporation ("City").

9                   WHEREAS, City requires specialized services requiring unique skills to be  
10                  performed in connection with maintaining grounds landscaping for parks, open spaces,  
11                  street medians, parking lots, and marina areas, at and around City facilities in the  
12                  Queensway Bay area of Long Beach, more particularly described and shown in Exhibit "A"  
13                  attached hereto and incorporated by this reference ("Project"); and

14                   WHEREAS, City has selected Contractor in accordance with City's  
15 administrative procedures using a Request for Proposals Number PR19-122 for Queens  
16 Way Bay Landscape Services ("RFP"), attached hereto as Exhibit "B" and incorporated by  
17 this reference, and City has determined that Contractor and its employees are qualified,  
18 licensed, if so required, and experienced in performing these specialized services; and

19                   WHEREAS, City desires to have Contractor perform these specialized  
20 services, and Contractor is willing and able to do so on the terms and conditions in this  
21 Agreement;

22 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
23 conditions in this Agreement, the parties agree as follows:

## **1. SCOPE OF WORK OR SERVICES**

1 services in the manner described below, in an annual amount not to exceed Six  
2 Hundred Fifty Seven Thousand Eight Hundred Eighty Nine Dollars (\$657,889), with  
3 a fifteen percent (15%) contingency in the amount of Ninety Eight Thousand Six  
4 Hundred Eighty Three Dollars (\$98,683), for a total annual contract amount not to  
5 exceed Seven Hundred Fifty Six Thousand Five Hundred Seventy Two Dollars  
6 (\$756,572), for a period of three years, with the option to renew for two additional  
7 one-year periods, and a subsequent three-year term with two one-year extension  
8 options, at the rates or charges shown in Exhibit "D".

9 B. City shall pay Contractor in due course of payments following  
10 receipt from Contractor and approval by City of invoices showing the services or  
11 task performed, the time expended (if billing is hourly), and the name of the Project.  
12 Contractor shall certify on the invoices that Contractor has performed the services  
13 in full conformance with this Agreement and is entitled to receive payment. Each  
14 invoice shall be accompanied by a progress report indicating the progress to date  
15 of services performed and covered by the invoice, including a brief statement of any  
16 Project problems and potential causes of delay in performance, and listing those  
17 services that are projected for performance by Contractor during the next invoice  
18 cycle. Where billing is done and payment is made on an hourly basis, the parties  
19 acknowledge that this arrangement is either customary practice for Contractor's  
20 profession, industry or business, or is necessary to satisfy audit and legal  
21 requirements which may arise due to the fact that City is a municipality.

22 C. Contractor represents that Contractor has obtained all  
23 necessary information on conditions and circumstances that may affect its  
24 performance and has conducted site visits, if necessary.

25 D. By executing this Agreement, Contractor warrants that  
26 Contractor (a) has thoroughly investigated and considered the scope of services to  
27 be performed, (b) has carefully considered how the services should be performed,  
28 and (c) fully understands the facilities, difficulties and restrictions attending

1 performance of the services under this Agreement. If the services involve work upon  
2 any site, Contractor warrants that Contractor has or will investigate the site and is  
3 or will be fully acquainted with the conditions there existing, prior to commencement  
4 of services set forth in this Agreement. Should Contractor discover any latent or  
5 unknown conditions that will materially affect the performance of the services set  
6 forth in this Agreement, Contractor must immediately inform the City of that fact and  
7 may not proceed except at Contractor's risk until written instructions are received  
8 from the City.

9                   E. Contractor must adopt reasonable methods during the life of  
10 the Agreement to furnish continuous protection to the work, and the equipment,  
11 materials, papers, documents, plans, studies and other components to prevent  
12 losses or damages, and will be responsible for all damages, to persons or property,  
13 until acceptance of the work by the City, except those losses or damages as may  
14 be caused by the City's own negligence.

15                   F. CAUTION: Contractor shall not begin work until this  
16 Agreement has been signed by both parties and until Contractor's evidence of  
17 insurance has been delivered to and approved by City.

18                   2. TERM. The term of this Agreement shall commence at midnight on  
19 July 1, 2020, and shall terminate at 11:59 p.m. on June 30, 2023, unless sooner terminated  
20 as provided in this Agreement, or unless the services or the Project is completed sooner.  
21 City shall have the option to extend the term of this Agreement for two (2) additional one-  
22 year periods, and a subsequent three-year term with two (2) additional one-year extension  
23 options, each at the discretion of the City Manager.

24                   3. COORDINATION AND ORGANIZATION.

25                   A. Contractor shall coordinate its performance with City's  
26 representative, if any, named in Exhibit "E", attached to this Agreement and  
27 incorporated by this reference. Contractor shall advise and inform City's  
28 representative of the work in progress on the Project in sufficient detail so as to

1 assist City's representative in making presentations and in holding meetings on the  
2 Project. City shall furnish to Contractor information or materials, if any, described in  
3 Exhibit "F", attached to this Agreement and incorporated by this reference, and shall  
4 perform any other tasks described in the Exhibit.

5 B. The parties acknowledge that a substantial inducement to City  
6 for entering this Agreement was and is the reputation and skill of Contractor's key  
7 employee, named in Exhibit "G" attached to this Agreement and incorporated by this  
8 reference. City shall have the right to approve any person proposed by Contractor  
9 to replace that key employee.

10 4. INDEPENDENT CONTRACTOR. In performing its services,  
11 Contractor is and shall act as an independent contractor and not an employee,  
12 representative or agent of City. Contractor shall have control of Contractor's work and the  
13 manner in which it is performed. Contractor shall be free to contract for similar services to  
14 be performed for others during this Agreement; provided, however, that Contractor acts in  
15 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges  
16 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;  
17 (b) City will not secure workers' compensation or pay unemployment insurance to, for or  
18 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of  
19 the usual and customary rights, benefits or privileges of City employees. Contractor  
20 expressly warrants that neither Contractor nor any of Contractor's employees or agents  
21 shall represent themselves to be employees or agents of City.

22 5. INSURANCE.

23 A. As a condition precedent to the effectiveness of this  
24 Agreement, Contractor shall procure and maintain, at Contractor's expense for the  
25 duration of this Agreement, from insurance companies that are admitted to write  
26 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
27 Company or from authorized non-admitted insurance companies subject to Section  
28 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII

by A.M. Best Company, the following insurance:

(a) Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. City, its boards and commissions, and their officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance shall contain no special limitations on the scope of protection given to City, its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

(b) Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

(c) Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.

(d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.

B. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same

1 manner and to the same extent as they would have been protected had the policy  
2 or policies not contained retention or deductible provisions.

3 C. Each insurance policy shall be endorsed to state that coverage  
4 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
5 written notice to City, shall be primary and not contributing to any other insurance  
6 or self-insurance maintained by City, and shall be endorsed to state that coverage  
7 maintained by City shall be excess to and shall not contribute to insurance or self-  
8 insurance maintained by Contractor. Contractor shall notify City in writing within five  
9 (5) days after any insurance has been voided by the insurer or cancelled by the  
10 insured.

11 D. If this coverage is written on a "claims made" basis, it must  
12 provide for an extended reporting period of not less than one hundred eighty (180)  
13 days, commencing on the date this Agreement expires or is terminated, unless  
14 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,  
15 continuing coverage for a period of not less than three (3) years, commencing on  
16 the date this Agreement expires or is terminated.

17 E. Contractor shall require that all sub-contractors or contractors  
18 that Contractor uses in the performance of these services maintain insurance in  
19 compliance with this Section unless otherwise agreed in writing by City's Risk  
20 Manager or designee.

21 F. Prior to the start of performance, Contractor shall deliver to City  
22 certificates of insurance and the endorsements for approval as to sufficiency and  
23 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the  
24 insurance, furnish to City certificates of insurance and endorsements evidencing  
25 renewal of the insurance. City reserves the right to require complete certified copies  
26 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any  
27 time. Contractor shall make available to City's Risk Manager or designee all books,  
28 records and other information relating to this insurance, during normal business

1 hours.

2 G. Any modification or waiver of these insurance requirements  
3 shall only be made with the approval of City's Risk Manager or designee. Not more  
4 frequently than once a year, City's Risk Manager or designee may require that  
5 Contractor, Contractor's sub-Contractors and contractors change the amount,  
6 scope or types of coverages required in this Section if, in his or her sole opinion, the  
7 amount, scope or types of coverages are not adequate.

8 H. The procuring or existence of insurance shall not be construed  
9 or deemed as a limitation on liability relating to Contractor's performance or as full  
10 performance of or compliance with the indemnification provisions of this Agreement.

11 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
12 contemplates the personal services of Contractor and Contractor's employees, and the  
13 parties acknowledge that a substantial inducement to City for entering this Agreement was  
14 and is the professional reputation and competence of Contractor and Contractor's  
15 employees. Contractor shall not assign its rights or delegate its duties under this  
16 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
17 of City, except that Contractor may with the prior approval of the City Manager of City,  
18 assign any moneys due or to become due Contractor under this Agreement. Any  
19 attempted assignment or delegation shall be void, and any assignee or delegate shall  
20 acquire no right or interest by reason of an attempted assignment or delegation.  
21 Furthermore, Contractor shall not subcontract any portion of its performance without the  
22 prior approval of the City Manager or designee, or substitute an approved sub-Contractor  
23 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
24 prevent Contractor from employing as many employees as Contractor deems necessary  
25 for performance of this Agreement.

26 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,  
27 certifies that, at the time Contractor executes this Agreement and for its duration,  
28 Contractor does not and will not perform services for any other client which would create a

1 conflict, whether monetary or otherwise, as between the interests of City and the interests  
2 of that other client. And, Contractor shall obtain similar certifications from Contractor's  
3 employees, sub-Contractors and contractors.

4       8.     MATERIALS. Contractor shall furnish all labor and supervision,  
5 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
6 necessary to or used in the performance of Contractor's obligations under this Agreement,  
7 except as stated in Exhibit "F".

8       9.     OWNERSHIP OF DATA. All materials, information and data  
9 prepared, developed or assembled by Contractor or furnished to Contractor in connection  
10 with this Agreement, including but not limited to documents, estimates, calculations,  
11 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
12 models, reports, summaries, drawings, designs, notes, plans, information, material and  
13 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
14 and City shall have the unrestricted right to use and disclose the Data in any manner and  
15 for any purpose without payment of further compensation to Contractor. Copies of Data  
16 may be retained by Contractor but Contractor warrants that Data shall not be made  
17 available to any person or entity for use without the prior approval of City. This warranty  
18 shall survive termination of this Agreement for five (5) years.

19       10.    TERMINATION. Either party shall have the right to terminate this  
20 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
21 prior notice to the other party. In the event of termination under this Section, City shall pay  
22 Contractor for services satisfactorily performed and costs incurred up to the effective date  
23 of termination for which Contractor has not been previously paid. The procedures for  
24 payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
25 termination, Contractor shall deliver to City all Data developed or accumulated in the  
26 performance of this Agreement, whether in draft or final form, or in process. And,  
27 Contractor acknowledges and agrees that City's obligation to make final payment is  
28 conditioned on Contractor's delivery of the Data to City.

1                   11. CONFIDENTIALITY. Contractor shall keep all Data confidential and  
2 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
3 performing its services, during the term of this Agreement and for five (5) years following  
4 expiration or termination of this Agreement. In addition, Contractor shall keep confidential  
5 all information, whether written, oral or visual, obtained by any means whatsoever in the  
6 course of performing its services for the same period of time. Contractor shall not disclose  
7 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit  
8 of others except for the purpose of this Agreement.

9                   12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a  
10 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor  
11 knew prior to the time City disclosed it; or (b) is or becomes publicly available without  
12 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does  
13 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant  
14 to subpoena or court order.

15                  13. ADDITIONAL SERVICES. The City has the right at any time during  
16 the performance of the services, without invalidating this Agreement, to order extra work  
17 beyond that specified in the RFP or make changes by altering, adding to or deducting from  
18 the work. No extra work may be undertaken unless a written order is first given by the City,  
19 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.  
20 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in  
21 the time to perform of One Hundred Eighty (180) days or less, may be approved by the  
22 City Representative. Any greater increases, taken either separately or cumulatively, must  
23 be approved by the City Council. It is expressly understood by Contractor that the  
24 provisions of this paragraph do not apply to services specifically set forth in the RFP or  
25 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that  
26 the services to be provided pursuant to the RFP may be more costly or time consuming  
27 than Contractor anticipates and that Contractor will not be entitled to additional  
28 compensation for the services set forth in the RFP.

1                   14. RETENTION OF FUNDS. Contractor authorizes the City to deduct  
2 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
3 amounts the payment of which may be in dispute or that are necessary to compensate the  
4 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for  
5 which the City may be liable to third parties, by reason of Contractor's acts or omissions in  
6 performing or failing to perform Contractor's obligations under this Agreement. In the event  
7 that any claim is made by a third party, the amount or validity of which is disputed by  
8 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the  
9 City may withhold from any payment due, without liability for interest because of the  
10 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the  
11 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,  
12 indemnify and protect the City as elsewhere provided in this Agreement.

13                   15. AMENDMENT. This Agreement, including all Exhibits, shall not be  
14 amended, nor any provision or breach waived, except in writing signed by the parties which  
15 expressly refers to this Agreement.

16                   16. LAW. This Agreement shall be construed in accordance with the laws  
17 of the State of California, and the venue for any legal actions brought by any party with  
18 respect to this Agreement shall be the County of Los Angeles, State of California for state  
19 actions and the Central District of California for any federal actions. Contractor shall cause  
20 all work performed in connection with construction of the Project to be performed in  
21 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
22 county or municipal governments or agencies (including, without limitation, all applicable  
23 federal and state labor standards, including the prevailing wage provisions of sections 1770  
24 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
25 marshal, health officer, building inspector, or other officer of every governmental agency  
26 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be  
27 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in  
28 conflict with any applicable laws, but the remainder of the Agreement will remain in full

1 force and effect.

2                   17. PREVAILING WAGES.

3                   A. Consultant agrees that all public work (as defined in California  
4 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
5 Work"), if any, shall comply with the requirements of California Labor Code sections  
6 1770 *et seq.* City makes no representation or statement that the Project, or any  
7 portion thereof, is or is not a "public work" as defined in California Labor Code  
8 section 1720.

9                   B. In all bid specifications, contracts and subcontracts for any  
10 such Public Work, Consultant shall obtain the general prevailing rate of per diem  
11 wages and the general prevailing rate for holiday and overtime work in this locality  
12 for each craft, classification or type of worker needed to perform the Public Work,  
13 and shall include such rates in the bid specifications, contract or subcontract. Such  
14 bid specifications, contract or subcontract must contain the following provision: "It  
15 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
16 wages to all workers employed by the contractor in the execution of this contract.  
17 The contractor expressly agrees to comply with the penalty provisions of California  
18 Labor Code section 1775 and the payroll record keeping requirements of California  
19 Labor Code section 1771."

20                   18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
21 constitutes the entire understanding between the parties and supersedes all other  
22 agreements, oral or written, with respect to the subject matter in this Agreement.

23                   19. INDEMNITY.

24                   A. Consultant shall indemnify, protect and hold harmless City, its  
25 Boards, Commissions, and their officials, employees and agents ("Indemnified  
26 Parties"), from and against any and all liability, claims, demands, damage, loss,  
27 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
28 costs and expenses, including attorneys' fees, court costs, expert and witness fees,

1 and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
2 in part, out of or in connection with (1) Consultant's breach or failure to comply with  
3 any of its obligations contained in this Agreement, including all applicable federal  
4 and state labor requirements including, without limitation, the requirements of  
5 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,  
6 omissions or misrepresentations committed by Consultant, its officers, employees,  
7 agents, subcontractors, or anyone under Consultant's control, in the performance  
8 of work or services under this Agreement (collectively "Claims" or individually  
9 "Claim").

10 B. In addition to Consultant's duty to indemnify, Consultant shall  
11 have a separate and wholly independent duty to defend Indemnified Parties at  
12 Consultant's expense by legal counsel approved by City, from and against all  
13 Claims, and shall continue this defense until the Claims are resolved, whether by  
14 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
15 breach, or the like on the part of Consultant shall be required for the duty to defend  
16 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
17 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
18 in the defense.

19 C. If a court of competent jurisdiction determines that a Claim was  
20 caused by the sole negligence or willful misconduct of Indemnified Parties,  
21 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the  
22 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
23 percentage of willful misconduct attributed by the court to the Indemnified Parties.

24 D. The provisions of this Section shall survive the expiration or  
25 termination of this Agreement.

26 20. **FORCE MAJEURE.** If any party fails to perform its obligations  
27 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain  
28 labor or materials or reasonable substitutes for labor materials, governmental restrictions,

1 governmental regulations, governmental controls, judicial orders, enemy or hostile  
2 governmental action, civil commotion, fire or other casualty, or other causes beyond the  
3 reasonable control of the party obligated to perform, then that party's performance will be  
4 excused for a period equal to the period of such cause for failure to perform.

5           21. AMBIGUITY. In the event of any conflict or ambiguity between this  
6 Agreement and any Exhibit, the provisions of this Agreement shall govern.

7           22. NONDISCRIMINATION.

8           A. In connection with performance of this Agreement and subject  
9 to applicable rules and regulations, Contractor shall not discriminate against any  
10 employee or applicant for employment because of race, religion, national origin,  
11 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
12 disability. Contractor shall ensure that applicants are employed, and that employees  
13 are treated during their employment, without regard to these bases. These actions  
14 shall include, but not be limited to, the following: employment, upgrading, demotion  
15 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay  
16 or other forms of compensation; and selection for training, including apprenticeship.

17           23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
18 accordance with the provisions of the Ordinance, this Agreement is subject to the  
19 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
20 Long Beach Municipal Code, as amended from time to time.

21           A. During the performance of this Agreement, the Consultant  
22 certifies and represents that the Consultant will comply with the EBO. The  
23 Consultant agrees to post the following statement in conspicuous places at its place  
24 of business available to employees and applicants for employment:

25           “During the performance of a contract with the City of Long Beach, the  
26 Consultant will provide equal benefits to employees with spouses and its  
27 employees with domestic partners. Additional information about the City of

28

1 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
2 Long Beach Business Services Division at 562-570-6200."

5                   C.     If the Consultant fails to comply with the EBO, the City may  
6                   cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
7                   to become due under the Agreement may be retained by the City. The City may  
8                   also pursue any and all other remedies at law or in equity for any breach.

17                   24. NOTICES. Any notice or approval required by this Agreement shall  
18 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
19 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
20 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
21 to the City Clerk at the same address. Notice of change of address shall be given in the  
22 same manner as stated for other notices. Notice shall be deemed given on the date  
23 deposited in the mail or on the date personal delivery is made, whichever occurs first.

24                   25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants  
25 that Contractor has not employed or retained any entity or person to solicit or obtain this  
26 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,  
27 commission or other monies based on or from the award of this Agreement. If Contractor  
28 breaches this warranty, City shall have the right to terminate this Agreement immediately

1 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
2 due under this Agreement or otherwise recover the full amount of the fee, commission or  
3 other monies.

4           26. WAIVER. The acceptance of any services or the payment of any  
5 money by City shall not operate as a waiver of any provision of this Agreement or of any  
6 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
7 Agreement shall not constitute a waiver of any other or subsequent breach of this  
8 Agreement.

9           27. CONTINUATION. Termination or expiration of this Agreement shall  
10 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
11 18, 21 and 28 prior to termination or expiration of this Agreement.

12           28. TAX REPORTING. As required by federal and state law, City is  
13 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.  
14 Contractor shall be solely responsible for payment of all federal and state taxes resulting  
15 from payments under this Agreement. Contractor shall submit Contractor's Employer  
16 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not  
17 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.  
18 Contractor acknowledges and agrees that City has no obligation to pay Contractor until  
19 Contractor provides one of these numbers.

20           29. ADVERTISING. Contractor shall not use the name of City, its officials  
21 or employees in any advertising or solicitation for business or as a reference, without the  
22 prior approval of the City Manager or designee.

23           30. AUDIT. City shall have the right at all reasonable times during the  
24 term of this Agreement and for a period of five (5) years after termination or expiration of  
25 this Agreement to examine, audit, inspect, review, extract information from and copy all  
26 books, records, accounts and other documents of Contractor relating to this Agreement.

27           31. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
28 designed to or entered for the purpose of creating any benefit or right for any person or

entity of any kind that is not a party to this Agreement.

32. BONDS. Contractor shall, simultaneously with the execution of this Agreement, execute and deliver to City a good and sufficient corporate surety bond, in the form attached hereto and in the amount specified therein, conditioned upon the faithful performance of this Agreement by Contractor, and a good and sufficient corporate surety bond, in the form attached hereto and in the amount specified therein, conditioned upon the payment of all labor and material claims incurred in connection with this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

PARKWOOD LANDSCAPE  
MAINTENANCE, INC., a California  
corporation

May 29 2020

By DeeDee

Name David L. Melito

Title President

May 29 . 2020

By Deel Mehta

Name David L. Melito

Title Secretary

### “Contractor”

CITY OF LONG BEACH, a municipal corporation

By Rebecca G. Garner

City Manager

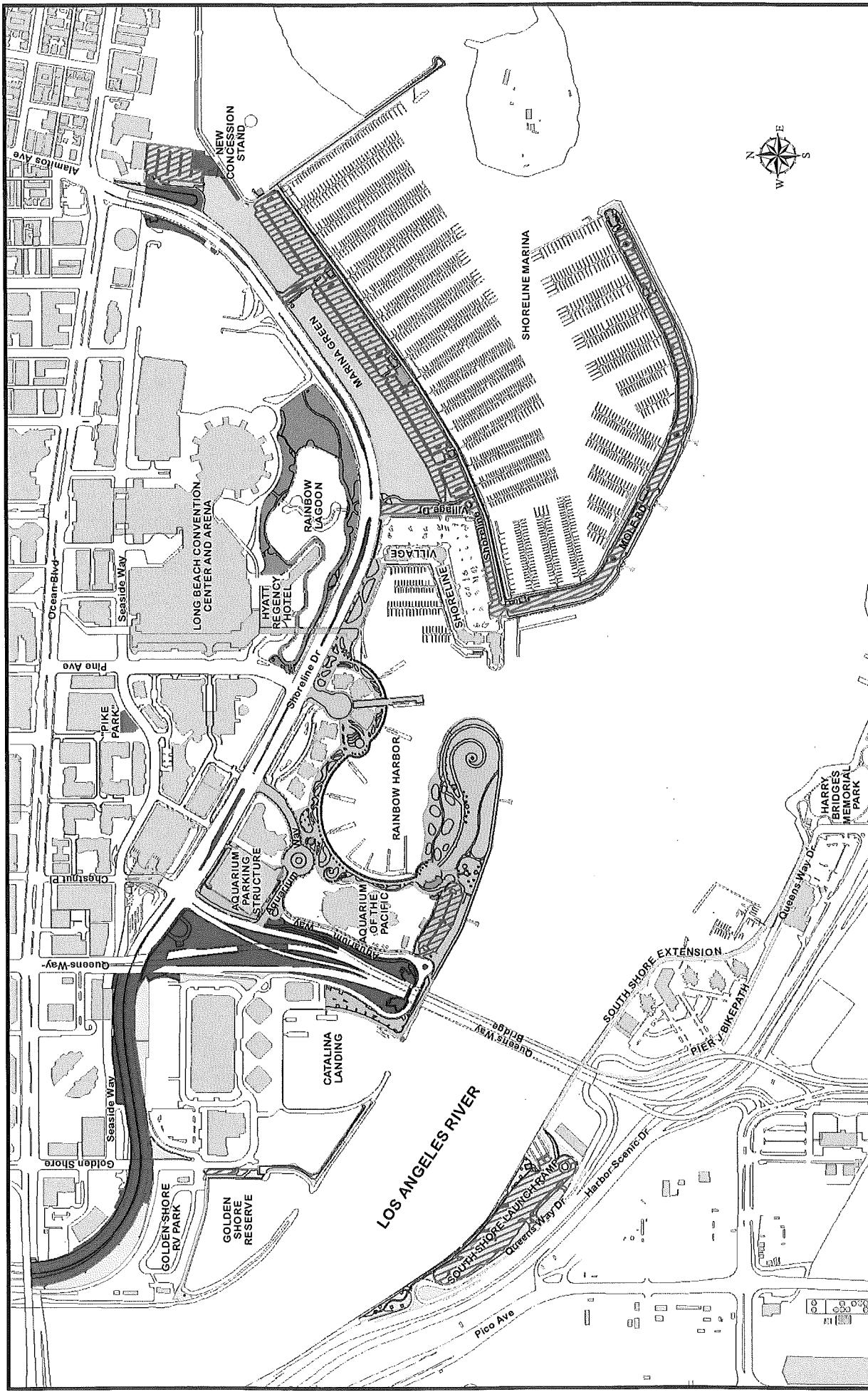
“City”  
to form on  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER  
5/10/2020

This Agreement is approved as to form on JUNE 11, 2020.

CHARLES PARKIN, City Attorney

By

# EXHIBIT “A”



## Greater Queensway Bay Maintenance Areas

0 250 500 750 1,000 Feet

### Legend

-  Rainbow Harbor
-  Shoreline Marina
-  Rainbow Lagoon
-  Golden Shore
-  Street Landscape
-  South Shore Launch Ramp
-  'Pike Park'
-  New Concession Stand
-  Parking Lot Sweeping

qwb contract areas linemap ltr 2019-11-08.apr teh

# EXHIBIT “B”



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

**City of Long Beach**  
**Request For Proposals Number RFP PR19-122**  
**For**  
**Queens Way Bay Landscape Services**

Release Date:	10/23/2019
Mandatory Pre-Proposal Meeting:	11/06/2019
Questions Due to the City:	11/13/2019
Posting of the Q & A:	11/27/2019
Due Date:	12/17/2019

---

*City Contact:* *Tommy Ryan* *Buyer* *562-570-5664*

**See Section 4 for instructions on submitting proposals.**

Company Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_

E-mail: \_\_\_\_\_

Prices contained in this proposal are subject to acceptance within \_\_\_\_\_ calendar days.

I have read, understand, and agree to all terms and conditions herein. Date \_\_\_\_\_

Signed \_\_\_\_\_

Print Name & Title \_\_\_\_\_

Rev 2016 0919



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Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## TABLE OF CONTENTS

1. OVERVIEW OF PROJECT .....	3
2. ACRONYMS/DEFINITIONS .....	4
3. SCOPE OF PROJECT .....	6
4. SUBMITTAL INSTRUCTIONS .....	10
5. PROPOSAL EVALUATION AND AWARD PROCESS .....	13
6. PROTEST PROCEDURES .....	13
7. PROJECT SPECIFICATIONS .....	15
8. WARRANTY/MAINTENANCE AND SERVICE .....	15
9. COMPANY BACKGROUND AND REFERENCES .....	15
10. COST .....	17
11. BONDS .....	20
12. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE .....	21
13. TERMS, CONDITIONS AND EXCEPTIONS .....	24

## ATTACHMENTS

- A CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
- B PRO-FORMA AGREEMENT
- C STATEMENT OF NON-COLLUSION
- D DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION
- E W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION AND VENDOR APPLICATION FORM
- F SECRETARY OF STATE REGISTRATION PRINTOUT
- G EQUAL BENEFITS ORDINANCE
- H LICENSES AND PERMITS
- I INSURANCE REQUIREMENTS
- J CERTIFICATION OF SITE EXAMINATION

## APPENDICES

- 1 ADDITIONAL TERMS AND CONDITIONS
- 2 GENERAL SPECIFICATIONS
- 3 LOCATIONS
- 4 MAP OF QUADRANTS
- 5 COST PROPOSAL PRICE SHEET



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **1. OVERVIEW OF PROJECT**

The City of Long Beach (City), Department of Parks, Recreation and Marine (Department) is seeking proposals from qualified firms to provide grounds maintenance services to City parks, open spaces, street medians, facilities, parking lots and marina areas. The City desires a Contractor(s) to provide all materials, equipment and labor necessary to perform grounds maintenance services.

The Queensway Bay contract area is approximately 90 acres and contains 5 parks, medians, planters, playgrounds, parkways, and parking lots. Located in the heart of the Downtown/Marina area of Long Beach, it is home to over 250 Special Events annually including filming, food events, and 5k - 10 k runs. It also hosts large events like the Long Beach Grand Prix, Long Beach Pride, Tour of Long Beach, and the Long Beach Marathon. The Pike, Aquarium of the Pacific, Long Beach Convention Center, Shoreline Village, and their surrounding restaurants also bring in hundreds of thousands of visitors to this area each year. The City of Long Beach considers Queensway Bay its "Theme Park" area and expects a higher level of service from its landscaping contractor; hence it is solicited separately from the rest of the City's grounds maintenance contracts. Minimum requirements for maintenance of this contract area are 1 full-time Supervisor, 1 full-time Irrigation technician, and 10 full-time maintenance personnel.

Please refer to map of Contract Areas (**Appendix 4**).

- 1.1 The following requirements shall either be met or exceeded in order for Contractor to be eligible to submit a proposal.
  - 1.1.1 Contractor shall have a minimum of three (3) consecutive years of recent experience in performing the services described in this Request for Proposals (RFP). It is preferred for this experience to have involved a service area of similar size and scope as that of the City of Long Beach. However, experience with approximately 85 acres, and with similar scope is acceptable.
  - 1.1.2 Contractor shall possess all of the following:
    - Valid C-27 Landscape Contractor License
    - Pest Control Business License
    - Pest Control Advisor License in Categories A, B, D and E
    - Qualified Applicator's License (QAL) for Pest Control in Categories A, B, C and F
    - Los Angeles County Agricultural Commissioner's Registration Permit



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **2. ACRONYMS/DEFINITIONS**

For purposes of this RFP, the following acronyms/definitions will be used:

<b>ABM</b>	Alamitos Bay Marina
<b>AHS</b>	Agency of Humane Services
<b>Awarded Contractor</b>	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
<b>CalOSHA</b>	California Occupational Safety and Health Act.
<b>CAL TRANS</b>	California Department of Transportation.
<b>CDFA</b>	California Department of Food and Agriculture.
<b>CDIS</b>	California Division of Industrial Safety Orders.
<b>CIT</b>	Certified Irrigation Technician.
<b>City</b>	The City of Long Beach and any department or agency identified herein.
<b>Contractor</b>	Organization/individual submitting a proposal in response to this RFP.
<b>CR</b>	City Representative.
<b>Department / Division</b>	City of Long Beach, Department of Parks, Recreation and Marine.
<b>DG</b>	Decomposed Granite.
<b>ET</b>	Evapotranspiration.
<b>Evaluation Committee</b>	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
<b>FMP</b>	Fumatoxin Management Plan.
<b>HSA</b>	Healthy Schools Act.
<b>IA</b>	Irrigation Association.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

<b>IPM</b>	Integrated Pest Management.
<b>ISA</b>	International Society of Automation.
<b>LBPD</b>	Long Beach Police Department.
<b>May</b>	Indicates something that is not mandatory but permissible.
<b>MSDS</b>	Material Safety Data Sheets.
<b>MWD</b>	Metropolitan Water District.
<b>NOAA</b>	National Oceanic and Atmospheric Administration.
<b>NOI</b>	Notice of Intent.
<b>NPDES</b>	National Pollutant Discharge Elimination Program.
<b>OSHA</b>	Federal Occupational Safety and Health Act.
<b>PUR</b>	Pesticide Use Report.
<b>QAL</b>	Qualified Applicator License.
<b>RFP</b>	Request for Proposals.
<b>Shall / Must</b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b>Should</b>	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
<b>Subcontractor</b>	Third party not directly employed by the Contractor who will provide services identified in this RFP.
<b>Supplemental Work</b>	Services provided not specifically requested in the Specifications, usually repairs.



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Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

### **3. SCOPE OF PROJECT**

The purpose and intent of this RFP is to establish a Contract with one (1) or more qualified Contractors to maintain grounds landscaping for parks, open space, street medians, marinas, and at and around City facilities in the Queensway Bay area of Long Beach, as described in the Specifications in **Appendices 2 & 3**. The Specifications establish the standard for the maintenance of all identified areas included on the map in **Appendix 4** and listed in **Appendix 5**.

Maintenance of the landscape shall include, but is not limited to, mowing, trimming, pruning, fertilization, aeration, weed control (both in hardscape and landscaped areas), cultivation, mulching, pest control, minor tree trimming, dethatching, plant replacements, renovation, playground surfacing and sports fields maintenance, irrigation system maintenance and management. Irrigation maintenance shall include operation of the systems, coordination with any central irrigation system operator, adjustments, repairs, modifications, improvements, testing, analysis, and other work as needed.

Contractor shall furnish all labor, equipment, materials, tools, services and special skills required to perform the landscape maintenance as set forth in the Specifications (**Appendices 2 & 3**) and in keeping with the highest standards of quality and performance, as well as safe work practices and traffic controls. Environmental parameters must be given consideration during the execution of the landscape maintenance tasks. Increasing temperatures, exotic pests, drought, and land use are factors that have the potential to negatively impact the outcome of the landscape aesthetic.

Once the contract is awarded, performance will be evaluated through daily site visits utilizing a contract management performance software system that will be operated on mobile devices by City staff. The system provides immediate notification to the Contractor of issues found in the field, as well as easily accessible data for analysis.

#### **3.1 QUALIFICATIONS OF CONTRACTORS**

Contractor shall be fully qualified by ability, knowledge, and experience to satisfactorily perform the work required in this RFP, and shall be engaged in the business of providing grounds maintenance services by the use of its own trained and qualified employees and equipment, material, and supplies, except as specified in this RFP. Contractor shall be fully licensed to perform the services required under this Contract, as specified in Section 1.1.2.

##### **3.1.1 QUALIFICATION REQUIREMENTS**

Contractor shall present evidence indicative of its ability to finance, provide, and sustain the specified grounds maintenance services to the satisfaction of the City. Failure to include any of the following information as requested below may cause Contractor's proposal to be deemed non-responsive. In



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

addition to those items listed in Section 1, Overview, Contractor shall provide with its proposal the following:

3.1.1.1 **General Business Statement:** A statement of all of the important business activities of proposer's major business. This statement should emphasize the required minimum of three (3) consecutive years of recent experience in the provision of the specified maintenance services at similarly-sized facilities and areas (or with gross acreage greater than or equal to 85 acres) with similar service levels as those required for this Contract. Proposer shall guarantee that the actual on-site supervisor or foreman shall possess this experience. Additional detail is requested in Section 9.1, Primary Contractor Information.

3.1.1.2 **Financial Statement:** Three (3) consecutive years of proposer's most recent and complete reviewed or audited financial statements including assets, liabilities, and net worth.

3.1.1.3 **Work History:** List of all contracts canceled or not renewed within the last five (5) years, giving reason for cancellation or non-renewal. Contractor shall give company/agency names, primary contact name, street addresses, telephone numbers and email addresses in each instance. See Section 9.3, References.

3.1.1.4 **Work Plan:** Provide a work plan per Contract Area showing how proposer will perform these services. The work plan shall include, but is not limited to:

- List of equipment available for this Contract
- List of equipment that will be purchased, if awarded
- List of current employees available for this Contract, including their designations (number of supervisors, staff etc.)
- The number of staff that will be hired, if awarded

3.1.1.5 **Sample Schedule:** Provide a sample schedule for each area that Contractor proposes to bid.

3.1.1.6 **Proof of Insurability:** A letter of commitment from an insurance agency, acceptable to the City, setting forth that adequate insurance coverage (as further described in **Attachment I**) will be available at the time of award of Contract. Letters of intent from insurance brokers will not be considered acceptable substitutes.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

3.1.1.7 **Contractors License:** A valid California Contractors State License Board C-27 Landscape Contractors License.

3.1.1.8 **Pest Control Business License:** A Pest Control Business License issued by the California Department of Pesticide Regulation is required to apply chemicals during landscape maintenance operation. Each proposer (Owner, Partner or Officer of the Corporation) shall have a valid Pest Control Business License in order to propose on areas requiring this service. Contractor shall possess this license when the proposal is submitted. Also, Contractor shall state how it will comply with the Pest Control Advisor requirements of the California Food and Agriculture Code.

3.1.1.8.1 Contractor shall designate all valid licenses and permit numbers in the table in **Attachment H**, and shall submit a copy of each valid license/permit with the proposal.

Any required licenses/certificates/permits must be current throughout the duration of the Contract. If staff that hold these licenses/certificates/permits change during the term of the Contract, new names and license numbers shall be submitted to the City.

## 3.2 ADDITIONAL REQUIREMENTS

Following the evaluation of proposals, and prior to any consideration of award, the recommended Contractor(s) shall provide supplemental information as required by the City. Proposers shall comply with the following:

### 3.2.1 BUSINESS LICENSE

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. (Not required at the time of proposal submission if not available, see Section 9.4 for more information.)

### 3.2.2 TRAFFIC CONTROL

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.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

### 3.3 SITE INSPECTION

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

The City shall assume that Contractor has investigated and is satisfied with the expected conditions, quality of the work to be performed, and the requirements of the Specifications. The cost of all necessary work, materials, supplies, equipment, and other items shall be included in the prices submitted. No other costs or charges shall be made unless provided for in the Contract Specifications.

By submitting a proposal, Contractor accepts the premises in their present physical condition, and shall not make any demands upon City for any improvements or alterations thereto. Contractor acknowledges that the regular completion of services hereunder will result in a gradual upgrading of the areas maintained, regardless of the present condition.

Contractors shall include a signed copy of the Certification of Site Examination Form with the submitted proposal (**Attachment J**).



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

#### **4. SUBMITTAL INSTRUCTIONS**

4.1 For questions regarding this RFP, submit all inquiries via email to [rfppurchasing@longbeach.gov](mailto:rfppurchasing@longbeach.gov) by 11:00 AM on 11/13/19. Responses to the questions will be posted on the City's website longbeach.gov/purchasing under the "Bids/RFPs" tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

4.1.1 The City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.

4.2 **RFP Timeline (times indicated are Pacific Time)**

<b>TASK</b>	<b>DATE/TIME</b>
Mandatory pre-proposal meeting/site walk	11/06/19 at 09:00 AM
Deadline for submitting questions	11/13/19 at 11:00 AM
Answers to all questions submitted available	11/27/19 at 11:00 AM
Deadline for submission of proposals	12/17/19 at 11:00 AM

***NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.***

**4.2.1 Mandatory Pre-Proposal Meeting**

A mandatory pre-proposal meeting is scheduled for 11/06/19 at 09:00 AM in front of the Aquarium of the Pacific at 100 Aquarium Way, Long Beach CA 90802. Paid parking is available in the parking structure on the water side of Shoreline Drive between Chestnut Place and Aquarium Way; metered parking is available on the street. Validations will not be provided. The purpose of this conference is to provide answers to questions regarding the RFP document. It is recommended that Contractors bring a copy of the RFP document to this meeting, as limited copies will be available. Only firms that attend will be allowed to submit a proposal to this RFP.

RSVPs are not required, but helpful in determining the required City staff needed to assist at the conference. Please use the "RSVP" button on the PlanetBids site to RSVP prior to the pre-proposal conference.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

#### 4.3 Method of Submission

Electronic proposals shall be submitted via the City's secure online bidding system. All required sections of the proposal must be submitted via the website. Proposer is solely responsible for "on time" submission of their electronic narrative proposal and cost proposal. The Bid Management System will not accept late proposals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their proposal was submitted successfully. The City will only receive those proposals that were transmitted successfully.

RFP cover page shall be signed in ink, scanned and included with narrative proposal in the electronic proposal submission.

Submit proposal online at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

4.4 **Proposals must be received by 11:00 AM (PT) on 12/17/19.** Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposals mishandled as a result of technical error. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.

4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 8, Warranty/Maintenance and Service; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.

4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

4.7 The proposal must be signed by the individual(s) legally authorized to bind the Contractor. Contractors shall complete the cover page of the RFP document, sign in ink, and submit electronically with their narrative/technical proposal.

4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

references made to the tab, page, section and/or paragraph where the supplemental information can be found.

- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.10 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION. The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **uploaded separately, but submitted together**.
- 4.11 **A responsive proposal will include the following completed documents:**
  - Narrative/technical Proposal
  - Cost Proposal
  - Attachment A – Compliance with the Terms and Conditions of the RFP, signed with any exceptions noted.
  - Attachment C – Statement of Non-Collusion, signed and dated.
  - Attachment D – Debarment, Suspension, Ineligibility and Voluntary Exclusion Certificate, signed and dated.
  - Attachment E – Contractor's W-9 and completed Vendor Application Form.
  - Attachment F – Secretary of State Registration. Contractors must be registered with the California Secretary of State prior to contract execution. Submission of Attachment F with the proposal is not mandatory; however, if the Contractor has already filed, it may be uploaded as a general attachment.
  - Attachment G – Completed, signed and dated Equal Benefits Ordinance (EBO) Form and Questionnaire.
  - Attachment H – Licenses and Permits; submit copies. (see Section 1.1.2).
  - Attachment I – Insurance Requirements; letter of commitment (see Section 3.1.1.6).
  - Attachment J – Certification of Site Examination; signed and dated.
  - Financial stability documents – See Section 9.1.
  - Any addenda (as applicable).



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **5. PROPOSAL EVALUATION AND AWARD PROCESS**

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
  - 5.1.1 Operational Approach & Management;
  - 5.1.2 Schedule (Section 3.1.1.5);
  - 5.1.3 Staffing Levels Related to Contract Requirements (Section 3.1.1.4);
  - 5.1.4 Equipment (Section 3.1.1.4);
  - 5.1.5 Regulatory Compliance (Section 1.1.2);
  - 5.1.6 Performance on Like-Sized/Similarly-Scoped Contracts (Section 3.1.1.1);
  - 5.1.7 Financial Stability (Section 3.1.1.2);
  - 5.1.8 Staff Expertise & Availability (Section 3.1.1.4); and
  - 5.1.9 Reasonableness of Cost.
- 5.2 Proposals shall be kept confidential until a contract is awarded.
- 5.3 The City may also contact the references provided in response to Section 9.3; contact any Contractor to clarify any response; contact any current users of a Contractor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.
- 5.4 The City reserves the right to request clarification of any proposal term from prospective Contractors.
- 5.5 Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.
- 5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

## **6. PROTEST PROCEDURES**

### **6.1 Who May Protest**

Only a proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A proposer may not rely on the protest submitted by another proposer but must pursue its own protest.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

#### 6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing/default.asp>. A proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5<sup>th</sup>) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

#### 6.3 Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests may be submitted via US Mail, hand delivery or email, and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

#### 6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.

#### 6.5 Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **7. PROJECT SPECIFICATIONS**

See Specifications in **Appendices 2 & 3**.

## **8. WARRANTY/MAINTENANCE AND SERVICE**

Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the tasks undertaken; that the product of such labor shall yield only first-class results; that all materials and equipment provided shall be of high quality; that the work performed will be completed, of high quality, without defects; and that all work strictly complies with the requirements of this RFP. Any work not strictly complying with the requirements of this RFP shall constitute a breach of the Contractor's warranty, which may invoke deductions.

## **9. COMPANY BACKGROUND AND REFERENCES**

### **9.1 Primary Contractor Information**

Contractors must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>). See **Attachment F**.
- Location of the company offices.
- Location of the office servicing any California account(s).
- **Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.**
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.
- Company background/history and why Contractor is qualified to provide the services described in this RFP.
- Length of time Contractor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- **Financial stability: Proposers must provide financial statements giving the City enough information to determine financial stability.** These statements may include, but are not limited to:



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- a) Financial Statement or Annual Report;
- b) Business tax return;
- c) Statement of income and related earnings;
- d) Statement of Changes in financial position;
- e) Letter from the proposer's banking institution;
- f) Statement from a certified public accounting firm.

The level and term of documentation required from the proposer to satisfy the City will be commensurate with the size and complexity of the contract and proposers should submit accordingly. If the information submitted by the proposer, or available from other sources, is insufficient to satisfy the City as to the proposer's contractual responsibility, the City may request additional information from the proposer or may deem the proposal non-responsive. The City's determination of the proposer's responsibility, for the purposes of this RFP, shall be final.

## 9.2 Subcontractor Information

### 9.2.1 Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No \_\_\_\_\_ Initials \_\_\_\_\_

If "Yes", Contractor must:

- 9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Contractor as primary contractor.
- 9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subcontractors.
- 9.2.1.4 The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
- 9.2.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

### 9.3 References

Contractors should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

### 9.4 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

For more information, go to [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).

## 10. COST

### 10.1 BASE COST

Contractor shall submit proposed costs for each site listed in **Appendix 5**. The proposed fee for each location is inclusive of all necessary costs to provide the proposed services, including but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; materials, supplies, tools, equipment; and motor vehicle fuel.

### 10.2 SUPPLEMENTAL WORK COSTS

10.2.1 The Contractor may be required by the City to provide services not listed within the base frequency for service, usually for repairs. Contractor shall submit the proposed unit cost for each of the services requested as Supplemental Work in **Appendix 5**.

10.2.2 Prior to performing any Supplemental Work, Contractor shall prepare and submit a written description of the services with an estimate of labor, materials, tools and equipment, as well as a signature line for the City



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

Representative (CR) to indicate if the work is approved to start, and then submit to the CR.

10.2.2.1 No work shall commence without the written authorization of the CR, as documented by the signature of the CR on the supplied written estimate, and returned to the Contractor.

10.2.3 Given the size of the area to be maintained, repairs are likely, but subject to available resources and other factors as determined by the City. Contractor is not entitled to any Supplemental Work.

#### 10.2.4 LABOR

10.2.4.1 Supplemental Work is not intended to be completed by crews already assigned to Base tasks. Labor normally assigned to Base tasks shall not be reassigned to complete Supplemental Work unless expressly agreed upon in writing by the CR.

10.2.4.2 The unit price for labor shall include prevailing wage, plus benefits and all overhead and markup.

#### 10.2.5 MATERIALS

10.2.5.1 The cost for materials shall incorporate materials used to perform the Supplemental Work and shall be the actual cost paid by Contractor at the time of purchase, including but not limited to any and all discounts, rebates or refunds, and/or applicable sales taxes. This cost may only include the markup specified in the cost proposal in **Appendix 5**. Any markup will be determined on the actual cost of the item, not including sales tax.

10.2.5.2 All materials used in Supplemental Work shall be new and identical to existing materials unless expressly agreed upon in writing by the CR. Plant material shall be healthy, free of disease and pests, of the proper designated size, and not root bound.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

### 10.3 BILLING & INVOICING

**Contractor shall include a sample of invoices for Base and Supplemental Work with proposal.**

- 10.3.1 Each month, one (1) invoice shall be submitted for the Base services performed during the preceding month for each area. 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 each Area for the period covering the preceding month.
- 10.3.2 A separate invoice shall be submitted for each approved Supplemental Work service approved and provided.
  - 10.3.2.1 Supplemental Work must be authorized by the City and evidence of the authorization in the form of a copy of the signed estimate shall be supplied with each Supplemental Work invoice.
  - 10.3.2.2 The invoice for Supplemental Work shall show the exact location of the work, including the name and location, with a brief description of work performed. The invoice shall include an itemized list of the costs associated with the task, including any supplies used with their unit price, as well as total cost and labor, provided the labor is chargeable to this Supplemental Work.
  - 10.3.2.3 Invoices for Supplemental Work must be submitted weekly.
- 10.3.3 The City will pay invoices in due course, 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 the Specifications, inspected and accepted by the City, and that applicable documentation has been submitted in accordance with this Contract.
- 10.3.4 In the event the City transfers or adds 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/added from/to the Contract and the Contract price shall be reduced/increased.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

10.3.4.1 If areas are added to the contract, Contractor shall provide the CR with an estimate to perform the Base tasks as supplied by the CR, and the final cost of the areas shall be determined through negotiation and then agreed upon and verified in writing by the City.

## 11. BONDS

### 11.1 Faithful Performance Bond

The successful proposer shall submit a Faithful Performance Bond for 100 percent of cost of bid. Successful bidder shall only be required to submit bond if award is made and notice is given from the City. The cost of the bond shall be included in the bid, and in the successful bidder's invoice. The bond will be issued to the City Long Beach, Purchasing Division, Long Beach City Hall, 411 West Ocean Blvd., Long Beach, California 90802 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). The successful bidder shall use only the bond form supplied by the City.

A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in Section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

### 11.2 Labor and Materials Bond

The Contractor shall submit a Labor and Materials Bond to the City Purchasing Agent, Long Beach City Hall, 411 West Ocean Blvd., First Floor, Long Beach, California 90802, if the total bid amount is more than \$25,000.00. The amount of the bond shall be (Contractor shall complete) \$ \_\_\_\_\_ (which is 100 percent of the 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).

A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

### 11.3 Notarial Acknowledgments Required with Bonds

Signatures 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.

## 12. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process may be funded in whole or in part by various granting entities. Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

- 12.1 Order of Precedence – In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.
- 12.2 Access to Contractor's Records – The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.
- 12.3 Americans with Disabilities Act – The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.
- 12.4 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- 12.5 Compliance with Copeland "Anti-Kickback" Act – The Awarded Contractor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- 12.6 Compliance with Davis-Bacon Act – The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
- 12.7 Copyright – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Contractor shall comply with 25 CFR 85.34.
- 12.8 Drug-Free Workplace – The Awarded Contractor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.
- 12.9 Energy Efficiency – The Awarded Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 12.10 Environmental Legislation – The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.11 System for Award Management (SAM) – In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database ([www.sam.gov](http://www.sam.gov)).
- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 49 CFR §13.36(e).

- 12.13 National Preservation Acts – The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 12.14 Non-discrimination; Equal Employment Opportunity – The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.
- 12.15 Patent Rights – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.
- 12.16 Payments, Reports, Records, Retention and Enforcement – The Awarded Contractor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Contractor shall retain all of its records relating to the project for a period of five (5) years after



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

City makes final payment to the Awarded Contractor and all other pending matters are closed.

- 12.17 Publications – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- 12.18 Rights to Data – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).
- 12.19 Rights to Use Inventions – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.

### **13. TERMS, CONDITIONS AND EXCEPTIONS**

- 13.1 This contract will be for a period of 24 months with three annual renewal options at the discretion of the City. The contract term will not exceed 60 months.
- 13.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.
- 13.4 The City reserves the right to reject any or all proposals received prior to contract award.
- 13.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- 13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Contractors.
- 13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Contractor's standard contract language. The omission of these documents may render a proposal non-responsive.
- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Contractor or prospective Contractor.
- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 13.13 Prices offered by Contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.
- 13.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

constitute a complete waiver of any and all claims for damages caused by any release of the information.

- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Contractor's obligations.
- 13.17 The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
- 13.18 The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.
- 13.19 Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.
- 13.20 Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of **Attachment A** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

- 13.24 Contractor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to **Attachment G** for further information regarding the requirements of the ordinance.

All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in **Attachment G**. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

- 13.27 All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

in this Contract, including any obligations arising from the Project's Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor.

The provisions of this Section shall survive the expiration or termination of this Contract.

**13.28 CALIFORNIA WAGE RATE REQUIREMENTS:** Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, 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, classification or type of workers needed to perform the Work, in accordance with **prevailing wage determination 2019-2**. In accordance with the provisions of California Labor Code Sections 1771, 1774-1776, 1777.5, 1813 and 1815, the Contractor to whom the Contract is awarded, and its subcontractors, shall pay to all workers in the performance of the Work not less than the prevailing rate of wages needed to execute the contract, where such rates are not less than the above-referenced Federal Wage Decision. Copies of schedules of prevailing wage rates may be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>. Bidders are directed to Section 7-2, "Labor," of the



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

Standard Specifications, and to Division H, Subsection 7-2.2, "Prevailing Wages," for requirements concerning payment of prevailing wages, payroll records, and hours of labor. [California Labor Code Section 1773.2] [LBMC 2.87.120]

13.29 **DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE:** This project is a public work and subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.

13.30 **APPRENTICESHIP EMPLOYMENT:** The Contractor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor and, by submitting a Bid and executing the Contract, the Contractor stipulates that it shall so comply.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment A

# **CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions MUST be documented.

SIGNATURE \_\_\_\_\_

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

## EXCEPTION SUMMARY FORM



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment B

### PRO-FORMA AGREEMENT

[ATTACHED FOR REFERENCE ONLY; TO BE COMPLETED UPON CONTRACT AWARD]

## AGREEMENT

THIS AGREEMENT is made and entered, in duplicate, as of \_\_\_\_\_, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ corporation/limited liability company etc. ("Consultant"), with a place of business at \_\_\_\_\_, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with \_\_\_\_\_ ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

## 1. SCOPE OF WORK OR SERVICES

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above 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

1 this Agreement. For the purposes of this Section, a fiscal year commences on  
2 October 1 of the year and continues through September 30 of the following year. In  
3 the event that the City Council of the City fails to appropriate the necessary funds  
4 for any fiscal year, then, and in that event, the Agreement will terminate at no  
5 additional cost or obligation to the City.

6 C. Consultant may select the time and place of performance for  
7 these services; provided, however, that access to City documents, records and the  
8 like, if needed by Consultant, shall be available only during City's normal business  
9 hours and provided that milestones for performance, if any, are met.

10 D. Consultant has requested to receive regular payments. City  
11 shall pay Consultant in due course of payments following receipt from Consultant  
12 and approval by City of invoices showing the services or task performed, the time  
13 expended (if billing is hourly), and the name of the Project. Consultant shall certify  
14 on the invoices that Consultant has performed the services in full conformance with  
15 this Agreement and is entitled to receive payment. Each invoice shall be  
16 accompanied by a progress report indicating the progress to date of services  
17 performed and covered by the invoice, including a brief statement of any Project  
18 problems and potential causes of delay in performance, and listing those services  
19 that are projected for performance by Consultant during the next invoice cycle.  
20 Where billing is done and payment is made on an hourly basis, the parties  
21 acknowledge that this arrangement is either customary practice for Consultant's  
22 profession, industry or business, or is necessary to satisfy audit and legal  
23 requirements which may arise due to the fact that City is a municipality.

24 E. Consultant represents that Consultant has obtained all  
25 necessary information on conditions and circumstances that may affect its  
26 performance and has conducted site visits, if necessary.

27 F. CAUTION: Consultant shall not begin work until this  
28 Agreement has been signed by both parties and until Consultant's evidence of

1 insurance has been delivered to and approved by City.

2 2. TERM. The term of this Agreement shall commence at midnight on  
3 (BEGINNING DATE), and shall terminate at 11:59 p.m. on (ENDING DATE), unless sooner  
4 terminated as provided in this Agreement, or unless the services or the Project is  
5 completed sooner.

6 3. COORDINATION AND ORGANIZATION.

7 A. Consultant shall coordinate its performance with City's  
8 representative, if any, named in Exhibit "C", attached to this Agreement and  
9 incorporated by this reference. Consultant shall advise and inform City's  
10 representative of the work in progress on the Project in sufficient detail so as to  
11 assist City's representative in making presentations and in holding meetings on the  
12 Project. City shall furnish to Consultant information or materials, if any, described  
13 in Exhibit "D", attached to this Agreement and incorporated by this reference, and  
14 shall perform any other tasks described in the Exhibit.

15 B. The parties acknowledge that a substantial inducement to City  
16 for entering this Agreement was and is the reputation and skill of Consultant's key  
17 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
18 reference. City shall have the right to approve any person proposed by Consultant  
19 to replace that key employee.

20 4. INDEPENDENT CONTRACTOR. In performing its services,  
21 Consultant is and shall act as an independent contractor and not an employee,  
22 representative or agent of City. Consultant shall have control of Consultant's work and the  
23 manner in which it is performed. Consultant shall be free to contract for similar services to  
24 be performed for others during this Agreement; provided, however, that Consultant acts in  
25 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges  
26 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;  
27 (b) City will not secure workers' compensation or pay unemployment insurance to, for or  
28 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of

1 the usual and customary rights, benefits or privileges of City employees. Consultant  
2 expressly warrants that neither Consultant nor any of Consultant's employees or agents  
3 shall represent themselves to be employees or agents of City.

4 5. INSURANCE.

5 A. As a condition precedent to the effectiveness of this  
6 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
7 duration of this Agreement, from insurance companies that are admitted to write  
8 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
9 Company or from authorized non-admitted insurance companies subject to Section  
10 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
11 by A.M. Best Company, the following insurance:

12 i. Commercial general liability insurance (equivalent in  
13 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less  
14 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.  
15 This coverage shall include but not be limited to broad form contractual  
16 liability, cross liability, independent contractors liability, and products and  
17 completed operations liability. City, its boards and commissions, and their  
18 officials, employees and agents shall be named as additional insureds by  
19 endorsement (on City's endorsement form or on an endorsement equivalent  
20 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10  
21 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),  
22 and this insurance shall contain no special limitations on the scope of  
23 protection given to City, its boards and commissions, and their officials,  
24 employees and agents. This policy shall be endorsed to state that the insurer  
25 waives its right of subrogation against City, its boards and commissions, and  
26 their officials, employees and agents.

27 ii. Workers' Compensation insurance as required by the  
28 California Labor Code and employer's liability insurance in an amount not

less than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

iii. Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.

iv. Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.

B. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Consultant. Consultant shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Consultant guarantees that Consultant will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

E. Consultant shall require that all subconsultants or contractors

1 that Consultant uses in the performance of these services maintain insurance in  
2 compliance with this Section unless otherwise agreed in writing by City's Risk  
3 Manager or designee.

4 F. Prior to the start of performance, Consultant shall deliver to City  
5 certificates of insurance and the endorsements for approval as to sufficiency and  
6 form. In addition, Consultant shall, within thirty (30) days prior to expiration of the  
7 insurance, furnish to City certificates of insurance and endorsements evidencing  
8 renewal of the insurance. City reserves the right to require complete certified copies  
9 of all policies of Consultant and Consultant's subconsultants and contractors, at any  
10 time. Consultant shall make available to City's Risk Manager or designee all books,  
11 records and other information relating to this insurance, during normal business  
12 hours.

13 G. Any modification or waiver of these insurance requirements  
14 shall only be made with the approval of City's Risk Manager or designee. Not more  
15 frequently than once a year, City's Risk Manager or designee may require that  
16 Consultant, Consultant's subconsultants and contractors change the amount, scope  
17 or types of coverages required in this Section if, in his or her sole opinion, the  
18 amount, scope or types of coverages are not adequate.

19 H. The procuring or existence of insurance shall not be construed  
20 or deemed as a limitation on liability relating to Consultant's performance or as full  
21 performance of or compliance with the indemnification provisions of this Agreement.

22 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
23 contemplates the personal services of Consultant and Consultant's employees, and the  
24 parties acknowledge that a substantial inducement to City for entering this Agreement was  
25 and is the professional reputation and competence of Consultant and Consultant's  
26 employees. Consultant shall not assign its rights or delegate its duties under this  
27 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
28 of City, except that Consultant may with the prior approval of the City Manager of City,

1 assign any moneys due or to become due Consultant under this Agreement. Any  
2 attempted assignment or delegation shall be void, and any assignee or delegate shall  
3 acquire no right or interest by reason of an attempted assignment or delegation.  
4 Furthermore, Consultant shall not subcontract any portion of its performance without the  
5 prior approval of the City Manager or designee, or substitute an approved subconsultant  
6 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
7 prevent Consultant from employing as many employees as Consultant deems necessary  
8 for performance of this Agreement.

9           7.     CONFLICT OF INTEREST. Consultant, by executing this Agreement,  
10 certifies that, at the time Consultant executes this Agreement and for its duration,  
11 Consultant does not and will not perform services for any other client which would create  
12 a conflict, whether monetary or otherwise, as between the interests of City and the interests  
13 of that other client. Consultant further certifies that Consultant does not now have and shall  
14 not acquire any interest, direct or indirect, in the area covered by this Agreement or any  
15 other source of income, interest in real property or investment which would be affected in  
16 any manner or degree by the performance of Consultant's services hereunder. And,  
17 Consultant shall obtain similar certifications from Consultant's employees, subconsultants  
18 and contractors.

19           8.     MATERIALS. Consultant shall furnish all labor and supervision,  
20 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
21 necessary to or used in the performance of Consultant's obligations under this Agreement,  
22 except as stated in Exhibit "D".

23           9.     OWNERSHIP OF DATA. All materials, information and data  
24 prepared, developed or assembled by Consultant or furnished to Consultant in connection  
25 with this Agreement, including but not limited to documents, estimates, calculations,  
26 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
27 models, reports, summaries, drawings, designs, notes, plans, information, material and  
28 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,

1 and City shall have the unrestricted right to use and disclose the Data in any manner and  
2 for any purpose without payment of further compensation to Consultant. Copies of Data  
3 may be retained by Consultant but Consultant warrants that Data shall not be made  
4 available to any person or entity for use without the prior approval of City. This warranty  
5 shall survive termination of this Agreement for five (5) years.

6                   10. TERMINATION. Either party shall have the right to terminate this  
7 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
8 prior written notice to the other party. In the event of termination under this Section, City  
9 shall pay Consultant for services satisfactorily performed and costs incurred up to the  
10 effective date of termination for which Consultant has not been previously paid. The  
11 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective  
12 date of termination, Consultant shall deliver to City all Data developed or accumulated in  
13 the performance of this Agreement, whether in draft or final form, or in process. And,  
14 Consultant acknowledges and agrees that City's obligation to make final payment is  
15 conditioned on Consultant's delivery of the Data to City.

16                   11. CONFIDENTIALITY. Consultant shall keep all Data confidential and  
17 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
18 performing its services, during the term of this Agreement and for five (5) years following  
19 expiration or termination of this Agreement. In addition, Consultant shall keep confidential  
20 all information, whether written, oral or visual, obtained by any means whatsoever in the  
21 course of performing its services for the same period of time. Consultant shall not disclose  
22 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit  
23 of others except for the purpose of this Agreement.

24                   12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
25 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
26 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available  
27 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
28 disclose does so to Consultant without restrictions on further disclosure; or (d) must be

1 disclosed pursuant to subpoena or court order.

2                   13. ADDITIONAL COSTS AND REDESIGN.

3                   A. Any costs incurred by City due to Consultant's failure to meet  
4 the standards required by the scope of work or Consultant's failure to perform fully  
5 the tasks described in the scope of work which, in either case, causes City to request  
6 that Consultant perform again all or part of the Scope of Work shall be at the sole  
7 cost of Consultant and City shall not pay any additional compensation to Consultant  
8 for its re-performance.

9                   B. If the Project involves construction and the scope of work  
10 requires Consultant to prepare plans and specifications with an estimate of the cost  
11 of construction, then Consultant may be required to modify the plans and  
12 specifications, any construction documents relating to the plans and specifications,  
13 and Consultant's estimate, at no cost to City, when the lowest bid for construction  
14 received by City exceeds by more than ten percent (10%) Consultant's estimate.  
15 This modification shall be submitted in a timely fashion to allow City to receive new  
16 bids within four (4) months after the date on which the original plans and  
17 specifications were submitted by Consultant.

18                   14. AMENDMENT. This Agreement, including all Exhibits, shall not be  
19 amended, nor any provision or breach waived, except in writing signed by the parties which  
20 expressly refers to this Agreement.

21                   15. LAW. This Agreement shall be construed in accordance with the laws  
22 of the State of California, and the venue for any legal actions brought by any party with  
23 respect to this Agreement shall be the County of Los Angeles, State of California for state  
24 actions and the Central District of California for any federal actions. Consultant shall cause  
25 all work performed in connection with construction of the Project to be performed in  
26 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
27 county or municipal governments or agencies (including, without limitation, all applicable  
28 federal and state labor standards, including the prevailing wage provisions of sections 1770

1       *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
2 marshal, health officer, building inspector, or other officer of every governmental agency  
3 now having or hereafter acquiring jurisdiction.

4       16.    PREVAILING WAGES.

5           A.    Consultant agrees that all public work (as defined in California  
6       Labor Code section 1720) performed pursuant to this Agreement (the "Public  
7       Work"), if any, shall comply with the requirements of California Labor Code sections  
8       1770 *et seq.* City makes no representation or statement that the Project, or any  
9       portion thereof, is or is not a "public work" as defined in California Labor Code  
10      section 1720.

11           B.    In all bid specifications, contracts and subcontracts for any  
12      such Public Work, Consultant shall obtain the general prevailing rate of per diem  
13      wages and the general prevailing rate for holiday and overtime work in this locality  
14      for each craft, classification or type of worker needed to perform the Public Work,  
15      and shall include such rates in the bid specifications, contract or subcontract. Such  
16      bid specifications, contract or subcontract must contain the following provision: "It  
17      shall be mandatory for the contractor to pay not less than the said prevailing rate of  
18      wages to all workers employed by the contractor in the execution of this contract.  
19      The contractor expressly agrees to comply with the penalty provisions of California  
20      Labor Code section 1775 and the payroll record keeping requirements of California  
21      Labor Code section 1771."

22           17.    ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
23      constitutes the entire understanding between the parties and supersedes all other  
24      agreements, oral or written, with respect to the subject matter in this Agreement.

25           18.    INDEMNITY.

26           A.    Consultant shall indemnify, protect and hold harmless City, its  
27      Boards, Commissions, and their officials, employees and agents ("Indemnified  
28      Parties"), from and against any and all liability, claims, demands, damage, loss,

1 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
2 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or  
3 in connection with (1) Consultant's breach or failure to comply with any of its  
4 obligations contained in this Agreement, including any obligations arising from the  
5 Project's compliance with or failure to comply with applicable laws, including all  
6 applicable federal and state labor requirements including, without limitation, the  
7 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful  
8 acts, errors, omissions or misrepresentations committed by Consultant, its officers,  
9 employees, agents, subcontractors, or anyone under Consultant's control, in the  
10 performance of work or services under this Agreement (collectively "Claims" or  
11 individually "Claim").

12 B. In addition to Consultant's duty to indemnify, Consultant shall  
13 have a separate and wholly independent duty to defend Indemnified Parties at  
14 Consultant's expense by legal counsel approved by City, from and against all  
15 Claims, and shall continue this defense until the Claims are resolved, whether by  
16 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
17 breach, or the like on the part of Consultant shall be required for the duty to defend  
18 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
19 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
20 in the defense.

21 C. If a court of competent jurisdiction determines that a Claim was  
22 caused by the sole negligence or willful misconduct of Indemnified Parties,  
23 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the  
24 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
25 percentage of willful misconduct attributed by the court to the Indemnified Parties.

26 D. The provisions of this Section shall survive the expiration or  
27 termination of this Agreement.

28 19. AMBIGUITY. In the event of any conflict or ambiguity between this

1 Agreement and any Exhibit, the provisions of this Agreement shall govern.

2 20. NONDISCRIMINATION.

3 A. In connection with performance of this Agreement and subject  
4 to applicable rules and regulations, Consultant shall not discriminate against any  
5 employee or applicant for employment because of race, religion, national origin,  
6 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
7 disability. Consultant shall ensure that applicants are employed, and that  
8 employees are treated during their employment, without regard to these bases.  
9 These actions shall include, but not be limited to, the following: employment,  
10 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or  
11 termination; rates of pay or other forms of compensation; and selection for training,  
12 including apprenticeship.

13 B. It is the policy of City to encourage the participation of  
14 Disadvantaged, Minority and Women-Owned Business Enterprises in City's  
15 procurement process, and Consultant agrees to use its best efforts to carry out this  
16 policy in its use of subconsultants and contractors to the fullest extent consistent  
17 with the efficient performance of this Agreement. Consultant may rely on written  
18 representations by subconsultants and contractors regarding their status.  
19 Consultant shall report to City in May and in December or, in the case of short-term  
20 agreements, prior to invoicing for final payment, the names of all subconsultants  
21 and contractors hired by Consultant for this Project and information on whether or  
22 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as  
23 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

24 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
25 accordance with the provisions of the Ordinance, this Agreement is subject to the  
26 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
27 Long Beach Municipal Code, as amended from time to time.

28 A. During the performance of this Agreement, the Consultant

1 certifies and represents that the Consultant will comply with the EBO. The  
2 Consultant agrees to post the following statement in conspicuous places at its place  
3 of business available to employees and applicants for employment:

4 "During the performance of a contract with the City of Long Beach, the  
5 Consultant will provide equal benefits to employees with spouses and its  
6 employees with domestic partners. Additional information about the City of  
7 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
8 Long Beach Business Services Division at 562-570-6200."

9 B. The failure of the Consultant to comply with the EBO will be  
10 deemed to be a material breach of the Agreement by the City.

11 C. If the Consultant fails to comply with the EBO, the City may  
12 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
13 to become due under the Agreement may be retained by the City. The City may  
14 also pursue any and all other remedies at law or in equity for any breach.

15 D. Failure to comply with the EBO may be used as evidence  
16 against the Consultant in actions taken pursuant to the provisions of Long Beach  
17 Municipal Code 2.93 et seq., Contractor Responsibility.

18 E. If the City determines that the Consultant has set up or used its  
19 contracting entity for the purpose of evading the intent of the EBO, the City may  
20 terminate the Agreement on behalf of the City. Violation of this provision may be  
21 used as evidence against the Consultant in actions taken pursuant to the provisions  
22 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

23 22. NOTICES. Any notice or approval required by this Agreement shall  
24 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
25 postage prepaid, addressed to Consultant at the address first stated above, and to City at  
26 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
27 to the City Engineer at the same address. Notice of change of address shall be given in  
28 the same manner as stated for other notices. Notice shall be deemed given on the date

1 deposited in the mail or on the date personal delivery is made, whichever occurs first.

2                   23. COPYRIGHTS AND PATENT RIGHTS.

3                   A. Consultant shall place the following copyright protection on all

4 Data: © City of Long Beach, California \_\_\_\_, inserting the appropriate year.

5                   B. City reserves the exclusive right to seek and obtain a patent or  
6 copyright registration on any Data or other result arising from Consultant's  
7 performance of this Agreement. By executing this Agreement, Consultant assigns  
8 any ownership interest Consultant may have in the Data to City.

9                   C. Consultant warrants that the Data does not violate or infringe  
10 any patent, copyright, trade secret or other proprietary right of any other party.  
11 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials  
12 and employees harmless from any and all claims, demands, damages, loss, liability,  
13 causes of action, costs or expenses (including reasonable attorney's fees) whether  
14 or not reduced to judgment, arising from any breach or alleged breach of this  
15 warranty.

16                   24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants  
17 that Consultant has not employed or retained any entity or person to solicit or obtain this  
18 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,  
19 commission or other monies based on or from the award of this Agreement. If Consultant  
20 breaches this warranty, City shall have the right to terminate this Agreement immediately  
21 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
22 due under this Agreement or otherwise recover the full amount of the fee, commission or  
23 other monies.

24                   25. WAIVER. The acceptance of any services or the payment of any  
25 money by City shall not operate as a waiver of any provision of this Agreement or of any  
26 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
27 Agreement shall not constitute a waiver of any other or subsequent breach of this  
28 Agreement.

1                   26. CONTINUATION. Termination or expiration of this Agreement shall  
2 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
3 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

4                   27. TAX REPORTING. As required by federal and state law, City is  
5 obligated to and will report the payment of compensation to Consultant on Form 1099-  
6 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
7 resulting from payments under this Agreement. Consultant shall submit Consultant's  
8 Employer Identification Number (EIN), or Consultant's Social Security Number if  
9 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of  
10 Financial Management. Consultant acknowledges and agrees that City has no obligation  
11 to pay Consultant until Consultant provides one of these numbers.

12                  28. ADVERTISING. Consultant shall not use the name of City, its officials  
13 or employees in any advertising or solicitation for business or as a reference, without the  
14 prior approval of the City Manager or designee.

15                  29. AUDIT. City shall have the right at all reasonable times during the  
16 term of this Agreement and for a period of five (5) years after termination or expiration of  
17 this Agreement to examine, audit, inspect, review, extract information from and copy all  
18 books, records, accounts and other documents of Consultant relating to this Agreement.

19                  30. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
20 designed to or entered for the purpose of creating any benefit or right for any person or  
21 entity of any kind that is not a party to this Agreement.

22                  IN WITNESS WHEREOF, the parties have caused this document to be duly  
23 executed with all formalities required by law as of the date first stated above.

24                  (NAME OF CONSULTANT)

25                  \_\_\_\_\_, 20\_\_\_\_\_  
26                  By \_\_\_\_\_  
                    Name \_\_\_\_\_  
                    Title \_\_\_\_\_

27                  \_\_\_\_\_, 20\_\_\_\_\_  
28                  By \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_

“Consultant”

CITY OF LONG BEACH, a municipal  
corporation

, 20 \_\_\_\_\_  
By \_\_\_\_\_  
City Manager

“City”

This Agreement is approved as to form on \_\_\_\_\_, 20 \_\_\_\_\_.  
CHARLES PARKIN, City Attorney

By \_\_\_\_\_  
Deputy



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment C

### Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

---

Authorized signature and date

---

Print Name & Title



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment D

### Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

*Please read Acceptance of Certification and Instructions for Certification before completing*

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

---

Business/Contractor/Agency

---

Name of Authorized Representative

---

Title of Authorized Representative

---

Signature of Authorized Representative

---

Date

r20141001



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **Acceptance of Certification**

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

### **Instructions for completing the form, Attachment –Debarment Certification**

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at [www.sam.gov](http://www.sam.gov) to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the  
Purchasing Division in the City of Long Beach Business Services Bureau at 562-570-6200.***

Rev 12.11.13



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment E

### **W-9 Request for Taxpayer Identification Number and Certification**

[W-9 Form must be signed and dated.]

[Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]

[Vendor Application Form is for internal City use only.]





City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## VENDOR APPLICATION FORM

Company Name (same as line 1 on W9):	DBA Name (same as line 2 on W9):	leave blank if not applicable
Federal Tax ID Number (or SSN):	required (this number is a fed tax ID: <input type="radio"/> SSN: <input type="radio"/>	
Web Address:		
Purchase Order Address:		
Attn:		
City:		
State:	Zip Code:	
Contact Name:		
Email:		
Phone Number:		
Fax:		
Toll Free:		
If 'remit to' address is the same as the purchase order address, put SAME in first box only		
'Remit to' Address :		
Attn:		
City:		
State:	Zip Code:	
Contact Name:		
Email:		
Phone Number:		
Fax:		
Toll Free:		
Type of Ownership:		
Individual <input type="radio"/>	Partnership <input type="radio"/>	Corporation <input type="radio"/>
LLC <input type="radio"/>	Nonprofit <input type="radio"/>	Government <input type="radio"/>
Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)		
MBE <input type="radio"/>	WBE <input type="radio"/>	Local <input type="radio"/>
DBE <input type="radio"/>	Certified SBE <input type="radio"/>	Certified Micro <input type="radio"/>
State certification number:		



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment F

### Secretary of State Certification

**Please provide print out showing your business is registered with the California Secretary of State.**

**(Note, individual and sole proprietor companies are not required to register)**

**Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:**

**www.kepler.sos.ca.gov/**

The screenshot shows the official website of the California Secretary of State, featuring a banner with the quote "common good, privacy, All people, Liberty, Speak without discrimination." The main navigation bar includes links for "Secretary of State Main Website", "Business Programs", "Notary & Authentications", "Elections", "Campaign & Lobbying", "State Archives", and "Registries". The "Business Programs" tab is currently selected. The "Business Search" section is highlighted, with a sub-section titled "Business Search". The page provides instructions for searching business entity information, including selecting a search type (Corporation Name, Limited Liability Company/Limited Partnership Name, Entity Number), entering the entity name or number, and clicking a "Search" button. A disclaimer at the bottom states that the search tool groups corporations separately from limited liability companies and limited partnerships. Another disclaimer notes that the information provided is "as is" and the Secretary of State is not responsible for any losses.

**ATTACHMENT G**  
**EQUAL BENEFITS ORDINANCE (EBO) FORM**

## **EQUAL BENEFITS ORDINANCE DISCLOSURE FORM**

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used is where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

### Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the

Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Business Entity Name: \_\_\_\_\_

## CERTIFICATION OF COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

### Section 1. CONTRACTOR/VENDOR INFORMATION

Name: \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_

### Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees.  Yes  No
- B. Does your company provide (or make available at the employees' expense) any employee benefits?  Yes  No  
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?  
 Yes  No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?  
 Yes  No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?  Yes  
 No  
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

### Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

Yes  No

#### Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

#### Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment H

### License Certification Table

Contractor shall designate all valid Licenses/Permit numbers in the table below, and shall submit a copy of each valid License/Permit with this Attachment.

LICENSE/PERMIT	NUMBER	EXPIRATION DATE
1. C-27 Landscaping Contractor License		
2. Pest Control Business License		
3. Pest Control Advisor License Categories: A, B, D & E		
4. Qualified Applicator's License in in Category A, B, C & F		
5. Los Angeles County Agricultural Commissioner's Registration Permit		
6. City of Long Beach Business License (required upon notification of award).		
7. Certified Irrigation Technician License		
8. Other, if applicable		



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment I

### INSURANCE REQUIREMENTS

[ATTACHED FOR REFERENCE]



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

### **[Contractor = Landscaping Services Contractor]**

**INSURANCE.** As a condition precedent to the effectiveness of this Agreement, Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- (a) Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 which does not exclude coverage for liability resulting from XCU (explosion, underground, and collapse) perils, cross liability protection, sudden and accidental pollution and cleanup liability, mobile equipment, and products and completed operations liability and that names the **City of Long Beach, and its officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the **City of Long Beach, and its officials, employees, and agents**.
- (c) Commercial automobile liability insurance equivalent in One Million Dollars (US \$1,000,000) combined single limit (CSL) covering Symbol 1 ("any auto").
- (d) Excess liability insurance on a following form basis insurance in excess of the coverage provided by (a) and (c), including, but not limited to, additional insured coverage, in an amount not less than Four Million Dollars (\$4,000,000) per claim and in aggregate covering the services provided pursuant to this Agreement.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the **City of Long Beach, and its officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

*Any subcontractors which Contractor may use in the performance of this Agreement shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.*



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Agreement. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **Attachment J**

### **City of Long Beach**

### **Certification of Site Examination**

Each proposer shall be fully informed of the conditions relating to the Work and the employment of labor thereon. Failure to do so will not relieve a successful proposer of this obligation to furnish all material and labor necessary to carry out the provisions of this Contract.

Each proposer shall examine the site(s) for the Work described herein to its satisfaction.

This is to certify that I have examined the subject site(s) to my satisfaction and the proposal is complete and there will be no additional payment for failure to examine the site(s) thoroughly.

---

Printed Name of Company Representative

---

Signature of Representative

---

Date



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Appendix 1

### ADDITIONAL TERMS AND CONDITIONS



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
<b>1. TERMINOLOGY</b>	
1.1 Interpretation / Terminology	5
<b>2. CONTRACT REQUIREMENTS</b>	
2.1 Independent Contractor	8
2.2 Contract Transition	8
2.2.1 Transition In	8
2.2.2 Transition Out	8
2.3 Hours and Days of Maintenance Services	8
2.3.1 Scheduling of Operations	8
2.3.2 Service Schedules	9
2.4 Non-Interference	10
2.5 Consumable Materials and Supplies – Contractor-Supplied	10
2.6 Consumable Materials and Supplies – City-Supplied	11
<b>3. RESPONSIBILITIES OF THE CONTRACTOR</b>	
3.1 Inquiries and Complaints	12
3.2 Safety	12
3.3 Vehicles and Equipment	14
3.4 Locks and Keys	16
3.5 Service Yard and Storage Area(s)	16
3.6 Utilities	18
3.7 Traffic Control	18
3.8 Bloodborne Pathogens and Biohazardous Material	18
3.9 Accident Reporting and Site Securing	19
3.10 Vandalism	19
3.11 Cooperation / Collateral Work	19
3.12 Protection of Existing Facilities and Structures	19



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
3.13 Protection of Property During Inclement Weather (Emergency Response)	19
3.14 Emergency Numbers and Emergency Call-Outs	20
3.15 Contractor's Staff	21
3.16 Work and Workmanship	22
3.17 Supervision and Special Skills	23
3.18 Management and Enforcement	23
3.19 Contact with Minors	24
 <b>4. PROSECUTION OF WORK</b>	
4.1 Subcontracting	25
4.2 Contractor Hiring	25
4.3 Notice Requirements	25
4.4 Default by Contractor / Termination	26
4.5 Temporary Suspension of Work	26
4.6 Damage Caused by Contractor	27
4.7 Non-Emergency Call-Outs	27
4.8 Work Not Included	27
4.9 Signs / Improvements	28
 <b>5. ENVIRONMENTAL REQUIREMENTS</b>	
5.1 Environmental Requirements	29
5.2 Refuse Disposal	30
5.3 Hazardous Materials	30
5.4 Sound / Noise Control Requirements	30
 <b>6. CHANGES TO THE CONTRACT</b>	
6.1 City's Right to do Work	32
6.2 Changes in Service	32



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## TABLE OF CONTENTS

<u>SECTION</u>		<u>PAGE</u>
6.2.1	Special Events	32
6.2.2	Construction Activity and Maintenance Functions	32
6.3	Special Requests	32
6.3.1	Soil and Plant Testing	33
<b>7. CONTRACT ENFORCEMENT AND EVALUATION</b>		
7.1	Contract Enforcement	34
7.2	Performance Evaluation	34



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 1 TERMINOLOGY

### 1.1 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:

- 1.1.1 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 City.
- 1.1.2 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" are sustained or retained.
- 1.1.3 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, bike racks, fences, walls, monument pedestals, decorative features, benches, picnic tables, light standards/flag poles, handrails, electrical panels and transformer enclosures, and signage.
- 1.1.4 Athletic Turf: Grass surfaces maintained for the goal of primarily providing a smooth, safe playing surface for sports.
- 1.1.5 Automated Irrigation System: Valves, sprinklers, etc., that are operated using a controller which functions electrically, hydraulically, or thermally.
- 1.1.6 Biopesticide: Certain types of pesticides derived from such natural materials as animals, plants, bacteria, and certain minerals.
- 1.1.7 BMP: Best Management Practices are identified by individual industry and must be incorporated into the operational management of the Contract.
- 1.1.8 Centrally Operated Irrigation System: Sprinklers, valves, etc., are turned on remotely from centralized software.
- 1.1.9 Confined Area: An area of turf bordered on three (3) or more sides by shrub beds, planters, hardscapes, walls, fences, play areas, decomposed granite areas, or other like borders.
- 1.1.10 Contiguous Hardscape: Hardscape medians that are on the same street as the landscaped medians and continue through to the next major intersection.
- 1.1.11 CR: City Representative.
- 1.1.12 EIC: Employee in Charge.
- 1.1.13 Emergency: An unforeseen combination of circumstances or the resulting state that calls for immediate assistance or relief.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 1 TERMINOLOGY

- 1.1.14 ET: Evapotranspiration, or the water lost from a plant system due to evaporation from soil or transpiration of water through the plant.
- 1.1.15 General Turf: All grass locations which are primarily used for leisure activities and not used for sports.
- 1.1.16 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 subject areas, or generated as a result of services provided by Contractor. "Clean Green Waste" shall not contain more than 10% contaminants.
- 1.1.17 Hardscape (or Hardscapes, Hardscape Areas): Sidewalks, walkways, patios, quads, game courts, bike paths, paved areas, and like surfaces.
- 1.1.18 Hazard: Anything likely to cause a person or animal harm.
- 1.1.19 Homeless Imprint: An area defined by belongings, including personal items such as tents, carts, tarps, blankets, furniture, and food, which appears to be a settled area.
- 1.1.20 Initial Cleaning (or Operation): The first cleaning or first maintenance operation of several scheduled for a given day.
- 1.1.21 Interior Roads: Roads which are contained within the boundaries of a given area.
- 1.1.22 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.
- 1.1.23 Non-emergency: An unplanned service requirement that needs additional attention in a prescribed time period.
- 1.1.24 Pesticide: Products which prevent, destroy, repel, or mitigate a pest, or which are plant regulators, defoliants, desiccants, or nitrogen stabilizers. A registered chemical is identified using an EPA and/or Cal Registration Number, or both.
- 1.1.25 Recyclable Material: Plastic, glass, or aluminum materials having economic value when separated from trash.
- 1.1.26 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.
- 1.1.27 ROC: Rail Operations Center.
- 1.1.28 ROW: Right-of-way.
- 1.1.29 SDS: Safety Data Sheet



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 1 TERMINOLOGY

- 1.1.30 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 cleaning the entire surface. 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.
- 1.1.31 Street Sidewalks (or External Sidewalks): Sidewalks or paved walkways which parallel streets, and which may exist on the perimeter of or adjacent to the areas to be maintained.
- 1.1.32 Trash: All litter, garbage, refuse, rubbish, dead fish and birds, human or animal feces and other materials and substances discarded or rejected as being spent, useless, worthless, or waste.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 2 CONTRACT REQUIREMENTS

### 2.1 **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. 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 the Contractor and not of the City. 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.

### 2.2 **Contract Transition**

#### 2.2.1 Transition In

Contractor shall provide a written statement of their transition plan to include potential personnel who will be on the transition team and their roles, subject to City approval. Also included shall be sample timelines illustrating when the Contractor will be fully in place and performing all tasks. The anticipated transition period will be three (3) months.

#### 2.2.2 Transition Out

Contractor shall work in good faith with the City to transition out of the service, should a new Contractor be selected. The storage areas used by the Contractor shall be left in an orderly manner. All materials and equipment owned by the Contractor shall be removed from storage areas in a timely manner as determined by the City. Upon Contract completion, all keys, cards and remote controls given to Contractor shall be returned to the City's designed City Representative (CR) with a final walk- through with the Contractor and the CR.

### 2.3 **Hours and Days of Maintenance Services**

#### 2.3.1 Scheduling of Operations

- a. Normal work hours are from 6:00 a.m. to 7:00 p.m., October - April, and 6:00 am - 9:00 pm, May - September. Contractor shall perform work at such times as to minimize disturbance or interference to residence and to pedestrian or vehicle circulation (e.g. early morning mowing or irrigation checks, etc.) No routine mowing or pruning shall occur on Saturday or Sunday unless pre-approved by the CR(s). Only those tasks that are related to cleaning or trash shall become routine on Saturdays and Sundays.
- b. 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.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 2 CONTRACT REQUIREMENTS

- c. Changes in schedule by the City may be made with five (5) business days' advance written notice to Contractor.
- d. Contractor must notify the CR(s) of any problems or service interruptions within twenty-four (24) hours or next business day. Unavoidable service disruptions may be completed at a later date at the discretion of the CR(s).
- e. Costs associated with services that cannot be made up shall be subject to action provided for herein.
- f. Repeated service interruptions without justification or approval of the CR(s) shall be subject to action provided for herein.
- g. Contractor shall provide adequate staffing to perform the required services during the prescribed times.
- h. Any changes in the days and hours of service heretofore prescribed shall be subject to approval by the CR(s).
  - i. Contractor shall be available for on-call services twenty-four (24) hours a day.
  - j. Non-emergency on-call requests shall be responded to within four (4) hours of notification by City representative or as mutually scheduled and agreed to by Contractor and City representative.
  - k. Contractor shall respond to all requests for on-call emergencies within one (1) hour of notification by City representative. (Explained further in Section 3.14)
  - l. On-call service rates shall be based on Contractor's hourly rate as quoted in **Appendix F** for such work.
  - m. Certain maintenance tasks may have time restrictions or extended time requirements. Contractor must observe and respond to these restrictions and requirements.
  - n. Contractor shall adjust schedules to meet the Specifications and compensate for all City observed holidays.

### **2.3.2 Service Schedules**

- a. Contractor shall, within 30 calendar days of the effective date of the Contract, submit all work schedules to the CR(s) for review and approval. Said work schedules shall be based on a twelve-month calendar and be in a format approved by the City.
- b. Any other activities that Contractor performs on a regular or semi-regular basis, as determined by the City, will require a schedule to be submitted upon request by the City.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 2 CONTRACT REQUIREMENTS

- c. Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the CR(s) for review, and if appropriate, approval, within five (5) working days prior to scheduled time for the work.
- d. At the discretion of the City, monthly meetings (or at an increased frequency if deemed necessary by the City) between Contractor and the CR(s) may be scheduled to determine progress and address any changes in schedules, problem areas, etc.
- e. Changes or variations in scheduling may be necessitated by City special events, recreation classes, reservations, etc. Contractor shall adapt any or all schedules to the City's requests.
- f. The above provisions are not construed to eliminate Contractor's responsibility in complying with the requirements to notify the City for "Cultural Practices" as set forth in **Appendix B**, Section 9.
- g. Contractor shall notify the City, in writing, at least two (2) weeks prior to the date and time of all pre-approved Cultural Practices. Cultural Practices may or may not be part of the base Contract.

### 2.4 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.

In the event of recreation programming issues, special events, etc., Contractor may be required to alter the schedule to not interfere and may be required to return at a later time in order to meet the task and frequency.

### 2.5 Consumable Materials and Supplies – Contractor-Supplied

Contractor, as a component of the cost proposal, shall provide all of the following items:

- a. Trash can liners
- b. Cleaning agents, spotting agents, polishes
- c. Disinfecting cleaning agents
- d. Cleaning-related supplies
- e. Chemicals (as specified)
- f. Pest/rodent control chemicals (as specified)



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 2 CONTRACT REQUIREMENTS

- g. Annual plant materials or any plants that die due to delayed irrigation repairs
- h. Mulch/topdressing
- i. Decomposed Granite (DG)
- j. Brick dust
- k. Grass seed (as specified)
- l. Fertilizer (as specified)
- m. Tree stakes and ties

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.

### **2.6 Consumable Materials and Supplies – City-Supplied**

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

- a. All replacement plant material (not including annuals), except those damaged by Contractor.
- b. Irrigation replacement parts (as specified)
- c. Trash cans
- d. Dog bags for dog bag dispensers
- e. Playground sand and bark
- f. Signs – water conservation for medians, water audit, field renovation

Contractor shall request these materials from the CR(s), and shall ensure proper and secure storage of these materials in an area specified by the CR(s). Contractor shall also ensure proper distribution and monitoring of these materials/supplies so as to prevent waste, theft, or other abuse. Contractor shall provide a log specifying where and when supplies have been used, and this log shall be made immediately available to the City upon request.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 3 RESPONSIBILITIES OF THE CONTRACTOR

### 3.1 Inquiries and Complaints

- 3.1.1 Contractor shall maintain a telephone at their facilities, listed in the telephone directory in its own name or in the firm name by which it is most commonly known. At this location, during the daily hours of maintenance operation, Contractor shall have some responsible person(s), who is proficient in English, employed to take the necessary action regarding all inquiries and complaints that may be received from the City. An answering service shall be considered an acceptable substitute to full-time coverage, provided Contractor is advised of any complaint within one (1) hour of receipt of such complaint by the answering service.
- 3.1.2 During normal working hours, Contractor's Foreman, or an employee of Contractor who is responsible for providing maintenance services, shall be available for notification and able to respond through electronic communications within 30 minutes.
- 3.1.3 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 Contractor, cause such action to be taken by the City work force and charge the cost thereof as determined by the City to Contractor or may deduct such cost from an amount due to Contractor from the City.
- 3.1.4 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 inspection by the City at all reasonable times. The City will maintain work order and email files.

### 3.2 Safety

- 3.2.1 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. Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken. All hazardous substances shall be listed per site, and Safety Data Sheets (SDSs) available at all times.
- 3.2.2 It shall be Contractor's responsibility to inspect, identify, and secure any condition(s) that renders any portion of a site unsafe, as well as any unsafe practices occurring thereon. The CR(s) shall be notified immediately of any unsafe or undesirable condition(s). This includes, but is not limited, to the following:
  - a. Damaged/inoperable fixtures, hose bibs, or irrigation components
  - b. Running water, irrigation breaks, weeping valves, etc.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 3 RESPONSIBILITIES OF THE CONTRACTOR

- c. Evidence of arson, vandalism, or other crimes
- d. Damaged signs or drinking fountains
- e. Damaged benches or tables
- f. Graffiti
- g. Hypodermic needles or condoms
- h. Large amounts of blood or feces
- i. Hazardous or suspicious materials/items
- j. Insect, rodent, or bird infestations
- k. Homeless persons or their possessions
- l. Items lost by patrons
- m. Poor turf conditions (i.e. holes, tripping hazards, uneven surfaces, gopherholes)
- n. Damaged fencing (i.e. holes, loose posts, missing fasteners)
- o. Standing water, saturated turf, dry spots
- p. Lake conditions including dead or sick wildlife, water quality issues
- q. Downed tree limbs
- r. Unsafe walkways
- s. Unstable trees
- t. Improperly supported trees (i.e. stakes, trees)
- u. Other hazards, as applicable

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

3.2.4 If needed, Contractor shall assist the public by summoning emergency assistance while at the site. Contractor shall cooperate fully with City in the investigation of any injury or death occurring at any site, beginning with immediate notification, and then a complete written report of the nature of issue to the City within five (5) days following the occurrence.

3.2.5 Contractor shall also ensure that:

- a. 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.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 3 RESPONSIBILITIES OF THE CONTRACTOR

- b. Operator and machine safety equipment shall be in place and operational.
- c. Machine speed and operational characteristics shall match manufacturer's recommendations.
- d. Transport and operation speeds shall be within maximum limits established for the site.
- e. After the protection of public safety, the preservation of site equipment, appurtenances, infrastructure, and public activities shall be paramount.
- f. 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 Contractor's work shall be cleared from hard surfaces and public access areas before leaving the site that day.
- g. Contractor shall remedy hazardous materials on site which result from Contractor's work and shall properly dispose of the materials off site. Contractor shall notify all appropriate agencies.
- h. Malfunctioning equipment shall not be left on site without barricading, tagging, and reasonably supervising it until repairs are affected. In no case shall the equipment be left on site overnight.
- i. During all operations, Contractor shall be subject to local ordinances regarding noise levels (see NOISE in Long Beach Municipal Code). Any scheduling of Contractor's operations may be modified by the 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.
- j. Fuels and additives shall not be left exposed or accessible to patrons.
- k. Fueling and repair operations shall be performed off of turf areas and away from patron activity.
- l. All pesticides shall be handled appropriately and safely.

### 3.3 Vehicles and Equipment

- 3.3.1 Contractor shall take necessary precautions for the safe operation of equipment and the protection of the public from injury and damage from such equipment.
- 3.3.2 Contractor shall immediately repair or replace all equipment deemed by the CR(s) to be unsafe, irreparable or in unsatisfactory condition.
- 3.3.3 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.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 3 RESPONSIBILITIES OF THE CONTRACTOR

3.3.4 All vehicles shall display 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 of award of the Contract, with placement of the placards on all vehicles operating within the City limits to take place within 60 days following award of the Contract.

3.3.5 All equipment shall receive scheduled preventive maintenance to promote equipment reliability and ensure optimum performance at all times.

3.3.6 All equipment is subject to CR's approval.

3.3.7 Equipment failures that happen more than three (3) times in one (1) month will be subject to deductions as well as a directive to replace the unreliable piece of equipment.

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

- The City Council of the City of Long Beach is considering a ban on all fuel-powered (e.g., gasoline, methanol) leaf blowers. Contractor will not receive additional compensation should such a ban be implemented prior to or after the award of the Contract.
- Mowers utilized for the hybrid Bermuda athletic turf must be dedicated solely to that hybrid Bermuda grass to prevent contamination.
- A self-contained power scrubber unit shall be required in the performance of washing and steam-cleaning operations. Contractor shall meet all specified criteria as outlined in Section 22.2 of the Specifications in **Appendix B**. All wastewater recaptured by such a unit must be disposed of in a sanitary sewer approved by the City.

3.3.9 Contractor's vehicles may be permitted to drive on turf when conditions allow following specific routes designated by the CR(s). Areas designated as "unavailable for vehicle travel," such as natural habitat areas, shall be serviced by other means.

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

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



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 3 RESPONSIBILITIES OF THE CONTRACTOR

### **3.4 Locks and Keys**

- 3.3.12 Access to City facilities shall be in accordance with instructions, keys and/or security cards issued or provided by the CR(s). Access may include special instruction about security systems installed at facilities. Contractor shall take all reasonable precautions to ensure that security of the facilities and internal equipment, furnishings and other items are maintained at all times.
- 3.3.13 The City may develop an initial chain and lock system with a specific number of replacement locks for trash containers, restrooms, gates, valve/pump cover boxes, and controllers. Contractor shall be responsible for purchasing similar locks upon loss of any City-owned locks initially provided to the Contractor. The City shall exchange, one for one, locks that have been vandalized or are inoperable.
- 3.3.14 Contractor may provide a chain and lock system, at Contractor's expense, for trash containers located throughout the site for the purpose of securing and limiting the removal or tipping of the containers.
- 3.3.15 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. Contractor shall be responsible for the proper use and safe keeping of all keys issued by the City to Contractor.
- 3.3.16 Contractor shall report all lost or stolen keys to the City representative(s) within twenty-four (24) hours of discovery of the loss. Contractor shall reimburse the City for the total cost, as determined by the City, of re-keying the facility or duplicating additional keys.
- 3.3.17 Upon termination or cancellation of the Contract, Contractor shall immediately return all keys, cards, remote controls, etc., to the City.
- 3.3.18 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.

### **3.5 Service Yard and Storage Area(s)**

- 3.5.1 The City, at its discretion, may provide storage and office facilities for Contractor's use. In such cases, Contractor is prohibited from use of said facilities 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.
- 3.5.2 CR(s) shall identify and authorize Contractor to use a designated area, exclusively or shared with City, for onsite storage as needed. If the designated area is shared with the City, Contractor shall clearly identify equipment, materials, and supplies belonging to



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 3 RESPONSIBILITIES OF THE CONTRACTOR

Contractor. If the City provides an area, Contractor is responsible for securing and providing the CR access. Contractor shall store all supplies in a safe manner and in compliance with all laws and regulations.

- 3.5.3.1 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.
- 3.5.2.2 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 which 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.
- 3.5.2.3 Contractor shall not dispose of hazardous material on the site. All such hazardous materials collected on the site shall be properly stored on a temporary basis, thereafter to be disposed of by Contractor at an approved disposal site, per California statutes.
- 3.5.3 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.
  - 3.5.3.1 City shall not be liable for damage or loss to Contractor's equipment, materials and/or personal property. Contractor shall hold City harmless and waive any claims for damage for loss of use of any equipment, materials and/or property that may occur at City facilities.
- 3.5.4 Contractor shall maintain the service yard and/or storage area(s) in a clean, weed-free, well-organized manner in keeping with the highly visible nature of the surrounding area. Failure to do so may result in Contractor's loss of the use of the storage area(s).
  - 3.5.4.1 The service yard and/or storage area(s) occupied by Contractor shall be cleaned and swept once per week and the sweepings disposed of in a lawful manner.
  - 3.5.4.2 Contractor shall remove all undesirable material including, but not limited to, trash, accumulated debris, and equipment that is no longer usable for the purpose it was intended for, from the service yard and/or storage area (s).



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 3 RESPONSIBILITIES OF THE CONTRACTOR

- 3.5.5 The City may inspect service yard and/or storage area(s) for compliance anytime at City's discretion.
- 3.5.6 Upon expiration or termination of Contract, Contractor shall restore service yard and/or storage area(s) 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.

### **3.6 Utilities**

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

### **3.7 Traffic Control**

- 3.7.1 When working in road rights-of-way, 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 and within the confines of any applicable OSHA requirements.
- 3.7.2 Contractor shall cooperate with the Long Beach Police Department (LBPD) relative to handling traffic through the area and shall make its own arrangements relative to keeping the working area clear of vehicles. Contractor shall obtain an encroachment permit, if required, for any partial or complete lane closure. All work that requires traffic controls will need to be in compliance with the current WATCH manual.
- 3.7.3 When entering or leaving roadways carrying public traffic, Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.
- 3.7.4 Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossings through the construction area (State of California Traffic Manual or WATCH Book). Lighted signs or arrow boards are required as needed.

### **3.8 Bloodborne Pathogens and Biohazardous Material**

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



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 3 RESPONSIBILITIES OF THE CONTRACTOR

### **3.9 Accident Reporting and Site Securing**

Contractor shall immediately notify the designated CR(s) of any accident, regardless of whether or not injury or damage is evident, involving park patrons, City staff and equipment, and Contractor's staff, vehicles, and/or equipment, and shall secure the site until rendered safe. Contractor shall provide all written reports and/or documentation requested by the City.

### **3.10 Vandalism**

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

### **3.11 Cooperation / Collateral Work**

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

Contractor may be required to modify or curtail certain operations and shall promptly comply with any request by the CR(s) to cooperate.

### **3.12 Protection of Existing Facilities and Structures**

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.

3.12.1 Any damage to City property deemed to be caused by Contractor's negligence or failure to use due care shall be corrected or paid for by Contractor at no additional cost to the City.

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

### **3.13 Protection of Property During Inclement Weather (Emergency Response)**

During storms and periods of excessive rainfall, and in conjunction with Emergency Call-Outs (below), Contractor shall provide supervisory inspection of the work during regular working hours to prevent or minimize possible damage from such adverse weather. The prime factors in assigning work shall be the safety of the workforce and damage to landscaping.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 3 RESPONSIBILITIES OF THE CONTRACTOR

- 3.13.1 Contractor shall submit a report identifying any storm damage to the CR(s) and attach a site map identifying location of damage and cost estimate to repair/replace within 48 hours.
  - 3.13.1.1 Report shall contain photos with captions.
  - 3.13.1.2 If remedial work is required beyond the scope of this Contract, it shall be paid for as extra work.
- 3.13.2 Contractor shall remove debris accumulated by high winds or other typical or non-typical environmental conditions. Contractor shall remove minor silt and debris from athletic fields, V- ditches, adjacent inverts, storm drains, etc.
- 3.13.3 During the periods that excessive rainfall hinders normal operations, Contractor shall adjust its activities to perform functions such as litter and debris pick-up, remove downed limbs, clear drains and other duties as deemed necessary by the CR(s).
  - 3.13.3.1 During periods of excessive rainfall, Contractor shall keep all area drains and draining facilities clear and in operating condition, and remove water from all tot- lot areas, if directed.
- 3.13.4 Failure to adjust the workforce to show satisfactory progress, as determined by Contractor and CR(s) jointly, on the work, may result in a deduction of payments.

### **3.14 Emergency Numbers and Emergency Call-Outs**

- 3.14.1 Contractor shall supply the City with name(s) and phone number(s) of person(s) representing the Contractor for 24-hour emergency response, seven (7) days per week.
  - 3.14.1.1 The City will, in turn, provide Contractor its emergency contact information so that in the event Contractor must contact the CR(s), this information can be utilized.
- 3.14.2 Contractor shall have the capability to receive and to immediately respond to calls of an emergency nature during normal working hours and during hours outside of normal working hours (See Section 2.3.1.k). Contractor shall be available via voicemail, text, phone, or answering service. The aforementioned information shall remain current at all times.
  - 3.14.2.1 Contractor shall respond by phone within 30 minutes of a call from the CR(s), and shall be on site within 30 minutes of the call back. Any changes to contact information shall be forwarded to the City in writing within 12 hours of any such change.
  - 3.14.2.2 In situations involving emergencies after normal work hours, Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 3 RESPONSIBILITIES OF THE CONTRACTOR

- 3.14.2.3 Calls of an emergency nature received by the City shall be referred to Contractor for immediate disposition.
- 3.14.3 In the event that emergency work is required, Contractor shall notify the CR(s) by telephone in advance before any emergency work is commenced.
- 3.14.4 Contractor's vehicle shall carry sufficient equipment to control traffic (barricades, delineators, cones, etc.).
- 3.14.5 When Contractor arrives at the site, 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 CR(s).
- 3.14.6 Public health/safety matters requiring an emergency response include but are not limited to: any portion of the irrigation system functioning in a non-operational manner, broken water mains, stuck valves, threat to private property resulting from Contractor's operations, fallen trees, down or hanging limbs, natural disasters, etc.

### **3.15 Contractor's Staff**

Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein and in **Appendix B**. This is a performance-based Contract.

- 3.15.1 In its proposal, Contractor shall define what minimum staffing will be. It is up to the Contractor to complete all tasks as defined, regardless of staffing, but they shall maintain at least the minimum staffing, as stated in their proposal, at all times.
- 3.15.2 In its proposal, Contractor shall list names of all employees, titles, hours and which location/area each employee is assigned. DIR reporting sheets will be used to verify staffing levels by area.
  - 3.15.2.1 Each crew of Contractor's employees shall include at least one (1) individual who speaks and comprehends the English language at a professional level.
- 3.15.3 The City may, at any time, give Contractor notice to the effect that the conduct or action of a designated employee of Contractor is, in the reasonable belief of the City, detrimental to the interest of the City or public. Contractor shall meet with representatives of the City to consider the appropriate course of action with respect to such matter, and Contractor shall take reasonable measures under the circumstances to assure the City that the conduct and activities of Contractor's employee(s) will not be detrimental to the interest of the City or public. Examples of employee conduct or action that prove detrimental to the interest of the City or public include, but are not limited to:



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 3 RESPONSIBILITIES OF THE CONTRACTOR

- Unprofessional behavior
- Misleading or false statements
- Misrepresentation of work accomplishments
- Illegal activities
- Use or under the influence of a controlled substance and/or alcohol

3.15.4 Contract-designated staff employees shall not work on supplemental tasks during regular work hours.

3.15.5 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 Contractor's expense and may include appropriate attire and name badges as specified by the City.

3.15.6 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.

3.15.6.1 Employee pants, shirts, jackets, and sweatshirts must be uniform. Shirts, jackets, and caps used as uniforms shall bear Contractor's identification logo.

3.15.6.2 Shirts shall be worn at all times, and shall be buttoned and tucked-in.

3.15.6.3 No caps with insignias or designs other than Contractor's logo may be worn, and no caps shall be worn backwards.

3.15.6.4 The City shall approve Contractor's uniform prior to the start of the Contract.

3.15.7 The City expects Contractor's staff to turn into CR(s) all items that have been lost or misplaced by the general public, regardless of perceived value. Contractor shall communicate this expectation to all employees. All items must be returned to the Tree Farm (7600 E. Spring Street, 90815) and have an accompanying landscape area ID and date.

### **3.16 Work and Workmanship**

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



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 3 RESPONSIBILITIES OF THE CONTRACTOR

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, Contractor shall adjust its work force and schedule. Contractor shall immediately notify the City when the work force has been removed from the job site due to inclement weather or other reasons.

### **3.17 Supervision and Special Skills**

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. Contractor, and Contractor's staff, must have horticultural expertise and a broad range of experience in plant care and maintenance, including California native and southwest adapted plants, turf management, entomology, pest control, soils, fertilizers, plant identification, 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 Contractor with a portable personal communication device capable of transmitting and receiving phone calls from anywhere. The crew leader and/or supervisor needs to be available during working hours to meet the CR on any given issue at any service location. Should this individual change, the CR(s) must be notified in writing within five (5) days of the change.

### **3.18 Management and Enforcement**

- 3.18.1 Contractor has the responsibility of providing fully trained and qualified personnel. The staff activity shall be closely monitored by the CR(s) at each site to detect operational irregularities and non-compliance with contractual requirements.
  - 3.18.1.1 Enforcement is the responsibility of the Contractor, not the City.
  - 3.18.1.2 All specifications shall be managed by Contractor to ensure the standards are being met.
- 3.18.2 It is Contractor's responsibility to see that the organization oversees all activities. Furthermore, Contractor must ensure that standards are met and does not delay, ignore, or otherwise limit its contractual obligations.
- 3.18.3 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 Contractor's determination of the impracticality of initiating the operation, the City shall be consulted. The City's decision shall be final.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 3 RESPONSIBILITIES OF THE CONTRACTOR

### **3.19 Contact with Minors**

Contractor providing services at any City location shall provide the City with a list of all persons over the age of eighteen (18) who will be actually working at such locations. State law provides that Contractor shall fingerprint all such persons referred to herein and shall obtain criminal history information pursuant to California Penal Code 11105 or 13100 for each individual. Prior to the award of the Contract, Contractor shall provide written verification that all persons, as referred to herein, have not been convicted of any offense involving moral turpitude, nor any offense as specified in Penal Code 11105.3 (g), nor any offense relating to the type of services to be performed as determined by the City. Contractor shall pay the costs incurred with the fingerprinting and obtaining the criminal history information. Any misrepresentations with respect to Contractor's obligations under this section or failure to comply with the requirements as stated herein shall constitute a breach of the contract thereby giving City the right to terminate the Contract immediately. Contractor shall indemnify the City for any such breach of this section.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 4 PROSECUTION OF WORK

### **4.1 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."

The 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.

### **4.2 Contractor Hiring**

The City encourages 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 Contractor.

Contractor agrees that it will reasonably cooperate with the City through the City of Long Beach'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 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.

### **4.3 Notice Requirements (for purposes of non-performance or otherwise)**

Notice shall be in writing, as a work order, and submitted via email to the Contractor and Director of PRM. Notice shall be given on the date shown on the email. Change of email address shall be given in the same manner as other notices.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 4 PROSECUTION OF WORK

### **4.4 Default by Contractor / Termination**

Notwithstanding and in addition to payment deductions for Contractor's deficient performance described within Section 7 of the RFP, 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 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 agrees 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.

If the City terminates the Contract, the City will give notice to that effect to the Surety and Surety shall, within five (5) business days of 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 of receipt of an invoice, all such incidental costs less any amount deducted from monies due.

### **4.5 Temporary Suspension of Work**

The City Representative(s) (CR) 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 CR(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.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 4 PROSECUTION OF WORK

### **4.6 Damage Caused by Contractor**

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

- a. Irrigation damage shall be repaired or replaced within one (1) watering cycle or 24 hours.
- b. All damage to shrubs, trees, turf or ground cover shall be repaired or replaced within five (5) working days.
- c. All damage to appurtenances shall be replaced within a period of 30 days.

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

- a. Trees: All damage, including minor damage, such as bark lost from impact of mowing equipment or string trimmers, shall be subject to replacement with a tree comparable in species and size, as approved by the City, within 30 days.
- b. Shrubs/Ground Covers: All damage shall be subject to replacement with a shrub or plant comparable in species and size, as approved by the City, within 30 days.
- c. Appurtenances: All damage caused by Contractor 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 shall be corrected at Contractor's expense, within 30 days.

### **4.7 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 submitted cost proposal.

### **4.8 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 Contractor, are not included in this Contract. If the Director of PRM, based upon all of the facts that may be gathered, determines that excessive water and/or utility costs have occurred due to Contractor's work, the City may withhold from payment to Contractor those funds necessary to reimburse the City for these additional costs.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 4 PROSECUTION OF WORK

### **4.9 Signs / Improvements**

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



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **SECTION 5** **ENVIRONMENTAL REQUIREMENTS**

### **5.1 Environmental Requirements**

- 5.1.1 Contractor shall ensure 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 Storm Water Management Plan.
- 5.1.2 In preparing its proposal, Contractor shall consider the following conditions pertaining to the completion of the specified maintenance tasks:
  - a. Contractor must conduct all operations in accordance with the City's Storm Water Management Plan and State NPDES.
  - b. 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.
  - c. All wash water must be disposed of in a sanitary sewer.
  - d. No litter, debris, oil, grease, green waste, or other materials and substances may be washed, swept, or blown into the street or storm drains.
  - e. 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.
  - f. 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.
- 5.1.3 Contractor shall comply with the City's recycling efforts and program.
  - a. Contractor is required to recycle green waste, keeping it separate from trash and other debris.
- 5.1.4 Contractor shall have an Integrated Pest Management policy/program in effect.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 5 ENVIRONMENTAL REQUIREMENTS

### **5.2 Refuse Disposal**

- 5.2.1 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 Contractor in the performance of the daily maintenance tasks including refuse collection, emptying of trash cans, and litter control. The refuse collected by the Contractor in the performance of these tasks shall be transported to a proper disposal site by the Contractor. 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 specifications listed in **Appendix B**.
- 5.2.2 Green waste shall be disposed of in a manner which results in diversion credit to the City. All green waste diversion shall be logged on the Landfill Diversion Report and submitted monthly.
- 5.2.3 Contractor shall maintain logs or invoices showing Long Beach address identifying its refuse collection and disposal activities and make those logs or invoices available to the City for inspection on reasonable notice.
- 5.2.4 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.

### **5.3 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. Contractor shall store and dispose of chemicals or hazardous materials in accordance with all laws, rules and regulations on the subject. Contractor shall defend, indemnify and hold harmless the City and its officials and its employees for all claims, demands, damage, causes of action, loss, liability, cost or expense relating to the Contractor's failure to comply with this section.

### **5.4 Sound / Noise Control Requirements**

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

- 5.4.1 Each internal combustion engine used for any purpose for the work or related to the work 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.
- 5.4.2 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.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 5 ENVIRONMENTAL REQUIREMENTS

5.4.3 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.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 6 CHANGES TO THE CONTRACT

### **6.1 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 Contractor to submit costs incurred by Contractor as a result of the City's work.

### **6.2 Changes in Service**

#### **6.2.1 Special Events**

- a. The areas contained in this Contract are frequently utilized for special events. Some of these special events (e.g., filming, carnivals, concerts, parades, etc.) will affect regular grounds maintenance operations for extended periods of time. In these instances, the City may request an alternative means of, or alternate schedules for, maintaining these areas. For example: mowing operations in some areas may not be possible due to a filming setup. In this instance, the City may request the Contractor to control the growth of weeds around the area in lieu of mowing, at no different or additional cost other than the amount proposed for mowing.
- b. Certain damage to turf, irrigation, and other landscaped areas may result from large special events. 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 CR will jointly assess the conditions of the designated sites to establish a benchmark for any needed "Additional Work."

#### **6.2.2 Construction Activity & Maintenance Functions**

- a. In the event that construction activity prevents, or limits, 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.

### **6.3 Special Requests**

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 Contractor and will allow for reasonable additional work which is considered normal maintenance at no additional cost to the City in order to meet the objectives and criteria.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 6 CHANGES TO THE CONTRACT

### 6.3.1 Soil and Plant Testing

Upon request, Contractor shall perform soil or plant testing of selected areas for soil fertility, salt build-up, pathological organisms, percolation tests, etc. 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 CR(s). Payment shall be in accordance with Unit Work Costs in the cost proposal.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 7 CONTRACT ENFORCEMENT AND EVALUATION

### **7.1 Contract Enforcement**

- 7.1.1 Contractor or its authorized representative shall meet on the site, as needed, at the discretion and convenience of the City, with a CR to do a site inspection as it relates to determining compliance with the Contract Specifications, site challenges, and/or developing a scope of work. All scheduled and periodic maintenance functions shall have a current status and completion date prior to this meeting and be documented on the electronic monitoring and work order system. Contractor's representative must be authorized to sign documents and make changes to the work.
- 7.1.2 The City reserves the right to perform inspections at any time for the purpose of monitoring performance. Contractor shall cooperate with the City, State, and Federal representative(s) in the review and monitoring of Contractor's performance, records and procedures (see Section 7.2).
- 7.1.3 At the request of the City, 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.
- 7.1.4 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.

### **7.2 Performance Evaluation**

- 7.2.1 City staff shall perform site inspections each day at undisclosed times and at various service areas to determine if scheduled tasks are performed as specified.
- 7.2.2 If the CR determines that any required services are deficiently performed, incompletely performed, or not performed at the appropriate time as specified by the City, the City will give notice to the Contractor via work order or email 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. 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.
- 7.2.3 A sum of \$250.00 will be deducted from the base payment amount for each deficiency per occurrence.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **SECTION 7** **CONTRACT ENFORCEMENT AND EVALUATION**

- 7.2.4 City staff will perform these site inspections utilizing the City's contract performance management system on site with portable electronic devices with a data connection. These devices allow for performance deficiencies to be documented immediately while completing field observation, which will send notification immediately to the Contractor.
- 7.2.5 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.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Appendix 2

### GENERAL SPECIFICATIONS



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## TABLE OF CONTENTS

SECTION		PAGE
<b>1. GENERAL MAINTENANCE OPERATIONS</b>		
1.1 General Operations		5
1.2 Specialty		6
1.2.1 Sand Court Areas		6
1.2.2 Hard Surface Areas		6
1.2.3 Bicycle Trails/AC Walkways		6
1.2.4 Decomposed Granite (DG) Surfaces, Walkways, and Trails		7
1.2.5 Parking Lots		7
<b>2. IRRIGATION</b>		
2.1 General Information		8
2.2 Water Management		8
2.3 Maintenance		10
2.4 Repair		12
2.5 Personnel		13
2.6 Materials		13
<b>3. TURFGRASS</b>		
3.1 Maintenance – Overview		15
3.2 Method of Application for Fertilizer and Weed Control for Turf Areas		17
3.3 General Turf		17
<b>4. EDGING AND DETAILING</b>		
4.1 Maintenance Overview		19
<b>5. GROUNDCOVER</b>		
5.1 General Specifications		20
<b>6. SHRUBS</b>		
6.1 General Specifications		22
<b>7. VINES</b>		



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## TABLE OF CONTENTS

SECTION	PAGE
7.1 General Specifications	24
<b>8. TREES</b>	
8.1 General Specifications	25
8.2 Trees Under 15 Feet	26
<b>9. CULTURAL PRACTICES</b>	
9.1 General Specifications	28
<b>10. BEACH GARDEN</b>	
10.1 Completion	29
10.2 Equipment	29
10.3 Timeline	29
10.4 Operations	29
<b>11. PEST CONTROL</b>	
11.1 General Specifications	31
11.2 Procedure	31
<b>12. VERTEBRATE PEST CONTROL</b>	
12.1 General Specifications	34
<b>13. WEED CONTROL</b>	
13.1 General Specifications	35
13.2 Weed Control of Hard Surfaces	35
<b>14. LITTER AND DEBRIS MANAGEMENT</b>	
14.1 General Specifications	36
14.2 Schedule	36
<b>15. HOMELESS TASKS / CLEANUP</b>	
15.1 General Specifications	38



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## TABLE OF CONTENTS

SECTION	PAGE
<b>16. DRAINAGE APERTURES</b>	
16.1 General Specifications	39
<b>17. PLANT ADDITIONS AND/OR REPLACEMENT POLICY</b>	
17.1 General Specifications	40
<b>18. GUARANTEE AND /OR REPLACEMENT POLICY</b>	
18.1 General Specifications	41
<b>19. REPORTS AND SCHEDULES</b>	
19.1 General Specifications	42
19.2 Reports	42
19.3 Schedules	43
19.3.1 Monthly Maintenance Schedule	43
19.4 Irrigation Reports	45
19.5 Irrigation Schedule	45
<b>20. NEW AREAS UNDER CONSTRUCTION</b>	
20.1 Alamitos Beach Concession and Playground	46
20.2 Bike and Pedestrian Path Segment 1	46
20.3 Pike Park	46



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 1 GENERAL MAINTENANCE OPERATIONS

This section establishes overall daily Contract requirements, unless otherwise specified in later sections. Other Specifications given per section are to be utilized as unexpected situations arise and clarification of service is required. It is the Contractor's obligation to fully understand the grounds landscape Specifications.

### 1.1 General Operations

- 1.1.1 All areas shall be inspected daily and be maintained in a neat, clean, and safe condition at all times.
- 1.1.2 All drinking fountains shall be checked daily and kept clean. Clean is defined as free of standing water, disinfected, free of calcium deposits or other encrustations, well-polished and with drains/collectors cleaned of silt and debris. Contact CR for drinking fountain issues.
- 1.1.3 All sidewalk areas within maintained areas shall be clean at all times.
- 1.1.4 All leaves, paper, trash, and debris shall be removed from landscape and hardscape areas daily and disposed of offsite.
- 1.1.5 Trash cans provided by the City shall be emptied daily and washed after emptying when necessary, as determined by the City Representative (CR). All tops shall be wiped clean weekly. All missing lids shall be reported immediately. Any large tubs identified by the City that will be serviced by the City are not part of this Contract.
- 1.1.6 All concrete drains and other surface drains under the sidewalk shall be kept free of vegetation, debris, and algae to allow unrestricted water flow on a daily basis.
- 1.1.7 All other drainage facilities shall be cleaned of all vegetation and debris daily, or as necessary.
- 1.1.8 All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be immediately made safe and reported to the CR.
- 1.1.9 All barbecue grills, and hot coal containers, shall be emptied of all ashes twice weekly, once on Thursday and once on Sunday morning.
- 1.1.10 All park benches, picnic tables, play equipment, and band shells shall be steam cleaned or pressure washed monthly. Sanitization may vary with use.
- 1.1.11 Reserved picnic sites are a priority. These sites shall be cleaned and blown by 7:00 a.m. daily, including weekends, holidays, and other times if deemed necessary. Pressure washing may be required as determined by CR.
- 1.1.12 Contractor shall spray monthly in all listed areas to control weed growth.
- 1.1.13 Contractor shall check all dog bag dispensers daily and restock as necessary. Contractor shall report missing and/or broken dispensers, in the same day, to the CR.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 1 GENERAL MAINTENANCE OPERATIONS

1.1.14 All tree limb failures shall be reported to the CR and collected along with any debris within 72 hours.

### 1.2 Specialty

#### 1.2.1 Sand Court Areas

These areas include tot lots, play areas, volleyball courts, etc.

- a. All sand areas, including tot lots, shall be cleaned with a basket sand rake to remove leaves and debris and leveled daily. The use of hand held or backpack blowers or other devices shall not be substituted for raking.
- b. Sidewalks adjacent to tot lots shall be swept or blown daily. Care should be exercised to avoid any patrons using the tot lots. Contractor will decide when to schedule maintenance activities around their use.
- c. All areas shall be kept free of weeds at all times.
- d. There shall be no spraying of weeds in sand court areas.
- e. Areas shall be edged, and the turf surrounds maintained.
- f. All sand areas shall be rototilled monthly, at least three (3) weeks apart, to the maximum depth that will allow complete loosening of the sand but will not cause lower base materials to be mixed in with the sand (approximately 12"). After rototilling, all areas shall be raked level.
- g. Sand shall be replenished as necessary to maintain optimum level in each area. Generally, six inches (6") below the top of the concrete curbing is acceptable. However, dependent upon play equipment footing, the final level shall be determined by CR for each area.
- h. During storms and periods of excessive rainfall, or if the sand court areas become flooded resulting in standing water, Contractor shall remove water immediately, as directed by the CR. Water shall be discharged to a safe area.

#### 1.2.2 Hard Surface Areas

These areas include concrete sidewalks, medians, skate parks, tennis courts, handball courts, basketball courts, bicycle trails, AC walkways, and bandshells.

- a. All areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times. Any hazards shall be reported immediately to the CR.
- b. All areas shall be swept or blown weekly to remove all deposits of silt, sand, glass, or any foreign objects. Pavers in the Esplanade in Rainbow



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 1 GENERAL MAINTENANCE OPERATIONS

Harbor are to be scrubbed with a tenant sweeper twice a week (Monday and Friday).

- c. All sports courts and bandshells shall be power washed once per month, or as needed, in addition to 1.2.1.c above. CR will determine the schedule.
- d. Cracks and crevices shall be kept free of weeds at all times.

### **1.2.3 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 Contractor's sole expense.

### **1.2.4 Decomposed Granite (DG) Surfaces, Walkways, and Trails**

DG walkways and trails require additional attention to be properly maintained. The two (2) most common conditions are an uneven surface and lack of moisture. Both issues can make the material unstable and sand-like, creating an unsafe surface.

- a. The integrity of the surface shall be kept intact at all times.
- b. Contractor shall perform daily inspection of DG surfaces.
- c. Borders of DG areas shall be kept in proper repair and well-defined at all times.
- d. DG areas shall be kept free of weeds at all times.
- e. Monthly maintenance of DG areas shall be according to industry standards.
- f. Contractor shall immediately repair any DG areas where holes or ruts are apparent, or where the surface becomes uneven.
- g. Materials will be supplied by the City to maintain integrity of the product.

### **1.2.5 Parking Lots**

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

- a. All areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times. Any hazards shall be reported immediately to the CR.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 1 GENERAL MAINTENANCE OPERATIONS

- b. All areas shall be swept, blown and/or vacuumed weekly to remove all debris and deposits of silt and/or sand and glass. Contractor to use street sweeper weekly.
- c. Cracks and crevices shall be kept free of weeds at all times.
- d. Illegally dumped foreign substances, such as motor oil, shall be properly cleaned immediately.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 2 IRRIGATION

The irrigation system consists of all components from the outflow side of the meter. Contractor shall control the manual programming components, while the CR will control those components operated by the central programming software (Calsense). All manual control systems shall be directly overseen weekly, and in a manner which allows the irrigation specification to be completed.

### **2.1 General Information**

Water management within the City landscape maintenance areas is guided by the following parameters:

- a. Application of water to landscape plants at a rate closely matching the demands of plant material;
- b. Minimizing runoff;
- c. Water conservation and plant health are given equal consideration;
- d. Roadway condition and safety;
- e. Safe surfaces for community use;
- f. Water budget; and
- g. Plant health.

### **2.2 Water Management**

Water conservation is a top priority and shall be incorporated into all irrigation programming. The irrigation schedule is dynamic and regularly needs to be altered to meet the needs of the City landscape. CR shall determine the schedule and Contractor shall program the controllers to meet this schedule. Landscape irrigation is currently being switched to Calsense Central Control. It is intended that the City will perform water management responsibilities within the central control system.

#### **2.2.1 City of Long Beach irrigation system includes:**

- a. Battery controllers (Hunter Nodes) in valve boxes
- b. 24 non-centrally controlled manual clocks
- c. Quick coupler systems
- d. Electric valves
- e. Solar-powered controllers (Leit)

#### **2.2.2 Controller programs shall incorporate the following:**

- a. Calsense Central Control software shall be exclusively utilized for all controllers with available connection. Field checks will be required to verify



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 2 IRRIGATION

the success of programming as it applies to a specific location. These will be the responsibility of Contractor, who will report to CR.

- b. Water shall be conserved, while meeting the needs of the plant material.
- c. Long Beach Water Department (LBWD) management requirements shall be followed, unless an alternate schedule is approved by the CR.
- d. Contractor shall avoid weekend watering.
- e. Contractor shall water deeply and infrequently for all tree and shrub applications.
- f. Contractor shall utilize cycle/soak principles to encourage deep rooting of all plant material, especially turf.
- g. Evapotranspiration (ET) rates shall be utilized when considering programming.
- h. Contractor shall minimize runoff onto streets, sidewalks and other non-target areas.
- i. Contractor shall provide sufficient time for soil to dry out between irrigations.
- j. Contractor shall maximize community use of City property.

2.2.3 Irrigation systems shall be programmed to water during the hours between 10:00 p.m. and 6:00 a.m. (Sunday – Thursday) unless otherwise approved by the CR.

2.2.4 Contractor shall be responsible for programming all controllers (LEIT, field controllers, battery-operated controllers, manual systems) not integrated into the central control system.

2.2.5 Program changes for the manual (non-centralized) controllers shall be initiated within five (5) working days of notification by the CR and changed per CR specification.

2.2.6 Verification of updated schedule will be the responsibility of the CR. Contractor shall be responsible for working with the CR to ensure all programming changes have been entered and verified on the Electronic Programming Log.

2.2.7 Contractor shall set and maintain the programming for the manual irrigation controllers to meet the criteria as stated above. The City reserves the right to inspect and monitor those settings and make recommendations to Contractor. In case of a dispute, the CR will make the final determination. Any discussion of this type shall be recorded on the work order form and kept on file.

2.2.8 In the event that any of the components of the irrigation system fail to provide full and proper coverage, Contractor shall provide alternate irrigation with full and proper coverage to all areas in the worksite at no extra cost to the City.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 2 IRRIGATION

- 2.2.9 Controller program shall be sufficient to maintain a healthy landscape without excessive water use and shall be consistent with established Irrigation Association (IA), Metropolitan Water District (MWD) and LBWD guidelines recognized throughout the industry.
- 2.2.10 Any damage created by improper irrigation practices or neglect shall be the responsibility of Contractor to correct, at sole cost to Contractor.
- 2.2.11 No watering shall occur during the daylight hours unless associated with a repair, audit, manual system operation, or an alternate schedule is approved by the CR.
- 2.2.12 The operation of manual irrigation systems shall occur between 7:00 a.m. - 4:00 p.m.
- 2.2.13 All program changes shall be recorded on the electronic Irrigation Controller Program Log.
- 2.2.14 The City shall compare water meter readings to ensure that there is not excessive water use in any of the Contract areas. Contractor will meet with the CR to review these reports as necessary, or as directed by the CR.
- 2.2.15 Contractor shall turn off manually-programmed irrigation systems immediately during periods when extreme rainfall exists or is predicted, and other times when suspension of irrigation is desirable to conserve water, as directed/approved by the CR.
- 2.2.16 Any time the irrigation system(s) are shut down for any reason, Contractor shall notify the CR immediately. Once the CR acknowledges the necessity to turn on the water once again, controller activation shall begin within five (5) working days.
- 2.2.17 Particular attention shall be paid to all slope areas, which will, by physical nature, provide for greatest potential runoff.

### **2.3 Maintenance**

- 2.3.1 Contractor shall diagnose, maintain, and repair all irrigation components downstream of the meter.
- 2.3.2 Irrigation maintenance shall include, but not be limited to: operation of the system, adjustments, repairs, modifications, improvements, testing, analysis, and other work as required. Some examples of regular maintenance include the function of electrical systems, backflows, controllers, valves, head alignment and spacing, and wiring operation.
  - a. Components include, but are not limited to: irrigation controller, remote control valves, main and lateral lines, fittings, risers, sprinkler heads, quick couplers, drip systems (subsurface and surface), master valve, flow sensor, valve boxes, fertilizer injector system, and tree watering systems.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 2 IRRIGATION

- 2.3.3 All areas shall be irrigated to maintain specified growth (tiered water system) and appearance.
- 2.3.4 Handsets (Calsense, LEIT) may be required to operate the controllers. These will be supplied at Contractor's expense.
- 2.3.5 Proper alignment (vertical straightness, operational height of nozzle) will require occasional raising/lowering/leveling of the sprinklers and shall be done at Contractor's sole expense.
- 2.3.6 Plants blocking the sprinkler pattern will require the technician to mark the plant material with paint and coordinate the trimming/removal with the CR.
- 2.3.7 Automatic controllers and/or enclosures shall be locked while unattended. Locks are supplied by the City.
- 2.3.8 All enclosures, including valve, controller, booster pump, etc., shall be kept free of all insects, rodents, and rust. Damage caused by insects, rodents, or rusting shall be repaired within five (5) days at Contractor's expense.
- 2.3.9 All drip line valve filters shall be cleaned twice per year (February/November).
- 2.3.10 All subsurface apertures shall have permanent lids affixed at all times and shall be kept free of overgrowth. Apertures include valve boxes, controllers, electrical and cable boxes, manholes, and backflow devices.
- 2.3.11 Should the CR be called upon to diagnose an irrigation problem that is Contractor's responsibility, the City's labor and material costs incurred will be deducted from the monthly payment to Contractor.
- 2.3.12 All irrigation evaluation work requires a notification sign to be present for the duration of the work.
- 2.3.13 All sprinkler heads and emitters shall be adjusted to maintain proper coverage to ensure adequate flow. Adjustment shall include, but not be limited to: actual adjustments to heads; cleaning and flushing heads, nozzles, lines, and screens; and removal of obstructions.
- 2.3.14 All irrigation systems shall be tested and inspected a minimum of one (1) time per month, regardless of controller type, and an electronic audit form shall be used to submit the results monthly by the 10th day of the month following that period. Any changes shall be submitted for approval prior to implementation.
  - a. An exception to the aforementioned: valve, which shall be inspected six (6) times per year.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 2 IRRIGATION

### **2.4 Repair**

- 2.4.1 Contractor shall continually monitor and perform any necessary repairs from the outflow side of the meter.
- 2.4.2 City shall provide materials as indicated in the Section 2.6, Materials.
- 2.4.3 Contractor shall contact the CR regarding structural failures after the meter (e.g. backflows, main and lateral lines, valves, central control, etc.) within twelve (12) hours of occurrence. Repairs requiring additional funds shall be proposed within 24 hours, by contacting the CR.
- 2.4.4 All damage resulting from Contractor's operations shall be repaired or replaced prior to the end of the workday at Contractor's sole expense.
- 2.4.5 All third-party damage or other needed repairs shall be completed by Contractor, as indicated in the Specifications. All labor is supplied at the Contractor's sole expense.
- 2.4.6 Repairs to the irrigation system shall be completed within 24 hours of approval by the CR on any component damage, including, but not limited to, broken irrigation lines and tubing, defective or broken valves, sprinkler heads, and emitters, sprinkler head relocations, and other modifications as necessary.
- 2.4.7 If not able to make irrigation repairs in a timely manner, Contractor shall be responsible for watering all areas manually.
- 2.4.8 In addition to monthly testing, all irrigation systems shall be tested and inspected, daily if necessary, when damage or malfunction is suspected, observed or reported.
  - a. Contractor shall repair malfunctioning controllers, quick couplers, manual or automatic valves, and sprinkler heads within twelve (12) hours of receipt of verbal or written notice, unless the field condition does not allow or per direction of the CR (City Irrigation Technician).
  - b. Contractor shall correct deficient or irregular irrigation systems and equipment as necessary following verbal notification from the CR.
- 2.4.9 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.
- 2.4.10 Contractor shall pay for all excessive utility usage due to failure to repair malfunctions on a timely basis or unauthorized increases in the frequency of irrigation. Costs will be determined from comparisons of usage with historical usage for the same time period and be presented to Contractor for review prior to deduction of payment.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 2 IRRIGATION

### **2.5 Personnel**

Contractor shall provide, to the Contract Area, dedicated irrigation personnel whose primary and sole function shall be to properly operate, monitor and maintain the irrigation system within the Contract Area. Personnel shall be:

- a. Fully trained and knowledgeable in all phases of the landscape irrigation system including central control, site controllers, component maintenance, repair, and adjustment, and familiarity with all brands and models of irrigation equipment used within the City;
- b. Knowledgeable of and proficient in current water management concepts;
- c. Capable of performing irrigation audits and providing a report;
- d. Capable of taking direction from a number of City personnel, but particularly accountable to the City Irrigation Technician and the area gardener; and
- e. Capable of verbal and written communication in a professional level of English.

### **2.6 Materials**

The City shall supply irrigation materials and supplies. There will be occasions when a repair is necessary, and the City is out of inventory, where Contractor will be required to supply the materials.

**2.6.1** The City reserves the right to purchase materials directly and make them available to Contractor. In the event the City exercises this option, the following conditions will apply:

- a. All City purchases will be for the sole use of and for the City.
- b. Contractor shall secure and store inventory, and distribute and control all material entrusted to its representatives. All materials and inventories shall be made available to the City upon request.
- c. All material given to Contractor shall be inventoried by location using the electronic work order system. The part being replaced shall be returned to the City to remove the replacement part from outstanding inventory.

**2.6.2** All replacement materials shall be original types and models, unless a substitute is approved by a CR.

**2.6.3** Contractor shall maintain, at no additional cost to the City, an adequate inventory of medium- to high-usage stock items for repair of the irrigation systems.

**2.6.4** Contractor shall implement repairs in accordance with all warranties.

**2.6.5** All invoices of approved supplemental work shall state labor and material costs.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 2 IRRIGATION

- 2.6.6 The actual cost of all materials passed onto the City shall include the following:
  - a. Wholesale cost (retail costs minus Contractor's discount)
  - b. Applicable sales tax
  - c. A markup of 10% maximum for all overhead costs and profits
- 2.6.7 The wholesale cost shall be the actual cost paid by Contractor reflecting the best price, including any discount given to Contractor (written receipt submitted with billing)
- 2.6.8 At no time shall the cost of materials exceed the retail cost from the current price list, minus any discounts.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 3 TURF GRASS

The City desires to establish and maintain safe, healthy, well-suited warm season turf grass cultivars for the intended site use. Turf grass shall be maintained to appear level, with a smooth appearance and clean edges. Consideration should be given to environmental conditions (e.g. climate change, increasing temperatures, drought, invasive pests, etc.) when determining satisfactory results of landscape maintenance.

### **3.1 Maintenance – Overview**

Turf care shall be differentiated by the two (2) types of turf - "General" and "Athletic" Turf. When the word "Turf" is not preceded by the word "General" or the word "Athletic," it applies to both types of turf.

- 3.1.1 Contractor shall maintain mowers that provide a smooth even cut without ridges or depression and without tearing of the leaf blades.
- 3.1.2 All factory safety equipment must be fully operational.
- 3.1.3 The mowing schedule may be altered due to weather and/or other conditions upon approval from the CR.
- 3.1.4 Mowing shall be completed during one (1) single day operation, per a given area.
- 3.1.5 Contractor shall not mow areas where the soil is over-saturated.
- 3.1.6 All litter shall be removed from the turf prior to each mowing.
- 3.1.7 Mowing shall be performed at the speed the mower's manufacturer specifies to maximize quality of cut. The emphasis shall be on quality mowing vs. speed and unprofessional patterns.
- 3.1.8 Mulching mowers shall be used to mow General Turf grass areas. The use of recycling blades and/or recycling decks shall be used in all of the areas where grass clippings will not be picked up.
- 3.1.9 Excessive clipping debris, as determined by the CR, shall be removed and disposed of offsite at Contractor's expense.
- 3.1.10 String trimmers shall not be used for mowing turf.
- 3.1.11 Turf shall be mechanically trimmed with a grounded blade edger at the same time as mowing, during the seasonal mowing cycle (twice per month in winter, once per week in summer).
- 3.1.12 The areas requiring edging shall include all hardscape adjacent to turf, including: sidewalks, curbing, planters, grave markers, historic plaques and markers, and other concrete entities, asphalt, concrete, paved areas, and DG.
- 3.1.13 All edging shall be done in a way as to not damage any hardscape entities.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 3 TURF GRASS

- 3.1.14 Other fixtures such as valve boxes, signs posts, poles, benches, tables and building foundations can be edged with the use of string trimmers, once an edging pattern has been properly established using an edger or sharpened shovel. Should the edged area begin to deform, CR shall direct Contractor to repeat the detail process.
- 3.1.15 Property damaged by string trimmers or mowers shall be replaced/repaired immediately.
- 3.1.16 Sidewalks and other hard surfaces shall be properly cleaned after each edging, including grass stains or marks made as a result of the mowing process.
- 3.1.17 Trimming of grass around trees or planter beds in the turf area (6 to 12-inch distance from the object) shall be performed during the seasonal mowing cycle in such a manner as to avoid damage to the plants.
  - a. Chemical edging and trim pattern establishment using a blade edger shall be completed when grass encroachment is within six (6) inches of the trunk or planter bed.
- 3.1.18 Any mechanical damage to tree trunks which is considered Contractor neglect shall result in a replacement planting, at the discretion of the CR.
- 3.1.19 Refurbishment of damaged turf due to Contractor negligence, including poor irrigation management, irregular turf evaluation intervals and/or Contractor error shall be completed within seven (7) days of discovery and notation.
- 3.1.20 Turf shall be maintained within 6-12 inches of all appurtenances (e.g. walls, fences, transformers, etc.)
- 3.1.21 Detail lines shall be made straight and shall be maintained straight.
- 3.1.22 Contractor shall fill all divots, depressions and uneven areas with sand, as directed by the CR.
- 3.1.23 Contractor shall keep all turf (General and Athletic) in a reduced weed condition, especially concerning dallisgrass, goosegrass, crabgrass, wire/needlegrass, nutsedge, and broadleaf weeds.
- 3.1.24 Should grass-type or broadleaf weeds germinate, and require control per CR, Contractor shall control the weeds immediately using the specified selective and/or broad-spectrum post emergent herbicide. This will be considered an additional charge on all turf except Specialty.
- 3.1.25 The City reserves the right to require Contractor to apply plant dye on specified plant material within 24 hours of notification to landscape that has been stressed due to Contractor's neglect. The dye will be applied at no additional cost to the City.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 3 TURF GRASS

### **3.2 Method of Application for Fertilization and Weed Control for Turf Areas**

Specific requirements for the fertilization of turf are found in Section 3.4, General Turf and Section 3.5, Athletic Turf.

- 3.2.1 Contractor shall notify the City at least one (1) week in advance of the date and time of turf fertilization application to ensure that the CR can be present.
- 3.2.2 The watering in of fertilizer shall be considered part of the fertilization process.
- 3.2.3 Damage from fertilizer burn shall be repaired within 48 hours, if sufficient re-growth is not anticipated.
- 3.2.4 Empty fertilizer bags shall be delivered to the City yard the same day as the application.
- 3.2.5 Contractor shall apply fertilizer in accordance with good horticultural practices or as directed by the CR.
- 3.2.6 All fertilizer applications shall be recorded and specifically identified on the Cultural Practices report indicating the fertilizer used, the frequency it was applied and the landscape material to which it was applied.
- 3.2.7 Fertilizers shall be an inorganic dry formulation. Application shall be in accordance with manufacturer's specifications.
- 3.2.8 In application of fertilizer granules, precautions shall be taken to contain these materials in the planting areas. Caution shall be taken when using a cyclone spreader to avoid throwing material onto paved areas. The use of constant flow P.T.O.-driven spreaders will keep materials contained in planting areas, eliminating sidewalk stains.
- 3.2.9 Contractor shall remove all fertilizer stains from concrete caused by application.
- 3.2.10 Contractor shall immediately remove all fertilizer from impervious surfaces.

### **3.3 General Turf**

The scope of work for General Turf includes the following:

- 3.3.1 Mowing schedule shall be once per week during the period of March 1 to October 31 and once every other week during the period November 1 to February 28, Monday through Friday of each week specified.
- 3.3.2 Not more than 1/3rd of the total leaf length shall be removed per mowing.
- 3.3.3 Mowing shall be completed in one (1) operation.
- 3.3.4 Turf shall be aerified a minimum of one (1) time annually in March using a solid tine aerator to a minimum depth of three (3) inches.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 3 TURF GRASS

- 3.3.5 Contractor shall apply fertilizer two (2) times per year at a rate of one (1) pound of actual nitrogen per 1,000 sq. ft. with Nitra King 19-4-4 during fall and winter months and Turf Supreme 16-6-8 during spring and summer months.
- 3.3.6 General Turf areas shall not be over-seeded as a part of this Contract. Should the CR choose to over-seed other non-Athletic Turf (priority areas), the CR shall request a supplemental proposal from Contractor.
- 3.3.7 Cutting height shall be 2-2.5 inches, with final determination to be made by the CR.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 4 EDGING AND DETAILING

### **4.1 General Specifications**

- 4.1.1 All edging shall be performed with the use of a gas-powered blade edger or CR-approved substitute. Stick edgers shall not be used.
- 4.1.2 Chemical edging is allowed along edges such as trees, fence lines, curbs, etc., as directed by the CR. Contractor shall not use chemical edging in areas not authorized by the CR.
- 4.1.3 If chemical detailing is performed, Contractor shall use a string trimmer to remove the treated vegetation within one (1) week after symptoms of phytotoxicity become recognizable.
  - a. Plants (i.e. trees, shrubs, groundcovers, annuals) with noted phytotoxic damage from an herbicide edging treatment shall be removed within one (1) week of observation and replaced with like-sized plants.
- 4.1.4 Contractor shall detail turf no further than 12 inches away from all hard surfaces, including walls, fences, curb lines, roadways, pathways and landscape surfaces (e.g. trees, shrubs, beds, etc.).
  - a. Detail lines shall be made straight and shall be maintained straight.
- 4.1.5 Contractor shall supply, at Contractor's own expense, replacement plants to reduce any existing bare soil areas along walls and fences that are wider than 12 inches that have been caused by Contractor neglect.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 5 GROUNDCOVER

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

### **5.1 General Specifications**

- 5.1.1 Groundcovers shall be pruned and maintained according to accepted industry practices and consistent with intended use.
- 5.1.2 Groundcovers adjacent to hardscape such as sidewalks, walkways, playgrounds, and parking lots shall be edged weekly in one (1) operation with the turf edging.
- 5.1.3 In locations where turf is not present (i.e. parks, medians, MOU sites), groundcovers shall be edged monthly, or as determined by the CR, to present a clean and neat appearance and to keep the plant material from impeding foot traffic. Care shall be taken not to expose bare soil.
- 5.1.4 Edged ground cover will not be allowed to develop a build-up with a sheared face along the sidewalk or curb edges. Groundcover height shall not exceed six (6) inches without a beveled edge (i.e. leaning edge even with sidewalk with lower edge angled inward).
- 5.1.5 Contractor shall apply approved herbicide monthly and/or as required to remove and control broadleaf and grass weeds in and around all groundcover beds.
- 5.1.6 Plant material damaged by Contractor-applied herbicides shall be replaced at Contractor's expense.
- 5.1.7 The use of pre-emergent is strongly recommended in areas with overhead irrigation. In some instances, weeds may be removed by mechanical means as approved by the CR. Pre-emergent herbicide cost shall be included in the cost proposal.
- 5.1.8 Contractor shall keep groundcover trimmed back 6-12 inches from all controller units, irrigation heads, valve boxes, quick couplers, up-lighting or other appurtenances or fixtures.
- 5.1.9 Contractor shall not allow groundcovers to grow up trees, into shrubs or on structures or walls. Contractor shall keep groundcovers trimmed back approximately 6-12 inches from structures or walls.
- 5.1.10 Any paper or litter that accumulates in groundcover areas shall be picked up on a daily basis.
- 5.1.11 Mulch shall be applied to all planting areas two (2) times per year, once in the spring (Apr-Jun), and again in the fall (Sep-Nov).
- 5.1.12 Bare soil areas in groundcover beds shall be replanted or mulched as required.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 5 GROUNDCOVER

- a. No bare soil areas are permitted in the groundcover areas.
- 5.1.13 Ailing and/or stunted groundcover which fails to meet expected growth shall receive additional nutrient treatments to correct deficiencies or shall be replaced by Contractor at its expense. If groundcover failure is determined to be due to improper treatment and/or neglect by Contractor, replacement shall be performed at Contractor's expense within five (5) working days.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 6 SHRUBS

The primary objective for maintaining shrubs and other plant material within the City's landscape is to create a natural, aesthetically pleasing appearance throughout all areas. Shrubs and other plant material shall be pruned only to allow new growth to develop within the confines of planters and beds, and should have soft rounded edges in most applications. The use of powered equipment must be approved prior to use.

### **6.1 General Specifications**

- 6.1.1 Shrubs shall be pruned quarterly, or as required, for safety, removal of broken or diseased branches, general containment, and appearance.
- 6.1.2 Shrubs shall be pruned, as required, to ensure vehicular and pedestrian visibility and clearance.
- 6.1.3 All bare ground shrub areas, not inter-planted with groundcover, shall be cleaned a minimum of one (1) time per month. Cleaning shall be accomplished without removing significant amounts of any present mulch.
- 6.1.4 Plant material encroaching onto or from City property shall be trimmed back to the property line. At City's discretion, depending on circumstance, plants growing over fences and sidewalks from private property adjacent to contracted areas will also be trimmed back to the property line.
- 6.1.5 All gasoline-powered equipment used for pruning shrubs shall be approved by the CR.
- 6.1.6 Ailing, stunted, and/or dead shrubs, as a result of circumstances beyond Contractor's control, shall require a proposal for replacement within five (5) working days, and shall be restored within one (1) week of obtaining a signed proposal for Supplemental Work.
- 6.1.7 Shrubs requiring additional nutrients to correct deficiencies shall receive such nutrients, at no additional cost to the City, within five (5) working days of discovery.
- 6.1.8 Shrub failure due to Contractor's neglect or improper treatment, shall be replaced, at Contractor's sole expense, with like-kind and -sized plants, within five (5) working days.
- 6.1.9 Contractor shall prune shrubs according to accepted industry practices and consistent with intended use, as well as to retain as much of the natural informal appearance as possible. Final standards will be the decision of the CR.
  - a. For accepted industry practices, Contractor shall refer to the AHS Standards 'Pruning and Training' manual, latest edition.
  - b. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.
  - c. Contractor shall remove any spent blossoms or dead flower stalks as required for neat, clean appearance.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 6 SHRUBS

d. Shrubs and mounding shall not exceed two (2) feet in height within areas required for vehicular sight distance, depending on roadway topography.

- 6.1.10 Contractor shall apply approved herbicide monthly and/or as required to remove and control broadleaf and grass weeds in and around all shrub beds. The use of pre-emergent is strongly recommended and will be at Contractor's expense. In some instances, weeds may be removed by mechanical means as approved by the CR.
- 6.1.11 Any paper or litter that accumulates in shrub bed areas shall be picked up on a daily basis.
- 6.1.12 Mulch shall be applied to all shrub/planter bed areas, including medians, two (2) times per year, once in the spring (Apr-Jun), and again in the fall (Sep-Nov).
- 6.1.13 "Box hedging" may be required on some shrubs, as designated by the CR. Shear hedging or severe pruning/trimming of plants, unless authorized by the CR, shall not be permitted.
- 6.1.14 Topping of plants whose natural growth stems from the base of the plant shall not be permitted.
- 6.1.15 Contractor may occasionally be requested to raise the bottom of the shrubs for security reasons.
- 6.1.16 All shrubs without groundcover shall be mulched. No bare ground areas shall be acceptable.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 7 VINES

Vines shall be encouraged to grow and flourish by continually maintaining proper care in accordance with AHS Standards.

### 7.1 General Specifications

- 7.1.1 Vines and espalier plants shall be checked and retied as needed to allow for proper growth. Contractor shall secure vines with appropriate ties to promote directional growth on supports. Contractor shall not use nails to secure vines on masonry walls.
- 7.1.2 Pruning of vines shall be in accordance with good horticultural practices, as defined by the AHS Standards 'Pruning and Training' manual, latest edition.
- 7.1.3 Vines shall be pruned only to allow for new growth to develop and to control/direct plant size.
- 7.1.4 No more than 1/3rd of the vines should be pruned at any given time unless directed by the CR.
- 7.1.5 Contractor shall deep water vines in pockets not provided with sprinklers, as required to promote optimum growth.
- 7.1.6 Weed control shall be applied monthly to control all emergent weeds. In some instances, weeds may be removed by mechanical means as approved by the CR.
  - a. The use of pre-emergent is strongly recommended to control broadleaf and grassy weeds.
- 7.1.7 Any paper or litter that accumulates in vines and surrounding areas shall be picked up on a daily basis.
- 7.1.8 Mulch shall be applied to all planting areas two (2) times per year, as necessary, once in the spring (Apr-Jun), and again in the fall (Sep-Nov).
- 7.1.9 Vines shall not be allowed to grow past the designated area. All areas explored by the vine outside of the planting area shall be removed at Contractor's expense. Any structural damage done by excessive vine growth shall be restored within one (1) week at Contractor's expense.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 8 TREES

It is important to the City to continue to develop and maintain an urban forest within its parks and backup areas. Contractor shall prune trees to comply with ISA standards, and maintain their characteristic shape, density, and texture. The center of gravity, or location of mass, per tree is close to the center and close to the ground, enabling the trees to withstand strong winds. Thus, Contractor shall not thin or "lace out" dense foliage, except for outside branches. The Contract will include a large number of newly-planted trees and reforested areas. Tree pruning specifications for all trees over 15 feet are covered under a separate tree maintenance contract, except for the requirements to raise trees for clearance in Section 9.1.1.

### **8.1 General Specifications**

- 8.1.1 Contractor shall raise all trees, as required, to allow twelve-foot (12') clearance within park boundaries and fifteen-foot (15') clearance above road surfaces for vehicular traffic.
  - a. Trees in the medians are included in the monthly raising for signage and traffic clearance.
- 8.1.2 All trees shall be pruned as required to remove broken, crowned, dead, hazardous, and infested portions for safety reasons.
- 8.1.3 The CR shall be informed immediately of any hazardous trees.
- 8.1.4 All pruning shall be done by the use of proper tools, per ISA Standards, and disinfected after each tree is pruned to prevent the spread of disease and pathogens from one tree to another.
- 8.1.5 Topping trees shall not be permitted. Any pruning shall be done by those experienced and skilled in pruning techniques.
- 8.1.6 All cuts shall be done using proper horticultural practices. Dressing wounds is not allowed.
- 8.1.7 Tree stakes, ties, and guys shall be checked and corrected or replaced as needed, and removed when no longer needed.
- 8.1.8 Ties shall be adjusted to prevent girdling.
- 8.1.9 Under no circumstances shall stripping of lower branches (raising up) of young trees be 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). Contractor shall contact the CR with any questions or concerns.
- 8.1.10 Downed tree debris, of all sizes, shall be cut up and removed within 48 hours of discovery. Contractor shall be responsible for chipping and green waste disposal.
- 8.1.11 Newly planted trees, either by Contractor or the City, shall become the responsibility of Contractor if they fall within the height specification.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 8 TREES

### **8.2 Trees Under 15 Feet**

- 8.2.1 Contractor shall prune out branches extending beyond the shape (foliage perimeter) of a tree.
- 8.2.2 Contractor shall prune to control size and shape.
- 8.2.3 Cuts shall be inside perimeter of foliage, almost flush with a parent branch, but not harming the collar area. No butts or stubs shall be permitted. Old stubs with an outgrowth of multiple shoots shall be removed.
- 8.2.4 Contractor shall prune off lower branches high enough for traffic clearance.
- 8.2.5 Contractor shall cut out dead, crossing, rubbing branches and v-shaped crotches.
- 8.2.6 Contractor shall undercut branches over two (2) inches in diameter before final cut is made close to a scaffold (main) branch. Shredded, torn or ripped branches shall be re-cut cleanly.
- 8.2.7 An exposed wound, as where a branch was removed, shall remain exposed. Contractor shall not paint or apply any substance on wounds.
- 8.2.8 Trees close together shall be separated by removal of intermingling branches. The exception is a large hedge or windbreak consisting of one (1) species.
- 8.2.9 All newly planted or young trees shall be double staked by Contractor and secured properly with CR-approved ties.
  - a. Contractor shall use only City-approved staking materials.
  - b. Contractor shall always remove nursery stakes on young trees and replace by double staking, when trunk strength allows.
  - c. All stakes shall be set perpendicular to prevailing winds unless designated otherwise by the CR.
  - d. Tree stakes shall be set a consistent distance (minimum six [6] inches) away from the trunk of the tree to reduce abrasion.
  - e. The tops of tree stakes shall be removed approximately three (3) inches above the highest tie to reduce abrasion of main or lateral branches of the tree.
- 8.2.10 A tree too heavy for support by stakes shall have equally-spaced guy wire ties to stakes and shall be inspected for possible removal. The wire shall be on a 45-degree angle with the tree trunk.
  - a. Locations for use of guy wires shall be determined by the CR.
  - b. Ties shall always allow for tree movement between stakes and tree trunk.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 8 TREES

- c. Contractor shall loosen or remove tree ties upon discovery that ties are too tight, before ties girdle a branch or trunk.
- d. Contractor shall remove stakes or guy wires from a tree trunk that is immovable in wet soil.

8.2.11 Any tree stakes or ties that are broken, loose or damaged shall be removed immediately. If the tree is less than one (1) year old or immature and requiring continued support, new ties and stakes will be required.

8.2.12 Fertilizers, pre-approved by the CR, shall be applied to trees and shrubs that require supplemental feeding. Annual spring feeding shall be done in accordance with the rate indicated by the manufacturer. Fertilization may require deep root feeding or foliar micronutrient applications.

8.2.13 Palm trees may require a fertilizer specific for their needs and in a spike form for application.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 9 CULTURAL PRACTICES

### **9.1 General Specifications**

- 9.1.1 Contractor shall notify the City, in writing, at least one (1) week prior to the date and time of the all pre-approved Cultural Practices/Treatments, which may be deemed necessary by a CR.
- 9.1.2 The following Cultural Practices are part of the Base Contract:
  - a. Fertilization;
  - b. Aerification;
  - c. Turf renovation of athletic fields; and
  - d. Turf reseeding of athletic fields.
- 9.1.3 The following Cultural Practices may be included as Supplemental Work:
  - a. Treatment for diseases and insects;
  - b. Inoculation of soils/plants (e.g. predatory insect releases, soil mycorrhizae);
  - c. Verticut mowing and sweeping;
  - d. Topdressing;
  - e. Planting preparation;
  - f. Leveling of park areas;
  - g. Establishment of grade surrounding play grounds, etc.;
  - h. Cultivation of bare ground soil;
  - i. Installation of plant materials/plantings;
  - j. Turf renovation of general turf areas;
  - k. Turf overseeding of general turf areas; and
  - l. Decomposed Granite (DG) renovation or maintenance.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 10 BEACH GARDEN

### **10.1 Completion:**

- 10.1.1 Inspect beach garden, sand and garden appurtenances (located in the Rainbow Harbor area) for defects or damage and report, isolate, barricade, or otherwise control them. Defects and hazards shall be immediately reported to the City's designated representative.
- 10.1.2 Beach Garden shall be maintained free of litter, leaves, cans, pop-tops, Styrofoam, broken glass, weeds, cigarette butts, feces, and other harmful and unsightly debris.
- 10.1.3 Beach sand shall have been cleaned, leveled, and cushioned with materials relocated to main designated grades.
- 10.1.4 Excess beach sand shall be free from "crusting" and compaction.
- 10.1.5 Walks, boardwalks, approaches, benches, etc. shall have been cleaned and all loose foreign materials removed.

### **10.2 Equipment:**

- 10.2.1 Equipment shall be appropriate to the task.
- 10.2.2 Barricading materials shall be the Contractor's responsibility.
- 10.2.3 Vehicles are not to be driven on the wooden boardwalk path.

### **10.3 Timeline:**

- 10.3.1 Cleaning, grading, and shaping shall be completed daily before 10:00 a.m.
- 10.3.2 Beach sand shall receive a deep cultivating four (4) times per year according to the approved Contractor's schedule. Cultivating operation shall be completed prior to 10:00 a.m.

### **10.4 Operations:**

- 10.4.1 Beach Garden shall be inspected at the start of each workday.
- 10.4.2 Hazardous conditions, whether identified during inspections or during other on-going maintenance work, shall be immediately barricaded or otherwise identified to protect the public. Notify the City Representative immediately of any hazardous, or potentially hazardous, conditions.
- 10.4.3 Beach sand shall be cleaned, returned to designated contours, and raked while removing any foreign hazardous material, litter or debris at the start of each work day.
- 10.4.4 During the cleaning operation, Contractor shall ensure that Styrofoam fragments are removed and not broken into smaller fragments.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 10 BEACH GARDEN

- 10.4.5 During grading and distribution of beach sand, no concrete footing shall be exposed. Each footing shall be covered to provide adequate cushioning and prevent tripping.
- 10.4.6 During regular maintenance, the raking and filling of depressions shall be done in a manner to prevent material compaction. Any perceived compaction problem in the sand area shall be reported to the City Representative.
- 10.4.7 Sand combs shall be used to ensure a thorough cleaning.
- 10.4.8 During deep cushioning operation, the entire sand area shall be loosened by tilling to a minimum depth of six (6) inches using a power roto-tiller. Once this has been accomplished, the sand shall be raked smooth and redistributed to maintain grading and contours.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 11 PEST CONTROL

### **11.1 General Specifications**

Integrated pest management (IPM) principles govern the oversight and management of pest pressures. For this reason, biopesticides have been chosen as a primary control method whenever horticultural management criteria deem the anticipated result to be satisfactory. Combined with a sound IPM program, pest control through prevention, cultural practices, exclusion, natural enemies, and host resistance offers the safest, most effective means of producing high-level plant material. The City is concerned with the safety of wildlife and, therefore, Contractor shall be expressly prohibited from using anything that may result in direct or secondary poisoning and harming of organisms.

- 11.1.1 Contractor shall manage economic thresholds of plant pests including insects, diseases, weeds, and vertebrate damage, as defined in this section.
- 11.1.2 Contractor shall obtain any necessary permits to comply with City, County, State or Federal regulations or laws to perform such control.
- 11.1.3 By submitting a proposal, Contractor assumes responsibility and liability for the use, storage, containment, and cleanup of all pest control management materials.
- 11.1.4 Any failure on Contractor's part to abide by City, County, State, and Federal laws or regulations, and the Specifications contained in this section, may result in a default of this Contract.
- 11.1.5 Fines levied against the City as a result of Contractor's failure to abide by regulations shall be Contractor's responsibility to pay.
- 11.1.6 Contractor shall use all materials in strict accordance with the most current Federal EPA and Cal-DPR regulations, applicable sections of the California Food and Agricultural Code, Title 3, and regulations within the Healthy Schools Act (HSA).
- 11.1.7 Contractor shall maintain the appropriate licenses, and categories within the Licenses, including Pest Control Business License (PCB) and Qualified Applicator License (QAL-categories ABCF).
- 11.1.8 Contractor shall use specified pesticides only.

### **11.2 Procedure**

This section shall serve as the primary guideline for pest control operations. Weeds represent the majority of work within this Contract. All applications shall be completed in a safe manner utilizing safety procedures outlined in **Appendix 1, Terms and Conditions**.

- 11.2.1 Contractor shall submit a comprehensive treatment schedule to maintain all working intervals (daily, weekly, monthly, quarterly, yearly).



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 11 PEST CONTROL

- a. This schedule will be entered as work orders into the City database and closed out after the application has been deemed satisfactory. Completed work orders shall be indicated by control of the specified pest, not completion of the application.
- 11.2.2 Restricted material applications, and HSA applications, require a notice of intent (NOI) posting to the County Agricultural Commissioner, as well as to the City. Contractor must have written confirmation back from the CR prior to the start of the application. This written confirmation requirement may be waived upon the completion of successive treatments cycles; notification of this nature will be made in writing to the Contractor via email.
- 11.2.3 Contractor or Contractor's representative shall scout the landscape material for harmful pests regularly and thoroughly. Contractor assumes the primary role in this responsibility.
- 11.2.4 The CR shall inspect all areas of the landscape when infestations of harmful or unwanted pests are located by Contractor, and will submit a plan of action to Contractor.
  - a. A written recommendation shall be issued by the CR to indicate the plan of action when a pesticide is required to be used as a control method.
- 11.2.5 A copy of the monthly Pesticide Use Report (PUR) for all pesticides shall be filed with the County Agricultural Commissioner no later than the 10th of every month for the preceding month.
  - a. A copy of the PUR shall be sent and received by the City at the same time the report is filed with the county.
- 11.2.6 Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors.
  - a. Early morning application shall be used when possible to avoid contamination from drift.
  - b. All applications shall be scheduled after checking the NOAA weather notification system for potential rainfall. All indications shall be for rain-free weather 48 hours post application.
- 11.2.7 Care shall be taken in transferring, mixing, and applying pesticides to prevent contaminating areas outside of the target area.
  - a. Application methods shall be used to ensure that materials are confined to the target area.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 11 PEST CONTROL

- 11.2.8 Treatment includes the application of the pesticide, as well as the re-entry period following the application. Contractor shall be responsible for maintaining the treatment area throughout the re-entry interval.
- 11.2.9 Spray tanks containing leftover materials shall not be drained on-site. Dumping of tank contents is illegal.
  - a. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the State of California Food and Agricultural Code, EPA/DPR regulations, NPDES permit requirements, and all other applicable laws, rules and regulations.
- 11.2.10 Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficacy, it shall be applied in quantities each area is capable of receiving without runoff.
- 11.2.11 Pruning is an effective prevention of an epidemic of insects and diseases (e.g. pine tree tip moth, juniper twig girdler, tree borers, fireblight). Contractor shall prune away infected parts and dispose of them off site. Contractor shall sterilize pruning equipment before moving to the next plant.
- 11.2.12 Handling requirements may apply during transport to another location (e.g. bagging of tree limbs containing borers).
- 11.2.13 Snails shall be controlled before becoming an epidemic. Biopesticides containing iron phosphate, or other molluscicides, shall be initiated by Contractor early in the infestation. All reasonable precautions shall be used to minimize health risks to non-target organisms. The City will not tolerate epidemics of snails.
- 11.2.14 Cleanup of hazardous material releases, to the extent indicated by the governing agency, is the responsibility of Contractor.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 12 VERTEBRATE PEST CONTROL

### **12.1 General Specifications**

Vertebrate pests (gophers, ground squirrels, voles, moles, deer, birds, etc.) represent an on-going challenge to City landscape maintenance standards due to the populations of these pests, the extensive regulatory oversight of the controls, and the potential for poisoning of non-target populations. Treatment for control shall be performed a minimum of two (2) times per month, per label instructions.

- 12.1.1 Vertebrate control methods for consideration shall include trapping as an initial method, where feasible, followed by exclusion or physical disruption. These methods tend to be more labor intensive, but may be a necessary step given specified circumstances.
- 12.1.2 Fumatoxin, or technical aluminum phosphide, shall be used in areas where no permanent structure exists within 100 feet of the treatment site, and all other label and County regulations are observed with each use. A Fumatoxin Management Plan (FMP) shall be filed with the CR prior to the commencement of treatment, and shall be updated when field operations dictate a change is required. Applicator shall have a copy of the current FMP with the treatment truck during applications. Forty-eight hour NOI is required with the use of this material.
- 12.1.3 Other materials may be substituted after approval by CR.
- 12.1.4 Contractor shall not consider vertebrate control as Supplemental Work.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 13 WEED CONTROL

### **13.1 General Specifications**

A weed is any plant growing in an area where it interferes with the intent and expectation of the landscape. The City expects all areas to have minimum weed populations due to the frequency of management intervals.

- 13.1.1 All weed control material shall be approved.
- 13.1.2 All weeds shall be addressed, as indicated, in the frequency of management intervals. The Specifications, in general, indicate monthly weed control with a specified herbicide; however, other intervals exist for certain areas (e.g. backup lot, natural or open spaces, etc.)
- 13.1.3 Weed heights of four (4) inches or greater are an indication of improper weed control treatment and/or intervals. Weedy areas will be brought to the attention of Contractor in order to gauge the reason for the deficiency. Remediation of the problem, if deemed a Contract deficiency, shall be within five (5) working days.
- 13.1.4 String trimming, in the absence of chemical treatment, may be used to control a weed population, but satisfactory weed control is measured by both results and the visual aesthetic of the planted area.
- 13.1.5 Manual weed control may be substituted for chemical weed control in some instances to maintain the proper interval (e.g. windy or rainy conditions which prevent chemical treatment).
- 13.1.6 Damage to plants caused by weed competition and herbicide application shall result in replacement plantings at Contractor's expense.

### **13.2 Weed Control of Hard Surfaces**

Contractor shall apply an approved herbicide, in the prescribed interval, to remove and control weeds growing in cracks, expansion joints, patios, gutters (cement/asphalt interface), interior Park roads, median hardscapes, and other contiguous City landscape-hardscape interfaces, in order to maintain the landscape aesthetic.

- 13.2.1 Areas adjacent to paved surfaces shall have minimum margins of relief provided by chemical weed control.
  - a. Systemic, non-selective weed control of adjacent roadside lawns shall not have in excess of 12 inches of bare soil between the lawn and roadway edge.
  - b. Overspray or excessively bare margins shall require replacement plants to be installed.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 14 LITTER AND DEBRIS MANAGEMENT

### **14.1 General Specifications**

Contractor shall provide general cleanup on a daily basis, unless otherwise specified, for the purpose of emptying trash cans and picking up papers, trash, discarded items or debris which may accumulate in the landscape areas; hardscapes within the site (sidewalks, pathways, parking lots, sports surfaces); those City sidewalks that lie directly adjacent to the park or transverse and dissect the median island, vacant lots or backup lots; and all curb and gutter lines that encircle these same sites. This list also includes all other adjacent hardscape elements deemed by the CR to be part of the inventory of the respective Contract landscape areas, lakes, playgrounds, parking lots, internal roadways, and all other park and open space areas.

### **14.2 Schedule**

- 14.2.1 All trash cans shall have full bags removed and replaced with a clean liner by 12:00 p.m. daily.
- 14.2.2 Replacing all plastic trash can liners shall be part of the routine cleaning process.
- 14.2.3 All litter and debris cleanup shall be performed between the hours of 6:00 a.m. – 7:00 p.m., Monday through Sunday, unless otherwise noted.
  - a. Reserved picnic sites are a priority and shall be cleaned daily by 7:00 a.m., including weekends, holidays, and for special events. Pressure washing may be required as determined by the CR.
- 14.2.4 A route, or order of facilities, that Contractor will follow shall be submitted to the CR and updated as necessary.
  - a. The CR shall be notified immediately if this schedule cannot be met on a particular day.
- 14.2.5 All parking lots shall be swept, blown and/or vacuumed free of debris a minimum of once weekly. This does not replace daily trash and debris clean up.
- 14.2.6 Contractor shall remove all debris resulting from its operations daily and dispose of it off-site at the time of occurrence.
  - a. All debris resulting from any of the Contractor's operations shall be removed and disposed of at the Contractor's sole expense. No debris shall remain at the end of the workday.
- 14.2.7 All walkways shall be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to pedestrian, bike, or car traffic.
- 14.2.8 Contractor shall not blow grass cuttings/debris into public streets or gutters that have not been previously swept or vacuumed clean.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 14 LITTER AND DEBRIS MANAGEMENT

- a. Contractor shall remove debris generated adjacent to landscape areas (i.e. sidewalks, streets, gutters, medians).
- b. All second notice violations will be immediate deductions.

14.2.9 Should illegal dumping occur to any of the Contracted sites, immediate disposal shall be performed at no additional cost to the City. Any such dumping shall be reported immediately to CR.

14.2.10 Soil spoils on curb areas, including street medians and gopher soil disturbances, shall be cleaned weekly from all areas.

14.2.11 Trash will be removed between the hours of 6:00am – 9:00pm during the months of May – September.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 15 HOMELESS TASKS / CLEANUP

See definition of homeless items, encampments, and imprint (boundary).

### **15.1 General Specifications**

- 15.1.1 Contractor shall be responsible for cleaning miscellaneous trash items left by homeless persons during Contract hours.
- 15.1.2 Contractor shall remove and properly dispose of abandoned items (trash) daily.
- 15.1.3 Interaction with homeless maintenance contractor, CR, City officials, or law enforcement personnel may be necessary as it pertains to securing and restoring the imprint.
- 15.1.4 Contractor shall report to the CR regarding interference in contractual execution (unable to mow, pick up trash, etc.) due to homeless individuals, within 24 hours.
- 15.1.5 Contractor shall report any threatening individuals to the CR immediately.
- 15.1.6 All personal belongings shall be properly bagged and identified with a tape tag indicating location name, date and time of removal, and truck number. These bags shall be stored at a City location.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 16 DRAINAGE APERTURES

### **16.1 General Specifications**

- 16.1.1 Contractor shall inspect surface drains (i.e. catch basins, flow structures) located within the landscaped areas daily.
- 16.1.2 Surface drains, including catch basins where applicable, shall be maintained free of obstruction and debris at all times to ensure proper drainage.
- 16.1.3 Contractor shall remove any debris or vegetation that might accumulate to prevent proper flow of water.
- 16.1.4 During periods of inclement weather, Contractor shall ensure all drains and drainage areas are kept clear of debris and that water is draining properly.
- 16.1.5 All costs incurred by the City to repair damage due to improper drain cleaning will be recovered from Contractor.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 17 PLANT ADDITIONS AND/OR REPLACEMENTS

### **17.1 General Specifications**

- 17.1.1 Contractor may be requested to replace damaged or destroyed trees, shrubs, vines, groundcover or flowers.
- 17.1.2 Work shall be considered as Supplemental Work unless otherwise specified. Exceptions are replacements due to Contractor's negligence, as determined by the CR.
- 17.1.3 Contractor shall replace all damaged plant material due to Contractor's negligence within five (5) working days.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 18 GUARANTEE AND/OR REPLACEMENT POLICY

### **18.1 General Specifications**

- 18.1.1 All new plant material and irrigation installations shall be guaranteed for a period of one (1) calendar year, unless damage or death of plant material is due to wind, storm, vandalism, riots, war, fire, flood, earthquakes or other events over which the Contractor has no control.
- 18.1.2 Existing plants shall be replaced by Contractor if it is determined by the CR that they were damaged or destroyed due to Contractor's negligence.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 19 REPORTS AND SCHEDULES

### **19.1 General Specifications**

Contractor shall submit reports and schedules as requested and as outlined below and in **Appendix 1** and **Appendix 3**. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments or a deduction. All reports and schedules shall be either provided by, or in a format approved by the City.

### **19.2 Reports**

19.2.1 The following are required reports with frequency of delivery:

- a. Staffing by Area, Total Employees, Total Hours – as submitted to DIR
- b. Pesticide Application Reports – daily, including NOI
- c. Pesticide Use Reports – monthly
- d. Incident and Accident Reports – immediately
- e. Hazard Reports – immediately
- f. Landfill Diversion Reports – shall be kept on file by Contractor and correlated with an invoice
- g. Fertilizer Application – daily, by site, amount, date, material
- h. Water Truck – gallons per week
- i. Irrigation System Malfunction (central control) or Shut Down – monthly
- j. Vandalism – weekly, by site
- k. Homeless Encampments – weekly
- l. Damage to Appurtenances – immediately
- m. Plant Replacement by Area – immediately
- n. Emergency Call Out Log – monthly
- o. Consumable Goods Log – monthly
- p. Refuse Disposal Log – monthly
- q. Cultural Practices and materials – as completed
- r. Irrigation Audits – monthly
- s. Hardscape Cleaning – weekly
- t. Pest Control Advisor Recommendations – as required by California Code of Regulation



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 19 REPORTS AND SCHEDULES

- u. Safety Inspection Log for Contractor's Yard, Equipment, Performance - monthly
- v. Supplemental Work – weekly, as requested
- w. Median Contract Completion – monthly
- x. Back up Log Contract Completion – quarterly
- y. Tot Lot Rototilling – monthly
- z. DG Pathways Repair/Maintenance – monthly
- aa. Bike Trails/Asphalt Cement Walkways – monthly
- bb. Pressure Washing Amenities and Playgrounds – weekly

19.2.2 Additional reports may be occasionally required to assist the City. These reports shall be detailed, thorough and may include, but not be limited to, the following:

- a. Suggestions for improving problem areas;
- b. Proposal needed prior to performing any Supplemental Work; and
- c. Large scale projects.

### **19.3 Schedules**

#### **19.3.1 Monthly Maintenance Schedule**

Contractor shall provide a maintenance schedule to the City in calendar format within thirty (30) days of the start of the Contract. Schedules shall show the day of the week the operation is to be performed, or the order of rotation areas will be serviced, such as for debris pickup or pruning operations. These schedules will be entered into the work order system and Contractor performance will be evaluated based on this rotation.

#### **19.3.2 Required schedules and frequencies of delivery are:**

- a. Mowing for each park site – weekly
- b. Shrub trimming (backup lot, medians, parks, MOU) – quarterly
- c. Irrigation audit – monthly
- d. Tree raising – weekly, as needed
- e. Fishing dock pressure washing - weekly



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 19 REPORTS AND SCHEDULES

- f. Sand lot rototilling – monthly
- g. Weed abatement (spray followed one [1] week later by string trim) – monthly
- h. Weed abatement (vacant lot/wild lot) – quarterly
- i. Other weed abatement – monthly
- j. Cleaning of street and median landscapes – weekly
- k. Mulching – bi-annually
- l. Birdcage Elevator Pressure washing – weekly
- m. Groundcover trimming – monthly
- n. DG surface repair – monthly
- o. Bike trail chemical edging – monthly
- p. Special projects and locations – as requested
- q. Supplemental and locations – as requested
- r. Irrigation programs – weekly
- s. Supplemental Work – as needed
- t. Cultural Practices – as indicated
- u. Other items as requested by the CR – as needed

19.3.3 Any other activities that Contractor performs on a regular or semi-regular basis and as determined or requested by the City will require a schedule to be submitted.

19.3.4 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the CR for review at least five (5) working days prior to scheduled time for the work. Notification of change in scheduled work due to circumstances beyond the control of Contractor must be received by the City at least 12 hours prior to the scheduled time for work to begin.

19.3.5 All schedules shall be of a format either supplied or approved by the City.

19.3.6 Contractor shall adjust work schedules within the same week to accommodate all City-observed holidays, during inclement weather, under emergency notification, and for periods of excessive rainfall.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 19 REPORTS AND SCHEDULES

### **19.4 Irrigation Reports**

- 19.5.1 Written reports of any repairs or modifications to the irrigation system shall be turned in by Contractor monthly. Failure to do so may delay payment of invoices.
- 19.5.2 Examples of other written reports Contractor shall provide are:
  - a. Irrigation System Audit Sheet (monthly)
  - b. Irrigation Zone Narratives (when applicable)
  - c. Irrigation Material Purchase Request (if applicable)

### **19.5 Irrigation Schedules**

- 19.5.1 Contractor shall provide an Irrigation Controller Program Log for each manual controller, by area, within thirty (30) days of the start of the Contract. Any changes to the regular schedule shall be reported to the CR immediately and recorded on the Irrigation Controller Program Log.
- 19.5.2 Contractor shall provide to the City a schedule of all manually-watered areas, including those where use of a vehicle is required, within thirty (30) days of the start of the Contract. Any changes to the regular schedule shall be reported to the CR immediately and recorded on the schedule.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## SECTION 20 NEW AREAS UNDER CONSTRUCTION

### **20.1 Alamitos Beach Concession & Playground - 384 E. Shoreline Dr – East Marina Green Park**

- 20.1.1 Slated to be completed by February of 2020, this area will consist of a 2-story restaurant, playground, showers, public restrooms and rental shack.
- 20.1.2 Contractor will be responsible for daily cleaning and upkeep of the playground and weekly pressure washing of the showers and the hardscape around the restaurant. Planter detailing and weed removal from planters and hardscape will be bi-monthly. Trash pickup will be 3 times a day just as the Esplanade area is.

### **20.2 Bike and Pedestrian Path Segment 1 – 753 – 885 Queensway Dr – West of the Maya Hotel**

- 20.2.1 Slated to be done late summer/early fall 2019, this area consists of a cement walkway, hardscape, and plant materials along an approximately 100-yard-long stretch of Queensway Drive.
- 20.2.2 Contractor will be responsible for monthly irrigation system auditing. Weed abatement and plant detailing will be bi-monthly. Trash pick-up will be daily. Pressure washing will be weekly.

### **20.3 Pike Park – 51 S Pine Ave – Below the Oceanaire Building off Seaside, across from Islands**

- 20.3.1 Slated to be done Spring 2020, this area consists of a small park that includes a playground and dog-park.
- 20.3.2 Contractor will be responsible for monthly irrigation system auditing. Weed abatement and plant detailing will be bi-monthly. Playground cleaning, upkeep and trash pick-up will be daily. Pressure washing will be weekly.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Appendix 3

### LOCATIONS



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **FACILITIES TO BE MAINTAINED**

This Contract will require the provision of landscape and grounds maintenance services at the following areas:

### **1. RAINBOW HARBOR**

Rainbow Harbor is a developed park, marina, and retail/entertainment area, which is generally situated around the Aquarium of the Pacific. Rainbow Harbor is a high-visibility "destination" site for tourists, conventioneers, and citizens alike. Rainbow Harbor is a high-use area, especially in warmer weather, on weekends, and during special events. The area will require a high level of maintenance, and extended hours of maintenance coverage. A tenant sweeper is to be used on the esplanade pavers two times weekly and a street sweeper is to be used in the Pier Point parking lot weekly.

The total area to be maintained as Rainbow Harbor Grounds (Grounds) is approximately 26.0 acres, including the landscaping and hardscape surrounding the Aquarium (outside of the fence line) and interior landscaping.

The Contractor will be responsible for the maintenance of all grounds, landscaping, planters, trees, hardscapes, boardwalks, piers, "beach garden," interior roads, parking lots, picnic areas, the "Promenade" (overpass to the Convention Center), elevator and a variety of appurtenances. Certain maintenance tasks, such as litter pick-up and refuse disposal, will require the Contractor have staff on-site in the evening, seven days per week.

The area contains the following features and appurtenances:

1. 55 planters, approximating 72,412 sq. ft. of groundcover, shrubs, and trees. Two (2) planters contain annuals. The first of these planters is located in the center of Aquarium Road, where the "dolphin" water sculpture is located. The second planter is located at the entrance to the parking lot on the south side of the Aquarium;
2. Approximately 1,800 sq. ft. of grass ring pavers;
3. 7.0 acres of fescue turf;
4. Multiple varieties of hardscapes, including: poured concrete (e.g., walkways, bike path), concrete pavers, clay pavers, lithocrete (a crushed-glass product), asphalt, wood boardwalk, and wood piers;
5. Turf, planters, and trees irrigated by means of standard irrigation systems;
6. Approximately 50 fixed-location trash containers with lids;
7. Approximately 70 benches (seating areas), not including picnic areas. Some benches are constructed of wood, some are concrete (freestanding), and others are formed as a part of planters or retaining walls;
8. Approximately 15 metal picnic tables;
9. Approximately 18,000 sq. ft. of decomposed granite areas, pathways, and planter strips;
10. 1.2 acres of beach sand (in the "beach garden" area);
11. Approximately 300 light standards and 50 bollard lamps in the interior of site;



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

12. Appurtenances including, but not limited to: handrails, bike racks, brass fire hydrants, transformer boxes, bollard lamps, and signage;
13. Two large fountains near the Aquarium in which the Contractor will be required to remove litter and debris, and to wash around its base;
14. Approximately 120 palm trees located in tree wells (with rings), which line the boardwalk of the "Lower Esplanade"; and
15. Pine Avenue Pier.

Contractor will not be responsible for:

16. Cleaning public restroom facilities;
17. Cleaning interior of the parking structure;
18. Cleaning of docks and gangways other than Pine Avenue Pier;
19. Removing and disposing of refuse and debris from boats or water;
20. Painting facilities and appurtenances to eliminate graffiti; and
21. Washing of interior streets and parking lots.

## 2. SHORELINE MARINA

The Shoreline Marina area generally extends from the "West Beach" parking lot (near First Place) west through the "Marina Green" to Shoreline Village, and then out to the end of the "Mole Road". The total area to be maintained is approximately 29.2 acres. The Contractor shall maintain all grounds, landscaping, planters, trees, hardscapes, bike path, piers, interior roads, parking lots, picnic areas, and a variety of appurtenances.

Although the frequencies of tasks and numbers of appurtenances in this area will be less than those identified for the Rainbow Harbor or Aquarium areas, the maintenance of this area, and other Contract areas is important. A street sweeper is to be used to clean the parking lot weekly.

## 3. RAINBOW LAGOON

Rainbow Lagoon is the area located between Shoreline Drive, the Hyatt Hotel, and the Convention Center. The total area to be maintained is approximately 6.5 acres. The Contractor shall maintain all grounds, landscaping, planters, trees, hardscapes, bridges, islands, picnic areas, stairs, and a variety of appurtenances. The Contractor is not responsible for the maintenance of the Lagoon itself, with the exception of removing litter and debris around the Lagoon's perimeter.

## 4. GOLDEN SHORE AREA

The Golden Shore area generally extends from the Los Angeles River east to the western edge of Magnolia Avenue median, south of Shoreline Drive. The total area to be maintained is approximately 5.8 acres. The area is a composite of medians, banks, parking lots, and the maintenance yard. The Contractor shall maintain all grounds, landscaping, planters, trees, hardscapes, bike path, fishing "pier" (bulkhead), Marine Reserve Mole and a variety of appurtenances. The Contractor is not responsible for the maintenance of the grounds and



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

landscaping directly associated with the C.S.U.L.B. Chancellor's Office, Catalina Landing, or the Golden Shore Marine Reserve. A street sweeper is to be used in the parking lot weekly.

**5. STREET LANDSCAPING**

The "Street Landscaping" area generally consists of the medians, banks, and islands associated with Shoreline Drive and the Rainbow Harbor approach streets (i.e., Chestnut Avenue, Magnolia Avenue including both center and sides of Shoreline Drive approach beginning in the underpass of Ocean Boulevard to Magnolia underpass) with an addition of a street island that is located on Seaside Way between the Convention Center and Centers parking structure. The total area to be maintained is approximately 9.5 acres. The Contractor shall maintain all grounds, landscaping, planters, trees, hardscapes, stairways, rock beds, bike path (on the north side of Shoreline Drive), and a variety of appurtenances.

**6. SOUTH SHORE LAUNCH RAMP, EXTENSION, AND PIER J WALKWAY**

The South Shore Launch ramp is located off Queensway Drive near the Queen Mary. The total area to be maintained is approximately 7.5 acres. The Contractor shall maintain all grounds, landscaping, planters, trees, hardscapes, interior roads, parking lots, picnic areas and a variety of appurtenances. The Extension runs for approximately 0.5 miles from the South Shore Launch Ramp to the Queen Mary Events Park (approximately 2 acres) and includes all of the landscape maintenance on the ocean side of the sidewalk. The Pier J Walkway is a 265-yard long walkway that runs along Queensway Drive across from the Maya Hotel (approximately .55 acres). It stretches between the entrance/exit of the Maya Hotel to the Reef restaurant and consists of hardscape and planter maintenance. A street sweeper is to be used in the parking lot weekly.

**7. PIKE PARK**

The Pike Park is located off Seaside Way at the base of the Oceanaire Building at 110 W. Ocean Blvd in Long Beach. The area is approximately .22 acres and includes a playground, exercise center, and a dog park. The Contractor shall perform 2x daily trash/litter removal, daily sweeping, and 3x a week washing and disinfecting all areas including the dog park. The Contractor will maintain all grounds, appurtenances, landscaping, planters, and trees.

**8. ALAMITOS RESTAURANT AND PLAYGROUND**

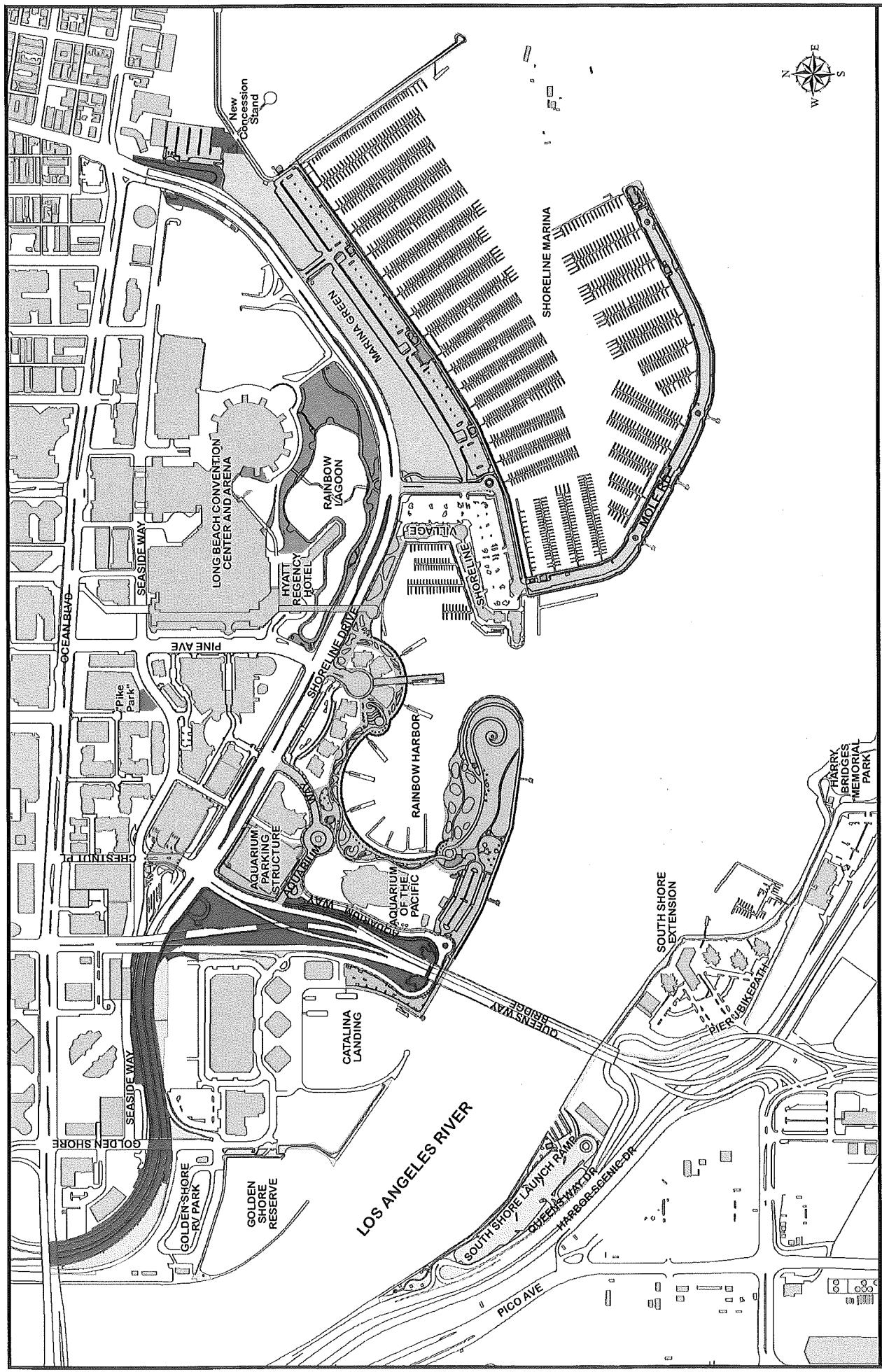
The Alamitos Restaurant and Playground area is located at the far east end of the Marina Green Park and Alamitos Beach Parking lot. The total area to be maintained is approximately .56 acres and includes a two-story restaurant, playground, showers, public restrooms, and a rental booth. The Contractor will be responsible for 3x daily trash/litter removal, daily sweeping of hardscapes, and 3x weekly washing of hardscapes. Playground sand is to be raked clean daily and checked for health hazards (razor blades, hypodermic needles, broken glass, etc.). The Contractor will maintain all grounds, landscaping, planters, and trees. The Contractor will not be responsible for cleaning the Public Restrooms but will be responsible for cleaning and pressure washing the shower area. A street sweeper is to be used in the parking lot weekly.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Appendix 4

### QUEENSWAY BAY AREA MAP



## Greater Queensway Bay Maintenance Areas

### Legend

Rainbow Harbor	Street Landscape
Shoreline Marina	South Shore Launch Ramp
Rainbow Lagoon	Pike Park
Golden Shore	New Concession Stand



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Appendix 5

### COST PROPOSAL PRICE SHEET

Task Frequency	Definition
1	Once per year
2	Twice per year
4	Quarterly
6	Bi-Monthly
12	Monthly
26	Bi-Weekly
39	Once per week, March through September; once every two weeks, October through February
52	Weekly
104	Twice per week
156	Three times per week
182	Every other day
365	Daily
730	Twice per day
1,095	Three times per day

Item No.	Section	Item Code	Description	Frequency	Unit Price	Line Total
1	BASE TASKS: Rainbow Harbor	Clearance Tree Pruning, Tree Support, & Limb Removal	a. inspection of trees	12		
2	BASE TASKS: Rainbow Harbor	Clearance Tree Pruning, Tree Support, & Limb Removal	b. park areas and roadways (as needed or 4 times per year)	4		
3	BASE TASKS: Rainbow Harbor	Clearance Tree Pruning, Tree Support, & Limb Removal	c. signage clearance (as needed or minimum of 4 times per year)	4		
4	BASE TASKS: Rainbow Harbor	Clearance Tree Pruning, Tree Support, & Limb Removal	d. tree supports (as needed or minimum of 4 times per year)	4		
5	BASE TASKS: Rainbow Harbor	Clearance Tree Pruning, Tree Support, & Limb Removal	e. hanger removals	1		
6	BASE TASKS: Rainbow Harbor	Clearance Tree Pruning, Tree Support, & Limb Removal	f. broken limb removals	1		
7	BASE TASKS: Rainbow Harbor	Mowing (6.85 sq. ft.)	a. mowing	39		
8	BASE TASKS: Rainbow Harbor	Verticut Mowing	a. verticut mowing	2		
9	BASE TASKS: Rainbow Harbor	Aerification	a. deep core & top dress	1		
11	BASE TASKS: Rainbow Harbor	Aerification	c. spike/shatter/slice	1		
12	BASE TASKS: Rainbow Harbor	Fertilization (Surface Application)	a. turf	4		
13	BASE TASKS: Rainbow Harbor	Fertilization (Surface Application)	b. beds	4		
14	BASE TASKS: Rainbow Harbor	Fertilization (Surface Application)	c. trees	2		
15	BASE TASKS: Rainbow Harbor	Raking	a. shrub beds & hedge rows	26		
16	BASE TASKS: Rainbow Harbor	Raking	b. groundcover & planters	26		
17	BASE TASKS: Rainbow Harbor	Raking	c. decomposed granite areas & bare areas	52		

18	BASE TASKS: Rainbow Harbor	Trash Containers & Refuse Disposal	a. inspected, emptied, cleaned, liners replaced, lids secured, and refuse disposed off-site	1,095
19	BASE TASKS: Rainbow Harbor	Litter & Debris Removal	a. litter and debris removal	365
20	BASE TASKS: Rainbow Harbor	Sweeping	a. Hardscapes, parking lots	104
21	BASE TASKS: Rainbow Harbor	Sweeping	b. boardwalks (7,600 sq. ft.)	156
22	BASE TASKS: Rainbow Harbor	Sweeping	c. fishing piers & bridges (not including Pine Avenue Pier)	52
23	BASE TASKS: Rainbow Harbor	Sweeping	d. stairways (promenade)	156
24	BASE TASKS: Rainbow Harbor	Sweeping	e. inaccessible plots & roadways	104
25	BASE TASKS: Rainbow Harbor	Sweeping	f. quads & esplanades	156
26	BASE TASKS: Rainbow Harbor	Sweeping	g. dance areas/amphitheater	156
27	BASE TASKS: Rainbow Harbor	Sweeping	h. Pine Avenue Pier	156
28	BASE TASKS: Rainbow Harbor	Washing & Steam Cleaning	a. hardscapes	104
29	BASE TASKS: Rainbow Harbor	Washing & Steam Cleaning	b. boardwalks (7,600 sq. ft.)	52
30	BASE TASKS: Rainbow Harbor	Washing & Steam Cleaning	c. fishing piers & bridges (not including Pine Avenue Pier)	52
31	BASE TASKS: Rainbow Harbor	Washing & Steam Cleaning	d. stairways	104
32	BASE TASKS: Rainbow Harbor	Washing & Steam Cleaning	e. picnic table pads	156
33	BASE TASKS: Rainbow Harbor	Washing & Steam Cleaning	f. quads & esplanades	104
34	BASE TASKS: Rainbow Harbor	Washing & Steam Cleaning	g. dance areas/amphitheater	104
35	BASE TASKS: Rainbow Harbor	Washing & Steam Cleaning	h. Pine Avenue Pier	52
36	BASE TASKS: Rainbow Harbor	Edging	a. turf	39
37	BASE TASKS: Rainbow Harbor	Edging	b. planters & walkways	26
38	BASE TASKS: Rainbow Harbor	Detailing	a. turf	39
39	BASE TASKS: Rainbow Harbor	Detailing	b. planters	52
40	BASE TASKS: Rainbow Harbor	Shrub Pruning, Hedge Trimming & Planter Maintenance	a. shrub & hedge trimming	12
41	BASE TASKS: Rainbow Harbor	Shrub Pruning, Hedge Trimming & Planter Maintenance	b. planter maintenance (includes banks, medians, etc.)	26
42	BASE TASKS: Rainbow Harbor	Annual Beds	a. installation/replacement	4
43	BASE TASKS: Rainbow Harbor	Annual Beds	b. bed maintenance	52
44	BASE TASKS: Rainbow Harbor	Annual Beds	c. cultivation	52
45	BASE TASKS: Rainbow Harbor	Weed Removal-Inspect and remove by hand	a. groundcover	52
46	BASE TASKS: Rainbow Harbor	Weed Removal-Inspect and remove by hand	b. planters	52
47	BASE TASKS: Rainbow Harbor	Weed Removal-Inspect and remove by hand	c. shrub beds and hedge rows	52
48	BASE TASKS: Rainbow Harbor	Weed Removal-Inspect and remove by hand	d. bare areas	52
49	BASE TASKS: Rainbow Harbor	Weed Removal-Inspect and remove by hand	e. rip-rap (rock seawalls)	26
50	BASE TASKS: Rainbow Harbor	Weed Removal - Chemical Treatments (as needed)	f. annual beds	12
51	BASE TASKS: Rainbow Harbor	Weed Removal - Chemical Treatments (as needed)	g. groundcover	12
52	BASE TASKS: Rainbow Harbor	Weed Removal - Chemical Treatments (as needed)	h. planters	12
53	BASE TASKS: Rainbow Harbor	Weed Removal - Chemical Treatments (as needed)	i. shrub beds and hedge rows	12
54	BASE TASKS: Rainbow Harbor	Weed Removal - Chemical Treatments (as needed)	j. bare area	12
55	BASE TASKS: Rainbow Harbor	Weed Removal - Chemical Treatments (as needed)	k. hardscape areas	12
56	BASE TASKS: Rainbow Harbor	Weed Removal - Chemical Treatments (as needed)	l. decomposed granite areas	52

57	BASE TASKS: Rainbow Harbor	Weed Removal - Chemical Treatments (as needed)	12	
58	BASE TASKS: Rainbow Harbor	Weed Removal - Chemical Treatments (as needed)	12	
59	BASE TASKS: Rainbow Harbor	Beach Garden	365	
60	BASE TASKS: Rainbow Harbor	Beach Garden	6	
61	BASE TASKS: Rainbow Harbor	Beach Garden	52	
62	BASE TASKS: Rainbow Harbor	Irrigation System Management	26	
63	BASE TASKS: Rainbow Harbor	Irrigation System Management	26	
64	BASE TASKS: Rainbow Harbor	Irrigation System Management	26	
65	BASE TASKS: Rainbow Harbor	Irrigation System Management	26	
66	BASE TASKS: Rainbow Harbor	Irrigation System Management	12	
67	BASE TASKS: Rainbow Harbor	Irrigation System Management	12	
68	BASE TASKS: Rainbow Harbor	Picnic Areas	365	
69	BASE TASKS: Rainbow Harbor	Appurtenances	182	
70	BASE TASKS: Rainbow Harbor	Appurtenances	365	
71	BASE TASKS: Rainbow Harbor	Appurtenances	104	
72	BASE TASKS: Rainbow Harbor	Appurtenances	104	
73	BASE TASKS: Rainbow Harbor	Appurtenances	104	
74	BASE TASKS: Rainbow Harbor	Appurtenances	104	
75	BASE TASKS: Rainbow Harbor	Appurtenances	104	
76	BASE TASKS: Rainbow Harbor	Appurtenances	730	
77	BASE TASKS: Rainbow Harbor	Drinking Fountains	365	
78	BASE TASKS: Rainbow Harbor	Integrated Pest Management	12	
79	BASE TASKS: Rainbow Harbor	Integrated Pest Management	6	
80	BASE TASKS: Rainbow Harbor	Integrated Pest Management	26	
81	BASE TASKS: Rainbow Harbor	Spot Cleaning	365	
		a. litter removal, washing, picnic areas, appurtenances	365	
				Subtotal
82	BASE TASKS: Rainbow Lagoon	Clearance Tree Pruning, Tree Support, & Limb Removal	12	
83	BASE TASKS: Rainbow Lagoon	Clearance Tree Pruning, Tree Support, & Limb Removal	4	
84	BASE TASKS: Rainbow Lagoon	Clearance Tree Pruning, Tree Support, & Limb Removal	4	
85	BASE TASKS: Rainbow Lagoon	Clearance Tree Pruning, Tree Support, & Limb Removal	1	
86	BASE TASKS: Rainbow Lagoon	Clearance Tree Pruning, Tree Support, & Limb Removal	1	
87	BASE TASKS: Rainbow Lagoon	Mowing (4,000 sq. ft.)	39	
88	BASE TASKS: Rainbow Lagoon	Verticut Mowing	2	

89	BASE TASKS: Rainbow Lagoon	Aerification	a. deep core & top dress	1
90	BASE TASKS: Rainbow Lagoon	Aerification	b. spike/shatter/slice	1
91	BASE TASKS: Rainbow Lagoon	Fertilization (Surface Application)	a. turf	4
92	BASE TASKS: Rainbow Lagoon	Fertilization (Surface Application)	b. beds	4
93	BASE TASKS: Rainbow Lagoon	Raking	a. shrub beds & hedge rows	26
94	BASE TASKS: Rainbow Lagoon	Raking	b. groundcover & planters	26
95	BASE TASKS: Rainbow Lagoon	Trash Containers & Refuse Disposal	a. inspected, emptied, cleaned, liners replaced, lids secured, and refuse disposed off-site	730
96	BASE TASKS: Rainbow Lagoon	Litter & Debris Removal	a. litter and debris removal	365
97	BASE TASKS: Rainbow Lagoon	Sweeping	a. hardscapes	26
98	BASE TASKS: Rainbow Lagoon	Sweeping	b. fishing piers & bridges (not including Pine Avenue Pier)	26
99	BASE TASKS: Rainbow Lagoon	Sweeping	c. stairways (promenade)	52
100	BASE TASKS: Rainbow Lagoon	Washing & Steam Cleaning	a. hardscapes	52
101	BASE TASKS: Rainbow Lagoon	Washing & Steam Cleaning	b. fishing piers & bridges (not including Pine Avenue Pier)	52
102	BASE TASKS: Rainbow Lagoon	Washing & Steam Cleaning	c. stairways	52
103	BASE TASKS: Rainbow Lagoon	Edging	a. turf	39
104	BASE TASKS: Rainbow Lagoon	Edging	b. planters & walkways	26
105	BASE TASKS: Rainbow Lagoon	Detailing	a. turf	39
106	BASE TASKS: Rainbow Lagoon	Detailing	b. planters	52
107	BASE TASKS: Rainbow Lagoon	Shrub Pruning, Hedge Trimming & Planter Maintenance	a. shrub & hedge trimming	12
108	BASE TASKS: Rainbow Lagoon	Shrub Pruning, Hedge Trimming & Planter Maintenance	b. planter maintenance (includes banks, medians, etc.)	26
109	BASE TASKS: Rainbow Lagoon	Annual Beds	a. installation/replacement	4
110	BASE TASKS: Rainbow Lagoon	Annual Beds	b. bed maintenance	26
111	BASE TASKS: Rainbow Lagoon	Annual Beds	c. cultivation	12
112	BASE TASKS: Rainbow Lagoon	Weed Removal-Inspect and remove by hand	a. groundcover	52
113	BASE TASKS: Rainbow Lagoon	Weed Removal-Inspect and remove by hand	b. planters	52
114	BASE TASKS: Rainbow Lagoon	Weed Removal-Inspect and remove by hand	c. shrub beds and hedge rows	52
115	BASE TASKS: Rainbow Lagoon	Weed Removal - Chemical Treatments (as needed)	d. groundcover	12
116	BASE TASKS: Rainbow Lagoon	Weed Removal - Chemical Treatments (as needed)	e. planters	12
117	BASE TASKS: Rainbow Lagoon	Weed Removal - Chemical Treatments (as needed)	f. shrub beds and hedge rows	12
118	BASE TASKS: Rainbow Lagoon	Weed Removal - Chemical Treatments (as needed)	g. hardscape areas	12
119	BASE TASKS: Rainbow Lagoon	Weed Removal - Chemical Treatments (as needed)	h. roadways & parking lots	12
120	BASE TASKS: Rainbow Lagoon	Irrigation System Management	a. adjust automatic irrigation system	26
121	BASE TASKS: Rainbow Lagoon	Irrigation System Management	b. controller cycling & system operational inspections. approximate number of stations: 64.	26
122	BASE TASKS: Rainbow Lagoon	Irrigation System Management	c. adjust arcs and clean nozzles of sprinkler heads with 3/4" or larger inlets	26
123	BASE TASKS: Rainbow Lagoon	Irrigation System Management	d. clear screens of quick coupling valves, check valves, and sprinkler inlets/screens	12

124	BASE TASKS: Rainbow Lagoon	Irrigation System Management	e. replace all PVC nipples and connectors (including plugs) from laterals to heads due to normal wear & damage (except third party)	12
125	BASE TASKS: Rainbow Lagoon	Appurtenances	a. handrails	26
126	BASE TASKS: Rainbow Lagoon	Appurtenances	b. benches and seating areas	104
127	BASE TASKS: Rainbow Lagoon	Appurtenances	c. flag/banner poles & signage	12
128	BASE TASKS: Rainbow Lagoon	Appurtenances	d. transformers and enclosures	12
129	BASE TASKS: Rainbow Lagoon	Appurtenances	e. other appurtenances	12
130	BASE TASKS: Rainbow Lagoon	Drinking Fountains	a. clean & disinfect drinking fountains	365
131	BASE TASKS: Rainbow Lagoon	Integrated Pest Management	a. completion of inspection procedures & forms	12
132	BASE TASKS: Rainbow Lagoon	Integrated Pest Management	b. pest & rodent eradication	6
133	BASE TASKS: Rainbow Lagoon	Integrated Pest Management	c. backfill, compact, rake & level excavated materials	26
			<b>Subtotal</b>	
134	BASE TASKS: Shoreline Marina	Clearance Tree Pruning, Tree Support, & Limb Removal	a. inspection of trees	12
135	BASE TASKS: Shoreline Marina	Clearance Tree Pruning, Tree Support, & Limb Removal	b. park areas and roadways (as needed or 4 times per year)	4
136	BASE TASKS: Shoreline Marina	Clearance Tree Pruning, Tree Support, & Limb Removal	c. signage clearance (as needed or minimum of 4 times per year)	4
137	BASE TASKS: Shoreline Marina	Clearance Tree Pruning, Tree Support, & Limb Removal	d. hanger removals	1
138	BASE TASKS: Shoreline Marina	Clearance Tree Pruning, Tree Support, & Limb Removal	e. broken limb removals	1
139	BASE TASKS: Shoreline Marina	Mowing (8.60 sq. ft.)	a. mowing	39
140	BASE TASKS: Shoreline Marina	Verticut Mowing	a. verticut mowing	1
141	BASE TASKS: Shoreline Marina	Aerification	a. deep core & top dress	1
142	BASE TASKS: Shoreline Marina	Aerification	b. spike/shatter/slice	1
143	BASE TASKS: Shoreline Marina	Fertilization (Surface Application)	a. turf	6
144	BASE TASKS: Shoreline Marina	Fertilization (Surface Application)	b. beds	4
145	BASE TASKS: Shoreline Marina	Fertilization (Surface Application)	c. trees	2
146	BASE TASKS: Shoreline Marina	Raking	a. shrub beds & hedge rows	26
147	BASE TASKS: Shoreline Marina	Raking	b. groundcover & planters	26
148	BASE TASKS: Shoreline Marina	Trash Containers & Refuse Disposal	a. inspected, emptied, cleaned, liners replaced, lids secured, and refuse disposed off-site	365
149	BASE TASKS: Shoreline Marina	Litter & Debris Removal	a. litter and debris removal	365
150	BASE TASKS: Shoreline Marina	Sweeping	a. Hardscapes, parking lots	52
151	BASE TASKS: Shoreline Marina	Sweeping	b. boardwalks (7,600 sq. ft.)	52
152	BASE TASKS: Shoreline Marina	Sweeping	c. fishing piers & bridges (not including Pine Avenue Pier)	52
153	BASE TASKS: Shoreline Marina	Washing & Steam Cleaning	a. hardscapes	52
154	BASE TASKS: Shoreline Marina	Washing & Steam Cleaning	b. boardwalks (7,600 sq. ft.)	52
155	BASE TASKS: Shoreline Marina	Washing & Steam Cleaning	c. fishing piers & bridges (not including Pine Avenue Pier)	52
156	BASE TASKS: Shoreline Marina	Edging	a. turf	39

157	BASE TASKS: Shoreline Marina	Edging	b. planters & walkways	26
158	BASE TASKS: Shoreline Marina	Detailing	a. turf	39
159	BASE TASKS: Shoreline Marina	Detailing	b. planters	26
160	BASE TASKS: Shoreline Marina	Shrub Pruning, Hedge Trimming & Planter Maintenance	a. shrub & hedge trimming	6
161	BASE TASKS: Shoreline Marina	Shrub Pruning, Hedge Trimming & Planter Maintenance	b. planter maintenance (includes banks, medians, etc.)	26
162	BASE TASKS: Shoreline Marina	Weed Removal-Inspect and remove by hand	a. planters	26
163	BASE TASKS: Shoreline Marina	Weed Removal-Inspect and remove by hand	b. shrub beds and hedge rows	26
164	BASE TASKS: Shoreline Marina	Weed Removal-Inspect and remove by hand	c. bare areas	26
165	BASE TASKS: Shoreline Marina	Weed Removal-Inspect and remove by hand	d. rip-rap (rock seawalls)	26
166	BASE TASKS: Shoreline Marina	Weed Removal - Chemical Treatments (as needed)	e. groundcover	12
167	BASE TASKS: Shoreline Marina	Weed Removal - Chemical Treatments (as needed)	f. planters	12
168	BASE TASKS: Shoreline Marina	Weed Removal - Chemical Treatments (as needed)	g. shrub beds and hedge rows	12
169	BASE TASKS: Shoreline Marina	Weed Removal - Chemical Treatments (as needed)	h. bare area	12
170	BASE TASKS: Shoreline Marina	Weed Removal - Chemical Treatments (as needed)	i. hardscape areas	12
171	BASE TASKS: Shoreline Marina	Weed Removal - Chemical Treatments (as needed)	j. decomposed granite areas	12
172	BASE TASKS: Shoreline Marina	Weed Removal - Chemical Treatments (as needed)	k. roadways & parking lots	12
173	BASE TASKS: Shoreline Marina	Irrigation System Management	a. adjust automatic irrigation system	12
174	BASE TASKS: Shoreline Marina	Irrigation System Management	b. controller cycling & system operational inspections.	12
175	BASE TASKS: Shoreline Marina	Irrigation System Management	approximate number of stations: 115.	
176	BASE TASKS: Shoreline Marina	Irrigation System Management	d. adjust arcs and clean nozzles of sprinkler heads with 3/4" or larger inlets	26
177	BASE TASKS: Shoreline Marina	Irrigation System Management	e. clear screens of quick coupling valves, check valves, and sprinkler inlets/screens	12
178	BASE TASKS: Shoreline Marina	Appurtenances	f. replace all PVC nipples and connectors (including plugs) from laterals to heads due to normal wear & damage (except third party)	12
179	BASE TASKS: Shoreline Marina	Appurtenances	a. benches and seating areas	365
180	BASE TASKS: Shoreline Marina	Drinking Fountains	b. other appurtenances	12
181	BASE TASKS: Shoreline Marina	Integrated Pest Management	a. clean & disinfect drinking fountains	365
182	BASE TASKS: Shoreline Marina	Integrated Pest Management	a. completion of inspection procedures & forms	12
183	BASE TASKS: Shoreline Marina	Integrated Pest Management	b. pest & rodent eradication	6
184	BASE TASKS: Shoreline Marina	Sand/Surfaced Play Areas	c. backfill, compact, rake & level excavated materials	26
			a. inspection, reporting & isolation procedures	52
			<b>Subtotal</b>	
185	BASE TASKS: Golden Shore	Clearance Tree Pruning, Tree Support, & Limb Removal	a. inspection of trees	12
186	BASE TASKS: Golden Shore	Clearance Tree Pruning, Tree Support, & Limb Removal	b. park areas and roadways (as needed or 4 times per year)	4
187	BASE TASKS: Golden Shore	Clearance Tree Pruning, Tree Support, & Limb Removal	c. signage clearance (as needed or minimum of 4 times per year)	4
188	BASE TASKS: Golden Shore	Clearance Tree Pruning, Tree Support, & Limb Removal	d. hanger removals	1

189	BASE TASKS: Golden Shore	Clearance Tree Pruning, Tree Support, & Limb Removal	e. broken limb removals	1
190	BASE TASKS: Golden Shore	Mowing (0.82 sq. ft.)	a. mowing	39
191	BASE TASKS: Golden Shore	Verticut Mowing	a. verticut mowing	2
192	BASE TASKS: Golden Shore	Fertilization (Surface Application)	a. turf	4
193	BASE TASKS: Golden Shore	Fertilization (Surface Application)	b. beds	4
194	BASE TASKS: Golden Shore	Raking	a. shrub beds & hedge rows	26
195	BASE TASKS: Golden Shore	Raking	b. groundcover & planters	26
196	BASE TASKS: Golden Shore	Trash Containers & Refuse Disposal	a. inspected, emptied, cleaned, liners replaced, lids secured, and refuse disposed off-site	365
197	BASE TASKS: Golden Shore	Litter & Debris Removal	a. litter and debris removal	365
198	BASE TASKS: Golden Shore	Sweeping	a. Hardscapes, parking lots	52
199	BASE TASKS: Golden Shore	Sweeping	d. stairways (promenade)	52
200	BASE TASKS: Golden Shore	Washing & Steam Cleaning	a. hardscapes	52
201	BASE TASKS: Golden Shore	Washing & Steam Cleaning	b. stairways	52
202	BASE TASKS: Golden Shore	Washing & Steam Cleaning	c. picnic table pads	52
203	BASE TASKS: Golden Shore	Edging	a. turf	39
204	BASE TASKS: Golden Shore	Edging	b. planters & walkways	26
205	BASE TASKS: Golden Shore	Detailed	a. turf	39
206	BASE TASKS: Golden Shore	Detailed	b. planters	26
207	BASE TASKS: Golden Shore	Shrub Pruning, Hedge Trimming & Planter Maintenance	a. Shrub & hedge trimming	6
208	BASE TASKS: Golden Shore	Shrub Pruning, Hedge Trimming & Planter Maintenance	b. planter maintenance (includes banks, medians, etc.)	26
209	BASE TASKS: Golden Shore	Weed Removal-Inspect and remove by hand	a. planters	26
210	BASE TASKS: Golden Shore	Weed Removal-Inspect and remove by hand	b. shrub beds and hedge rows	26
211	BASE TASKS: Golden Shore	Weed Removal-Inspect and remove by hand	c. bare areas	12
212	BASE TASKS: Golden Shore	Weed Removal-Inspect and remove by hand	d. rip-rap (rock seawalls)	12
213	BASE TASKS: Golden Shore	Weed Removal- Chemical Treatments (as needed)	e. planters	12
214	BASE TASKS: Golden Shore	Weed Removal - Chemical Treatments (as needed)	f. shrub beds and hedge rows	12
215	BASE TASKS: Golden Shore	Weed Removal - Chemical Treatments (as needed)	g. bare area	12
216	BASE TASKS: Golden Shore	Weed Removal - Chemical Treatments (as needed)	h. hardscape areas	12
217	BASE TASKS: Golden Shore	Weed Removal - Chemical Treatments (as needed)	i. roadways & parking lots	12
218	BASE TASKS: Golden Shore	Weed Removal - Chemical Treatments (as needed)	j. rip-rap (rock seawalls)	12
219	BASE TASKS: Golden Shore	Irrigation System Management	a. adjust automatic irrigation system	12
220	BASE TASKS: Golden Shore	Irrigation System Management	b. controller cycling & system operational inspections. approximate number of stations: 47.	12
221	BASE TASKS: Golden Shore	Irrigation System Management	c. operation by manual valves	12
222	BASE TASKS: Golden Shore	Irrigation System Management	e. adjust arcs and clean nozzles of sprinkler heads with 3/4" or larger inlets	12
223	BASE TASKS: Golden Shore	Irrigation System Management	d. clear screens of quick coupling valves, check valves, and sprinkler inlets/screens	12

224	BASE TASKS: Golden Shore	Irrigation System Management	f. replace all PVC nipples and connectors (including plugs) from laterals to heads due to normal wear & damage (except third party)	12
225	BASE TASKS: Golden Shore	Picnic Areas	a. clean and disinfect picnic tables	104
226	BASE TASKS: Golden Shore	Appurtenances	a. flag/banner poles & signage	26
227	BASE TASKS: Golden Shore	Appurtenances	b. other appurtenances	26
228	BASE TASKS: Golden Shore	Integrated Pest Management	a. completion of inspection procedures & forms	12
229	BASE TASKS: Golden Shore	Integrated Pest Management	b. pest & rodent eradication	6
230	BASE TASKS: Golden Shore	Integrated Pest Management	c. backfill, compact, rake & level excavated materials	12
			<b>Subtotal</b>	
231	BASE TASKS: Street Landscape	Clearance Tree Pruning, Tree Support, & Limb Removal	a. inspection of trees	12
232	BASE TASKS: Street Landscape	Clearance Tree Pruning, Tree Support, & Limb Removal	b. park areas and roadways (as needed or 4 times per year)	4
233	BASE TASKS: Street Landscape	Clearance Tree Pruning, Tree Support, & Limb Removal	c. signage clearance (as needed or minimum of 4 times per year)	4
234	BASE TASKS: Street Landscape	Clearance Tree Pruning, Tree Support, & Limb Removal	d. hanger removals	1
235	BASE TASKS: Street Landscape	Clearance Tree Pruning, Tree Support, & Limb Removal	e. broken limb removals	1
236	BASE TASKS: Street Landscape	Fertilization (Surface Application)	a. beds	4
237	BASE TASKS: Street Landscape	Fertilization (Surface Application)	b. trees	2
238	BASE TASKS: Street Landscape	Raking	a. Shrub beds & hedge rows	26
239	BASE TASKS: Street Landscape	Raking	b. groundcover & planters	26
240	BASE TASKS: Street Landscape	Litter & Debris Removal	a. litter and debris removal	385
241	BASE TASKS: Street Landscape	Sweeping	a. inaccessible plots & roadways	52
242	BASE TASKS: Street Landscape	Washing & Steam Cleaning	a. stairways	52
243	BASE TASKS: Street Landscape	Edging	b. planters & walkways	26
244	BASE TASKS: Street Landscape	Detailed	a. planters	26
245	BASE TASKS: Street Landscape	Shrub Pruning, Hedge Trimming & Planter Maintenance	a. Shrub & hedge trimming	12
246	BASE TASKS: Street Landscape	Shrub Pruning, Hedge Trimming & Planter Maintenance	b. planter maintenance (includes banks, medians, etc.)	26
247	BASE TASKS: Street Landscape	Weed Removal-Inspect and remove by hand	a. groundcover	26
248	BASE TASKS: Street Landscape	Weed Removal-Inspect and remove by hand	b. planters	26
249	BASE TASKS: Street Landscape	Weed Removal-Inspect and remove by hand	c. shrub beds and hedge rows	26
250	BASE TASKS: Street Landscape	Weed Removal-Inspect and remove by hand	d. bare areas	12
251	BASE TASKS: Street Landscape	Weed Removal-Inspect and remove by hand	e. roadways & parking lots	12
252	BASE TASKS: Street Landscape	Weed Removal - Chemical Treatments (as needed)	a. groundcover	12
253	BASE TASKS: Street Landscape	Weed Removal - Chemical Treatments (as needed)	h. planters	12
254	BASE TASKS: Street Landscape	Weed Removal - Chemical Treatments (as needed)	i. shrub beds and hedge rows	12
255	BASE TASKS: Street Landscape	Weed Removal - Chemical Treatments (as needed)	j. bare area	12
256	BASE TASKS: Street Landscape	Weed Removal - Chemical Treatments (as needed)	k. hardscape areas	12
257	BASE TASKS: Street Landscape	Weed Removal - Chemical Treatments (as needed)	m. roadways & parking lots	12

APPENDIX 5: COST PROPOSAL

258	BASE TASKS: Street Landscape	Irrigation System Management	a. adjust automatic irrigation system b. controller cycling & system operational inspections.	26
259	BASE TASKS: Street Landscape	Irrigation System Management	approximate number of stations: 100.	26
260	BASE TASKS: Street Landscape	Irrigation System Management	c. adjust arcs and clean nozzles of sprinkler heads with 3/4" or larger inlets	26
261	BASE TASKS: Street Landscape	Irrigation System Management	d. clear screens of quick coupling valves, check valves, and sprinkler inlets/screens	12
262	BASE TASKS: Street Landscape	Irrigation System Management	e. replace all PVC nipples and connectors (including plugs) from laterals to heads due to normal wear & damage (except third party)	12
263	BASE TASKS: Street Landscape	Appurtenances	a. light standards & bollard lights	26
264	BASE TASKS: Street Landscape	Appurtenances	b. flag/banner poles & signage	26
265	BASE TASKS: Street Landscape	Appurtenances	c. transformers and enclosures	26
266	BASE TASKS: Street Landscape	Appurtenances	d. other appurtenances	26
267	BASE TASKS: Street Landscape	Integrated Pest Management	a. completion of inspection procedures & forms	12
268	BASE TASKS: Street Landscape	Integrated Pest Management	b. pest & rodent eradication	6
269	BASE TASKS: Street Landscape	Integrated Pest Management	c. backfill, compact, rake & level excavated materials	26
			<b>Subtotal</b>	
270	BASE TASKS: South Shore Launch Ramp	Clearance Tree Pruning, Tree Support, & Limb Removal	a. inspection of trees	12
271	BASE TASKS: South Shore Launch Ramp	Clearance Tree Pruning, Tree Support, & Limb Removal	b. park areas and roadways (as needed or 4 times per year)	12
272	BASE TASKS: South Shore Launch Ramp	Clearance Tree Pruning, Tree Support, & Limb Removal	c. signage clearance (as needed or minimum of 4 times per year)	2
273	BASE TASKS: South Shore Launch Ramp	Clearance Tree Pruning, Tree Support, & Limb Removal	d. hanger removals	1
274	BASE TASKS: South Shore Launch Ramp	Clearance Tree Pruning, Tree Support, & Limb Removal	e. broken limb removals	1
275	BASE TASKS: South Shore Launch Ramp	Mowing (0.61 sq. ft.)	a. mowing	39
276	BASE TASKS: South Shore Launch Ramp	Verticut Mowing	a. verticut mowing	2
277	BASE TASKS: South Shore Launch Ramp	Aerification	a. deep core & top dress	1
278	BASE TASKS: South Shore Launch Ramp	Aerification	b. spike/shatter/slice	1
279	BASE TASKS: South Shore Launch Ramp	Fertilization (Surface Application)	a. turf	4
280	BASE TASKS: South Shore Launch Ramp	Fertilization (Surface Application)	b. beds	4
281	BASE TASKS: South Shore Launch Ramp	Raking	a. Shrub beds & hedge rows	26
282	BASE TASKS: South Shore Launch Ramp	Raking	b. groundcover & planters	26

APPENDIX 5: COST PROPOSAL

283	BASE TASKS: South Shore Launch Ramp	Raking	c. decomposed granite areas & bare areas	12
284	BASE TASKS: South Shore Launch Ramp	Trash Containers & Refuse Disposal	a. inspected, emptied, cleaned, liners replaced, lids secured, and refuse disposed off-site	730
285	BASE TASKS: South Shore Launch Ramp	Litter & Debris Removal	a. litter and debris removal	365
286	BASE TASKS: South Shore Launch Ramp	Sweeping	a. Hardscapes, parking lots	52
287	BASE TASKS: South Shore Launch Ramp	Washing & Steam Cleaning	a. hardscapes	52
288	BASE TASKS: South Shore Launch Ramp	Washing & Steam Cleaning	e. picnic table pads	52
289	BASE TASKS: South Shore Launch Ramp	Edging	a. turf	39
290	BASE TASKS: South Shore Launch Ramp	Detailing	a. turf	39
291	BASE TASKS: South Shore Launch Ramp	Detailing	b. planters	12
292	BASE TASKS: South Shore Launch Ramp	Shrub Pruning, Hedge Trimming & Planter Maintenance	a. shrub & hedge trimming	12
293	BASE TASKS: South Shore Launch Ramp	Shrub Pruning, Hedge Trimming & Planter Maintenance	b. planter maintenance (includes banks, medians, etc.)	12
294	BASE TASKS: South Shore Launch Ramp	Weed Removal-Inspect and remove by hand	a. groundcover	26
295	BASE TASKS: South Shore Launch Ramp	Weed Removal-Inspect and remove by hand	b. planters	26
296	BASE TASKS: South Shore Launch Ramp	Weed Removal-Inspect and remove by hand	c. shrub beds and hedge rows	26
297	BASE TASKS: South Shore Launch Ramp	Weed Removal-Inspect and remove by hand	d. rip-rap (rock seawalls)	12
298	BASE TASKS: South Shore Launch Ramp	Weed Removal - Chemical Treatments (as needed)	e. groundcover	12
299	BASE TASKS: South Shore Launch Ramp	Weed Removal - Chemical Treatments (as needed)	f. planters	12
300	BASE TASKS: South Shore Launch Ramp	Weed Removal - Chemical Treatments (as needed)	g. shrub beds and hedge rows	12
301	BASE TASKS: South Shore Launch Ramp	Weed Removal - Chemical Treatments (as needed)	h. hardscape areas	12
302	BASE TASKS: South Shore Launch Ramp	Weed Removal - Chemical Treatments (as needed)	i. roadways & parking lots	12
303	BASE TASKS: South Shore Launch Ramp	Weed Removal - Chemical Treatments (as needed)	j. rip rap (rock seawalls)	12
304	BASE TASKS: South Shore Launch Ramp	Irrigation System Management	a. adjust automatic irrigation system	12

305	BASE TASKS: South Shore Launch Ramp	Irrigation System Management	b. controller cycling & system operational inspections. approximate number of stations: 36.	12	
306	BASE TASKS: South Shore Launch Ramp	Irrigation System Management	c. hand watering shrubs	12	
307	BASE TASKS: South Shore Launch Ramp	Irrigation System Management	d. adjust arcs and clean nozzles of sprinkler heads with 3/4" or larger inlets	12	
308	BASE TASKS: South Shore Launch Ramp	Irrigation System Management	e. clear screens of quick coupling valves, check valves, and sprinkler inlets/screens	12	
309	BASE TASKS: South Shore Launch Ramp	Irrigation System Management	f. replace all PVC nipples and connectors (including plugs) from laterals to heads due to normal wear & damage (except third party)	12	
310	BASE TASKS: South Shore Launch Ramp	Picnic Areas	a. clean and disinfect picnic tables	182	
311	BASE TASKS: South Shore Launch Ramp	Drinking Fountains	a. clean & disinfect drinking fountains	365	
312	BASE TASKS: South Shore Launch Ramp	Integrated Pest Management	a. completion of inspection procedures & forms	12	
313	BASE TASKS: South Shore Launch Ramp	Integrated Pest Management	b. pest & rodent eradication	6	
314	BASE TASKS: South Shore Launch Ramp	Integrated Pest Management	c. backfill, compact, rake & level excavated materials	26	
			<b>Subtotal</b>		
315	BASE TASKS: Pike Park	Clearance Tree Pruning, Tree Support, & Limb Removal	a. inspection of trees	12	
316	BASE TASKS: Pike Park	Clearance Tree Pruning, Tree Support, & Limb Removal	b. park areas and roadways (as needed or 4 times per year)	4	
317	BASE TASKS: Pike Park	Clearance Tree Pruning, Tree Support, & Limb Removal	c. signage clearance (as needed or 4 times per year)	4	
318	BASE TASKS: Pike Park	Clearance Tree Pruning, Tree Support, & Limb Removal	d. tree supports (as needed or 4 times a year)	4	
319	BASE TASKS: Pike Park	Clearance Tree Pruning, Tree Support, & Limb Removal	e. hanger removals	1	
320	BASE TASKS: Pike Park	Clearance Tree Pruning, Tree Support, & Limb Removal	f. broken limb removals	1	
321	BASE TASKS: Pike Park	Fertilization (Surface Application)	a. beds	4	
322	BASE TASKS: Pike Park	Fertilization (Surface Application)	b. trees	2	
323	BASE TASKS: Pike Park	Raking	a. shrub beds, groundcover & planters	52	
324	BASE TASKS: Pike Park	Raking	b. dog park bark	365	
325	BASE TASKS: Pike Park	Trash Containers & Refuse Disposal	a. inspected, emptied, cleaned, liners replaced, lids secured, and refuse disposed of off site	730	
326	BASE TASKS: Pike Park	Litter & Debris Removal	a. litter and debris removal	730	
327	BASE TASKS: Pike Park	Sweeping	a. hardscapes and playground area	365	
328	BASE TASKS: Pike Park	Washing & Steam Cleaning	a. hardscapes, playground area and disinfect dog park	156	
329	BASE TASKS: Pike Park	Edging	a. planters and walkways	12	

330	BASE TASKS: Pike Park	Detailing	a. planters	52	
331	BASE TASKS: Pike Park	Shrub Pruning, Hedge Trimming & Planter Maintenance	a. shrub and hedge trimming	12	
332	BASE TASKS: Pike Park	Shrub Pruning, Hedge Trimming & Planter Maintenance	a. planter maintenance	26	
333	BASE TASKS: Pike Park	Weed Removal - inspect and remove by hand	a. ground cover, planters, shrub beds	52	
334	BASE TASKS: Pike Park	Weed Removal - inspect and remove by hand	b. bare areas, playground, dog park	52	
335	BASE TASKS: Pike Park	Weed Removal - Chemical Treatments (as needed)	a. ground cover, planters, shrub beds	26	
336	BASE TASKS: Pike Park	Weed Removal - Chemical Treatments (as needed)	b. bare areas, playground, dog park	26	
337	BASE TASKS: Pike Park	Irrigation System Management	a. adjust automatic irrigation system	26	
338	BASE TASKS: Pike Park	Irrigation System Management	b. controller cycling & system operational inspections	26	
339	BASE TASKS: Pike Park	Irrigation System Management	c. clean drip-line valve filters	4	
340	BASE TASKS: Pike Park	Irrigation System Management	d. clear screen of quick coupling valves, check valves, and sprinkler inlets/screens	12	
341	BASE TASKS: Pike Park	Appurtenances	a. handrails, benches, and seating areas	365	
342	BASE TASKS: Pike Park	Appurtenances	b. light standards, bollard lights, flag/banner poles and signage	156	
343	BASE TASKS: Pike Park	Appurtenances	c. transformers, enclosures, and other appurtenances	156	
344	BASE TASKS: Pike Park	Drinking Fountains	a. clean and disinfect drinking fountains	365	
345	BASE TASKS: Pike Park	Integrated Pest Management	a. completion of inspection procedures and forms	12	
346	BASE TASKS: Pike Park	Integrated Pest Management	b. pest and rodent eradication	6	
347	BASE TASKS: Pike Park	Integrated Pest Management	c. backfill, compact, rake and level excavated materials	26	
348	BASE TASKS: Pike Park	Disinfect Dog Park	a. remove abandoned feces, hose down bark	365	
349	BASE TASKS: Pike Park	Spot Cleaning	a. litter removal, washing, all areas, appurtenances, disinfect dog park	365	
					Subtotal
350	BASE TASKS: Pier J Pedestrian Path	Fertilization (Surface Application)	a. beds	4	
351	BASE TASKS: Pier J Pedestrian Path	Raking	a. shrub beds, groundcover & planters	26	
352	BASE TASKS: Pier J Pedestrian Path	Litter & Debris Removal	a. litter and debris removal	365	
353	BASE TASKS: Pier J Pedestrian Path	Trash Containers & Refuse Disposal	a. inspected, emptied, cleaned, liners replaced, lids secured, and refuse disposed of off site	365	
354	BASE TASKS: Pier J Pedestrian Path	Sweeping	a. landscapes/walkways	52	
355	BASE TASKS: Pier J Pedestrian Path	Washing & Steam Cleaning	a. landscapes/walkways	12	
356	BASE TASKS: Pier J Pedestrian Path	Edging	a. planters/walkways	12	
357	BASE TASKS: Pier J Pedestrian Path	Detailing	a. planters	26	
358	BASE TASKS: Pier J Pedestrian Path	Weed Removal - inspect and remove by hand	a. planters/groundcover	26	
359	BASE TASKS: Pier J Pedestrian Path	Weed Removal - inspect and remove by hand	b. landscapes/walkways	26	
360	BASE TASKS: Pier J Pedestrian Path	Weed Removal - Chemical Treatments (as needed)	a. planters/groundcover	26	
361	BASE TASKS: Pier J Pedestrian Path	Weed Removal - Chemical Treatments (as needed)	b. landscapes/walkways	26	
362	BASE TASKS: Pier J Pedestrian Path	Irrigation System Management	a. adjust automatic irrigation system	26	
363	BASE TASKS: Pier J Pedestrian Path	Irrigation System Management	b. controller cycling & system operational inspections	26	
364	BASE TASKS: Pier J Pedestrian Path	Irrigation System Management	c. clean drip line filters	4	

365	BASE TASKS: Pier J Pedestrian Path	Irrigation System Management	d. clear screen of quick coupling valves, check valves, and sprinkler inlets/screens	12	
366	BASE TASKS: Pier J Pedestrian Path	Appurtenances	a. light standards, bollard lights, flag/banner poles and signage	52	
367	BASE TASKS: Pier J Pedestrian Path	Appurtenances	b. transformers, enclosures and other appurtenances	52	
368	BASE TASKS: Pier J Pedestrian Path	Integrated Pest Management	a. completion of inspection procedures and forms	12	
369	BASE TASKS: Pier J Pedestrian Path	Integrated Pest Management	b. pest and rodent eradication	6	
370	BASE TASKS: Pier J Pedestrian Path	Integrated Pest Management	c. backfill, compact, rake and level excavated materials	26	
371	BASE TASKS: Pier J Pedestrian Path	Spot Cleaning	a. litter removal, washing, all areas, appurtenances	365	<b>Subtotal</b>
372	BASE TASKS: Alamitos Concessions & Playground	Clearance Tree Pruning, Tree Support, & Limb Removal	a. inspection of trees	12	
373	BASE TASKS: Alamitos Concessions & Playground	Clearance Tree Pruning, Tree Support, & Limb Removal	b. park areas and roadways	4	
374	BASE TASKS: Alamitos Concessions & Playground	Clearance Tree Pruning, Tree Support, & Limb Removal	c. signage clearance (as needed or 4 times per year)	4	
375	BASE TASKS: Alamitos Concessions & Playground	Clearance Tree Pruning, Tree Support, & Limb Removal	d. tree supports (as needed or 4 times a year)	4	
376	BASE TASKS: Alamitos Concessions & Playground	Clearance Tree Pruning, Tree Support, & Limb Removal	e. hanger removals	1	
377	BASE TASKS: Alamitos Concessions & Playground	Clearance Tree Pruning, Tree Support, & Limb Removal	f. broken limb removals	1	
378	BASE TASKS: Alamitos Concessions & Playground	Fertilization (Surface Application)	a. beds	4	
379	BASE TASKS: Alamitos Concessions & Playground	Fertilization (Surface Application)	b. trees	4	
380	BASE TASKS: Alamitos Concessions & Playground	Raking	a. playground sand	156	
381	BASE TASKS: Alamitos Concessions & Playground	Trash Containers & Refuse Disposal	a. inspected, emptied, cleaned, liners replaced, lids secured, and refuse disposed of off site	1,095	
382	BASE TASKS: Alamitos Concessions & Playground	Litter & Debris Removal	a. litter and debris removal	1,095	
383	BASE TASKS: Alamitos Concessions & Playground	Sweeping	a. parking lots	52	
384	BASE TASKS: Alamitos Concessions & Playground	Sweeping	b. hardscapes, showers, facilities, play area	365	
385	BASE TASKS: Alamitos Concessions & Playground	Washing & Steam Cleaning	a. hardscapes, showers, facilities, play area	156	
386	BASE TASKS: Alamitos Concessions & Playground	Washing & Steam Cleaning	b. picnic tables, benches	156	
387	BASE TASKS: Alamitos Concessions & Playground	Detailing	a. planters	52	

388	BASE TASKS: Alamitos Concessions & Play ground	Shrub Pruning, Hedge Trimming & Planter Maintenance	a. planter maintenance	12
389	BASE TASKS: Alamitos Concessions & Play ground	Weed Removal - inspect and remove by hand	a. planters	52
390	BASE TASKS: Alamitos Concessions & Play ground	Weed Removal - inspect and remove by hand	a. bare areas, hardscapes, showers, facilities, play area	52
391	BASE TASKS: Alamitos Concessions & Play ground	Weed Removal - (as needed)	a. planters	12
392	BASE TASKS: Alamitos Concessions & Play ground	Weed Removal - Chemical Treatments (as needed)	b. bare areas, hardscapes, showers, facilities, play area	12
393	BASE TASKS: Alamitos Concessions & Play ground	Irrigation System Management	a. adjust automatic irrigation system	26
394	BASE TASKS: Alamitos Concessions & Play ground	Irrigation System Management	b. controller cycling & system operational inspections	26
395	BASE TASKS: Alamitos Concessions & Play ground	Irrigation System Management	c. clean drip line filters	4
396	BASE TASKS: Alamitos Concessions & Play ground	Irrigation System Management	d. clear screen of quick coupling valves, check valves, and sprinkler inlets/screens	12
397	BASE TASKS: Alamitos Concessions & Play ground	Appurtenances	a. handrails, benches, and seating areas	365
398	BASE TASKS: Alamitos Concessions & Play ground	Appurtenances	b. light standards, bollard lights, flag/banner poles and signage	156
399	BASE TASKS: Alamitos Concessions & Play ground	Appurtenances	c. transformers, enclosures, and other appurtenances	156
400	BASE TASKS: Alamitos Concessions & Play ground	Drinking Fountains	a. clean and disinfect drinking fountains	365
401	BASE TASKS: Alamitos Concessions & Play ground	Spot Cleaning	a. litter removal, washing, facilities, appurtenances, benches and seating areas	365
			<b>Subtotal</b>	
402	BID ALTERNATE: SPECIALTY FUNCTIONS	Inhibiting Growth of Vegetation: Treatment to Set Fruit	a. Growth retardant treatment of turf. Per acre.	1
403	BID ALTERNATE: SPECIALTY FUNCTIONS	Inhibiting Growth of Vegetation: Treatment to Set Fruit	b. Growth retardant treatment of hedges. Per 100ft.	1
404	BID ALTERNATE: SPECIALTY FUNCTIONS	Inhibiting Growth of Vegetation: Treatment to Set Fruit	c. Growth retardant treatment. Per shrub.	1
405	BID ALTERNATE: SPECIALTY FUNCTIONS	Inhibiting Growth of Vegetation: Treatment to Set Fruit	d. Fruit set control program of trees. Per tree.	1
406	BID ALTERNATE: SPECIALTY FUNCTIONS	Inoculation, Remineralizations, Adjuvant Applications	a. Adjuvant application, soil bacteria inoculation or remineralization. Per 1,000 sq. ft.	1
407	BID ALTERNATE: SPECIALTY FUNCTIONS	Installation of Plant Materials/Plantings	a. For purposes of the bid, please assume that 1,000 sq. ft. is to be planted with groundcover plants, two feed on center. Per 1,000 sq. ft.	1
408	BID ALTERNATE: SPECIALTY FUNCTIONS	Turf Renovation	a. Turf renovation. Per acre.	1

409	BID ALTERNATE: SPECIALTY FUNCTIONS	Turf Overseeding/Sodding/Restoration of Bare Areas	a. Turf Overseeding/Sodding/Restoration of Bare Areas. Per 1,000 sq. ft.	1
410	BID ALTERNATE: SPECIALTY FUNCTIONS	Repair/Replacement of Quick Couplers	a. Repair. Cost per unit.	1
411	BID ALTERNATE: SPECIALTY FUNCTIONS	Repair/Replacement of Quick Couplers	b. Replace with new unit. Cost per unit.	1
412	BID ALTERNATE: SPECIALTY FUNCTIONS	Repair/Replacement of Quick Couplers	c. Replace with City Unit. Cost per unit.	1
413	BID ALTERNATE: SPECIALTY FUNCTIONS	Decomposed Granite	a. Decomposed Granite. Per sq. ft.	1
414	BID ALTERNATE: SPECIALTY FUNCTIONS	Additional Miscellaneous Work	a. General Labor (unskilled). Cost per hour.	1
415	BID ALTERNATE: SPECIALTY FUNCTIONS	Additional Miscellaneous Work	b. General Labor (skilled). Cost per hour.	1
416	BID ALTERNATE: SPECIALTY FUNCTIONS	Additional Miscellaneous Work	c. General Labor (after business hours or emergency work). Cost per hour.	1
417	BID ALTERNATE: SPECIALTY FUNCTIONS	Additional Miscellaneous Work	d. Minimum Service: eight (80) hours per week. Cost for 80 hours/wk.	1
418	BID ALTERNATE: SPECIALTY FUNCTIONS	Additional Miscellaneous Work	e. Medium Service: one-hundred (100) hours per week. Cost for 100 hours/wk.	1
419	BID ALTERNATE: SPECIALTY FUNCTIONS	Additional Miscellaneous Work	f. Maximum Service: one-hundred and twenty hours per week. Cost for 120 hours/wk.	1
420	BID ALTERNATE: SPECIALTY FUNCTIONS	Additional Miscellaneous Work	g. Irrigation Repair Specialist. Cost per hour.	1
421	BID ALTERNATE: SPECIALTY FUNCTIONS	Additional Miscellaneous Work	h. Certified Pesticide Applicator. Cost per hour.	1
422	BID ALTERNATE: SPECIALTY FUNCTIONS	Overhead Cost for Materials	a. Functions (enter percentage e.g. 10% is entered as 0.10). Total.	1
423			Subtotal	
			Total	

# EXHIBIT “C”



**Parkwood**

16443 Hart Street  
Van Nuys, California 91406

Telephone: 818 988 9677  
Fax: 818 988 4934

**City of Long Beach**

**RFP No. PR 19-122**

**Queens Way Bay Landscaping**  
**Services**

**Professionally Prepared by:**

**David L. Melito**

**December 17, 2019**



## Parkwood

16443 Hart Street  
Van Nuys, California 91406

Telephone: 818 988 9677  
Fax: 818 988 4934

December 17, 2019

City of Long Beach  
Purchasing Division  
411 West Ocean Blvd.  
6<sup>th</sup> Floor  
Long Beach, CA 90802

RE: City of Long Beach  
RFP No. PR 19-122  
Queens Way Bay Landscaping Services

To Whom it may concern:

Parkwood Landscape Maintenance, Inc. was established in 1967 to provide professional landscape maintenance services for county, public works and commercial projects. We currently employ over two-hundred and fifty (250) full-time employees in our landscape maintenance division, which enables us to provide the necessary landscape maintenance and related services not just to the City of Long Beach but to other agencies as well.

Our company intends to perform this contract work as a single proposer for the City of Long Beach and will bear sole and complete responsibility for all work defined in the Scope of Work. All work will be performed in strict accordance with the specification of the RFP.

We have thoroughly reviewed all the site conditions. Our price reflects all necessary labor, equipment, and material to perform this work. We certify that the prices quoted herein have been arrived at independently without consultation, communication or agreement with other proposer or competitor for the purposes of restricting competition.

Our proposal is valid for 90 days from the date of submission.

Thank you for the opportunity and confidence in our company to provide our proposal for the City of Long Beach.

Respectfully Submitted,  
PARKWOOD LANDSCAPE MAINTENANCE, INC.

*David L. Melito*

David L. Melito  
President  
DLM:va

## Project Team Description

Parkwood Landscape Maintenance, Inc. was established to provide complete landscape maintenance services for public works, commercial and industrial properties. Our company has been providing professional landscape services in the Los Angeles area since 1967. Our dedicated landscape professionals and well trained field personnel provide high quality landscape maintenance services. The following list provides the qualifications of our current management team:

- **David L. Melito, President:**  
-USC – BA Business Degree 1988  
-Certified Landscape Technician  
    \*Maintenance  
-30 years experience in all phases of landscape maintenance, tree management, and pest control.  
-Qualified Applicator License  
    \*Category B
- **Lorenzo Gomez, Account Manager**  
-Extensive landscape field experience  
-Employed with our company for over twenty - nine (29) years  
-***Landscape Industry Certified Technician by the California Landscape Contractors Association***
- **Laura Zierhut, Controller:**  
-Over 34 years accounting experience.  
-Employed over twenty - two (22) years with our company
- **Veronica Avila, Customer Service Manager**  
-Employed over ten (10) years with our company

**David L. Melito**

4931 Summit View Dr., Westlake Village CA – 818-253-5689

– [dmelito@parkwoodlandscape.com](mailto:dmelito@parkwoodlandscape.com)

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**Experience**

President /CEO

Parkwood Landscape Maintenance, Inc.

1988 - Present

**Education**

**Bachelor of Science Degree in Business Finance**

University of Southern California, Los Angeles, CA

1988

**Experience**

Extensive experience in operating and managing a commercial landscape business with over thirty (30) years experience in the industry.

Increased sales and managed company growth from revenues of \$500,000 in 1988 to over \$17,000,000 projected income in 2016.

- Certified Landscape Technician in Maintenance

- Category B – Qualified Applicator License

# Lorenzo Gomez

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<u>Position</u>	Account Manager
<u>Qualifications</u>	Over 27 years of field experience in the landscape industry. Began his career as a landscape maintenance laborer and moved up through his diligence and dedication to his position. Job duties include monitoring job sites, communication with Foreman and office staff to insure all sites are being managed and maintained of the upmost quality. Interacts with clients to insure their needs are being with the highest standards
<u>Education</u>	Ongoing training including California Landscape Contractor industry sponsored training conferences. Trains teams from his specific sites on safety issues and landscape maintenance. Received Rail Safety Certification from METRO. Landscape Industry Certified Technician by the California Landscape Contractors Association
<u>Experience</u>	Parkwood Landscape Maintenance 1987 – 1990 Landscape Maintenance Laborer
	Parkwood Landscape Maintenance 1990 – 2005 Senior Foreman
	Parkwood Landscape Maintenance 2005 – Present Account Manager

# landscape industry certified

Lorenzo Gomez

*Has met all of the requirements necessary to achieve the status of*

## LANDSCAPE INDUSTRY CERTIFIED TECHNICIAN

Irrigation

In partnership with:  
California Landscape Contractors Association



EARNED: 10/6/2017

A handwritten signature in black ink that reads "Lorenzo Gomez".

Landscape Industry Certified Manager & Technician  
Chairman, International Certification Council

Q U A L I F I E D • C O N F I D E N T • R E C O G N I Z E D

## Company Experience

Parkwood Landscape Maintenance, Inc. was established to provide complete landscape maintenance services for public works, commercial and industrial properties. Our company has been providing professional landscape services in the Los Angeles area since 1967. Our dedicated professionals and well-trained laborers provide quality services in landscape maintenance and irrigation repairs.

Our firm proposes to provide the City of Long Beach with the appropriate amount of landscape maintenance man hours, state of the art equipment and supplies which will enable our company to provide the utmost professional landscape care of the grounds at your locations.

Competent personnel and maintaining communication with our clients are a few factors which have contributed to Parkwood Landscape Maintenance, Inc. success. The majority of our personnel have been with our company from eight (8) to thirty-six (36) years. Parkwood Landscape Maintenance, Inc. has both a licensed Pest Control Advisor and Pest Control Applicator on staff.

## Quality Assurance Program

The quality control plan which will be implemented by our company will include an annual maintenance work program schedule. Our Account Manager will be assigned to inspect the properties a minimum of one (1) time per week. A job-walk will be scheduled one (1) time each month to develop a punch list for our crews. David Melito, President will also attend the monthly job-walks as needed.

A written landscape punch list report will document all monitoring results. A copy of this punch list report will be mailed to the contract monitor and will also be given to our Account Manager and Foreman so our crews can address and implement the punch list items into their daily work routine. The Account Manager and Foreman will inspect these punch list items to ensure the work was completed and done properly.

Veronica Avila, Customer Service Manager, receives and manages our service calls from our clients. A work order is written and distributed to our Account Manager and Foreman.

Please see the attached sample forms that are used in our frequent monitoring.

- Irrigation Log – will be provided to our Irrigation Technicians to mark each controller and site location inspected. They will report their inspection finding, such as valves not working, sprinkler replacements, etc. These irrigation inspection reports will be provided to City of West Covina Contract Monitors. (See Attached)
- Field Deficiency Report – will be filled out by the Foreman and Supervisor to be given to the Account Manager for all deficiencies in the landscape. (See Attached)
- Daily Inspection Reports – will be furnished to our crew Foreman to mark all items that are completed on scheduled days (See Attached)
- Task Schedule – will be furnished to our Account Manager outlining the Statement of Work in our contract. (See Attached)
- Authorization for Work – will be furnished to our Account Manager to obtain approval from the City of West Covina contract monitor for contract extras which require approval prior to work being preformed. (See Attached)



## Parkwood Landscape Maintenance

Irrigation Tracking Report

# Monthly Landscape Inspection Report

Location:		Month:		Date:
		Acceptable		Not Acceptable
<input type="checkbox"/> Weeds	<input type="checkbox"/> Trash/Debris	<input type="checkbox"/> Rodents	<input type="checkbox"/> Insects/Diseases	<input type="checkbox"/> Shrubs/Vines
<input type="checkbox"/> Trees	<input type="checkbox"/> Irrigation	<input type="checkbox"/> Groundcover	<input type="checkbox"/> Turf	<input type="checkbox"/> Fertilizer
<input type="checkbox"/> Enclosures	<input type="checkbox"/> Annual Color	<input type="checkbox"/> Trash Cans	<input type="checkbox"/> Lighting	<input type="checkbox"/> Detention Basins
<input type="checkbox"/> "V" Ditches	<input type="checkbox"/> Stamped Concrete/Parking Lots	<input type="checkbox"/> Drinking & Ornamental Fountains	<input type="checkbox"/> Security	<input type="checkbox"/> Pet Stations
<input type="checkbox"/> Vision/Trip/Slips Hazards	<input type="checkbox"/> Silt Run-off	<input type="checkbox"/> Private Trimmings	<input type="checkbox"/> Tree Staking	<input type="checkbox"/> C/G Weeds & Debris
Notes:				

Location:		Month:		Date:
		Acceptable		Not Acceptable
<input type="checkbox"/> Weeds	<input type="checkbox"/> Trash/Debris	<input type="checkbox"/> Rodents	<input type="checkbox"/> Insects/Diseases	<input type="checkbox"/> Shrubs/Vines
<input type="checkbox"/> Trees	<input type="checkbox"/> Irrigation	<input type="checkbox"/> Groundcover	<input type="checkbox"/> Turf	<input type="checkbox"/> Fertilizer
<input type="checkbox"/> Enclosures	<input type="checkbox"/> Annual Color	<input type="checkbox"/> Trash Cans	<input type="checkbox"/> Lighting	<input type="checkbox"/> Detention Basins
<input type="checkbox"/> "V" Ditches	<input type="checkbox"/> Stamped Concrete/Parking Lots	<input type="checkbox"/> Drinking & Ornamental Fountains	<input type="checkbox"/> Security	<input type="checkbox"/> Pet Stations
<input type="checkbox"/> Vision/Trip/Slips Hazards	<input type="checkbox"/> Silt Run-off	<input type="checkbox"/> Private Trimmings	<input type="checkbox"/> Tree Staking	<input type="checkbox"/> C/G Weeds & Debris
Notes:				



Parkwood

**FIELD DEFICIENCY REPORT**

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

Reported to: \_\_\_\_\_

Job: \_\_\_\_\_

Location: \_\_\_\_\_

Deficiency to Report: \_\_\_\_\_

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Reported by: \_\_\_\_\_

TASK SCHEDULE									
ALTADENA PARKS -ALTADENA TRIANGLE									
TASK FREQUENCY LIST - JANUARY									
FREQUENCY	TASK	DESCRIPTION					S	M	T
1X / 2 Weeks	Mowing (Dec. - March)	Mowing operation shall be preformed in a workmanlike manner without scalping or allowing excessive cuttings to remain. Turf shall be mowed with a reel - type mower and configured so that the outer edges of the blade shall extend 1 8" to 2 4" beyond the outer edge of the wheel. Mowing height shall be no less than 3/4" and may be set as high as 4" with normalcy based upon turf species and site conditions. Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.					X		X
Weekly	Weed Removal	All grass like type weeds, morning glory or vine weed types, ragweed or other underground spreading weeds shall be kept under strict control. Remove or control weeds from abeds, planters, walkways, <del>and diamonds</del> , <del>and</del> hard court areas, picnic pavilions, drainage areas, patios, expansion joints. Weeds treated using a weed chemical shall be left in place for 7 days. If not killed, additional application shall be made. After complete kill, remove all dead weeds from areas. Spot treat with an herbicide. In areas where it is impractical to use chemicals. No water shall be applied treated areas (48) hours after each application					X		
Monthly (Week 4)	Weed Removal	Bare Areas					X		
Monthly (Week 4)	Weed Removal	Undeveloped Areas					X		
Daily	Litter Control	Developed - Turf beds, planters, walkways, hard courts areas, play areas, arenas, picnic Pavilions, stadium areas, sand areas, patios, drainage areas, areas on slopes from toe or top of slope to (10) feet up or down the slope adjacent to developed areas, roadways, parking lots, service yards, and lakes and streams. Must be completed by 10:00 a.m					X		
Daily	Empty Exterior trash cans	Remove all necessary trash bins and off - site removal of all trash and accumulated debris to an approved disposal site.					X	X	X

FREQUENCY	TASK	DESCRIPTION	S M T W T F S					
			S	M	T	W	T	F
Weekly	Trash Bin Removal	Remove trash bin contents from Site						
Monthly (Week 3 )	Raking	Remove accumulated leaves from beds, planters and turf areas under trees and all other landscape areas.					X	
Monthly (Week 3 )	Raking	Turf under trees			X			
Weekly	Raking	Planter beds and Planters				X		
Monthly(Week 1 )	Pruning and Hedge trimming	Tree Clearance				X		
Monthly(Week 1 )	Pruning and Hedge trimming	Shrub Pruning				X		
Monthly(Week 1 )	Pruning and Hedge trimming	Ground cover			X			
Daily	Graffiti - Exterior	All exterior wall surfaces, park, signs and park fountains, wooden bridges and playground structures, picnic pavilions, patios, tables and slabs, restroom and comfort stations- all exterior wall windows and door surfaces, County Service Yard & buildings, concrete and block walls, concrete walks throughout the park, curbs in parking lots and on streets and drives, trash barrels, doors, other surfaces within park.		X		X		
Weekly	Rodent Control	All areas shall be maintained free of rodents including but not limited to gophers and ground squirrels causing damage to turf, shrubs, groundcover, trees and irrigation system		X				
Monthly (Week 2 )	Chemical Application	Beds and planters, Walkways, Hard Surfaces, Picnic Areas, Undeveloped Areas, Drainage Areas, Play areas, Patios, Walkway, Curb and Gutter Expansion joints, Roadways, Stream Beds - apply systemic herbicides			X			
Daily	Irrigation//Watering	Valve Box Integrity - replace cover and check for safety & security		X		X	X	
Weekly	Irrigation//Watering	Inspect, Operate, Control and make adjustments				X		
Weekly	Irrigation//Watering	Repair, replace, relocate sprinkler heads				X		



## Parkwood

Lic. No. 685864

16443 Hart Street

Van Nuys, Ca 91408

Ph: 818/988-9677

No. 40276

No. 40276

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

Job

Job Name:

Job Number: \_\_\_\_\_

**Description of Work:** \_\_\_\_\_

Location of Work: \_\_\_\_\_

Terms Offered: \_\_\_\_\_

**Bill To:**

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

Address: \_\_\_\_\_

Ph: \_\_\_\_\_

Note: This estimate is good for 60 days from the date shown above.

**Instructions to Contractor or Owner:** This proposal properly signed by your agent has been accepted as authorization to perform the work and you accept the above prices, specifications, and conditions as stated. All work shall be performed in a professional manner according to industry standards. Any alteration or deviation from the above specifications involving extra costs will be done only upon a written change order. The costs will become an extra charge over and above this estimate.

**Parkwood Representative** \_\_\_\_\_ **Date** \_\_\_\_\_ **Owner or Agent's Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

## Fleet Management

**Fleet Management Software (GPS Trackit)** – Our company fleet of vehicles are equipped with a GPS tracker. The GPS tracker allows our company to see real time location of each vehicle. Our Account Manager will also receive email alerts when our vehicles travel outside a designated Geo-Fence, when a vehicle is moving, if a vehicle has stopped, rapid speeds, idling and the routes driven by each Foreman during their working hours.

The GPS tracking software provides real-time data that can be used to improve driver accountability and minimizing the risk compromised by an unsafe driver. GPS Trackit monitors and improves driver performance, yielding a better experience for our clients and allow better route planning.

## Trucks and Equipment

Our company's fleet of vehicles and equipment include over 140 trucks, 60 trailers, 10 tractors, and a fleet of mowing and power equipment



## Crew Time Tracking

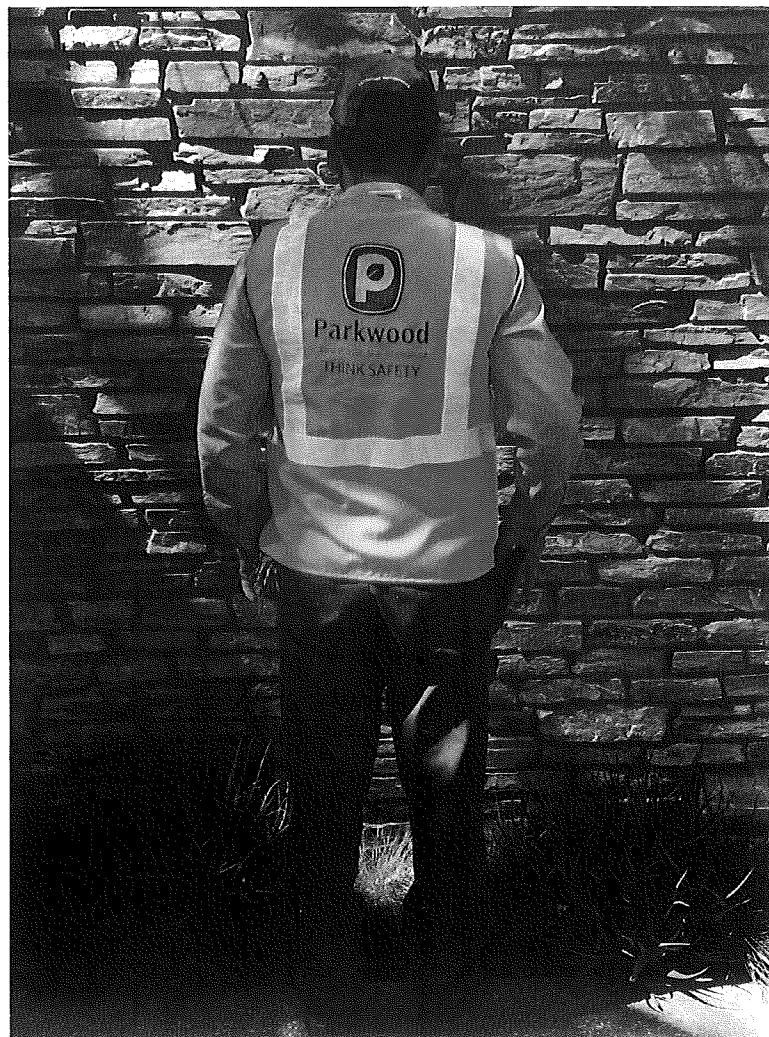
**Employee Time Tracking** – All employees clock in and out using software by *ExakTime*. The software is web-based that connects securely to the cloud with GPS timestamps. The app is an employee-friendly time clock app that turns mobile (phones or tablets) devices into a workforce management tool that tracks employee time and collects essential data. To access the clock in/out feature, a private four-digit PIN is provided to each employee. For extra verification a photo taken by the system confirms the identities of each worker as he or she clocks in or out. Some of the benefits of the software are tracking by the person and it lets Account Managers track crews' hours and job costing. Also, employee GPS tracking shows the locations of workers at clock-in and clock-out.

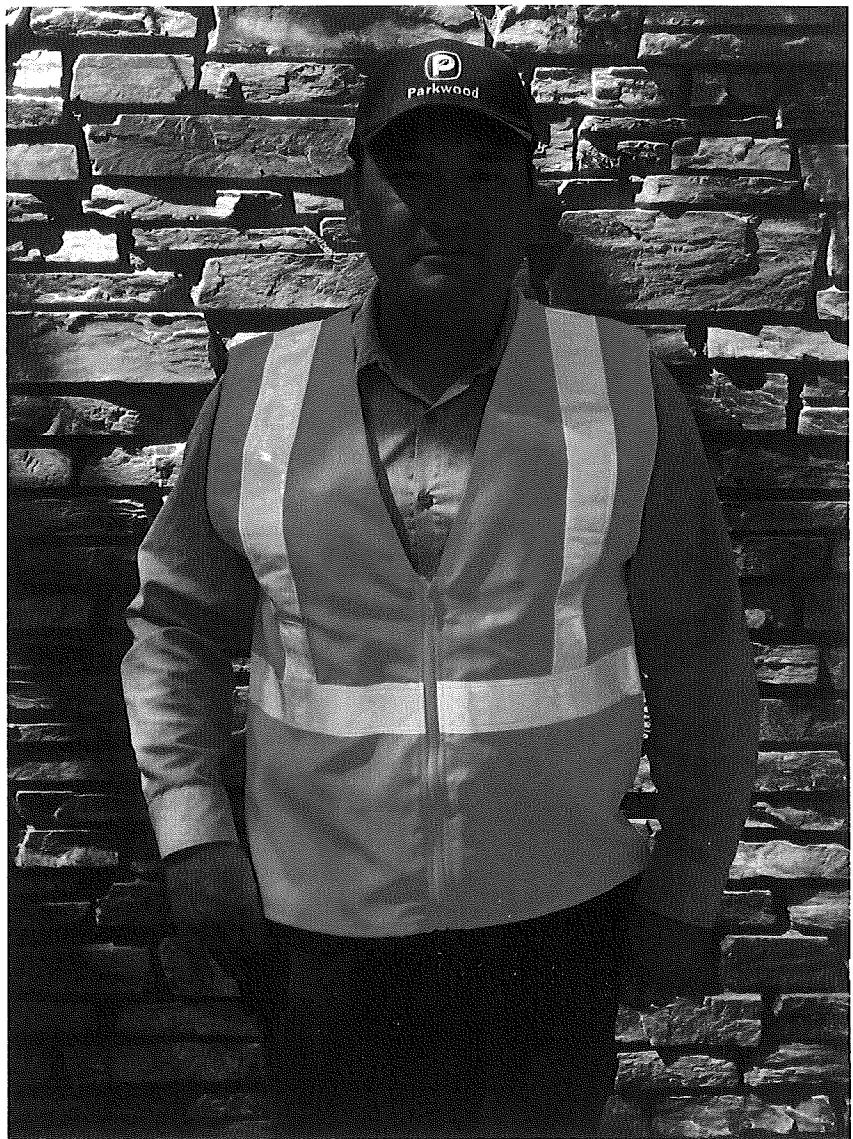
## **Employee Uniforms**

Our employees are provided full uniforms which include green pants, beige shirts and green hats with our company logo and name. Photo ID badges are also provided which identifies the employee by full name and employee number.

### **Safety Requirements**

All field employees will be provided with the proper Personal Protective Equipment (PPE). All employees are required to wear the necessary PPE to ensure they are properly protected and to ensure our customers are provided with safety conscious crew members.





## Project Summary

Parkwood Landscape Maintenance, Inc. proposes to maintain the grounds of the City of Long Beach in accordance to the service plan.

- Procedures, Techniques, Equipment and Methods Implemented to meet required Services:
  - Our Account Manager will be responsible to oversee and manage the day to day crew operations
  - Foreman will be responsible to manage the day to day field operations of our crews.
  - Foreman and Account Managers will interface with the City of West Covina field office personnel on a daily basis to ensure an open line of communication.
  - Monthly staff meetings will be held with the Account Manager and Foreman to review all aspects of the contract sites condition and also enable our crews to provide feedback to management.
  - Crews will meet at the designated location and be transported in company marked vehicle
  - Field staff communicates with staff via telephone, text, or email using their smart phones
  - Professional commercial power equipment and hand tools shall be provided to our crew members.
- Proposers Personnel Management, Training and Employee Replacement:
  - Parkwood Landscape Maintenance, Inc. currently employs over two-hundred and fifty (250) full-time employees. We have more than sufficient staff to ensure that staffing needs are met.
  - Should we be awarded the contract and if the existing staff is qualified, we would hire them on.
  - During periods of scheduled vacation or in the event of unscheduled absences, or emergency situation our landscape construction division employees (20 – 30

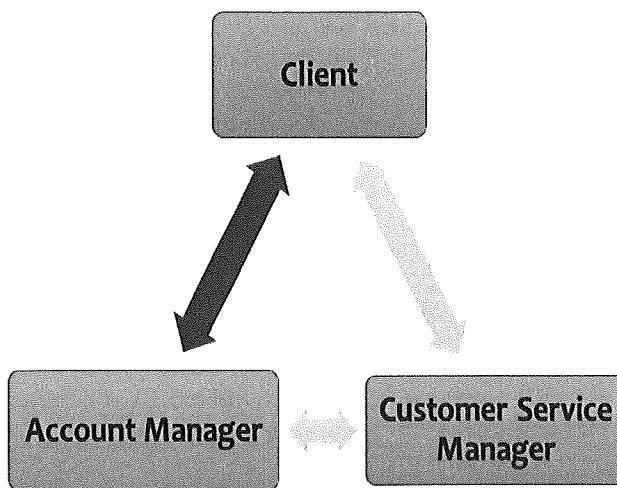
employees) would serve as a back -up crew to fill in for our landscape maintenance division employees.

- Proposers Ability to Respond and Provide Back-up Staff and Equipment in Emergencies:

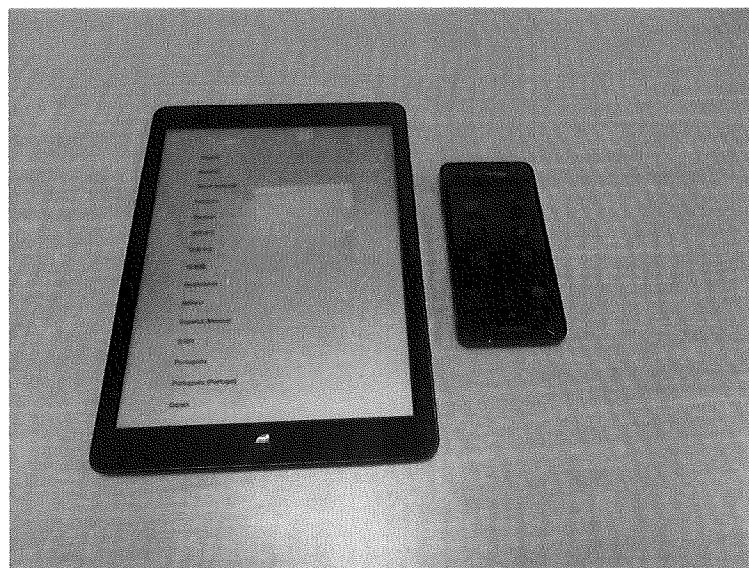
- Our main office is located in Van Nuys, with service yards located in the cities of Lancaster, Moorpark, Bellflower, and Irvine which enables our company to respond at a moments notice for all emergency situations. Our company currently has a fleet of over 140 vehicles and over \$8,000,000.00 in equipment inventory.
- Maintaining an open line of communication with our customers is very important and has contributed to the success of Parkwood Landscape Maintenance, Inc. Customers can easily contact our office by phone or email for any landscape service requests they may have. Additionally, we have a 24 hour 7 days per week on call technician. He can be reached 24 hours 7 days a week for emergency situations.

## **Client Communication**

Maintaining an open line of communication with our customers is very important and has contributed to the success of Parkwood Landscape Maintenance, Inc. Customers can easily contact our office by phone or email for any landscape service requests they may have. A communication flow chart is outlined below:



Our Account Managers are furnished with Smart Phones and iPads so they may communicate with our office and customers more efficiently and at a moments notice. Both the Smart Phones and iPads have cameras so our Account Managers may take photographs out in the field to better communicate with our clients on field situations.



## **Client References**

### **City of Irvine, Irvine, CA: January 2018 - present**

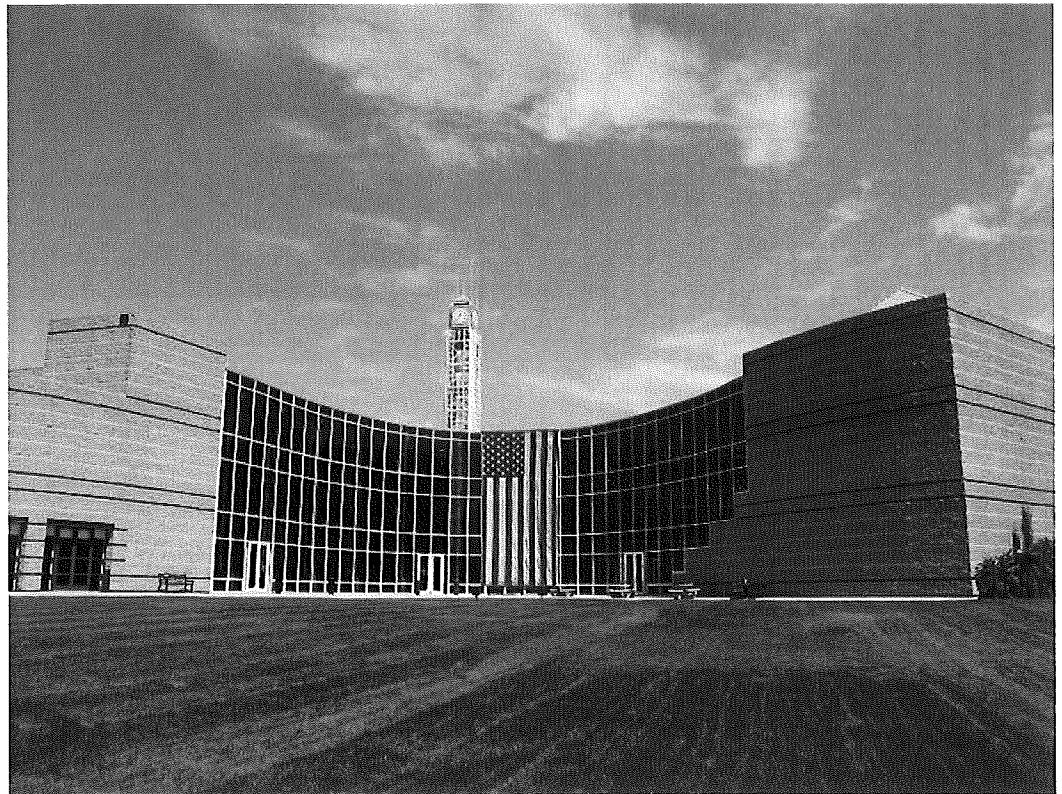
Contract Monitor: Mr. Michael Murray

Tel: (949) (949) 724-7356

Email: [MMurray@cityofirvine.org](mailto:MMurray@cityofirvine.org)

*\*Landscape and irrigation systems maintenance for approximately 235 acres of parkways, medians and parks*

*\*Areas are serviced daily with a crew size of 22 – 25 employees, with a full time Supervisor on staff.*



## **City of Ventura, January 2015 – Present**

Ms. Shelly Navarro, PRCP Parks Supervisor

Email: [snavarro@cityofventura.ca.gov](mailto:snavarro@cityofventura.ca.gov)

336 San Jon Road

Ventura, Ca.93001

Tel: 805 652-4557

Landscape and irrigation systems maintenance for approximately 25 acres of common area



## **Burbank Water and Power: January 2015 – Present**

Mr. Michael Kaczmarek

Email: [mkaczmarek@burbankca.gov](mailto:mkaczmarek@burbankca.gov)

\*Landscape and irrigation systems maintenance for approximately 24 acres of Common Area

\*Areas are serviced daily with a crew size of 5 - 7 employees, with a full time Supervisor on staff.



## **Metropolitan Transit Authority, October 2015 - Present**

Mr. Carlos Martinez

Tel: (213) 922-6761

Email: [martinezcarl@metro.net](mailto:martinezcarl@metro.net)

\*Landscape and irrigation systems maintenance for approximately 112 acres of common area

\*Areas are serviced daily with a crew size of 30 - 35, with two full time Supervisors on staff and one Account Manager



**City of Los Angeles**

**The Japanese Garden**

Contract Manager: Patrick Rigney

Tel: (818) 778-4134

Email:Patrick.rigney@lacity.org

*\*Landscape and irrigation systems maintenance for approximately 96 acres of Public Areas*

*\*Areas are serviced daily with a crew size of 5 – 7 employees, with one full time supervisors on staff and one Account Manager.*



# EXHIBIT “D”

Item No.	Section	Item Code	Description	Frequency	Unit Price	Line Total
1	BASE TASKS: Rainbow Harbor	Clearance Tree Pruning, Tree Support, & Limb Removal	a. inspection of trees	12	\$ 19.43	\$ 233.19
2	BASE TASKS: Rainbow Harbor	Clearance Tree Pruning, Tree Support, & Limb Removal	b. park areas and roadways (as needed or 4 times per year)	4	\$ 588.00	\$ 2,352.00
3	BASE TASKS: Rainbow Harbor	Clearance Tree Pruning, Tree Support, & Limb Removal	c. signage clearance (as needed or minimum of 4 times per year)	4	\$ 19.43	\$ 77.73
4	BASE TASKS: Rainbow Harbor	Clearance Tree Pruning, Tree Support, & Limb Removal	d. tree supports (as needed or minimum of 4 times per year)	4	\$ 19.43	\$ 77.73
5	BASE TASKS: Rainbow Harbor	Clearance Tree Pruning, Tree Support, & Limb Removal	e. hanger removals	1	\$ 19.43	\$ 19.43
6	BASE TASKS: Rainbow Harbor	Clearance Tree Pruning, Tree Support, & Limb Removal	f. broken limb removals	1	\$ 19.43	\$ 19.43
7	BASE TASKS: Rainbow Harbor	Mowing (6.85 sq. ft.)	a. mowing	39	\$ 259.10	\$ 10,104.90
8	BASE TASKS: Rainbow Harbor	Vertical Mowing	a. vertical mowing	2	\$ 323.88	\$ 647.75
9	BASE TASKS: Rainbow Harbor	Aerification	a. deep core & top dress	1	\$ 129.55	\$ 129.55
10	BASE TASKS: Rainbow Harbor	Aerification	c. spike/schatter/slice	1	\$ 64.78	\$ 64.78
11	BASE TASKS: Rainbow Harbor	Fertilization (Surface Application)	a. turf	4	\$ 25.91	\$ 103.64
12	BASE TASKS: Rainbow Harbor	Fertilization (Surface Application)	b. beds	4	\$ 25.91	\$ 103.64
13	BASE TASKS: Rainbow Harbor	Fertilization (Surface Application)	c. trees	2	\$ 25.91	\$ 51.82
14	BASE TASKS: Rainbow Harbor	Raking	a. shrub beds & hedge rows	26	\$ 19.43	\$ 505.25
15	BASE TASKS: Rainbow Harbor	Raking	b. groundcover & planters	26	\$ 19.43	\$ 505.25
16	BASE TASKS: Rainbow Harbor	Raking	c. decomposed granite areas & bare areas	52	\$ 19.43	\$ 1,010.49
17	BASE TASKS: Rainbow Harbor	Raking				

18	BASE TASKS: Rainbow Harbor	Trash Containers & Refuse Disposal	a. inspected, emptied, cleaned, liners replaced, lids secured, and refuse disposed off-site	1,095	\$ 19.43	\$ 21,278.59
19	BASE TASKS: Rainbow Harbor	Litter & Debris Removal	a. litter and debris removal	365	\$ 12.96	\$ 4,728.58
20	BASE TASKS: Rainbow Harbor	Sweeping	a. Hardscapes, parking lots	104	\$ 12.96	\$ 1,347.32
21	BASE TASKS: Rainbow Harbor	Sweeping	b. boardwalks (7,600 sq. ft.)	156	\$ 12.96	\$ 2,020.98
22	BASE TASKS: Rainbow Harbor	Sweeping	c. fishing piers & bridges (not including Pine Avenue Pier)	52	\$ 12.96	\$ 673.66
23	BASE TASKS: Rainbow Harbor	Sweeping	d. stairways (promenade)	156	\$ 12.96	\$ 2,020.98
24	BASE TASKS: Rainbow Harbor	Sweeping	e. inaccessible plots & roadways	104	\$ 12.96	\$ 1,347.32
25	BASE TASKS: Rainbow Harbor	Sweeping	f. quads & esplanades	156	\$ 12.96	\$ 2,020.98
26	BASE TASKS: Rainbow Harbor	Sweeping	g. dance areas/amphitheater	156	\$ 12.96	\$ 2,020.98
27	BASE TASKS: Rainbow Harbor	Sweeping	h. Pine Avenue Pier	156	\$ 12.96	\$ 2,020.98
28	BASE TASKS: Rainbow Harbor	Washing & Steam Cleaning	a. hardscapes	104	\$ 12.96	\$ 1,347.32
29	BASE TASKS: Rainbow Harbor	Washing & Steam Cleaning	b. boardwalks (7,600 sq. ft.)	52	\$ 12.96	\$ 673.66
30	BASE TASKS: Rainbow Harbor	Washing & Steam Cleaning	c. fishing piers & bridges (not including Pine Avenue Pier)	52	\$ 12.96	\$ 673.66
31	BASE TASKS: Rainbow Harbor	Washing & Steam Cleaning	d. stairways	104	\$ 19.43	\$ 2,020.98
32	BASE TASKS: Rainbow Harbor	Washing & Steam Cleaning	e. picnic table pads	156	\$ 19.43	\$ 3,031.47
33	BASE TASKS: Rainbow Harbor	Washing & Steam Cleaning	f. quads & esplanades	104	\$ 19.43	\$ 2,020.98
34	BASE TASKS: Rainbow Harbor	Washing & Steam Cleaning	g. dance areas/amphitheater	104	\$ 19.43	\$ 2,020.98
35	BASE TASKS: Rainbow Harbor	Washing & Steam Cleaning	h. Pine Avenue Pier	52	\$ 19.43	\$ 1,010.49
36	BASE TASKS: Rainbow Harbor	Edging	a. turf	39	\$ 19.43	\$ 757.87
37	BASE TASKS: Rainbow Harbor	Edging	b. planters & walkways	26	\$ 19.43	\$ 505.25
38	BASE TASKS: Rainbow Harbor	Detailing	a. turf	39	\$ 19.43	\$ 757.87
39	BASE TASKS: Rainbow Harbor	Detailing	b. planters	52	\$ 19.43	\$ 1,010.49
40	BASE TASKS: Rainbow Harbor	Shrub Pruning, Hedge Trimming & Planter Maintenance	a. shrub & hedge trimming	12	\$ 19.43	\$ 233.19
41	BASE TASKS: Rainbow Harbor	Shrub Pruning, Hedge Trimming & Planter Maintenance	b. planter maintenance (includes banks, medians, etc.)	26	\$ 19.43	\$ 505.25
42	BASE TASKS: Rainbow Harbor	Annual Beds	a. installation/replacement	4	\$ 194.33	\$ 777.30
43	BASE TASKS: Rainbow Harbor	Annual Beds	b. bed maintenance	52	\$ 25.91	\$ 1,347.32
44	BASE TASKS: Rainbow Harbor	Annual Beds	c. cultivation	52	\$ 25.91	\$ 1,347.32
45	BASE TASKS: Rainbow Harbor	Weed Removal-Inspect and remove by hand	a. groundcover	52	\$ 19.43	\$ 1,010.49
46	BASE TASKS: Rainbow Harbor	Weed Removal-Inspect and remove by hand	b. planters	52	\$ 19.43	\$ 1,010.49
47	BASE TASKS: Rainbow Harbor	Weed Removal-Inspect and remove by hand	c. shrub beds and hedge rows	52	\$ 19.43	\$ 1,010.49
48	BASE TASKS: Rainbow Harbor	Weed Removal-Inspect and remove by hand	d. bare areas	52	\$ 19.43	\$ 1,010.49
49	BASE TASKS: Rainbow Harbor	Weed Removal-Inspect and remove by hand	e. rip-rap (rock seawalls)	26	\$ 19.43	\$ 505.25
50	BASE TASKS: Rainbow Harbor	Weed Removal - Chemical Treatments (as needed)	f. annual beds	12	\$ 25.91	\$ 310.92
51	BASE TASKS: Rainbow Harbor	Weed Removal - Chemical Treatments (as needed)	g. groundcover	12	\$ 25.91	\$ 310.92
52	BASE TASKS: Rainbow Harbor	Weed Removal - Chemical Treatments (as needed)	h. planters	12	\$ 25.91	\$ 310.92
53	BASE TASKS: Rainbow Harbor	Weed Removal - Chemical Treatments (as needed)	i. shrub beds and hedge rows	12	\$ 25.91	\$ 310.92

54	BASE TASKS: Rainbow Harbor	Weed Removal - Chemical Treatments (as needed)	i. bare areas	12	\$ 25.91	\$ 310.92
55	BASE TASKS: Rainbow Harbor	Weed Removal - Chemical Treatments (as needed)	k. hardscape areas	12	\$ 25.91	\$ 310.92
56	BASE TASKS: Rainbow Harbor	Weed Removal - Chemical Treatments (as needed)	l. decomposed granite areas	52	\$ 25.91	\$ 1,347.32
57	BASE TASKS: Rainbow Harbor	Weed Removal - Chemical Treatments (as needed)	m. roadways & parking lots	12	\$ 25.91	\$ 310.92
58	BASE TASKS: Rainbow Harbor	Weed Removal - Chemical Treatments (as needed)	n. rip rap (rock seawalls)	12	\$ 25.91	\$ 310.92
59	BASE TASKS: Rainbow Harbor	Beach Garden	a. beach cleaning	365	\$ 19.43	\$ 7,092.86
60	BASE TASKS: Rainbow Harbor	Beach Garden	b. deep cushioning operation	6	\$ 19.43	\$ 116.60
61	BASE TASKS: Rainbow Harbor	Beach Garden	c. maintain indigenous plant palette	52	\$ 19.43	\$ 1,010.49
62	BASE TASKS: Rainbow Harbor	Irrigation System Management	a. adjust automatic irrigation system	26	\$ 25.91	\$ 673.66
63	BASE TASKS: Rainbow Harbor	Irrigation System Management	b. controller cycling & system operational inspections.	26	\$ 25.91	\$ 673.66
64	BASE TASKS: Rainbow Harbor	Irrigation System Management	approximate number of stations: 160.			
65	BASE TASKS: Rainbow Harbor	Irrigation System Management	c. hand watering shrubs	26	\$ 25.91	\$ 673.66
66	BASE TASKS: Rainbow Harbor	Irrigation System Management	d. adjust arcs and clean nozzles of sprinkler heads with 3/4"	26	\$ 25.91	\$ 673.66
67	BASE TASKS: Rainbow Harbor	Irrigation System Management	e. clear screens of quick coupling valves, check valves, and sprinkler inlets/screens	12	\$ 25.91	\$ 310.92
68	BASE TASKS: Rainbow Harbor	Picnic Areas	f. replace all PVC nipples and connectors (including plugs) from laterals to heads due to normal wear & damage (except third party)	12	\$ 25.91	\$ 310.92
69	BASE TASKS: Rainbow Harbor	Appurtenances	a. clean and disinfect picnic tables	365	\$ 19.43	\$ 7,092.86
70	BASE TASKS: Rainbow Harbor	Appurtenances	b. handrails	182	\$ 19.43	\$ 3,536.72
71	BASE TASKS: Rainbow Harbor	Appurtenances	c. benches and seating areas	365	\$ 19.43	\$ 7,092.86
72	BASE TASKS: Rainbow Harbor	Appurtenances	d. light standards & bollard lights	104	\$ 19.43	\$ 2,020.98
73	BASE TASKS: Rainbow Harbor	Appurtenances	e. flag/banner poles & signage	104	\$ 19.43	\$ 2,020.98
74	BASE TASKS: Rainbow Harbor	Appurtenances	f. transformers and enclosures	104	\$ 19.43	\$ 2,020.98
75	BASE TASKS: Rainbow Harbor	Appurtenances	g. other appurtenances	104	\$ 19.43	\$ 2,020.98
76	BASE TASKS: Rainbow Harbor	Appurtenances	h. promenade elevator	730	\$ 19.43	\$ 14,185.73
77	BASE TASKS: Rainbow Harbor	Drinking Fountains	a. clean & disinfect drinking fountains	365	\$ 12.96	\$ 4,728.58
78	BASE TASKS: Rainbow Harbor	Integrated Pest Management	a. completion of inspection procedures & forms	12	\$ 19.43	\$ 233.19
79	BASE TASKS: Rainbow Harbor	Integrated Pest Management	b. pest & rodent eradication	6	\$ 25.91	\$ 155.46
80	BASE TASKS: Rainbow Harbor	Integrated Pest Management	c. backfill, compact, rake & level excavated materials	26	\$ 19.43	\$ 505.25
81	BASE TASKS: Rainbow Harbor	Spot Cleaning	a. litter removal, washing, picnic areas, appurtenances	365	\$ 19.43	\$ 7,092.86
					subtotal	\$ 3,049.45
						\$ 150,175.03
82	BASE TASKS: Rainbow Lagoon	Clearance Tree Pruning, Tree Support, & Limb Removal	a. inspection of trees	12	\$ 19.43	\$ 233.19
83	BASE TASKS: Rainbow Lagoon	Clearance Tree Pruning, Tree Support, & Limb Removal	b. park areas and roadways (as needed or 4 times per year)	4	\$ 315.00	\$ 1,260.00
84	BASE TASKS: Rainbow Lagoon	Clearance Tree Pruning, Tree Support, & Limb Removal	c. signage clearance (as needed or minimum of 4 times per year)	4	\$ 19.43	\$ 77.73

1.85	BASE TASKS: Rainbow Lagoon	Clearance Tree Pruning, Tree Support, & Limb Removal	d. hanger removals	1	\$ 19.43	\$ 19.43
1.86	BASE TASKS: Rainbow Lagoon	Clearance Tree Pruning, Tree Support, & Limb Removal	e. broken limb removals	1	\$ 19.43	\$ 19.43
1.87	BASE TASKS: Rainbow Lagoon	Mowing (4,000 sq. ft.)	a. mowing	39	\$ 259.10	\$ 10,104.90
1.88	BASE TASKS: Rainbow Lagoon	Verticut Mowing	a. verticut mowing	2	\$ 259.10	\$ 518.20
1.89	BASE TASKS: Rainbow Lagoon	Aerification	a. deep core & top dress	1	\$ 129.55	\$ 129.55
1.90	BASE TASKS: Rainbow Lagoon	Aerification	b. spike/shatter/slice	1	\$ 129.55	\$ 129.55
1.91	BASE TASKS: Rainbow Lagoon	Fertilization (Surface Application)	a. turf	4	\$ 64.78	\$ 259.10
1.92	BASE TASKS: Rainbow Lagoon	Fertilization (Surface Application)	b. beds	4	\$ 64.78	\$ 259.10
1.93	BASE TASKS: Rainbow Lagoon	Raking	a. shrub beds & hedge rows	26	\$ 19.43	\$ 505.25
1.94	BASE TASKS: Rainbow Lagoon	Raking	b. groundcover & planters	26	\$ 19.43	\$ 505.25
1.95	BASE TASKS: Rainbow Lagoon	Trash Containers & Refuse Disposal	a. inspected, emptied, cleaned, liners replaced, lids secured, and refuse disposed off site	730	\$ 25.91	\$ 18,914.30
1.96	BASE TASKS: Rainbow Lagoon	Litter & Debris Removal	a. litter and debris removal	365	\$ 25.91	\$ 9,457.15
1.97	BASE TASKS: Rainbow Lagoon	Sweeping	a. hardscapes	26	\$ 19.43	\$ 505.25
1.98	BASE TASKS: Rainbow Lagoon	Sweeping	b. fishing piers & bridges (not including Pine Avenue Pier)	26	\$ 19.43	\$ 505.25
1.99	BASE TASKS: Rainbow Lagoon	Sweeping	c. stairways (promenade)	52	\$ 19.43	\$ 1,010.49
1.100	BASE TASKS: Rainbow Lagoon	Washing & Steam Cleaning	a. hardscapes	52	\$ 19.43	\$ 1,010.49
1.101	BASE TASKS: Rainbow Lagoon	Washing & Steam Cleaning	b. fishing piers & bridges (not including Pine Avenue Pier)	52	\$ 19.43	\$ 1,010.49
1.102	BASE TASKS: Rainbow Lagoon	Washing & Steam Cleaning	c. stairways	52	\$ 19.43	\$ 1,010.49
1.103	BASE TASKS: Rainbow Lagoon	Edging	a. turf	39	\$ 32.39	\$ 1,263.11
1.104	BASE TASKS: Rainbow Lagoon	Edging	b. planters & walkways	26	\$ 32.39	\$ 842.08
1.105	BASE TASKS: Rainbow Lagoon	Detailed	a. turf	39	\$ 32.39	\$ 1,263.11
1.106	BASE TASKS: Rainbow Lagoon	Detailed	b. planters	52	\$ 32.39	\$ 1,684.15
1.107	BASE TASKS: Rainbow Lagoon	Shrub Pruning, Hedge Trimming & Planter Maintenance	a. shrub & hedge trimming	12	\$ 19.43	\$ 233.19
1.108	BASE TASKS: Rainbow Lagoon	Shrub Pruning, Hedge Trimming & Planter Maintenance	b. planter maintenance (includes banks, medians, etc.)	26	\$ 19.43	\$ 505.25
1.109	BASE TASKS: Rainbow Lagoon	Annual Beds	a. installation/replacement	4	\$ 194.33	\$ 777.30
1.110	BASE TASKS: Rainbow Lagoon	Annual Beds	b. bed maintenance	26	\$ 25.91	\$ 673.66
1.111	BASE TASKS: Rainbow Lagoon	Annual Beds	c. cultivation	12	\$ 25.91	\$ 310.92
1.112	BASE TASKS: Rainbow Lagoon	Weed Removal-Inspect and remove by hand	a. groundcover	52	\$ 25.91	\$ 1,347.32
1.113	BASE TASKS: Rainbow Lagoon	Weed Removal-Inspect and remove by hand	b. planters	52	\$ 25.91	\$ 1,347.32
1.114	BASE TASKS: Rainbow Lagoon	Weed Removal-Inspect and remove by hand	c. shrub beds and hedge rows	52	\$ 25.91	\$ 1,347.32
1.115	BASE TASKS: Rainbow Lagoon	Weed Removal - Chemical Treatments (as needed)	d. groundcover	12	\$ 32.39	\$ 388.65
1.116	BASE TASKS: Rainbow Lagoon	Weed Removal - Chemical Treatments (as needed)	e. planters	12	\$ 32.39	\$ 388.65
1.117	BASE TASKS: Rainbow Lagoon	Weed Removal - Chemical Treatments (as needed)	f. shrub beds and hedge rows	12	\$ 32.39	\$ 388.65
1.118	BASE TASKS: Rainbow Lagoon	Weed Removal - Chemical Treatments (as needed)	g. hardscape areas	12	\$ 32.39	\$ 388.65

119	BASE TASKS: Rainbow Lagoon	Weed Removal - Chemical Treatments (as needed)	h. roadways & parking lots	12	\$ 32.39	\$ 388.65
120	BASE TASKS: Rainbow Lagoon	Irrigation System Management	a. adjust automatic irrigation system	26	\$ 25.91	\$ 673.66
121	BASE TASKS: Rainbow Lagoon	Irrigation System Management	b. controller cycling & system operational inspections.	26	\$ 25.91	\$ 673.66
122	BASE TASKS: Rainbow Lagoon	Irrigation System Management	c. approximate number of stations: 64.			
123	BASE TASKS: Rainbow Lagoon	Irrigation System Management	c. adjust arcs and clean nozzles of sprinkler heads with 3/4" or larger inlets	26	\$ 25.91	\$ 673.66
124	BASE TASKS: Rainbow Lagoon	Irrigation System Management	d. clear screens of quick coupling valves, check valves, and sprinkler inlets/screens	12	\$ 25.91	\$ 310.92
			e. replace all PVC nipples and connectors (including plugs) from laterals to heads due to normal wear & damage (except third party)	12	\$ 25.91	\$ 310.92
125	BASE TASKS: Rainbow Lagoon	Appurtenances	a. handrails	26	\$ 19.43	\$ 505.25
126	BASE TASKS: Rainbow Lagoon	Appurtenances	b. benches and seating areas	104	\$ 19.43	\$ 2,020.98
127	BASE TASKS: Rainbow Lagoon	Appurtenances	c. flag/banner poles & signage	12	\$ 19.43	\$ 233.19
128	BASE TASKS: Rainbow Lagoon	Appurtenances	d. transformers and enclosures	12	\$ 19.43	\$ 233.19
129	BASE TASKS: Rainbow Lagoon	Appurtenances	e. other appurtenances	12	\$ 19.43	\$ 233.19
130	BASE TASKS: Rainbow Lagoon	Drinking Fountains	a. clean & disinfect drinking fountains	365	\$ 25.91	\$ 9,457.15
131	BASE TASKS: Rainbow Lagoon	Integrated Pest Management	a. completion of inspection procedures & forms	12	\$ 25.91	\$ 310.92
132	BASE TASKS: Rainbow Lagoon	Integrated Pest Management	b. pest & rodent eradication	6	\$ 25.91	\$ 155.46
133	BASE TASKS: Rainbow Lagoon	Integrated Pest Management	c. backfill, compact, rake & level excavated materials	26	\$ 25.91	\$ 673.66
			subtotal	\$ 2,491.44	\$ 77,448.36	
134	BASE TASKS: Shoreline Marina	Clearance Tree Pruning, Tree Support, & Limb Removal	a. inspection of trees	12	\$ 19.43	\$ 233.19
135	BASE TASKS: Shoreline Marina	Clearance Tree Pruning, Tree Support, & Limb Removal	b. park areas and roadways (as needed or 4 times per year)	4	\$ 410.00	\$ 1,640.00
136	BASE TASKS: Shoreline Marina	Clearance Tree Pruning, Tree Support, & Limb Removal	c. signage clearance (as needed or minimum of 4 times per year)	4	\$ 625.00	\$ 2,500.00
137	BASE TASKS: Shoreline Marina	Clearance Tree Pruning, Tree Support, & Limb Removal	d. hanger removals	1	\$ 19.43	\$ 19.43
138	BASE TASKS: Shoreline Marina	Clearance Tree Pruning, Tree Support, & Limb Removal	e. broken limb removals	1	\$ 19.43	\$ 19.43
139	BASE TASKS: Shoreline Marina	Mowing (8,60 sq. ft)	a. mowing	39	\$ 518.20	\$ 20,209.80
140	BASE TASKS: Shoreline Marina	Vertical Mowing	a. vertical mowing	1	\$ 518.20	\$ 518.20
141	BASE TASKS: Shoreline Marina	Aerification	a. deep core & top dress	1	\$ 129.55	\$ 129.55
142	BASE TASKS: Shoreline Marina	Aerification	b. spike/shatter/slice	1	\$ 129.55	\$ 129.55
143	BASE TASKS: Shoreline Marina	Fertilization (Surface Application)	a. turf	6	\$ 64.78	\$ 388.65
144	BASE TASKS: Shoreline Marina	Fertilization (Surface Application)	b. beds	4	\$ 64.78	\$ 259.10
145	BASE TASKS: Shoreline Marina	Fertilization (Surface Application)	c. trees	2	\$ 64.78	\$ 129.55
146	BASE TASKS: Shoreline Marina	Raking	a. shrub beds & hedge rows	26	\$ 25.91	\$ 673.66
147	BASE TASKS: Shoreline Marina	Raking	b. groundcover & planters	26	\$ 25.91	\$ 673.66

148	BASE TASKS: Shoreline Marina	Trash Containers & Refuse Disposal	a. inspected, emptied, cleaned, liners replaced, lids secured, and refuse disposed off-site	365	\$ 25.91	\$ 9,457.15
149	BASE TASKS: Shoreline Marina	Litter & Debris Removal	a. litter and debris removal	365	\$ 25.91	\$ 9,457.15
150	BASE TASKS: Shoreline Marina	Sweeping	a. Hardscapes, parking lots	52	\$ 25.91	\$ 1,347.32
151	BASE TASKS: Shoreline Marina	Sweeping	b. boardwalks (7,600 sq. ft.)	52	\$ 25.91	\$ 1,347.32
152	BASE TASKS: Shoreline Marina	Sweeping	c. fishing Piers & bridges (not including Pine Avenue Pier)	52	\$ 25.91	\$ 1,347.32
153	BASE TASKS: Shoreline Marina	Washing & Steam Cleaning	a. hardscapes	52	\$ 25.91	\$ 1,347.32
154	BASE TASKS: Shoreline Marina	Washing & Steam Cleaning	b. boardwalks (7,600 sq. ft.)	52	\$ 25.91	\$ 1,347.32
155	BASE TASKS: Shoreline Marina	Washing & Steam Cleaning	c. fishing Piers & bridges (not including Pine Avenue Pier)	52	\$ 25.91	\$ 1,347.32
156	BASE TASKS: Shoreline Marina	Edging	a. turf	39	\$ 64.78	\$ 2,526.23
157	BASE TASKS: Shoreline Marina	Edging	b. planters & walkways	26	\$ 64.78	\$ 1,684.15
158	BASE TASKS: Shoreline Marina	Detailing	a. turf	39	\$ 25.91	\$ 1,010.49
159	BASE TASKS: Shoreline Marina	Detailing	b. planters	26	\$ 25.91	\$ 673.66
160	BASE TASKS: Shoreline Marina	Shrub Pruning, Hedge Trimming & Planter Maintenance	a. shrub & hedge trimming	6	\$ 25.91	\$ 155.46
161	BASE TASKS: Shoreline Marina	Shrub Pruning, Hedge Trimming & Planter Maintenance	b. planter maintenance (includes banks, medians, etc.)	26	\$ 25.91	\$ 673.66
162	BASE TASKS: Shoreline Marina	Weed Removal-Inspect and Remove by hand	a. planters	26	\$ 25.91	\$ 673.66
163	BASE TASKS: Shoreline Marina	Weed Removal-Inspect and Remove by hand	b. shrub beds and hedge rows	26	\$ 25.91	\$ 673.66
164	BASE TASKS: Shoreline Marina	Weed Removal-Inspect and Remove by hand	c. bare areas	26	\$ 25.91	\$ 673.66
165	BASE TASKS: Shoreline Marina	Weed Removal-Inspect and Remove by hand	d. rip-rap (rock seawalls)	26	\$ 32.39	\$ 842.08
166	BASE TASKS: Shoreline Marina	Weed Removal - Chemical Treatments (as needed)	e. groundcover	12	\$ 32.39	\$ 388.65
167	BASE TASKS: Shoreline Marina	Weed Removal - Chemical Treatments (as needed)	f. planters	12	\$ 32.39	\$ 388.65
168	BASE TASKS: Shoreline Marina	Weed Removal - Chemical Treatments (as needed)	g. shrub beds and hedge rows	12	\$ 32.39	\$ 388.65
169	BASE TASKS: Shoreline Marina	Weed Removal - Chemical Treatments (as needed)	h. bare area	12	\$ 32.39	\$ 388.65
170	BASE TASKS: Shoreline Marina	Weed Removal - Chemical Treatments (as needed)	i. hardscapes areas	12	\$ 32.39	\$ 388.65
171	BASE TASKS: Shoreline Marina	Weed Removal - Chemical Treatments (as needed)	j. decomposed granite areas	12	\$ 32.39	\$ 388.65
172	BASE TASKS: Shoreline Marina	Weed Removal - Chemical Treatments (as needed)	k. roadways & parking lots	12	\$ 32.39	\$ 388.65
173	BASE TASKS: Shoreline Marina	Irrigation System Management	a. adjust automatic irrigation system	12	\$ 25.91	\$ 310.92
174	BASE TASKS: Shoreline Marina	Irrigation System Management	b. controller cycling & system operational inspections.	12	\$ 25.91	\$ 310.92
175	BASE TASKS: Shoreline Marina	Irrigation System Management	approximate number of stations: 115.			
			d. adjust arcs and clean nozzles of sprinkler heads with 3/4"	26	\$ 25.91	\$ 673.66
			or larger inlets			
			e. clear screens of quick coupling valves, check valves, and	12	\$ 25.91	\$ 310.92
			sprinkler inlets/screens			
			f. replace all PVC nipples and connectors (including Plugs) from laterals	12	\$ 25.91	\$ 310.92
			to heads due to normal wear & damage (except			
			third party)			
			a. benches and seating areas			
176	BASE TASKS: Shoreline Marina	Irrigation System Management		365	\$ 25.91	\$ 9,457.15
177	BASE TASKS: Shoreline Marina	Irrigation System Management				
178	BASE TASKS: Shoreline Marina	Appurtenances				

1.179	BASE TASKS: Shoreline Marina	Appurtenances	b. other appurtenances	12	\$ 25.91	\$ 310.92
1.180	BASE TASKS: Shoreline Marina	Drinking Fountains	a. clean & disinfect drinking fountains	365	\$ 19.43	\$ 7,092.86
1.181	BASE TASKS: Shoreline Marina	Integrated Pest Management	a. completion of inspection procedures & forms	12	\$ 25.91	\$ 310.92
1.182	BASE TASKS: Shoreline Marina	Integrated Pest Management	b. pest & rodent eradication	6	\$ 25.91	\$ 155.46
1.183	BASE TASKS: Shoreline Marina	Integrated Pest Management	c. backfill, compact, rake & level excavated materials	26	\$ 25.91	\$ 673.66
1.184	BASE TASKS: Shoreline Marina	Sand/Surfaced Play Areas	a. inspection, reporting & isolation procedures	52	\$ 25.91	\$ 1,347.32
1.185	BASE TASKS: Golden Shore	Clearance Tree Pruning, Tree Support, & Limb Removal	a. inspection of trees	12	\$ 19.43	\$ 88,094.88
1.186	BASE TASKS: Golden Shore	Clearance Tree Pruning, Tree Support, & Limb Removal	b. park areas and roadways (as needed or 4 times per year)	4	\$ 335.00	\$ 1,340.00
1.187	BASE TASKS: Golden Shore	Clearance Tree Pruning, Tree Support, & Limb Removal	c. signage clearance (as needed or minimum of 4 times per year)	4	\$ 19.43	\$ 77.73
1.188	BASE TASKS: Golden Shore	Clearance Tree Pruning, Tree Support, & Limb Removal	d. hanger removals	1	\$ 19.43	\$ 19.43
1.189	BASE TASKS: Golden Shore	Clearance Tree Pruning, Tree Support, & Limb Removal	e. broken limb removals	1	\$ 19.43	\$ 19.43
1.190	BASE TASKS: Golden Shore	Mowing (0.82 sq. ft.)	a. mowing	39	\$ 129.55	\$ 5,032.45
1.191	BASE TASKS: Golden Shore	Vertical Mowing	a. vertical mowing	2	\$ 129.55	\$ 259.10
1.192	BASE TASKS: Golden Shore	Fertilization (Surface Application)	a. turf	4	\$ 32.39	\$ 129.55
1.193	BASE TASKS: Golden Shore	Fertilization (Surface Application)	b. beds	4	\$ 32.39	\$ 129.55
1.194	BASE TASKS: Golden Shore	Raking	a. shrub beds & hedge rows	26	\$ 19.43	\$ 505.25
1.195	BASE TASKS: Golden Shore	Raking	b. groundcover & planters	26	\$ 19.43	\$ 505.25
1.196	BASE TASKS: Golden Shore	Trash Containers & Refuse Disposal	a. inspected, emptied, cleaned, liners replaced, lids secured, and refuse disposed off-site	365	\$ 25.91	\$ 9,457.15
1.197	BASE TASKS: Golden Shore	Litter & Debris Removal	a. litter and debris removal	365	\$ 25.91	\$ 9,457.15
1.198	BASE TASKS: Golden Shore	Sweeping	a. Hardscapes, parking lots	52	\$ 19.43	\$ 1,010.49
1.199	BASE TASKS: Golden Shore	Sweeping	d. stairways (promenade)	52	\$ 19.43	\$ 1,010.49
2.00	BASE TASKS: Golden Shore	Washing & Steam Cleaning	a. hardscapes	52	\$ 19.43	\$ 1,010.49
2.01	BASE TASKS: Golden Shore	Washing & Steam Cleaning	b. stairways	52	\$ 19.43	\$ 1,010.49
2.02	BASE TASKS: Golden Shore	Washing & Steam Cleaning	c. picnic table pads	52	\$ 19.43	\$ 1,010.49
2.03	BASE TASKS: Golden Shore	Edging	a. turf	39	\$ 25.91	\$ 1,010.49
2.04	BASE TASKS: Golden Shore	Edging	b. planters & walkways	26	\$ 25.91	\$ 673.66
2.05	BASE TASKS: Golden Shore	Detailing	a. turf	39	\$ 25.91	\$ 1,010.49
2.06	BASE TASKS: Golden Shore	Detailing	b. planters	26	\$ 25.91	\$ 673.66
2.07	BASE TASKS: Golden Shore	Shrub Pruning & Hedge Trimming	a. Shrub & hedge trimming	6	\$ 19.43	\$ 116.60
2.08	BASE TASKS: Golden Shore	Shrub Pruning, Hedge Trimming & Planter Maintenance	b. planter maintenance (includes banks, medians, etc.)	26	\$ 19.43	\$ 505.25
2.09	BASE TASKS: Golden Shore	Weed Removal/Inspect and remove by hand				
2.10	BASE TASKS: Golden Shore	Weed Removal/Inspect and remove by hand				

211	BASE TASKS: Golden Shore	Weed Removal-Inspect and remove by hand	c. bare areas
2112	BASE TASKS: Golden Shore	Weed Removal-Inspect and remove by hand	d. rip-rap (rock seawalls)
2113	BASE TASKS: Golden Shore	Weed Removal - Chemical Treatments (as needed)	e. planters
2114	BASE TASKS: Golden Shore	Weed Removal - Chemical Treatments (as needed)	f. shrub beds and hedge rows
2115	BASE TASKS: Golden Shore	Weed Removal - Chemical Treatments (as needed)	g. bare area
2116	BASE TASKS: Golden Shore	Weed Removal - Chemical Treatments (as needed)	h. hardscape areas
2117	BASE TASKS: Golden Shore	Weed Removal - Chemical Treatments (as needed)	i. roadways & parking lots
2118	BASE TASKS: Golden Shore	Weed Removal - Chemical Treatments (as needed)	j. rip-rap (rock seawalls)
2119	BASE TASKS: Golden Shore	Irrigation System Management	a. adjust automatic irrigation system
2200	BASE TASKS: Golden Shore	Irrigation System Management	b. controller cycling & system operational inspections.
2211	BASE TASKS: Golden Shore	Irrigation System Management	approximate number of stations: 47.
2212	BASE TASKS: Golden Shore	Irrigation System Management	c. operation by manual valves
2213	BASE TASKS: Golden Shore	Irrigation System Management	d. adjust arcs and clean nozzles of sprinkler heads with 3/4" or larger inlets
2214	BASE TASKS: Golden Shore	Irrigation System Management	e. clear screens of quick coupling valves, check valves, and sprinkler inlets/screens
2225	BASE TASKS: Golden Shore	Picnic Areas	f. replace all PVC nipples and connectors (including plugs) from lateral to heads due to normal wear & damage (except third party)
2226	BASE TASKS: Golden Shore	Appurtenances	12
2227	BASE TASKS: Golden Shore	Appurtenances	\$ 25.91 \$ 310.92
2228	BASE TASKS: Golden Shore	Integrated Pest Management	a. clean and disinfect picnic tables
2229	BASE TASKS: Golden Shore	Integrated Pest Management	a. flag/banner poles & signage
230	BASE TASKS: Golden Shore	Integrated Pest Management	b. other appurtenances
231	BASE TASKS: Street Landscape	Clearance Tree Pruning, Tree Support, & Limb Removal	a. completion of inspection procedures & forms
232	BASE TASKS: Street Landscape	Clearance Tree Pruning, Tree Support, & Limb Removal	b. pest & rodent eradication
233	BASE TASKS: Street Landscape	Clearance Tree Pruning, Tree Support, & Limb Removal	c. backfill, compact, rake & level excavated materials
234	BASE TASKS: Street Landscape	Clearance Tree Pruning, Tree Support, & Limb Removal	subtotal \$ 1,604.59 \$ 45,399.96
235	BASE TASKS: Street Landscape	Clearance Tree Pruning, Tree Support, & Limb Removal	a. inspection of trees
236	BASE TASKS: Street Landscape	Clearance Tree Pruning, Tree Support, & Limb Removal	b. park areas and roadways (as needed or 4 times per year)
237	BASE TASKS: Street Landscape	Clearance Tree Pruning, Tree Support, & Limb Removal	c. signage clearance (as needed or minimum of 4 times per year)
238	BASE TASKS: Street Landscape	Clearance Tree Pruning, Tree Support, & Limb Removal	d. hanger removals
239	BASE TASKS: Street Landscape	Clearance Tree Pruning, Tree Support, & Limb Removal	e. broken limb removals
240	BASE TASKS: Street Landscape	Fertilization (Surface Application)	a. beds
		Fertilization (Surface Application)	b. trees
		Raking	a. Shrub beds & hedge rows
		Raking	b. groundcover & planters
		Litter & Debris Removal	a. litter and debris removal

2411. BASE TASKS: Street Landscape	Sweeping	a. inaccessible plots & roadways	\$2	\$ 19.43	\$ 1,010.49
2412. BASE TASKS: Street Landscape	Washing & Steam Cleaning	a. stairways	\$2	\$ 19.43	\$ 1,010.49
2413. BASE TASKS: Street Landscape	Edging	b. planters & walkways	26	\$ 19.43	\$ 505.25
2444. BASE TASKS: Street Landscape	Detailed	a. planters	26	\$ 19.43	\$ 505.25
2455. BASE TASKS: Street Landscape	Shrub Pruning, Hedge Trimming & Planter Maintenance	a. Shrub & hedge trimming	12	\$ 19.43	\$ 233.19
2466. BASE TASKS: Street Landscape	Shrub Pruning, Hedge Trimming & Planter Maintenance	b. planter maintenance (includes banks, medians, etc.)	26	\$ 19.43	\$ 505.25
2477. BASE TASKS: Street Landscape	Weed Removal-Inspect and remove by hand	a. groundcover	26	\$ 19.43	\$ 505.25
2488. BASE TASKS: Street Landscape	Weed Removal-Inspect and remove by hand	b. planters	26	\$ 19.43	\$ 505.25
2499. BASE TASKS: Street Landscape	Weed Removal-Inspect and remove by hand	c. shrub beds and hedge rows	26	\$ 19.43	\$ 505.25
2500. BASE TASKS: Street Landscape	Weed Removal-Inspect and remove by hand	d. bare areas	12	\$ 19.43	\$ 233.19
2511. BASE TASKS: Street Landscape	Weed Removal-Inspect and remove by hand	e. roadways & parking lots	12	\$ 19.43	\$ 233.19
2522. BASE TASKS: Street Landscape	Weed Removal - Chemical Treatments (as needed)	a. groundcover	12	\$ 25.91	\$ 310.92
2533. BASE TASKS: Street Landscape	Weed Removal - Chemical Treatments (as needed)	b. planters	12	\$ 25.91	\$ 310.92
2544. BASE TASKS: Street Landscape	Weed Removal - Chemical Treatments (as needed)	c. shrub beds and hedge rows	12	\$ 25.91	\$ 310.92
2555. BASE TASKS: Street Landscape	Weed Removal - Chemical Treatments (as needed)	d. bare areas	12	\$ 25.91	\$ 310.92
2566. BASE TASKS: Street Landscape	Weed Removal - Chemical Treatments (as needed)	e. landscape areas	12	\$ 25.91	\$ 310.92
2577. BASE TASKS: Street Landscape	Weed Removal - Chemical Treatments (as needed)	f. roadways & parking lots	12	\$ 25.91	\$ 310.92
2588. BASE TASKS: Street Landscape	Irrigation System Management	g. adjust automatic irrigation system	26	\$ 25.91	\$ 673.66
2599. BASE TASKS: Street Landscape	Irrigation System Management	h. controller cycling & system operational inspections.	26	\$ 25.91	\$ 673.66
2600. BASE TASKS: Street Landscape	Irrigation System Management	approximate number of stations: 100.			
		c. adjust arcs and clean nozzles of sprinkler heads with 3/4" or larger inlets	26	\$ 25.91	\$ 673.66
		d. clear screens of quick coupling valves, check valves, and sprinkler inlets/screens	12	\$ 25.91	\$ 310.92
		e. replace all PVC nipples and connectors (including plugs) from laterals to heads due to normal wear & damage (except third party)	12	\$ 25.91	\$ 310.92
2611. BASE TASKS: Street Landscape	Irrigation System Management	f. light standards & bollard lights	26	\$ 19.43	\$ 505.25
2622. BASE TASKS: Street Landscape	Irrigation System Management	g. flag/banner poles & signage	26	\$ 19.43	\$ 505.25
2633. BASE TASKS: Street Landscape	Appurtenances	h. transformer poles and enclosures	26	\$ 19.43	\$ 505.25
2644. BASE TASKS: Street Landscape	Appurtenances	i. other apertures	12	\$ 25.91	\$ 310.92
2655. BASE TASKS: Street Landscape	Appurtenances	a. completion of inspection procedures & forms	6	\$ 25.91	\$ 155.46
2666. BASE TASKS: Street Landscape	Appurtenances	b. pest & rodent eradication	26	\$ 25.91	\$ 673.66
2677. BASE TASKS: Street Landscape	Integrated Pest Management	c. backfill, compact, rake & level excavated materials			
2688. BASE TASKS: Street Landscape	Integrated Pest Management				
2699. BASE TASKS: Street Landscape	Integrated Pest Management				
		subtotal	\$ 1,313.55	\$ 26,254.27	
2700. BASE TASKS: South Shore Launch Ramp	Clearance Tree Pruning, Tree Support, & Limb Removal	a. inspection of trees	12	\$ 19.43	\$ 233.19
2711. BASE TASKS: South Shore Launch Ramp	Clearance Tree Pruning, Tree Support, & Limb Removal	b. park areas and roadways (as needed or 4 times per year)	12	\$ 19.43	\$ 233.19

272	BASE TASKS: South Shore Launch Ramp	Clearance Tree Pruning, Tree Support, & Limb Removal	c. signage clearance (as needed or minimum of 4 times per year)	2	\$ 19.43	\$ 38.87
273	BASE TASKS: South Shore Launch Ramp	Clearance Tree Pruning, Tree Support, & Limb Removal	d. hanger removals	1	\$ 19.43	\$ 19.43
274	BASE TASKS: South Shore Launch Ramp	Clearance Tree Pruning, Tree Support, & Limb Removal	e. broken limb removals	1	\$ 19.43	\$ 19.43
275	BASE TASKS: South Shore Launch Ramp	Mowing (0.51 sq. ft.)	a. mowing	39	\$ 129.55	\$ 5,052.45
276	BASE TASKS: South Shore Launch Ramp	Vertical Mowing	a. vertical mowing	2	\$ 129.55	\$ 259.10
277	BASE TASKS: South Shore Launch Ramp	Aerification	a. deep core & top dress	1	\$ 129.55	\$ 129.55
278	BASE TASKS: South Shore Launch Ramp	Aerification	b. spike/shatter/slice	1	\$ 129.55	\$ 129.55
279	BASE TASKS: South Shore Launch Ramp	Fertilization (Surface Application)	a. turf	4	\$ 32.39	\$ 129.55
280	BASE TASKS: South Shore Launch Ramp	Fertilization (Surface Application)	b. beds	4	\$ 32.39	\$ 129.55
281	BASE TASKS: South Shore Launch Ramp	Raking	a. Shrub beds & hedge rows	26	\$ 19.43	\$ 505.25
282	BASE TASKS: South Shore Launch Ramp	Raking	b. groundcover & planters	26	\$ 19.43	\$ 505.25
283	BASE TASKS: South Shore Launch Ramp	Raking	c. decomposed granite areas & bare areas	12	\$ 19.43	\$ 233.19
284	BASE TASKS: South Shore Launch Ramp	Trash Containers & Refuse Disposal	a. inspected, emptied, cleaned, liners replaced, lids secured, and refuse disposed off-site	730	\$ 25.91	\$ 18,914.30
285	BASE TASKS: South Shore Launch Ramp	Litter & Debris Removal	a. litter and debris removal	365	\$ 19.43	\$ 7,092.86
286	BASE TASKS: South Shore Launch Ramp	Sweeping	a. Hardscapes, parking lots	52	\$ 19.43	\$ 1,010.49
287	BASE TASKS: South Shore Launch Ramp	Washing & Steam Cleaning	a. hardscapes	52	\$ 19.43	\$ 1,010.49
288	BASE TASKS: South Shore Launch Ramp	Washing & Steam Cleaning	e. picnic table pads	52	\$ 19.43	\$ 1,010.49
289	BASE TASKS: South Shore Launch Ramp	Edging	a. turf	39	\$ 19.43	\$ 757.87
290	BASE TASKS: South Shore Launch Ramp	Detailing	a. turf	39	\$ 19.43	\$ 757.87
291	BASE TASKS: South Shore Launch Ramp	Detailing	b. planters	12	\$ 19.43	\$ 233.19
292	BASE TASKS: South Shore Launch Ramp	Shrub Pruning, Hedge Trimming & Planter Maintenance	a. shrub & hedge trimming	12	\$ 19.43	\$ 233.19
293	BASE TASKS: South Shore Launch Ramp	Shrub Pruning, Hedge Trimming & Planter Maintenance	b. planter maintenance (includes banks, medians, etc.)	12	\$ 19.43	\$ 233.19

294	BASE TASKS: South Shore Launch Ramp	Weed Removal-Inspect and remove by hand	a. groundcover	26	\$ 19.43	\$ 505.25
295	BASE TASKS: South Shore Launch Ramp	Weed Removal-Inspect and remove by hand	b. planters	26	\$ 19.43	\$ 505.25
296	BASE TASKS: South Shore Launch Ramp	Weed Removal-Inspect and remove by hand	c. shrub beds and hedge rows	26	\$ 19.43	\$ 505.25
297	BASE TASKS: South Shore Launch Ramp	Weed Removal-Inspect and remove by hand	d. rip-rap (rock seawalls)	12	\$ 19.43	\$ 233.19
298	BASE TASKS: South Shore Launch Ramp	Weed Removal - Chemical Treatments (as needed)	e. groundcover	12	\$ 25.91	\$ 310.92
299	BASE TASKS: South Shore Launch Ramp	Weed Removal - Chemical Treatments (as needed)	f. planters	12	\$ 25.91	\$ 310.92
300	BASE TASKS: South Shore Launch Ramp	Weed Removal - Chemical Treatments (as needed)	g. shrub beds and hedge rows	12	\$ 25.91	\$ 310.92
301	BASE TASKS: South Shore Launch Ramp	Weed Removal - Chemical Treatments (as needed)	h. hardscape areas	12	\$ 25.91	\$ 310.92
302	BASE TASKS: South Shore Launch Ramp	Weed Removal - Chemical Treatments (as needed)	i. roadways & parking lots	12	\$ 25.91	\$ 310.92
303	BASE TASKS: South Shore Launch Ramp	Weed Removal - Chemical Treatments (as needed)	j. rip rap (rock seawalls)	12	\$ 25.91	\$ 310.92
304	BASE TASKS: South Shore Launch Ramp	Irrigation System Management	a. adjust automatic irrigation system	12	\$ 25.91	\$ 310.92
305	BASE TASKS: South Shore Launch Ramp	Irrigation System Management	b. controller cycling & system operational inspections. approximate number of stations: 36.	12	\$ 25.91	\$ 310.92
306	BASE TASKS: South Shore Launch Ramp	Irrigation System Management	c. hand watering shrubs	12	\$ 25.91	\$ 310.92
307	BASE TASKS: South Shore Launch Ramp	Irrigation System Management	d. adjust arcs and clean nozzles of sprinkler heads with 3/4" or larger inlets	12	\$ 25.91	\$ 310.92
308	BASE TASKS: South Shore Launch Ramp	Irrigation System Management	e. clear screens of quick coupling valves, check valves, and sprinkler inlets/screens	12	\$ 25.91	\$ 310.92
309	BASE TASKS: South Shore Launch Ramp	Irrigation System Management	f. replace all PVC nipples and connectors (including fittings) from laterals to heads due to normal wear & damage (except third party)	12	\$ 25.91	\$ 310.92
310	BASE TASKS: South Shore Launch Ramp	Picnic Areas	a. clean and disinfect picnic tables	182	\$ 19.43	\$ 3,536.72
311	BASE TASKS: South Shore Launch Ramp	Drinking Fountains	a. clean & disinfect drinking fountains	365	\$ 19.43	\$ 7,092.86
312	BASE TASKS: South Shore Launch Ramp	Integrated Pest Management	a. completion of inspection procedures & forms	12	\$ 25.91	\$ 310.92
313	BASE TASKS: South Shore Launch Ramp	Integrated Pest Management	b. pest & rodent eradication	6	\$ 25.91	\$ 155.46
314	BASE TASKS: South Shore Launch Ramp	Integrated Pest Management	c. backfill, compact, rake & level excavated materials	26	\$ 25.91	\$ 673.66
			subtotal	\$ 1,444.48	\$ 56,121.06	

315	BASE TASKS: Pike Park	Clearance Tree Pruning, Tree Support, & Limb Removal	a. inspection of trees	12	\$ 19.43	\$ 233.19
316	BASE TASKS: Pike Park	Clearance Tree Pruning, Tree Support, & Limb Removal	b. park areas and roadways (as needed or 4 times per year)	4	\$ 19.43	\$ 77.73
317	BASE TASKS: Pike Park	Clearance Tree Pruning, Tree Support, & Limb Removal	c. signage clearance (as needed or 4 times per year)	4	\$ 19.43	\$ 77.73
318	BASE TASKS: Pike Park	Clearance Tree Pruning, Tree Support, & Limb Removal	d. tree supports (as needed or 4 times a year)	4	\$ 19.43	\$ 77.73
319	BASE TASKS: Pike Park	Clearance Tree Pruning, Tree Support, & Limb Removal	e. hanger removals	1	\$ 19.43	\$ 19.43
320	BASE TASKS: Pike Park	Clearance Tree Pruning, Tree Support, & Limb Removal	f. broken limb removals	1	\$ 19.43	\$ 19.43
321	BASE TASKS: Pike Park	Fertilization (Surface Application)	a. beds	4	\$ 25.91	\$ 103.64
322	BASE TASKS: Pike Park	Fertilization (Surface Application)	b. trees	2	\$ 25.91	\$ 51.82
323	BASE TASKS: Pike Park	Raking	a. shrub beds, groundcover & planters	52	\$ 19.43	\$ 1,010.49
324	BASE TASKS: Pike Park	Raking	b. dog park bark	355	\$ 19.43	\$ 7,092.86
325	BASE TASKS: Pike Park	Trash Containers & Refuse Disposal	a. inspected, emptied, cleaned, liners replaced, lids secured, and refuse disposed of off site	730	\$ 19.43	\$ 14,185.73
326	BASE TASKS: Pike Park	Litter & Debris Removal	a. litter and debris removal	730	\$ 25.91	\$ 18,914.30
327	BASE TASKS: Pike Park	Sweeping	a. landscapes and playground area	355	\$ 25.91	\$ 9,457.15
328	BASE TASKS: Pike Park	Washing & Steam Cleaning	a. landscapes, playground areas and disinfect dog park	156	\$ 25.91	\$ 4,041.96
329	BASE TASKS: Pike Park	Edging	a. planters and walkways	12	\$ 64.78	\$ 777.30
330	BASE TASKS: Pike Park	Detailing	a. planters	52	\$ 64.78	\$ 3,368.30
331	BASE TASKS: Pike Park	Shrub Pruning, Hedge Trimming & Planter Maintenance	a. shrub and hedge trimming	12	\$ 25.91	\$ 310.92
332	BASE TASKS: Pike Park	Shrub Pruning, Hedge Trimming & Planter Maintenance	a. planter maintenance	26	\$ 25.91	\$ 673.66
333	BASE TASKS: Pike Park	Weed Removal - inspect and remove by hand	a. ground cover, planters, shrub beds	52	\$ 25.91	\$ 1,347.32
334	BASE TASKS: Pike Park	Weed Removal - inspect and remove by hand	b. bare areas, playground, dog park	52	\$ 25.91	\$ 1,347.32
335	BASE TASKS: Pike Park	Weed Removal - Chemical Treatments (as needed)	a. ground cover, planters, shrub beds	26	\$ 25.91	\$ 673.66
336	BASE TASKS: Pike Park	Weed Removal - Chemical Treatments (as needed)	b. bare areas, playground, dog park	26	\$ 25.91	\$ 673.66
337	BASE TASKS: Pike Park	Irrigation System Management	a. adjust automatic irrigation system	26	\$ 25.91	\$ 673.66
338	BASE TASKS: Pike Park	Irrigation System Management	b. controller cycling & system operational inspections	26	\$ 25.91	\$ 673.66
339	BASE TASKS: Pike Park	Irrigation System Management	c. clean drip-line valve filters	4	\$ 25.91	\$ 103.64
340	BASE TASKS: Pike Park	Irrigation System Management	d. clear screen of quick coupling valves, check valves, and sprinkler inlets/screens	12	\$ 25.91	\$ 310.92
341	BASE TASKS: Pike Park	Appurtenances	a. handrails, benches, and seating areas	365	\$ 25.91	\$ 9,457.15
342	BASE TASKS: Pike Park	Appurtenances	b. light standards, bollard lights, flag/banner poles and signage	156	\$ 25.91	\$ 4,041.96
343	BASE TASKS: Pike Park	Appurtenances	c. transformers, enclosures, and other appurtenances	156	\$ 25.91	\$ 4,041.96
344	BASE TASKS: Pike Park	Drinking Fountains	a. clean and disinfect drinking fountains	355	\$ 19.43	\$ 7,092.86

345	BASE TASKS: Pier Park	Integrated Pest Management	a. completion of inspection procedures and forms	12	\$ 25.91	\$ 310.92
346	BASE TASKS: Pier Park	Integrated Pest Management	b. pest and rodent eradication	6	\$ 25.91	\$ 155.46
347	BASE TASKS: Pier Park	Integrated Pest Management	c. backfill, compact, rake and level excavated materials	26	\$ 25.91	\$ 673.66
348	BASE TASKS: Pier Park	Disinfect Dog Park	a. remove abandoned feces, hose down bark	365	\$ 19.43	\$ 7,092.86
349	BASE TASKS: Pier Park	Spot Cleaning	a. litter removal, washing, all areas, appurtenances, disinfect dog park	365	\$ 19.43	\$ 7,092.86
					<b>subtotal</b>	<b>\$ 906.85</b>
350	BASE TASKS: Pier J Pedestrian Path	Fertilization (Surface Application)	a. beds	4	\$ 25.91	\$ 103.64
351	BASE TASKS: Pier J Pedestrian Path	Raking	a. shrub beds, groundcover & planters	26	\$ 19.43	\$ 505.25
352	BASE TASKS: Pier J Pedestrian Path	Litter & Debris Removal	a. litter and debris removal	365	\$ 12.96	\$ 4,728.58
353	BASE TASKS: Pier J Pedestrian Path	Trash Containers & Refuse Disposal	a. inspected, emptied, cleaned, liners replaced, lids secured, and refuse disposed of off site	365	\$ 19.43	\$ 7,092.86
354	BASE TASKS: Pier J Pedestrian Path	Sweeping	a. hardscapes/walkways	52	\$ 12.96	\$ 673.66
355	BASE TASKS: Pier J Pedestrian Path	Washing & Steam Cleaning	a. planters/walkways	12	\$ 12.96	\$ 155.46
356	BASE TASKS: Pier J Pedestrian Path	Edging	a. planters	26	\$ 12.96	\$ 336.83
357	BASE TASKS: Pier J Pedestrian Path	Detailed	a. planters/groundcover	26	\$ 19.43	\$ 505.25
358	BASE TASKS: Pier J Pedestrian Path	Weed Removal - inspect and remove by hand	b. hardscapes/walkways	26	\$ 19.43	\$ 505.25
359	BASE TASKS: Pier J Pedestrian Path	Weed Removal - inspect and remove by hand	a. planters/groundcover	26	\$ 19.43	\$ 505.25
360	BASE TASKS: Pier J Pedestrian Path	Weed Removal - Chemical Treatments (as needed)	b. hardscapes/walkways	26	\$ 19.43	\$ 505.25
361	BASE TASKS: Pier J Pedestrian Path	Weed Removal - Chemical Treatments (as needed)	a. adjust automatic irrigation system	26	\$ 25.91	\$ 673.66
362	BASE TASKS: Pier J Pedestrian Path	Irrigation System Management	b. controller cycling, & system operational inspections	26	\$ 25.91	\$ 673.66
363	BASE TASKS: Pier J Pedestrian Path	Irrigation System Management	c. clean drip line filters	4	\$ 25.91	\$ 103.64
364	BASE TASKS: Pier J Pedestrian Path	Irrigation System Management	d. clear screen of quick coupling valves, check valves, and sprinkler inlets/screens	12	\$ 25.91	\$ 310.92
365	BASE TASKS: Pier J Pedestrian Path	Irrigation System Management	a. light standards, bollard lights, flag/banner poles and signage	52	\$ 19.43	\$ 1,010.49
366	BASE TASKS: Pier J Pedestrian Path	Appurtenances	b. transformers, enclosures and other appurtenances	52	\$ 5.91	\$ 307.32
367	BASE TASKS: Pier J Pedestrian Path	Appurtenances	a. completion of inspection procedures and forms	12	\$ 19.43	\$ 233.19
368	BASE TASKS: Pier J Pedestrian Path	Integrated Pest Management	b. pest and rodent eradication	6	\$ 25.91	\$ 155.46
369	BASE TASKS: Pier J Pedestrian Path	Integrated Pest Management	c. backfill, compact, rake and level excavated materials	26	\$ 19.43	\$ 505.25
370	BASE TASKS: Pier J Pedestrian Path	Integrated Pest Management				
371	BASE TASKS: Pier J Pedestrian Path	Spot Cleaning	a. litter removal, washing, all areas, appurtenances	365	\$ 19.43	\$ 7,092.86
372	BASE TASKS: Alamitos Concessions & Playground	Clearance Tree Pruning, Tree Support, & Limb Removal	a. inspection of trees	12	\$ 19.43	\$ 233.19
373	BASE TASKS: Alamitos Concessions & Playground	Clearance Tree Pruning, Tree Support, & Limb Removal	b. park areas and roadways	4	\$ 19.43	\$ 77.73

374	BASE TASKS: Alamitos Concessions & Playground	Clearance Tree Pruning, Tree Support, & Limb Removal	c. signage clearance (as needed or 4 times per year)	4	\$ 19.43	\$ 77.73
375	BASE TASKS: Alamitos Concessions & Playground	Clearance Tree Pruning, Tree Support, & Limb Removal	d. tree supports (as needed or 4 times a year)	4	\$ 19.43	\$ 77.73
376	BASE TASKS: Alamitos Concessions & Playground	Clearance Tree Pruning, Tree Support, & Limb Removal	e. hanger removals	1	\$ 19.43	\$ 19.43
377	BASE TASKS: Alamitos Concessions & Playground	Clearance Tree Pruning, Tree Support, & Limb Removal	f. broken limb removals	1	\$ 19.43	\$ 19.43
378	BASE TASKS: Alamitos Concessions & Playground	Fertilization (Surface Application)	a. beds	4	\$ 25.91	\$ 103.64
379	BASE TASKS: Alamitos Concessions & Playground	Fertilization (Surface Application)	b. trees	4	\$ 25.91	\$ 103.64
380	BASE TASKS: Alamitos Concessions & Playground	Raking	a. playground sand	156	\$ 19.43	\$ 3,031.47
381	BASE TASKS: Alamitos Concessions & Playground	Trash Containers & Refuse Disposal	a. inspected, emptied, cleaned, liners replaced, lids secured, and refuse disposed of off site	1,095	\$ 19.43	\$ 21,278.59
382	BASE TASKS: Alamitos Concessions & Playground	Litter & Debris Removal	a. litter and debris removal	1,095	\$ 12.96	\$ 14,185.73
383	BASE TASKS: Alamitos Concessions & Playground	Sweeping	a. parking lots	52	\$ 12.96	\$ 673.66
384	BASE TASKS: Alamitos Concessions & Playground	Sweeping	b. hardscapes, showers, facilities, play area	365	\$ 12.96	\$ 4,728.58
385	BASE TASKS: Alamitos Concessions & Playground	Washing & Steam Cleaning	a. hardscapes, showers, facilities, play area	156	\$ 19.43	\$ 3,031.47
386	BASE TASKS: Alamitos Concessions & Playground	Washing & Steam Cleaning	b. picnic tables, benches	156	\$ 19.43	\$ 3,031.47
387	BASE TASKS: Alamitos Concessions & Playground	Detailed	a. planters	52	\$ 19.43	\$ 1,010.49
388	BASE TASKS: Alamitos Concessions & Playground	Shrub Pruning, Hedge Trimming & Planter Maintenance	a. planter maintenance	12	\$ 19.43	\$ 233.19
389	BASE TASKS: Alamitos Concessions & Playground	Weed Removal - Inspect and remove by hand	a. planters	52	\$ 19.43	\$ 1,010.49
390	BASE TASKS: Alamitos Concessions & Playground	Weed Removal - inspect and remove by hand	a. bare areas, hardscapes, showers, facilities, play area	52	\$ 19.43	\$ 1,010.49
391	BASE TASKS: Alamitos Concessions & Playground	Weed Removal - Chemical Treatments (as needed)	a. planters	12	\$ 25.91	\$ 310.92
392	BASE TASKS: Alamitos Concessions & Playground	Weed Removal - Chemical Treatments (as needed)	b. bare areas, hardscapes, showers, facilities, play area	12	\$ 25.91	\$ 310.92
393	BASE TASKS: Alamitos Concessions & Playground	Irrigation System Management	a. adjust automatic irrigation system	26	\$ 25.91	\$ 673.66

394	BASE TASKS: Alamitos Concessions & Playground	Irrigation System Management	b. controller cycling & system operational inspections	26	\$ 25.91	\$ 673.66
395	BASE TASKS: Alamitos Concessions & Playground	Irrigation System Management	c. clean drip line filters	4	\$ 25.91	\$ 103.64
396	BASE TASKS: Alamitos Concessions & Playground	Irrigation System Management	d. clear screen of quick coupling valves, check valves, and sprinkler inlets/screens	12	\$ 25.91	\$ 310.92
397	BASE TASKS: Alamitos Concessions & Playground	Appurtenances	a. handrails, benches, and seating areas	365	\$ 19.43	\$ 7,092.86
398	BASE TASKS: Alamitos Concessions & Playground	Appurtenances	b. light standards, bollard lights, flag/banner poles and signage	156	\$ 19.43	\$ 3,031.47
399	BASE TASKS: Alamitos Concessions & Playground	Appurtenances	c. transformers, enclosures, and other appurtenances	156	\$ 19.43	\$ 3,031.47
400	BASE TASKS: Alamitos Concessions & Playground	Drinking Fountains	a. clean and disinfect drinking fountains	365	\$ 12.96	\$ 4,728.58
401	BASE TASKS: Alamitos Concessions & Playground	Spot Cleaning	a. litter removal, washing, facilities, appurtenances, benches and seating areas	365	\$ 19.43	\$ 7,092.86
402	BID ALTERNATE: SPECIALTY FUNCTIONS	Inhibiting Growth of Vegetation: Treatment to Set Fruit	a. Growth retardant treatment of turf. Per acre.	1	\$ 885.00	\$ 885.00
403	BID ALTERNATE: SPECIALTY FUNCTIONS	Inhibiting Growth of Vegetation: Treatment to Set Fruit	b. Growth retardant treatment of hedges. Per 100ft.	1	\$ 165.00	\$ 165.00
404	BID ALTERNATE: SPECIALTY FUNCTIONS	Inhibiting Growth of Vegetation: Treatment to Set Fruit	c. Growth retardant treatment. Per shrub.	1	\$ 22.00	\$ 22.00
405	BID ALTERNATE: SPECIALTY FUNCTIONS	Inhibiting Growth of Vegetation: Treatment to Set Fruit	d. Fruit set control program of trees. Per tree.	1	\$ 165.00	\$ 165.00
406	BID ALTERNATE: SPECIALTY FUNCTIONS	Inoculation, Remineralizations, Adjuvant Applications	a. Adjuvant application, soil bacteria inoculation or remineralization. Per 1,000 sq. ft.	1	\$ 24.00	\$ 24.00
407	BID ALTERNATE: SPECIALTY FUNCTIONS	Installation of Plant Materials/Plantings	a. For purposes of the bid please assume that 1,000 sq. ft. is to be planted with groundcover plants, two feed on center. Per 1,000 sq. ft.	1	\$ 282.00	\$ 282.00
408	BID ALTERNATE: SPECIALTY FUNCTIONS	Turf Renovation	a. Turf renovation. Per acre.	1	\$ 4,356.00	\$ 4,356.00
409	BID ALTERNATE: SPECIALTY FUNCTIONS	Turf Overseeding/Sodding/Restoration of Bare Areas	a. Turf Overseeding/Sodding/Restoration of Bare Areas. Per 1,000 sq. ft.	1	\$ 180.00	\$ 180.00
410	BID ALTERNATE: SPECIALTY FUNCTIONS	Repair/Replacement of Quick Couplers	a. Repair. Cost per unit.	1	\$ 150.00	\$ 150.00
411	BID ALTERNATE: SPECIALTY FUNCTIONS	Repair/Replacement of Quick Couplers	b. Replace with new unit. Cost per unit.	1	\$ 265.00	\$ 265.00
412	BID ALTERNATE: SPECIALTY FUNCTIONS	Repair/Replacement of Quick Couplers	c. Replace with City Unit. Cost per unit.	1	\$ 150.00	\$ 150.00
413	BID ALTERNATE: SPECIALTY FUNCTIONS	Decomposed Granite	a. Decomposed Granite. Per sq. ft.	1	\$ 9.00	\$ 9.00

414	BID ALTERNATE: SPECIALTY FUNCTIONS	Additional Miscellaneous Work	a. General Labor (unskilled). Cost per hour.	1	\$	35.00	\$	35.00
415	BID ALTERNATE: SPECIALTY FUNCTIONS	Additional Miscellaneous Work	b. General Labor (skilled). Cost per hour.	1	\$	45.00	\$	45.00
416	BID ALTERNATE: SPECIALTY FUNCTIONS	Additional Miscellaneous Work	c. General Labor (after business hours or emergency work). Cost per hour.	1	\$	70.00	\$	70.00
417	BID ALTERNATE: SPECIALTY FUNCTIONS	Additional Miscellaneous Work	d. Minimum Service: eight (80) hours per week. Cost for 80 hours/wk.	1	\$	3,600.00	\$	3,600.00
418	BID ALTERNATE: SPECIALTY FUNCTIONS	Additional Miscellaneous Work	e. Medium Service: one-hundred (100) hours per week. Cost for 100 hours/wk.	1	\$	4,500.00	\$	4,500.00
419	BID ALTERNATE: SPECIALTY FUNCTIONS	Additional Miscellaneous Work	f. Maximum Service: one-hundred and twenty hours per week. Cost for 120 hours/wk.	1	\$	5,400.00	\$	5,400.00
420	BID ALTERNATE: SPECIALTY FUNCTIONS	Additional Miscellaneous Work	g. Irrigation Repair Specialist. Cost per hour.	1	\$	75.00	\$	75.00
421	BID ALTERNATE: SPECIALTY FUNCTIONS	Additional Miscellaneous Work	h. Certified Pesticide Applicator. Cost per hour.	1	\$	65.00	\$	65.00
422	BID ALTERNATE: SPECIALTY FUNCTIONS	Overhead Cost for Materials	a. Functions (enter percentage e.g. 10% is entered as 0.10). Total.	1	\$	0.10	\$	0.10
423				subtotal	\$	20,443.10	\$	20,443.10
				TOTAL	\$	657,888.71		

# EXHIBIT “E”

City’s Representative(s):

Cory Forrester, Superintendent of Beach  
Maintenance

(562) 570-8918

[Cory.Forrester@longbeach.gov](mailto:Cory.Forrester@longbeach.gov)

# EXHIBIT “F”

Materials/Information Furnished: None

# EXHIBIT “G”

Contractor's Key Employee(s):

David L. Melito, President

(818) 253-5689

[dmelito@parkwoodlandscape.com](mailto:dmelito@parkwoodlandscape.com)

Performance Bond  
No. 57BSBHT6564

**PERFORMANCE BOND**  
(Bond for Faithful Performance)

Premium: \$13, 618.00 annually

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to PARKWOOD LANDSCAPE MAINTENANCE, INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows:

Queens Way Bay Landscape Services, as described in Request for Proposals No. PR19-122.

WHEREAS, the Principal is about to enter into a Contract with Obligee for performance of the Work, which Contract, and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, the Principal is required to furnish a bond guaranteeing the prompt, full and faithful performance of its obligations under the Contract Documents concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Hartford Fire Insurance Company, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of Seven Hundred Fifty Six Thousand Five Hundred Seventy Two Dollars (\$756,572) lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as said Contract Documents may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, as they may be amended and supplemented including, but not limited to, its liability for liquidated damages for delay, all warranties or guarantees required thereunder and indemnity obligations; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

Whenever the Principal shall be, and is declared by the Obligee to be in default under the Contract, which shall include without limitation, any breach or default of the Contract Documents, then, after written notice from the Obligee to the Surety, as provided for below, the Surety shall either remedy the default or breach by the Principal or shall promptly and faithfully take charge of the Work of and complete the Work in accordance with the requirements of the Contract Documents with a contractor other than the Principal at its own expense and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price including other costs and damages for which the surety may be liable hereunder; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

Within fifteen (15) days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act, and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligee upon completion of the cure or remedy of the Principal's default(s) of its performance of the Construction Contract.

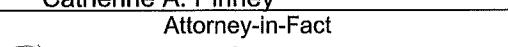
If the Surety does issue its Notice of Election and does not proceed to cure or remedy the Principal's default(s) of its performance of the Work with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

FURTHER, Principal and Surety agree that if Obligee is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained herein shall survive the final completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal which survive such final completion.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 29th day of May \_\_\_\_\_, 2020.

Hartford Fire Insurance Company  
\_\_\_\_\_  
Surety Name  
By: see below \_\_\_\_\_  
Signature  
Name: Catherine A. Pinney \_\_\_\_\_  
Printed Name  
Title: Attorney in Fact \_\_\_\_\_  
Address: 101 Montgomery Ste Ste 2700  
San Francisco, CA 94104  
Telephone: 415-836-4815  
  
Catherine A. Pinney  
Attorney-in-Fact  
  
  
\_\_\_\_\_  
Signature

**PARKWOOD LANDSCAPE MAINTENANCE, INC., a  
California corporation**

By: *David Melito* Signature  
Name: *DAVID MELITO* Printed Name  
Title: *PRESIDENT*

By: \_\_\_\_\_ Signature  
Name: \_\_\_\_\_ Printed Name  
Title: \_\_\_\_\_

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

Approved as to form.

Approved as to sufficiency.

Approved as to form.

CHARLES PARKIN, City Attorney

By: \_\_\_\_\_ Deputy City Attorney

CITY OF LONG BEACH, a municipal corporation  
By: Rebecca L. Garner  
City Manager/City Engineer

**NOTE:**

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.

2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

\*AND PROVIDED FURTHER, HOWEVER, that this bond covers only a term beginning July 1, 2020, and ending July 1, 2021, regardless of the number of years the aforesaid contract shall cover or be in force, and notwithstanding anything in the aforesaid contract to the contrary. Such term may be continued from year to year by the issuance of a continuation certificate executed by the Surety. If such term is so continued, the liability of the Surety for each successive term shall not be cumulative, but rather, the liability of the Surety shall be limited to the penal amount of this bond for the entire period of time which such bond may be in effect pursuant to such continuation certificates. Failure of Principal to post renewal bond(s) shall not constitute a default under the expiring bond.

AND PROVIDED FURTHER, that by acceptance of the bond, City of Long Beach as Obligee, hereby acknowledges the one year term of the bond and the non-cumulative nature of Surety's liability as set forth in the preceding paragraph.

Page 2 of 2

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Sonoma )

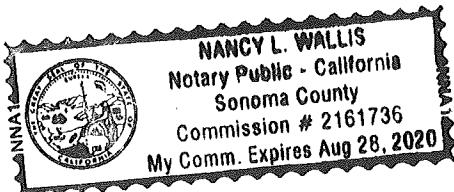
On May 29 2020 before me, Nancy L. Wallis, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Catherine A. Pinney  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Nancy Wallis  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

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

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

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

*A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

State of *California*

County of *Los Angeles*

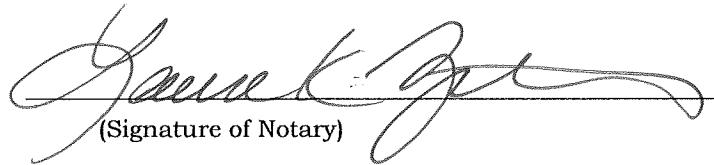
On June 8, 2020 before me, Laura K. Zierhut, Notary Public,

Personally appeared David L. Melito,

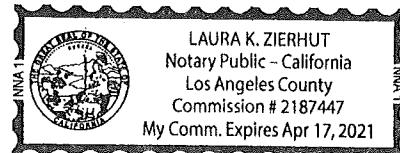
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.



(Signature of Notary)



(Notary Seal)



## DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

Performance Bond – Queens Way Bay Landscape Services

Number of Pages 2 Document Date 5/29/20

# POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SVCS NATIONAL INC  
Agency Code: 57-141110

Direct Inquiries/Claims to:  
THE HARTFORD  
BOND, T-12  
One Hartford Plaza  
Hartford, Connecticut 06155  
Bond.Claims@thehartford.com  
call: 888-266-3488 or fax: 860-757-5835

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint,  
**up to the amount of** Unlimited :

Natalie Ann Horder, Stacy M. Clinton, Nancy L. Wallis, K. Dixon Wright, Tammy Carpenter, Catherine A. Pinney, Kenneth A. Keeney, Lacey Torkelson Smith, Mark Stokes of PETALUMA, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT  
ss. Hartford  
COUNTY OF HARTFORD

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Kathleen T. Maynard

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 29, 2020

Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President

**PAYMENT BOND  
(Labor and Material Bond)**

Premium: Included in that of Performance Bond

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to **PARKWOOD LANDSCAPE MAINTENANCE, INC., a California corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows:

**Queens Way Bay Landscape Services**, as described in Request for Proposals No. PR19-122.

WHEREAS, the Principal is about to enter into a Contract with the Obligee for the performance of the Work, which Contract and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, by the terms of said Contract Documents, as well as Civil Code Sections 9550 and 9554, Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used or reasonably required for use in the performance of the Work of the Project;

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Hartford Fire Insurance Company admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of **Seven Hundred Fifty Six Thousand Five Hundred Seventy Two Dollars (\$756,572)** lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, shall fail to pay any of the persons named in Civil Code Section 9100 ("Claimants"), for all labor, materials or services used or reasonably required for use in performance of the Work of the Project, or for any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such Claimant on the Project, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

If suit is brought upon this bond, the said Surety will pay reasonable attorney's fees to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or the assigns in any suit brought upon this bond.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

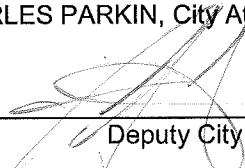
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 29th day of May, 2020.

Hartford Fire Insurance Company  
\_\_\_\_\_  
Surety Name  
By: See Below  
\_\_\_\_\_  
Signature  
Name: Catherine A. Pinney  
\_\_\_\_\_  
Printed Name  
Title: Attorney in Fact  
\_\_\_\_\_  
Address: 101 Montgomery St. Ste 2700  
San Francisco, CA 94104  
\_\_\_\_\_  
Telephone: 415-836-4815  
\_\_\_\_\_  
Catherine A. Pinney  
\_\_\_\_\_  
Attorney-in-Fact  
  
\_\_\_\_\_  
Signature

PARKWOOD LANDSCAPE MAINTENANCE,  
INC., a California corporation  
\_\_\_\_\_  
By: David Melito  
\_\_\_\_\_  
Signature  
Name: David Melito  
\_\_\_\_\_  
Printed Name  
Title: PRESIDENT  
\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name  
Title: \_\_\_\_\_

Approved as to form.

CHARLES PARKIN, City Attorney

By:   
\_\_\_\_\_  
Deputy City Attorney

NOTE:

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before Notary Public and Notary's certificate of each acknowledgment must be attached.
2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

EXECUTED PURSUANT  
TO SECTION 304 OF  
THE CITY CHARTER

\*AND PROVIDED FURTHER, HOWEVER, that this bond covers only a term beginning July 1, 2020, and ending July 1, 2021, regardless of the number of years the aforesaid contract shall cover or be in force, and notwithstanding anything in the aforesaid contract to the contrary. Such term may be continued from year to year by the issuance of a continuation certificate executed by the Surety. If such term is so continued, the liability of the Surety for each successive term shall not be cumulative, but rather, the liability of the Surety shall be limited to the penal amount of this bond for the entire period of time which such bond may be in effect pursuant to such continuation certificates. Failure of Principal to post renewal bond(s) shall not constitute a default under the expiring bond. AND PROVIDED FURTHER, that by acceptance of the bond, City of Long Beach as Obligee, hereby acknowledges the one year term of the bond and the non-cumulative nature of Surety's liability as set forth in the preceding paragraph.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Sonoma )

On May 29, 2020 before me, Nancy L. Wallis, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Catherine A. Pinney

Name(s) of Signer(s)

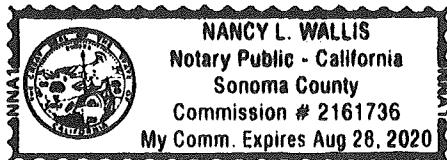
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

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

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

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

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

*A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

State of *California*

County of *Los Angeles*

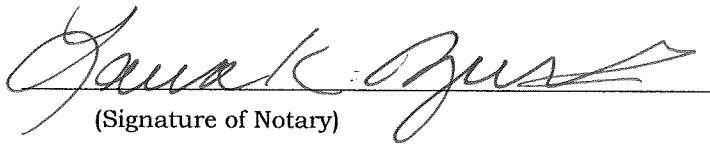
On June 8, 2020 before me, Laura K. Zierhut, Notary Public,

Personally appeared David L. Melito,

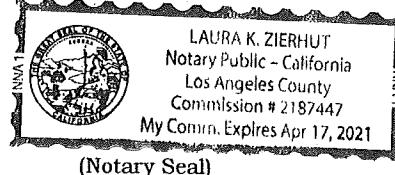
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.



(Signature of Notary)



## DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

Payment Bond – Queens Way Bay Landscape Services

Number of Pages 2 Document Date 5/29/20

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SVCS NATIONAL INC  
Agency Code: 57-141110

**Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut

**Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana

**Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut

**Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut

**Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana

**Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois

**Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

**Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Natalie Ann Horder, Stacy M. Clinton, Nancy L. Wallis, K. Dixon Wright, Tammy Carpenter, Catherine A. Pinney, Kenneth A. Keeney, Lacey Torkelson Smith, Mark Stokes of PETALUMA, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

} ss. Hartford

COUNTY OF HARTFORD

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 29, 2020

Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President