

BID NUMBER PA-01107

TO: CITY OF LONG BEACH
CITY MANAGER
ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID
QUEENSWAY BAY LANDSCAPE
MAINTENANCE

CONTRACT NO. 29936

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

BIDDER MUST COMPLETE AND SIGN BELOW:

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

EXECUTED AT: Ontario California ON THE 28th DAY OF December, 2006
CITY STATE MONTH

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

STREET ADDRESS: 1027 E Acacia Street CITY: Ontario STATE: CA ZIP: 91761

PHONE: (800) 794-0063 or (909) 673-0889 FAX: (909) 673-9192

SI Aurora Farias President
(SIGNATURE) (TITLE)

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

SI Rosa M Lopez Vice President/Chief Financial Officer
(SIGNATURE) (TITLE)

Rosa M Lopez rosa@aztecalandscape.com
(PRINT NAME) (EMAIL ADDRESS)

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

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

THE CITY OF LONG BEACH

BY [Signature]
Director of Financial Management

2/2/07
Date

APPROVED AS TO FORM

1/25, 2007
ROBERT E. SHANNON
CITY ATTORNEY

[Signature]
Deputy

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

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

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

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

OPTIONAL

Ethnic (Check one):

Black Asian Other Non-white
 Hispanic American Indian Caucasian

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

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

Is the firm certified as a Disadvantaged Business: Yes No

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

Yes No

Name of certifying agency: County of Los Angeles, Office of Affirmative Action Compliance - See attached

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

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

BID NUMBER PA-01107

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

On _____ Before me, _____
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared _____
NAME(S) OF SIGNER(S)

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
 - CORPORATE OFFICER
- _____
TITLE(S)
- PARTNER(S) LIMITED GENERAL
 - ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER:
- _____

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

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

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

8. PAYMENT:

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

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

9. SAFETY APPROVAL:

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

INSTRUCTIONS TO BIDDERS

10. PUBLIC WORK AND PREVAILING WAGES:

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

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

11. RIGHT TO REJECT:

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

12. SAMPLES:

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

13. PRICES:

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

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

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

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

SUBCONTRACTORS

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

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

Company Name: NONE

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

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

Certified by: _____
Valid thru: _____
Dollar value of participation: \$ _____

15. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

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

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

BID DUE DATE: Thursday, December 28, 2006
TIME: 11:00 am

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

- A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

<u>KARIE WEBBER</u>	<u>562-570-6200</u>
BUYER	TELEPHONE NUMBER
- B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

<u>CHRISTINE SANBURG</u>	<u>562-570-8918</u>
DEPARTMENT CONTACT	TELEPHONE NUMBER

16. BID OPENING PROCEDURES:

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

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

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

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

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

INSTRUCTIONS TO BIDDERS

17. INTER-AGENCY PARTICIPATION:

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

YES x NO

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

18. AMERICANS WITH DISABILITIES ACT:

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

CONTRACT - GENERAL CONDITIONS

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

CONTRACT - GENERAL CONDITIONS

15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

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

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Eugenie Fong at 562-570-5023 for assistance with the form.

CONTRACT - GENERAL CONDITIONS

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

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

- A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
- B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.
- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

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

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

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

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

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

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

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

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

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

CONTRACT - GENERAL CONDITIONS

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

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

SUPPLEMENTAL CONDITIONS

MANDATORY PRE-BID CONFERENCE AND SITE VISITS

A Mandatory Pre-Bid Conference and Site Visit shall be held for the purpose of answering questions. **No bid will be accepted from a bidder who fails to attend the Pre-Bid Conference and Site Visit as scheduled. Bidders shall be required to sign-in at the Pre-Bid Conference and at each site.**

MANDATORY PRE-BID CONFERENCE SCHEDULE

Time: 10:30am
Date: Friday, December 15, 2006
Location: Heartwell Golf Course, Jr. Golf Building, 6730 E. Carson St.

MANDATORY SITE VISIT SCHEDULE

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

It shall be the bidder's responsibility to attend the Site Visit as scheduled below. Though not all sites are scheduled below, it will be the bidder's responsibility to examine each site that the bidder intends to bid on. Facility visits must be completed before submitting bid. Bidders shall be deemed to accept the conditions and necessary work at any site for which they submit a bid.

The **Site Visits** will begin immediately following the mandatory **Pre-Bid Conference**.

Time: 1:00pm
Meet at: TBA

SITE INSPECTIONS

Bidders shall examine the locations, physical conditions and surroundings of the proposed work sites to determine the extent to which these factors will influence or effect performance of work. Failure to inspect sites shall not relieve Contractor from fulfilling the obligations of the Contract. The City shall assume that bidders have investigated and are satisfied with the expected conditions, quality of the work to be performed, and the requirements of these specifications.

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

SUPPLEMENTAL CONDITIONS

1.0 ADDENDUM

Bidders shall check the purchasing web page at www.longbeach.gov/purchasing or contact the assigned buyer three (3) days prior to the bid closing date to inquire about and include any addendums incorporated into this bid. Failure to include the addendum(s) with the bid will cause the bid to be rejected.

2.0 CONTRACT PERIOD

The contract period is twelve months from date of award or from the expiration of the current contract whichever is earlier. This Contract may be extended by mutual agreement for up to three additional periods of one year, each in accordance with terms and conditions stated herein. It is agreed that, if the City intends to exercise its extension option for the three additional one-year periods, the City shall so notify the Contractor 130 days prior to the expiration date.

The City will meet with the Contractor annually to determine if cost increases will be allowed after the first year. If the City agrees to a cost increase, it will not be more than the annual change in the Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County, CA Area published by the Bureau of Labor Statistics of the U.S. Department of Labor. The City reserves the rights to accept or reject any price increases, and cancel the renewal notice if the price increases are not acceptable.

No price increases will be allowed during the first twelve-month contract period.

3.0 FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished by an amendment to the Contract approved by the City Council and executed by the Contractor and the City.

4.0 BASIS OF AWARD OF CONTRACT

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

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

Award may be made to different Contractors for all items for the sections listed below, or on an "all or none" basis to one Contractor. Bidder must quote on all items within each section, or the bid for that section will be deemed not responsive.

SUPPLEMENTAL CONDITIONS

4.0 BASIS OF AWARD OF CONTRACT (continued)

SECTION A – RAINBOW HARBOR, GROUNDS
SECTION B – RAINBOW HARBOR, ESPLANADES
SECTION C – RAINBOW LAGOON
SECTION D – AQUARIUM OF THE PACIFIC
SECTION E – SHORELINE MARINA
SECTION F – GOLDEN SHORE
SECTION G – STREET LANDSCAPING
SECTION H – SOUTH SHORE LAUNCH RAMP
SECTION I – QUEEN MARY EVENTS PARK
SECTION J - SPECIALTY FUNCTIONS

In case of error in extension of unit prices, unit price shall govern. Quantities will not be considered in making this award. The award will be based on the unit prices given.

SUPPLEMENTAL CONDITIONS

5.0 BOND PROVISIONS

5.1 BID BOND

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

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

Check One: () Bid Bond is attached

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

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

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

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

5.2 FAITHFUL PERFORMANCE BOND

Contractor shall submit a Faithful Performance Bond to the City Purchasing Agent, Long Beach City Hall, 333 West Ocean Blvd., Plaza Level, Long Beach, California 90802. The amount of the bond shall be **(Contractor shall complete)** \$ _____ **(which is 50% of the annual Contract amount)** and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above).

5.3 NOTARIAL ACKNOWLEDGMENTS REQUIRED WITH BONDS

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

SUPPLEMENTAL CONDITIONS

SUPPLEMENTAL INFORMATION

6.0 REFERENCES AND QUALIFICATION REQUIREMENTS

Each bidder shall be fully qualified by ability, knowledge and experience to satisfactorily perform the work required in these specifications, and shall be engaged in the business of providing landscape maintenance services by the use of its own trained and qualified employees and equipment, material, and supplies, except as specified in these specifications. Contractor shall be fully licensed to perform the services required under this Contract. Bidder must present evidence indicative of its ability to finance, provide, and sustain the specified landscape maintenance services to the satisfaction of the City. Failure to include any of the following information as requested below may cause bid to be deemed non-responsive if the City has no recent experience with Bidder.

6.1 REFERENCES

- 6.1.1 Client References - Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom bidder has provided similar services. The City intends to contact these customers to determine Bidder's reliability, performance, service and other information.
- 6.1.2 Credit References - Bidder shall furnish a minimum of five (5) credit or financial references giving names, street addresses and telephone numbers in each instance.

6.2 GENERAL BUSINESS STATEMENT

Bidder shall furnish a statement of all of the important business activities of bidder's major business. This statement should emphasize the required minimum of two (2) consecutive years of recent experience in the provision of the specified maintenance services at similar sized facilities and areas (or gross acreage equal to or greater than) with similar service levels as those required for this Contract. Bidder shall guarantee that the actual on-site supervisor or foreman shall possess this experience.

6.3 FINANCIAL STATEMENT

Bidder shall furnish the most recent and complete financial statement of bidder's current assets, liabilities and net worth.

6.4 WORK HISTORY

In addition to Client References in Paragraph 6.1.1, Bidder shall list all contracts canceled or not extended within the last three (3) years, giving reason for cancellation or reason contract was not extended. Give names, street addresses and telephone numbers in each instance.

SUPPLEMENTAL CONDITIONS

SUPPLEMENTAL INFORMATION (continued)

6.0 REFERENCES AND QUALIFICATION REQUIREMENTS (continued)

6.5 PROOF OF INSURABILITY

Bidder shall furnish a letter of commitment from an insurance company, acceptable to the City, setting forth that adequate insurance coverage (as further described in the General Conditions hereof) will be available at the time of award of Contract. Letters of intent from insurance brokers will not be considered acceptable substitutes.

6.6 EMPLOYEES AND SUBCONTRACTORS

Bidder shall specify the number of current full-time and part-time employees and subcontractors.

7.0 REQUIREMENT FOR SUPPLEMENTAL INFORMATION

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

8.0 LICENSES

8.1 C27 LANDSCAPE CONTRACTOR LICENSE

The Contractor's State License Board for the State of California has determined in writing that a C27 Landscape Contractor License is required to provide the services in these specifications. Each bidder shall hold a valid C27 Landscape Contractor License and any other required permits or licenses at the time the bid is submitted.

8.2 QUALIFIED APPLICATOR CERTIFICATE

A Qualified Applicator's Certificate in categories A, B, C, D, and F may be required to provide services in these specifications.

8.3 AGRICULTURAL PEST CONTROL BUSINESS LICENSE

The Los Angeles County Agricultural Commissioner has advised the City that an Agricultural Pest Control Business License is required for applying chemicals during the landscape maintenance operation. Each bidder (Owner, a Partner or an Officer of the Corporation) shall have a valid Agricultural Pest Control Business License to bid on areas requiring this service. Bidder must possess this license when bid is submitted.

SUPPLEMENTAL CONDITIONS

SUPPLEMENTAL INFORMATION (continued)

8.0 LICENSES (continued)

8.4 PEST CONTROL ADVISOR LICENSE

Each bidder shall state how it will comply with the Pest Control Advisor requirements of the California Food and Agriculture Code.

8.5 CITY OF LONG BEACH BUSINESS LICENSE

Contractor must obtain prior to commencement of work, and maintain in effect during the term of the Contract, a valid City of Long Beach Business License, a copy of which must be submitted with Contractor's insurance certificates.

8.6 REQUIREMENTS OF CALTRANS

When working in 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.

8.7 LICENSE CERTIFICATION

A copy of each valid license/permit listed below, must be submitted with this bid package. Contractor's valid License/Permit Numbers are:

<u>LICENSE</u>	<u>LICENSE NUMBER</u>	<u>EXPIRATION DATE</u>
1. C27 Landscaping Contractor License	417003	01/31/2007
2. Qualified Applicator's License Categories: A, B, C, D, & F Name of License holder:	Marco A Ortiz QL 36390 BCF Nick Alvarado QL 36486 (Use additional sheets, if necessary)	12/31/2008 12/31/2006
3. Pest Control Business License	01510 00000	12/31/2008
4. Pest Control Advisor License Categories: D & E Name of License holder:	AA06179 Richard C Records	12/31/2007
5. Los Angeles County Agricultural Commissioner's Registration Permit	6010071	12/31/2006

SUPPLEMENTAL CONDITIONS

9.0 AMENDMENT AND SUPPLEMENTS TO INSURANCE

9.1 AMENDMENT TO INSURANCE

Item #29, page 9, "Contract - General Conditions", is amended to include work performed on **and off** City property, and those General Conditions shall apply to this Contract.

9.2 SUPPLEMENTS TO INSURANCE

Item #29, page 9, "Contract - General Conditions", is **supplemented** with the following:

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

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

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

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

SPECIFICATIONS

10.0 SCOPE OF WORK

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

11.0 PAYMENT FOR SERVICES

The Contractor shall submit original invoice and two (2) copies to the City of Long Beach Accounts Payable and one (1) copy to each City Representative(s) of a facility or sections of facilities. Said invoice shall include all required certifications and reports as specified herein.

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

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

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

12.0 BLANKET PURCHASE ORDER (BPO) / AUTHORIZED PERSONNEL

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

SPECIFICATIONS

13.0 PAYMENT DEDUCTIONS / CONTRACTOR'S NON-COMPLIANCE

Payments shall be made for monthly services completed in accordance with tasks identified in each "Bid Section" hereof for each City facility. No payments shall be made for **non-performance of services.**

If, in the judgment of the City, Contractor is in default, the City at its option, in addition to, or in lieu of, other remedies provided herein, may withhold payment or deduct from Contractor's invoice for work not performed. The City will give notice describing deficient work or work not performed and the amount to be withheld or deducted from payments.

For tasks that are **infrequent** (periodic, seasonal, cyclical, or monthly), if City determines that they are deficiently performed (including the failure to meet "Management and Supervision" specifications), incompletely performed, or not performed at the appropriate time (all in City's sole discretion), City will give notice to the Contractor to correct the deficiency, complete the performance, or perform within a time stated in the notice. If Contractor fails to correct deficiencies within that time, the City may: (a) deduct from Contractor's payment a sum attributable to the deficiency; or (b) upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, City may correct the deficiencies and the costs incurred by completion of the work by an alternate source, whether it be City forces or another contractor, will be deducted from the payment to the Contractor from the City, as determined by the City. **A minimum sum of \$100.00 will be deducted for each deficiency.** This applies to all bid items, even if the cost of the bid item is \$0.00.

For tasks which must be **regularly** (daily, twice a week or weekly) performed, if the City determines that the Contractor has deficiently performed (including the failure to meet "Management and Supervision" specifications), incompletely performed, or not performed at the appropriate time (all in City's sole discretion) one or more of the tasks in a specified task set, the City will deduct from the Contractor's payment the bid price for the task set, or a **minimum of \$100.00** for each task set, for each frequency, whichever is greater. This applies to all bid items even if the cost of the bid item is \$0.00.

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

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

SPECIFICATIONS

14.0 DEFAULT BY CONTRACTOR / TERMINATION

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

If the City terminates the Contract, the City will give notice of that effect to the Surety.

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

All costs incidental to the default of the Contractor shall be charged to the Contractor and the Surety, and may be deducted from any monies due the Contractor. Surety shall pay, within fifteen (15) calendar days after receipt of an invoice, all such incidental costs less any amount deducted from monies due.

15.0 CONTRACT ENFORCEMENT

15.1 WALK-THROUGH INSPECTIONS

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

15.2 CITY'S RIGHT TO MONITOR AND REVIEW RECORDS

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

15.3 MEETINGS AND TRAINING SESSIONS

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

SPECIFICATIONS

15.0 CONTRACT ENFORCEMENT (continued)

15.4 ATTORNEY'S FEES AND COSTS

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.

16.0 TEMPORARY SUSPENSION OF WORK

16.1 SUSPENSION BY CITY

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

16.2 SUSPENSION BY CONTRACTOR

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

17.0 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 consents to assignment or subcontracting, each term and condition of this Contract shall be binding on the assigns, successors or administrators of the respective parties.

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

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

SPECIFICATIONS

18.0 INDEPENDENT CONTRACTOR

The Contract between the City and the Contractor is not intended and shall not be construed to create the relationship of principal agent, servant, employee, partnership, joint venture, or other association, as between the City and the Contractor. The Contractor understands and agrees that all persons furnishing services to the City pursuant to this Contract are, for purposes of worker's compensation, employees solely of the Contractor and not of the City. The Contractor shall bear the sole liability for furnishing worker's compensation benefits to any person for injuries arising from or connected with services provided to the City hereunder.

19.0 RECORD RETENTION, INSPECTION AND AUDIT

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

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

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

20.0 CONFLICT OF INTEREST

The Contractor represents and warrants that no City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is nor shall be employed in any capacity by the Contractor herein, nor does not and shall not have any direct or indirect financial interest in this Contract.

21.0 VALIDITY

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

SPECIFICATIONS

22.0 NON-INTERFERENCE

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

23.0 WAIVER

Any waiver by the City of any default of any one or more of the terms, covenants, or conditions of the Contract shall not be construed to be a waiver of any subsequent or other default of the same or of any other term, covenant, or condition, nor shall failure on the part of the City to require exact and complete compliance with any of the terms, covenants, or conditions be construed as in any manner changing the terms of the Contract or stopping City from enforcing the full provisions thereof.

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

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

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

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

24.0 COMPLIANCE WITH LAWS

The Contractor shall keep fully informed, and shall at all times observe and comply with all laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority regarding this Contract and employees performing work on this Contract.

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

SPECIFICATIONS

25.0 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 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, over the age of 18 working at City locations, 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 material breach of the Contract thereby giving City the right to terminate the Contract immediately.**

26.0 HOMELESS AND POSSESSIONS OF THE HOMELESS

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

27.0 UTILITIES

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

28.0 SIGNS AND ADVERTISING

The Contractor shall not post signs or advertising matter on City property without the prior written approval from the City.

29.0 BLOODBORNE PATHOGENS AND BIO HAZARDOUS MATERIAL

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

SPECIFICATIONS

30.0 REFUSE DISPOSAL

30.1 CITY RESPONSIBILITY

The City shall be responsible for, and pay the costs of, the disposal of all trash, litter, and debris collected (i.e., refuse) by the Contractor in the performance of the "Trash Containers and Refuse Disposal" and "Litter and Debris Removal" tasks. The City shall also be responsible for disposal of green waste generated from the daily basic maintenance tasks. The refuse collected by the Contractor in the performance of these tasks shall be transported to a location specified by the City.

30.2 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for, and pay the costs of, the disposal of all waste, including but not limited to, trash, refuse, litter, debris, and green waste collected by the Contractor in the performance of all tasks and "Specialty Functions", except: (1) the refuse in the large refuse containers in the Shoreline Marina for boat owner use, and (2) the refuse removed from boats moored in Rainbow Harbor.

30.3 GREEN WASTE

Green waste shall be disposed of in a manner which results in diversion credit to the City. The Contractor is encouraged to recycle green waste, keeping it separate from trash and other debris.

30.4 RECYCLABLES

The Contractor will not be required to sort recyclable materials from trash and other refuse collected by the Contractor. Recyclable materials are the property of the City.

30.5 DISPOSAL

The Contractor shall comply with the City's recycling efforts and program, and shall dispose of all waste at a properly licensed facility.

30.6 LOGS OF DISPOSAL ACTIVITIES

The Contractor shall maintain logs identifying its refuse collection and disposal activities and make those logs available to the City for inspection on reasonable notice.

31.0 HAZARDOUS MATERIALS

Use of any chemicals or hazardous materials by the Contractor in performing services shall be subject to approval of the City, and shall be used in accordance with the manufacturer's directions and specifications. The Contractor shall store and dispose of chemicals or hazardous materials in accordance with all laws, rules and regulations on the subject.

SPECIFICATIONS

32.0 ENVIRONMENTAL REQUIREMENTS

The Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations. The Contractor shall immediately inform the City of any investigation, citation or legal action by any regulatory agency related to the Contractor's obligations under this Contract.

32.1 STORM WATER MANAGEMENT PLAN

The 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. The Contractor must conduct its services in accordance with the City's Stormwater Management Plan (i.e. National Pollutant Discharge Elimination Program, or NPDES).

- a. Appurtenances must be cleaned by method(s), which do not result in runoff going into any water, gutter or storm drains. Only potable water may flow into any water, gutter or storm drains.
- b. **All wash water must be disposed of to a sanitary sewer.**
- c. No litter, debris, oil, grease, green waste, or other materials and substances may be washed, swept, or blown into the street or storm drains.
- d. All liquids, including but not limited to, rinse water and cleaning agents, must be properly disposed of in compliance with all laws and regulations. No liquid or product of any kind may be discharged to a gutter, storm drain or paved surface where it could be carried to the storm drain system or to water.
- e. For washing operations, Contractor shall use (1) a high-pressure/low-volume sprayer using only potable water and no cleaning agents at an average use of .006 gallon of water per square feet of surface; or (2) a self-contained power scrubber, which recaptures all wastewater, cleansers, and debris. All wastewater recaptured by a self-contained power scrubber must be disposed of in a sanitary sewer approved by the City.

32.2 NOISE

Every effort must be taken to minimize noise.

32.3 PEST MANAGEMENT POLICY

The Contractor shall have an Integrated Pest Management policy/program in effect.

32.4 FUEL-POWERED LEAF BLOWERS

The Long Beach City Council is considering a ban on all fuel-powered leaf blowers. The Contractor will not receive additional compensation should such a ~~ban be implemented prior to or after the award of the Contract.~~

SPECIFICATIONS

33.0 SAFETY

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

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

34.0 SPECIAL EVENTS

The areas contained in this Contract are frequently utilized for special events. Some of these special events (e.g., Long Beach Grand Prix, Beach Fest) will affect regular maintenance operations for extended periods of time. In these instances, the City may request an alternative means of, or alternate schedules for, maintaining these areas. For example: mowing operations in some areas may not be possible due to the installation of bleachers for the Long Beach Grand Prix. In this instance, the City may request the Contractor to control the growth of weeds around and under the bleachers in lieu of mowing the area, at no different or additional cost other than the amount bid for mowing.

Certain damage to turf, irrigation, and other landscaped areas may result from large special events (e.g., Long Beach Grand Prix, Beach Fest). The Contractor is not liable for the repair of such damage, but may be asked to perform said repair work as "Additional Work." Prior to each large special event, the Contractor and the City's authorized representative will jointly assess the conditions of the designated sites to establish a benchmark for any needed "Additional Work."

35.0 CONSTRUCTION ACTIVITY & MAINTENANCE FUNCTIONS

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

SPECIFICATIONS

36.0 CHANGES IN SERVICE

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

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

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

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

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

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

- a. For authorized work designated as "Specialty Functions," Contractor shall submit a written estimate utilizing the costs specified by the Contractor in its bid. In the event that Contractor's estimate for the "Specialty Function(s)" is not approved, the City reserves the right to perform such work with City forces, or to contract with a third party for such work.

SPECIFICATIONS

36.0 CHANGES IN SERVICE (continued)

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

37.0 ADDITIONAL WORK

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

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

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

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

SPECIFICATIONS

38.0 WORK AND WORKMANSHIP

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

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

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

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

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

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

Under no circumstances shall a contracted employee bring children, spouses, relatives or friends to a City facility during contracted working hours.

SPECIFICATIONS

39.0 LOCKS AND KEYS

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

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

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

The Contractor shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the facilities. The Contractor shall properly use and keep safe all keys issued by the City to the Contractor.

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

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

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

40.0 VANDALISM

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

SPECIFICATIONS

41.0 DAMAGE CAUSED BY CONTRACTOR

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

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

- a. Irrigation damage shall be repaired or replaced within one watering cycle or 48 hours.
- b. All damage to shrubs, trees, turf or ground cover shall be repaired or replaced within five (5) working days.

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

- a. **Trees:** Minor damage, such as bark lost from impact of mowing equipment, shall be subject to replacement with a tree comparable in species and size, as approved by the City.
- b. **Shrubs:** Minor damage, such as shrub and plant material lost from impact of mowing equipment, shall be subject to replacement with a shrub or plant comparable in species and size, as approved by the City.
- c. **Appurtenances:** All damage caused to components of the facilities or grounds, including but not limited to benches, picnic tables, permanent chairs, irrigation heads, valves, valve boxes, controller boxes, concrete walks, railings, fencing, and gardens caused by the Contractor, shall be repaired at the Contractor's sole expense.

42.0 SERVICE YARD AND STORAGE AREA

The City, at its discretion, may provide storage and office facilities for Contractor's use. In such case, Contractor is prohibited from use of said facility for the conduct of any of its business outside the scope of the Contract. Further, said facility shall not be used for human habitation, other than a night watchman or patrol service as specifically approved by the City.

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

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

SPECIFICATIONS

42.0 SERVICE YARD AND STORAGE AREA (continued)

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

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

Contractor may not store any trash, litter, or recyclable material at the facility, or in any vehicle for a period in excess of 24 hours. Contractor shall use such facility in such a manner as to not create a nuisance.

Contractor shall not dispose of hazardous material on any City site. All hazardous materials shall be properly stored on a temporary basis, thereafter to be disposed of by Contractor at a properly licensed disposal site.

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

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

The service yard and/or storage area(s) occupied by the Contractor shall be cleaned and swept once per week and the sweepings disposed of in a lawful manner, at a properly licensed facility.

Upon expiration or termination of the Contract, Contractor shall restore service yard and/or storage area to its original condition. Nothing contained herein which permits Contractor to use designated space shall be deemed or construed as a lease of space, but shall be a mere permissive right to use space.

SPECIFICATIONS

43.0 CONTRACTOR HIRING

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

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

44.0 INQUIRIES AND COMPLAINTS

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

During normal working hours, the Contractor's Foreman or an employee of the Contractor who is responsible for providing maintenance services shall be available for notification through electronic communications.

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

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

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

SPECIFICATIONS

45.0 HOURS AND DAYS OF MAINTENANCE SERVICES

The Contractor shall perform work in accordance with pre-approved schedules during City business or non-business hours, depending on the needs of the facility where work is performed. Changes in schedule by the City may be made with five (5) business days advance written notice to the Contractor. The Contractor must notify the City's representative(s) of any problems or service interruptions within twenty-four (24) hours or next business day. Unavoidable service disruptions may be made up, subject to the sole discretion of the City's representative(s). Service interruptions without justification or approval of the City's representative(s) shall be subject to action provided in Section 2.5 Payment Deductions/Contractor's Non-Compliance.

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

Contractor shall be available for on-call services twenty-four (24) hours a day. Contractor shall respond to non-emergency on-call requests within four (4) hours after notification by City representative or as mutually scheduled and agreed to by Contractor and City representative. The Contractor shall respond to all requests for on-call emergencies within one (1) hour after notification by City representative. On-call service rates shall be based on Contractor's hourly rate bid for such work.

The basic daily hours of maintenance service shall be:

Monday through Sunday: 6:00 a.m. to 4:00 p.m.

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

SPECIFICATIONS

46.0 SERVICE SCHEDULES

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

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

At the discretion of the facility representative(s), monthly meetings (or more frequently if deemed necessary by the City) between the Contractor and the facility representative(s) may be scheduled to determine progress and address any changes in schedules, problem areas, etc.

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

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

Contractor shall notify the City, in writing, at least two (2) weeks prior to the date and time of the all pre-approved "Specialty Functions." "Specialty Functions" are defined as:

1. Treatment/Control of Diseases and Insects, Etc.
2. Fertilization, Inoculation, Etc.
3. Verticut Mowing
4. Tree Trimming/Management
5. Aerification – Turf (As requested)
6. Cultivating (As requested)
7. Installation of Plant Materials/Plantings
8. Turf Renovation
9. Turf Overseeding
10. Repair/Replacement of Quick Couplers
11. Decomposed Granite Areas

47.0 ACCIDENT REPORTING

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

SPECIFICATIONS

48.0 CONTRACTOR'S EQUIPMENT

The Contractor shall provide and properly maintain all necessary vehicles and equipment including, but not limited to: vehicles, mowers, edgers, saws, blowers, water hoses and nozzles, squeegees, and high-pressure/low-volume sprayers. Contractor shall comply with the following conditions:

1. The City Council of the City of Long Beach is considering a ban on all fuel- powered (e.g., gasoline, methanol) leaf blowers. The Contractor will not receive additional compensation if a ban is implemented prior to or after the award of the Contract.
2. No gasoline-powered equipment (e.g., mowers, leaf blowers, chain saws) may be used in the Rainbow Harbor/Aquarium area after 10:00 a.m. in the performance of regular maintenance tasks.
- 3 All mowers utilized for the Rainbow Harbor/Aquarium area shall have "catchers."
4. Mowers utilized for fescue turf must be dedicated solely to that fescue turf to prevent contamination.
5. A self-contained power scrubber unit is recommended in the performance of washing and steam-cleaning operations provided that Contractor can meet all specified criteria. Contractor shall dispose of all wastewater recaptured by such a unit in a sanitary sewer approved by the City.

SPECIFICATIONS

49.0 CONTRACTOR'S VEHICLES

The Contractor shall clearly identify and equip each vehicle used at City facilities with decals or magnetic signs on the exterior right and left front door panels identifying the Contractor's name and phone number. No other commercial advertising shall be allowed upon the vehicles, equipment, staff, or posted at the facilities under this Contract. These requirements shall also apply to all sub-contractors.

All vehicles used shall be in "good repair" and shall present a clean, professional appearance. Contractor's vehicles and equipment shall not be allowed to deposit oil, fluids, litter, foreign substances, or other debris on City Sites. The City reserves the right to require the Contractor to install "diapers" on any and all vehicles utilized or to remove vehicles from the sites until repaired to the satisfaction of the City.

At certain sites and at specified times, the Contractor's vehicles may drive on turf (when it is not wet) or other non-paved surface, following specific routes designated by the City's representative(s). At the other sites, the Contractor's vehicles shall not drive on turf or non-paved surfaces. The City shall provide, if possible, a storage area(s) at those sites which are not immediately accessible to Contractor's vehicles.

No vehicles larger than a 1-ton pick-up shall be used at Rainbow Harbor or the Aquarium of the Pacific in the performance of regular maintenance tasks. Only small electric vehicles (trucksters), pedal-type vehicles, and pushcarts of type approved by the City will be allowed on the site after 10:00 a.m.

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

SPECIFICATIONS

50.0 CONTRACTOR'S STAFF

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

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

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

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

The Contractor shall require each of its employees to adhere to basic standards of working attire, including full uniforms, proper shoes and other gear required by California Occupational Safety and Health Act (CalOSHA), Federal Occupational Safety and Health Act (OSHA),

California Division of Industrial Safety Orders (CDIS), laws and regulations and any other applicable law, rule, regulation, ordinance and risk management standards, and proper wearing of clothing. Employee pants, shirts, jackets, and sweatshirts must be uniform. Shirts, jackets, and caps used as uniforms shall bear the Contractor's identification logo. Shirts shall be worn at all times, and shall be buttoned and tucked-in. No caps with insignias or designs other than the Contractor's logo may be worn, and no caps shall be worn backwards.

The City shall approve the Contractor's uniform.

The City expects the Contractor's staff to give to City representative(s) all items which have been lost or misplaced by the general public, regardless of perceived value. The Contractor shall communicate this expectation to all employees.

SPECIFICATIONS

51.0 CERTIFICATIONS/REPORTS

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

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

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

SPECIFICATIONS

52.0 MANAGEMENT AND SUPERVISION

The Contractor shall provide fully trained and qualified personnel. It is the responsibility of Contractor's executive, management, and supervisory staffs to oversee the activities of its staff, throughout the range of its activities.

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

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

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

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

The Contractor shall make minor corrections including, but not limited to, filling holes in turf areas and paving, using barricades or traffic cones to alert the public to the existence of hazards, replacing Contractor-damaged valve box covers, and securing any damaged apparatus so as to protect members of the public or others from injury.

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

SPECIFICATIONS

52.0 MANAGEMENT AND SUPERVISION (continued)

The Contractor shall also ensure that:

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

SPECIFICATIONS

53.0 CONSUMABLE MATERIALS AND SUPPLIES – CITY SUPPLIED

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

- a. all replacement plant material (not including annuals)
- b. irrigation replacement parts (as specified)
- c. trash cans
- d. replacement sand and decomposed granite

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

54.0 CONSUMABLE MATERIALS AND SUPPLIES - CONTRACTOR SUPPLIED

The Contractor, as a component of the relevant bid items (for basic tasks), shall provide all of the following items:

- a. trash can liners
- b. mulch and replacement soil (as specified)
- c. cleaning agents, spotting agents, polishes
- d. cleaning related supplies
- e. chemicals (as specified)
- f. pest/rodent control chemicals (as specified)
- g. annual plant materials
- h. fertilizer

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

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

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

SPECIFICATIONS

55.0 INTERPRETATION / TERMINOLOGY

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

1. **As Needed:** To maintain the grounds in a clean appearance as determined by the City. The intent is to permit the City to receive services beyond the scheduled frequencies on an occasional basis. Should a service be needed on a consistent basis the City shall amend the Contract with the Contractor subject to approval by the Long Beach City Council.
2. **Contractor:** The person(s), partnership, corporation, or limited liability company who has entered a Contract with the City to perform or execute the work covered by these Specifications.
3. **Repair or Replace:** Equipment or property shall be repaired or replaced, as determined by the City, with like kind and quality. The intent is to maintain the equipment or property in good condition and consistent with current model brand or manufacturer.
4. **Additional Cleaning (or Operation):** The completion of all maintenance tasks, in whole or in part, to ensure that the specified conditions resulting from the "Initial Cleaning" or "Initial Operation" sustained or retained.
5. **Appurtenances:** Objects or features that are component parts of the areas to be maintained. Appurtenances include, but are not limited to: seat walls, bollards, valve boxes, benches, bike racks, fences, monument pedestals, decorative features, benches, picnic tables, light standards/flag poles, handrails, electrical panels and transformer enclosures, and signage.
6. **Confined Area:** An area of turf bordered on three or more sides by shrub beds, planters, hardscapes, walls, fences, play areas, decomposed granite areas, or other like borders.
7. **Green Waste:** Any waste from vegetation, including but not limited to tree trimmings, grass cuttings, dead plants, leaves, branches, wood and dead trees, and similar materials naturally occurring within the sites covered by this Contract, or generated as a result of services provided by the Contractor. "Clean Green Waste" shall not contain more than 10% contaminants.
8. **Hardscape (or Hardscapes, Hardscape Areas):** Sidewalks, walkways, patios, quads, game courts, bike paths, paved areas, and like surfaces.
9. **Initial Cleaning (or Operation):** The first cleaning or first maintenance operation of several scheduled for a given day.
10. **Interior Roads:** Roads that are contained within the boundaries of a given area.
11. **Litter:** All paper, plastic, cans, bottles, or other material discarded in or on any location within the Contract area other than in a trash container provided for that purpose.

SPECIFICATIONS

55.0 INTERPRETATION / TERMINOLOGY (continued)

12. **Spot Cleaning:** The cleaning of only those portions of a floor, walkway, wall, fixture, table, furnishing, handrail, bench, or other surface(s) which are soiled (dirty, stained, marked, smudged, etc.), where the entire surface may not be sufficiently soiled to warrant the cleaning of the entire surface. The Contractor shall interpret the term "spot cleaning" to include the complete cleaning/ washing of any surface which does not, or would not, have a clean, uniform appearance after the cleaning of only portions of that surface.
13. **Street Sidewalks (or External Sidewalks):** Sidewalks or paved walkways which parallel streets, and which may exist on the perimeter of the areas to be maintained.
14. **Trash:** All litter, garbage, refuse, rubbish, and other materials and substances discarded or rejected as being spent, useless, or worthless.
15. **Recyclable Material:** Plastic, glass, or aluminum materials having economic value when separated from trash.

56.0 INDEMNITY

Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against all liability, claims, demands, damage, causes of action, proceedings, fines, penalties, loss, costs, and expenses (including attorney's fees) arising from Contractor's failure to comply with any local, county, state or federal law, rule, regulations, or ordinance, Contractor's negligence, willful misconduct, misrepresentation, or breach of this Contract.

SPECIFICATIONS

57.0 FACILITIES TO BE MAINTAINED

This Contract will require the provision of landscape and grounds maintenance services at the following areas (**See Map for reference**):

57.1 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, conventioners, 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.

Rainbow Harbor has been divided into two bid sections – Grounds and Esplanades:

57.1.1 Grounds - The total area to be maintained Rainbow Harbor Grounds (Grounds) is approximately 20.0 acres, including the landscaping and hardscape surrounding the Aquarium (outside of the fence line) and interior landscaping.

The Contractor shall maintain 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, require that Contractor have staff on-site in the evening, seven days per week.

Grounds contains the following features and appurtenances:

- 10 planters, approximating 33,412 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;
- 7.0 acres of fescue turf;
- Multiple varieties of hardscapes, including: poured concrete (e.g., walkways, bike path), concrete pavers, clay pavers, asphalt, and wood boardwalk;
- Turf, planters, and trees irrigated by means of standard irrigation systems;
- Approximately 20 fixed-location trash containers with lids;
- Approximately 12 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.
- Approximately 15 metal picnic tables;
- Approximately 400 sq. ft. of decomposed granite planter strips;

SPECIFICATIONS

57.0 FACILITIES TO BE MAINTAINED (continued)

57.1 RAINBOW HARBOR (continued)

57.1.1 Grounds (continued)

- 1.2 acres of beach sand (in the "beach garden" area);
- Approximately 200 light standards in the interior of site;
- Appurtenances including, but not limited to: handrails, bike racks, brass fire hydrants, transformer boxes, bollard lamps, and signage;
- Two large fountains in the vicinity of the Aquarium. The Contractor will be required to remove litter and debris in and around the fountain, and to wash around its base.

The Contractor will not be responsible for:

- Cleaning public restroom facilities;
- Interior of the parking structure;
- Cleaning of docks and gangways, except for Pine Avenue Pier.
- Removal and disposal of refuse and debris from boats or water;
- The painting of facilities and appurtenances to eliminate graffiti;
- Washing of interior streets and parking lots.

57.1.2 Esplanades - The total area to be maintained in Rainbow Harbor/Esplanades is approximately 6.0 acres.

Rainbow Harbor/Esplanades contains the following features and appurtenances:

- 45 planters, approximating 39,000 sq. ft. of groundcover, shrubs, and trees.
- Approximately 1,800 sq. ft. of grass ring pavers;
- 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;
- Turf, planters, and trees irrigated by means of standard irrigation systems;
- Approximately 35 fixed-location trash containers with lids;
- Approximately 120 palm trees located in tree wells (with rings), which line the boardwalk of the "Lower Esplanade";

SPECIFICATIONS

57.0 FACILITIES TO BE MAINTAINED (continued)

57.1 RAINBOW HARBOR (continued)

57.1.2 Esplanades (continued)

- Approximately 17,500 sq. ft. of decomposed granite areas, pathways, and planter strips;
- 1 Pine Avenue Pier.
- Approximately 110 light standards and 50 bollard lamps in the interior of site;
- Approximately 63 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. An estimated ten (10) wooden benches are on and around the main pier. (These benches are included in the total.);
- Appurtenances including, but not limited to: handrails, bike racks, brass fire hydrants, ticket booth (kiosk), display cases, transformer boxes, and signage.

The Contractor will not be responsible for:

- Cleaning of docks and gangways, except for Pine Avenue Pier / dock;
- Removal and disposal of refuse and debris from boats or water;
- The painting of facilities and appurtenances to eliminate graffiti;
- Washing of interior streets and parking lots.

57.2 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 the maintenance of 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 no less important.

SPECIFICATIONS

57.0 FACILITIES TO BE MAINTAINED (continued)

57.3 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, bike path, 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.

57.4 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 landscaping directly associated with the C.S.U.L.B. Chancellor's Office or Catalina Landing, or the Golden Shore Marine Reserve.

57.5 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.

57.6 SOUTH SHORE LAUNCH RAMP

The South Shore Launch ramp is located off of Queensway Drive near the Queen Mary. The total area to be maintained is approximately 6.4 acres. The Contractor shall maintain all grounds, landscaping, planters, trees, hardscapes and a variety of appurtenances.

SPECIFICATIONS

57.0 FACILITIES TO BE MAINTAINED (continued)

OPTIONAL FACILITY

The Optional Facility described here may be required by the City. The bidder shall provide bid costs for this facility where noted. The bids will be analyzed with and without the optional facility. After this analysis, the City will decide whether or not it desires to include the optional facility in the Contract.

57.7 Queen Mary Events Park

Queen Mary Events Park is heavily used throughout the year for filming, festivals and many major events. The park is located at the West end of the Queen Mary parking lot and along the Los Angeles River. The total area is approximately 3.8 acres. The Contractor shall maintain all grounds, landscaping, 2500 sq. ft. of planters, trees, hardscapes, walks, fence lines and a variety of appurtenances.

SPECIFICATIONS

BASIC TASKS

The following basic tasks described herein are required for maintaining the facilities specified:

1. Clearance Tree Pruning and Tree Support
2. Mowing
3. Aerification
4. Fertilization (Surface Application)
5. Raking
6. Trash Containers and Refuse Disposal
7. Litter and Debris Removal
8. Sweeping
9. Washing and Steam Cleaning
10. Edging
11. Detailing
12. Shrub Pruning, Hedge Trimming, and Planter Maintenance
13. Annual Beds
14. Weed Removal
15. Beach Garden
16. Irrigation System Management
17. Picnic Areas
18. Appurtenances
19. Drinking Fountains
20. Integrated Pest Management
21. Spot Cleaning
22. Sand/Surfaced Play Areas

SPECIFICATIONS

BASIC TASK SPECIFICATIONS

1. CLEARANCE TREE PRUNING AND TREE SUPPORT

1.01 Completion:

1.01.01 Tree levels shall remain raised to a ten (10) foot clearance level throughout each facility, except for roadway clearances, which will require clearance to the fifteen (15) foot level.

1.01.02 Street signs and other signs shall remain visible from all approaches.

1.01.03 All cuts and trimmings shall be appropriate to the species and no hazards shall exist because of the pruning operation.

1.01.04 No dead or semi-detached palm fronds within reasonable reach shall remain on trees in the Rainbow Harbor or Aquarium areas.

1.01.05 For all trees which are staked or guyed, connections will be appropriately tied to provide proper support and to prevent girdling.

1.01.06 Tree pruning shall result in a final framework that allows strong structural development, symmetrical lines, proper vertical and horizontal clearances, and lace work that is appropriate to the variety.

1.02 Equipment:

1.02.01 Equipment shall be appropriate to the task, acceptable to the City, and maintained so that its use does not cause injury to the trees.

1.02.02 Saws shall be appropriately disinfected to prevent the spread of disease.

1.03 Time Line:

1.03.01 Operations shall be completed according to the schedule approved by the City representative.

1.03.02 In the Rainbow Harbor or Aquarium areas, no gasoline-powered equipment may be utilized prior to 7:00 a.m. or after 10:00 a.m.

1.03.03 All operations at the Aquarium must be completed by 8:30 a.m.

1.04 Operations:

1.04.01 Raise all tree levels to maintain access, visibility, and safe vehicular and pedestrian mobility throughout the facility.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

1. CLEARANCE TREE PRUNING AND TREE SUPPORT (continued)

1.04 Operations (continued)

1.04.02 No hazardous conditions shall be created during, or as a result of, pruning.

1.04.03 All cuts shall be appropriate to the species/variety being worked on.

1.04.04 Remove all new growth on trees up to the appropriate height clearances, including suckers and water sprouts. Do not strip lower branches (raising up) of young trees.

1.04.05 Perform tree pruning with the intent of developing structurally sound trees and symmetrical appearance with the proper vertical and horizontal clearance.

1.04.06 Trim, shape, and thin trees as is appropriate to individual species and conform to the standards set forth by the International Society of Arboriculture (ISA).

1.04.07 Remove all dead or semi-detached palm fronds within reasonable reach from trees in the Rainbow Harbor and Aquarium areas as required.

1.04.08 Tree trimmings, branches, palm fronds, and other "green waste" shall be collected separately from trash, litter, and debris. Once collected, it shall be transferred to a location approved by the City, and shall be deposited in a manner to maintain its separation.

1.04.09 Pruning shall be completed as one operation on each site.

1.04.10 For trees that are staked or guyed, connections shall be checked and retied to prevent girdling.

2. MOWING

2.01 General:

2.01.01 Mowing shall be performed in a workmanlike manner, within scheduled time lines, shall result in a smooth surface appearance, at an acceptable cutting height, without scalping or allowing excessive clippings to remain.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

2. MOWING (continued)

2.01 General (continued)

2.01.02 For all turf areas, a rotary mower or reel mower that can provide a smooth and continuous cut of turf at a one and one-half (1½) inch height will be acceptable. Any acceptable mower shall be configured so that the outer edges of the blade extend 18 to 26 inches beyond the outer edge of the wheel.

2.01.03 All mowers utilized in the Esplanade areas must have "catchers."

2.01.04 For all other turf areas, a rotary mower or reel mower that can provide a smooth and continuous cut of turf at a three-quarter (¾) inch height will be acceptable. Any acceptable mower shall be configured so that the outer edges of the blade extend 18 to 24 inches beyond the outer edge of the wheel. Rotary push mowers shall be used in confined areas. Rotary push mowers shall be used in confined areas.

2.01.05 All safety equipment on mowers must be fully operational.

2.02 Mowing Height:

2.02.01 For all turf areas, maximum height shall be ¾ to 2-½ inches, with the acceptable height being established by the City. Mowing heights may vary for special events and conditions.

2.02.02 Grass growing through grass ring pavers shall be cut at an appropriate height as determined by the City.

2.03 Time Line:

2.03.01 Operations shall be completed according to the Contractor's schedule approved by the City's representative.

2.03.02 Turf areas shall be mown one (1) time per week in the months March through September, and one (1) time every other week in the months October through February.

2.03.03 All operations shall be performed Monday through Friday.

2.03.04 All operations in Rainbow Harbor must be completed between 7:00 a.m. and 10:00 a.m.

2.03.05 All operations at the Aquarium must be completed before 8:30 a.m.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

2. MOWING (continued)

2.03 Time Line (continued)

2.03.06 Mowing operations at all other sites must be completed between 7:00 a.m. and 3:00 p.m.

2.04 Operations:

2.04.01 Vegetative material treated as turf shall be hereinafter referred to as "turf."

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

2.04.03 Mowing operations shall be on a schedule that is approved by the City.

2.04.04 Mowing shall be completed in one operation and not more than 1/3 of the total leaf height shall be removed during any single mowing operation.

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

2.04.06 All Esplanade grass clippings shall be caught at the time of mowing and disposed of offsite, at a location approved by the City.

2.04.07 Grass growing through grass ring pavers shall be mown.

2.04.08 Turf shall be mowed within six (6) inches of all appurtenances.

2.04.09 Litter shall not be shredded by mower. Do not drive over or break glass bottles or other glass objects; do not drive over excessively wet areas. Clean-up and remove litter scattered or shredded by mowers prior to leaving the sites. Litter includes any foreign matter, debris, broken glass, paper, feces, foods, and similar materials.

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

2.04.11 Damaged appurtenances, sprinkler heads, valve boxes, valve box covers, or vegetation shall be immediately repaired or isolated to ensure the safety of the site, the integrity of the systems, and the viability of plant materials.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

2. **MOWING** (continued)

2.04 **Operations** (continued)

2.04.12 Trash tubs, trash cans, benches, and wooden picnic tables not on slabs must be moved, mown under, and replaced during each mowing operation.

2.04.13 When mowing, particularly in the Rainbow Harbor or Aquarium areas, be mindful of the presence of people, ensuring that there is no risk to their well-being.

2.04.14 When mowing in the Rainbow Harbor or Aquarium areas, take care not to scratch or damage the planters and other appurtenances. Before each mowing, the equipment used for this task must be inspected to ensure that it has no sharp or protruding rough parts (i.e., rollers, skids, brackets, blades, wheels, bed knives) which may cause damage.

2.04.15 Grass clippings and other "green waste" shall be collected separately from trash, litter, and debris. Once collected, it shall be transferred to a location approved by the City, and shall be deposited in a manner to maintain its separation.

3. **AERIFICATION**

3.01 **Completion:**

3.01.01 Turf surface shall be thoroughly aerified.

3.01.02 In coring operations, soil below the thatch and mat layers shall be cored to a minimum depth of two (2) inches and a maximum depth of eight (8) inches. Cores shall remain on the turf surface to dry, and then removed from site, to a properly licensed facility.

3.01.03 Cores removed from turf shall be replaced by top dressing.

3.01.04 In shattering operations, the soil shall be shattered to a depth of eight (8) inches.

3.01.05 In deep spiking operations, the soil shall be penetrated to a depth of one and one-half (1 ½) inches.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

3. AERIFICATION (continued)

3.02 Equipment:

3.02.01 Wide area coring aerators shall be able to remove cores to a depth of two (2) inches with spacings of not more than six (6) inches.

3.02.02 Wide area shattering aerator blades shall be able to sufficiently penetrate the soil in a slicing motion that fractures subsurface soil before exiting each penetration.

3.02.03 Wide area deep spiking aerators shall be able to penetrate the soil profile to a depth of twelve (12) inches under ideal conditions.

3.03 Time Line:

3.03.01 Operations shall be completed according to the approved Contractor's schedule approved by the City's representative.

3.03.02 All operations shall be completed Monday through Friday.

3.03.03 All operations in Rainbow Harbor must be completed between 7:00 a.m. and 10:00 a.m.

3.03.04 All operations at the Aquarium must be completed before 8:30 a.m.

3.04 Operations:

3.04.01 Turf surface shall be thoroughly aerified.

3.04.02 Coring aerifications shall have two (2) inch soil cores removed at spacings of no more than six (6) inches.

3.04.03 Cores removed and other "green waste" shall be collected separately from trash, litter, and debris. Once collected, it shall be transferred to a location approved by the City, and shall be deposited in a manner to maintain its separation.

3.04.04 Core material shall be replaced by top dressing, which is consistent with existing soil profile. Top dressing shall be applied at a maximum of one-quarter (1/4) inch per operation.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

3. AERIFICATION (continued)

3.04 Operations (continued)

3.04.05 One-half of the total recommended amount of top dressing shall be applied over the area in one direction. The other half shall be applied in a direction which is 45 degrees from the original direction.

3.04.06 Irrigate all treated areas thoroughly immediately after each application.

3.04.07 All hardscapes shall be swept of excess material prior to irrigation.

3.04.08 Shattering aerifications shall result in the soil being shattered to a depth of one and one-half (1-½) inches at each penetration.

3.04.09 Spiking aerifications shall result in one and one-half (1½) inch penetrations at each spike.

3.04.10 Aerifications shall be completed in one operation on each site.

4. FERTILIZATION (SURFACE APPLICATION)

4.01 Completion:

4.01.01 All turf, beds, and trees shall be fertilized by means of surface application to promote and maintain a healthy, uniformly verdant and vigorous growth, thereby reducing poor plant density, weed invasion, and susceptibility to disease and insect damage.

4.01.02 All applications shall be in quantities and patterns specified and approved by the City.

4.02 Equipment:

4.02.01 Rotary or cyclone type fertilizer spreaders shall be used in the application of fertilizer(s) in the turf areas.

4.03 Time Line:

4.03.01 Operations shall be completed according to Contractor's approved schedule.

4.03.02 All operations shall be performed Monday through Friday.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

4. FERTILIZATION (SURFACE APPLICATION) (continued)

4.03 Time Line (continued)

4.03.03 All operations in Rainbow Harbor must be completed between 7:00 a.m. and 10:00 a.m.

4.03.04 All operations at the Aquarium must be completed before 8:30 a.m.

4.04 Operations:

4.04.01 All fertilizer applications shall be approved by the City prior to application.

4.04.02 For turf areas, use "Best Turf Gold Trikoke", or approved equal, slow-release fertilizer guaranteed analysis 22-5-5 with 15% sulphur and 0.90% iron oxide. For palm trees, a fertilizer specific to palms is to be used.

4.04.03 Apply fertilizer at the manufacturer's recommended rate, or as required by soil analysis to balance and supply vital nutrients to turf, beds, and trees.

4.04.04 All the time of application, turf and surrounding hardscapes shall be dry.

4.04.05 When fertilizing fescue turf areas, apply only one-half of the normal fertilizer amount during the months of July, August, and September.

4.04.06 Apply fertilizer in sections, determined by the areas covered by each irrigation system.

4.04.07 One-half of the total recommended amount of fertilizer shall be applied over the area in one direction. Apply the other half in a direction which is 45 degrees from the original direction.

4.04.08 Irrigate all treated areas thoroughly immediately after each application.

4.04.09 Sweep all hardscapes of excess material prior to irrigation.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

5. RAKING

5.01 Completion:

All areas to be raked shall be free of accumulations of leaves, twigs, branches, pine needles, debris, and other litter.

5.02 Equipment:

Equipment and tools shall be appropriate to the task.

5.03 Time Line:

5.03.01 Operations shall be completed according to the schedule approved by the City's representative.

5.03.02 All operations shall be performed Monday through Friday.

5.03.03 All operations in Rainbow Harbor must be completed between 7:00 a.m. and 10:00 a.m.

5.03.04 All operations at the Aquarium must be completed before 8:30 a.m.

5.04 Operations:

5.04.01 Accumulations of leaves, twigs, branches, debris and other litter shall be removed from landscaped areas throughout the site, and deposited at a location approved by the City.

5.04.02 Raking shall be completed as one operation on each site.

5.04.03 No hazardous conditions shall be created during or as a result of raking activities.

5.04.04 Decomposed granite areas and walkways shall be hand-raked.

5.04.05 Wherever possible, raked leaves and other "green waste" shall be collected separately from raked litter/debris. Once collected, rakings shall be transferred to a location approved by the City. If rakings are more than 10% litter/debris, the Contractor shall consider the rakings to be litter/debris and shall deposit it in a manner to maintain its separation from "green waste."

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

6. TRASH CONTAINERS AND REFUSE DISPOSAL

6.01 Completion:

6.01.01 Trash containers shall be properly emptied, placed, and secured, with fresh liners installed.

6.01.02 All trash shall be removed offsite, at a location approved by the City.

6.01.03 Trash containers and lids shall be free from debris, stains, residue, liquids, foreign substances, and odors.

6.01.04 No trash container shall be filled to capacity, so as to prevent trash from being deposited into the container.

6.01.05 No overflow from trash containers shall be present.

6.02 Equipment:

6.02.01 Equipment and tools shall be appropriate to the task.

6.02.02 Trash can liners shall be provided by the Contractor, at no cost to the City.

6.03 Time Line:

6.03.01 Operations shall be completed according to the schedule approved by the City's representative.

6.03.02 Trash containers in the Rainbow Harbor or Aquarium areas shall be inspected, and emptied, cleaned, and relined as necessary, a minimum of three times per day, seven days per week. Inspections shall occur at 8:00 a.m., 1:00 p.m., and at 3:30 p.m.

6.03.03 Trash containers at the South Shore Launch Ramp shall be inspected, and emptied, cleaned, and relined as necessary, a minimum of two times per day, seven days per week. Inspections shall occur at 7:30 a.m. and at 1:30 p.m.

6.03.04 Trash containers in Rainbow Lagoon shall be inspected, and emptied, cleaned, and relined as necessary, a minimum of two times per day, seven days per week. Inspections shall occur at 8:30 a.m. and at 2:00 p.m.

6.03.05 Trash containers in all other areas shall be inspected a minimum of once per day.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

6. TRASH CONTAINERS AND REFUSE DISPOSAL (continued)

6.03 Time Line (continued)

6.03.06 When trash containers are overflowing, or expected to overflow, the Contractor shall empty, clean, and re-line trash containers as needed.

6.04 Operations:

6.04.01 Trash containers shall be emptied, cleaned, and relined, if more than one-half filled, or if an odor or unsanitary condition is present. Tamping of trash in containers is permissible, provided tamping does not puncture liner, and that none of the aforementioned conditions exist.

6.04.02 Overflow trash surrounding the trash containers shall be removed in the same operation.

6.04.03 Remove all trash, liquids, gum, stains, and other substances from trash receptacle lids, and the exterior of trash receptacles. For trash receptacles having ashtray lids, cigarette butts shall be removed and the tray wiped clean.

6.04.04 Remove all trash, liquids, gum, and other substances from trash receptacles. Those trash receptacles which are found to contain liquids or other substances which could be the cause of odors shall be washed out and dried before new trash can liners are installed.

6.04.05 All trash container lids shall be securely positioned.

6.04.06 All trash containers shall be secured to prevent tipping.

6.04.07 Trash containers shall not be used for any purpose other than normal trash. At each emptying, if trash containers have been relocated, each container shall be returned to its standard location as a part of the task.

6.04.08 Filled trash bags from operations shall not be allowed to compound existing conditions on hard surfaces and public access areas. All filled trash bags removed from trash containers shall be either be loaded into an appropriate hand cart or approved vehicle, or shall otherwise be promptly removed from the site. Removed trash bags shall not be allowed to leak onto any paved area.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

6. TRASH CONTAINERS AND REFUSE DISPOSAL (continued)

6.04 Operations (continued)

6.04.09 Filled trash bags shall be collected separately from "green waste." Once collected, trash bags shall be transferred to a location approved by the City, and shall be deposited in a manner to maintain its separation.

7. LITTER AND DEBRIS REMOVAL

7.01 Completion:

7.01.01 Remove and dispose of litter, debris or other materials herein identified and as required below throughout the sites, including parking lots and interior roads.

7.01.02 Contractor shall not be responsible for the removal of litter and debris on Shoreline Drive or other approach streets, other than that which is located on, or immediately adjacent to, the specified "Street Landscaping" areas.

7.01.03 Meet the criteria for litter and debris removal specified in Section 21 (Spot Cleaning).

7.02 Equipment:

Methods for litter/debris removal may incorporate any of the following:

- a. Power blowers, if permitted by City's Municipal Code
- b. Vacuums
- c. Brooms/rakes
- d. Appropriate hand tools

7.03 Time Line:

7.03.01 Operations shall be completed according to the schedule approved by the City's representative.

7.03.02 All litter and debris in Rainbow Harbor, Aquarium, Rainbow Lagoon, Shoreline Marina, Street Landscaping, and the South Shore Launch Ramp shall be completely removed in one operation before 9:00 a.m. daily, seven days per week.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

7. LITTER AND DEBRIS REMOVAL (continued)

7.03 Time Line (continued)

7.03.03 In the Golden Shore area, litter and debris shall be completely removed in one operation before 12:00 p.m.

7.03.04 At the South Shore Launch Ramp, an additional litter and debris pick-up shall occur at 1:30 p.m., seven days per week.

7.03.05 At Rainbow Lagoon, an additional litter and debris pick-up shall occur at 2:00 p.m., seven days per week.

7.03.06 Decorative water features (water fountains) in Rainbow Harbor will be inspected, and cleaned of any litter and debris, at 9:00 a.m. and 3:00 p.m.

7.03.07 In the Rainbow Harbor and Aquarium areas, no gasoline-powered equipment may be utilized prior to 7:00 a.m. or after 10:00 a.m.

7.03.08 In the Rainbow Harbor and Aquarium areas, all litter and debris removal operations after 10:00 a.m. must be performed by hand (i.e., brooms, rakes, poke sticks).

7.03.09 When in the performance of other scheduled maintenance tasks Contractor staff observes litter and debris on the sites subject to this Contract, Contractor shall remove litter and debris.

7.04 Operations:

7.04.01 All equipment shall be properly maintained.

7.04.02 Additional litter removal activities may be authorized at the City's discretion.

7.04.03 No adjacent properties shall be impacted by the litter removal.

7.04.04 No litter and debris shall be blown, swept, or otherwise pushed into the ocean, or into Rainbow Harbor or Rainbow Lagoon, or onto seawall rocks (rip-rap).

7.04.05 City may authorize the removal of additional dumped or heavy debris from the site.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

7. LITTER AND DEBRIS REMOVAL (continued)

7.04 Operations (continued)

7.04.06 Remove signs and flagging from trees, posts, and the like, and paper, glass, feces, leaves, siltation, undesirable materials, cigarette butts, food, and other accumulated debris within the facilities boundaries.

7.04.07 Remove all litter and debris from the seawall rocks (rip-rap) within a reasonable reach, without having to actually walk on the rocks.

7.04.08 As a component of regular litter and debris removal operations, the Contractor shall remove all litter and debris from decorative water features* (i.e., fountains) in the Rainbow Harbor or Aquarium area.

7.04.09 As a component of regular litter and debris removal operations in the Rainbow Harbor or Aquarium areas, remove all litter and debris from the "Promenade" elevator (i.e., "bird cage"), the length of the Promenade (overpass) to the Convention Center, and the stairway leading from the Promenade to Rainbow Lagoon.

7.04.10 As a component of regular litter and debris removal operations, remove all detached or semi-detached tree branches, limbs, and palm fronds.

7.04.11 All litter and debris collected from the sites shall be collected separately from "green waste." Once collected, it shall be transferred to a location approved by the City, and shall be deposited in a manner to maintain its separation.

8. SWEEPING

8.01 Completion:

8.01.01 Hardscape (paved) areas, piers, quads, esplanades, and boardwalks shall be swept or vacuumed clean with foreign materials removed and expansion and surface connecting joints free of weeds.

8.01.02 Expansion joints and grouted areas shall be free of accumulated debris and siltation.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

8. SWEEPING (continued)

8.02 Equipment:

Methods for sweeping may incorporate any of the following:

- a. Power blowers, if permitted by City's Municipal Code
- b. Vacuums
- c. Brooms/rakes
- d. Power wheeled blowers
- e. Tractor-drawn blowers
- f. Appropriate hand tools

8.03 Time Line:

8.03.01 Operations shall be completed according to the schedule approved by the City's representative.

8.03.02 In Rainbow Harbor, sweeping shall be completed in one operation before 10:00 a.m.

8.03.03 At the Aquarium, sweeping shall be completed in one operation before 8:30 a.m.

8.03.04 In the Rainbow Harbor or Aquarium areas, no gasoline-powered equipment may be utilized prior to 7:00 a.m. or after 10:00 a.m.

8.03.05 In all other areas, sweeping shall be completed in one operation before 2:00 p.m.

8.04 Operations:

8.04.01 During sweeping, all deterioration and hazardous conditions existing on hardscape shall be noted and reported to the City within one (1) day after sweeping, and all hazardous conditions shall be barricaded or otherwise identified and the City notified by the completion of the task.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

8. SWEEPING (continued)

8.04 Operations (continued)

8.04.02 All foreign objects, including but not limited to blood, gum, grease, leaves, "green waste," cigarette butts, and broken glass shall be removed from hardscape surfaces during sweeping.

8.04.03 No litter or debris shall be blown, swept, or otherwise pushed into the ocean, or into Rainbow Harbor or Rainbow Lagoon, or onto seawall rocks (rip-rap), onto adjacent turf, into buildings, into planters or beds, onto roadways, or allowed to move onto adjacent property.

8.04.04 In the event of hazards originating after or in between sweeping frequencies, the Contractor may be requested to respond to the site and remove the hazard. Such requests shall be paid under Additional Work.

8.04.05 Sweeping performed in conjunction with washing shall not be performed on the same day.

8.04.06 Hand sweeping of roadway areas, parking lot corners and other parking lot areas are required in those areas that are inaccessible to street sweepers and shall be done in conjunction with the City's street sweeping schedule.

8.04.07 As a component of regular sweeping operations in the Rainbow Harbor or Aquarium areas, sweep the "Promenade" elevator (i.e., "bird cage"), the length of the Promenade (overpass) to the Convention Center, and the stairway leading from the Promenade to Rainbow Lagoon.

8.04.08 All standing water on hardscapes must be removed during the sweeping operation.

8.04.09 All materials generated by sweeping operations shall be collected at central points. These materials shall be collected separately from "green waste." Once collected, the materials shall be transferred to a location approved by the City, and shall be deposited in a manner to maintain its separation.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

9. WASHING AND STEAM CLEANING

9.01 Completion:

9.01.01 Hardscape areas to be washed (which may include steam cleaning) include, but are not limited to: sidewalks, walkways, patios, boardwalks, quads, esplanades, outdoor dance areas, piers, and bike paths.

9.01.02 Hardscape areas shall be washed, not simply wetted and not just rinsed off.

9.01.03 Accumulated water remaining after the washing shall be squeegeed off, wiped off, or soaked up to facilitate drying.

9.01.04 Until dry, the areas, where practical, shall be barricaded, locked, or otherwise isolated.

9.01.05 Meet the criteria for washing specified in Section 21 (Spot Cleaning).

9.02 Equipment:

9.02.01 High-pressure, low-volume washers, and steam cleaners that can effectively deliver 0.006 gallon of water per square feet of surface will be necessary. The exception being the *Lithocrete* areas, which shall not be cleaned using, pressurized apparatus.

9.02.02 Only potable water may flow into the ocean, into Rainbow Harbor and Rainbow Lagoon. No cleaning agents used in washing operations may be allowed to flow into the ocean, Rainbow Harbor or Rainbow Lagoon, either directly, or through drains.

9.02.03 A self-contained power scrubber unit is recommended in the performance of washing and steam-cleaning operations so the Contractor can meet all specified criteria.

9.03 Time Line:

9.03.01 Washing operations (which may include steam cleaning) shall be completed according to the schedule approved by the City's representative.

9.02.02 Specified hardscapes shall be thoroughly steam cleaned according to the schedule approved by the City's representative.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

9. WASHING AND STEAM CLEANING (continued)

9.03 Time Line (continued)

9.03.03 In Rainbow Harbor, initial washing operations shall be completed before 10:00 a.m..

9.03.04 At the Aquarium, initial washing operations shall be completed before 8:30 a.m.

9.03.05 In all other areas, washing shall be completed in one operation before 2:00 p.m.

9.03.06 When performing other scheduled maintenance tasks Contractor staff shall observe unsanitary or unsightly conditions that can be removed through washing operations. Contractor shall perform the necessary washing operations.

9.04 Operations:

9.04.01 All trash, debris, freestanding oil, grease, liquids, "green waste," food, cigarette butts, stains, liquids, graffiti, blood, bird defecation, feces, vomit, broken glass, and other materials, substances, and contaminants shall be removed from hardscapes (i.e., sidewalks, walkways, patios, boardwalks, quads, esplanades, outdoor dance areas, piers, and bike paths) prior to washing operations.

9.04.02 The removal of materials, substances, and contaminants prior to washing operations may require the use of scrub brushes, sponges, mops, or other tools or utensils. All cleaning agents, or residuals thereof, used in this process must be completely removed prior to beginning washing operations.

9.04.03 During regular washing operations, use power scrubbers, high-pressure/low-volume washers, and steam cleaners as necessary to thoroughly clean surfaces. Contractor is not expected to steam clean all surfaces during regular washing operations, but shall use a steam cleaner to clean sections of hardscapes when power scrubbers or pressure washers are not sufficient to thoroughly wash surfaces.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

9. WASHING AND STEAM CLEANING (continued)

9.04 Operations (continued)

9.04.04 Hardscapes shall receive a thorough steam cleaning according to approved Contractor's schedule.

9.04.05 Only hardscapes shall be cleaned during washing operations.

9.04.06 In the Rainbow Harbor or Aquarium areas, at the beginning of washing operations, strategically place approved signs at appropriate locations to identify to members of the public that washing is taking place and that the walkways may be slippery.

9.04.07 During washing operations, all hazardous conditions existing on hardscape and surrounding fencing shall be noted and reported to the City within one (1) day after the washing, and all hazardous conditions shall be barricaded or otherwise identified and the City notified by the completion of the task.

9.04.08 In the event of hazards originating after or in between washing frequencies, the Contractor may be requested to respond to the site and remove the hazard. Such requests shall be paid under Additional Work.

9.04.09 Washing operations performed in conjunction with sweeping shall not be performed on the same day.

9.04.10 The nozzle pressure, or power scrubber pressure, of equipment used shall not be so great so as to dislodge tile/paver grout or cause damage (*Lithocrete*) to hardscapes.

9.04.11 If the nozzle pressure, or power scrubber pressure, of equipment used to loosen and clean hardscapes is insufficient to thoroughly wash the surface, scrub brushes and cleaners may be required to remove the materials and produce a washed surface.

9.04.12 All washed surfaces shall be rinsed clean and no fine grit or grime shall be allowed to remain.

9.04.13 Glass surfaces of the Aquarium which may get wet as a result of washing operation shall be hand-dried immediately after the conclusion of the operation in the immediate area.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

9. WASHING AND STEAM CLEANING (continued)

9.04 Operations (continued)

9.04.14 As a component of washing operations in the Rainbow Harbor or Aquarium areas, wash the length of the Promenade (overpass) to the Convention Center, and the stairway leading from the Promenade to Rainbow Lagoon.

9.04.15 Immediately following the washing of the hardscape areas, all materials generated by the operation shall be collected and placed in trash containers or otherwise removed from the site to a properly licensed facility.

9.04.16 All areas locked, barricaded, or otherwise isolated while drying shall be opened by Contractor and made available for use upon the determination that they are usable.

9.04.17 All wastewater collected by a self-contained power scrubber must be disposed of in a sanitary sewer approved by the City.

10. EDGING

10.01 Completion:

10.01.01 All edged areas shall have well defined boundaries that are continuous, smooth, and clear of debris.

10.02 Equipment:

10.02.01 A wheeled power edger with a rigid blade shall be used where turf areas meet mow strips, walks or other hardscape.

10.02.02 A variety of landscape tools may be used to achieve well defined boundaries in groundcovers, planter beds, decomposed granite areas. No chemical edging is permitted.

10.03 Time Line:

10.03.01 Operations shall be completed according to the schedule approved by the City's representative.

10.03.02 Edging operations shall be completed one (1) time per week in the months March through September, and one (1) time every other week in the months October through February.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

10. EDGING (continued)

10.03 Time Line (continued)

10.03.03 In Rainbow Harbor, edging shall be completed in one operation before 10:00 a.m.

10.03.04 At the Aquarium, edging operations shall be completed in one operation before 8:30 a.m.

10.03.05 In the Rainbow Harbor or Aquarium areas, no gasoline-powered equipment may be utilized prior to 7:00 a.m. or after 10:00 a.m.

10.03.06 In all other areas, edging shall be completed in one operation before 2:00 p.m.

10.04 Operations:

10.04.01 Edging shall be completed as one operation on each site in a manner that ensures a well-defined edge.

10.04.02 All areas shall be edged to a neat and uniform line.

10.04.03 Debris resulting from edging operations shall be cleaned from impacted hard surfaces as a part of the edging operation and before leaving the site.

10.04.04 Edging shall result in a well-defined, semi V-shaped edge that extends below the soil line.

10.04.05 When designed edges exist in groundcover areas, these edges shall be kept clean, sharp, well defined, and free of weed and grass invasion.

10.04.06 The cuttings generated by mechanical edging operations shall not be allowed to visually detract from the landscaped area or germinate and contaminate the beds.

10.04.07 No adjacent appurtenances or properties shall be impacted by the edging operation.

10.04.08 In Rainbow Harbor, the edges of the lithocrete dance floors shall not be chipped or worn down by edging operations.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

11. DETAILING

11.01 Completion:

11.01.01 Detailed areas shall have crisp, clean, well defined edges that allow the complete function of sprinkler heads and visible perimeters of all appurtenances and plant trunks.

11.01.02 The height of mown turf shall be continued throughout detailed areas in turf, and a line that prevents invasive materials from intruding into shrubbery in groundcover areas shall be maintained.

11.02 Equipment:

Equipment and tools shall be appropriate to the task. No chemical detailing is permitted.

11.03 Time Line:

11.03.01 Operations shall be completed according to the schedule approved by the City's representative.

11.03.02 Detailing operations shall be completed one (1) time per week in the months March through September, and one (1) time every other week in the months October through February.

11.03.03 At the Aquarium, edging shall be completed in one operation before 8:30 a.m.

11.03.04 In the Rainbow Harbor or Aquarium areas, no gasoline-powered equipment may be utilized prior to 7:00 a.m. or after 10:00 a.m.

11.03.05 In all other areas, edging shall be completed in one operation before 2:00 p.m.

11.04 Operations:

11.04.01 Each detailing task shall be completed as one operation on each site in a manner that ensures well cleared obstacles.

11.04.02 All turf edges shall be trimmed or limited around sprinklers, valve boxes, quick coupler valves, meter boxes, backflow devices, pumps, light standards and other obstacles occurring in turf areas.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

11. DETAILING (continued)

11.04 Operations (continued)

11.04.03 In areas where string trimmers or similar devices are used, Contractor's staff shall not "dish" the area surrounding the obstacle, or scalp the turf by the edges.

11.04.04 Trimming around sprinkler heads shall be completed in a manner that allows optimal water distribution.

11.04.05 Detail work performed around trees, shrubs and other obstacles in groundcover areas shall result in visible base perimeters and prevent invasive materials from intruding into shrubbery or other types of groundcovers.

11.04.06 For detailing performed around trees and shrubs occurring in turf areas, a bare area of twenty-four (24) inches out from the base of the tree shall be maintained. The area between the trunk of the tree shall be mulched to a depth of 4 to 6 inches, with a mulch approved by the City.

11.04.07 Debris resulting from detailing operations shall be cleaned from impacted hard surfaces as a part of the detailing operation and before leaving the site.

11.04.08 Turf areas shall require the use of string trimmers or similar devices to detail sprinkler heads, valve boxes, quick coupler valves, or other similar obstacles. No "dishing" around these obstacles is allowed.

12. SHRUB PRUNING, HEDGE TRIMMING, AND PLANTER MAINTENANCE

12.01 Completion:

12.01.01 Shrubs shall be pruned to be aesthetically pleasing, reduced in size to allow new growth to develop within the confines of planters and beds, thinned to remove "bird nests" and cultured to promote the longevity of the plant.

12.01.02 Existing hedges shall be trimmed as formal structures and reduced in size to allow new growth to develop within the confines of planters and beds.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

12. SHRUB PRUNING, HEDGE TRIMMING, AND PLANTER MAINTENANCE (cont.)

12.01 Completion (continued)

12.01.03 Planters and other landscaped areas (e.g., banks, medians, street islands) where a variety of different plant materials and groundcovers are used, shall be trimmed/pruned to avoid encroachment of one variety into another. An aesthetic quality shall be maintained at all times.

12.01.04 Groundcover shall be trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or objects.

12.01.05 Plant material shall be free of spent flowers (or blossoms) and dead vegetation.

12.01.06 No dead, diseased, or aesthetically unpleasing, plant materials shall exist.

12.02 Equipment:

12.02.01 Equipment and tools shall be appropriate to the task.

12.03 Time Line:

12.03.01 Operations shall be completed according to the schedule approved by the City's representative.

12.03.02 At the Aquarium, operations shall be completed in one operation before 8:30 a.m.

12.03.03 In the Rainbow Harbor or Aquarium areas, no gasoline-powered equipment may be utilized prior to 7:00 a.m. or after 10:00 a.m.

12.04 Operations:

12.04.01 Each task shall be completed as one operation at each site.

12.04.02 Prune and trim all plant materials (including shrubs and hedges) to maintain clear access routes, vehicular and pedestrian visibility, prevent hazards, promote a pleasing landscape and encourage viable plant materials. All plant materials shall conform to the standards set forth by the International Society of Arboriculture (ISA).

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

12. SHRUB PRUNING, HEDGE TRIMMING, AND PLANTER MAINTENANCE (cont.)

12.04 Operations (continued)

12.04.03 All shrubs and hedges shall be reduced in size to allow new growth to develop within the confines of planters and beds. Each hedge shall have clean, straight lines and each shrub shall have an open, natural appearance.

12.04.04 "Bird nests" shall be thinned out.

12.04.05 Shrubs and hedges shall be cultured to promote the longevity of the plant.

12.04.06 Disinfect pruning implements between cuts where disease or infection is suspected to exist.

12.04.07 All pruning implements shall be sharp and in good working condition.

12.04.08 Dead or dying branches shall be pruned out of the plants.

12.04.09 Dead or diseased plants shall be removed.

12.04.10 In the Rainbow Harbor or Aquarium areas notify the City of diseased, infected, or dead plants immediately upon recognition. With the approval of the City's designated representative, remove and replace the plant(s) with a suitable replacement within two (2) days after recognition or notification by the City. The City will provide the replacement plants or shall compensate the Contractor for the plant(s) under Additional Work.

12.04.11 In all other areas, notify the City of diseased, infected, or dead plants within one (1) week after recognition. With the approval of the City's designated representative, remove and replace the plant(s) with a suitable replacement within three (3) days after recognition or notification by the City.

12.04.12 Vining plants growing on walls or fences shall be treated as hedges.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

12. SHRUB PRUNING, HEDGE TRIMMING, AND PLANTER MAINTENANCE (cont.)

12.04 Operations (continued)

12.04.13 Where appropriate, vining plants shall be treated as espaliers and trained to grow in a flat plane against a fence or wall. The desired branches shall be tied to the fence or wall using extra heavy plastic tree ties in a fan pattern to promote complete coverage. All other branches that interfere with the desired effect shall be suppressed by pinching them.

12.04.14 Do not allow the debris from pruning and trimming to remain on-site overnight or to create hazards in pedestrian or vehicle access areas.

12.04.15 For plant materials that are staked or guyed, connections shall be checked and retied to prevent girdling.

12.04.16 All plant material, spent blossoms, debris resulting from pruning and trimming operations, and other "green waste" shall be collected separately from trash, litter, and debris. Once collected, it shall be transferred to a location approved by the City.

13. ANNUAL BEDS

13.01 Completion:

13.01.01 Care for plants so that a neat and clean condition is presented at all times, to the satisfaction of the City.

13.01.02 Plant materials shall be installed so that plants shall complement the color palette of the adjacent landscape and hardscape.

13.01.03 Mature, flowering plant material shall be installed and carefully placed to offer a balance appearance. Final placement is determined to ensure continued growth of the mature plant. The selected plant materials shall be provided in four (4) inch pots with a minimum of eight (8) inches of growth per plant and in quantities as well as patterns specified and approved by the City.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

13. ANNUAL BEDS (continued)

13.01 Completion (continued)

13.01.04 Consideration will be given for health and well being of the plant material with respect to water retention, growing season, plant longevity, flower color palette, and growing conditions. This requirement is in accordance with accepted standards for annual bed planters.

13.01.05 Surface cap shall be smooth with grade and composed of specified materials.

13.01.06 Soil and tissue testing shall be performed to determine the appropriate ratio for fertilization.

13.01.07 Annual bed preparations shall have the soil loosened to an eight (8) inch depth with amendments thoroughly blended throughout the loosened soil. The surface shall be smoothed with large dirt clods reduced to crumbles of no more than one-half (1/2) inch in size.

13.01.08 Each task shall be completed as one operation at each site.

13.01.09 Micronutrient additions shall be applied as authorized by the City or as required by soil or tissue analysis and supply vital nutrients to annual bed materials.

13.02 Equipment:

13.02.01 Equipment shall be appropriate to the operation.

13.03 Time Line:

13.03.01 Operations shall be completed according to the schedule approved by the City's representative.

13.03.02 Planting operations shall be completed four (4) times per year according to the schedule approved by the City's representative.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

13. ANNUAL BEDS (continued)

13.04 Operations:

13.04.01 Plant materials shall conform to the requirements of the Landscape Plan of the area and to "Horticultural Standards" of American Association of Nurserymen as to kind, size, and age. Consult Contractor's plans of record to ensure correct identification of species. Plant material larger than those specified above may be supplied if complying in all other respects.

13.04.02 Substitutions may be allowed but only with prior written approval by the City.

13.04.03 Plant names used in the landscape plan of the area shall conform to "Standardized Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, follow the custom of the nursery trade.

13.04.04 Provide all plant material, including replacement plant material.

13.04.05 Plants shall be sound, healthy, vigorous, free from plant disease, insect pests or their eggs, and shall have healthy normal root systems and comply with all state and local regulations governing these matters, and shall be free from any noxious weeds.

13.04.06 Measure the growth of all plant material eight (8) inches above the surface of a four (4) inch pot.

13.04.07 Where dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be conventional size for stock for type listed. They must be flowering and sturdy enough to stand-alone without wilting.

13.04.08 Plant materials shall be symmetrical, and/or typical for variety and species.

13.04.09 All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the City.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

13. ANNUAL BEDS (continued)

13.04 Operations (continued)

13.04.10 All plant material shall be guaranteed to live and remain in healthy condition for no less than thirty (30) days from the date of acceptance of the plant by the City. Plant materials shall be inspected at the site prior to planting.

13.04.11 Replace all plant material damaged by any means with the identical species of plant that was damaged, unless otherwise notified in writing by the City. Size of the replacement shall be consistent with the existing plant material. The City will determine the need for replacement. The City retains the right to inspect and reject unsatisfactory or defective plant material at any time during the progress of the work. Plants identified as unacceptable shall be removed from the site immediately and replaced with suitable plant material at the Contractor's sole expense.

13.04.12 Prepare the annual bed by removing any vegetation, decayed wood, stones or debris larger than one (1) inch in diameter that might represent an obstruction or work related hazards. Remove these materials from the site.

13.04.13 All annual beds/areas shall be thoroughly "cultivated" or roto-tilled to a depth of eight (8) inches.

13.04.14 All roto-tilling operations shall be performed in two (2) directions.

13.04.15 Soil in planting areas shall be thoroughly moistened and graded to one-tenth (1/10) foot of finished grade prior to incorporating soil amendments.

13.04.16 Soil in planting areas shall be fertilized and amended as prescribed in the fertilization/amendment section herein. Use a standard commercial brand 6 - 6 -12 slow release fertilizer such as Osmocote, or approved equal, when preparing the bed for planting.

13.04.17 Planting areas shall be blended to eight (8) inches and floated to eliminate humps or hollows that might inhibit drainage. All flow lines, designated or not, shall be graded and maintained to allow free flow of surface water.

13.04.18 Finish grade of planting areas shall be established one (1) inch below adjacent paving, curbs and mowing strips.

13.04.19 Furnish any additional "soil-less mix".

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

13. ANNUAL BEDS (continued)

13.04 Operations (continued)

13.04.20 Use a formula/ratio indicated by soil and tissue sampling to fertilize after planting and during growth cycle.

13.04.21 "Soil-less mix" should consist of 50% 20/30 sterilized sand, 25% only fine grade nitrogen stabilized wood shavings having 1% nitrogen added per pound of shavings and 25% Perlite.

13.04.22 Use plant materials with color and low maintenance characteristics.

13.04.23 The following quality standards are required for landscape materials: healthy, well formed, well rooted, disease and insect free; grown by a nursery that is inspected by the State Department of Agriculture;

13.04.24 Plant materials shall be labeled or tagged indicating the variety of plant including proper botanical name giving genus, species, and (if applicable) variety.

13.04.25 The City retains the right to inspect and reject unsatisfactory or defective plant material at any time during the progress of the work. Plants identified as unacceptable shall be removed from the site immediately and replaced with suitable plant material at the Contractor's sole expense.

13.04.26 Following the planting of annual beds, each plant shall be immediately and thoroughly watered by means of a hose using a "soft rain" type attachment to settle the soil around the plant roots and to eliminate air pockets. Apply water in sufficient quantities and as often as seasonal conditions require to keep the ground moist at all times, well below the root system. Exercise care to prevent over watering, flooding and excessive runoff.

13.04.27 Beds and planters shall be thoroughly cultivated to ensure friable soil.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

13. ANNUAL BEDS (continued)

13.04 Operations (continued)

13.04.28 Perform vertical mulching to reduce stagnation, increase gas exchange, increase infiltration and percolation, as well as assure the viability and longevity of the planted materials.

13.04.29 Cultivating is not a weeding operation. Weeds and other plant materials shall not be turned under or blended into the soil during the cultivation of any bed or planter.

13.04.30 Take care so that neither plant materials nor their roots shall be adversely affected by the cultivation of any area. Damaged roots shall be properly pruned.

13.04.31 Ensure that staff cultivating any area are well instructed and knowledgeable of the root needs of the plant materials before initiating any operation.

13.04.32 Remove dead or dying flowers (dead heading) from the plants on a regular enough basis to ensure the continued growth and production of blooms.

13.04.33 Remove dead or diseased plants from the site, and dispose of them at a location approved by the City. Notify the City of diseased, infected, or dead plants identified or removed within one (1) week after the recognition or activity.

13.04.34 All plant materials removed and other "green waste" shall be collected separately from trash, litter, and debris. Once collected, it shall be transferred to a location approved by the City, and shall be deposited in a manner to maintain its separation.

14. WEED REMOVAL

14.01 Completion:

14.01.01 No weeds shall be present.

14.01.02 Hand-weeded areas shall have the weeds removed (including root systems), collected and removed from the area. No cut vegetation shall be visible and it shall not have been cultivated into the soil.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

14. WEED REMOVAL (continued)

14.01 Completion (continued)

14.01.03 Chemically treated weeds shall have been treated well enough in advance to allow the complete removal of dead vegetation. No vegetation shall be visible and it shall not have been cultivated into the soil.

14.01.04 Groundcover beds and planters shall be chemically treated, not burned, to remove undesirable species or killed out completely to remove invasions. If chemically treated to remove undesirable species, dead materials shall be removed from the area.

14.02 Equipment:

14.02.01 Equipment, materials, and tools shall be appropriate to the operation.

14.03 Time Line:

14.03.01 Operations shall be completed according to the schedule approved by the City's representative.

14.03.02 At the Aquarium, operations shall be completed in one operation before 8:30 a.m.

14.04 Operations:

14.04.01 Each task shall be completed as one operation at each site.

14.04.02 All undesirable vegetation shall be kept under strict control.

14.04.03 Remove or control all weeds and grasses from the following areas: beds, planters, walkways, hardscapes, esplanades, decomposed granite areas and walkways, picnic areas, drainage areas, play areas, patios, expansion joints in all hard surface areas, driveways, beach garden area of Rainbow Harbor, interior roadways, rip-rap (rock seawalls), parking lots, slopes and hillsides, bare areas, and undeveloped areas.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

14. WEED REMOVAL (continued)

14.04 Operations (continued)

14.04.04 Remove all weeds, mechanically, from shrub beds, planters, and other cultivated areas. No contact weed control chemical may be used in flowerbeds after they are planted for the season. Appropriate mulches are encouraged but must be aesthetically compatible and not physically or chemically harmful.

14.04.05 Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation a second application, at no additional cost, shall be made. Spot treat shall be performed with a portable sprayer using an effective herbicide applying per manufacturer's recommendation. Water shall not be applied to treated areas for forty-eight (48) hours after each application.

14.04.06 Explicitly follow manufacturer's instructions for the use of herbicides and apply them in a manner to prevent runoff.

14.04.07 Developed areas of a facility that have become denuded shall be maintained weed free.

14.04.08 Designated areas of a site that are left in a natural state, so that the plant's root systems are utilized to stabilize the soil, may occasionally need to be mown or otherwise controlled to a given height for appearance or fire suppression reasons.

14.04.09 Weeds removed and other "green waste" shall be collected separately from trash, litter, and debris. Once collected, it shall be transferred to a location approved by the City, and shall be deposited in a manner to maintain its separation.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

15. BEACH GARDEN

15.01 Completion:

15.01.01 Inspect beach garden, sand and garden appurtenances 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.

15.01.02 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.

15.01.03 Beach sand shall have been cleaned, leveled, and cushioned with materials relocated to maintain designated grades.

15.01.04 Excess beach sand shall be removed from beneath the boardwalk.

15.01.05 Beach sand shall be free from "crusting" and compaction.

15.01.06 Walks, boardwalks, approaches, benches, etc. shall have been cleaned and all loose or foreign materials removed.

15.02 Equipment:

15.02.01 Equipment shall be appropriate to the task.

15.02.02 Barricading materials shall be the Contractor's responsibility.

15.02.03 Vehicles are not to be driven on the wooden boardwalk path.

15.03 Time Line:

15.03.01 Cleaning, grading, and shaping shall be completed daily before 10:00 a.m.

15.03.02 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.

15.04 Operations:

15.04.01 Beach garden shall be inspected at the start of each workday.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

15. BEACH GARDEN (continued)

15.04 Operations (continued)

15.04.02 Hazardous conditions, whether identified during inspections or in the course of other on-going maintenance work, shall be immediately barricaded or otherwise identified to protect the public. Notify the City immediately of any hazardous, or potentially hazardous, conditions.

15.04.03 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 workday.

15.04.04 In the course of cleaning operation, ensure that styrofoam fragments are removed and not broken into smaller fragments.

15.04.05 During the grading and distribution of beach sand, no concrete footing shall be exposed. Each footing shall be covered to provide adequate cushioning and prevent tripping.

15.04.06 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.

15.04.07 Sand combs shall be used to ensure a thorough cleaning.

15.04.08 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.

16. IRRIGATION SYSTEM MANAGEMENT

16.01 Completion:

16.01.01 All landscaped and turf areas shall be irrigated to maintain adequate growth and appearance.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

16. IRRIGATION SYSTEM MANAGEMENT (continued)

16.01 Completion (continued)

16.01.02 Upon evaluation of soil conditions, Contractor shall provide adequate moisture and fertilizer to the soil profile through the use of all available delivery systems.

16.01.03 All sprinkler heads, valve boxes, and quick coupler valves shall be even with the soil line or thatch and mat levels, whichever is most appropriate. All subsurface drip irrigation systems shall be kept a minimum of four (4) inches to a maximum of six (6) inches below grade. Obvious malfunctions and incorrect adjustments shall be corrected.

16.01.04 To ensure the operability of irrigation systems, correct or repair malfunctioning irrigation systems and equipment and all lines downstream from the water meter(s) throughout the site.

16.01.05 Upon detection or notification of irrigation system malfunction (i.e., damage, operation deficiency), correct or repair the cause of the malfunction and any resulting damage to landscaped and turf areas.

16.01.06 Cycle all controllers and inspect the operation of the irrigation system. Report all maintenance functions which have been properly prepared and submitted as scheduled.

16.01.07 Irrigation components shall be hazard free and functional. Within system capacity, turf, parkways, median strips, planters, banks, and tree wells shall be well irrigated without creating water hazards, interfering with public activities, or damaging vegetation.

16.01.08 Repairs shall be done as scheduled.

16.02 Equipment:

Equipment, materials, and tools shall be appropriate to the operation.

16.03 Time Line:

16.03.01 Operations in all other areas shall be completed according to the schedule approved by the City's representative.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

16. IRRIGATION SYSTEM MANAGEMENT (continued)

16.03 Time Line (continued)

16.03.02 At the Aquarium, all operations must be completed before 8:30 a.m.

16.03.03 All repairs shall be completed within one watering cycle.

16.04 Operations:

16.04.01 Manage the overall irrigation systems to ensure the delivery of adequate moisture and fertilizer to the landscaped areas. The delivery of adequate moisture and fertilizer to the landscaped areas shall include, but not be limited to: operation of the automatic controllers, valves, pumps, subsurface irrigation, sprinkler heads, hand watering, and the operation of manual valves. Water conservation must be taken into consideration with all irrigation methods.

16.04.02 Since water requirements of plants vary according to the season and a particular year, pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual areas. The variation in the size of plants installed as well as the varieties shall be taken into consideration.

16.04.03 Provide adequate soil moisture and, in doing so, consider the soil conditions, humidity, minimizing runoff and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions and manual operation of the irrigation system or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe shall be used to a depth of eight (8) inches to determine the water penetration by random testing of the soil profile.

16.04.04 Regulate watering to avoid interference with any use of the facility's roadways, paving, walks, or public areas. Over spray and runoff onto roadways, sidewalks, banks, hardscape, and private property shall be minimized or prevented.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

16. IRRIGATION SYSTEM MANAGEMENT (continued)

16.04 Operations (continued)

16.04.05 Control irrigation system during inclement weather conditions and limit the use of water appropriate for the weather situation to the satisfaction of the City.

16.04.06 Control the irrigation system in such a way as not to cause any excessively wet or "waterlogged" areas, which could interfere with the mowing operation. "In lawn" trees and other planting shall be protected from over watering and runoff drowning.

16.04.07 Water new turf (up through the sixth mowing) immediately after mowing. Do not water well-established turf for at least four (4) hours after mowing.

16.04.08 Water all groundcover, planters, beds, banks, median strips, parkways, and newly planted trees as necessary to maintain a healthy condition, with appropriate care being taken not to over water in shady areas.

16.04.09 Ensure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system, and the maintenance of the sprinkler heads and drip irrigation system. This knowledge of landscape irrigation systems shall include, but not be limited to, the operation, maintenance, adjustment and repair of said systems and their components.

16.04.10 Repair or replace irrigation system components including, but not limited to pumping systems, main pressure lines, lateral lines, automatic controllers, remote control valves, gate valves, control tubing, control wiring, valve sleeves, valve boxes and lids, electrical pull boxes and lids, subsurface drip irrigation system components, backflow devices, and fertilization system components.

16.04.11 Replacement components for the irrigation system shall be with specified equipment of the same quality, or substitutes approved by the City prior to any installation thereof.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

16. IRRIGATION SYSTEM MANAGEMENT (continued)

16.04 Operations (continued)

16.04.12 City will supply the following components of the irrigation system(s): pumping systems, remote control valves, gate valves, butterfly valves, rain sensors, flow sensors, valve boxes, sprinkler heads with inlets over one-half (½) inch, subsurface drip irrigation system components, automatic controllers, and backflow devices.

16.04.13 Provide all replacement piping, PVC nipples, caps, plugs, elbows, couplings, etc. (using schedule 80 as a replacement) due to normal wear and damage.

16.04.14 Repair or replace sprinkler heads having a one-half (½) inch inlet.

16.04.15 Repair or restore, to the satisfaction of the City, all turf or landscaped areas damaged by irrigation system malfunction(s). Repair or restore all turf and landscaped areas damaged by the Contractor's failure to correct irrigation system malfunction(s) within approved time frames.

16.04.16 In the event that repairs must be made to irrigation lines under hardscapes (i.e., pavers, concrete, boardwalk), the City will remove and replace the hardscape. Contractor shall provide trenching and filling.

16.04.17 In the event of malfunctioning automatic controller(s), remote control valve(s), pumping systems, use adequate alternate means of irrigation, including, but not limited to, the manual manipulation of the irrigation system.

16.04.18 Confer with the City regarding the need for replacement or relocation of inoperable sprinkler heads. City may require the Contractor, at no additional cost, to exchange operable with inoperable sprinkler head(s) in areas identified by the City.

16.04.19 Inspect each site and reporting obvious malfunctions and operational problems with the irrigation system.

16.04.20 Turn on and use all manual valves, quick coupler valves, and hose bibs in delivering water to a facility.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

16. IRRIGATION SYSTEM MANAGEMENT (continued)

16.04 Operations (continued)

16.04.21 Adjust and repair all sprinkler heads, subsurface drip systems, and all components of the irrigation system(s) to provide adequate coverage, without allowing excessive runoff and/or erosion.

16.04.22 In order to ensure the operability of the irrigation system, cycle controller(s) through each station manually and automatically to check the effectiveness of all facets of the irrigation system. Record, on the regular irrigation report, malfunctions throughout the system and request replacement components for the subsurface drip system and sprinklers (for those that the City provides) by station, brand, type, arc and nozzle size, for those sprinklers that are not functioning properly or are creating hazardous conditions. Once replacement sprinklers are provided, the Contractor will have one watering cycle to change out the sprinklers and return the malfunctioning sprinklers to the City. At the City's discretion, the Contractor may be required to remove the head and cap and cover the line until replacement sprinklers can be provided. For those sprinkler heads that are the Contractor's responsibility to replace, as well as those irrigation components that are the Contractor's responsibility to repair or replace, regardless of sprinkler inlet size, such repairs or replacements shall be made within one watering cycle, or after City notifies the Contractor, or after the identification of a problem by the Contractor's staff during their on-site operations.

16.04.23 In addition to regular testing, all irrigation systems shall be tested and inspected when malfunctions are suspected, observed or reported. Immediately notify the City of any damaged or inoperable irrigation components, indicating the problem, location, size, and type of irrigation equipment. Contractor's staff shall be knowledgeable in irrigation schedules so as to be able to report water running at unscheduled times.

16.04.24 Clear quick coupling valves, checking valves, basket strainers, sprinkler inlets or screens, subsurface drip system filters, flush valves and regulators to allow normal water flow and keep them free of normally occurring debris.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

16. IRRIGATION SYSTEM MANAGEMENT (continued)

16.04 Operations (continued)

16.04.25 Affected irrigation lines shall be flushed as a component of its repair or replacement activities.

16.04.26 Immediately respond to pressure line breaks during the Contractor's basic hours of maintenance service, or any other time when Contractor's staff is in sight.

16.04.27 The City will respond to pressure line breaks when they occur after, or outside of, the Contractor's basic hours of maintenance service. The City will respond by turning the water off at the valve. The City will notify the Contractor at the beginning of the Contractor's next workday.

16.04.28 Swing joints shall be configured in accordance with City standards and specifications.

16.04.29 Following the repair or exchange of sprinkler heads or quick coupler valves in turf areas, return the sprinkler heads or quick coupler valves to grade.

16.04.30 Immediately notify the City of any missing valve box covers. Vandalized and unsafe valve box covers shall be reported in the same manner.

16.04.31 All irrigation system components are the property of the City and shall be returned to the City. Ownership of all parts, whole goods or components of repair or replacement shall remain in the City.

16.04.32 Functional irrigation devices turned over to the Contractor for the purpose of facilitating an irrigation program shall be returned in equivalent number and functionality at the end of the Contract term.

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

17. PICNIC AREAS

17.01 Completion:

17.01.01 Picnic tables and their pads shall be cleaned and disinfected.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

17. PICNIC AREAS (continued)

17.01 Completion (continued)

17.01.02 Cleaning and disinfecting of picnic areas shall be completed as one operation at each site.

17.01.03 Contractor shall also meet the criteria for picnic areas specified in Section 21 (Spot Cleaning).

17.02 Equipment:

17.02.01 Equipment, materials, and tools shall be appropriate to the task.

17.03 Time Line:

17.03.01 Operations shall be completed according to the schedule approved by the City's representative.

17.03.02 In the Rainbow Harbor or Aquarium areas, initial cleaning and disinfecting operations shall daily prior to 10:00 a.m.

17.04 Operations:

17.04.01 Picnic tables and pads shall be cleaned and disinfected to ensure safe use by the public.

17.04.02 All litter, debris, freestanding oil, grease, liquids, cigarette butts, food, stains, "green waste," graffiti, blood, bird defecation, feces, vomit, broken glass, ashes, partially-burned charcoal from portable braziers, and other materials, substances, and contaminants shall be removed from picnic tables and pads and removed offsite, and disposed of at a location approved by the City.

17.04.03 Picnic tables and pads shall be checked for broken or chipped concrete, carvings, looseness of planks or braces, cleanliness and general need of repair. When deficiencies are noted during inspections, immediately notify City.

17.04.04 When hazards or hazardous conditions are noted during inspections, the picnic table shall be isolated, barricaded, or otherwise identified to prevent public use, and immediately notify the City.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

17. PICNIC AREAS (continued)

17.04 Operations (continued)

17.04.05 Properly use disinfectants and cleaning materials and follow a logical progression in the steps necessary to the proper cleaning of the area. Scrub brushes, cleaning sponges/rags, chemicals, scrapers, etc. shall be properly used so that they do not contribute to the contamination of the site. Cleaning materials shall be neutralized between cleaning sites, rinse water shall be changed and the container cleaned between cleaning sites, and the cleaning and disinfecting solutions shall be changed between sites.

17.04.06 Make every effort to remove graffiti on picnic tables and pads during cleaning operations. Immediately report all graffiti which cannot be removed through cleaning washing operations to the City's designated representative.

17.04.07 Only potable water may flow into the ocean, Rainbow Harbor and Rainbow Lagoon. No cleaning agents used in washing operations must be allowed to flow into the ocean, either directly, or through drains.

18. APPURTENANCES

18.01 Completion:

18.01.01 Appurtenances shall present an aesthetically pleasing, healthful, and/or functional condition.

18.01.02 Cleaning of appurtenances shall be completed as one operation at each site.

18.01.03 Meet the criteria for appurtenances specified in Section 21 (Spot Cleaning).

18.02 Equipment:

18.02.01 Equipment, materials, and tools shall be appropriate to the operation.

18.03 Time Line:

18.03.01 Operations shall be completed according to the approved Contractor's schedule.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

18. APPURTENANCES (continued)

18.03 Time Line (continued)

18.03.02 In Rainbow Harbor, initial cleaning operations shall be completed before 10:00 a.m. daily.

18.04 Operations:

18.04.01 Appurtenances shall be cleaned to present an aesthetically pleasing, healthful, and/or functional condition.

18.04.02 Appurtenances which are to be cleaned include: handrails (all rungs), benches, planter walls, retaining walls, bollard lamps, light standards, flag/banner poles, fire hydrants, display cases, valve boxes, bike racks, ticket booths, sculptures and other decorative features, kiosks, electrical panels and transformers, and signage.

18.04.03 All litter, debris, grease, liquids, food, "green waste," smudges, soiling, stains, graffiti, liquids, blood, bird defecation, cobwebs, and other materials, substances, and contaminants shall be removed from appurtenances.

18.04.04 Follow a logical progression of steps necessary to clean the appurtenance(s). Appurtenances must be cleaned by a method which does not result in water runoff or cleaning agents going into a storm drain or directly into the ocean, Rainbow Harbor or Rainbow Lagoon.

18.04.05 High-pressure, low-volume sprayers, scrub brushes, cleaning sponges, rags, chemicals, cleansers, glass cleaner, scrapers, etc. shall be properly used to clean surfaces without causing damage.

18.04.06 Appurtenances shall be hand-dried if the natural drying process leaves water spots or other residue, or if the natural drying process takes an especially long period of time.

18.04.07 Light standards, flag poles, banner poles, and signs shall be cleaned to a normal arms reach in height.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

18. APPURTENANCES (continued)

18.04 Operations (continued)

18.04.08 Clear surfaces of ticket booths, display cases, and "Promenade" elevator (i.e. "bird cage") shall be thoroughly cleaned with an appropriate cleaner to maintain the clear nature of the surface.

18.04.09 Appurtenances shall be checked for anomalies and hazardous conditions. When deficiencies are noted during inspections, immediately notify City.

18.04.10 When hazards or hazardous conditions are noted during inspections, the picnic table shall be isolated, barricaded, or otherwise identified to prevent public use, and immediately notify the City.

18.04.11 Make every effort to remove graffiti on appurtenances during cleaning operations. Immediately report all graffiti which cannot be removed through cleaning operations to the City's designated representative.

19. DRINKING FOUNTAINS

19.01 Completion:

19.01.01 Drinking fountains shall be free of standing water, disinfected, free of calcium deposits or other encrustations, well polished and their drains/collectors cleaned of siltation and debris.

19.01.02 Drinking fountains shall be inspected to identify:

- a. standing water/clogged drains
 - b. siltation and debris in collectors and drains
 - c. inoperable handles and plugged nozzles
 - d. high and low water pressure problems
 - e. non-functioning hardware/equipment
 - f. leaks or running water
 - g. sharp edges or points
 - h. worn or loose fittings
 - i. damage resulting from vandalism
 - j. other hazardous and undesirable conditions in the immediate vicinity of the drinking fountain
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SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

19. DRINKING FOUNTAINS (continued)

19.01 Completion (continued)

19.01.03 Any anomalies shall be identified and reported on inspection forms, which have been properly prepared and submitted as scheduled.

19.01.04 Hazardous conditions, whether identified during inspections or in the course of other on-going maintenance work, shall be immediately barricaded or otherwise identified to protect the public. Immediately notify the City of any hazardous or potentially hazardous conditions.

19.02 Equipment:

19.02.01 Inspection forms shall be provided by the City.

19.02.02 Supply at Contractor's sole cost all barricading materials.

19.02.03 Equipment, materials, and tools shall be appropriate to the task.

19.03 Time Line:

19.03.01 Operations shall be completed according to the schedule approved by the City's representative.

19.03.02 In Rainbow Harbor, drinking fountains shall be cleaned, disinfected, and inspected daily prior to 10:00 a.m.

19.03.03 Inspection forms shall be completed at the time of inspection, and shall be delivered to the monitor prior to 2:00 p.m. the day of inspection.

19.04 Operations:

19.04.01 Exterior drinking fountains shall have standing water removed from the bowl prior to cleaning.

19.04.02 Handles, shields, nozzles, bowls, splash plates and other finished surfaces shall be cleaned, with calcium deposits and other encrustations removed, before the unit is disinfected.

19.04.03 Cleaning materials and disinfectants shall be approved by the City.

19.04.04 Drains and collectors shall be cleaned of siltation and debris.

19.04.05 Collection boxes shall be free of debris or siltation accumulations.

19.04.06 Accumulations of water surrounding the base of the drinking fountains shall be removed by siphon or squeegee.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

19. DRINKING FOUNTAINS (continued)

19.04 Operations (continued)

19.04.07 Pedestals, mounts, steps, drain grates, fountains and their associated hardware shall be inspected for functionability and hazardous conditions, and the City immediately notified of the existence of any such condition.

19.04.08 Leaking fixtures, clogged or stopped up drains, and damaged drinking fountains shall be immediately reported to the City.

19.04.09 City will repair and replace drinking fountains and fixtures.

20. INTEGRATED PEST MANAGEMENT

20.01 Completion:

20.01.01 Complete and continuous control and eradication of pests and diseases shall be obtained by means of an integrated pest management program. Pests and diseases include, but are not limited to, insects, aphids, mites, invertebrates, vertebrates (rodents), pathogens, and nematodes. Control shall be obtained through prevention, sound cultural practices, pesticide applications, fumitoxin applications, exclusion, natural enemies, biological control, and host resistance.

20.01.02 When rodent infestation becomes evident, at once proceed to exterminate the rodents. All areas treated to control rodents shall be kept free of infestations.

20.01.03 Mounds treated to control rodents shall have the excavated materials removed and deposited in a location designated by the City. The areas shall then be raked smooth and blended into a smooth transition with the existing soil line.

20.02 Equipment:

20.02.01 Equipment shall be appropriate to the operation.

20.02.02 Spray equipment shall be in good operating conditions, quality, and design to efficiently apply materials to the target area.

20.02.03 All material used shall be in strict accordance and applied within the most current EPA regulations and the California Food and Agricultural Code.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

20. INTEGRATED PEST MANAGEMENT (continued)

20.02 Equipment (continued)

20.02.04 Explicitly follow manufacturer's instructions for the preparation and use of pesticides, fumitoxin, and other chemicals.

20.02.05 Do not use any materials as a substitution for specified materials without the written consent of the City's designated representative.

20.02.06 Pesticides shall be selected from those materials which characteristically have the lowest residual persistence. Emulsifiable concentrates shall be used when possible to limit windblown particles. The use of adjuvants will be to increase pesticide efficiency thereby reducing the total amount of technical material required to gain control.

20.03 Time Line:

20.03.01 Operations shall be completed once per week or as needed according to the schedule approved by the City's representative.

20.03.02 Pesticides, fumitoxin, rodenticides, and other chemicals shall be applied at a time, which limits the possibility of contamination from climatic or other factors, and at the proper life cycle of pests. Apply in the early morning when possible to avoid contamination from draft.

20.03.03 Material use reports for all pesticides, fumitoxin, and other chemicals shall be provided to the City monthly.

20.04 Operations:

20.04.01 Establish a continuing program to control insects and rodents.

20.04.02 All areas of the landscape shall be inspected for infestations of harmful pests, such as ants, insects, mites, snails, and sowbugs. Plants shall be observed closely for leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, or wilted. Turf areas and rock seawalls (rip-rap) shall be observed closely for infestations of rodents.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

20. INTEGRATED PEST MANAGEMENT (continued)

20.04 Operations (continued)

20.04.03 Initiate cultural methods before a pest is visible. At certain times of the year and with certain environmental conditions, the presence of certain pests can be anticipated. Examine new growth for the presence of aphids, leaf hoppers, scale, mealy bugs, and mites. A 10-power magnifying glass shall be used to see mites.

20.04.04 Look for ants on soil, along walks, around trash containers, and on trunks of shrubs and trees. When ants are present, there will be sucking insects. The control of ants will aid in the control of plant feeding insects. Do not use toxic pesticides when predatory or parasitic insects are present.

20.04.05 Regularly inspect trees for bark beetles, which feed in the cambium of scaffold branches and trunks. Control adult beetles before they lay eggs on bark in the spring. All trees near one infested the previous year must be sprayed in March and again in May.

20.04.06 Control snails before becoming epidemic. Snails can be anticipated as a menace from spring until the advent of high temperatures, wherever moist soil prevails. Control snails with weekly applications of toxic bait until the youngest brood is gone. The City will not tolerate epidemics of snails.

20.04.07 Notify City's designated representative prior to the application of pesticides, fumitoxin, and other chemicals.

20.04.08 Record all pesticides, fumitoxin, and other chemicals used for pest control on monthly material use reports.

20.04.09 Take care in transferring and mixing pesticides to prevent contaminating areas outside the target area.

20.04.10 Spray tanks containing leftover materials shall not be drained on site. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the State of California Food and Agriculture Code or EPA regulations.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

20. INTEGRATED PEST MANAGEMENT (continued)

20.04 Operations (continued)

20.04.11 All areas treated for rodents shall be maintained free of rodents including, but not limited to, gophers, rats, mice, and ground squirrels causing damage to the grounds or appurtenances.

20.04.12 Use Fumitoxin (Aluminum Phosphide) for the control of rodents in turf and planter areas.

20.04.13 Effects of rodent activity shall be backfilled, compacted, raked level, and any remaining excavated materials removed and deposited in a location designated by the City.

20.04.14 Eradication means the elimination of all rodents and the evidence of their presence.

20.04.15 There shall be no runoff created by the application of rodenticides and pesticides.

20.04.16 Irrigation water after pesticide application shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, apply only in quantities which the area is capable of receiving without runoff.

21. SPOT CLEANING

21.01 Completion:

21.01.01 Keep the Rainbow Harbor or Aquarium areas free of litter and debris at all times. Any reported or observed litter and debris shall be collected and removed within 30 minutes.

21.01.02 In the Rainbow Harbor or Aquarium areas, maintain hardscapes, benches, planter walls, handrails (all rungs), appurtenances, and other surfaces to sustain an aesthetically pleasing, healthful, and/or functional condition. Any reported or observed debris, spills, stains, foreign substances, bird defecation, shall be collected and removed within 30 minutes.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

21. SPOT CLEANING (continued)

21.01 Completion (continued)

21.01.03 In the Rainbow Harbor or Aquarium areas, maintain picnic tables and pads to sustain an aesthetically pleasing, healthful, and/or functional condition. Any reported or observed litter, debris, spills, stains, foreign substances, bird defecation, etc. shall be collected and removed within 30 minutes.

21.01.04 In the Rainbow Harbor or Aquarium areas, maintain appurtenances to sustain an aesthetically pleasing, healthful, and/or functional condition. Any reported or observed foreign substances, spills, bird defecation, smudges, soiling, stains, etc. shall be collected and removed within 30 minutes.

21.02 Equipment:

21.02.01 Equipment, materials, and tools for litter and debris removal shall be consistent with those specified in Section 7 (Litter and Debris Removal).

21.02.02 Equipment, materials, and tools for washing shall be consistent with those specified in Section 9 (Washing and Steam Cleaning).

21.02.03 Equipment, materials, and tools for cleaning picnic areas shall be consistent with those specified in Section 17 (Picnic Areas).

21.02.04 Equipment, materials, and tools for cleaning appurtenances shall be consistent with those specified in Section 18 (Appurtenances).

21.03 Time Line:

21.03.01 Monitor the site in during the basic daily maintenance hours as identified in the Supplemental Conditions. Any reported or observed litter, debris, spills, stains, foreign substances, bird defecation, etc. shall be collected and removed within 30 minutes.

21.03.02 As a component of "Spot Cleaning" operations, inspect the "Promenade" elevator (i.e., "bird cage") in Rainbow Harbor at 12:00 noon and 3:00 p.m.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

21. SPOT CLEANING (continued)

21.04 Operations:

21.04.01 Actively monitor the sites to maintain an aesthetically-pleasing, healthful, and functional condition. Contractor shall: (1) remove all litter; (2) spot clean hardscapes, benches, planter walls, handrails (all rungs), bollard lights, light standards, flag poles, banner poles, appurtenances, and other surfaces; (3) spot-clean picnic tables and pads; and (4) spot clean appurtenances.

21.04.02 Contractor's operations shall be consistent with the operating criteria specified in Section 7 (Litter and Debris Removal), Section 9 (Washing and Steam Cleaning), Section 17 (Picnic Areas), and Section 18 (Appurtenances).

21.04.03 In the performance of spot cleaning operations, the Contractor is not expected to remove all bird defecation in all areas. However, the Contractor shall remove bird defecation on handrails, hardscapes, walkways, boardwalks, benches, and appurtenances when it presents a condition that is conspicuously unattractive, unhealthful, or when it serves to inhibit public use of handrails or seating areas.

22. SAND/SURFACED PLAY AREAS

22.01 Completion:

22.01.01 Inspect play area surface materials and play area appurtenances for defects or damage. Immediately report to the City any observed defects, damage, or hazards, and shall isolate, barricade, or otherwise control them to prevent public use. Complete a "Hazard Notification" form.

22.01.02 Surfacing materials shall have been cleaned, leveled, and cushioned with materials relocated into "dished out" areas.

22.01.03 Surfacing materials shall be free from "crusting" and compaction.

22.01.04 Walks, approaches, benches, etc. shall have been cleaned and all loose or foreign materials removed.

22.02 Equipment:

22.02.01 Equipment shall be appropriate to the task.

22.02.02 Provide barricades.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

22. SAND/SURFACED PLAY AREAS (continued)

22.03 Time Line:

22.03.01 Operations shall be completed daily (Monday through Sunday) by 10:00 a.m.

22.03.02 Sand play areas shall receive a deep cultivating once per month according to the approved Contractor's schedule.

22.04 Operations:

22.04.01 All playground sites and play equipment shall be inspected each work day. Hazardous conditions shall be immediately barricaded or otherwise identified to protect the public. Notify the City immediately of any hazardous, or potentially hazardous, conditions. These conditions may include, but are not limited to:

- a. accessible sharp edges or points
- b. exposed ends of tubing which need caps or plugs
- c. protruding bolt ends, loose bolts, or loose nuts
- d. splintered or cracked wood
- e. broken or missing rails, steps, or seats
- f. peeling paint
- g. worn or loose fitting bearings, S-hooks, chain links, etc.
- h. damage resulting from vandalism
- i. safety hazards caused by rocks, roots, glass, and foreign substances
- j. play equipment lubrication
- k. compacted, damaged, or missing surfacing materials
- l. exposed footings
- m. missing equipment
- n. damaged or unsafe fencing, railings, or gates

22.04.02 Surfacing materials shall be cleaned, returned to "dished out" areas, and raked level while removing any foreign hazardous material, litter or debris at the start of each work day.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

22. SAND/SURFACED PLAY AREAS (continued)

22.04 Operations (continued)

22.04.03 Special attention shall be made to low and "dished out" areas around play equipment. These areas shall be leveled by distributing surface materials from high areas to low areas. Surfacing materials shall be maintained at a level grade throughout the play area, including under equipment. Surfacing materials shall be maintained 6" below curb grade throughout the area.

22.04.04 During the leveling and distribution of surfacing materials, no concrete footing shall be exposed. Each footing shall be covered to provide adequate cushioning and prevent tripping.

22.04.05 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.

22.04.06 The raking and distribution of surfacing materials around and below the play equipment shall have a cushioning potential and this condition shall extend throughout the play area. The cushioning shall be 8" to 12" depth.

22.04.07 When each task/cycle is completed, each play area shall be maintained free of waste, including but not limited to, litter, cans, pop tops, broken glass, weeds, and other harmful and unsightly debris, such as leaves and fecal matter. Sand combs shall be used to ensure a thorough cleaning.

22.04.08 Equal access play areas and their resilient surfaces shall be thoroughly swept to remove sand, silt, and debris in conjunction with other cushioning surface material maintenance operations.

22.04.09 During deep cushioning operation, the entire sand area shall be loosened by tilling to a minimum depth of 12", or the depth of the surfacing material if less than 12", using a power rototiller. Once this has been accomplished, the sand shall be raked smooth and evenly redistributed.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

OPTIONAL TASK

The Optional Task described herein may be required by the City. The bidder shall provide bid costs for this task where noted. The bids will be analyzed with and without the optional task. After this analysis, the City will decide whether or not it desires to include the optional task in the Contract.

23. SPOT CLEANING: ADDITIONAL COVERAGE

23.01 Completion:

23.01.01 Keep Rainbow Harbor Grounds, Esplanade and Aquarium areas free of litter and debris at all times. Any reported or observed litter and debris shall be collected and removed within 30 minutes.

23.01.02 In the Rainbow Harbor or Aquarium areas, maintain restrooms, hardscapes, benches, planter walls, handrails (all rungs), appurtenances, and other surfaces to sustain an aesthetically pleasing, healthful, and/or functional condition. Any reported or observed debris, spills, stains, foreign substances, bird defecation, etc. shall be collected and removed within 30 minutes.

23.01.03 In the Rainbow Harbor or Aquarium areas, maintain picnic tables and pads to sustain an aesthetically pleasing, healthful, and/or functional condition. Any reported or observed litter, debris, spills, stains, foreign substances, bird defecation shall be collected and removed within 30 minutes.

23.01.04 In the Rainbow Harbor or Aquarium area, maintain appurtenances to sustain an aesthetically pleasing, healthful, and/or functional condition. Any reported or observed foreign substances, spills, bird defecation, smudges, soiling, stains shall be collected and removed within 30 minutes.

23.02 Equipment:

23.02.01 Equipment, materials, and tools for litter and debris removal shall be consistent with those specified in Section 7 (Litter and Debris Removal).

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

23. SPOT CLEANING: ADDITIONAL COVERAGE (continued)

23.02 Equipment (continued)

23.02.02 Equipment, materials, and tools for washing shall be consistent with those specified in Section 9 (Washing and Steam Cleaning).

23.02.03 Equipment, materials, and tools for cleaning picnic areas shall be consistent with those specified in Section 17 (Picnic Areas).

23.02.04 Equipment, materials, and tools for cleaning appurtenances shall be consistent with those specified in Section 18 (Appurtenances).

23.03 Time Line:

23.03.01 Monitor the Rainbow Harbor or Aquarium areas during the following times:

Optional task A.

October through May

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

Optional task B.

June through September

Monday through Thursday 4:00 p.m. to 7:00 p.m.

Friday through Sunday 4:00 p.m. to 9:00 p.m.

Any reported or observed litter, debris, spills, stains, foreign substances, bird defecation shall be collected and removed within 30 minutes.

23.03.02 As a component of "Spot Cleaning" operations, inspect the "Promenade" elevator (i.e., "bird cage") in Rainbow Harbor at 6:00 p.m.

23.04 Operations:

23.04.01 Actively monitor the site to maintain an aesthetically-pleasing, healthful, and/or functional condition. Contractor shall: (1) remove all litter; (2) spot clean hardscapes, benches, planter walls, handrails (all rungs), bollard lights, light standards, flag poles, banner poles, appurtenances, and other surfaces; (3) spot-clean picnic tables and pads; and (4) spot clean appurtenances.

SPECIFICATIONS

BASIC TASK SPECIFICATIONS (continued)

23. SPOT CLEANING: ADDITIONAL COVERAGE (continued)

23.04 Operations (continued)

23.04.02 Contractor's operations shall be consistent with the operating criteria specified in Section 7 (Litter and Debris Removal), Section 9 (Washing and Steam Cleaning), Section 17 (Picnic Areas), and Section 18 (Appurtenances).

23.04.03 In the performance of spot cleaning operations, the Contractor will not remove all bird defecation in all areas. However, the Contractor shall remove bird defecation on handrails, hardscapes, walkways, boardwalks, benches, and appurtenances when it presents a condition that is conspicuously unattractive, unhealthful, or when it serves to inhibit public use of handrails or seating areas.

SPECIFICATIONS

SPECIALTY TASKS

- 24. Control of Disease and Insects; Inhibiting Growth of Vegetation; Treatment to Set Fruit**
- 25. Fertilization, Inoculation, Injection, Re-mineralization and Adjuvant Applications**
- 26. Verticut Mowing**
- 27. Tree Trimming/Management**
- 28. Aerification**
- 29. Cultivating**
- 30. Installation/Establishment of Plant Materials/Plantings**
- 31. Turf Renovation (As Requested)**
- 32. Turf Overseeding/Sodding/Restoration of Bare Areas**
- 33. Quick Couplers**
- 34. Decomposed Granite Areas**

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS

24. Control of Disease and Insects; Inhibiting Growth of Vegetation; Treatment to Set Fruit

24.01 Completion:

24.01.01 Each application shall result in the elimination of the disease or insect targeted for elimination.

24.01.02 Treatments requiring multiple applications shall be timed so that the progressive results provide the desired effect.

24.02 Equipment:

24.02.01 Equipment shall be appropriate to the operation.

24.03 Time Line:

24.03.01 Operations shall be completed according to the approved Contractor's schedule.

24.04 Operations:

24.04.01 Provide a control program to eliminate disease and insects and control the plants' environment so that serious damage is averted, cost avoidance is maximized and hazards are reduced.

24.04.02 Notify the City immediately of any disease, insects, or unusual conditions that are identified during operations.

25. Fertilization, Inoculation, Injection, Re-mineralization and Adjuvant Applications

25.01 Completion:

25.01.01 The inoculations, re-mineralization, fertilization, and associated micronutrient additions shall be applied as authorized by the City or as required by soil analysis to balance and supply vital nutrients to landscape materials.

25.01.02 Applications of these materials shall be in quantities and patterns specified and approved by the City.

25.02 Equipment:

25.02.01 Equipment and materials shall be appropriate to the operation.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

25. Fertilization, Inoculation, Injection, Re-mineralization and Adjuvant Applications (continued)

25.03 Time Line:

25.03.01 Operations shall be completed according to the schedule approved by the City's representative.

25.04 Operations:

25.04.01 All nutrient applications shall be approved by the City prior to application.

25.04.02 Apply nutrients in sections, determined by the areas covered by each irrigation system. Irrigate all treated areas thoroughly immediately after each application.

25.04.03 A standard commercial brand 10 -6 - 4 slow release fertilizer shall be used.

25.04.04 Use an all-purpose fertilizer guaranteed analysis 5 - 3 - 1, with 50% humus, 15% humic acid and bacteria included, or approved equal.

25.04.05 Bag fertilizer in fifty (50) pound bags.

25.04.06 No poultry or animal waste is acceptable as an amendment or fertilizer.

25.04.07 Use agricultural gypsum consisting of a minimum of $\text{CaSO}_4\text{H}_2\text{O}$ - 97% with a typical screen analysis of 85% minus 100 mesh.

25.04.08 Use only fine grade nitrogen stabilized wood shavings having 1% nitrogen added per pound of shavings.

25.04.09 Use Jacks Dirt, or approved equal, at 50 pounds per 100 square feet blended into the top three (3) inches of the soil.

25.04.10 Spread two (2) cubic yards of shavings and 150 pounds of soil conditioner-all purpose fertilizer per 1,000 square feet of soil to a depth of six (6) inches uniformly mixed in two (2) directions.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

25. Fertilization, Inoculation, Injection, Re-mineralization and Adjuvant

Applications (continued)

25.04 Operations (continued)

25.04.11 Use a backfill mix for shrubs and trees consisting of imported topsoil - six (6) parts by volume; wood shavings - four (4) parts by volume; soil conditioner/fertilizer - seventeen (17) pounds per cubic yard of mix; agricultural gypsum - ten (10) pounds per cubic yard of mix; backfill will be thoroughly mixed prior to placement (NOT MIXED IN THE PITS).

25.04.12 Use prepared mulch comprised of equal parts nitrolized shavings, approved all-purpose commercial fertilizer and Jacks Dirt (or approved equal soil mixture) per 100 cubic feet of mulch.

26. Verticut Mowing

26.01 Completion:

26.01.01 Verticut mown turf areas shall be smooth with runners, thatch and mat severed and removed. Lines or blades shall penetrate the soil to a depth of one-half ($\frac{1}{2}$) inch and the area shall be raked clean and mown smooth, if necessary.

26.02 Equipment:

26.02.01 Use power equipment appropriate to the task and approved by the City.

26.03 Time Line:

26.03.01 Operations shall be completed according to the approved Contractor's schedule.

26.04 Operations:

26.04.01 Turf areas shall be verticut mown to reduce thatch and stimulate regrowth.

26.04.02 Cut and dislodged materials shall be raked and removed from the turf areas and disposed of offsite.

26.04.03 Excessively ragged looking turf areas that exist following the raking operation shall be mown.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

26. Verticut Mowing (continued)

26.04 Operations (continued)

26.04.04 Care shall be taken to avoid unnecessary and excessive injury to the turf grass.

26.04.05 Verticut mowing operations shall be completed in one (1) operation on each site.

27. Tree Trimming/Management

27.01 Completion:

27.01.01 Tree trimming shall result in a final framework that allows strong structural development, symmetrical lines, proper vertical and horizontal clearances, and lace work that is appropriate to the variety.

27.01.02 Heavy drop crotch trimming shall provide a framework that promotes a quick regeneration growth and a strong structural development.

27.01.03 Provide all supervision, labor, materials, supplies, tools, equipment, utilities, hauling and other services necessary for tree service.

27.01.04 Emergency tree service may also consist of road opening and debris barricading operations, and/or the initiation of tree repair/removal, debris disposal and site clean up operations.

27.01.05 Stump removals shall be a component of every tree removal.

27.01.06 Tree surgery, cabling, guying, staking, and planting services shall be according to standard industry practice.

27.01.07 Contractor shall maintain barriers, guards, and lights during emergency situations.

27.02 Equipment:

27.02.01 All equipment, tools, materials, and devices shall meet standard equipment criteria.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

27. Tree Trimming/Management (continued)

27.02 Equipment (continued)

27.02.02 Mobile equipment, portable power hand tools, hand tools, and personal protective equipment shall meet minimum current specifications set by the "State of California - General Industry Safety Orders for Tree Work, Maintenance and Removal."

27.02.03 Aerial equipment shall be currently certified and in compliance with California Division of Industrial Safety Orders, Cal O.S.H.A. and Federal A.N.S.I. - a. 92.2-1969 or subsequent updated standards for vehicles mounted with elevating and rotating aerial devices, and shall include dielectric certification for the 100 K.V. test.

27.03 Time Line:

27.03.01 For scheduled operations, on-site activities shall be completed between Monday and Friday, according to the schedule approved by the City's representative.

27.03.02 Crews and equipment are subject to 24-hour call, including weekends and holidays.

27.04 Operations:

27.04.01 Prune trees with the intent of developing structurally sound trees and symmetrical appearance with the proper vertical and horizontal clearance.

27.04.02 All trees shall be trimmed, shaped, and thinned, as is appropriate to individual species and shall conform to the standards set forth by the International Society of Arboriculture.

27.04.03 All dead and damaged branches and limbs shall be removed at the point that will allow for proper tree structure, appearance, and growth.

27.04.04 Make all cuts a branch collar so that healing can readily start under normal conditions.

27.04.05 Undercut all limbs one and one-half (1 ½) inches or greater in diameter to prevent splitting.

27.04.06 Lower all limbs to the ground using a method which prevents damage to the remaining limbs.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

27. Tree Trimming/Management (continued)

27.04 Operations (continued)

27.04.07 All equipment utilized shall be clean, sharp and expressly designed for tree pruning.

27.04.08 Climbing spurs may only be used with prior approval of the City.

27.04.09 The initial step of pruning shall be the removal of all deadwood, weak, diseased, insect infested and damaged limbs.

27.04.10 Prune all trees for vertical and horizontal clearance. Such clearances are: ten feet (10') for pedestrian areas and walkways; fifteen feet (15') for vehicular roadways.

27.04.11 Remove all crossed or rubbing limbs unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on 12" or 24" spacing.

27.04.12 Thin all trees of smaller limbs to distribute the foliage evenly.

27.04.13 Trim and shape all trees to provide a symmetrical appearance typical of the species.

27.04.14 Cut all suckers and sprouts flush with the trunk or limb.

27.04.15 No stubs shall be permitted.

27.04.16 Report all structural weaknesses, such as split crotch or limbs, diseased or decayed limbs, or severe damage to the City.

27.04.17 Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways.

27.04.18 Remove all trimming and debris and dispose of offsite to a proper licensed facility at the end of each day's work.

27.04.19 Remove all trees which are downed by either natural or unnatural causes and dispose of them offsite to a properly licensed facility. Where possible, grind stumps 18 to 24 inches below grade and remove wood chips and backfill hole to grade.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

27. Tree Trimming/Management (continued)

27.04 Operations (continued)

27.04.20 Replace missing or damaged stakes where the tree diameter is less than three (3) inches.

27.04.21 Stake where tree has been damaged and requires staking for support.

27.04.22 Stake new trees or recently planted trees which have not previously been staked.

27.04.23 Use tree stakes, two (2) per tree of pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees, not less than ten (10) feet for fifteen (15) gallon trees.

27.04.24 Use plant ties of pliable, zinc-coated ten (10) gauge wire (two (2) ties per tree).

27.04.25 Use hose for covering wire of either new or used garden hose at least one-half (½) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).

27.04.26 Do not place stakes closer than eight (8) inches from the trunk of the tree.

27.04.27 Place stakes and ties so no chafing of bark occurs.

27.04.28 Stake and tie damaged trees within twenty-four (24) hours, and install replacement stakes or new staking within five (5) days.

28. Aerification (As Requested)

28.01 Completion:

28.01.01 Turf surface shall be thoroughly aerified.

28.01.02 In coring operations, soil below the thatch and mat layers shall be cored to a minimum depth of two (2) inches and a maximum depth of eight (8) inches. Cores shall remain on the turf surface to dry, and then removed from site.

28.01.03 Cores removed from turf shall be replaced by top dressing.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

28. Aerification (As Requested) (continued)

28.01 Completion (continued)

28.01.04 In shattering operations, the soil shall be shattered to a depth of eight (8) inches.

28.01.05 In deep spiking operations, the soil shall be penetrated to a depth of 1½ inches.

28.02 Equipment:

28.02.01 Wide area coring aerators shall be able to remove cores to a depth of two (2) inches with spacings of not more than six (6) inches.

28.02.02 Wide area shattering aerator blades shall be able to sufficiently penetrate the soil in a slicing motion that fractures subsurface soil before exiting each penetration.

28.02.03 Wide area deep spiking aerators shall be able to penetrate the soil profile to a depth of twelve (12) inches under ideal conditions.

28.03 Time Line:

28.03.01 Operations shall be performed according to the schedule approved by the City's representative.

28.03.02 All operations shall be completed Monday through Friday.

28.03.03 All operations in Rainbow Harbor must be completed between 7:00 a.m. and 10:00 a.m.

28.03.04 All operations at the Aquarium must be completed before 8:30a.m.

28.04 Operations:

28.04.01 Turf surface shall be thoroughly aerified.

28.04.02 Coring aerifications shall have two (2) inch soil cores removed at spacing of no more than six (6) inches.

28.04.03 Cores removed shall be collected removed offsite.

28.04.04 Core material shall be replaced by top dressing, which is consistent with existing soil profile. Top dressing shall be applied at a maximum of one-quarter (1/4) inch per operation.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

28. Aerification (As Requested) (continued)

28.04 Operations (continued)

28.04.05 One-half of the total recommended amount of top dressing shall be applied over the area in one direction. The other half shall be applied in a direction, which is 45 degrees from the original direction.

28.04.06 Irrigate all treated areas thoroughly immediately after each application.

28.04.07 All hardscapes shall be swept of excess material prior to irrigation.

28.04.08 Shattering aerifications shall result in the soil being shattered to a depth of one and one-half (1½) inches at each penetration.

28.04.09 Spiking aerifications shall result in one and one-half (1½) inch penetrations at each spike.

28.04.10 Aerifications shall be completed in one operation on each site.

29. Cultivating

29.01 Completion:

29.01.01 Small area beds with deep-rooted plants shall have the soil thoroughly loosened to a depth of three (3) inches. The surface shall be smoothed with large dirt clods reduced to crumbles of no more than one-half (½) inch in size.

29.01.02 Small area beds with shallow rooted plants shall have the surface crust of the soil broken to a depth of no more than one (1) inch. The surface shall be smoothed with large dirt clods reduced to crumbles of no more than one-half (½) inch in size.

29.01.03 Seedbed preparations shall have the soil loosened to a three (3) inch depth for planters, and an eight (8) inch depth for turf, with amendments thoroughly blended throughout the loosened soil. The surface shall be smoothed with large dirt clods reduced to crumbles of no more than one-half (½) inch in size.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

29. Cultivating (continued)

29.01 Completion (continued)

29.01.04 Vertical mulching shall have up to twelve (12), one-inch circular holes penetrating up to six (6) feet into the soil. Holes shall be backfilled with specified materials wrapped in landscape fabric or contained in flexible wrapped drainpipe. Surface cap shall be smooth with grade and composed of specified materials.

29.02 Equipment:

29.02.01 Use appropriate hand tools, including but not be limited to turning forks, 3-prong cultivators, hula-hoes, and garden weasels.

29.02.02 Use power rototillers, plows, and angers.

29.02.03 Use landscape fabric, drain pipe and fittings.

29.03 Time Line:

Operations shall be completed according to the approved Contractor's schedule.

29.04 Operations:

29.04.01 Beds and planters shall be thoroughly cultivated to ensure friable soil, water infiltration, gas exchange, and viable plant materials.

29.04.02 Vertical mulching shall be performed to reduce stagnation, increase gas exchange, increase infiltration and percolation, as well as assure the viability and longevity of the planted materials.

29.04.03 Cultivating is not a weeding operation. Weeds and other plant materials shall not be turned under or blended into the soil during the cultivation of any bed or planter.

29.04.04 Care shall be taken so that neither plant materials nor their roots shall be adversely affected by the cultivation of any area. Damaged roots shall be properly pruned.

29.04.05 Any debris resulting from the cultivation of any area shall be collected and appropriately disposed of.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

29. Cultivating (continued)

29.04 Operations (continued)

29.04.06 Any adjacent area contaminated as a result of the cultivation operation shall be immediately cleaned or otherwise returned to its original state.

29.04.07 Contractor shall ensure that staff cultivating any area are well instructed and knowledgeable of the root needs of the plant materials before initiating any operation.

29.04.08 Cultivating operations shall be completed in one (1) operation on each site.

30. Installation/Establishment of Plant Materials/Plantings

30.01 Completion:

30.01.01 All work shall conform with all applicable laws, rules, regulations and ordinances and the "Standard Specifications for Public Works Construction," latest edition.

30.01.02 Consideration for health and safety pertaining to drainage, soil conservation, plantings, and erosion control shall be part of this requirement, in accordance with accepted standards.

30.01.03 Plants shall be cared for so that a neat and clean condition will be presented at all times, to the satisfaction of the City.

30.01.04 Plant materials shall be installed so that nursery and fill plants shall complement the palette of the visualized mature landscape.

30.01.05 Mature, informal characteristics of each specimen or variety of landscape material installed shall be considered when final placement is selected, to ensure its growth to maturity without having to excessively shear, prune, trim or alter its natural shape. The exception would be planned formal hedges.

30.02 Equipment:

30.02.01 Equipment shall be appropriate to the operation.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

30. Installation/Establishment of Plant Materials/Plantings (continued)

30.03 Time Line:

30.03.01 Operations shall be completed according to the schedule approved by the City's representative.

30.04 Operations:

30.04.01 Plant materials shall conform to the requirements of the Landscape Plan of the area and to "Horticultural Standards" of American Association of Nurserymen as to kind, size, and age. Consult plans and specifications to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.

30.04.02 Substitutions may be allowed but only with prior written approval by the City.

30.04.03 Plant names used in the landscape plan of the area shall conform to "Standardized Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, follow the custom of the nursery trade.

30.04.04 Plants shall be sound, healthy, vigorous, free from plant disease, insect pest or their eggs, and shall have healthy normal root systems and comply with all state and local regulations governing these matters, and shall be free from any noxious weeds.

30.04.05 Measure all trees six (6) inches above the ground surface.

30.04.06 Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They must be sturdy enough to stand safely without staking.

30.04.07 Plant materials shall be symmetrical, and typical for variety and species and conform to measures specified in the Plant List.

30.04.08 All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the City.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

30. Installation/Establishment of Plant Materials/Plantings (continued)

30.04 Operations (continued)

30.04.09 All shrubs shall be guaranteed to live and remain in healthy condition for no less than thirty (30) days after the date of acceptance of the shrub by the City.

30.04.10 Replace all trees permanently damaged by any means with the identical species of tree that was damaged, unless otherwise notified in writing by the City. Size of the replacement shall be of like size not to exceed 24-inch box specimen container size. The City will determine the need for and the size of replacement.

30.04.11 Remove any vegetation, decayed wood, stones or debris larger than one (1) inch in diameter that might represent an obstruction or work related hazards. Remove these materials from the site.

30.04.12 All planting areas, except slopes, shall be thoroughly "ripped" to a depth of twelve (12) inches, using a ripper with teeth spaced no wider than twelve (12) inches on center.

30.04.13 Soil ripping operations shall be performed in two (2) directions.

30.04.14 Soil in planting areas shall be thoroughly moistened and graded to one-tenth (1/10) foot of finished grade prior to incorporating soil amendments.

30.04.15 Soil in planting areas shall be fertilized and prescribed in the fertilization/amendment section herein.

30.04.16 Planting areas shall be blended to six (6) inches and floated to eliminate humps or hollows that might inhibit drainage. All flow lines, designated or not, shall be graded and maintained to allow free flow of surface water.

30.04.17 Finish grade of planting areas shall be established one (1) inch below adjacent paving, curbs and mowing strips.

30.04.18 Furnish any additional topsoil from offsite.

30.04.19 Program weed abatement immediately prior to landscaping and surfacing projects to guarantee the eradication of undesirable plant materials.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

30. Installation/Establishment of Plant Materials/Plantings (continued)

30.04 Operations (continued)

30.04.20 Post-emergence herbicide must be approved by City and consist of a non-staining and non-residue contact weed killer that uses the biological systemic translocation process (Roundup, or approved equal).

30.04.21 Herbicide spray program shall consist of two (2) applications strictly conforming with manufacturer's instructions.

30.04.22 After site preparation, planting areas shall be moistened for fourteen (14) days to encourage weed growth.

30.04.23 Spray area with post emergence weed killer.

30.04.24 After weeds are dead, remove all weeds and grasses.

30.04.25 Repeat moistening planting areas until ninety percent (90%) of all weed growth reaches a minimum of two (2) inches in height.

30.04.26 Apply second application of post emergence weed killer.

30.04.27 After weeds are dead, remove all weeds and grasses.

30.04.28 Sufficiently moisten the ground to dissipate any residual herbicide before planting operations begin.

30.04.29 Provide soil test analysis and recommendations at beginning of final grade, following soil preparation, and at turn over.

30.04.30 Use a standard commercial brand 10 - 6 - 4 slow release fertilizer.

30.04.31 Use "approved all-purpose fertilizer" guaranteed analysis 5 - 3 - 1, with 50% humus, 15% humic acid and bacteria included.

30.04.32 Bag fertilizer in fifty (50) pound bags.

30.04.33 No poultry, or animal waste is acceptable as an amendment or fertilizer.

30.04.34 Use agricultural gypsum consisting of a minimum of $\text{CaSO}_4\text{H}_2\text{O}$ - 97% with a typical screen analysis of 85% minus 100 mesh.

30.04.35 Add only fine grade nitrogen stabilized wood shavings having 1% nitrogen added per pound of shavings.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

30. Installation/Establishment of Plant Materials/Plantings (continued)

30.04 Operations (continued)

30.04.36 Use Jacks Dirt, or approved equal, at 50 pounds per 100 square feet blended into the top three (3) inches of the soil.

30.04.37 Spread two (2) cubic yards of shavings and 150 pounds of soil conditioner-fertilizer (approved all-purpose fertilizer) per 1,000 square feet of soil to a depth of six (6) inches uniformly mixed in two (2) directions.

30.04.38 Use backfill mix for shrubs and trees consisting of imported topsoil - six (6) parts by volume; wood shavings - four (4) parts by volume; soil conditioner/fertilizer - seventeen (17) pounds per cubic yard of mix; agricultural gypsum - ten (10) pounds per cubic yard of mix; backfill will be thoroughly mixed prior to placement (NOT MIXED IN THE PITS).

30.04.39 Use prepared mulch comprised of equal parts nitrolized shavings, approved all-purpose fertilizer, Jacks Dirt (or approved equal soil mixture) per 100 cubic feet of mulch.

30.04.40 Use plant materials with drought tolerance, color and low maintenance characteristics.

30.04.41 Specimen trees shall include a mix of 20% - 36" box 3" caliper trunk diameter breast height (DBH), 30% - 24" box 2" caliper trunk (DBH), and 50% - 18" or 20" box 1.75" caliper trunk (DBH) stock.

30.04.42 A concrete mowing strip must be installed around each turf area and shrub bed.

30.04.43 The following quality standards are required for landscape materials: healthy, well formed, well rooted, disease and insect free; not root bound; grown by a nursery that is inspected by the State Department of Agriculture; free of deformities, abrasions, knots, injuries, or disfigurements.

30.04.44 Plant materials shall be labeled or tagged indicating the variety of plant including proper botanical name giving genus, species, and (if applicable) variety.

30.04.45 Plant materials five (5) gallon and larger shall be inspected and approved before delivery to the site.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

30. Installation/Establishment of Plant Materials/Plantings (continued)

30.04 Operations (continued)

30.04.46 Plant materials five (5) gallon and smaller shall be inspected at the site.

30.04.47 The City retains the right to inspect and reject unsatisfactory or defective plant material at any time during the progress of the work.

30.04.48 Plants identified as unacceptable shall be removed from the site immediately and replaced with suitable plant material at the Contractor's sole expense.

30.04.49 Trees occurring in lawn areas shall be planted before final preparation of the lawn area for sowing of the grass seed.

30.04.50 Trees and shrubs shall be planted before seeding or hydromulching operations.

30.04.51 Planting, staking, guying, and tying of trees shall be followed by planting of shrubs and groundcovers.

30.04.52 "Spot" or stake locations of trees and shrubs shall be as shown on plans making necessary adjustments and securing City approval of exact locations prior to excavation of plant pits.

30.04.53 Pits for flat-sized plants shall be a minimum of 6" X 6" X 6" and planted in well moistened soil.

30.04.54 Backfill with specified mix and ensure that the backfill in the bottom of the pit will permit a natural growing level after settlement.

30.04.55 Construct plant-watering basins outside of hydromulch and lawn areas.

30.04.56 Construct berm three (3) inches above finished grade, forming a water basin with a level bottom around each plant.

30.04.57 Construct watering basin one and one-half (1½) times the diameter of the plant ball.

30.04.58 Do not allow plants to dry out during transportation, before planting or while being planted.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

30. Installation/Establishment of Plant Materials/Plantings (continued)

30.04 Operations (continued)

30.04.59 Wilted plants, whether in place or not, are not acceptable and shall be replaced at the Contractor's sole expense.

30.04.60 In heavy soils and rock stratified areas, a four (4) inch vertical drain filled with pea gravel shall be installed in the bottom of each planting pit.

30.04.61 Water plants immediately after planting.

30.04.62 Mulch all groundcover one and one-half (1½) cubic yards per 1,000 square feet (one-half (½) inch uniform thickness). Stabilized slopes and slopes steeper than 4:1 shall not be mulched.

30.04.63 Each container plant shall be mulched with an equal amount as twice the container size the plant came in.

30.04.64 Stake all trees not to be guyed at the time of planting after nursery stakes have been removed by driving stakes outside the edge of the plant ball.

30.04.65 Fasten the tree to the stake in at least two places, using hose to protect the trunk.

30.04.66 Staking shall be uniform throughout the entire project.

30.04.67 Tree stakes shall be completely treated in a solution of copper naphthanate and made of rounded Lodge Pole pine with a diameter no less than two (2) inches which has been constructed from the entire bole of the tree with the bark removed.

30.04.68 Stakes shall be no less than eight (8) feet in length for five (5) gallon trees and ten (10) feet in length for stock fifteen (15) gallons or greater.

30.04.69 Stakes shall be conically pointed at one end, with a ten (10) inch taper and chamfered at the other end.

30.04.70 Tree ties shall be fabricated of pliable, zinc-coated ten (10) gauge iron wire and covered with garden hose at the tree.

30.04.71 Trees shown to be guyed shall be immediately guyed after planting, using a minimum of three (3) guys per tree.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

30. Installation/Establishment of Plant Materials/Plantings (continued)

30.04 Operations (continued)

30.04.72 Anchor guy wires with "deadmen" buried at least two (2) inches below finished grade.

30.04.73 Tighten guy lines to a firm tension.

30.04.74 Protect trees by covering guy wires with hose where they come in contact with the bark.

30.04.75 Install wood flags or plastic tubing on each guy. Warning devices shall be consistent throughout the project.

30.04.76 Wood flags on guys shall be three (3) inches wide by twelve (12) inches long and painted white.

30.04.77 White plastic tubing used as warning devices shall be one-half (½) inch in diameter by five (5) feet long.

30.04.78 Stakes holding guys shall be two (2) inch by four (4) inch redwood stock cut three (3) feet long.

30.04.79 Guy wire shall be fabricated of pliable, zinc-coated ten (10) gauge iron wire.

30.04.80 Before hydromulching bedding plants (hydroseeding), obtain approval of site.

30.04.81 Moisten area prior to hydroseeding.

30.04.82 Mix hydromulch at a rate of 1,100 pounds per acre with the approved 14-4-9 commercial fertilizer at a rate of 200 pounds per acre and binder (Ecology Control M-Binder, or approved equal) at 100 pounds per acre with the specified seed mix and water in a mixer whose minimum capacity is 1,500 gallons.

30.04.83 Spray resulting slurry under high pressure evenly and uniformly over area to be hydromulched.

30.04.84 Slurry must have a consistency that will adhere to the earth without lumping or running.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

30. Installation/Establishment of Plant Materials/Plantings (continued)

30.04 Operations (continued)

30.04.85 Refer to planting plans for seed rates and rates of application.

30.04.86 Slurry sprayed on other plantings, walls, paving or equipment shall be thoroughly washed, as approved, and removed from the site.

30.04.87 Apply water to all planted areas from initial planting until acceptance of the project.

30.04.88 With trees and shrubs, immediately apply water after planting, by hose in a moderate stream until the materials about the roots are completely saturated from the bottom of the hole to the top of the soil.

30.04.89 Following the planting of groundcover, each plant shall be immediately and thoroughly watered by means of a hose having a slow stream of running water.

30.04.90 Apply water in sufficient quantities and as often as seasonal conditions require keeping the ground moist at all times, well below the root system. Exercise care to prevent over watering, flooding and excessive runoff.

31. Turf Renovation (As Requested)

31.01 Completion:

31.01.01 A verdant sward of turf grass shall exist.

31.01.02 Turf shall be level, well knit and have a crisp and clean appearance.

31.01.03 Turf health and viability shall be acceptable to the City with its condition subject to the limitations established below.

31.02 Equipment:

31.02.01 Equipment and materials shall be appropriate to the operation or as specified below.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

31. Turf Renovation (As Requested) (continued)

31.03 Time Line:

Operations shall be completed according to the approved Contractor's schedule.

31.04 Operations:

31.04.01 At the City's discretion, the turf area shall be thoroughly renovated to the soil line and all excessive thatch shall be removed from the area.

31.04.02 At the City's discretion, the turf area shall be graded flat or contoured with the resulting debris being removed from the site.

31.04.03 At the City's discretion, the turf area shall be thoroughly ripped to a depth of twelve (12) inches, using a ripper with teeth spaced no more than twelve (12) inches on center. Ripping operations shall be performed in two (2) directions.

31.04.04 Remove any vegetation, roots, decayed wood, stones, or debris larger than one (1) inch in diameter that might present an obstruction or work related hazard. Remove these materials from the site.

31.04.05 Soil in planting areas shall be thoroughly moistened and graded to one-tenth (1/10) foot of finished grade prior to incorporating soil amendments.

31.04.06 Soil in planting areas shall be fertilized and amended as prescribed in the fertilization/amendment section herein.

31.04.07 Planting areas shall be blended to six (6) inches and floated to eliminate humps or hollows that might inhibit drainage. All flow lines, designated or not, shall be graded and maintained to allow free flow of surface water.

31.04.08 Finish grade of planting areas shall be established one (1) inch below adjacent paving, curbs and mowing strips.

31.04.09 Any additional topsoil required shall be furnished from offsite by the Contractor.

31.04.10 Program weed abatement immediately prior to landscaping and surfacing projects to guarantee the eradication of undesirable plant materials.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

31. Turf Renovation (As Requested) (continued)

31.04 Operations (continued)

31.04.11 Post-emergence herbicide must be approved by City and consist of a non-staining/non-residue contact weed killer that uses the biological systemic translocation process (Roundup, or approved equal).

31.04.12 Herbicide spray program shall consist of two (2) applications strictly conforming with manufacturer's instructions.

31.04.13 After site preparation, planting areas shall be moistened for fourteen (14) days to encourage weed growth.

31.04.14 Spray area with post emergence weed killer.

31.04.15 After weeds are dead, remove all weeds and grasses.

31.04.16 Repeat moistening planting areas until ninety percent (90%) of all weed growth reaches a minimum of two (2) inches in height.

31.04.17 Apply second application of post emergence weed killer.

31.04.18 After weeds are dead, remove all weeds and grasses.

31.04.19 Sufficiently moisten the ground to dissipate any residual herbicide before planting operations begin.

31.04.20 Do soil test analysis and make recommendations at beginning final grade, following soil preparation, and at turn over.

31.04.21 Use a standard commercial brand 10 - 6 - 4 slow release fertilizer for the general use fertilizer applications.

31.04.22 Use "Approved All-Purpose fertilizer" guaranteed analysis 5 - 3 - 1, with 50% humus, 15% humic acid and bacteria included, or approved equal.

31.04.23 Bag fertilizer in fifty (50) pound bags.

31.04.24 No poultry, or animal waste is acceptable as an amendment or fertilizer.

31.04.25 Use agricultural gypsum consisting of a minimum of $\text{CaSO}_4\text{H}_2\text{O}$ - 97% with a typical screen analysis of 85% minus 100 mesh.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

31. Turf Renovation (As Requested) (continued)

31.04 Operations (continued)

31.04.26 Use only fine grade nitrogen stabilized wood shavings having 1% nitrogen added per pound of shavings.

31.04.27 Use Jacks Dirt, or approved equal, at 50 pounds per 100 square feet blended into the top three (3) inches of the soil.

31.04.28 Spread two (2) cubic yards of shavings and 150 pounds of soil conditioner-fertilizer (approved all-purpose fertilizer) per 1,000 square feet of soil to a depth of six (6) inches uniformly mixed in two (2) directions.

31.04.29 After lawn area has been floated smooth and prior to planting lawn seed, the bed area shall be inspected by City to determine its suitability for planting.

31.04.30 Seed bed must be loose cultivated and moistened before seeding.

31.04.31 Contractor shall certify that Pentrometer test for turf areas at final grading and turnover required less than forty (40) pounds of pressure to penetrate soil two (2) inches deep with a one-half (½) inch open aerifier tine.

31.04.32 Soil tests must be taken and approved by City staff prior to seeding lawn.

31.04.33 The specified turf seed mix shall be distributed in two (2) directions and evenly drilled into the ground with an approved mechanical seeder (Brillion-type seeder or equivalent).

31.04.34 Care shall be exercised to ensure that no seed is distributed into groundcover or shrubbery areas.

31.04.35 Spread topdressing evenly over the entire area to a uniform depth.

31.04.36 Contractor, with authorization of City staff, at no extra cost may use hydromulch seed and commercial fertilizer in the following manner: moisten area prior to hydromulch; apply hydromulch materials at a rate of 1,200 pounds per acre, mixed with commercial fertilizer 21 - 3 - 5 at 300 pounds per acre combined with specified seed mix in a 1,500 gallon agitator mixer; spray slump under high pressure evenly and uniformly over new lawn area; slurry sprayed on plantings, walls, paving or equipment shall be thoroughly washed as approved and removed from the site.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

31. Turf Renovation (As Requested) (continued)

31.04 Operations (continued)

31.04.37 Turf seed shall be appropriate for the areas being seeded. Turf seed shall be a quality mix that combines Bermuda, perennial rye and tall fescue: 78.4% shall be k31 tall fescue with a germination ratio of no less than 85%; 9.8% shall be hulled Bermuda grass the germination ratio of no less than 80%; and 9.6% shall be premier perennial with a germination ratio of no less than 80%. Other ingredients shall not exceed 0.75% other crop seed/tested, 1.04% inert matter and 0.41% weed seed having no noxious weed seed. Marathon II and Medallion with Dwarf Bonsai turf areas shall be seeded with pure seed. Pure seed and seed blends shall be applied per the manufacturer's recommended rate of seed coverage.

31.04.38 Apply water to all planted areas from initial planting until acceptance by City.

31.04.39 Following the planting of turf, the area shall be immediately and thoroughly watered by manual operation of the automatic irrigation system.

31.04.40 Apply water in sufficient quantities and as often as seasonal conditions require to keep the ground moist at all times, well below the root system.

31.04.41 Exercise care to prevent over watering, flooding and excessive runoff.

31.04.42 Care for site so that a neat and clean condition will be presented at all times, to the satisfaction of the City.

31.04.43 All plantings shall be maintained in a thriving condition satisfactory to the City for sixty (60) calendar days after all work is completed and approved.

31.04.44 Planting areas shall be kept well watered and weed free at all times from planting until acceptance after the sixty (60) day maintenance period.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

31. Turf Renovation (As Requested) (continued)

31.04 Operations (continued)

31.04.45 Grass shall be mowed with an appropriate mower before it exceeds two and one-half (2½) inches in height. Grass shall not be cut shorter than one and one-half (1½) inches high. Grass shall not be mowed while it is wet. Lawn clippings shall be removed at the Contractor's expense before they accumulate to a degree that will result in damage to the turf areas. The edges of the turf areas shall be trimmed to a neat and uniform line at each mowing. Grass around plant materials in the turf areas will be turned under and neatly edged in a circle eighteen (18) inches around their base.

31.04.46 Grass in groundcovers or shrub areas shall be removed at the Contractor's expense.

31.04.47 Turf areas and landscaping areas shall be maintained in a good condition, at no additional cost to City, until final acceptance by the City.

31.04.48 All harmful insects or fungi shall be controlled at Contractor's sole expense by using the appropriate insecticides and fungicides.

31.04.49 Workmen shall not walk or drive on lawn areas unnecessarily before, during or after seeding or sodding operations. Damaged or compacted lawn areas shall be re-cultivated and re-seeded or re-sodded at the Contractor's sole expense.

31.04.50 During the maintenance period apply fertilizer to all planted areas, (usually thirty to forty days after the beginning of the maintenance period) at no additional cost to City. Fertilizer applications shall be performed in the presence of City staff. A 10-6-4 slow release fertilizer shall be used, unless soil analysis indicates other requirements. Fertilizer shall be spread uniformly over all shrub, groundcover and lawn areas at a rate of twenty-five (25) pounds per 1,000 square feet.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

31. Turf Renovation (As Requested) (continued)

31.04 Operations (continued)

31.04.51 Prior to final inspection make another application of soil conditioner-fertilizer (Approved All-Purpose fertilizer 5-3-1) at no additional cost to the City. Soil conditioner-fertilizer applications shall also be performed in the presence of City staff. Soil conditioner-fertilizer shall be spread uniformly over all shrub, groundcover and lawn areas at a rate of twenty-five (25) pounds per 1,000 square feet.

31.04.52 From May 1 through December 31, at no additional cost to the City, treat all lawn areas with lawn moth chemical control materials as recommended by the manufacturer. One application shall be made uniformly over all turf areas before the end of the maintenance period. Spray materials must be approved by City staff.

31.04.53 Prior to the end of the maintenance period, turf areas shall be treated with a weed killer containing bromoxynil at the rate recommended by its manufacturer. No spray shall be allowed to drift into the area of dicotyledonous ornamental plant materials or groundcover areas. No spray shall be applied if temperatures are greater than eighty-five (85) degrees.

31.04.54 At no additional cost to the City, immediately replace any and all plant materials which, for any reason, are dead, unhealthy, or damaged and immediately replace any and all trees or other plant materials that die back, loose form and/or size originally specified. These replacements shall be made even if the plants have taken root and are growing after the die back; replacement shall be made with plant materials as indicated or specified for the original planting.

31.04.55 At no additional cost to the City, immediately repair any and all damage caused to planting areas, depressions caused by erosion, vehicles, bicycles, foot traffic or any other reason, by filling the area with top soil leveling the soil and reseeding damage done to lawns of hydroseeded bedding areas; and damage caused by gophers, moles or other animals.

31.04.56 At no additional cost to the City, exterminate gophers and moles causing damage.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

31. Turf Renovation (As Requested) (continued)

31.04 Operations (continued)

31.04.57 Herbicides, fungicides, insecticides, baits, and other chemicals shall be used in strict accordance with manufacturer's recommendations and the recommendations of any and all regulatory agencies.

31.04.58 The Contractor shall be relieved of the above maintenance work when the final sixty (60) calendar day plant establishment period has been satisfactorily completed. If maintenance or plant establishment is unsatisfactory, Contractor shall maintain work beyond the sixty (60) day period until plantings have been established in a satisfactory condition.

32. Turf Overseeding/Sodding/Restoration of Bare Areas

32.01 Completion:

32.01.01 New turf grass shall be well knit and a verdant sward of new growth shall cover all previously barren areas.

32.01.02 Turf health and viability shall be acceptable to the City.

32.02 Equipment:

32.02.01 Equipment and materials shall be appropriate to the operation.

32.03 Time Line:

32.03.01 Operations shall be completed according to the approved Contractor's schedule.

32.04 Operations:

32.04.01 All damaged, vandalized or bare areas shall be sodded or overseeded, mulched and established to return turf grass areas to an acceptable state.

32.04.02 All sod utilized for turf restoration shall be specific to the type of turf in the area. Marathon II and Medallion with Red Dwarf Bonsai turf areas shall be sodded with the identical type of turf.

32.04.03 Overseeded areas shall have the soil loosened or the thatch reduced so that a good seed and soil contact may be established.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

32. Turf Overseeding/Sodding/Restoration of Bare Areas (continued)

32.04 Operations (continued)

32.04.04 Pure seed or seed blends shall be applied at the rate established by the City.

32.04.05 The area shall be mulched as specified under, Section 31, Turf Renovation, and tamped or rolled to ensure soil contact.

32.04.06 Hydroseeding may be substituted at the City's discretion.

32.04.07 The turf shall then be properly established by appropriate water and nutrient applications.

32.04.08 Furnish any additional top soil required from offsite.

32.04.09 No poultry or animal waste is acceptable as an amendment or fertilizer.

32.04.10 Final acceptance is at the City's discretion.

33. Quick Couplers

33.01 Completion:

33.01.01 Quick couplers shall function properly, be at the appropriate grade, have covers (caps) in place, and pose no hazards.

33.01.02 Quick couplers shall be configured in accordance with City standards.

33.02 Equipment:

33.02.01 Equipment shall be appropriate to the task.

33.03 Time Line:

Operations shall be completed according to the approved Contractor's schedule.

33.04 Operations:

33.04.01 Repair or replace all non-functioning quick couplers identified and authorized by the City within one watering cycle.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

33. Quick Couplers (continued)

33.04 Operations (continued)

33.04.02 Repair malfunctioning quick couplers, replace non-repairable equipment with new equipment, or replace the malfunctioning equipment with equipment provided by the City, upon request of City.

33.04.03 Piping materials between the quick coupler and the pressure line, including all stabilizing staking and banding materials, shall be included in the price bid for repair of quick couplers.

34. Decomposed Granite Areas

34.01 Completion:

34.01.01 A mixture of decomposed granite and the specified portion of aggregate binder shall be spread uniformly into dished-out and worn-out areas, compacted, and graded level to meet the existing surrounding grades.

34.02 Equipment:

34.02.01 Equipment shall be appropriate to the task.

34.02.02 The City will provide the replacement-decomposed granite.

34.03 Time Line:

34.03.01 Operations shall be completed according to the approved Contractor's schedule.

34.04 Operations:

34.04.01 The areas to be repaired shall have been cut square and the existing decomposed granite removed down to the subgrade. The subgrade material shall be recompact.

34.04.02 The replacement decomposed granite material shall be measured completely dry, mixed and blended using the rate of 10 pounds aggregate binder per ton of granular decomposed granite.

SPECIFICATIONS

SPECIALTY TASKS SPECIFICATIONS (continued)

34. Decomposed Granite Areas (continued)

34.04 Operations (continued)

34.04.03 The decomposed granite and aggregate binder shall be mixed in the proportions specified. Mixing shall take place immediately before placement. At the time of mixing, the decomposed granite material may be slightly damp/moist (not wet) and the aggregate binder shall be dry. No segregation of large or fine materials shall be allowed.

34.04.04 Spread decomposed granite mix while material is moist, uniformly covering the course below to a minimum of three inches with allowance for compaction and to the depth required, forming a smooth transition into existing surrounding grade.

34.04.05 After spreading, decomposed granite surface shall be watered with a garden hose with a course spray nozzle to achieve full depth moisture penetration and saturation of the spread mixed material to activate the aggregate binder. Applied water pressure shall not be allowed to disturb the leveled surface and shall be allowed to evenly pond on the surface. Apply at manufacturer's suggested rate, or at approximately 20 gpm per 1,000 square feet of decomposed granite surface. Watered mix shall be allowed to stand until surface water is no longer present (6 to 24 hours) and the mix is moist, but not wet.

34.04.06 Compact the paving surface in a minimum of two (2) operations after watering. Compact until surface elevations meet existing grades as specified, and to a uniform density with range of 90 to 92 percent at optimum moisture content. Hand tamp near edges of adjoining material to avoid damage to adjoining curbs, lawns, edge materials, and other work.

BID SECTION

BID TO PROVIDE LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF LONG BEACH.

WE ARE PLEASED TO SUBMIT OUR BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT, MATERIAL, SUPPLIES OR SERVICES FOB DESTINATION CITY OF LONG BEACH.

SALES TAX: UNIT PRICES STATED HEREIN SHALL NOT INCLUDE SALES TAX.

PAYMENT TERMS: NET 30 DAYS

IMPORTANT NOTE:

All tasks shall be completed according to the schedule approved by the City's representative. Task frequencies contained in each of the **BID SECTIONS** for this Contract shall be interpreted as follows:

<u>TASK FREQUENCY</u>	<u>INTERPRETATION</u>
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; and 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
1095	Three times per day

BID SECTION

SUMMARY OF BID ITEMS

PLEASE QUOTE PRICES FOR THE FOLLOWING **BID SECTIONS** FOR EACH CITY FACILITY.

A - RAINBOW HARBOR GROUNDS

BASE TASKS

TASK	FREQUENCY X	COST PER FREQUENCY X	ANNUAL COST
1. Clearance Tree Pruning & Tree Support			
a. inspection of trees	<u>26</u>	<u>10.00</u>	<u>260.00</u>
b. park areas and roadways as needed or a minimum of 4 times per year	<u>4</u>	<u>5.00</u>	<u>20.00</u>
c. signage clearance as needed or a minimum of 4 times per year	<u>4</u>	<u>5.00</u>	<u>20.00</u>
d. tree supports as needed or a minimum of 4 times per year	<u>4</u>	<u>5.00</u>	<u>20.00</u>
2. Mowing turf: 5.85 acres	<u>39</u>	<u>300.00</u>	<u>11,700.00</u>
3. Aerification			
a. deep core & top dress	<u>1</u>	<u>2,000.00</u>	<u>2,000.00</u>
b. spike/shatter/slice	<u>1</u>	<u>500.00</u>	<u>500.00</u>
4. Fertilization (Surface Application)			
a. turf	<u>2</u>	<u>750.00</u>	<u>1,500.00</u>
b. beds	<u>4</u>	<u>50.00</u>	<u>200.00</u>
c. trees	<u>2</u>	<u>100.00</u>	<u>200.00</u>
5. Raking			
a. turf under trees	<u>NA</u>	<u></u>	<u></u>
b. shrub beds & hedge rows	<u>26</u>	<u>100.00</u>	<u>2,600.00</u>
c. groundcover & planters	<u>26</u>	<u>100.00</u>	<u>2,600.00</u>
d. decomposed granite areas & bare areas	<u>52</u>	<u>50.00</u>	<u>2,600.00</u>
6. Trash Containers & Refuse Disposal replaced, lids secured, and refuse disposed off-site	<u>1095</u>	<u>15.00</u>	<u>16,425.00</u>
7. Litter & Debris Removal	<u>365</u>	<u>10.00</u>	<u>3,650.00</u>

A - RAINBOW HARBOR GROUNDS

8. Sweeping

a. street sidewalks	52	10.00	520.00
b. walkways	104	10.00	1,040.00
c. boardwalks (7,600 sq. ft.)	156	10.00	1,560.00
d. fishing piers & bridges Not including Pine Avenue Pier	52	10.00	520.00
e. stairways (promenade)	156	5.00	780.00
f. drinking fountain pads	156	5.00	780.00
g. inaccessible plots & roadways	104	2.00	208.00
h. bike paths	52	10.00	520.00
i. quads & esplanades	NA		
j. dance areas/amphitheater	NA		
k. Promenade	156	10.00	1,560.00
l. Pine Avenue Pier	NA		--

9. Washing & Steam Cleaning

Washing

a. street sidewalks	12	25.00	300.00
b. walkways	52	25.00	1,300.00
c. boardwalks (7,600 sq. ft.)	52	25.00	1,300.00
d. fishing piers & bridges Not including Pine Avenue Pier	26	25.00	650.00
e. stairways	52	5.00	260.00
f. drinking fountain pads	52	5.00	260.00
g. picnic table pads	52	25.00	1,300.00
h. bike paths	6	200.00	1,200.00
i. quads & esplanades	NA		
j. dance areas/amphitheater	NA		
k. Promenade	52	50.00	2,600.00
l. Pine Avenue Pier	NA		

A - RAINBOW HARBOR GROUNDS

9. Washing & Steam Cleaning (Cont.)

Steam Cleaning

m. street sidewalks	1	10.00	10.00
n. walkways	12	10.00	120.00
o. boardwalks (7,600 sq. ft.)	12	10.00	120.00
p. fishing piers & bridges Not including Pine Avenue Pier	12	10.00	120.00
q. stairways	12	5.00	60.00
r. drinking fountain pads	12	5.00	60.00
s. picnic table pads	12	10.00	120.00
t. bike paths	6	100.00	600.00
u. quads & esplanades	NA		
v. dance areas/amphitheater	NA		
w. Promenade	12	50.00	600.00
x. Pine Avenue Pier	NA		

10. Edging

a. turf	39	20.00	780.00
b. planters & walkways	26	10.00	260.00

11. Detailing

a. turf	39	25.00	975.00
b. planters	26	25.00	650.00

12. Shrub Pruning, Hedge Trimming & Planter Maintenance

a. shrub & hedge trimming	6	50.00	300.00
b. planter maintenance (includes banks, medians, etc.)	26	100.00	2,600.00

A - RAINBOW HARBOR GROUNDS

13. Annual Beds

a. installation/replacement	4	100.00	400.00
b. bed maintenance	52	10.00	520.00
c. cultivation	52	10.00	520.00

14. Weed Removal

Inspect and remove by hand

a. groundcover	52	25.00	1,300.00
b. planters	52	10.00	520.00
c. shrub beds and hedge rows	52	10.00	520.00
d. bare areas	52	10.00	520.00
e. rip-rap (rock seawalls)	12	10.00	120.00

Chemical treatments (as needed)

f. annual beds	6	50.00	300.00
g. groundcover	6	50.00	300.00
h. planters	6	50.00	300.00
i. shrub beds and hedge rows	6	50.00	300.00
j. bare areas	12	10.00	120.00
k. hardscape areas	12	10.00	120.00
l. decomposed granite areas	12	10.00	120.00
m. roadways & parking lots	12	10.00	120.00
n. rip-rap (rock seawalls)	6	10.00	60.00

15. Beach Garden

a. beach cleaning	365	5.00	1,825.00
b. deep cushioning operation	4	100.00	400.00
c. maintain indigenous plant palate	52	5.00	260.00

A - RAINBOW HARBOR GROUNDS

16. Irrigation System Management

a. adjust automatic irrigation system	26	100.00	2,600.00
b. controller cycling & system operational inspections	26	100.00	2,600.00
Approx. no. stations: 89			
c. manual valve system operational surveys	NA		
Approx. no. manual valves: NA			
d. hand watering shrubs	NA		
e. operation by manual valves	NA		
f. adjust arcs and clean nozzles of sprinkler heads with 3/4" or larger inlets	26	100.00	2,600.00
g. adjust drip irrigation lines for optimal irrigation	NA		
h. clear screens of quick coupling valves, check valves, & sprinkler inlets/screens	NA		
i. replace all PVC nipples and connectors (including plugs) from laterals to heads due to normal wear and damage (except third party)	NA		

17. Picnic Areas

clean & disinfect picnic tables	182	10.00	1,820.00
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18. Appurtenances

a. handrails	182	10.00	1,820.00
b. benches & seating areas	365	10.00	3,650.00
c. light standards & bollard lights	104	5.00	520.00
d. flag/banner poles & signage	104	5.00	520.00
e. kiosks and display cases	NA		
f. transformers and enclosures	104	5.00	520.00
g. other appurtenances	104	5.00	520.00
h. Promenade elevator	730	5.00	3,650.00

A - RAINBOW HARBOR GROUNDS

19. Drinking Fountains

a. completion of inspection procedures & forms	52	25.00	1,300.00
b. clean & disinfect drinking fountains	365	5.00	1,825.00

20. Integrated Pest Management

a. completion of inspection procedures & forms	12	10.00	120.00
b. pest & rodent eradication	4	100.00	400.00
c. backfill, compact, rake & level excavated materials	26	5.00	130.00

21. Spot Cleaning

litter removal, washing, picnic areas, appurtenances	365	10.00	3,650.00
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22. Sand/Surfaced Play Areas

a. inspection, reporting & isolation procedures	365	2.00	730.00
b. clean, level, surface cushion & material relocation*	NA		
c. walks, approaches, and bench cleaning*	NA		
d. deep cushioning operation*	NA		
e. litter & debris removal*	NA		

*Covered under "Beach Garden."

TOTAL BID: ALL BASE TASKS

\$ 105,948.00

A - RAINBOW HARBOR GROUNDS

OPTIONAL TASK

Bidder is required to provide pricing for the Optional Task. The City may elect to include the Optional Task in its contract.

23. Spot Cleaning: Additional Coverage	<u>240</u>	<u>75.00</u>	<u>18,000.00</u>
Optional task 'A' - October through May Monday through Sunday 4:00pm to 7:00pm			
Spot Cleaning: Additional Coverage	<u>125</u>	<u>125.00</u>	<u>15,625.00</u>
Optional task 'B' - June through September Monday through Thursday 4:00pm to 7:00pm Friday through Sunday 4:00pm to 9:00pm			

Note: A minimum sum of \$100 will be deducted for each instance where a task (i.e., bid item) is deficiently performed, incompletely performed, or not performed at the appropriate time. This applies to all bid items, even if the bid cost for a task is \$0.00. (See Page 19.)

BID SECTION

B - RAINBOW HARBOR ESPLANADE

BASE TASKS

TASK	FREQUENCY	X	COST PER FREQUENCY	X	ANNUAL COST
1. Clearance Tree Pruning & Tree Support					
a. inspection of trees	26		5.00		130.00
b. park areas and roadways as needed or a minimum of 4 times per year	4		5.00		20.00
c. signage clearance as needed or a minimum of 4 times per year	4		5.00		20.00
d. tree supports as needed or a minimum of 4 times per year	4		5.00		20.00
2. Mowing turf: 5.85 acres	39		50.00		1,950.00
3. Aerification					
a. deep core & top dress	1		25.00		25.00
b. spike/shatter/slice	1		25.00		25.00
4. Fertilization (Surface Application)					
a. turf	2		25.00		50.00
b. beds	4		25.00		100.00
c. trees	2		25.00		50.00
5. Raking					
a. turf under trees	NA				
b. shrub beds & hedge rows	26		10.00		260.00
c. groundcover & planters	26		10.00		260.00
d. decomposed granite areas & bare areas	52		10.00		520.00
6. Trash Containers & Refuse Disposal replaced, lids secured, and refuse disposed off-site	1095		15.00		16,425.00
7. Litter & Debris Removal	365		10.00		3,650.00

BID SECTION

B - RAINBOW HARBOR ESPLANADE

BASE TASKS

TASK	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8. Sweeping			
a. street sidewalks	52	5.00	260.00
b. walkways	156	5.00	780.00
c. boardwalks	NA		
d. fishing piers & bridges Not including Pine Avenue Pier	NA		
e. stairways	NA		
f. drinking fountain pads	156	1.00	156.00
g. inaccessible plots & roadways	104	1.00	104.00
h. bike paths	52	10.00	520.00
i. quads & esplanades	156	10.00	1,560.00
j. dance areas/amphitheater	156	10.00	1,560.00
k. Promenade	NA		
l. Pine Avenue Pier	156	5.00	780.00
9. Washing & Steam Cleaning			
Washing			
a. street sidewalks	12	25.00	300.00
b. walkways	52	100.00	5,200.00
c. boardwalks	NA		
d. fishing piers & bridges Not including Pine Avenue Pier	NA		
e. stairways	NA		
f. drinking fountain pads	52	2.00	104.00
g. picnic table pads	52	10.00	520.00
h. bike paths	6	10.00	60.00
i. quads & esplanades	104	50.00	5,200.00
j. dance areas/amphitheater	104	20.00	2,080.00
k. Promenade	NA		
l. Pine Avenue Pier	52	10.00	520.00

BID SECTION

B - RAINBOW HARBOR ESPLANADE

BASE TASKS

TASK	FREQUENCY	X	COST PER FREQUENCY	X	ANNUAL COST
9. Washing & Steam Cleaning (Cont.)					
Steam Cleaning					
m. street sidewalks	1		10.00		10.00
n. walkways	12		25.00		300.00
o. boardwalks	NA				
p. fishing piers & bridges Not including Pine Avenue Pier	NA				
q. stairways	NA				
r. drinking fountain pads	12		5.00		60.00
s. picnic table pads	12		10.00		120.00
t. bike paths	6		25.00		150.00
u. quads & esplanades	12		50.00		600.00
v. dance areas/amphitheater	12		25.00		300.00
w. Promenade	NA				
x. Pine Avenue Pier	12		10.00		120.00
10. Edging					
a. turf	39		10.00		390.00
b. planters & walkways	26		25.00		650.00
11. Detailing					
a. turf	39		10.00		390.00
b. planters	26		25.00		650.00
12. Shrub Pruning, Hedge Trimming & Planter Maintenance					
a. shrub & hedge trimming	6		25.00		150.00
b. planter maintenance (includes banks, medians, etc.)	26		25.00		650.00

BID SECTION

B - RAINBOW HARBOR ESPLANADE

BASE TASKS

TASK	FREQUENCY	X	COST PER FREQUENCY	X	ANNUAL COST
13. Annual Beds					
a. installation/replacement	NA				
b. bed maintenance	NA				
c. cultivation	NA				
14. Weed Removal					
<i>Inspect and remove by hand</i>					
a. groundcover	52		10.00		520.00
b. planters	52		10.00		520.00
c. shrub beds and hedge rows	52		10.00		520.00
d. bare areas	NA				
e. rip-rap (rock seawalls)	NA				
f. decomposed granite areas	52		10.00		520.00
<i>Chemical treatments (as needed)</i>					
g. annual beds	NA				
h. groundcover	6		25.00		150.00
i. planters	6		25.00		150.00
j. shrub beds and hedge rows	6		25.00		150.00
k. bare areas	NA				
l. hardscape areas	12		5.00		60.00
m. decomposed granite areas	12		5.00		60.00
n. roadways & parking lots	12		5.00		60.00
o. rip-rap (rock seawalls)	NA				
15. Beach Garden					
a. beach cleaning	NA				
b. deep cushioning operation	NA				
c. maintain indigenous plant palate	NA				

BID SECTION

B - RAINBOW HARBOR ESPLANADE

BASE TASKS

TASK	FREQUENCY	X	COST PER FREQUENCY	X	ANNUAL COST
16. Irrigation System Management					
a. adjust automatic irrigation system	26		100.00		2,600.00
b. controller cycling & system operational inspections	26		100.00		2,600.00
Approx. no. stations: 89					
c. manual valve system operational surveys Approx. no. manual valves: NA	NA				
d. hand watering shrubs	NA				
e. operation by manual valves	NA				
f. adjust arcs and clean nozzles of sprinkler heads with 3/4" or larger inlets	26		100.00		2,600.00
g. adjust drip irrigation lines for optimal irrigation	NA				
h. clear screens of quick coupling valves, check valves, & sprinkler inlets/screens	NA				
i. replace all PVC nipples and connectors (including plugs) from laterals to heads due to normal wear and damage (except third party)	NA				
17. Picnic Areas					
clean & disinfect picnic tables	182		10.00		1,820.00
18. Appurtenances					
a. handrails	182		10.00		1,820.00
b. benches & seating areas	365		5.00		1,825.00
c. light standards & bollard lights	104		2.00		208.00
d. flag/banner poles & signage	104		2.00		208.00
e. kiosks and display cases	104		2.00		208.00
f. transformers and enclosures	104		2.00		208.00
g. other appurtenances	104		2.00		208.00
h. Promenade elevator	NA				

BID SECTION

B - RAINBOW HARBOR ESPLANADE

BASE TASKS

TASK	FREQUENCY	COST PER FREQUENCY X	ANNUAL COST
19. Drinking Fountains			
a. completion of inspection procedures & forms	<u>52</u>	<u>25.00</u>	<u>1,300.00</u>
b. clean & disinfect drinking fountains	<u>365</u>	<u>5.00</u>	<u>1,825.00</u>
20. Integrated Pest Management			
a. completion of inspection procedures & forms	<u>12</u>	<u>25.00</u>	<u>300.00</u>
b. pest & rodent eradication	<u>4</u>	<u>50.00</u>	<u>200.00</u>
c. backfill, compact, rake & level excavated materials	<u>26</u>	<u>5.00</u>	<u>130.00</u>
21. Spot Cleaning			
litter removal, washing, picnic areas, appurtenances	<u>365</u>	<u>10.00</u>	<u>3,650.00</u>
22. Sand/Surfaced Play Areas			
a. inspection, reporting & isolation procedures	<u>NA</u>	<u> </u>	<u> </u>
b. clean, level, surface cushion & material relocation*	<u>NA</u>	<u> </u>	<u> </u>
c. walks, approaches, and bench cleaning*	<u>NA</u>	<u> </u>	<u> </u>
d. deep cushioning operation*	<u>NA</u>	<u> </u>	<u> </u>
e. litter & debris removal*	<u>NA</u>	<u> </u>	<u> </u>

*Covered under "Beach Garden."

TOTAL BID: ALL BASE TASKS

\$ 72,169.00

BID SECTION

B - RAINBOW HARBOR ESPLANADE

BASE TASKS

TASK	FREQUENCY X	COST PER FREQUENCY X	ANNUAL COST
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OPTIONAL TASK

Bidder is required to provide pricing for the Optional Task. The City may elect to include the Optional Task in its contract.

23. Spot Cleaning: Additional Coverage	<u>240.00</u>	<u>75.00</u>	<u>18,000.00</u>
Optional task 'A' - October through May Monday through Sunday 4:00pm to 7:00pm			
Spot Cleaning: Additional Coverage	<u>125.00</u>	<u>125.00</u>	<u>15,625.00</u>
Optional task 'B' - June through September Monday through Thursday 4:00pm to 7:00pm Friday through Sunday 4:00pm to 9:00pm			

Note: A minimum sum of \$100 will be deducted for each instance where a task (i.e., bid item) is deficiently performed, incompletely performed, or not performed at the appropriate time. This applies to all bid items, even if the bid cost for a task is \$0.00. (See Page 19.)

BID SECTION
C - RAINBOW LAGOON

BASE TASKS

TASK	FREQUENCY X	COST PER FREQUENCY X	ANNUAL COST
1. Clearance Tree Pruning & Tree Support			
a. inspection of trees	<u>26</u>	<u>5.00</u>	<u>130.00</u>
b. park areas and roadways as needed or a minimum of 4 times per year	<u>4</u>	<u>10.00</u>	<u>40.00</u>
c. signage clearance as needed or a minimum of 4 times per year	<u>4</u>	<u>5.00</u>	<u>20.00</u>
d. tree supports as needed or a minimum of 4 times per year	<u>4</u>	<u>5.00</u>	<u>20.00</u>
2. Mowing turf: 4.0 acres	<u>39</u>	<u>200.00</u>	<u>7,800.00</u>
3. Aerification			
a. deep core & top dress	<u>1</u>	<u>500.00</u>	<u>500.00</u>
b. spike/shatter/slice	<u>1</u>	<u>500.00</u>	<u>500.00</u>
4. Fertilization (Surface Application)			
a. turf	<u>2</u>	<u>750.00</u>	<u>1,500.00</u>
b. beds	<u>4</u>	<u>50.00</u>	<u>200.00</u>
c. trees	<u>2</u>	<u>50.00</u>	<u>100.00</u>
5. Raking			
a. turf under trees	<u>NA</u>		
b. shrub beds & hedge rows	<u>26</u>	<u>25.00</u>	<u>650.00</u>
c. groundcover & planters	<u>26</u>	<u>25.00</u>	<u>650.00</u>
d. decomposed granite areas & bare areas	<u>NA</u>		
6. Trash Containers & Refuse Disposal replaced, lids secured, and refuse disposed off-site	<u>730</u>	<u>10.00</u>	<u>7,300.00</u>
7. Litter & Debris Removal	<u>365</u>	<u>10.00</u>	<u>3,650.00</u>

BID SECTION
C - RAINBOW LAGOON

BASE TASKS

TASK	FREQUENCY X	COST PER FREQUENCY X	ANNUAL COST
8. Sweeping			
a. street sidewalks	26	10.00	260.00
b. walkways	26	10.00	260.00
c. boardwalks	NA		
d. fishing piers & bridges	26	10.00	260.00
e. stairways	26	10.00	260.00
f. drinking fountain pads	156	2.00	312.00
g. inaccessible plots & roadways	NA		
h. bike paths	26	10.00	260.00
9. Washing & Steam Cleaning			
Washing			
a. street sidewalks	12	25.00	300.00
b. walkways	26	25.00	650.00
c. boardwalks	NA		
d. fishing piers & bridges	12	25.00	300.00
e. stairways	12	25.00	300.00
f. drinking fountain pads	NA		
g. picnic table pads	NA		
h. bike paths	26	25.00	650.00
Steam Cleaning			
i. street sidewalks	1	300.00	300.00
j. walkways	4	200.00	800.00
k. boardwalks	NA		
l. fishing piers & bridges	1	200.00	200.00
m. stairways	4	50.00	200.00
n. drinking fountain pads	NA		
o. bike paths	6	100.00	600.00
p. picnic table pads	NA		

BID SECTION
C - RAINBOW LAGOON

BASE TASKS

TASK	FREQUENCY X	COST PER FREQUENCY X	ANNUAL COST
10. Edging			
a. turf	<u>39</u>	<u>10.00</u>	<u>390.00</u>
b. planters & walkways	<u>26</u>	<u>10.00</u>	<u>260.00</u>
11. Detailing			
a. turf	<u>39</u>	<u>50.00</u>	<u>1,950.00</u>
b. planters	<u>26</u>	<u>100.00</u>	<u>2,600.00</u>
12. Shrub Pruning, Hedge Trimming & Planter Maintenance			
a. shrub & hedge trimming	<u>6</u>	<u>100.00</u>	<u>600.00</u>
b. planter maintenance (includes banks, medians, etc.)	<u>26</u>	<u>100.00</u>	<u>2,600.00</u>
13. Annual Beds			
a. installation/replacement	<u>NA</u>	<u> </u>	<u> </u>
b. bed maintenance	<u>NA</u>	<u> </u>	<u> </u>
c. cultivation	<u>NA</u>	<u> </u>	<u> </u>
14. Weed Removal			
<i>Inspect and remove by hand</i>			
a. groundcover	<u>26</u>	<u>25.00</u>	<u>650.00</u>
b. planters	<u>26</u>	<u>25.00</u>	<u>650.00</u>
c. shrub beds and hedge rows	<u>26</u>	<u>25.00</u>	<u>650.00</u>
d. bare areas	<u>NA</u>	<u> </u>	<u> </u>
e. rip-rap (rock seawalls)	<u>26</u>	<u>25.00</u>	<u>650.00</u>

BID SECTION
C - RAINBOW LAGOON

BASE TASKS

TASK	FREQUENCY X	COST PER FREQUENCY X	ANNUAL COST
14. Weed Removal (Cont.)			
<i>Chemical treatments (as needed)</i>			
f. annual beds	NA		
g. groundcover	6	25.00	150.00
h. planters	6	25.00	150.00
i. shrub beds and hedge rows	6	25.00	150.00
j. bare areas	NA		
k. hardscape areas	12	25.00	300.00
l. decomposed granite areas	NA		
m. roadways & parking lots	12	25.00	300.00
n. rip-rap (rock seawalls)	6	25.00	150.00
15. Beach Garden			
a. beach cleaning	NA		
b. deep cushioning operation	NA		
c. maintain indigenous plant palate	NA		
16. Irrigation System Management			
a. adjust automatic irrigation system system	26	200.00	5,200.00
b. controller cycling & system operational inspections	26	200.00	5,200.00
Approx. no. stations: 64			
c. manual valve system operational surveys	NA		
Approx. no. manual valves: NA			
d. hand watering shrubs	NA		
e. operation by manual valves	NA		
f. adjust arcs and clean nozzles of sprinkler heads with 3/4" or larger inlets	26	100.00	2,600.00
g. adjust drip irrigation lines for optimal irrigation	NA		

BID SECTION

C - RAINBOW LAGOON

BASE TASKS

TASK	FREQUENCY X	COST PER FREQUENCY X	ANNUAL COST
16. Irrigation System Management (Cont.)			
h. clear screens of quick coupling valves, check valves, & sprinkler inlets/screens	NA		
i. replace all PVC nipples and connectors (including plugs) from laterals to heads due to normal wear and damage (except third party)	NA		
17. Picnic Areas			
clean & disinfect picnic tables	NA		
18. Appurtenances			
a. handrails	52	10.00	520.00
b. benches & seating areas	104	10.00	1,040.00
c. light standards & bollard lights	26	10.00	260.00
d. flag/banner poles & signage	26	10.00	260.00
e. kiosks and display cases	NA		
f. transformers and enclosures	26	10.00	260.00
g. other appurtenances	26	10.00	260.00
19. Drinking Fountains			
a. completion of inspection procedures & forms	52	25.00	1,300.00
b. clean & disinfect drinking fountains	365	5.00	1,825.00
20. Integrated Pest Management			
a. completion of inspection procedures & forms	12	50.00	600.00
b. pest & rodent eradication	4	100.00	400.00
c. backfill, compact, rake & level excavated materials	26	10.00	260.00
21. Spot Cleaning			
a. litter removal, washing, picnic areas, appurtenances	NA		

BID SECTION

C - RAINBOW LAGOON

BASE TASKS

TASK	FREQUENCY	X	COST PER FREQUENCY	X	ANNUAL COST
22. Sand/Surfaced Play Areas					
a. inspection, reporting & isolation procedures	NA				
b. clean, level, surface cushion & material relocation	NA				
c. walks, approaches, and bench cleaning	NA				
d. deep cushioning operation	NA				
e. litter & debris removal	NA				

TOTAL BID: ALL BASE TASKS \$ 61,157.00

Note: A minimum sum of \$100 will be deducted for each instance where a task (i.e., bid item) is deficiently performed, incompletely performed, or not performed at the appropriate time. This applies to all bid items, even if the bid cost for a task is \$0.00. (See Page 19.)

BID SECTION

D - AQUARIUM OF THE PACIFIC

BASE TASKS

TASK	FREQUENCY X	COST PER FREQUENCY X	ANNUAL COST
1. Clearance Tree Pruning & Tree Support			
a. inspection of trees	<u>52</u>	<u>10.00</u>	<u>520.00</u>
b. park areas and roadways as needed or a minimum of 4 times per year	<u>NA</u>		
c. signage clearance as needed or a minimum of 4 times per year	<u>NA</u>		
d. tree supports as needed or a minimum of 4 times per year	<u>4</u>	<u>20.00</u>	<u>80.00</u>
2. Mowing	<u>NA</u>		
3. Aerification			
a. deep core & top dress	<u>NA</u>		
b. spike/shatter/slice	<u>NA</u>		
4. Fertilization (Surface Application)			
a. turf	<u>NA</u>		
b. beds	<u>4</u>	<u>25.00</u>	<u>100.00</u>
c. trees	<u>2</u>	<u>10.00</u>	<u>20.00</u>
5. Raking			
a. turf under trees	<u>NA</u>		
b. shrub beds & hedge rows	<u>52</u>	<u>10.00</u>	<u>520.00</u>
c. groundcover & planters	<u>52</u>	<u>10.00</u>	<u>520.00</u>
d. decomposed granite areas & bare areas	<u>NA</u>		
6. Trash Containers & Refuse Disposal replaced, lids secured, and refuse disposed off-site	<u>NA</u>		
7. Litter & Debris Removal	<u>52</u>	<u>25.00</u>	<u>1,300.00</u>

BID SECTION

D - AQUARIUM OF THE PACIFIC

BASE TASKS

TASK	FREQUENCY	X	COST PER FREQUENCY	X	ANNUAL COST
8. Sweeping					
a. street sidewalks	NA				
b. walkways	NA				
c. boardwalks	NA				
f. fishing piers & bridges	NA				
g. stairways	NA				
h. drinking fountain pads	NA				
i. inaccessible plots & roadways	NA				
j. bike paths	NA				
9. Washing & Steam Cleaning					
Washing					
a. street sidewalks	NA				
b. walkways	NA				
c. boardwalks	NA				
d. fishing piers & bridges	NA				
e. stairways	NA				
f. drinking fountain pads	NA				
g. picnic table pads	NA				
h. bike paths	NA				
Steam Cleaning					
l. street sidewalks	NA				
j. walkways	NA				
k. boardwalks	NA				
l. fishing piers & bridges	NA				
m. stairways	NA				
n. drinking fountain pads	NA				
o. picnic table pads	NA				
p. bike paths	NA				

BID SECTION**D - AQUARIUM OF THE PACIFIC****BASE TASKS**

TASK	FREQUENCY	X	COST PER FREQUENCY	X	ANNUAL COST
10. Edging					
a. turf	NA				
b. planters & walkways	52		10.00		520.00
11. Detailing					
a. turf	NA				
b. planters	52		25.00		1,300.00
12. Shrub Pruning, Hedge Trimming & Planter Maintenance					
a. shrub & hedge trimming	52		10.00		520.00
b. planter maintenance (includes banks, medians, etc.)	52		10.00		520.00
13. Annual Beds					
a. installation/replacement	NA				
b. bed maintenance	NA				
c. cultivation	NA				
14. Weed Removal					
<i>Inspect and remove by hand</i>					
a. groundcover	52		10.00		520.00
b. planters	52		10.00		520.00
c. shrub beds and hedge rows	52		10.00		520.00
d. bare areas	52		10.00		520.00
e. rip-rap (rock seawalls)	NA				
f. hardscape areas	52		10.00		520.00

BID SECTION

D - AQUARIUM OF THE PACIFIC

BASE TASKS

TASK	FREQUENCY	X	COST PER FREQUENCY	X	ANNUAL COST
14. Weed Removal (Cont.)					
<i>Chemical treatments (as needed)</i>					
h. annual beds	NA				
i. groundcover	NA				
j. planters	NA				
k. shrub beds and hedge rows	NA				
l. bare areas	NA				
m. hardscape areas	NA				
n. decomposed granite areas	NA				
o. roadways & parking lots	NA				
p. rip-rap (rock seawalls)	NA				
15. Beach Garden					
a. beach cleaning	NA				
b. deep cushioning operation	NA				
c. maintain indigenous plant palate	NA				
16. Irrigation System Management					
a. adjust automatic irrigation system	52		25.00		1,300.00
b. controller cycling & system operational inspections	52		25.00		1,300.00
Approx. no. stations: 23					
c. manual valve system operational surveys	NA				
Approx. no. manual valves: NA					
d. hand watering shrubs (as needed)	52		25.00		1,300.00
e. operation by manual valves	NA				
f. adjust arcs and clean nozzles of sprinkler heads with 3/4" or larger inlets	52		25.00		1,300.00
g. adjust drip irrigation lines for optimal irrigation	NA				

BID SECTION

D - AQUARIUM OF THE PACIFIC

BASE TASKS

TASK	FREQUENCY X	COST PER FREQUENCY X	ANNUAL COST
16. Irrigation System Management (Cont.)			
h. clear screens of quick coupling valves, check valves, & sprinkler inlets/screens	<u>52</u>	<u>10.00</u>	<u>520.00</u>
i. replace all PVC nipples and connectors (including plugs) from laterals to heads due to normal wear and damage (except third party)	<u>52</u>	<u>10.00</u>	<u>520.00</u>
17. Picnic Areas			
clean & disinfect picnic tables	<u>NA</u>	<u></u>	<u></u>
18. Appurtenances			
a. handrails	<u>NA</u>	<u></u>	<u></u>
b. benches & seating areas	<u>NA</u>	<u></u>	<u></u>
c. light standards & bollard lights	<u>NA</u>	<u></u>	<u></u>
d. flag/banner poles & signage	<u>NA</u>	<u></u>	<u></u>
e. kiosks and display cases	<u>NA</u>	<u></u>	<u></u>
f. transformers and enclosures	<u>NA</u>	<u></u>	<u></u>
g. other appurtenances	<u>NA</u>	<u></u>	<u></u>
19. Drinking Fountains			
a. completion of inspection procedures & forms	<u>NA</u>	<u></u>	<u></u>
b. clean & disinfect drinking fountains	<u>NA</u>	<u></u>	<u></u>
20. Integrated Pest Management			
a. completion of inspection procedures & forms	<u>NA</u>	<u></u>	<u></u>
b. pest & rodent eradication	<u>NA</u>	<u></u>	<u></u>
c. backfill, compact, rake & level excavated materials	<u>NA</u>	<u></u>	<u></u>
21. Spot Cleaning			
a. litter removal, washing, picnic areas, appurtenances	<u>NA</u>	<u></u>	<u></u>

BID SECTION

D - AQUARIUM OF THE PACIFIC

BASE TASKS

TASK	FREQUENCY	X	COST PER FREQUENCY	X	ANNUAL COST
22. Sand/Surfaced Play Areas					
a. inspection, reporting & isolation procedures	NA				
b. clean, level, surface cushion & material relocation	NA				
c. walks, approaches, and bench cleaning	NA				
d. deep cushioning operation	NA				
e. litter & debris removal	NA				

TOTAL BID: ALL BASE TASKS \$ 14,760.00

Note: A minimum sum of \$100 will be deducted for each instance where a task (i.e., bid item) is deficiently performed, incompletely performed, or not performed at the appropriate time. This applies to all bid items, even if the bid cost for a task is \$0.00. (See Page 19.)

BID SECTION**E - SHORELINE MARINA****BASE TASKS**

TASK	FREQUENCY X	COST PER FREQUENCY X	ANNUAL COST
1. Clearance Tree Pruning & Tree Support			
a. inspection of trees	<u>26</u>	<u>10.00</u>	<u>260.00</u>
b. park areas and roadways as needed or a minimum of 4 times per year	<u>4</u>	<u>10.00</u>	<u>40.00</u>
c. signage clearance as needed or a minimum of 4 times per year	<u>4</u>	<u>10.00</u>	<u>40.00</u>
d. tree supports as needed or a minimum of 4 times per year	<u>4</u>	<u>10.00</u>	<u>40.00</u>
2. Mowing turf: 8.6 acres	<u>39</u>	<u>300.00</u>	<u>11,700.00</u>
3. Aerification			
a. deep core & top dress	<u>1</u>	<u>3,000.00</u>	<u>3,000.00</u>
b. spike/shatter/slice	<u>1</u>	<u>1,500.00</u>	<u>1,500.00</u>
4. Fertilization (Surface Application)			
a. turf	<u>2</u>	<u>1,500.00</u>	<u>3,000.00</u>
b. beds	<u>4</u>	<u>50.00</u>	<u>200.00</u>
c. trees	<u>2</u>	<u>50.00</u>	<u>100.00</u>
5. Raking			
a. turf under trees	<u>NA</u>	<u></u>	<u></u>
b. shrub beds & hedge rows	<u>26</u>	<u>25.00</u>	<u>650.00</u>
c. groundcover & planters	<u>26</u>	<u>25.00</u>	<u>650.00</u>
d. decomposed granite areas & bare areas	<u>NA</u>	<u></u>	<u></u>
6. Trash Containers & Refuse Disposal replaced, lids secured, and refuse disposed off-site	<u>365</u>	<u>25.00</u>	<u>9,125.00</u>
7. Litter & Debris Removal	<u>365</u>	<u>20.00</u>	<u>7,300.00</u>

BID SECTION

E - SHORELINE MARINA

BASE TASKS

TASK	FREQUENCY	X	COST PER FREQUENCY	X	ANNUAL COST
8. Sweeping					
a. street sidewalks	NA				
b. walkways	12		10.00		120.00
c. boardwalks (4500 sq. ft.)	52		25.00		1,300.00
d. fishing piers & bridges	52		25.00		1,300.00
e. stairways	NA				
f. drinking fountain pads	NA				
g. inaccessible plots & roadways	104		10.00		1,040.00
h. bike paths	52		50.00		2,600.00
9. Washing & Steam Cleaning					
Washing					
a. street sidewalks	NA				
b. walkways	12		50.00		600.00
c. boardwalks (4500 sq. ft.)	12		100.00		1,200.00
d. fishing piers & bridges	26		50.00		1,300.00
e. stairways	NA				
f. drinking fountain pads	NA				
g. picnic table pads	NA				
h. bike paths	12		100.00		1,200.00
Steam Cleaning					
m. street sidewalks	NA				
n. walkways	NA				
o. boardwalks	NA				
r. fishing piers & bridges	4		200.00		800.00
s. stairways	NA				
t. drinking fountain pads	NA				
u. bike paths	NA				
v. picnic table pads	NA				

BID SECTION

E - SHORELINE MARINA

BASE TASKS

TASK	FREQUENCY X	COST PER FREQUENCY X	ANNUAL COST
10. Edging			
a. turf	<u>39</u>	<u>50.00</u>	<u>1,950.00</u>
b. planters & walkways	<u>26</u>	<u>20.00</u>	<u>520.00</u>
11. Detailing			
a. turf	<u>39</u>	<u>100.00</u>	<u>3,900.00</u>
b. planters	<u>26</u>	<u>100.00</u>	<u>2,600.00</u>
12. Shrub Pruning, Hedge Trimming & Planter Maintenance			
a. shrub & hedge trimming	<u>6</u>	<u>25.00</u>	<u>150.00</u>
b. planter maintenance (includes banks, medians, etc.)	<u>26</u>	<u>25.00</u>	<u>650.00</u>
13. Annual Beds			
a. installation/replacement	<u>NA</u>	<u></u>	<u></u>
b. bed maintenance	<u>NA</u>	<u></u>	<u></u>
c. cultivation	<u>NA</u>	<u></u>	<u></u>
14. Weed Removal			
<i>Inspect and remove by hand</i>			
a. groundcover	<u>NA</u>	<u></u>	<u></u>
b. planters	<u>26</u>	<u>25.00</u>	<u>650.00</u>
c. shrub beds and hedge rows	<u>26</u>	<u>25.00</u>	<u>650.00</u>
d. bare areas	<u>26</u>	<u>25.00</u>	<u>650.00</u>
e. rip-rap (rock seawalls)	<u>26</u>	<u>25.00</u>	<u>650.00</u>

BID SECTION

E - SHORELINE MARINA

BASE TASKS

TASK	FREQUENCY X	COST PER FREQUENCY X	ANNUAL COST
14. Weed Removal (Cont.)			
<i>Chemical treatments (as needed)</i>			
f. annual beds	NA		
g. groundcover	6	25.00	150.00
h. planters	6	25.00	150.00
i. shrub beds and hedge rows	6	25.00	150.00
j. bare areas	12	25.00	300.00
k. hardscape areas	12	25.00	300.00
l. decomposed granite areas	NA		
m. roadways & parking lots	12	25.00	300.00
n. rip-rap (rock seawalls)	12	25.00	300.00
15. Beach Garden			
a. beach cleaning	NA		
b. deep cushioning operation	NA		
c. maintain indigenous plant palate	NA		
16. Irrigation System Management			
a. adjust automatic irrigation system	26	50.00	1,300.00
b. controller cycling & system operational inspections	26	200.00	5,200.00
Approx. no. stations: 115			
c. manual valve system operational surveys	NA		
Approx. no. manual valves: NA			
d. hand watering shrubs	NA		
e. operation by manual valves	NA		
f. adjust arcs and clean nozzles of sprinkler heads with 3/4" or larger inlets	26	200.00	5,200.00
g. adjust drip irrigation lines for optimal irrigation	NA		

BID SECTION

E - SHORELINE MARINA

BASE TASKS

TASK	FREQUENCY X	COST PER FREQUENCY X	ANNUAL COST
16. Irrigation System Management (Cont.)			
h. clear screens of quick coupling valves, check valves, & sprinkler inlets/screens	NA		
i. replace all PVC nipples and connectors (including plugs) from laterals to heads due to normal wear and damage (except third party)	NA		
17. Picnic Areas			
clean & disinfect picnic tables	NA		
18. Appurtenances			
a. handrails	NA		
b. benches & seating areas	365	25.00	9,125.00
c. light standards & bollard lights	NA		
d. flag/banner poles & signage	12	10.00	120.00
e. kiosks and display cases	NA		
f. transformers and enclosures	12	10.00	120.00
g. other appurtenances	12	10.00	120.00
19. Drinking Fountains			
a. completion of inspection procedures & forms	NA		
b. clean & disinfect drinking fountains	NA		
20. Integrated Pest Management			
a. completion of inspection procedures & forms	12	50.00	600.00
b. pest & rodent eradication	4	100.00	400.00
c. backfill, compact, rake & level excavated materials	26	25.00	650.00
21. Spot Cleaning			
a. litter removal, washing, picnic areas, appurtenances	NA		

BID SECTION

E - SHORELINE MARINA

BASE TASKS

TASK	FREQUENCY	X	COST PER FREQUENCY	X	ANNUAL COST
22. Sand/Surfaced Play Areas					
a. inspection, reporting & isolation procedures	NA				
b. clean, level, surface cushion & material relocation	NA				
c. walks, approaches, and bench cleaning	NA				
d. deep cushioning operation	NA				
e. litter & debris removal	NA				

TOTAL BID: ALL BASE TASKS

\$ 85,920.00

Note: A minimum sum of \$100 will be deducted for each instance where a task (i.e., bid item) is deficiently performed, incompletely performed, or not performed at the appropriate time. This applies to all bid items, even if the bid cost for a task is \$0.00. (See Page 19.)

BID SECTION
F - GOLDEN SHORE

BASE TASKS

TASK	FREQUENCY X	COST PER FREQUENCY X	ANNUAL COST
1. Clearance Tree Pruning & Tree Support			
a. inspection of trees	<u>26</u>	<u>5.00</u>	<u>130.00</u>
b. park areas and roadways as needed or a minimum of 4 times per year	<u>4</u>	<u>5.00</u>	<u>20.00</u>
c. signage clearance as needed or a minimum of 4 times per year	<u>4</u>	<u>5.00</u>	<u>20.00</u>
d. tree supports as needed or a minimum of 4 times per year	<u>4</u>	<u>5.00</u>	<u>20.00</u>
2. Mowing turf: 0.82 acres	<u>39</u>	<u>25.00</u>	<u>975.00</u>
3. Aerification			
a. deep core & top dress	<u>1</u>	<u>200.00</u>	<u>200.00</u>
b. spike/shatter/slice	<u>1</u>	<u>100.00</u>	<u>100.00</u>
4. Fertilization (Surface Application)			
a. turf	<u>2</u>	<u>100.00</u>	<u>200.00</u>
b. beds	<u>4</u>	<u>10.00</u>	<u>40.00</u>
c. trees	<u>2</u>	<u>5.00</u>	<u>10.00</u>
5. Raking			
a. turf under trees	<u>NA</u>	<u></u>	<u></u>
b. shrub beds & hedge rows	<u>26</u>	<u>10.00</u>	<u>260.00</u>
c. groundcover & planters	<u>26</u>	<u>10.00</u>	<u>260.00</u>
d. decomposed granite areas & bare areas	<u>NA</u>	<u></u>	<u></u>
6. Trash Containers & Refuse Disposal replaced, lids secured, and refuse disposed off-site	<u>365</u>	<u>5.00</u>	<u>1,825.00</u>
7. Litter & Debris Removal	<u>365</u>	<u>2.00</u>	<u>730.00</u>

BID SECTION
F - GOLDEN SHORE

BASE TASKS

TASK	FREQUENCY	X	COST PER FREQUENCY	X	ANNUAL COST
8. Sweeping					
a. street sidewalks	12		5.00		60.00
b. walkways	12		5.00		60.00
c. boardwalks	NA				
d. fishing piers & bridges	NA				
e. stairways	12		2.00		24.00
f. drinking fountain pads	NA				
g. inaccessible plots & roadways	NA				
h. bike paths	26		5.00		130.00
9. Washing & Steam Cleaning					
Washing					
a. street sidewalks	12		10.00		120.00
b. walkways	12		10.00		120.00
c. boardwalks	NA				
d. fishing piers & bridges	NA				
e. stairways	12		10.00		120.00
f. drinking fountain pads	NA				
g. picnic table pads	26		5.00		130.00
h. bike paths	12		10.00		120.00
Steam Cleaning					
i. street sidewalks	1		25.00		25.00
j. walkways	NA				
k. boardwalks	NA				
l. fishing piers & bridges	NA				
m. stairways	NA				
n. drinking fountain pads	NA				
o. bike paths	12		10.00		120.00
p. picnic table pads	26		10.00		260.00

BID SECTION
F - GOLDEN SHORE

BASE TASKS

TASK	FREQUENCY X	COST PER FREQUENCY X	ANNUAL COST
10. Edging			
a. turf	<u>39</u>	<u>5.00</u>	<u>195.00</u>
b. planters & walkways	<u>26</u>	<u>5.00</u>	<u>130.00</u>
11. Detailing			
a. turf	<u>39</u>	<u>5.00</u>	<u>195.00</u>
b. planters	<u>26</u>	<u>5.00</u>	<u>130.00</u>
12. Shrub Pruning, Hedge Trimming & Planter Maintenance			
a. shrub & hedge trimming	<u>6</u>	<u>25.00</u>	<u>150.00</u>
b. planter maintenance (includes banks, medians, etc.)	<u>26</u>	<u>10.00</u>	<u>260.00</u>
13. Annual Beds			
a. installation/replacement	<u>NA</u>	<u> </u>	<u> </u>
b. bed maintenance	<u>NA</u>	<u> </u>	<u> </u>
c. cultivation	<u>NA</u>	<u> </u>	<u> </u>
14. Weed Removal			
<i>Inspect and remove by hand</i>			
a. groundcover	<u>NA</u>	<u> </u>	<u> </u>
b. planters	<u>NA</u>	<u> </u>	<u> </u>
c. shrub beds and hedge rows	<u>26</u>	<u>25.00</u>	<u>650.00</u>
d. bare areas	<u>12</u>	<u>10.00</u>	<u>120.00</u>
e. rip-rap (rock seawalls)	<u>12</u>	<u>25.00</u>	<u>300.00</u>

BID SECTION
F - GOLDEN SHORE

BASE TASKS

TASK	FREQUENCY X	COST PER FREQUENCY X	ANNUAL COST
14. Weed Removal (Cont.)			
<i>Chemical treatments (as needed)</i>			
f. annual beds	NA		
g. groundcover	NA		
h. planters	NA		
i. shrub beds and hedge rows	6	25.00	150.00
j. bare areas	12	10.00	120.00
k. hardscape areas	12	10.00	120.00
l. decomposed granite areas	NA		
m. roadways & parking lots	12	10.00	120.00
n. rip-rap (rock seawalls)	12	10.00	120.00
15. Beach Garden			
a. beach cleaning	NA		
b. deep cushioning operation	NA		
c. maintain indigenous plant palate	NA		
16. Irrigation System Management			
a. adjust automatic irrigation system	26	50.00	1,300.00
b. controller cycling & system operational inspections	26	50.00	1,300.00
Approx. no. stations: 47			
c. manual valve system operational surveys	NA		
Approx. no. manual valves: NA			
d. hand watering shrubs	26	10.00	260.00
e. operation by manual valves	NA		
f. adjust arcs and clean nozzles of sprinkler heads with 3/4" or larger inlets	26	10.00	260.00
g. adjust drip irrigation lines for optimal irrigation	NA		

BID SECTION
F - GOLDEN SHORE

BASE TASKS

TASK	FREQUENCY	X	COST PER FREQUENCY	X	ANNUAL COST
16. Irrigation System Management (Cont.)					
h. clear screens of quick coupling valves, check valves, & sprinkler inlets/screens	NA				
i. replace all PVC nipples and connectors (including plugs) from laterals to heads due to normal wear and damage (except third party)	NA				
17. Picnic Areas					
clean & disinfect picnic tables	104		5.00		520.00
18. Appurtenances					
a. handrails	NA				
b. benches & seating areas	NA				
c. light standards & bollard lights	NA				
d. flag/banner poles & signage	12		10.00		120.00
e. kiosks and display cases	NA				
f. transformers and enclosures	NA				
g. other appurtenances	NA				
19. Drinking Fountains					
a. completion of inspection procedures & forms	NA				
b. clean & disinfect drinking fountains	NA				
20. Integrated Pest Management					
a. completion of inspection procedures & forms	NA				
b. pest & rodent eradication	NA				
c. backfill, compact, rake & level excavated materials	NA				
21. Spot Cleaning					
a. litter removal, washing, picnic areas, appurtenances	NA				

BID SECTION
F - GOLDEN SHORE

BASE TASKS

TASK	FREQUENCY	X	COST PER FREQUENCY	X	ANNUAL COST
22. Sand/Surfaced Play Areas					
a. inspection, reporting & isolation procedures	NA				
b. clean, level, surface cushion & material relocation	NA				
c. walks, approaches, and bench cleaning	NA				
d. deep cushioning operation	NA				
e. litter & debris removal	NA				

TOTAL BID: ALL BASE TASKS

\$ 12,599.00

Note: A minimum sum of \$100 will be deducted for each instance where a task (i.e., 'bid' item) is deficiently performed, incompletely performed, or not performed at the appropriate time. This applies to all bid items, even if the bid cost for a task is \$0.00. (See Page 19.)

BID SECTION

G - STREET LANDSCAPING

BASE TASKS

TASK	FREQUENCY X	COST PER FREQUENCY X	ANNUAL COST
1. Clearance Tree Pruning & Tree Support			
a. inspection of trees	<u>26</u>	<u>5.00</u>	<u>130.00</u>
b. park areas and roadways as needed or a minimum of 4 times per year	<u>4</u>	<u>5.00</u>	<u>20.00</u>
c. signage clearance as needed or a minimum of 4 times per year	<u>4</u>	<u>5.00</u>	<u>20.00</u>
d. tree supports as needed or a minimum of 4 times per year	<u>4</u>	<u>5.00</u>	<u>20.00</u>
2. Mowing turf: 0.82 acres <<(remove this 0 acres)	<u>NA</u>	<u></u>	<u></u>
3. Aertfication			
a. deep core & top dress	<u>NA</u>	<u></u>	<u></u>
b. spike/shatter/slice	<u>NA</u>	<u></u>	<u></u>
4. Fertilization (Surface Application)			
a. turf	<u>NA</u>	<u></u>	<u></u>
b. beds	<u>4</u>	<u>50.00</u>	<u>200.00</u>
c. trees	<u>2</u>	<u>100.00</u>	<u>200.00</u>
5. Raking			
a. turf under trees	<u>NA</u>	<u></u>	<u></u>
b. shrub beds & hedge rows	<u>26</u>	<u>25.00</u>	<u>650.00</u>
c. groundcover & planters	<u>26</u>	<u>25.00</u>	<u>650.00</u>
d. decomposed granite areas & bare areas	<u>NA</u>	<u></u>	<u></u>
6. Trash Containers & Refuse Disposal replaced, lids secured, and refuse disposed off-site	<u>NA</u>	<u></u>	<u></u>
7. Litter & Debris Removal	<u>365</u>	<u>10.00</u>	<u>3,650.00</u>

BID SECTION

G - STREET LANDSCAPING

BASE TASKS

TASK	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8. Sweeping			
a. street sidewalks/center islands	26	25.00	650.00
b. walkways	NA		
c. boardwalks	NA		
d. fishing piers & bridges	NA		
e. stairways	NA		
f. drinking fountain pads	NA		
g. inaccessible plots & roadways	26	1.00	26.00
h. bike paths	NA		
i. hardscapes	26	25.00	650.00
9. Washing & Steam Cleaning			
Washing			
a. street sidewalks	NA		
b. walkways	12	50.00	600.00
c. boardwalks	NA		
d. fishing piers & bridges	NA		
e. stairways	52	20.00	1,040.00
f. drinking fountain pads	NA		
g. picnic table pads	NA		
h. bike paths	NA		
Steam Cleaning			
i. street sidewalks	NA		
j. walkways	NA		
k. boardwalks	NA		
l. fishing piers & bridges	NA		
m. stairways	12	20.00	240.00
n. drinking fountain pads	NA		
o. bike paths	NA		
p. picnic table pads	NA		

BID SECTION

G - STREET LANDSCAPING

BASE TASKS

TASK	FREQUENCY	X	COST PER FREQUENCY	X	ANNUAL COST
10. Edging					
a. turf	NA				
b. planters & walkways	26		50.00		1,300.00
11. Detailing					
a. turf	NA				
b. planters	26		100.00		2,600.00
12. Shrub Pruning, Hedge Trimming & Planter Maintenance					
a. shrub & hedge trimming	12		100.00		1,200.00
b. planter maintenance (includes banks, medians, etc.)	26		500.00		13,000.00
13. Annual Beds					
a. installation/replacement	NA				
b. bed maintenance	NA				
c. cultivation	NA				
14. Weed Removal					
<i>Inspect and remove by hand</i>					
a. groundcover	26		100.00		2,600.00
b. planters	26		100.00		2,600.00
c. shrub beds and hedge rows	26		100.00		2,600.00
d. bare areas	NA				
e. rip-rap (rock seawalls)	NA				
f. roadways/underpass	12		100.00		1,200.00

BID SECTION

G - STREET LANDSCAPING

BASE TASKS

TASK	FREQUENCY	X	COST PER FREQUENCY	X	ANNUAL COST
14. Weed Removal (Cont.)					
<i>Chemical treatments (as needed)</i>					
g. annual beds	NA				
h. groundcover	6		100.00		600.00
i. planters	6		100.00		600.00
j. shrub beds and hedge rows	6		100.00		600.00
k. bare areas	NA				
l. hardscape areas	6		50.00		300.00
m. decomposed granite areas	NA				
n. roadways & underpass	6		100.00		600.00
o. rip-rap (rock seawalls)	NA				
15. Beach Garden					
a. beach cleaning	NA				
b. deep cushioning operation	NA				
c. maintain indigenous plant palate	NA				
16. Irrigation System Management					
a. adjust automatic irrigation system	26		50.00		1,300.00
b. controller cycling & system operational inspections	26		200.00		5,200.00
Approx. no. stations: 100					
c. manual valve system operational surveys	NA				
Approx. no. manual valves: NA					
d. hand watering shrubs	NA				
e. operation by manual valves	NA				
f. adjust arcs and clean nozzles of sprinkler heads with 3/4" or larger inlets	26		200.00		5,200.00
g. adjust drip irrigation lines for optimal irrigation	NA				

BID SECTION

G - STREET LANDSCAPING

BASE TASKS

TASK	FREQUENCY	X	COST PER FREQUENCY	X	ANNUAL COST
16. Irrigation System Management (Cont.)					
h. clear screens of quick coupling valves, check valves, & sprinkler inlets/screens	NA				
i. replace all PVC nipples and connectors (including plugs) from laterals to heads due to normal wear and damage (except third party)	NA				
17. Picnic Areas					
clean & disinfect picnic tables	NA				
18. Appurtenances					
a. handrails	NA				
b. benches & seating areas	NA				
c. light standards & bollard lights	NA				
d. flag/banner poles & signage	26		10.00		260.00
e. kiosks and display cases	NA				
f. transformers and enclosures	26		10.00		260.00
g. other appurtenances	NA				
19. Drinking Fountains					
a. completion of inspection procedures & forms	NA				
b. clean & disinfect drinking fountains	NA				
20. Integrated Pest Management					
a. completion of inspection procedures & forms	12		50.00		600.00
b. pest & rodent eradication	4		400.00		1,600.00
c. backfill, compact, rake & level excavated materials	26		10.00		260.00
21. Spot Cleaning					
a. litter removal, washing, picnic areas, appurtenances	NA				

BID SECTION

G - STREET LANDSCAPING

BASE TASKS

TASK	FREQUENCY	X	COST PER FREQUENCY	X	ANNUAL COST
22. Sand/Surfaced Play Areas					
a. inspection, reporting & isolation procedures	NA				
b. clean, level, surface cushion & material relocation	NA				
c. walks, approaches, and bench cleaning	NA				
d. deep cushioning operation	NA				
e. litter & debris removal	NA				

TOTAL BID: ALL BASE TASKS \$ 53,226.00

Note: A minimum sum of \$100 will be deducted for each instance where a task (i.e., bid item) is deficiently performed, incompletely performed, or not performed at the appropriate time. This applies to all bid items, even if the bid cost for a task is \$0.00. (See Page 19.)

BID SECTION**H - SOUTH SHORE LAUNCH RAMP****BASE TASKS**

TASK	FREQUENCY X	COST PER FREQUENCY X	ANNUAL COST
1. Clearance Tree Pruning & Tree Support			
a. inspection of trees	<u>26</u>	<u>5.00</u>	<u>130.00</u>
b. park areas and roadways as needed or a minimum of 4 times per year	<u>4</u>	<u>5.00</u>	<u>20.00</u>
c. signage clearance as needed or a minimum of 4 times per year	<u>4</u>	<u>5.00</u>	<u>20.00</u>
d. tree supports as needed or a minimum of 4 times per year	<u>4</u>	<u>5.00</u>	<u>20.00</u>
2. Mowing turf: 0.5 acres	<u>39</u>	<u>25.00</u>	<u>975.00</u>
3. Aerification			
a. deep core & top dress	<u>1</u>	<u>300.00</u>	<u>300.00</u>
b. spike/shatter/slice	<u>1</u>	<u>100.00</u>	<u>100.00</u>
4. Fertilization (Surface Application)			
a. turf	<u>2</u>	<u>100.00</u>	<u>200.00</u>
b. beds	<u>4</u>	<u>25.00</u>	<u>100.00</u>
c. trees	<u>2</u>	<u>10.00</u>	<u>20.00</u>
5. Raking			
a. turf under trees	<u>NA</u>	<u></u>	<u></u>
b. shrub beds & hedge rows	<u>26</u>	<u>50.00</u>	<u>1,300.00</u>
c. groundcover & planters	<u>26</u>	<u>25.00</u>	<u>650.00</u>
d. decomposed granite areas & bare areas	<u>NA</u>	<u></u>	<u></u>
6. Trash Containers & Refuse Disposal replaced, lids secured, and refuse disposed off-site	<u>730</u>	<u>10.00</u>	<u>7,300.00</u>
7. Litter & Debris Removal	<u>365</u>	<u>10.00</u>	<u>3,650.00</u>

BID SECTION

H - SOUTH SHORE LAUNCH RAMP

BASE TASKS

TASK	FREQUENCY	X	COST PER FREQUENCY	X	ANNUAL COST
8. Sweeping					
a. street sidewalks	12		5.00		60.00
b. walkways	26		5.00		130.00
c. boardwalks	NA				
d. fishing piers & bridges	NA				
e. stairways	NA				
f. drinking fountain pads	156		1.00		156.00
g. inaccessible plots & roadways	NA				
h. bike paths	NA				
9. Washing & Steam Cleaning					
Washing					
a. street sidewalks	NA				
b. walkways	NA				
c. boardwalks	NA				
d. fishing piers & bridges	NA				
e. stairways	NA				
f. drinking fountain pads	NA				
g. picnic table pads	NA				
h. bike paths	NA				
Steam Cleaning					
i. street sidewalks	NA				
j. walkways	NA				
k. boardwalks	NA				
l. fishing piers & bridges	NA				
m. stairways	NA				
n. drinking fountain pads	12		5.00		60.00
o. bike paths	NA				
p. picnic table pads	12		10.00		120.00

BID SECTION**H - SOUTH SHORE LAUNCH RAMP****BASE TASKS**

TASK	FREQUENCY X	COST PER FREQUENCY X	ANNUAL COST
10. Edging			
a. turf	<u>39</u>	<u>10.00</u>	<u>390.00</u>
b. planters & walkways	<u>26</u>	<u>10.00</u>	<u>260.00</u>
11. Detailing			
a. turf	<u>39</u>	<u>10.00</u>	<u>390.00</u>
b. planters	<u>26</u>	<u>10.00</u>	<u>260.00</u>
12. Shrub Pruning, Hedge Trimming & Planter Maintenance			
a. shrub & hedge trimming	<u>6</u>	<u>100.00</u>	<u>600.00</u>
b. planter maintenance (includes banks, medians, etc.)	<u>26</u>	<u>25.00</u>	<u>650.00</u>
13. Annual Beds			
a. installation/replacement	<u>NA</u>	<u></u>	<u></u>
b. bed maintenance	<u>NA</u>	<u></u>	<u></u>
c. cultivation	<u>NA</u>	<u></u>	<u></u>
14. Weed Removal			
<i>Inspect and remove by hand</i>			
a. groundcover	<u>26</u>	<u>20.00</u>	<u>520.00</u>
b. planters	<u>26</u>	<u>20.00</u>	<u>520.00</u>
c. shrub beds and hedge rows	<u>26</u>	<u>20.00</u>	<u>520.00</u>
d. bare areas	<u>NA</u>	<u></u>	<u></u>
e. rip-rap (rock seawalls)	<u>12</u>	<u>50.00</u>	<u>600.00</u>

BID SECTION

H - SOUTH SHORE LAUNCH RAMP

BASE TASKS

TASK	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14. Weed Removal (Cont.)			
<i>Chemical treatments (as needed)</i>			
f. annual beds	NA		
g. groundcover	6	25.00	150.00
h. planters	6	25.00	150.00
i. shrub beds and hedge rows	6	25.00	150.00
j. bare areas	NA		
k. hardscape areas	12	25.00	300.00
l. decomposed granite areas	NA		
m. roadways & parking lots	12	25.00	300.00
n. rip-rap (rock seawalls)	6	50.00	300.00
15. Beach Garden			
a. beach cleaning	NA		
b. deep cushioning operation	NA		
c. maintain indigenous plant palate	NA		
16. Irrigation System Management			
a. adjust automatic irrigation system	26	25.00	650.00
b. controller cycling & system operational inspections	26	50.00	1,300.00
Approx. no. stations: 18			
c. manual valve system operational surveys	NA		
Approx. no. manual valves: NA			
d. hand watering shrubs	NA		
e. operation by manual valves	NA		
f. adjust arcs and clean nozzles of sprinkler heads with 3/4" or larger inlets	26	50.00	1,300.00
g. adjust drip irrigation lines for optimal irrigation	NA		

BID SECTION

H - SOUTH SHORE LAUNCH RAMP

BASE TASKS

TASK	FREQUENCY X	COST PER FREQUENCY X	ANNUAL COST
16. Irrigation System Management (Cont.)			
h. clear screens of quick coupling valves, check valves, & sprinkler inlets/screens	NA		
i. replace all PVC nipples and connectors (including plugs) from laterals to heads due to normal wear and damage (except third party)	NA		
17. Picnic Areas			
clean & disinfect picnic tables	182	20.00	3,640.00
18. Appurtenances			
a. handrails	NA		
b. benches & seating areas	26	10.00	260.00
c. light standards & bollard lights	NA		
d. flag/banner poles & signage	NA		
e. kiosks and display cases	NA		
f. transformers and enclosures	NA		
g. other appurtenances	NA		
19. Drinking Fountains			
a. completion of inspection procedures & forms	52	2.00	104.00
clean & disinfect drinking fountains	365	2.00	730.00
20. Integrated Pest Management			
a. completion of inspection procedures & forms	12	25.00	300.00
b. pest & rodent eradication	4	100.00	400.00
c. backfill, compact, rake & level excavated materials	26	10.00	260.00
21. Spot Cleaning			
a. litter removal, washing, picnic areas, appurtenances	NA		

BID SECTION

H - SOUTH SHORE LAUNCH RAMP

BASE TASKS

TASK	FREQUENCY	X	COST PER FREQUENCY	X	ANNUAL COST
22. Sand/Surfaced Play Areas					
a. inspection, reporting & isolation procedures	NA				
b. clean, level, surface cushion & material relocation	NA				
c. walks, approaches, and bench cleaning	NA				
d. deep cushioning operation	NA				
e. litter & debris removal	NA				

TOTAL BID: ALL BASE TASKS

\$ 30,315.00

Note: A minimum sum of \$100 will be deducted for each instance where a task (i.e., bid item) is deficiently performed, incompletely performed, or not performed at the appropriate time. This applies to all bid items, even if the bid cost for a task is \$0.00. (See Page 19.)

BID SECTION

I - QUEEN MARY EVENTS PARK (optional)

BASE TASKS

TASK	FREQUENCY X	COST PER FREQUENCY X	ANNUAL COST
1. Clearance Tree Pruning & Tree Support			
a. inspection of trees	<u>26</u>	<u>10.00</u>	<u>260.00</u>
b. park areas and roadways as needed or a minimum of 4 times per year	<u>4</u>	<u>5.00</u>	<u>20.00</u>
c. signage clearance as needed or a minimum of 4 times per year	<u>4</u>	<u>5.00</u>	<u>20.00</u>
d. tree supports as needed or a minimum of 4 times per year	<u>4</u>	<u>5.00</u>	<u>20.00</u>
2. Mowing turf: 3.0 acres	<u>39</u>	<u>25.00</u>	<u>975.00</u>
3. Aerification			
a. deep core & top dress	<u>6</u>	<u>200.00</u>	<u>1,200.00</u>
b. shatter	<u>6</u>	<u>100.00</u>	<u>600.00</u>
4. Fertilization (Surface Application)			
a. turf	<u>12</u>	<u>100.00</u>	<u>1,200.00</u>
b. beds	<u>4</u>	<u>10.00</u>	<u>40.00</u>
c. trees	<u>2</u>	<u>10.00</u>	<u>20.00</u>
5. Raking			
a. turf under trees	<u>NA</u>	<u></u>	<u></u>
b. shrub beds & hedge rows	<u>26</u>	<u>10.00</u>	<u>260.00</u>
c. groundcover & planters	<u>26</u>	<u>10.00</u>	<u>260.00</u>
d. decomposed granite areas & bare areas	<u>NA</u>	<u></u>	<u></u>
6. Trash Containers & Refuse Disposal replaced, lids secured, and refuse disposed off-site	<u>365</u>	<u>10.00</u>	<u>3,650.00</u>
7. Litter & Debris Removal	<u>365</u>	<u>10.00</u>	<u>3,650.00</u>

BID SECTION

I - QUEEN MARY EVENTS PARK (optional)

8. Sweeping

a. street sidewalks	<u>39</u>	<u>5.00</u>	<u>195.00</u>
b. walkways	<u>39</u>	<u>5.00</u>	<u>195.00</u>
c. boardwalks	<u>NA</u>	<u></u>	<u></u>
d. fishing piers & bridges Not including Pine Avenue Pier	<u>NA</u>	<u></u>	<u></u>
e. stairways	<u>NA</u>	<u></u>	<u></u>
f. drinking fountain pads	<u>NA</u>	<u></u>	<u></u>
g. inaccessible plots & roadways	<u>NA</u>	<u></u>	<u></u>
h. bike paths	<u>NA</u>	<u></u>	<u></u>
i. quads & esplanades	<u>NA</u>	<u></u>	<u></u>
j. dance areas/amphitheater	<u>NA</u>	<u></u>	<u></u>
k. Promenade	<u>NA</u>	<u></u>	<u></u>
l. Pine Avenue Pier	<u>NA</u>	<u></u>	<u></u>

9. Washing & Steam Cleaning

Washing

a. street sidewalks	<u>52</u>	<u>10.00</u>	<u>520.00</u>
b. walkways	<u>52</u>	<u>10.00</u>	<u>520.00</u>
c. boardwalks	<u>NA</u>	<u></u>	<u></u>
d. fishing piers & bridges Not including Pine Avenue Pier	<u>NA</u>	<u></u>	<u></u>
e. stairways	<u>NA</u>	<u></u>	<u></u>
f. drinking fountain pads	<u>NA</u>	<u></u>	<u></u>
g. picnic table pads	<u>NA</u>	<u></u>	<u></u>
h. bike paths	<u>NA</u>	<u></u>	<u></u>
i. quads & esplanades	<u>NA</u>	<u></u>	<u></u>
j. dance areas/amphitheater	<u>NA</u>	<u></u>	<u></u>
k. Promenade	<u>NA</u>	<u></u>	<u></u>
l. Pine Avenue Pier	<u>NA</u>	<u></u>	<u></u>

BID SECTION

I - QUEEN MARY EVENTS PARK (optional)

9. Washing & Steam Cleaning (Cont.)

Steam Cleaning

m. street sidewalks	<u>12</u>	<u>10.00</u>	<u>120.00</u>
n. walkways	<u>12</u>	<u>10.00</u>	<u>120.00</u>
o. boardwalks	<u>NA</u>	<u></u>	<u></u>
p. fishing piers & bridges Not including Pine Avenue Pier	<u>NA</u>	<u></u>	<u></u>
q. stairways	<u>NA</u>	<u></u>	<u></u>
r. drinking fountain pads	<u>NA</u>	<u></u>	<u></u>
s. picnic table pads	<u>NA</u>	<u></u>	<u></u>
t. bike paths	<u>NA</u>	<u></u>	<u></u>
u. quads & esplanades	<u>NA</u>	<u></u>	<u></u>
v. dance areas/amphitheater	<u>NA</u>	<u></u>	<u></u>
w. Promenade	<u>NA</u>	<u></u>	<u></u>
x. Pine Avenue Pier	<u>NA</u>	<u></u>	<u></u>

10. Edging

a. turf	<u>39</u>	<u>10.00</u>	<u>390.00</u>
b. planters & walkways	<u>26</u>	<u>10.00</u>	<u>260.00</u>

11. Detailing

a. turf	<u>12</u>	<u>20.00</u>	<u>240.00</u>
b. planters	<u>26</u>	<u>10.00</u>	<u>260.00</u>

12. Shrub Pruning, Hedge Trimming & Planter Maintenance

a. shrub & hedge trimming	<u>6</u>	<u>10.00</u>	<u>60.00</u>
b. planter maintenance (includes banks, medians, etc.)	<u>26</u>	<u>10.00</u>	<u>260.00</u>

BID SECTION

I - QUEEN MARY EVENTS PARK (optional)

13. Annual Beds

a. installation/replacement	NA		
b. bed maintenance	NA		
c. cultivation	NA		

14. Weed Removal

Inspect and remove by hand

a. groundcover	26	5.00	130.00
b. planters	26	5.00	130.00
c. shrub beds and hedge rows	26	5.00	130.00
d. bare areas	26	5.00	130.00
e. rip-rap (rock seawalls)	12	25.00	300.00

Chemical treatments (as needed)

f. annual beds	6	10.00	60.00
g. groundcover	6	5.00	30.00
h. planters	6	5.00	30.00
i. shrub beds and hedge rows	6	5.00	30.00
j. bare areas	12	10.00	120.00
k. hardscape areas	12	10.00	120.00
l. decomposed granite areas	NA		
m. roadways & parking lots	12	10.00	120.00
n. rip-rap (rock seawalls)	12	10.00	120.00

15. Beach Garden

a. beach cleaning	NA		
b. deep cushioning operation	NA		
c. maintain indigenous plant palate	NA		

BID SECTION

I - QUEEN MARY EVENTS PARK (optional)

16. Irrigation System Management

a. adjust automatic irrigation system	<u>26</u>	<u>25.00</u>	<u>650.00</u>
b. controller cycling & system operational inspections	<u>26</u>	<u>25.00</u>	<u>650.00</u>
Approx. no. stations: 89			
c. manual valve system operational surveys	<u>NA</u>	<u></u>	<u></u>
Approx. no. manual valves: NA			
d. hand watering shrubs	<u>NA</u>	<u></u>	<u></u>
e. operation by manual valves	<u>NA</u>	<u></u>	<u></u>
f. adjust arcs and clean nozzles of sprinkler heads with 3/4" or larger inlets	<u>26</u>	<u>50.00</u>	<u>1,300.00</u>
g. adjust drip irrigation lines for optimal irrigation	<u>NA</u>	<u></u>	<u></u>
h. clear screens of quick coupling valves, check valves, & sprinkler inlets/screens	<u>NA</u>	<u></u>	<u></u>
i. replace all PVC nipples and connectors (including plugs) from laterals to heads due to normal wear and damage (except third party)	<u>NA</u>	<u></u>	<u></u>

17. Picnic Areas

clean & disinfect picnic tables	<u>NA</u>	<u></u>	<u></u>
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18. Appurtenances

a. handrails	<u>NA</u>	<u></u>	<u></u>
b. benches & seating areas	<u>NA</u>	<u></u>	<u></u>
c. light standards & bollard lights	<u>52</u>	<u>2.00</u>	<u>104.00</u>
d. flag/banner poles & signage	<u>52</u>	<u>2.00</u>	<u>104.00</u>
e. kiosks and display cases	<u>NA</u>	<u></u>	<u></u>
f. transformers and enclosures	<u>52</u>	<u>2.00</u>	<u>104.00</u>
g. other appurtenances	<u>52</u>	<u>2.00</u>	<u>104.00</u>
h. Promenade elevator	<u>NA</u>	<u></u>	<u></u>

BID SECTION

I - QUEEN MARY EVENTS PARK (optional)

19. Drinking Fountains

a. completion of inspection procedures & forms	<u>52</u>	<u>2.00</u>	<u>104.00</u>
b. clean & disinfect drinking fountains	<u>365</u>	<u>1.00</u>	<u>365.00</u>

20. Integrated Pest Management

a. completion of inspection procedures & forms	<u>12</u>	<u>25.00</u>	<u>300.00</u>
b. pest & rodent eradication	<u>4</u>	<u>50.00</u>	<u>200.00</u>
c. backfill, compact, rake & level excavated materials	<u>26</u>	<u>5.00</u>	<u>130.00</u>

21. Spot Cleaning

litter removal, washing, picnic areas, appurtenances	<u>NA</u>	<u></u>	<u></u>
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22. Sand/Surfaced Play Areas

a. inspection, reporting & isolation procedures	<u>NA</u>	<u></u>	<u></u>
b. clean, level, surface cushion & material relocation*	<u>NA</u>	<u></u>	<u></u>
c. walks, approaches, and bench cleaning*	<u>NA</u>	<u></u>	<u></u>
d. deep cushioning operation*	<u>NA</u>	<u></u>	<u></u>
e. litter & debris removal*	<u>NA</u>	<u></u>	<u></u>

*Covered under "Beach Garden."

TOTAL BID: ALL BASE TASKS \$ 20,880.00

Note: A minimum sum of \$100 will be deducted for each instance where a task (i.e., bid item) is deficiently performed, incompletely performed, or not performed at the appropriate time. This applies to all bid items, even if the bid cost for a task is \$0.00. (See Page 19.)

BID SECTION

J - SPECIALTY FUNCTIONS

The following costs shall include labor, equipment, and overhead/profit (not to exceed 15%) to perform the functions. In addition to the prices below, the Contractor shall be compensated for the wholesale cost of materials, applicable taxes, and delivery charges in addition to the cost bid below:

1. Rodent Control

Treatment period is considered as ten (10) days from the completion of the last burrow treatment and cost includes materials and compliance with the description stated herein.

\$ 45.00 cost per hour

2. Treatment/control of diseases and insects, etc.

a. Diseases of turf and ground cover:

\$ 25.00 first 1,000 sq. ft.

\$ 25.00 each additional 1,000 sq. ft.

b. Diseases/infestations of trees:

Small \$ 50.00 first tree

\$ 50.00 each additional tree

Medium \$ 50.00 first tree

\$ 50.00 each additional tree

Large \$ 75.00 first tree

\$ 75.00 each additional tree

c. Diseases/infestations of shrubs:

\$ 5.00 first shrub

\$ 5.00 each additional shrub

d. Growth retardant treatment of:

Turf \$ 250.00 first acre

\$ 250.00 each additional acre

Hedges \$ 20.00 first 100 ft.

\$ 20.00 each additional 100 ft.

Shrubs \$ 5.00 first shrub

\$ 5.00 each additional shrub

e. Fruit set control program of trees

\$ 25.00 first tree

\$ 25.00 each additional tree

3. Fertilization, Inoculation, Etc.

a. Non-turf fertilization, adjuvant application, soil bacteria inoculation/injection or remineralization.

\$ 20.00 first 1,000 sq. ft.

\$ 20.00 each additional 1,000 sq. ft.

b. turf fertilization, adjuvant application, soil bacteria inoculation/injection or remineralization.

\$ 350.00 first acre

\$ 350.00 each additional acre

4. Verticut Mowing

\$ 450.00 first acre

\$ 450.00 each additional acre

BID SECTION

J - SPECIALTY FUNCTIONS

5. Tree Trimming/Management

a. Drop crotch trimming and thinning:

Small	<u>\$ 30.00</u>	first tree	<u>\$ 30.00</u>	each additional tree
Medium	<u>\$ 65.00</u>	first tree	<u>\$ 65.00</u>	each additional tree
Large	<u>\$ 250.00</u>	first tree	<u>\$ 250.00</u>	each additional tree

b. Removal - including stump grinding:

Small	<u>\$ 50.00</u>	first tree	<u>\$ 50.00</u>	each additional tree
Medium	<u>\$ 200.00</u>	first tree	<u>\$ 200.00</u>	each additional tree
Large	<u>\$ 500.00</u>	first tree	<u>\$ 500.00</u>	each additional tree

c. Hangers or limb removal

<u>\$ 100.00</u>	first tree	<u>\$ 100.00</u>	each additional tree
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d. Tree staking

<u>\$ 20.00</u>	first tree	<u>\$ 20.00</u>	each additional tree
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6. Aerification - Turf

<u>\$ 200.00</u>	first acre	<u>\$ 200.00</u>	each additional acre
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7. Cultivation

a. Cultivating	<u>\$ 25.00</u>	first 1,000 sq. ft.	<u>\$ 25.00</u>	each additional 1,000 sq. ft.
b. Vertical mulching	<u>\$ 200.00</u>	first hole	<u>\$ 200.00</u>	each additional hole

8. Installation of Plant Materials/Plantings

For purposes of this bid, please assume that the 1,000 sq. ft. is to be planted with ground cover plants, two feet on center.

<u>\$ 800.00</u>	first 1,000 sq. ft.	<u>\$ 800.00</u>	each additional 1,000 sq. ft.
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9. Turf Renovation

<u>\$ 750.00</u>	first acre	<u>\$ 750.00</u>	each additional acre
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10. Turf Overseeding

<u>\$ 20.00</u>	first 1,000 sq. ft.	<u>\$ 20.00</u>	each additional 1,000 sq. ft.
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11. Repair/Replacement of Quick Couplers

a. Repair	<u>\$ 35.00</u>	cost per unit
b. Replace with new unit	<u>\$ 100.00</u>	cost per unit
c. Replace with City Unit	<u>\$ 35.00</u>	cost per unit

BID SECTION

J - SPECIALTY FUNCTIONS

12. Decomposed Granite

\$ 1.00 first sq. ft.

\$ 1.00 each additional sq. ft.

13. Additional Miscellaneous Work

a. General Labor (unskilled)	<u>\$ 22.00</u>	cost per hour
b. General Labor (skilled)	<u>\$ 25.00</u>	cost per hour
c. General Labor (after business hours or emergency work)	<u>\$ 37.50</u>	cost per hour
d. Minimum Service: eighty (80) hours per week	<u>\$ 2,000.00</u>	cost for 80 hrs/wk
e. Medium Service: one hundred (100) hours per week	<u>\$ 2,750.00</u>	cost for 100 hrs/wk
f. Maximum Service: one hundred twenty hours per week	<u>\$ 3,500.00</u>	cost for 120 hrs/wk
g. Irrigation Repair Specialist	<u>\$ 35.00</u>	cost per hour
h. Certified Pesticide Applicator	<u>\$ 45.00</u>	cost per hour

14. Overhead Cost for Materials

This overhead cost for materials (not to exceed 15%) shall be applied to all materials required to perform Specialty Functions.

15 %

BID SECTION

SUMMARY OF ADOPTED ITEMS

QUEENSWAY BAY LANDSCAPE AND MAINTENANCE, PA-01107

TOTAL ANNUAL CHARGE

PART A:

RAINBOW HARBOR, GROUNDS \$ 105,948.00

PART B:

RAINBOW HARBOR, ESPLANADES \$ 72,169.00

PART C:

RAINBOW LAGOON \$ 61,157.00

PART D:

AQUARIUM OF THE PACIFIC \$ 14,760.00

PART E:

SHORELINE MARINA \$ 85,920.00

PART F:

GOLDEN SHORE \$ 12,599.00

PART G:

STREET LANDSCAPING \$ 53,226.00

PART H:

SOUTH SHORE LAUNCH RAMP \$ 30,315.00

GRAND TOTAL: \$ 436,094.00

CONTRACTOR: Azteca Landscape

ADDRESS: 1027 E. Acacia Street, Ontario, CA 91761

PHONE: (800) 794-0068 or (909) 673-0889

CONTACT: Nick Alvarado

TAX I.D. [REDACTED]

CONTACT INFORMATION

PRIMARY CONTACT

NAME: Nick Alvarado

TITLE: Sales Manager

ADDRESS: 1027 E Acacia Street

Ontario, CA 91761

OFFICE PHONE: (800) 794-0063

FAX: (909) 673-9192

CELL: (951) 903-3976

EMAIL: nick@aztecalandscape.com

SECONDARY CONTACT

NAME: Rosa M Lopez

TITLE: VP/CFO

ADDRESS: 1027 E Acacia Street

Ontario, CA 91761

OFFICE PHONE: (800) 794-0063

FAX: (909) 673-9192

CELL: (951) 294-1271

EMAIL: rosa@aztecalandscape.com

EMERGENCY CONTACT (24/7)

NAME: Nick Alvarado

TITLE: Sales Manager

CELL: (951) 903-3976

Queensway Bay Landscaping Services Checklist

Bid Closing 12/28/06

1. Contract Signatures: President, Vice President, Secretary, Treasurer	Confirmed
2. Bid Bond or Cashier's check	Bid Bond Enclosed
3. General Business Statement	Enclosed
4. Financial Statement	Enclosed
5. Credit References	Enclosed
6. Client References	Enclosed
7. Work History – contracts canceled or not renewed	Enclosed
8. Proof of Insurability	Enclosed
9. Number of F/T, P/T employees & subs	Information included in the General Business Statement
10. Emergency Contact	Information included on Contact Information form
11. C27 Landscaping Contractor License	Enclosed
12. Pest Control Business License	Enclosed
13. Pest Control Advisor License D & E	Enclosed
14. Qualified Applicator's License: A, B, C, D & F	Enclosed
15. L.A. Cty Agricultural Commissioner's Registration Permit	Enclosed

Please be sure to provide copies of all licenses and permits. All pages of the contract must be submitted.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

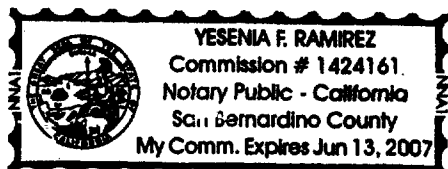
State of California

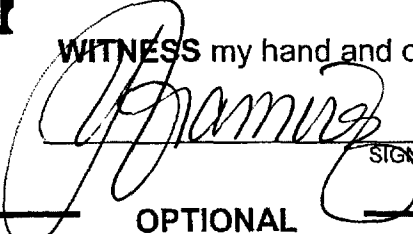
County of San Bernardino

On December 26, 2006 Before me, Yesenia F Ramirez, Notary Public
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared Aurora Farias
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

SIGNATURE OF NOTARY
OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
President
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

Bidder's Bond
TITLE OR TYPE OF DOCUMENT

4
NUMBER OF PAGES

DATE OF DOCUMENT

Debbie L Welsh
SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):
Azteca Landscape

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

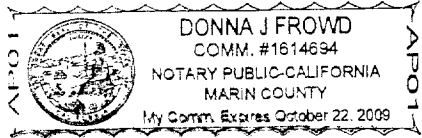
State of California

County of Marin

On December 20, 2006 Before me, Donna J. Frowd, Notary Public
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared Debbie L. Welsh
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Donna J. Frowd
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

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 - LIMITED
 - GENERAL
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- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

SIGNER(S) OTHER THAN NAMED ABOVE

WESTERN INSURANCE COMPANY
POWER OF ATTORNEY

305606

KNOW ALL MEN BY THESE PRESENTS: That WESTERN INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Nevada and having its principal office at the City of Reno, in the State of Nevada, does hereby constitute and appoint

Michael B. McGowan, Donna L. Welsh, Debbie L. Welsh, Michelle Sweeney,
Susan J. McGowan, Donna J. Frowd, William P. McGowan

Of the STATE OF NEVADA its 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 to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its 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, the said WESTERN INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary, this 19th day of June, 2006.

WESTERN INSURANCE COMPANY



(Signed) By [Signature] President

(Signed) By [Signature] Secretary

STATE OF NEVADA)

SS:

COUNTY OF WASHOE)

On this 19th day of June, 2006, before me personally came DICK L. ROTTMAN, PRESIDENT of the WESTERN INSURANCE COMPANY and CAROL B. INGALLS, SECRETARY of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said DICK L. ROTTMAN and CAROL B. INGALLS were respectively the PRESIDENT and the SECRETARY of the said WESTERN INSURANCE COMPANY, the corporation described in which executed the foregoing Power of Attorney, that they each know the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as PRESIDENT and SECRETARY, respectively, of the Company.

My Commission expires the 10th day in July, 2009.



(Signed) [Signature]
Clovia L. Lehto Notary Public

This Power of Attorney is granted, made and by authority of the following Resolutions adopted by the Board of Directors of the WESTERN INSURANCE COMPANY on June 19, 2006.

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by person or entities appointed as Attorney(s)-in-Fact pursuant to a Power or Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or a Vice President, jointly with the Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, CAROL B. INGALLS, Secretary of the WESTERN INSURANCE COMPANY, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on June 19, 2006 and that this Resolution is in full force and effect.

I, the undersigned Secretary of the WESTERN INSURANCE COMPANY do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the WESTERN INSURANCE COMPANY on this 20th day of December, 2006.



[Signature]
Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

Western Insurance Company

of Reno, Nevada, organized under the laws of Nevada, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, *effective as of the 20th day of September, 2002,*

I have hereunto set my hand and caused my official seal to be affixed this 20th day of September, 2002.

Fee \$3116.00

Harry W. Low
Insurance Commissioner

Rec. No.

Filed 3/25/02

By

Victoria S. Sidbury
for Steven Greeny
Deputy Insurance Commissioner

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused my official seal to be affixed this 14th day of November, 2005 .*

John Garamendi
Insurance Commissioner

By *Pauline D'Andrea*
Pauline D'Andrea

AZTECA LANDSCAPE

General Business Statement

On September 1975, Mr. Raul Farias and Mr. Jose Alfaro established their landscaping business, J & R Landscape Maintenance Co., Inc., primarily catering to residential customers; they soon became involved in servicing municipalities. Since 1980, their primary customers have been cities in the Los Angeles, Orange, Riverside, San Bernardino, and San Diego Counties. In 1991, the two owners divided the corporation into two separate and independent corporate entities. On May 20, 1994, J & R Landscape Maintenance Co., Inc. initiated a corporate name change to Azteca Landscape, a California Corporation.

Azteca Landscape has continued to provide service to the Los Angeles, San Bernardino, Riverside and Orange County municipalities and has obtained several County contracts. Through dependability and hard work, Azteca Landscape has maintained long-term relationships and satisfied customers for over fifteen years; for example, the City of West Covina and the City of Whittier. Attached is a list of current contracts indicating amounts and terms.

Our main office is located at 1027 East Acacia Street in the City of Ontario. We currently have 164 employees.

Regarding an on-site supervisor, Gonzalo Farias has been with our company for a total of 14 years. During that time he has worked as an irrigation technician, crew leader, and supervisory positions. He was the on-site supervisor in the City of Whittier for 8 years and is currently supervising our plant installation crew. With all his experience and attention to detail, we feel that he would be the ideal candidate for this project.

**Azteca Landscape
Current Jobs
2006**

Job No.	Customer	Description	Start Date	End Date	Term	Contract Amt
1084-04	City of Whittier	Parking Lots/Galleries	7/1/2006	6/30/2007	3yrs w/5-1yr opt	\$ 12,934.08
1085-04	City of Whittier	Uptown District	7/1/2005	6/30/2007	3yrs w/5-1yr opt	\$ 32,562.84
1086-04	City of Whittier	Medians & Turf	7/1/2006	6/30/2007	3yrs w/5-1yr opt	\$ 129,400.20
1087-04	City of Whittier	Streetends	7/1/2005	6/30/2007	3yrs w/5-1yr opt	\$ 1,313.76
1066-07	County of Los Angeles	East County Medians	8/20/2002	8/19/2007	1 yr w/4-1yr opt	\$ 29,235.96
1069-08	West Covina	L. M. of MD 1&2-98 Woodside Village 1 & 2	11/3/2001	11/2/2007	5 years	\$ 72,468.00
1070-08	West Covina	L. M. of MD 4-97 Woodside Village District 4	11/3/2002	11/2/2007	5 years	\$ 227,903.76
1100-09	City of Pico Rivera	Park Landscaping Maintenance Services	7/26/2004	7/25/2007	3 years/5 yr opt	\$ 53,461.68
1101-09	City of Rialto	Park Mowing Services	8/1/2004	7/31/2006	2 yr	\$ 78,090.36
1123-09	County of Los Angeles	Mowing Services for Whittier Narrows Recreation Area	12/4/2006	12/1/2008	2 yr w/3-1 yr opt	\$ 210,999.96
1080-12	Long Beach Fire Dept.	L. M. @ 2990 Redondo Ave., Long Beach, CA	7/15/2003	9/30/2005	Month to Month	\$ 8,400.00
1093-12	City of Long Beach	Northwest Parks 1P	7/22/2004	7/22/2007	1yr w/3-1yr opt	\$ 305,831.40
1094-12	City of Long Beach	Southwest Parks 3P	"	"	"	\$ 460,608.96
1095-12	City of Long Beach	Southeast Parks 4P	"	"	"	\$ 388,662.48
1097-12	City of Long Beach	Tidelands Parks 6P	"	"	"	\$ 182,106.72
1110-12	City of Long Beach	Rancho Los Cerritos Historic Site	"	"	"	
1118-13	City of Bell	Landscape Maintenance of Medians and Slopes	4/1/2006	3/31/2007	Month to Month	\$ 61,200.00
1010-14	City of La Habra Heights	Landscape Maintenance of the Park	4/28/1997	6/30/2007	Month to Month	\$ 34,200.00
1011-14	Walnut Valley Water Dist.	L. M. of Walnut Valley Water District, Walnut, CA	1/1/2004	12/31/2009	5 years	\$ 141,900.00
1096-15	City of Long Beach	El Dorado & Vicinity Parks 5P	7/22/2004	7/22/2007	1yr w/3-1yr opt	\$ 624,084.60
1107-15	City of Long Beach	Street Landscape Maintenance - Areas 2S and 5S, 3S	9/1/2005	9/1/2007	1yr w/2-1yr opt	\$ 199,463.40
1103-16	City of Riverside	Landscape Maintenance Services Mission Grove/Canyon Crest - Area 3	1/1/2005	6/30/2008	3 yrs 6 mnths	\$ 391,685.64
1104-16	City of Riverside	Landscape Maintenance Services Victoria Avenue - Area 4	1/1/2005	6/30/2008	3 yrs 6 mnths	\$ 288,905.88
1119-16	City of Riverside	Landscape Maintenance of Various Neighborhood Parks	5/1/2006	12/31/2007	Plus 3 - 1 yr opt	\$ 436,700.00
1060-20	City of Orange	Water Division Landscape Maintenance Services	7/1/2002	6/30/2007	1yr w/4-1yr opt	\$ 71,826.72
1114-20	City of Anaheim	Landscape Services Police Headquarters	4/1/2006	3/31/2008	2 yr w/3-1 yr opt	\$ 15,792.00
1114-20	City of Anaheim	Landscape Services Substation	4/1/2006	3/31/2008	2yrs w/3-1yr opt	\$ 12,624.00
1083-21	City of Thousand Oaks	Landscape Maintenance Services 2002/2003-36 Cont-6207-2003	9/1/2003	6/30/2008	9 months w/2-1yr opt	\$ 913,275.24
						\$ 6,440,893.52

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AZTECA LANDSCAPE
FINANCIAL STATEMENTS
DECEMBER 31, 2005

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FARIS FINANCIAL GROUP

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March 13, 2006

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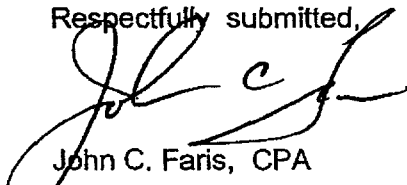
In accordance with your request, we have reviewed the books and records of Azteca Landscape, a California corporation, and prepared from them the following exhibits in accordance with standards established by the American Institute of Certified Public Accountants. All information included in the following exhibits are representations by management:

Exhibit "A"	Statement of Financial Position as of December 31, 2005
Page 1	Assets
Page 2	Liabilities and Stockholders' Equity
Exhibit "B"	
Page 1	Statement of Operations for the twelve months ended December 31, 2005
Page 2	Operating Expenses
Exhibit "C"	Statement of Cash Flow for the twelve months ended December 31, 2005
Exhibit "D"	Work In Progress worksheet

Our review consisted principally of inquiries of company personnel and analytical procedures applied to financial data. It is substantially less in scope than an examination in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statement taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

Respectfully submitted,



John C. Faris, CPA

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**STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2005**

ASSETS

Current Assets

Cash in bank	\$ 188,534	
Cash in savings	21,564	
Accounts receivable	1,039,692	
Supplies	<u>4,908</u>	
Total Current Assets		\$ 1,254,698

Property And Equipment

	<u>COST</u>	<u>ACCUMULATED DEPRECIATION</u>	
Equipment	\$ 516,014	\$ 392,904	
Furniture & Office equipment	91,582	54,976	
Autos & trucks	1,023,997	801,426	
Leasehold Improvements	<u>29,790</u>	<u>8,539</u>	
Net Book Value	<u>\$ 1,661,383</u>	<u>\$ 1,257,845</u>	403,538

Other Assets

Prepaid bonds	23,669	
Employee advances	2,550	
Security deposits	46,700	
Prepaid insurance	95,985	
Prepaid taxes	<u>800</u>	
Total Other Assets		<u>169,704</u>

TOTAL ASSETS

\$ 1,827,940

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**STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2005**

LIABILITIES & EQUITY

Current Liabilities

Accounts payable and accrued expenses	\$ 194,086	
Current portion of contracts payable	103,905	
Federal & state income tax liab.	25,026	
Loans from shareholders	<u>82,850</u>	
Total Current Liabilities		\$ 405,867

Long-Term Liabilities

Contracts payable	198,997	
Current portion of contracts payable	(103,905)	
Deferred federal and state taxes (est.)	<u>399,753</u>	
Total Long-Term Liabilities		<u>494,845</u>

Total Liabilities

\$ 900,712

Stockholders' Equity

Capital stock		7,500
Retained earnings - January 1, 2005	617,109	
Deferred fed. Tax liability - beginning	199,600	
Deferred federal and state taxes (est.)	(399,753)	
Net income	<u>502,772</u>	
Retained earnings - December 31, 2005		<u>919,728</u>

Total Stockholders' Equity

927,228

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY

\$ 1,827,940

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The accompanying notes are an integral part of this exhibit.

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**STATEMENT OF FINANCIAL POSITION
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2005**

Income

Contract income	\$ 6,876,799	99.9
Interest income	187	-
Gain on sale of equipment	<u>5,564</u>	0.1
Total Gross Income	6,882,550	100.0

Cost of Sales

Bonds and permits	72,778	1.1
Salaries and wages	2,992,655	43.5
Materials	361,434	5.3
Equipment rentals	6,721	0.1
Outside services	26,018	0.4
Repairs and maintenance	179,166	2.6
Dump fees	72,646	1.1
Uniform and laundry	21,730	0.3
Small tools	30,441	0.4
Equipment fuel	<u>127,314</u>	1.8
Total Cost of Sales	<u>3,890,903</u>	56.5

Gross Profit 2,991,647 43.5

Operating Expenses 2,463,849 35.7

**Net Income before Provision for
Federal and State Income Tax** 527,798 7.8

Provisions 25,026 0.4

**Net Income after Provision for
Federal and State Income Tax** \$ 502,772 7.4

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The accompanying financial statements and notes are an integral part of this exhibit.

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**STATEMENT OF OPERATIONS
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2005**

Operating Expenses

Auto and truck expenses	\$ 315,600	4.6
Dues and subscriptions	3,739	0.1
Insurance	733,225	10.6
Interest	25,804	0.3
Office expenses	65,672	0.9
Payroll - Office & support	394,112	5.7
Payroll - Officers	218,446	3.3
Rent	126,206	1.8
Taxes - payroll	331,133	4.8
Taxes and licenses	13,110	0.2
Telephone and communications	48,510	0.7
Travel and promotion	12,088	0.2
Utilities	8,042	0.1
Depreciation	147,040	2.1
Training	1,560	-
Repairs & Maintenance	19,562	0.3
<u>Total Operating Expenses</u>	<u>\$ 2,463,849</u>	35.7

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The accompanying financial statements and notes are an integral part of this exhibit.

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STATEMENT OF CASH FLOW
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2005

<u>Cash Flow From Operating Activities</u>	
Net Income	\$ 502,772
Depreciation	147,040
Decrease in savings	236,514
Increase in accounts receivable	(177,657)
Increase in prepaid taxes	(800)
Decrease in employee notes receivable and advances	2,225
Increase in prepaid expenses & deposits	(40,476)
Decrease in account payable	(44,551)
Increase in tax liability	24,226
Decrease in loan from shareholders	<u>(28,000)</u>
Total Cash Increase From Operations	621,293
<u>Cash Flows From Investing Activities</u>	(204,217)
<u>Cash Flows From Financing Activities</u>	
Decrease in contracts payable	(71,803)
Decrease in line of credit	<u>(175,000)</u>
<u>Net Increase in Cash</u>	170,273
Beginning Cash, January 1, 2004	<u>18,261</u>
Cash Balance December 31, 2004	<u><u>\$ 188,534</u></u>

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The accompanying financial statements and notes are an integral part of this exhibit.

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**NOTES TO ACCOMPANY FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2005**

Note 1 The significant accounting policies followed in preparation of the accompanying financial statements are summarized below. These policies conform to generally accepted accounting principles and have been consistently applied. Books and records are maintained on an accrual basis. Federal corporation income tax and California franchise tax returns are prepared on the cash basis.

Bad debt expense — Accounts receivable are reduced for bad debts on an accrual basis, with the reduction directly charged as a bad debt expense.

Property and equipment are stated at cost. Depreciation for financial reporting and as reported on federal corporation tax returns is computed using the federal depreciation guidelines in effect for the year the assets were placed in service. Depreciation for California franchise tax return purposed is adjusted to reflect the applicable rates and lives prescribed by the state for the year the assets were placed in service.

Note 2 Accounts receivable are aged as follows:

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120 Days</u>	<u>Total</u>
<u>\$ 869,122</u>	<u>\$ 87,802</u>	<u>\$ 19,136</u>	<u>\$ 52,227</u>	<u>\$ 11,405</u>	<u>\$ 1,039,692</u>

Note 3 Accounts payable are aged as follows:

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120 Days</u>	<u>Total</u>
<u>\$ 111,467</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ 111,467</u>

Note 4 Azteca Landscape is on the accrual basis for financial statement purposes, and on the cash basis for tax reporting. This necessitates an adjustment for the federal and state tax liability, the amount to be deferred due to the difference in timing or reporting of income and expenses. The current portion of federal and state tax liability is \$25,026. The deferred federal income tax liability for the deferred income has been calculated at the current levels of corporate income tax.

Note 5 Properties, Equipment and Vehicles Leased:

Properties:	Simi Valley	Leased for	\$ 2,500.00	per month, on year-to-year basis
	Mira Loma	Leased for	\$ 1,500.00	per month, on year-to-year basis
	Pomona	Leased for	\$ 2,200.00	per month, on month-to-month basis
	Costa Mesa	Leased for	\$ 800.00	per month, on month-to-month basis
	Ontario	Leased for	\$ 1,554.11	per month for 18 months

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AZTECA LANDSCAPE

**NOTES TO ACCOMPANY FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2005**

Note 5 Properties, Equipment and Vehicles Leased, continued

Vehicles

Chevrolet Silverado CC	Leased for 36 months at	\$ 632.08	per month.
Chevrolet Silverado, 2003	Leased for 48 months at	\$ 620.67	per month.
Lexus SC430, 2002	Leased for 48 months at	\$ 997.40	per month.

Equipment

Mita 6090 Copier	Leased for 60 months at	\$ 583.63	per month.
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Note 6 Reconciliation of retained earnings reported on financial statement to amount reported on cash basis tax return :

Retained earnings per financial statement	\$ 919,728
Add: Deferred taxes	399,753
Accounts payable and accrued expenses	194,086
California State Franchise tax	25,026
Less: Accounts receivable	(1,039,692)
Prepaid expenses	(61,083)
Depreciation adjustment	(147,040)
Retained earnings per tax return	<u>\$ 290,778</u>

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WORK IN PROGRESS WORKSHEET YEAR ENDED DECEMBER 31, 2005

													1/1/05 - 12/31/05		
JOB #	CUSTOMER	PROJECT NAME	TOTAL	TOTAL	ESTIMATE	ESTIMATED	ESTIMATED	% COMPLETE	PROFIT EARNED	CONTRACT BILLINGS	CHANGE		TOTAL BILLINGS	TOTAL COSTS	PROFIT (LOSS)
			CONTRACT AMOUNT	CONTRACT COSTS	TO COMPLETE	FINAL COSTS	PROFIT (LOSS)				ORDER BILLINGS	TOTAL BILLINGS			
19-04	LOS ANGELES COUNTY	ADVENTURE PARK	77,674	50,767	0	50,767	26,907	100%	26,907	71,241	0	71,241	46,314	24,927	
19-04	LOS ANGELES COUNTY	ADVENTURE PARK	79,116	3,730	41,025	44,754	34,362	8%	2,863	6,593	0	6,593	3,730	2,863	
34-04	WHITTIER	PARKING LOTS/GALLERIAS	12,572	19,219	0	19,219	-6,647	100%	-6,647	6,236	0	6,236	10,279	-4,043	
34-04	WHITTIER	PARKING LOTS/GALLERIAS	19,617	12,699	12,699	25,397	-5,780	50%	-2,890	4,667	6,682	13,149	12,699	450	
35-04	WHITTIER	UPTOWN BUSINESS DISTRICT	31,924	18,210	0	18,210	13,714	100%	13,714	15,701	280	15,981	7,176	8,805	
35-04	WHITTIER	UPTOWN BUSINESS DISTRICT	39,560	18,472	16,472	32,944	6,616	50%	3,308	16,282	6,994	23,276	16,472	6,804	
36-04	WHITTIER	MEDIANS & TURF	132,069	80,478	0	80,478	51,591	100%	51,591	62,391	5,130	67,521	45,539	21,982	
36-04	WHITTIER	MEDIANS & TURF	134,839	48,565	48,565	97,131	37,708	50%	18,854	64,700	5,441	70,141	48,565	21,576	
37-04	WHITTIER	STREETENDS	1,266	4,096	0	4,096	-2,830	100%	-2,830	633	0	633	1,945	-1,312	
37-04	WHITTIER	STREETENDS	1,311	5,124	5,124	10,248	-8,937	50%	-4,469	657	0	657	5,124	-4,467	
78-06	HELLMAN BUSINESS PARK	2125 S HELLMAN AVE	5,400	3,173	0	3,173	2,227	100%	2,227	2,700	0	2,700	1,854	846	
78-06	HELLMAN BUSINESS PARK	2125 S HELLMAN AVE	5,400	1,581	1,581	3,161	2,239	50%	1,119	2,700	0	2,700	1,581	1,119	
11-06	JW MITCHELL LLC	620 WANAMAKER RD, ONTARIO	8,547	4,163	0	4,163	4,384	100%	4,384	2,935	118	3,053	2,144	909	
22-06	RUBY MANAGEMENT	METROLINK BUSINESS CENTER	8,250	4,602	0	4,602	3,648	100%	3,648	5,250	0	5,250	3,861	1,389	
25-06	GROVE BUSINESS PARK	1408&1428 S GROVE AVE, ONTARIO	1,674	1,104	0	1,104	570	100%	570	1,674	0	1,674	1,104	570	
36-06	CHEYENNE COURT BLDG	4080 CHEYENNE CT, CHINO	1,350	1,140	0	1,140	210	100%	210	1,350	0	1,350	1,140	210	
38-06	PAL MANAGEMENT	1425&1435 S GROVE AVE, ONTARIO	3,525	1,340	0	1,340	2,185	100%	2,185	3,525	0	3,525	1,340	2,185	
37-07	WALNUT	MEDIANS	51,555	27,302	0	27,302	24,253	100%	24,253	24,585	0	24,585	11,290	13,295	
32-07	WALNUT	SENIOR CITIZENS CENTER	2,160	1,383	0	1,383	777	100%	777	1,080	0	1,080	640	440	
33-07	WALNUT	GYMNASIUM/TEEN CENTER	3,120	2,142	0	2,142	978	100%	978	1,500	0	1,500	1,079	421	
36-07	LOS ANGELES COUNTY	EAST COUNTY MEDIANS	29,236	12,885	0	12,885	16,351	100%	16,351	21,927	0	21,927	9,395	12,532	
36-07	LOS ANGELES COUNTY	EAST COUNTY MEDIANS	29,236	3,403	10,210	13,614	15,622	25%	3,906	7,309	0	7,309	3,403	3,906	
38-07	WALNUT	ZONES 1,2,3,7, & 12	104,552	55,455	0	55,455	49,097	100%	49,097	78,339	100	78,439	43,266	35,173	
11-07	WALNUT	WALNUT CITY HALL	5,550	2,165	0	2,165	3,385	100%	3,385	3,000	0	3,000	974	2,026	
19-07	ALHAMBRA	FREEWAY ON/OFF RAMP & ADJ AREAS	125,008	11,212	56,062	67,274	57,734	17%	9,622	16,668	25,000	41,668	11,212	30,456	
15-08	WEST COVINA	PLANTING WOODSIDE VILLAGE 1&2	16,450	7,916	0	7,916	8,534	100%	8,534	0	16,450	16,450	7,916	8,534	
16-08	WEST COVINA	PLANTING WOODSIDE VILLAGE 4	49,128	23,828	0	23,828	25,300	100%	25,300	0	49,128	49,128	23,828	25,300	
18-08	LOS ANGELES COUNTY	HACIENDA HEIGHTS PARKS	184,030	112,191	0	112,191	71,839	100%	71,839	168,789	0	168,789	103,564	65,225	
18-08	LOS ANGELES COUNTY	HACIENDA HEIGHTS PARKS	187,464	9,534	104,872	114,406	73,058	8%	6,088	15,622	0	15,622	9,534	6,088	
19-08	WEST COVINA	WOODSIDE VILLAGE 1&2	66,677	29,552	0	29,552	37,125	100%	37,125	54,351	248	54,599	22,816	31,783	
19-08	WEST COVINA	WOODSIDE VILLAGE 1&2	72,468	4,196	20,979	25,175	47,293	17%	7,882	12,078	0	12,078	4,196	7,882	
20-08	WEST COVINA	WOODSIDE VILLAGE 4	254,571	140,611	0	140,611	113,960	100%	113,960	184,131	29,316	213,447	122,622	90,825	
20-08	WEST COVINA	WOODSIDE VILLAGE 4	270,204	18,698	93,490	112,188	158,016	17%	26,336	44,584	2,700	47,284	18,698	28,586	
10-09	PICO RIVERA	PARK LANDSCAPING MAINT SVC	53,462	31,118	0	31,118	22,344	100%	22,344	31,186	0	31,186	17,811	13,375	
10-09	PICO RIVERA	PARK LANDSCAPING MAINT SVC	53,462	14,441	20,217	34,658	18,803	42%	7,835	22,276	0	22,276	14,441	7,835	
11-09	RIALTO	PARK MOWING SERVICES	61,295	38,128	0	38,128	23,168	100%	23,168	40,051	0	40,051	25,238	14,813	
11-09	RIALTO	PARK MOWING SERVICES	76,894	21,434	30,008	51,443	25,451	42%	10,605	32,038	0	32,038	21,434	10,604	
10-09	LOS ANGELES COUNTY	WHITTIER NARROWS PARK	183,782	79,727	0	79,727	104,055	100%	104,055	168,562	0	168,562	73,955	94,607	
10-09	LOS ANGELES COUNTY	WHITTIER NARROWS PARK	187,212	6,591	72,497	79,097	108,125	8%	9,010	15,601	0	15,601	6,591	9,010	
13-12	LONG BEACH	NORTHWEST PARKS 1P	341,347	177,685	0	177,685	163,682	100%	163,682	154,952	24,801	179,753	86,548	93,205	
13-12	LONG BEACH	NORTHWEST PARKS 1P	355,805	84,117	84,117	188,235	187,570	50%	93,785	167,874	6,279	174,153	84,117	90,036	
14-12	LONG BEACH	SOUTHWEST PARKS 3P	503,325	257,661	0	257,661	245,664	100%	245,664	219,756	31,495	251,251	130,374	120,877	
14-12	LONG BEACH	SOUTHWEST PARKS 3P	477,330	134,938	134,938	269,876	207,454	50%	103,727	230,304	16,722	247,026	134,938	112,088	
14-12	LONG BEACH	SOUTHWEST PARKS 3P	418,079	209,459	0	209,459	208,620	100%	208,620	185,431	13,593	199,024	92,063	106,961	
15-12	LONG BEACH	SOUTHWEST PARKS 4P	421,078	117,772	117,772	235,544	185,534	50%	92,767	194,331	32,416	226,747	117,772	108,975	
15-12	LONG BEACH	SOUTHWEST PARKS 4P	421,078	117,772	117,772	235,544	185,534	50%	92,767	194,331	32,416	226,747	117,772	108,975	
17-12	LONG BEACH	TIDELANDS PARKS 6P	228,032	115,213	0	115,213	112,819	100%	112,819	86,883	40,154	127,037	60,546	66,491	
17-12	LONG BEACH	TIDELANDS PARKS 6P	210,416	63,837	63,837	127,674	82,742	50%	41,371	91,053	28,307	119,360	63,837	55,523	
19-13	BELL	LANDSCAPE MAINTENANCE	87,841	50,006	0	50,006	37,835	100%	37,835	38,880	1,216	40,096	24,672	15,424	
19-13	BELL	LANDSCAPE MAINTENANCE	83,706	27,996	27,996	55,991	27,715	50%	13,857	38,040	8,466	46,506	27,996	18,510	
0-14	LA HABRA HEIGHTS	THE PARK	36,565	21,399	0	21,399	15,165	100%	15,165	34,200	2,365	36,565	21,399	15,165	
1-14	WALNUT VALLEY	WATER DISTRICT	142,027	54,814	0	54,814	87,213	100%	87,213	106,425	-12	106,413	38,094	68,359	
1-14	WALNUT VALLEY	WATER DISTRICT	145,900	18,978	56,933	75,910	69,990	25%	17,497	35,875	0	35,875	18,978	16,897	
10-15	LONG BEACH FIRE DEPT.	FIRE DEPT 2990 REDONDO AVE	4,400	2,473	0	2,473	1,927	100%	1,927	3,600	0	3,600	1,949	1,651	
10-15	LONG BEACH FIRE DEPT.	FIRE DEPT 2990 REDONDO AVE	8,400	1,182	3,546	4,728	3,672	25%	918	2,100	0	2,100	1,182	918	

CONFIDENTIAL

WORK IN PROGRESS WORKSHEET YEAR ENDED DECEMBER 31, 2005

											1/1/05 - 12/31/05				
JOB #	CUSTOMER	PROJECT NAME	TOTAL	TOTAL	ESTIMATE	ESTIMATED	ESTIMATED	% COMPLETE	PROFIT	CONTRACT BILLINGS	CHANGE	TOTAL	TOTAL	PROFIT	
			CONTRACT AMOUNT	CONTRACT COSTS	TO COMPLETE	FINAL COSTS	PROFIT (LOSS)		EARNED		ORDER BILLINGS	BILLINGS	COSTS	LOSS	
36-15	LONG BEACH	EL DORADO PK & VICINITY PKS 5P	657,893	318,460	0	318,460	339,434	100%	339,434	297,750	30,613	328,363	152,874	175,490	
36-15	LONG BEACH	EL DORADO PK & VICINITY PKS 5P	646,900	167,896	167,896	335,792	311,108	50%	155,554	312,042	22,816	334,858	167,896	166,962	
37-15	LONG BEACH	STREET LM, AREAS 2S,5S,3S	203,103	55,427	55,427	110,854	92,249	50%	46,125	99,732	3,640	103,372	55,427	47,945	
33-16	RIVERSIDE	MISSION GROVE/CANYON CREST	598,863	228,595	114,298	342,893	255,970	67%	170,647	384,845	16,138	400,983	228,595	172,388	
34-16	RIVERSIDE	VICTORIA AVE - AREA 3	443,416	204,576	102,288	306,864	136,552	67%	91,034	284,981	13,985	298,966	204,576	94,390	
32-14	COSTA MESA	MAINTENANCE SERVICES	445,352	248,133	0	248,133	197,219	100%	197,219	218,252	0	218,252	122,271	95,981	
32-17	COSTA MESA	MAINTENANCE SERVICES	204,259	134,518	0	134,518	69,741	100%	69,741	204,259	0	204,259	134,518	69,741	
40-18	LOS ANGELES COUNTY	ALTA DENA PARKS	117,800	89,472	0	89,472	28,328	100%	28,328	68,739	0	68,739	49,741	18,998	
40-18	LOS ANGELES COUNTY	ALTA DENA PARKS	123,823	37,285	52,199	89,484	34,339	42%	14,308	51,282	0	51,282	37,285	13,997	
43-18	LOS ANGELES COUNTY	ARCADIA PARK	126,180	96,074	0	96,074	30,106	100%	30,106	84,120	0	84,120	61,260	22,860	
43-18	LOS ANGELES COUNTY	ARCADIA PARK	139,159	38,765	77,530	116,294	22,865	33%	7,622	46,255	0	46,255	38,765	7,490	
47-18	LOS ANGELES COUNTY	FOOTHILL AREA PARKS	181,441	133,503	0	133,503	47,938	100%	47,938	165,525	0	165,525	122,543	42,982	
47-18	LOS ANGELES COUNTY	FOOTHILL AREA PARKS	189,816	11,671	128,381	140,052	49,764	8%	4,147	15,818	0	15,818	11,671	4,147	
58-19	SAN BERNARDINO	ACU AND SECCOMBE LAKE PARK	64,288	51,540	0	51,540	12,748	100%	12,748	32,500	560	33,060	26,326	6,734	
38-19	SAN BERNARDINO	ASSMNT DIST #976,991,1017,1025&1028	57,485	41,169	0	41,169	16,316	100%	16,316	8,614	0	8,614	4,484	4,130	
39-19	SAN BERNARDINO	ASSESSMENT DIST #953&1029	6,998	5,356	0	5,356	1,642	100%	1,642	1,866	0	1,866	934	932	
30-19	SAN BERNARDINO	ASSESSMENT DIST #1024	2,552	2,174	0	2,174	378	100%	378	674	0	674	346	328	
55-20	ORANGE COUNTY	CARBON CANYON REGIONAL PARK	64,972	47,303	0	47,303	17,669	100%	17,669	16,060	390	16,450	11,547	4,903	
30-20	ORANGE	WATER DIVISION	75,997	39,999	0	39,999	35,998	100%	35,998	36,932	2,550	39,482	19,194	20,288	
50-20	ORANGE	WATER DIVISION	81,230	20,310	20,310	40,620	40,610	50%	20,305	38,313	4,601	42,914	20,310	22,604	
33-21	THOUSAND OAKS	MAINTENANCE SERVICES	1,281,261	870,495	0	870,495	410,766	100%	410,766	444,705	104,716	549,421	350,385	199,036	
33-21	THOUSAND OAKS	MAINTENANCE SERVICES	1,042,076	338,226	338,226	676,452	385,624	50%	182,812	456,638	128,802	585,440	338,226	247,214	
	MISCELLANEOUS JOBS	TIME & MATERIAL	120,282	62,537	0	62,537	57,745	100%	57,745	0	120,282	120,282	62,537	57,745	
			12,971,008	5,511,366	2,079,494	7,590,860	5,380,147		3,892,627	6,074,318	802,482	6,876,799	3,890,903	2,985,886	

**AZTECA LANDSCAPE
Credit References**

Name	Contact Person	Telephone
AA Equipment 4811 Brooks Street Montclair, CA 91763	Marsha Carpenter	(909) 626-8586
Ewing 3441 E Harbour Drive Phoenix, AZ 85034	Nancy Schenk	(800) 743-9464
Hydro-Scape Products 5805 Kearny Villa Road San Diego, CA 92123	Juan Robles	(626) 968-0047
Target Specialty Products 15415 Marquardt Avenue Santa Fe Springs, CA 90670	Stephen Whitley	(800) 352-3870
Wells Fargo Bank 525 Market Street, 5 th Floor San Francisco, CA 94105	Franklin Haggas	(800) 932-1891 ext. 3379

AZTECA LANDSCAPE Client References

Customer	Contact	Telephone No
Alhambra, City of Public Works Dept. 111 S. First Street Alhambra, CA 91801	Mary Swink	(626) 570-5067
Bell 6330 Pine Ave. Bell, CA 90201	Luis Ramirez	(323) 388-6211
Long Beach 2760 Studebaker Rd. Long Beach, CA 90815	Ken Herbage	(562) 570-3437
City of Riverside 3900 Main Street Riverside, CA 92522	Jesse Fierro	(951) 351-6253
West Covina 825 S. Sunset Ave. West Covina, CA 91790	Curt Roberts	(626) 939-8458
Whittier 13230 Penn St. Whittier, CA 90602	Wayne Reynolds	(562) 464-3375

AZTECA LANDSCAPE Completed Contracts

Customer	Description	Street Address	City ST Zip	Contact	Telephone No.	Completion Date	Contract Amt	Reason
City of Chino	Public Facilities, Neighborhood Housing, RDA	5050 Schaefer Ave	Chino, CA 91710	Tom Mace	(909) 591-9880	06/30/04	185,616.00	Completed term of contract
City of Corona	Mowing Services for Park Facilities - PM0301 - Area 2	815 W. Sixth Street	Corona, CA 92882	Ron DeHoop	(951)736-2245	12/31/04	28,747.92	Completed term of contract
City of Fontana	Mowing Services	1649 Orange Way	Fontana, CA 92335	Luis Villalobos	(909) 350-6530	06/30/04	50,000.00	Completed term of contract
City of Long Beach	North Long Beach Area Parks	2760 Studebaker Rd.	Long Beach, CA 90815	Ken Herbage	(562) 570-4879	06/30/04	220,056.17	Completed term of contract
City of Long Beach	Central and West Area Parks	2760 Studebaker Rd.	Long Beach, CA 90815	Ken Herbage	(562) 570-4879	06/30/04	260,524.00	Completed term of contract
City of Long Beach	El Dorado Park	2760 Studebaker Rd.	Long Beach, CA 90815	Ken Herbage	(562) 570-4879	06/30/04	200,325.00	Completed term of contract
City of Long Beach	Southeast Area Parks	2760 Studebaker Rd.	Long Beach, CA 90815	Ken Herbage	(562) 570-4879	06/30/04	304,832.00	Completed term of contract
City of Riverside	N/E Area of City including Downtown Area - Sec 1	3900 Main Street	Riverside, CA 92522	Jesse Fierro	(951) 351-6250	12/31/04	56,979.06	Completed term of contract
City of Riverside	East Area of City around University Area - Sec 2	3900 Main Street	Riverside, CA 92522	Jesse Fierro	(951) 351-6250	12/31/04	42,065.88	Completed term of contract
City of Riverside	Annual Maintenance of 5 Library Sites	3900 Main Street	Riverside, CA 92522	Jesse Fierro	(951) 351-6250	12/31/04	20,928.00	Completed term of contract
City of Riverside	Annual Maintenance of Parkways, Medians, Reverse Frontages @ Sycamore Higt	3900 Main Street	Riverside, CA 92522	Jesse Fierro	(951) 351-6250	12/31/04	32,808.00	Completed term of contract
City of Riverside	Annual Maint. of Medians, Parkways, & Facility Repairs w/ Marketplace	3900 Main Street	Riverside, CA 92522	Jesse Fierro	(951) 351-6250	12/31/04	32,760.00	Completed term of contract
City of San Bernardino	Assessment District Nos. 976/991/1017/1025/1028 - Area A	300 North D Street	San Bernardino, CA 92418	Adam Webb	(909) 384-5156	12/31/04	60,022.58	Completed term of contract
City of San Bernardino	Assessment District Nos. 953/1029 - Area F	300 North D Street	San Bernardino, CA 92418	Adam Webb	(909) 384-5156	12/31/04	6,828.00	Completed term of contract
City of San Bernardino	Assessment District No. 1024 - Area I	300 North D Street	San Bernardino, CA 92418	Adam Webb	(909) 384-5156	12/31/04	2,997.00	Completed term of contract
City of Costa Mesa	Landscape & Turf Maintenance Services	3210 Placentia Avenue	Costa Mesa, CA 92628	Bruce Hartley	(714) 754-5164	12/31/05	419,806.80	City budget was reduced
County of Orange	L. M. of Carbon Canyon Regional Park, Brea CA	4442 Carbon Canyon Rd.	Brea, CA 92823	Randy Garcia	(714) 993-5961	06/08/05	80,100.00	Completed term of contract
City of San Bernardino	Landscape Maint. @ ACU Park & Seccombe Lake Park	300 North D Street	San Bernardino, CA 92418	Jim Gondos	(909) 384-5217	06/30/05	59,999.58	Completed term of contract
City of Walnut	Landscape Maintenance of Zones 1,2,3,7 & 12	21201 La Puente Road	Walnut, CA 91789	Jesse Tarin	(909) 598-5605	06/30/05	148,877.04	Completed term of contract
City of Walnut	Landscape Maintenance of Walnut City Hall	21201 La Puente Road	Walnut, CA 91789	Jesse Tarin	(909) 598-5605	06/30/05	4,200.00	Completed term of contract
City of Walnut	Landscape Maintenance of Senior Citizens Center	21201 La Puente Road	Walnut, CA 91789	Jesse Tarin	(909) 598-5605	06/30/05	2,160.00	Completed term of contract
City of Walnut	Landscape Maintenance of Gymnasium/Teen Center	21201 La Puente Road	Walnut, CA 91789	Jesse Tarin	(909) 598-5605	06/30/05	3,000.00	Completed term of contract
City of Bell	Landscape Maintenance	6330 Pine Ave.	Bell, CA 90201	Annetta Peretz	(323) 588-6211	03/31/06	74,400.00	City employees are performing services
County of Los Angeles	Park Maintenance Services for Adventure Park, Whittier, CA/Cont-73722	360 W. El Segundo Blvd.	Los Angeles, CA 90061	Roger Blais	(310) 965-8241	12/04/06	77,191.08	Completed term of contract
County of Los Angeles	Park Maintenance Services for Hacienda Heights Community Parks/Cont-73701	360 W. El Segundo Blvd.	Los Angeles, CA 90061	Roger Blais	(310) 965-8241	11/12/06	187,459.08	Completed term of contract
County of Los Angeles	Mowing Services for Whittier Narrows Recreation Area/Cont-73719	750 S. Santa Anita Ave.	South El Monte, CA 91733	Anthony Montanez	(626) 575-5526	12/04/06	187,206.00	Completed term of contract
County of Los Angeles	Park Maintenance Services for Altadena Area Parks/Cont-73496	265 Cloverleaf Dr.	Baldwin Park, CA 91706	Bill Holtran	(626) 968-1297	07/31/06	124,358.16	Completed term of contract
County of Los Angeles	Park Maintenance Services for Arcadia Area Parks/Cont-73651	265 Cloverleaf Dr.	Baldwin Park, CA 91706	Bill Holtran	(626) 968-1297	09/03/06	126,180.00	Completed term of contract
County of Los Angeles	Park Maintenance Services for Foothill Area Parks/Cont-73699	265 Cloverleaf Dr.	Baldwin Park, CA 91706	Bill Holtran	(626) 968-1297	11/13/06	190,261.56	Completed term of contract

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/29/2006

PRODUCER (559)650-3555 FAX (559)650-3558
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno,, CA 93727

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Azteca Landscape (a Corp)
1027 E Acacia St
Ontario, CA 91761

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Everest National Insurance Co.	10120
INSURER B: Great American Ins. Group	
INSURER C:	
INSURER D:	
INSURER E:	

COPY

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	1700003452061	09/01/2006	09/01/2007	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		<input checked="" type="checkbox"/> XCU Coverage				PERSONAL & ADV INJURY	\$ 1,000,000
		<input checked="" type="checkbox"/> \$500 PD DED				GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	1700003453061	09/01/2006	09/01/2007	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B		EXCESS/UMBRELLA LIABILITY	TUU5232091	09/01/2006	09/01/2007	EACH OCCURRENCE	\$ 2,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
*****Proof of Insurance*****

CERTIFICATE HOLDER

*****Proof of Insurance*****

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Amy Cole, CISR/MARIEL *Amy Cole*

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2006

PRODUCER (559)650-3555 FAX (559)650-3558
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno,, CA 93727

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Azteca Landscape, Inc.
1027 East Acacia St
Ontario, CA 91761

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Clarendon National Ins. Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COPY

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$	
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
					MED EXP (Any one person)	\$	
					PERSONAL & ADV INJURY	\$	
					GENERAL AGGREGATE	\$	
					PRODUCTS - COMP/OP AGG	\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$	
					BODILY INJURY (Per person)	\$	
					BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$	
					OTHER THAN AUTO ONLY: EA ACC	\$	
					AGG	\$	
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$	
					AGGREGATE	\$	
						\$	
						\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	N00400976-00	04/01/2006	04/01/2007	X	WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$ 1,000,000	
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
	OTHER						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: ALL CALIFORNIA OPERATIONS

Note: A 10 day notice of cancellation will be given for non-payment of premiums or non-reporting of payroll.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

*******Proof of Insurance*******

AUTHORIZED REPRESENTATIVE
Gina Phillips/GINA

Gina Phillips

LICENSE NO.

01510.00000

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

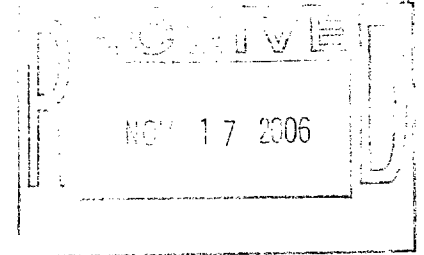


PEST CONTROL BUSINESS LICENSE

THIS LICENSE EXPIRES

December 31, 2008

AZTECA LANDSCAPE, INC.
1027 E ACACIA ST
ONTARIO CA 91761



— POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW —

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



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



AGRICULTURAL PEST CONTROL ADVISER LICENSE
DATE OF ISSUE / 2006 12 / 31 / 2009

AA 06179 CDE

RICHARD C RECORDS

P O BOX 3408

SANTA FE SPRINGS CA 90670



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE
DATE OF ISSUE 01/01/2006 VALID THROUGH 12/31/2009

QL 36390 BCF

MARCO ANTONIO ORTIZ
4073 MENNES AVE
RIVERSIDE CA 92509



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE 01/01/2005 VALID THROUGH 12/31/2006

QL 36486 BC

NICK C ALVARADO
1910 S ARCHIBALD AVE STE N
ONTARIO CA 91761

Nick Alvarado

SIGNATURE

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

License Categories

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

County of Los Angeles

No. 6010071

AGRICULTURAL PEST CONTROL REGISTRATION

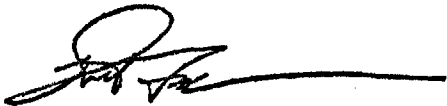
For Calendar Year Ending December 31, 2006

Name: AZTECA LANDSCAPE, INC. 800-794-0063
(TELEPHONE)
Address: 1027 E ACACIA STREET ONTARIO CA 91761
(STREET) (CITY) (STATE) (ZIP)

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

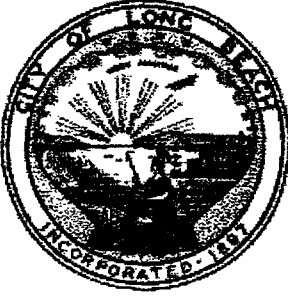
- (A) Residential, Industrial and Institutional
- (B) Landscape Maintenance
- (C) Right-of-Way
- (D) Plant Agriculture
- (E) Forest
- (F) Aquatic
- (G) Regulatory
- (H) Seed Treatment

- (I) Animal Agriculture
- (J) Demonstration and Research
- (K) Health Related
- (L) Wood Preservatives (Subcategory of A and C)
- (M) Antifouling Paints or Coatings Containing Tributyltin (Subcategory of A)
- (N) Sewer Line Root Control (Subcategory of A)
- (O) Maintenance Gardener


Agricultural Commissioner/Director of Weights and Measures
County of Los Angeles
Date: January 3, 2006

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

Revised PUEa-05 (12-04)



CITY OF LONG BEACH **ADDENDUM ONE**

RE: BID NO. PA-01107 QUEENSWAY BAY LANDSCAPE MAINTENANCE

December 15, 2006

TO: ALL BIDDERS

When submitting bid, (1) remove previous bid page and insert corrected bid page, if applicable, (2) include additional or new pages not previously provided and (3) include this addendum.

Please note the following change(s).

Page 31 – WORK AND WORKMANSHIP – “Under no circumstances shall a contracted employee bring children, spouses, relatives or friends to a City facility during contracted working hours” (page attached).

BID SECTION – SUMMARY OF BID ITEMS – Removed “PART J, SPECIALTY FUNCTIONS” (page attached).

Additional or new pages – CONTACT INFORMATION - (page attached).

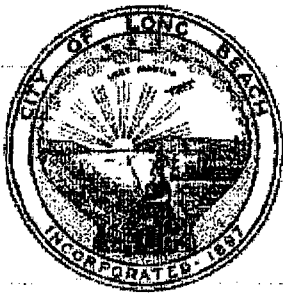
For questions, please call Karie Webber, Buyer, at (562) 570-6200.

BY ORDER OF:

JV


Jana Vargas
Purchasing Manager

JV/kdw
Enc (?)



CITY OF LONG BEACH

ADDENDUM TWO

RE: BID NO. PA-01107 QUEENSWAY BAY LANDSCAPE MAINTENANCE

December 21, 2006

TO: ALL BIDDERS

When submitting bid, (1) remove previous bid page and insert corrected bid page, if applicable, (2) include additional or new pages not previously provided and (3) include this addendum.

Please note the following change(s) and/or acknowledgement(s).

BID SECTION – SUMMARY OF BID ITEMS – Removed “PART I, QUEEN MARY EVENTS PARK” (page attached).

Acknowledgement – TIMECLOCKS & STATIONS – Contractor will be responsible for setting and running time of 21 irrigation controllers. The amount of stations varies per controller. Additional information will be provided after the award of the contract.

Please note the following Q & A's.

Q – “Is there any change to the areas covered in this bid from the previous bid?”

A – There are some changes in Street Landscaping with the addition of Shoreline Dr. from Ocean to Chestnut, the road itself. The inside of the Aquarium was also added.

Q – “Is there any change to the requirements in this current bid from the previous?”

A - I have removed and added some frequencies to tasks. Please refer to this as a new bid. Do not refer to the previous contract when bidding.

Q – “Is there any change to the current specifications from the previous?”

A – Again, please refer to this as a new bid. Do not refer to the previous contract when bidding.

Q – “Is a bid bond required for each bid section?”

A – Only one bid bond is necessary, whether you are bidding on one or all sections.

ADDENDUM TWO

RE: BID NO. PA-01107 QUEENSWAY BAY LANDSCAPE MAINTENANCE

Q - "Minimum Wage vs. Prevailing Wage"

A - Prevailing wage does not apply to this contract.

Q - "Is the City Council authorizing the ban of leaf blowers this year? Electric blowers?"

A - Blowers do not appear to be banned this year or in the early future. I am not aware of issues with electric blowers. If they are used, be sure to have plenty of batteries on hand.

Q - "Please provide an acceptable model of a self contained power scrubber."

A - A power scrubber is not mandatory, but is recommended. The unit will have to meet all specified criteria, walk behind or riding. There is no specific model.

Q - "Please provide clarity on the maintenance of the 120 palm trees (pg. 48 approx)."

A - The approximate 120 palm trees are along the esplanade. No trimming is required, but maintaining the tree well in necessary. Tree trimming will come out of the specialty functions bid page (Contractor), or from a special tree contract later in the future. There is a "tree clearance" task that the Contractor will be responsible for.

Q - "Will the City provide a pre-approved and desirable schedule for this project?"

A - The Contractor awarded the contract will be responsible for supplying a schedule that must be approved by the City. The City will help you prepare this.

Q - "J - Specialty Functions, Type of granite? Stabilized? Depth repair? How to cost?"

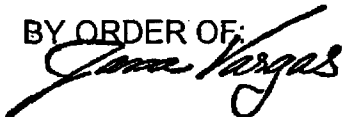
A - Standard decomposed granite. Depth repair is per sq. ft. Your bid cost includes labor, equipment and overhead/profit.

Q - "Can a pest control advisor with all categories be used for the qualified applicator sections A, D, & F?"

A - From my understanding, a pest control advisor only rights recommendations. You will need a qualified applicator's certificate in categories A, B, C, D, & F for applications.

For questions, please call Karie Webber, Buyer, at (562) 570-6200.

BY ORDER OF:



Jana Vargas
Purchasing Manager

JV/kdw
Enc (1)