

REPORT TO CITY COUNCIL

DATE: JUNE 22, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: JESSICA FORTE, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SUBJECT: APPROVAL OF A CONTRACTOR SERVICES AGREEMENT WITH BRIGHTVIEW LANDSCAPE, INC., FOR CITYWIDE LANDSCAPE MAINTENANCE SERVICES

Staff solicited proposals for landscape maintenance services for the City's public right-of-way and parks on March 4, 2022. The services include, but are not limited to, maintaining the landscape for City medians, interchanges, parks, facilities, and open space.

On March 31, 2022, the City received proposals from the following eight (8) prospective companies:

- American Heritage Landscape, LP
- BrightView Landscape Services, Inc.
- Far East Landscape and Maintenance, Inc.
- Four Seasons Landscaping
- Mariposa Landscapes, Inc.
- Oakridge Landscape, Inc.
- Parkwood Landscape Maintenance, Inc.
- Venco Western, Inc.

A selection committee was formed, comprised of City staff. After the selection committee reviewed and evaluated the proposals, it was determined that four (4) companies would be invited back for oral interviews.

The selection committee conducted oral interviews on April 21st and May 4th, and determined that BrightView Landscape Services, Inc. (BrightView), was the most experienced and qualified company based on the following proposal criteria:

- Completeness and thoroughness of proposal.
- Qualifications and experience of key personnel.
- Related experience working with public agencies.
- Approach to performing the work.
- Size of labor force and resources available to complete the work.

It should be noted that throughout the interview process, BrightView was able to skillfully provide both short-term and long-term approaches in regard to the recent drought restrictions, use of organic materials, and the integration of electric equipment into gas-operated inventories. As a result of those discussions, BrightView stood out as the contractor that would be able to effectively collaborate with the City not only with the day-to-day operations, but with any future environmental alternatives the City may wish to incorporate.

BrightView previously provided landscape maintenance services to the City from 2017 to 2020, and are currently providing similar services for the Cities of Duarte, Rancho Cucamonga, Santa Clarita, and Upland.

While not part of the criteria used to score the firms, the original cost proposals of the companies interviewed were as follows:

Contractor	Public Right-of-Way	Parks	Total
BrightView	\$297,657	\$424,740	\$722,397
Mariposa	\$367,152	\$446,352	\$813,504
Oakridge	\$356,938	\$494,400	\$851,338
Parkwood	\$228,397	\$282,696	\$511,093

Recognizing the severity of the water restrictions currently in place, staff has identified various methods to reduce reclaimed water usage throughout the City. As part of those conservation efforts, staff is proposing to reduce the frequency in which City parks are fertilized.

With the reduction in the amount of fertilizer, as well as, awarding a single contract for both the public right-of-way and parks, BrightView was able to reduce their original cost proposal by \$71,823. This results in a revised total cost of \$650,574.

A 10% contingency is typically added to the contract amount to account for unforeseen work that is outside the contract scope-of-work. However, staff believes a contingency of \$50,000 (7.68%) will be sufficient should there be a need for any additional services. An adjustment of \$50,000 results in a revised total contract not-to-exceed amount of \$700,574.

There are sufficient funds appropriated in the proposed Fiscal Year 2022/23 budget to cover the costs for these services. The term of the agreement would begin July 1, 2022, end on June 30, 2025, and includes an option to extend the contract term for a maximum of two (2) years, upon mutual agreement between the City and contractor.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council approve the Agreement for Contractor Services with BrightView Landscape Services, Inc., related to citywide landscape maintenance services.

Attachment: Contractor Services Agreement

AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR:	BrightView Landscape Services, Inc.
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Attn: Scott Godfrey
CONTRACTOR'S ADDRESS:	2696 Lavery Ct., Unit 6 Newbury Park, CA 91320
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Kelly Fisher
COMMENCEMENT DATE:	July 1, 2022
TERMINATION DATE:	June 30, 2025
CONSIDERATION:	Contract Price Not to Exceed: \$2,101,722

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND BRIGHTVIEW
LANDSCAPE SERVICES, INC.**

THIS AGREEMENT is made and effective as of July 1, 2022, between the City of Agoura Hills, a municipal corporation ("City") and BrightView Landscape Services, Inc. ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on July 1, 2022, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, at its option, extend this Agreement for one additional term of two years upon providing written notice of its intent to extend this Agreement to the Contractor not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein.]

2. SERVICES

Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Contractor shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PREVAILING WAGES

A. Prevailing wages are required on all CITY agreements involving construction, design, and preconstruction phases of construction (including, but not limited to, inspection and land surveying work), and maintenance (except for janitorial or security guards) for work on CITY property.

B. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute by this Contractor from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall

pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$50.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any sub-contractor under him, in violation of the provisions of the Agreement.

5. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Two Million One Hundred One Thousand Seven Hundred Twenty Two Dollars and Zero Cents (\$2,101,722.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

C. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section entitled "**PAYMENT**" herein.

7. DEFAULT OF CONTRACTOR

A. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

8. OWNERSHIP OF DOCUMENTS

A. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files

containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent Contractors serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Contractor, its officials, officers, employees, agents or sub-contractor in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Contractor shall defend Indemnitees at Contractor's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. All duties of Contractor under this Section shall survive termination of this Agreement.

10. INSURANCE REQUIREMENTS

Prior to commencement of work, Contractor shall procure, provide, and maintain, at Contractor's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

G. Verification of Coverage. **Contractor shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

11. INDEPENDENT CONTRACTOR

A. Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services and tasks under this Agreement on behalf of Contractor shall not be City employees and shall at all times be

under Contractor's exclusive direction and control. Contractor and all of Contractor's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Contractor shall determine the means, methods, and details by which Contractor's personnel will perform the services and tasks. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents.

B. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Contractor's personnel require to perform any of the services and tasks required by this Agreement. Contractor shall perform all services and tasks off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Contractor from time to time for Contractor's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

C. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services and tasks hereunder. Contractor shall be responsible for and pay all salaries, wages, benefits and other amounts due to Contractor's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Contractor and any of its officers, employees, agents, and subcontractors providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive

any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Contractor shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Contractor's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

12. PERS COMPLIANCE AND INDEMNIFICATION

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Contractor shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Contractor shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provisions of this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

13. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in

any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

14. RELEASE OF INFORMATION

A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or sub-contractor be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City:

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Contractor: BrightView Landscape Services, Inc.
2696 Lavery Ct., Unit 6
Newbury Park, CA 91320
Attention: Scott Godfrey

16. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

17. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

18. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

19. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

20. EXHIBITS

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

21. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

22. AMENDMENT OF AGREEMENT

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Deborah Klein Lopez,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

BrightView Landscape Services, Inc.
2696 Lavery Ct., Unit 6
Newbury Park, CA 91320
Attn: Scott Godfrey
805-499-8689

By: _____

Name: Fred Freunda
Title: Senior Vice President

By: _____

Name: David Moo
Title: Assistant Secretary

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

CONTRACTOR PERFORMANCE REQUIREMENTS

Working Hours and Schedule

1. Maintenance services shall be provided on a weekly basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m. ("working hours"), with the exceptions noted. No work shall be performed on Saturday, Sunday, or City approved holidays outside of these specified times, or without prior written permission from the City, except for emergency situations, or unless otherwise indicated in this Contract. Contractor must notify representative designated by the City (hereinafter referred to as "City Representative") within 24 hours in the event of emergency work.
2. The Contractor shall have staff available by phone contact (not an answering service) Monday through Friday, between 7:00 a.m. and 5:00 p.m. to respond to call outs, questions, and verification of schedules.
3. Contractor shall provide sufficient personnel at areas of responsibility every day for emergency purposes and to provide normal maintenance. The Contractor shall provide the names and phone numbers (not an answering service) of two (2) responsible people who can be contacted 24 hours per day, seven (7) days per week, including weekends and holidays. These individuals shall be able to be reached in the event of an emergency between 5:00 p.m. and 7:00 a.m. Any change of the responsible person(s) and/or telephone number(s) shall be immediately given to the City's representative.
4. Non-working City holidays include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Contractor shall have personnel in place and carrying out the responsibilities of this Contract on all other City holidays if they are on a weekday.
5. The Contractor shall provide to the City's representative for approval, a detailed weekly, monthly, and annual maintenance schedule specifically indicating which days of the week/month specific tasks are to be performed as described in the Scope of Work (Section V).

Site specific schedules shall include, but not limited to:

- Mowing/Edging
- Irrigation Inspections
- Weed Maintenance
- Trimming
- Fertilization
- Landscape and Ground Cover Maintenance
- Mulching
- Tree Maintenance
- Pesticide Application
- Swale and Drain Maintenance

- Litter Control
- Hardscape Maintenance
- Trail, Walkway, and Pathway Maintenance

Any proposed changes to the schedule(s) during the terms of this Contract including days, times, and frequencies shall be submitted to the City representative for prior review and approval.

6. All work scheduled to be performed shall be completed on the days indicated and can only be changed with the acknowledgement and approval of the City's representative.
7. The use of leaf blowers prohibited, except between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Personnel

1. Contractor shall provide a minimum of one part-time landscape supervisor(s), fully trained in all aspects of landscape maintenance and repair. Said supervisor(s) shall have a minimum of five (5) years of experience at the supervisory level.
2. Contractor shall provide a minimum of one (1) full-time on-site landscape foreman, fully trained in all aspects of landscape maintenance and repair. Said foreman shall have a minimum of five (5) years of experience at this level.
3. Contractor shall provide a minimum of (1) full time on-site irrigation technician. Said technician(s) shall have a minimum of five (5) years of experience at the technician level. The irrigation technician shall remain on-site for a minimum forty (40) hours per week, with the primary responsibility to keep irrigation systems functioning in an efficient manner. The irrigation tech shall inspect and confirm the function of all irrigated areas on a weekly basis.
4. Fourteen (14) days prior to the start of any work, the Contractor shall submit information that demonstrates the qualifications for the proposed supervisor, foreman, and technician for the City to review and approval.
5. The landscape maintenance foreman shall remain on-site for a minimum of forty (40) hours per week, except as required to obtain equipment and supplies necessary for regular maintenance activities, and to attend company meetings and events necessary during the normal course of business.
6. Contractor shall have supervisor(s), foreman(s), and technician(s) capable of communicating effectively both in written and oral English, at all times during the term of the Contract. Any communications from the City to the Contractor's supervisor(s), foreman(s), or irrigation technician(s) shall be deemed as delivered to the Contractor.

7. The City reserves the right to reject any landscape crew personnel or supervisor of the Contractor's work force. It shall be the Contractor's responsibility to replace such rejected worker in a timely manner that will not affect the execution of the Contract responsibilities as specified in the Contract document.
8. Contractor shall strive to maintain excellent public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and disturbance to the public. Work shall be performed by competent employees and supervised by a person(s) experienced in supervising landscape maintenance operations.
9. Contractor shall ensure that its employees are dressed in a company uniform shirt recognizable as Contractor's. Uniforms shall include, but not limited to, boots, long pants, hat, and any other necessary protective gear.

Communication/Emergency Response

1. Contractor shall have the ability to contact their field crews within fifteen (15) minutes of notification by City representative during normal working hours.
2. Contractor shall provide capabilities for twenty-four (24) hours per day, seven (7) days a week service. Contractor shall provide a 24-hour emergency contact person, who is familiar with the City's maintenance operation, with phone number (not an answering service) for non-working hours, including weekends and holidays.
3. During the after-hours emergency situation, the Contractor shall provide on-the-job response time of no more than one (1) hour maximum upon notification by the City.

Workmanship

All material and workmanship shall be of the highest quality possible. All work shall be subject to the satisfaction of the City representative, who may exercise such control of the work as is required to safeguard the interest of the City and private property.

Materials to be Provided by the Contractor

The Contractor, at their own cost and expense, shall furnish all necessary equipment, supplies, and materials of good quality and in the amounts necessary to fulfill these specifications; and to accomplish an acceptable and professional level of maintenance. These supplies and materials shall include, but not limited to:

- All necessary fuel, oil, equipment, machinery, and parts.
- All necessary fertilizers, seed, and top dressing, fungicides, insecticides, and pesticides.

- All necessary horticultural supplies and landscaping tools.
- All materials are to be new and identical to existing materials model and make unless directed otherwise by the City representative.
- All equipment and materials to remove graffiti, as approved by the City representative.
- Purchase and planting four (4) times per year of annual color grown in four (4) inch containers planted at six (6) inch O.C. for planting area at Kanan/101 Interchange. The selection of the annual color shall be made by the City representative. Any additional color changes will be billed to the City separately.

Contractor Responsibility- Damages

The Contractor shall be fully responsible for any and all damage to City property resulting from the Contractor's operations. This shall include, but not limited to, the repair, removal and replacement, at Contractor's expense, of shrubs, trees, vines, turf grass, irrigation system, ground cover or other landscape items that are lost or damaged due to negligence in pest and disease control practices, and/or due to improper watering, fertilizing, herbicide damage, or lack of proper maintenance and operations. This shall also include any damage to buildings, infrastructure, hardscape, and other improvements due to Contractor's negligence. The City representative shall determine negligence. The City shall be responsible for replacing any plant material that has been damaged or destroyed as a result of acts of vandalism and/or theft.

Underground Alert System

Contractor shall notify underground alert systems a minimum 48 hours in advance of commencing work that involves digging underground. The notification is required for each location said work is to be performed. Written verification of such notification shall be provided to the City representative prior to commencing work.

Property Damage

Any damage to utility lines shall be immediately reported to the relevant utility company, as well as the City. The cost of the repair, if required, will be at the Contractor's expense. If damage occurs to any landscape material or irrigation system, immediate treatment or necessary replacement of the same shall be at the Contractor's sole expense.

Protection and Restoration of Existing Improvements

Contractor shall be responsible for the protection of all improvements adjacent to the work, such as sprinklers, drain pipes, lawns, brick work, plants, masonry work, fences, walls, sidewalks, street paving, etc. located on either public or private property. If any improvements are removed or damaged, other than those designed for removal, then

such improvements shall be replaced in kind at the Contractor's sole expense and to the City's satisfaction, within 48 hours. If the Contractor fails to render proper repairs in the 48 hour limit, the City may make the repairs and deduct the cost of such repairs, plus 15% administrative costs from the Contractor's monthly bill.

Traffic Control

1. Contractor shall submit a Traffic Control Plan to be reviewed and approved by the City for traffic control on all arterial streets. Work on arterial streets shall be limited to 9:00 a.m. to 3:00 p.m. Any deviations from these times requires prior approval from the City representative.
2. Contractor shall conform to all California Vehicle Code and CAL OSHA requirements and operating rules at all times this Contract is in effect. Contractor shall obtain a City Encroachment Permit and adhere to such conditions for street work. Contractor shall conduct all work in a manner that will insure continuous traffic flow on the street at all times. In situations where it is necessary to restrict traffic flow, the Contractor shall be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility arrow board. Prior to closing lanes and/or interfering with the flow of traffic, Contractor shall seek the approval of the City representative. 24-hour notification is required. City shall set days of the week and times when traffic lanes may be closed.
3. Signs used for handling traffic during the course of the Contract shall be in accordance with the most recent "Work Area Traffic Control Handbook" (WATCH) published by Building News, Inc, and made a part of these detailed specifications. The method in which signs, barriers, and other miscellaneous traffic devices are used during construction shall be in accordance with the publication mentioned. All signs shall be illuminated or reflectorized when they are used during hours of darkness. All cones, pylons, barricades, or posts used in diversion of traffic shall be provided with flashers or other satisfactory illumination if in place during hours of darkness.
4. Payment of maintenance of traffic and detours and for conforming to all the provisions of these specifications, shall be considered to be included in the Contract costs when maintenance or traffic and detours is required without additional compensation. Additional compensation for traffic control outside the scope of work of the Contract shall be subject to approval by the City representative.
5. Liquidated damages shall be assessed in the amount of One Hundred Fifty Dollars (\$150) for each reported/observed violation that the Contractor fails to conform to any California Vehicle Codes, CAL OSHA requirements or traffic control measures as described in this section.

Subcontractors

Prior to commencement of any work, Contractor shall provide information of subcontractor to the City representative. All submitted subcontractors shall be licensed and only provide the work and licensed to perform. The City reserves the right to reject the services of any subcontractor for any reason, and at any time during the performance of this Contract.

Hazardous Waste and NPDES Requirements

1. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute Safety Requirements in the performance of all work under this Contract. The Contractor shall conduct the work required in such a manner as to cause the least amount of interference to the public and the general operations of the City.
2. Contractor shall be responsible for compliance with all Federal and State hazardous waste and materials requirements, codes, and laws. Any situations involving the use of, or observance of, hazardous waste or materials shall be reported the City immediately.
3. Contractor shall be responsible for compliance with all Federal, State, and local requirements, codes, and law regarding National Pollutant Discharge Elimination System (NPDES).
4. Contractor shall implement all necessary steps to ensure the methods and practices it uses to carry out its responsibilities under this Contract to comply with NPDES, including but not limited to: maintaining a clean work site, properly disposing all debris, managing and operating vehicles and equipment in a manner to prevent leaks and spills, preventing landscape debris and all chemical pollutants from entering the storm drain system.

Inspection Tour and Punch List

1. The Contractor's supervisor(s) shall accompany the City representative on a no less than weekly, inspection tour of the landscaped areas at a time specified by the City. The Contractor shall provide a detailed written punch list of all areas maintained for review by the City representative. The punch list shall contain a detailed list of broken and/or inoperable sprinklers, irrigation malfunctions, and landscape deficiencies. Said list shall identify the location of the deficiencies and a written timeline for completion.
2. Contractor shall provide the City with a follow-up punch list documenting the status of required repairs and corrections. If corrections and repairs are not completed within the allocated time, the Contractor may incur liquated damages, as more fully described below. If Contractor fails to repair or correct deficiencies

within five (5) working days past the time line approved by the City, the Contractor may be found in nonconformance with Contract.

3. Contractor shall prepare and submit to the City representative at the weekly inspection tour, a Contractor Weekly Report from the previous week. The report shall identify all maintenance items that have been completed, as well as, deficiencies, hazards, and other items observed by the Contractor.

Work Deficiencies, Corrections, and Liquid Damages

1. All irrigation-related repair work this is considered within the scope of the Contract shall be corrected before the next scheduled irrigation cycle. If the Contractor fails to make the required irrigation repairs per the Contract, the Contractor shall be assessed a penalty of \$500 per each occurrence.
2. All landscape maintenance work deficiencies of the Contractor not performed per the approved schedule per the contract shall be assessed a penalty of \$500 per each occurrence. All missed scheduled landscape maintenance shall be made-up within three (3) working days of being notified of the deficiency. However, this does not nullify the assessed penalty which will be assessed on the monthly bill.
3. In the event the City discovers additional deficiencies not identified by the Contractor, the City representative will provide a written Notice of Deficiency. The written notification may be hand delivered, faxed, mailed, or e-mailed. The deficiencies shall be corrected within the timeline outlined above for irrigation and landscape repairs. The Contractor shall notify the City representative and request an inspection of the corrective work. Deficiencies listed shall not be considered corrected until the City representative has inspected and approved the work.

Failure by the Contractor to correct the deficiencies listed in the Notice of Deficiency within seven (7) working calendar days (or before the next irrigation cycle in the case of irrigation-related deficiencies) the City, at its discretion, may take corrective action at Contractor's sole expense, plus 15% administrative fee and assessed liquid damages. Such fees and expenses shall be deducted from Contractor's invoice.

4. The City reserves the right to delete maintenance areas, thus reducing the corresponding compensation. In addition, the City reserves the right to contract with another company to perform the maintenance and other services required of the Contractor for the remainder of the term of the Contract with respect to the site where deficiencies exist. Contractor shall be responsible for all costs incurred by the City for this work in addition to liquidated damages.

Extra Work

1. The Contractor shall not have the exclusive right to perform extra work. Extra work may be performed by the Contractor, City forces, or by competitive bid at the sole discretion of the City.
2. Additional work outside the performance requirements such as, but not limited to, shrub and tree planting, renovation, and improvements may be required on occasion.
3. The costs of such extra work shall be based on the fair market value of supply and labor costs, and shall be agreed to in a written proposal prior to commencement of said work. Only those extra work items authorized in writing by the City, prior to the start of work, shall be considered for payment.
4. Extra work shall not be performed by regularly scheduled personnel and shall be performed during regular working hours unless authorized in writing by the City. Contractor shall be responsible for submitting certified payroll reports for all extra work services.

Performance During Inclement Weather

1. During the periods when inclement weather hinders normal operations, the Contractor shall adjust the work force in order to accomplish those activities that are not affected by weather. Contractor shall reschedule and complete all maintenance activities that were not completed on the next available day that weather conditions permit such activities.
2. Failure to adjust the work force and demonstrate that adequate progress has been completed, or failure to reschedule maintenance activities, shall result in a deduction of payment to reflect only the work actually accomplished.
3. If weather conditions do not allow regular maintenance operations to continue, the Contractor shall inform City representative in writing and have the work force available to assist the City with emergency operations as required by the City. Emergency operations may include the installation of sand bags, removal of fallen branches and debris, removal of mud, rocks or loose gravel, or other procedures required by the City. Contractor shall provide their staff with OSHA approved rain gear and other safety equipment that may be necessary during such an instance.
4. The Contractor shall not remove their work force from the job site unless previously notified by the City representative.
5. The Contractor shall re-stake and re-tie trees as required, and continue to monitor trees during storm conditions.

6. The Contractor shall remove and clean all debris deposited in drainage areas resulting from inclement weather to mitigate potential flooding of landscaped areas.
7. Contractor shall request controllers and timers to be set to the "OFF" position, prior to the rain event. The controllers and timers shall remain off until demands indicate conditions are appropriate to set in the "ON" position. It shall be the Contractor's responsibility to monitor the landscape to ensure that controllers and timers are activated at the appropriate time.

Storage Facilities

City shall not provide any storage facilities for the Contractor for regular maintenance services as outlined in the scope-of-work. For work requiring heavy equipment storage, Contractor will only be allowed with prior written permission from the City. In the event the City consents to allow Contractor to use designated City property for storage, Contractor agrees to assume full responsibility for loss, theft, damaged equipment, supplies, and any injury that may arise to any person. Contractor also assumes full responsibility for any and all damage to City property as a result of any Contractor owned property stored on City property. Contractor acknowledges that Section 9 Indemnification of the Contract applies to such storage.

Vandalism and Theft

1. The Contractor shall notify the City immediately in regards to any acts of vandalism, including graffiti, and theft to City landscaping, irrigation system, or other improvements observed or found by Contractor's employees, regardless of the cause.
2. Contractor shall prepare a written vandalism report with a description of the location, date, and time observed, item(s) or component(s) damaged or stolen, and number of components involved. Report shall be submitted within one (1) business day.
3. Costs caused by vandalism, theft, or accident, not caused by the Contractor, and shall be the responsibility of the City, including labor costs.

Contractor Vehicle and Equipment Identification

Contractor shall clearly identify each vehicle and equipment (i.e. tractors, trailers, ride-on mowers) used at said facilities with decals on the exterior right and left front door panels, or other City approved locations, identifying the Contractor's name, and phone number. Decals shall not be less than 12 inches by 18 inches in size, and shall be clearly visible from a distance of 50 feet.

Contractor Disposal/Recycling Responsibility

The Contractor shall dispose of all cuttings, weeds, leaves, trash, and other debris from operations as work progresses. All green waste, recyclables, and refuse shall be disposed of in accordance with the City's solid waste provisions of the Agoura Hills Municipal Code. Contractor agrees to segregate the aforementioned materials to maximum extent possible. Contractor shall not, at any time, dispose of materials resulting from work not related to the Contract in any City bin. Contractor shall make every effort to estimate tonnage disposed.

Videotaping and/or Photographing of Construction

Contractor shall permit on-site videotaping, still photography, or motion picture photography of the landscape maintenance work/projects. The City shall notify Contractor prior to commencement of any videotaping and/or photographing by City personnel and/or its agents. The City shall make a reasonable effort to give Contractor at least 24 hours' notice. Contractor shall cooperate and coordinate with City personnel to its efforts to carry out such taping and photographing, and shall arrange for all employees not wishing to be videotaped or photographed to be out of view of the camera during the videotaping and/or photographing construction.

Service Warranty

1. It shall be the Contractor's responsibility to maintain all plant materials to the satisfaction of the City, and to replace dead or severely damaged plant materials. The Contractor will monitor the condition of the turf grass and plant material on weekly site inspections. Any dead turf grass and/or plant material will be noted and replaced within a period not-to-exceed five (5) days. Turf damage and/or plant material which has declined or failed as a result of damages incurred by severe weather (lightning, freezing/frost, wind, and earthquake) or infestations of borers and nematodes (which have limited means of control) will not be covered by this warranty. In the event of damages by severe weather or limited control infestations, Contractor will alert City's representative, and assist in all potential remedies to the problem.
2. The Contractor at the direction of the City, shall be responsible for the planting of additional trees, shrubs, and any other plant materials as an extra work order. The Contractor shall maintain said trees and/or plant materials under the Contractor's maintenance responsibilities as outline in the Contract. The Contractor guarantees the viability for said trees and/or plant materials for the duration of the Contract. The Contractor shall pay for any and all costs associated with the replacement of any of said trees and/or plant materials.

Key Control

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

2. Contractor shall be responsible for assigning keys to Contractor's employees. Contractor shall not assign, lend, or in any way allow use of keys to anyone other than Contractor's employees who are performing services under this Agreement.
3. Contractor shall provide to City in writing, the names of all individuals who are assigned keys at the time the assignment is made. If keys are reassigned, Contractor shall immediately provide to the City in writing the names of the individuals no longer in possession of keys, and the names of the individuals to whom the keys are reassigned.
4. Contractor agrees not to duplicate any key and acknowledges that California law stipulates that it is unlawful for a person to duplicate any key without the permission of the owner.
5. Contractor shall immediately report all lost or stolen keys to the City representative.
6. Upon expiration, cancellation, or termination of this Agreement, all keys received by the Contractor shall be immediately returned to the City.
7. Contractor shall reimburse the City all costs and expenses as determined by the City for any key or lock replacements due to Contractor's negligence or willful misconduct. Such costs shall be deducted from any payments due or to become due to Contractor. Costs may include, but not limited to, replacing padlocks. Re-keying door locks, staff time, and a fifteen percent (15%) administration fee.

Safety

1. Contractor shall plan and conduct all work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations.
2. Contractor shall at all times adhere to all applicable safety practices and cooperate with the City in any adverse condition related thereto.
3. Contractor shall cooperate with the City during the investigation of an accident on City property and submit a complete written report to the City within 24 hours following the occurrence.
4. Contractor shall inspect all areas maintained under the provisions of the Contract on a weekly basis for all potential hazards, and maintain a safety inspection report which indicates date inspected and action taken to correct conditions if necessary. This report shall identify any condition(s) that renders any portion of the premises unsafe, as well as, any unsafe practices occurring thereon. The City representative shall be notified immediately of any unsafe conditions found by the Contractor.

5. Contractor shall be responsible for notifying the City representative whenever damage or failure occurs to any lighting fixture, luminary, and ballast on the premises of various work sites. The City shall have the responsibility to repair damages to the electrical system not caused by the Contractor.

Prior Inspection of Areas

Contractor acknowledges that he/she has completed a physical inspection of the areas to be maintained and has evaluated the extent to which the physical condition thereof will affect the services to be provided. By entering into this Contract, the Contractor shall be deemed to have agreed to accept the condition of the work area in its "as is" condition with the intent to perform maintenance services according to Contract specifications.

PUBLIC RIGHT-OF-WAY SCOPE OF WORK

General

1. Maintenance manuals have been developed for specific areas along Agoura, Kanan, and Reyes Adobe roads. All methods and materials listed in the manuals shall dictate the maintenance practices for all related landscaping activities. Any deviation from the manuals shall require written approval by the City representative.
2. Contractor shall take into account the methods described in the maintenance manuals when submitting technical and cost proposals.
3. Each Contractor must carefully examine the site of the Project, the entirety of the Contract Documents and all Addenda issued. Upon submission of a Proposal, it will be assumed that the Contractor has thoroughly investigated the Work and is satisfied as to the conditions to be encountered and the character, quality, and quantities of Work to be performed and materials to be furnished. Upon Proposal submission, it shall be further assumed that the Contractor is familiar with and agrees to the requirements of the Contract Documents and all Addenda issued. The submission of a Proposal shall be considered conclusive evidence that the Contractor has made such an examination and consents thereto. No information derived from an inspection of records or investigation will in any way relieve the Contractor from his or her obligations under the Contract Documents or any Addenda issued nor entitle the Contractor to any additional compensation. By submitting his or her Proposal, the Contractor agrees not to make any claim against the City based upon ignorance or misunderstanding of any condition of the Work site or of the requirements set forth in the Contract Documents or Addenda. No claim for additional compensation will be allowed which is based on a lack of knowledge of the above items.
4. The City reserves the right to alter and materials and methods for all items listed under this Scope of Work and/or within all maintenance manuals.

Median, Parkway, and Sidewalk Maintenance

Median maintenance shall occur on a weekly basis to include, but not limited to, all horticultural and irrigation services, maintenance of hardscape surfaces (asphalt/curb lines, stamped concrete, and median noses free from weeds, debris, trash, gum, etc.) as identified in the Citywide Landscape Atlas.

Mowing

1. Mowing equipment shall be a power driven rotary type mower, and shall be configured so that the outer edges of the mower blades are covered with protective guards in accordance with the manufacturers design specification. All turf areas are to be maintained weed-free and cut to a height of two (2) inches

from the soil grade. Mowing heights may vary for due to special events and conditions approved by the City.

2. Turf shall be mowed weekly, no less than 48 times per year, so that no more than 1/3 of the blade is removed at the time of cutting, but at intervals no less than one week during the active growing season (March through December). Turf mowing at each location shall be completed in one day, and shall be on a schedule approved by the City representative.
3. Mowing patterns shall be alternated each week. Mowing activity shall leave no signs of visible clippings on turf. Turf shall be mowed only when areas are adequately dry and shall not be mowed when turf grass is wet.
4. The Contractor shall thoroughly clean equipment that was used at another site prior to mowing any areas on-site. Mower blades shall be kept sharp at all times.
5. Turf grasses shall be inspected for all potential hazards such as holes, gopher mounds, rocks, glass, nails, or other debris prior to and after each mowing. All hazardous material shall be immediately removed by Contractor. Contractor shall fill holes, knock down and grade gopher mounds, and re-seed bare areas. Seed shall be identical to the existing turf type.
6. Curbs, gutters, walkways, and all hardscape areas shall be cleaned free of accumulated grass clippings upon completion of each mowing operation. Contractor shall not blow any grass clipping and/or other debris into the street and/or catch basins. Grass clippings shall not be left on any area overnight.
7. Any damage caused by the Contractor's mowing operations shall be repaired immediately by the Contractor at the Contractor's sole expense.

Edging and Trimming

1. Mechanical type edging includes medians, walkways, sidewalks, driveways, curbs, gutters, tree shrubs, and groundcover beds, and shall be performed once per week, and concurrently with mowing at each location.
2. Sprinkler heads shall be kept free of grass to allow for proper operation and coverage. This shall be performed by mechanical methods only, unless otherwise specified by the City.
3. Edging against hardscape shall be extended in a manner that results in a neat well-defined V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade, and shall not exceed ½ inch from the hardscape surface being edged.

4. Tree wells shall be edged concurrently with each mowing and shall be performed by mechanical methods only. All grass shall be removed at least twelve (12) inches from the trunks of trees, and away from the drip line of shrubs.
5. Great care shall be taken to avoid damage to tree bark tissue and roots. Tree damage resulting from Contractor's edging practices shall be replaced by Contractor with a replacement tree at Contractor's expense. Tree replacement size shall be 24" box, and replacement species shall be determined by the City representative.
6. Edging next to retaining walls, fences, and street monument signs shall be done using a power string type trimmer, and shall be completed in a manner to avoid excessive string contact to the exterior surface of retaining walls, fences, monument signs, and all other areas edged with a string type trimmer.
7. Chemical edging is not permissible without express written approval by the City representative.
8. Damage shall be promptly reported to the City representative and repairs made at the Contractor's expense.

Irrigation

1. Irrigation shall be performed as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs, quick couplers, skinner lines, and/or drip systems in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at all times to ensure the health of all plants and to minimize inconvenience to people using the area.
2. Automatic irrigation shall be scheduled for routine watering between 10:00 p.m. to 6:00 a.m. Any water runoff or overflow onto roadway, sidewalk, and hard surface areas shall be kept at an absolute minimum in order to not cause any pedestrian and/or vehicular liabilities.
3. Irrigation water shall be carefully monitored and applied in quantities required by the different plants species, time of year, and other basic environmental factors as determined by the City. The frequency and duration of irrigation shall be determined and monitored by the City representative through the central irrigation controller.
4. The Contractor shall check the effect of the watering program on a weekly basis and notify the City representative of proposed changes. All irrigation schedules shall be determined and coordinated with the Contractor and City representative.

5. It is the Contractor's responsibility to perform weekly inspections after each mowing and make repairs when noticed and notify the City representative of any irrigation problems.
6. The City shall monitor the irrigation of all City landscape areas through the use of a central irrigation controller. The use of ET, wind gauge, and collected historical irrigation data shall be used to determine irrigation requirements for the landscaped areas.
7. The City agrees to pay for the cost of the irrigation materials used in the performance of this work plus 15% mark-up. All irrigation material invoices must accompany all monthly billing invoices. The Contractor shall submit a weekly irrigation log that specifies what irrigation work was performed, work site, and labor hours per site/task.
8. The work to be provided during the 40 hour week by the Irrigation Technician shall include the following: irrigation head adjustments; raising and lowering irrigation heads; raising, lowering, and replacing remote control valves (RCV) and quick coupler boxes; adjusting, removing, and replacing irrigation heads; RCV repairs and replacements; RCV wire trouble-shooting and repair; repair of lateral lines; quick coupler repairs; line flushing; repair of irrigation main and lateral lines; etc. This includes vandalism, accidents, and acts of God.
9. The Contractor shall be required to make the necessary irrigation repairs within 24 hours of being notified of irrigation problem. If the Contractor fails to make the necessary repairs within the allotted time, the Contractor will be assessed a penalty of \$500 per occurrence/violation and the penalty shall be deducted from the monthly invoice.
10. The Contractor is responsible for notifying the City representative of any and all necessary irrigation repairs and malfunctions that cannot be repaired during the normal 40-hour work week, i.e. irrigation mainline repairs, modifications to the existing, irrigation systems, and/or new irrigation installation. All approved extra irrigation repairs shall be performed at the agreed upon irrigation labor rate and cost of materials plus 15% (all material invoices must accompany all billing invoices).
11. The City has the right to prioritize all irrigation work and therefore determine what irrigation work shall be considered extra work as well as what irrigation work shall be scheduled to be performed during the 40-hour work week. All extra irrigation work must be performed by a different Irrigation Technician than the one dedicated to the 40-hour work week unless agreed upon by the City representative.
12. All extra irrigation repairs are to be approved in writing by the City representative before the work is performed. The Contractor shall provide the City with invoices for all irrigation materials used for extra irrigation repairs. All

extra irrigation repairs shall be performed at the irrigation labor rate for an Irrigation Technician and/or Additional Laborer plus irrigation materials at costs plus 15% as specified.

13. All irrigation replacement heads and/or parts shall be the same manufacture, model/type, and application rates as approved by the City representative.
14. The Contractor shall be provided with the necessary software that will enable the Contractor to monitor high irrigation water flow on a daily basis and to respond to the alarms or notifications. The Contractor shall be required to provide the necessary hardware that will enable the Contractor to actively monitor the alarm system. At no time, shall the Contractor initiate or change an irrigation schedule without the consent of the City representative.
15. The Contractor shall perform an irrigation check of all turf areas on the same day that a median turf area has been cut. All irrigation checks shall be performed at the irrigation controller on the site.
16. Vandal-proof enclosures for controllers shall be cleaned of rust and dirt at least quarterly to maintain a good appearance. The responsibility of testing and certifying all irrigation backflow prevention devices will be the City's.

Fertilization, Seeding, and Top-Dressing

1. The City representative shall be notified in writing or e-mail two (2) weeks prior to the date of application of fertilizers by the Contractor. Notification shall include application date, location, fertilizer formula, and the amount of fertilizer to be applied at each location.
2. Contractor shall contact City representative in order to count fertilizer bags, and to observe the actual application process. No credit for the application of any fertilizer will be given if these requirements are not take by the Contractor.
3. The following turf fertilizers shall be applied at the following rates on the open/passive turf areas in the interchanges and street medians by the Contractor four (4) times a year.
 - Apply Best 16-4-4 plus 3% iron at the rate of 275 lbs. per acre by January 15th after thatching, cutting, and aeration.
 - Apply Best 16-4-4 plus 3% iron at the rate of 275 lbs. per acre by April 15th after thatching, cutting, and aeration.
 - Apply Best 25-5-5 w/polygon 43 at the rate of 175 lbs. per acre by July 1st.
 - Apply Best 25-5-5 w/polygon 43 at the rate of 175 lbs. per acre by

October 15th.

Planter areas in street medians, and freeway landscapes.

- Apply Best 'Triple Pro' 15-15-15 at the rate of 6 lbs. per 1000 sq ft. by April 15th.
- Apply Best 'Triple Pro' 15-15-15 at the rate of 6 lbs. per 1000 sq ft. by August 15th.

Turf areas in street medians: All turf areas in medians shall be thatched and over-seeded with PERENNIAL RYE GRASS seed at the rate 10 lbs. per 1000 sq ft, and top dressed before November 1st.

The Contractor shall apply the fertilizer in such a manner to insure uniform coverage with minimum overlap. The turf shall be free of moisture at the time fertilizer is applied.

Pesticide, Herbicide, and Insecticide Application

1. All work involving the transport and use of pesticides, herbicides, and insecticides shall be in compliance with Federal, State, and local laws. The Contractor possess all valid permits and licenses required by the State of California, Department of Food and Agriculture, and Los Angeles County, prior to the application of any pesticide.
2. Pesticide applicators (persons) assigned by the Contractor to perform pesticide operations shall have a valid license issued by the State of California Department of Pesticide Regulation Enforcement Branch. Applicators shall maintain valid State certification for categories specific to each pesticide for recommendation or use.
3. Contractor shall provide the City with photocopies of a valid Pest Control License, State Pest Control Advisor's License, State-Qualified Applicator's License for individuals engaged in the transport, and use of all applicable pesticides, herbicides, and insecticides within the areas to be maintained under the provisions of this Contract.
4. Contractor shall be in strict compliance with all pesticide directives and laws governed by the County of Los Angeles and City of Agoura Hills. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list and submit all pesticide use reports to the Los Angeles County Agricultural Commissioner.
5. The Contractor shall notify the City representative three (3) days prior to application of pesticides. Upon completion of the application, the Contractor shall submit to the City representative a copy of all monthly pesticides reports.

6. Chemical weed control at all turf locations shall be performed as a regular service requirement of this Contract to insure areas are kept free of weeds. Chemical weed control in shrub and groundcover planting areas shall only be performed with prior written approval by the City representative.
7. Weed infestation of the turf, shrub, and groundcover areas, may only be controlled with "non-restricted" commercial herbicide(s), as governed by the Los Angeles County Agricultural Commissioner's Office. All herbicide applications must be approved in writing by the City representative. Such authorization shall depend upon the Contractor's submission to the City representative the following information:
 - The exact location(s) where the herbicide is to be used, with the identification of the weed to be controlled.
 - That the herbicide has no harmful effect upon desirable plant materials.
 - That the herbicide shall be applied at the manufacturer's recommended rates and shall conform to manufacturer's application instructions.
8. Inspections of landscaped areas shall be made daily for evidence of disease.
9. If evidence of disease or harmful insects is found, a report shall immediately be submitted to the City representative. The report shall include:
 - The exact location(s) where the disease, harmful insects are prevalent.
 - The Contractor's opinion of the type of disease or insect.
 - The Contractor's recommendation for control and elimination of the disease or harmful insects.
10. All pesticides, herbicides, and insecticides to be used that are designated "restricted" by the State of California Department of Pesticide Regulation shall be approved by the City representative prior to use. A written recommendation of proposed pesticides restricted in California shall include commercial name, concentrations, application rates, and usage. The recommendation shall be prepared by a licensed California Pest Control Advisor and submitted a minimum of 14 days prior to intended use.
11. Pesticides, herbicides, and insecticides shall be applied in a manner to avoid non-target areas.
12. The City reserves the right to reject the use of any pesticide, herbicide, and insecticide at any time, and for any reason of justification as determined by the City representative.

Pest Control

1. The Contractor shall repair any damage to the turf, planter, and groundcover areas caused by pests and rodents. Said repairs shall be done within 24 hours of discovery of the damage, and to the satisfaction of the City.

Soil Aerification

1. All irrigation sprinkler heads, irrigation valve boxes, electrical boxes, and other in-ground amenities shall be flagged and/or marked in order to prevent damage. All damaged materials shall be replaced at the Contractor's expense.
2. Contractor shall be responsible for soil aerification for all open/passive and street median turf areas one (1) time per year by April 15th.

Thatch Removal

1. All irrigation sprinkler heads, irrigation valve boxes, electrical boxes, and other in-ground amenities shall be flagged and/or marked in order to prevent damage. All damaged materials shall be replaced at the Contractor's expense
2. Turf irrigation shall be scheduled to be turned off one (1) week prior to the thatching procedure in order to dry out the turf.
3. The Contractor shall be responsible for the removal of thatch build-up in all open/passive and median turf areas by April 15th
4. All thatched grass shall be picked-up and removed the day it is thatched and/or cut.
5. All open/passive interchange and street median turf areas shall be cut to a height of one and one half (1-½) inches after the thatching procedure has been completed with the use of a rotary mower. The mowing height will be raised to two (2) inches after the first two (2) months.

Maintenance of Plants, Shrubs, and Vines

1. The Contractor shall be responsible for the maintenance and upkeep of shrubs, and groundcover within designated medians, parkways, planters, and slopes as provided.
2. Maintenance of plants, shrubs, and groundcover shall be in accordance with industry standards and practices acceptable to the City, and any later amendments and consistent with the following guidelines:
 - Pruning and trimming for removal of dead, damaged, or diseased parts.
 - Removing "leaf litter" from all plants, shrubs, and groundcover.

- Pruning for shape and form shall include the lifting of low tree branches to prevent hazards.
- Pruning shall be done with clean/sharp tools. Cuts shall be made parallel with the collar, but close enough to allow cambium growth around would, per International Society of Arboriculture (ISA) standards.
- Shrubs shall be pruned monthly, or as often as necessary for a neat appearance to the satisfaction of the City representative. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health. Excessive trimming is prohibited.
- General pruning shall be performed in late winter (January/February). Minor pruning shall be performed any time needed.
- All native and/or perennial plants shall be maintained to display natural growth habits and structure. Dead and woody plant material shall be removed by select pruning on an as-needed basis in order to preserve the aesthetic value of the plant material. Aggressive pruning to increase plant density and promote plant health shall be performed no less than twice annually or as determined by the City representative or maintenance manuals.
- All native grasses such as Miscanthus sp. And Muhlenbergia sp. shall be cut back or sheared to twelve (12) inches and rounded at the end of January.
- Vines shall be pruned to control growth and direction, and shall be prohibited from growing over walls, doors, gates, or other structural facilities. Vines shall be trimmed to the top of the highest block, but beneath the block wall cap and four (4) inches below the top of poured concrete walls.
- Vines shall be checked and secured with appropriate ties as necessary. When necessary, appropriate stakes and/or supports shall be utilized to promote directional growth. Vines shall not be permitted to encroach onto trees.

Tree Maintenance

1. The Contractor shall provide proper watering of all trees, where water is available, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be watered twice per month (1st and 3rd weeks) from March to November; and once per week for all trees with 2-inch caliper or less. Where hoses and/or quick couplers are not available, City will require Contractor to use water truck (or truck with tank) to water these trees.
2. Watering basins shall be properly maintained on all trees on drip irrigation systems. Contractor shall attend a meeting with City's Landscape and/or Oak Tree consultants to determine proper watering levels.
3. Watering of new trees during the establishment period (minimum of two (2) years), shall be watered thoroughly to their root depth. A watering schedule shall

be included in the master schedule. City shall provide locations of trees requiring manual watering on a quarterly basis. The minimum standards shall be followed:

- 1-24 months in the ground: 4 times per month or as necessary.
 - All trees with 2-inch caliper or less: 1 time per week.
 - Additional new trees may be added to the watering schedule at the direction of the City representative.
 - Newly installed trees must be "flood or basin-watered" on top of the root ball to allow the water to infiltrate through the root zone. Unless otherwise specified, the volume of water applied at each location shall be in the range of 10-gallons per inch of trunk diameter measured at 54-inches above natural grade.
4. Tree care is limited to the removal of sucker growth, sprouts, and limbs that obstruct the right-of-way and/or present a potential hazard, originating from the tree trunk, from the ground to the first eight (8) feet. Major tree pruning/removals is done by a separate City contract.
 5. Trimming and pruning shall be performed to the American National Standards Institute (ANSI A300). It is the Contractor's sole responsibility to obtain and practice these pruning standards on all tree work performed. The Contractor agrees to accept all responsibility for the replacement of trees damaged by the Contractor's pruning operations, if so determined by the City that replacement is required.
 6. When necessary, as determined by the City representative, Contractor shall provide and post "No Parking" signs 72 hours in advance of work, except when emergency work is necessary.
 7. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain those positions. The Contractor shall follow the typical tree staking detail.
 8. Weekly inspections shall be made of each tree braced by a tree support to insure that the support is intact, and the tree has not outgrown the support. The minimum standards shall be followed:
 - Tree staking per ANSI A300 Standards.
 - Median trees shall have no branches lower than eight (8) feet from top of curb, or as directed by the City representative. Pruning methods shall provide a natural shape.
 - Tree supports shall be adjusted as necessary to conform to the caliber of the trunk to which it is attached.
 - Tree supports and stakes shall be inspected weekly and removed when the tree has outgrown its support, or as determined by the City representative.
 - Tree supports and stakes shall be replaced or removed, as-needed, or as directed by the City representative.

- Contractor shall inspect weekly all tree wells and remove all broken or unnecessary stakes that create a hazardous condition to the public.
- All tree wells shall be free of weeds at all times.
- Where plastic arbor guards have been installed at base of the tree trunk, Contractor shall maintain and replace as-needed.

Swales and Drains

Contractor shall maintain all swales and/or drains within the landscaped areas on a weekly basis. Operations shall insure swales and drains are maintained free of sand, mud, rocks, and miscellaneous debris so that water will not be impeded.

Weed Control

1. The City requires that the minimum effective amount of treatment is used in all circumstances. All turf grass areas shall be treated for:
 - Broadleaf weeds: Two (2) times per year; once in January/February, and once in September.
 - Trifolium repens- Clover: The use of MSMA (pre-emergent) in late January/February.
 - Poa annua- Annual Bluegrass: Pre-emergent herbicides shall be applied in fall (September) or as recommended by a State of California Department of Food and Agriculture Pest Control Advisor to ensure maximum control.
2. All planter beds, brick dust, decomposed granite, equestrian trails, and hardscape areas shall be kept in a friable (easily-crumble) conditions and free of weeds.
3. Noxious weeds shall not be permitted to grow within the contract areas and shall be completely eradicated and removed by chemical application or physically removed by hoeing, cultivating, or other physical means available on a continuous basis in all landscape sites.
4. Noxious weeds and/or grasses shall include areas between street gutters and street asphalt.

Weed Abatement

1. Contractor shall provide brush and weed clearance for the fire prevention in and around the City of Agoura Hills (see Attachment A). Weeds and brush shall be cut down to under three (3) inches in height. Methods of brush clearance may vary. Weed abatement shall be completed as required to meet the Los Angeles County completion date for total compliance. Contractor shall schedule the work to be performed and meet all requirements. Weed abatement locations subject to change, and additional work not outlined in this agreement shall be subject to Extra Work authorization, if needed.

2. Weed abatement activities are exempt from Rule 403 (Visible Emission Performance) provided that mowing, cutting, or other similar processes are used to maintain maximum weed stubble of three (3) inches above the soil.
3. Recognizing that mowing is not always feasible for weed abatement, an exemption from Rule 403 (Visible Emission Performance Standards) is also included for disking activities provided that:
 - Water is applied to disking; and
 - The disking surface is stabilized after weed abatement activities cease (see Rule 403, clause (g) (1) (H) (ii)).

Mulch

Contractor Install Agromin Walk-On Bark three (3) times per year at City-owned medians and interchanges. The City will purchase and store the bark (if necessary). Prior to installation of the new bark, Contractor and City representative will evaluate the existing bark to determine if it needs to be removed. Contractor shall be responsible for transporting and installing. The City's representative shall work with the contractor to schedule times and locations.

Ladyface Court Roundabout (at Recreation Center Entrance)

On a weekly basis, Contractor shall maintain planter located within Ladyface Court. Work shall include irrigation inspection, plant maintenance, weed removal and replacement as deemed necessary by the City representative.

Canwood Street

Contractor shall maintain specific areas along Canwood Street on a weekly basis. Areas included, but not limited to, sound wall from Western City border to east end of wall; portions of west of Kanan Road to easterly limits of Canwood Street as outlined in City Landscape Atlas including McDonald's planter, vines Caltrans fence, ground cover, and trees along entire roadway until Chesebro Road.

Reyes Adobe Road

The City of Agoura Hills currently has landscape maintenance agreements with approximately fifty (50) private property owners along Reyes Adobe Road north of Canwood Street and south of Thousand Oaks Blvd. These agreements are for the maintenance of the landscaped areas between the CMU wall and the sidewalks on the eastern and western sides of Reyes Adobe Road. On a weekly basis, Contractor shall perform weekly inspection of irrigation system, weed removal, and plant maintenance and replacement as deemed necessary by the City representative. Current site locations are available in the City Landscape Atlas or upon request. Bid amount shall include the maintenance of all properties within this area.

Interchange Maintenance

1. Contractor shall maintain the Kanan Rd., Reyes Adobe Rd, and Chesebro Rd. interchanges, and the pedestrian bridge over the U.S. 101 Freeway as part of the landscape maintenance operations. Interchange maintenance shall occur on a weekly basis to include, but not limited to, all horticultural and irrigation services, maintenance of hardscape surfaces (asphalt/curb lines, stamped concrete, and median noses free from weeds, debris, trash, gum, etc.).
2. Interchange maintenance shall include all medians abutting overpasses, street shoulders, drainage swales, sidewalks, and all other areas identified in the Citywide Landscape Atlas. Actual limitations shall be identified by the City representative.
3. The City plant establishment period for the Chesebro Interchange is expected to conclude December 2020, payment for services as outlined in cost proposal shall be on a pro-rated basis from time City takes over maintenance responsibilities through June 20, 2020.
4. All other tasks listed in the scope-of-work shall apply to the maintenance of the interchanges unless otherwise waived by the City representative.

Park & Ride and Bus Stop Cleaning

On a daily basis, the Contractor shall be responsible for the pick-up of litter and debris in the park & ride lots and bus stops as part of the landscape maintenance operations. All park & ride lots surfaces shall be maintained in such a manner as to keep the site clean and free of all rubbish, litter, debris, weeds, and soil, regardless of the size and quantity. Landscape maintenance shall be subject to requirements listed under interchange maintenance. Trash is to be removed, and liners replaced on a daily basis.

Trash Receptacle Service

1. All trash receptacles shall be emptied five time per week, Monday through Friday.
2. All trash collected daily, shall be removed off-site by the Contractor at their own expense.
3. Contractor shall clean-up any trash that may have collected around trash receptacles.
4. Trash liners shall be provided by the Contractor replaced no less than twice a week, or as necessary. Liners shall be commercial grade (heavy duty), black in color and 1.5 mil. Or better to contain trash without tearing.
5. Trash receptacles shall be cleaned as needed, or as requested by the City representative, but no less than monthly.

6. Any vandalism/damage to trash receptacles shall be reported immediately to the City representative.

Dog Waste Stations

1. Mutt Mitt receptacles shall be emptied on a daily basis. The Contractor shall provide the liners which are to be replaced no less than weekly, or as necessary. Liners shall be commercial grade (heavy duty), black in color and contain trash without tearing.
2. Contractor shall inspect Mutt Mitt dispensers daily and refill dispensers as needed and when less than 25% full. City shall provide Mutt Mitts at City's sole cost.
3. Mutt Mitt receptacles shall be cleaned as needed, or as requested by the City representative, but no less than monthly.

Trash Pick-up

1. Contractor shall on a daily basis provide policing and trash pick-up to remove paper, rocks, glass, trash, undesirable materials, fallen tree branches, and miscellaneous debris. This includes, but not limited to, all hardscape surfaces, developed or undeveloped areas, walkways, roadways, along fence lines, between and around planted areas, steps, planters, drains, catch basins, areas on slopes from the toe to top of city-maintained slopes, and turf areas.
2. Litter shall be removed from all pedestrian, bike lanes, and trails five (5) feet on either side adjacent to developed/undeveloped areas, and City streets daily.

Graffiti

1. On a daily basis, Contractor shall report all graffiti upon detection to the City representative. The City representative shall determine if graffiti requires photographing and police reporting prior to removal. The Contractor shall be responsible for removing graffiti within two (2) hour of observance.
2. Contractor shall provide all labor, equipment, and materials necessary for the satisfactory removal of graffiti on City property and private property at the specific direction of the City representative.
3. Methods of graffiti removal may include wet sandblasting, pressure washing, wire brushing, repainting, or the application of approved solvents. The paint shall be matched as closely as possible to the adjacent surface(s).

4. The site of graffiti removal shall be cleaned of any sand or other debris. No chemicals, paint, or other solvents are permitted to be dispersed in the storm drain system.
5. All materials and processes used in graffiti removal shall not damage applied surfaces and adjacent areas, and shall be approved by the City and CAL-OSHA.
6. Any damage caused by the Contractor through inappropriate cleaning methods or use of unsuitable cleaning materials shall be repaired at the Contractor's sole expense.

City Hall Maintenance

1. Contractor shall provide landscape maintenance services for the Agoura Hills government center located at 30001 Ladyface Ct. Site specific schedules shall include, but not limited to:

Weekly

- Mowing/Edging (Wednesday)
- Parking Lot Cleaning (Monday, Wednesday, Friday)
- Irrigation Inspections (Monday, Wednesday, Friday)
- Weed Control (Monday, Wednesday, Friday)
- Trail, Walkway, and Pathway Maintenance (Monday, Wednesday, Friday)
- Litter Control (Monday, Tuesday, Wednesday, Thursday, Friday)
- Policing of Areas (Monday, Tuesday, Wednesday, Thursday, Friday)

First and Third Wednesday of Each Month

- Pressure Wash Entrances and Trash Receptacles

As Required Under "Scope of Work"

- Trimming
- Fertilization
- Shrub, Ground Cover, and Vine Maintenance
- Mulching
- Tree Maintenance
- Pesticide Application
- Swale and Drain Maintenance

2. Contractor shall have the ability to provide weekend services on an as-needed basis. Said work shall be considered extra work. Tasks and number of laborers shall be approved by City representative prior to start of work.

City Public Works Yard Maintenance

Contractor shall provide irrigation, tree, and weed maintenance services for landscaped slope located within the City's Public Works yard located on Reyes Adobe Road. Contractor shall police area on a weekly basis, and provide maintenance as-needed.

Zuma Ridge Trail

Contractor shall on a monthly basis, inspect and maintain Zuma Ridge Trail which is adjacent to Los Angeles County Flood Control District channel on west and north sides from Driver Avenue to Cornell Road. Maintenance shall include picking up litter or other debris, weed control, raking/repairing any eroded or other hazardous trail conditions. Trials shall be sprayed twice a year for weed control.

Driver Avenue Equestrian Trail

The general maintenance of the Driver Avenue Trail is administered through a separate contract. The Contractor on an as-needed basis, up to four (4) times a year, shall trim trees to provide approximately eight (8) feet of clearance for equestrian riders. Any additional services required will be considered Extra Work, and subject to prior approval from the City's representative.

Bid Alternative- Organic Materials

The City is considering the use of organic fertilization, pesticides, herbicides, and insecticides in lieu of the previously mentioned materials. As part of the "Cost Proposal", Contractor shall include costs for organic fertilizers, pesticides, herbicides, and insecticides for all areas. Additional language within the RFP/RFQ shall include the following under "Scope of Work":

1. The Contractor shall provide aeration as needed in preparation for organic fertilization and renovation.
2. Organic fertilizer will be applied by Contractor to maintain turf. All fertilizer shall be of organic material approved by the City representative in writing prior to use. Contractor shall notify City representative one (1) week prior to intended application date.
3. The organic fertilization schedule shall coincide with the aeration schedule as applicable. A record of organic fertilizations including types, application rates, and dates shall be maintained by the Contractor and presented to City representative upon completion of application.
4. All pesticides, herbicides, and insecticides shall be of organic material approved by the City representative in writing prior to use.
5. All shrub and groundcover areas shall be fertilized quarterly or as needed. Organic fertilizer will be balanced and applied at a rate specified by the manufacturer's recommendation. If needed, foliar feedings shall be used to maintain a health color.

City of Agoura Hills Maintenance Areas

Location	Limits (From)	Limits (To)	Areas to be Maintained	Atlas Page(s)
Agoura Hills City Hall			30001 Ladyface Ct.	7C
Agoura Hills Public Works Yard	Parcel No. 2061-002-904		Trees, slope	7B
Agoura Rd.	Cornell Rd.	Western City Limit	Medians, sidewalks, parkways, slopes, vines	7A, 7B, 7C, 7D, 8A,
Agoura Rd	Cornell Rd.	Eastern City Limit	Medians, sidewalks, shoulders, bus stops	8B, 8C, 8D, 9A,
Canwood St.	Westerly City Limit	End of Soundwall	Planter	5C,
Canwood St.	East of Kanan	Clareton St.	Planter, vines, swale	6E, 6F
Driver Avenue Trail	Colodny Dr.	Easterly Rd.	Tree maintenance	4G, 4H, 4I
Kanan Rd	Southerly City Limit	Thousand Oaks Blvd	Medians, sidewalks, slopes, bus stops	6B, 6C, 6E, 7D,
Kanan Rd	Thousand Oaks Blvd	Northerly City Limit	Medians, sidewalks, planter, shuttle stop	2C, 2F, 2H, 3A, 3C, 3E, 6B
Ladyface Ct. Roundabout	Ladyface Ct.	Ladyface Ct.	Planter	TBD
Liberty Canyon Rd.	Northerly City Limit	Southerly City Limit	Medians, sidewalks, parkway, vines, trash can, mutt mitt	9A, 9B,
Reyes Adobe Rd.	Agoura Rd.	US 101 SB on and off ramps	Median, sidewalk	5D, 7B
Reyes Adobe Rd	Canwood St.	Thousand Oaks Blvd.	Landscaped slopes on private property that have agreements, sidewalks	5B, 5D,
Reyes Adobe Rd	Sumac Elementary Entrance	Sumac Elementary Bridge	Sidewalks, trash can, mutt mitts	1A, 1B
Thousand Oaks Blvd	Carrell Ave	Kanan Rd.	Medians, planter, sidewalks	3E, 6B,
Thousand Oaks Blvd	Kanan Rd	Grey Rock Rd	City-maintained medians, sidewalks, bus stops. Mutt mitts	2H, 6A,
Thousand Oaks Blvd	Grey Rock Rd.	Reyes Adobe Rd.	Sidewalks, bus stops	2G,
Thousand Oaks Blvd	Reyes Adobe Rd.	Westerly City Limit	Medians, sidewalks, alley, bus stops, alley, hanging planters	1D, 5A,
Zuma Ridge Trail	Driver Ave.	Cornell Rd	Trail	4I, 8A, 8B,

Note: The Landscape Atlas is for reference only. Contractor shall be responsible for the physical inspection of the areas to be maintained, and evaluate the extent of labor and materials required to perform these services. While the atlas best reflects the areas to be maintained, the City makes no guarantee all maintenance areas are correctly shown.

Interchange Locations

The following list of areas represent the site locations:

- U.S. 101/Reyes Adobe Interchange
- U.S. 101/Kanan Rd. Interchange
- U.S. 101/Chesebro Interchange
- U.S. 101 Pedestrian Bridge
- Kanan Rd/Roadside Dr. Park & Ride Lot
- Kanan Rd/Canwood St. Park & Ride Lot

Maintenance includes all landscaping on both sides of the on and off ramps. For further information, see project plans available for review at City Hall.

Weed Abatement Locations

Agoura Rd: From Liberty Canyon to Chesebro Road – 20' each side south side of road. Up to Caltrans fence on north side of the road.

Agoura Rd: From Chesebro Road to Kanan Road, various - 5 to 20' both sides

Agoura Rd: From Kanan Rd to western City limits, including median between Agoura Court & Kanan Road, various, both sides 5 to 20', 10' uphill cuts and 5' behind areas with v-ditches.

Agoura Rd: Parcel 2061-029-030 on south side of Agoura Road across from Do-it Center

Argos St: Parcel 2048-011-902 across from south end of Argos Street, east side of parcel along structures facing Clareton Drive

Canwood St: From Reyes Adobe to westerly end of Canwood Street, south side to freeway fence

Canwood St: Reyes Adobe east to Kanan Road, various, 5 to 20' and to freeway fence on south side

Canwood St: Northeast corner of Reyes Adobe and Canwood Street

Canwood St: From Kanan Road to Palo Comado Canyon Road, various, both sides 5 - 20' & to freeway fence. Parcels 2055-003-906 & 2048-017-900 (Canwood & Derry)

Canwood St: From Chesebro to easterly city limit within public right-of-way along Caltrans fence.

Canwood St: From Reyes Adobe Road to Kanan Road

Chesebro Rd: Northern boundary of Agoura Park (Approx. 790' from Driver Avenue on

the west side) to County line, west side 15' from edge of street.

Chesebro Rd: East side slope of gas station within public right-of-way.

Cornell Rd: From Agoura Road to south City limits, various, 5 – 20' & 8' over side

Dorothy Dr: Cul-de-sac at end of Dorothy Dr.

Driver Ave: Parcels 2055-005-046, 47, & 48

Endeavor St: Westerly end of parkway and 8' behind guardrail

Fairview Pl: Various locations north of Driver Avenue

Foothill Dr: Various locations north of Driver Avenue

Fountain Pl: East to Foothill Dr. - Both sides 10'

Jim Bowie Rd: From 3911 Jim Bowie at the southern end to City limit, parkway and 8' behind sidewalk on slope

Hillrise Dr & Kanan Rd: Slope on Hillrise and Kanan Road within public right-of-way

Kanan Rd: Southern City limit to Thousand Oaks Boulevard, 5' behind sidewalk on both sides

Laura La Plante Lewis Road to Agoura Road

Lewis Rd: From Canwood Street to cul-de-sac, both sides

Lewis Rd: From Drive Avenue south to cul-de-sac

Oak Summit Rd: At eastern end of parkway and 8' behind sidewalk on slope

Palo Comado: From Agoura Road to Driver Avenue, within public right-of-way

Renee Dr: 10 Parcels (APNs 2061-021-009 through 2061-021-022)

Reyes Adobe Rd/City Yard: West side along 101 Freeway off-ramp (2061-002-904)

Reyes Adobe Rd/Yerba Buena School: Open Space between Lake Lindero Drive and Yerba Buena Elementary School (2056-001-901)

Roadside Dr: From Kanan Road to Lewis Road, south side to pole line, from edge of street, north side to freeway fence

Thousand Oaks Blvd: Western City limit to Reyes Adobe Road, 5' behind sidewalk on south side

Vejar Dr: Northwest corner @ Vejar Dr. & Cleveland Dr. (2061-028-900 & 901)

Vendell Pl: From Agoura Road to end north side to Freeway fence south side 20'

PARKS SCOPE OF WORK

General

1. Each Contractor must carefully examine the site of the Project, the entirety of the Contract Documents and all Addenda issued. Upon submission of a Proposal, it will be assumed that the Contractor has thoroughly investigated the Work and is satisfied as to the conditions to be encountered and the character, quality, and quantities of Work to be performed and materials to be furnished. Upon Proposal submission, it shall be further assumed that the Contractor is familiar with and agrees to the requirements of the Contract Documents and all Addenda issued. The submission of a Proposal shall be considered conclusive evidence that the Contractor has made such an examination and consents thereto. No information derived from an inspection of records or investigation will in any way relieve the Contractor from his or her obligations under the Contract Documents or any Addenda issued nor entitle the Contractor to any additional compensation. By submitting his or her Proposal, the Contractor agrees not to make any claim against the City based upon ignorance or misunderstanding of any condition of the Work site or of the requirements set forth in the Contract Documents or Addenda. No claim for additional compensation will be allowed which is based on a lack of knowledge of the above items.
2. The City reserves the right to alter and materials and methods for all items listed under this Scope of Work and/or within all maintenance manuals.

Mowing

1. Mowing equipment shall be a power driven rotary type mower, and shall be configured so that the outer edges of the mower blades are covered with protective guards in accordance with the manufacturers design specification. All turf areas are to be maintained weed-free and cut to a height of two (2) inches from the soil grade. Mowing heights may vary for due to special events and conditions approved by the City.
2. Turf shall be mowed weekly, no less than 48 times per year, so that no more than 1/3 of the blade is removed at the time of cutting, but at intervals no less than one week during the active growing season (March through December). Turf mowing at each location shall be completed in one day, and shall be on a schedule approved by the City representative.
3. Mowing patterns shall be alternated each week. Mowing activity shall leave no signs of visible clippings on turf. Turf shall be mowed only when areas are adequately dry and shall not be mowed when turf grass is wet.
4. The Contractor shall thoroughly clean equipment that was used at another site prior to mowing any areas on-site. Mower blades shall be kept sharp at all times.
5. Turf grasses shall be inspected for all potential hazards such as holes, gopher mounds, rocks, glass, nails, or other debris prior to and after each mowing. All hazardous material shall be immediately removed by Contractor. Contractor shall fill holes, knock down and

grade gopher mounds, and re-seed bare areas. Seed shall be identical to the existing turf type.

6. Curbs, gutters, walkways, and all hardscape areas shall be cleaned free of accumulated grass clippings upon completion of each mowing operation. Contractor shall not blow any grass clipping and/or other debris into the street and/or catch basins. Grass clippings shall not be left on any area overnight.
7. Any damage caused by the Contractor's mowing operations shall be repaired immediately by the Contractor at the Contractor's sole expense.

Edging and Trimming

1. Mechanical type edging includes medians, walkways, sidewalks, driveways, curbs, gutters, tree shrubs, and groundcover beds, and shall be performed once per week, and concurrently with mowing at each location.
2. Sprinkler heads shall be kept free of grass to allow for proper operation and coverage. This shall be performed by mechanical methods only, unless otherwise specified by the City.
3. Edging against hardscape shall be extended in a manner that results in a neat well-defined V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade, and shall not exceed ½ inch from the hardscape surface being edged.
4. Tree wells shall be edged concurrently with each mowing and shall be performed by mechanical methods only. All grass shall be removed at least twelve (12) inches from the trunks of trees, and away from the drip line of shrubs.
5. Great care shall be taken to avoid damage to tree bark tissue and roots. Tree damage resulting from Contractor's edging practices shall be replaced by Contractor with a replacement tree at Contractor's expense. Tree replacement size shall be 24" box, and replacement species shall be determined by the City representative.
6. Edging next to retaining walls, fences, and street monument signs shall be done using a power string type trimmer, and shall be completed in a manner to avoid excessive string contact to the exterior surface of retaining walls, fences, monument signs, and all other areas edged with a string type trimmer.
7. Chemical edging is not permissible without express written approval by the City representative.
8. Damage shall be promptly reported to the City representative and repairs made at the Contractor's expense.

Irrigation

1. Irrigation shall be performed as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs, quick couplers, skinner lines, and/or drip systems in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at all times to ensure the health of all plants and to minimize inconvenience to people using the area.
2. Automatic irrigation shall be scheduled for routine watering between 10:00 p.m. to 6:00 a.m. Any water runoff or overflow onto roadway, sidewalk, and hard surface areas shall be kept at an absolute minimum in order to not cause any pedestrian and/or vehicular liabilities.
3. Irrigation water shall be carefully monitored and applied in quantities required by the different plants species, time of year, and other basic environmental factors as determined by the City. The frequency and duration of irrigation shall be determined and monitored by the City representative through the central irrigation controller.
4. The Contractor shall check the effect of the watering program on a weekly basis and notify the City representative of proposed changes. All irrigation schedules shall be determined and coordinated with the Contractor and City representative.
5. It is the Contractor's responsibility to perform weekly inspections after each mowing and make repairs when noticed and notify the City representative of any irrigation problems.
6. The City shall monitor the irrigation of all City landscape areas through the use of a central irrigation controller. The use of ET, wind gauge, and collected historical irrigation data shall be used to determine irrigation requirements for the landscaped areas.
7. The City agrees to pay for the cost of the irrigation materials used in the performance of this work plus 15% mark-up. All irrigation material invoices must accompany all monthly billing invoices. The Contractor shall submit a weekly irrigation log that specifies what irrigation work was performed, work site, and labor hours per site/task.
8. The work to be provided during the thirty (30) hour week by the Irrigation Technician shall include the following: irrigation head adjustments; raising and lowering irrigation heads; raising, lowering, and replacing remote control valves (RCV) and quick coupler boxes; adjusting, removing, and replacing irrigation heads; RCV repairs and replacements; RCV wire trouble-shooting and repair; repair of lateral lines; quick coupler repairs; line flushing; repair of irrigation main and lateral lines; etc. This includes vandalism, accidents, and acts of God.
9. The Contractor shall be required to make the necessary irrigation repairs within 24 hours of being notified of irrigation problem. If the Contractor fails to make the necessary repairs within the allotted time, the Contractor will be assessed a penalty of \$500 per occurrence/violation and the penalty shall be deducted from the monthly invoice.

10. The Contractor is responsible for notifying the City representative of any and all necessary irrigation repairs and malfunctions that cannot be repaired during the normal 40-hour work week, i.e. irrigation mainline repairs, modifications to the existing, irrigation systems, and/or new irrigation installation. All approved extra irrigation repairs shall be performed at the agreed upon irrigation labor rate and cost of materials plus 15% (all material invoices must accompany all billing invoices).
11. The City has the right to prioritize all irrigation work and therefore determine what irrigation work shall be considered extra work as well as what irrigation work shall be scheduled to be performed during the 40-hour work week. All extra irrigation work must be performed by a different Irrigation Technician than the one dedicated to the 30-hour work week unless agreed upon by the City representative.
12. All extra irrigation repairs are to be approved in writing by the City representative before the work is performed. The Contractor shall provide the City with invoices for all irrigation materials used for extra irrigation repairs. All extra irrigation repairs shall be performed at the irrigation labor rate for an Irrigation Technician and/or Additional Laborer plus irrigation materials at costs plus 15% as specified.
13. All irrigation replacement heads and/or parts shall be the same manufacture, model/type, and application rates as approved by the City representative.
14. The Contractor shall be provided with the necessary software that will enable the Contractor to monitor high irrigation water flow on a daily basis and to respond to the alarms or notifications. The Contractor shall be required to provide the necessary hardware that will enable the Contractor to actively monitor the alarm system. At no time, shall the Contractor initiate or change an irrigation schedule without the consent of the City representative.
15. The Contractor shall perform an irrigation check of all turf areas on the same day that a median turf area has been cut. All irrigation checks shall be performed at the irrigation controller on the site.
16. Vandal-proof enclosures for controllers shall be cleaned of rust and dirt at least quarterly to maintain a good appearance. The responsibility of testing and certifying all irrigation backflow prevention devices will be the City's.

Fertilization, Seeding, and Top-Dressing

1. The City representative shall be notified in writing or e-mail two (2) weeks prior to the date of application of fertilizers by the Contractor. Notification shall include application date, location, fertilizer formula, and the amount of fertilizer to be applied at each location.
2. Contractor shall contact City representative in order to count fertilizer bags, and to observe the actual application process. No credit for the application of any fertilizer will be given if these requirements are not take by the Contractor.

3. The following turf fertilizers shall be applied at the following rates on the open/passive turf areas in the interchanges and street medians by the Contractor three (3) times a year.
 - Apply Best 16-4-4 plus 3% iron at the rate of 275 lbs. per acre by January 15th after thatching, cutting, and aeration.
 - Apply Best 16-4-4 plus 3% iron at the rate of 275 lbs. per acre by April 15th after thatching, cutting, and aeration.
 - Apply Best 25-5-5 w/polygon 43 at the rate of 175 lbs. per acre by October 15th.

Planter areas in street medians, and freeway landscapes.

- Apply Best 'Triple Pro' 15-15-15 at the rate of 6 lbs. per 1000 sq ft. by April 15th.
- Apply Best 'Triple Pro' 15-15-15 at the rate of 6 lbs. per 1000 sq ft. by August 15th.

Agoura Hills Recreation and Event Center: All turf areas shall be thatched and overseeded with PERENNIAL RYE GRASS seed at the rate 10 lbs. per 1000 sq ft, and top dressed before November 1st.

The Contractor shall apply the fertilizer in such a manner to insure uniform coverage with minimum overlap. The turf shall be free of moisture at the time fertilizer is applied.

Pesticide, Herbicide, and Insecticide Application

1. All work involving the transport and use of pesticides, herbicides, and insecticides shall be in compliance with Federal, State, and local laws. The Contractor possess all valid permits and licenses required by the State of California, Department of Food and Agriculture, and Los Angeles County, prior to the application of any pesticide.
2. Pesticide applicators (persons) assigned by the Contractor to perform pesticide operations shall have a valid license issued by the State of California Department of Pesticide Regulation Enforcement Branch. Applicators shall maintain valid State certification for categories specific to each pesticide for recommendation or use.
3. Contractor shall provide the City with photocopies of a valid Pest Control License, State Pest Control Advisor's License, State-Qualified Applicator's License for individuals engaged in the transport, and use of all applicable pesticides, herbicides, and insecticides within the areas to be maintained under the provisions of this Contract.
4. Contractor shall be in strict compliance with all pesticide directives and laws governed by the County of Los Angeles and City of Agoura Hills. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list and submit all pesticide use reports to the Los Angeles County Agricultural Commissioner.

5. The Contractor shall notify the City representative three (3) days prior to application of pesticides. Upon completion of the application, the Contractor shall submit to the City representative a copy of all monthly pesticides reports.
6. Chemical weed control at all turf locations shall be performed as a regular service requirement of this Contract to insure areas are kept free of weeds. Chemical weed control in shrub and groundcover planting areas shall only be performed with prior written approval by the City representative.
7. Weed infestation of the turf, shrub, and groundcover areas, may only be controlled with "non-restricted" commercial herbicide(s), as governed by the Los Angeles County Agricultural Commissioner's Office. All herbicide applications must be approved in writing by the City representative. Such authorization shall depend upon the Contractor's submission to the City representative the following information:
 - The exact location(s) where the herbicide is to be used, with the identification of the weed to be controlled.
 - That the herbicide has no harmful effect upon desirable plant materials.
 - That the herbicide shall be applied at the manufacturer's recommended rates and shall conform to manufacturer's application instructions.
8. Inspections of landscaped areas shall be made daily for evidence of disease.
9. If evidence of disease or harmful insects is found, a report shall immediately be submitted to the City representative. The report shall include:
 - The exact location(s) where the disease, harmful insects are prevalent.
 - The Contractor's opinion of the type of disease or insect.
 - The Contractor's recommendation for control and elimination of the disease or harmful insects.
10. All pesticides, herbicides, and insecticides to be used that are designated "restricted" by the State of California Department of Pesticide Regulation shall be approved by the City representative prior to use. A written recommendation of proposed pesticides restricted in California shall include commercial name, concentrations, application rates, and usage. The recommendation shall be prepared by a licensed California Pest Control Advisor and submitted a minimum of 14 days prior to intended use.
11. Pesticides, herbicides, and insecticides shall be applied in a manner to avoid non-target areas.
12. The City reserves the right to reject the use of any pesticide, herbicide, and insecticide at any time, and for any reason of justification as determined by the City representative.

Soil Aerification

1. All irrigation sprinkler heads, irrigation valve boxes, electrical boxes, and other in-ground amenities shall be flagged and/or marked in order to prevent damage. All damaged materials shall be replaced at the Contractor's expense.
2. Contractor shall be responsible for soil aerification for all pak turf areas one (1) time per year by April 15th.

Thatch Removal

1. All irrigation sprinkler heads, irrigation valve boxes, electrical boxes, and other in-ground amenities shall be flagged and/or marked in order to prevent damage. All damaged materials shall be replaced at the Contractor's expense
2. Turf irrigation shall be scheduled to be turned off one (1) week prior to the thatching procedure in order to dry out the turf.
3. The Contractor shall be responsible for the removal of thatch build-up in all open/passive and median turf areas by April 15th
4. All thatched grass shall be picked-up and removed the day it is thatched and/or cut.
5. All open/passive park turf areas shall be cut to a height of one and one half (1-½) inches after the thatching procedure has been completed with the use of a rotary mower. The mowing height will be raised to two (2) inches after the first two (2) months.

Maintenance of Plants, Shrubs, and Vines

1. The Contractor shall be responsible for the maintenance and upkeep of shrubs, and groundcover within designated medians, parkways, planters, and slopes as provided.
2. Maintenance of plants, shrubs, and groundcover shall be in accordance with industry standards and practices acceptable to the City, and any later amendments and consistent with the following guidelines:
 - Pruning and trimming for removal of dead, damaged, or diseased parts.
 - Removing "leaf litter" from all plants, shrubs, and groundcover.
 - Pruning for shape and form shall include the lifting of low tree branches to prevent hazards.
 - Pruning shall be done with clean/sharp tools. Cuts shall be made parallel with the collar, but close enough to allow cambium growth around would, per International Society of Arboriculture (ISA) standards.
 - Shrubs shall be pruned monthly, or as often as necessary for a neat appearance to the satisfaction of the City representative. Pruning shall be done according to

the natural growth of each individual plant to maintain proper plant health. Excessive trimming is prohibited.

- General pruning shall be performed in late winter (January/February). Minor pruning shall be performed any time needed.
- All native and/or perennial plants shall be maintained to display natural growth habits and structure. Dead and woody plant material shall be removed by select pruning on an as-needed basis in order to preserve the aesthetic value of the plant material. Aggressive pruning to increase plant density and promote plant health shall be performed no less than twice annually or as determined by the City representative and available maintenance manual(s).
- All native grasses such as Miscanthus sp. And Muhlenbergia sp. shall be cut back or sheared to twelve (12) inches and rounded at the end of January.
- Vines shall be pruned to control growth and direction, and shall be prohibited from growing over walls, doors, gates, or other structural facilities. Vines shall be trimmed to the top of the highest block, but beneath the block wall cap and four (4) inches below the top of poured concrete walls.
- Vines shall be checked and secured with appropriate ties as necessary. When necessary, appropriate stakes and/or supports shall be utilized to promote directional growth. Vines shall not be permitted to encroach onto trees.

Tree Maintenance

1. The Contractor shall provide proper watering of all trees, where water is available, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be watered twice per month (1st and 3rd weeks) from March to November; and once per week for all trees with 2-inch caliper or less.
2. Watering basins shall be properly maintained on all trees on drip irrigation systems. Contractor shall attend a meeting with City's Landscape and/or Oak Tree consultants to determine proper watering levels.
3. Watering of new trees during the establishment period (minimum of two (2) years), shall be watered thoroughly to their root depth. A watering schedule shall be included in the master schedule. The City will provide locations of trees requiring manual watering on a quarterly basis. The minimum standards shall be followed:
 - 1-24 months in the ground: 4 times per month or as necessary.
 - All trees with 2-inch caliper or less: 1 time per week.
 - Additional new trees may be added to the watering schedule at the direction of the City representative.
 - Newly installed trees must be "flood or basin-watered" on top of the root ball to allow the water to infiltrate through the root zone. Unless otherwise specified, the volume of water applied at each location shall be in the range of 10-gallons per inch of trunk diameter measured at 54-inches above natural grade.

4. Tree care is limited to the removal of sucker growth, sprouts, and limbs that obstruct the right-of-way and/or present a potential hazard, originating from the tree trunk, from the ground to the first eight (8) feet. Major tree pruning/removals is done by a separate City contract.
5. Trimming and pruning shall be performed to the American National Standards Institute (ANSI A300). It is the Contractor's sole responsibility to obtain and practice these pruning standards on all tree work performed. The Contractor agrees to accept all responsibility for the replacement of trees damaged by the Contractor's pruning operations, if so determined by the City that replacement is required.
6. When necessary, as determined by the City representative, Contractor shall provide and post "No Parking" signs 72 hours in advance of work, except when emergency work is necessary.
7. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain those positions. The Contractor shall follow the typical tree staking detail.
8. Weekly inspections shall be made of each tree braced by a tree support to insure that the support is intact, and the tree has not outgrown the support. The minimum standards shall be followed:
 - Tree staking per ANSI A300 Standards.
 - Median trees shall have no branches lower than eight (8) feet from top of curb, or as directed by the City representative. Pruning methods shall provide a natural shape.
 - Tree supports shall be adjusted as necessary to conform to the caliber of the trunk to which it is attached.
 - Tree supports and stakes shall be inspected weekly and removed when the tree has outgrown its support, or as determined by the City representative.
 - Tree supports and stakes shall be replaced or removed, as-needed, or as directed by the City representative.
 - Contractor shall inspect weekly all tree wells and remove all broken or unnecessary stakes that create a hazardous condition to the public.
 - All tree wells shall be free of weeds at all times.
 - Where plastic arbor guards have been installed at base of the tree trunk, Contractor shall maintain and replace as-needed.

Park Maintenance

1. Policing of Areas – All areas will be policed daily (Monday-Saturday) to remove papers, glass and such other accumulated trash.
2. Walkways – Broken or damaged walkways will be the responsibility of the City. Walkways that have been damaged by the Contractor shall be repaired at the Contractor's expense. All hardscapes such as, but not limited to, sidewalks, curb and gutters, medians and median noses, expansion joints and walls adjacent to contract

sites, shall be kept clear of dirt, mud trash and weeds. All concrete playing surfaces shall be kept clean and weed free. Air broom or sweep daily. Brick dust and decomposed granite areas shall be kept free of weeds, trash and debris. Decomposed granite walkways which are found to have erosion, rutting or raveling shall be re-compacted and restored with new material. Material will be provided by the City.

3. Play Area Clean-up - All tot lot areas shall, at all times, maintain a minimum of 12 inches of sand and/or wood fibar around play equipment. Tot lot surface material should be level with concrete ramps into the play area. Fibar shall be kept in a loose condition through rototilling and performed on the last Friday of every month. Areas shall be cleaned daily, Monday through Friday, in such a manner as to eliminate broken glass, nails, sand on synthetic/wood fibar on synthetic play surfaces and/or rubber matting surface and other harmful debris. Sand/wood/fibar shall be checked monthly for proper level (fill) of surface material. Make-up sand/wood fibar shall be furnished and placed upon written authorization of the City's representative (extra). Any vandalism or damage on the tot lot areas shall be reported to the City's representative immediately. The contractor shall note any corrections and/or deficiencies on the daily maintenance log. Standing water in play areas will be pumped as needed or requested by City's representative (included in contract).
4. Picnic Areas – including concrete slabs and tables, shall be washed swept or air broomed on Mondays and Fridays. Barbecues shall be emptied on Mondays and Fridays. All concrete picnic slabs shall be pressure washed the last Friday of each month.
5. All bleachers and dugout areas shall be swept or air broomed every Tuesday and Friday. Hose washed on the first Monday of every month.
6. Outfields – Contractor shall maintain and repair all outfield turf in satisfactory condition. Contractor at the direction of the City's representative shall fill in all depressions that are the result of use, reseed, and top-dress. All athletic field turf renovations shall be scheduled so as to not disrupt scheduled recreational events. All designated athletic fields shall be inspected on Monday and repairs made on Wednesday. All labor and materials shall be billed as an extra.
7. The Contractor shall be responsible for the maintenance, repair, and installation of park amenities such as park marquees, park signage, sign posts, trash receptacles, holders, and kiosks. The Contractor shall provide the City with invoices for all materials used for park amenity maintenance plus 15%.
8. The Contractor shall repair any damage to the turf, planter, and groundcover areas caused by pests and rodents. Said repairs shall be done within 24 hours of discovery of the damage, and to the satisfaction of the City.

Restroom Maintenance

1. Restrooms are to be cleaned thoroughly on a daily basis, Monday through Saturday.

Any equipment that has been vandalized or is in need of repair shall be reported to the City's representative immediately.

2. All restroom facilities shall be cleaned and in operation no later than 9:00AM each day. The contractor is responsible for thoroughly performing each item listed:
 - Pickup and disposal of litter.
 - Wash floor surface using an approved detergent and disinfectant. Dry the floor with a dry mop before opening for traffic.
 - Disinfect and sanitize sinks, urinals and commodes.
 - Provide and restore all paper products and necessary sanitary supplies.
 - Wash walls and ceiling as needed to keep free of all debris and graffiti.
3. In addition to this regular service, the Contractor will be called out for up to 10 maintenance service visits per year. These will be 8 hour shifts. These are to be performed on Saturdays and/or Sunday mornings, and will coincide with Labor Day/Memorial Day weekends and special Saturday and/or Sunday events planned by the City that generally occur in the Spring and Summer. The Contractor will be given a two-week minimum notice to provide the service before each event.

Athletic Field Fertilization

1. All designated athletic fields shall be fertilized a minimum of four (4) times per year or as requested by the City's representative. The turf fertilizers shall be applied at the following rates on designated athletic fields at Chumash Park (1.4 acres), Forest Cove Park (1.4 acres), and Old Agoura Park (1.4 acres).
 - Apply Best 6-20-20 XB at the rate of 350 lbs. per acre by January 15th
 - Apply Best 'Soil Buster' at the rate of 900 lbs. per acre and Best 'Iron Supreme' 16-4-4 plus 3% iron at the rate of 275 lbs. per acre by April 1st after thatching, cutting, and aeration.
 - Apply Best 16-6-8 at the rate of 275 lbs. per acre by May 15th.
 - Apply Best 25-5-5 w/Polygon 43 at the rate of 175 lbs. per acre by July 1st
 - Apply Best 'Pro Prills' 12-8-16 at the rate of 350 lbs. per acre by October 1st
 - Apply Best 6-20-20 XB at the rate of 350 lbs. per acre by November 15th
2. Planter areas in parks and facilities:
 - Apply Best 'Triple Pro' 15-15-15 at the rate of 6 lbs. per 1000 sq ft. by April 15th.
3. Over-seeding and top dressing of designated athletic fields at Forest Cove Park, Chumash Park and Old Agoura Park.

3. All grass seed used for over-seeding the designated athletic fields shall be 'Ball Field Mix Number 2-A' from Agrono-Tec Seed Company. Any substitute to this seed needs to be approved in advance by City representative.
4. Under this Agreement the Contractor shall perform the following at the designated softball field at Chumash Park, Old Agoura Park and Forest Cove Park; install a temporary chain linked fence around the entire footprint of the designated softball field; apply a 5% solution of approved herbicide over the entire footprint of the designated ball fields, de-thatch the turf area to the satisfaction of the City's representative; remove and dispose of turf debris; mow the turf to one (1) inch height; fill-in depressions; aerate turf; apply 900 lbs per acre of Best "Turf Buster"; and apply 400 lbs. per acre of 'Ball Field Mix Number 2-A' as well as apply top dressing of 1/8 inch thickness of organic topper or 16.8 cubic yards of topper per acre.
5. The turf renovation and over-seeding of the designated athletic field at Chumash Park will extend from home plate 270 LF down the first base line, 270 LF down the third base line, including 16 feet on either side of the foul lines is approximately and is approximately 1.4 acres. The designated athletic field shall require 504 lbs. of seed mixture and 23.5 cubic yards of organic topper. The City may choose to renovate other park turf area in lieu of the athletic fields. This would be in equivalent size.
6. The following turf renovation sample schedule for the softball fields at Chumash Park, Forest Cove Park and Old Agoura Park shall be performed each year during this Agreement as follows: (approximate)
 - Last Monday in November, application of herbicide and shut off irrigation
 - Second Thursday of December, 2nd application of herbicide
 - Third Monday in December, installation of temporary chain linked fence
 - Third week of December - begin de-thatching
 - Third week of December - aeration and application of "Turf Buster"
 - Third week of December - over-seeding, top dressing, and schedule irrigation.
 - First week of January - first mowing at one (1) inch in height
 - First Friday of February, removal of temporary chain linked fence
7. Contractor shall install temporary chain link fence on the softball fields at Forest Cove, Chumash Parks and Old Agoura Park from/on/around December 12 until the day preceding the scheduled opening day of the winter softball league.
8. All athletic fields shall be over-seeded and top dressed two (2) times per year, on or about May 15 and on or about August 15 with "Ball Field Mix Number 2-A" at an application rate of 200 lbs. per acre. The over seeding and top dressing of the athletic fields shall be coordinated with the Recreation Department so as not to disrupted any scheduled events. Chumash Park, Forest Cove Park and Old Agoura designated athletic will require the application of approximately 280 lbs. of seed and 23.5 cubic yards of organic topper.

Medea Creek

1. Contractor shall police area on a daily basis.
2. General clean-up of landscaped areas, weeding of trails and slopes, air sweeping paved surfaces, litter removal, graffiti removal, and irrigation inspections and repairs as needed.
3. All landscape methods and materials shall be in accordance with maintenance manual unless otherwise approved by the City representative.

Trash Removal

1. All areas, including drainage inlets, pipes, playground, planters, walkways, parking lots, turf grass, bleachers, dug-outs, sidewalks, and picnic areas shall be kept free of all leaf debris, trimmings, grass cuttings, and litter, including broken glass or other such debris.
2. All individual trash and recyclables receptacles shall be maintained in a good working order, clean, safe and in a sanitary condition at all times. Contractor shall be responsible for emptying these containers on a specific schedule (to be coordinated upon award of contract).
3. No storage facilities will be provided for this purpose. The City of Agoura Hills will in no way be responsible for storage of trash or disposal of same. Leaves, grass clippings, branches, weeds, and all other landscape debris accumulated from the maintenance operations shall be disposed of off-site the same day the landscape debris is accumulated.
4. The contractor shall respond within one (1) hour to the City's direction regarding litter pick-up.

Trash Receptacle Service

1. All trash receptacles shall be emptied six times per week, Monday through Saturday.
2. All trash collected daily, shall be removed off-site by the Contractor at their own expense.
3. Contractor shall clean-up any trash that may have collected around trash receptacles.
4. Trash liners shall be provided by the Contractor replaced no less than twice a week, or as necessary. Liners shall be commercial grade (heavy duty), black in color and 1.5 mil. or better to contain trash without tearing.
5. Trash receptacles shall be cleaned as needed, or as requested by the City representative, but no less than monthly.
6. Any vandalism/damage to trash receptacles shall be reported immediately to the City representative.

7. The City reserves the right to alter the schedule to Sunday through Friday if needed during higher use seasons.

Ball Diamond Maintenance – (Chumash, Forest Cove, and Old Agoura Parks)

The Contractor shall provide the following for maintenance of the ball diamonds:

- Water, drag then re-water the entire infield weekly. (Friday)
- Level and maintain the infield as needed to insure the safety of the users.
- Keep the height of the infield mix one inch below the concrete edge at all times.
- Maintenance of the infield sprinklers, dugouts, base anchors, home plate, dugout covers, batter box repair, pitching rubber, etc. is to be performed as needed.
- Maintain the foul lines, co-ed line, and outfield lines with white paint/chalk and apply as needed. Materials to be provided by Contractor.
- Rip, re-grade and level the infield as required to provide a safe playing surface.
- Repair batter's box and pitching mounds as needed.
- Repair and/or replace base anchors as needed. City to provide materials, contractor to supply labor.
- Adjust and/or repair sprinklers as needed.
- Weed infield as needed
- Purchase and install line paint/chalk as needed.
- Maintain and replace the backstop pads. City will provide supplies, contractor to supply labor.
- Maintain a clean edge between the turf and outfield. Add amendment/ infield mix at contractor's expense as needed.

Agoura High School Tennis Courts

On a weekly basis, the Contractor shall conduct air brooming and litter removal of tennis courts at Agoura High School Campus.

Parking Lot Cleaning

1. The Contractor shall be responsible for pick-up of litter and debris in the parking lots as the result of the landscape maintenance operations.
2. All parking lot surfaces shall be maintained daily in such a manner as to keep the site clean and free of all rubbish, litter, debris, weeds, and soil, regardless of the size and quantity.

Drinking Fountains

1. Inspect and clean all drinking fountains daily. Check for and remove sand, debris, mineral deposits, etc., and spray fountain with approved detergent disinfectant. Scrub with sponge; rinse thoroughly; wipe dry.

2. Malfunctions that include, but are not limited to, clogs or obstructions in drains and lines are to be repaired by the Contractor.
3. Any major repairs to the drinking fountains not caused by the Contractor (excluding the unclogging of drinking fountain drains), including replacement of parts, will be repaired by the City. Any repairs caused by the Contractor's operations shall be at the sole expense of the Contractor.

Swales and Drains

Contractor shall maintain all swales and/or drains within the landscaped areas on a weekly basis. Operations shall insure swales and drains are maintained free of sand, mud, rocks, and miscellaneous debris so that water will not be impeded.

Weed Control

- The City requires that the minimum effective amount of treatment is used in all circumstances. All turf grass areas shall be treated for:
 - Broadleaf weeds: Two (2) times per year; once in January/February, and once in September.
 - Trifolium repens- Clover: The use of MSMA (pre-emergent) in late January/February.
 - Poa annua- Annual Bluegrass: Pre-emergent herbicides shall be applied in fall (September) or as recommended by a State of California Department of Food and Agriculture Pest Control Advisor to ensure maximum control.
- All planter beds, brick dust, decomposed granite, equestrian trails, and hardscape areas shall be kept in a friable (easily-crumble) conditions and free of weeds.
- Noxious weeds shall not be permitted to grow within the contract areas and shall be completely eradicated and removed by chemical application or physically removed by hoeing, cultivating, or other physical means available on a continuous basis in all landscape sites.
- Noxious weeds and/or grasses shall include areas between street gutters and street asphalt.

Weed Abatement

1. Contractor shall provide brush and weed clearance for the fire prevention in and around the slopes at Chumash Park, Forest Cove Park, Morrison Park, Sumac Park and Reyes Adobe Park and the Agoura Hills Recreation and Event Center. Weeds and brush shall be cut down to under three (3) inches in height. Methods of brush clearance may vary. Weed abatement shall be completed as required to meet the Los Angeles County completion date for total compliance. Contractor shall schedule the work to be performed

- and meet all requirements. Weed abatement locations subject to change, and additional work not outlined in this agreement shall be subject to Extra Work authorization, if needed.
2. Weed abatement activities are exempt from Rule 403 (Visible Emission Performance) provided that mowing, cutting, or other similar processes are used to maintain maximum weed stubble of three (3) inches above the soil.
 3. Recognizing that mowing is not always feasible for weed abatement, an exemption from Rule 403 (Visible Emission Performance Standards) is also included for disking activities provided that:
 - Water is applied to disking; and
 - The disking surface is stabilized after weed abatement activities cease (see Rule 403, clause (g) (1) (H) (ii)).

Dog Waste Stations

1. Mutt Mitt receptacles shall be emptied on a daily basis. The Contractor shall provide the liners which are to be replaced no less than weekly, or as necessary. Liners shall be commercial grade (heavy duty), black in color and contain trash without tearing.
2. Contractor shall inspect Mutt Mitt dispensers daily and refill dispensers as needed and when less than 25% full. City shall provide Mutt Mitts at City's sole cost.
3. Mutt Mitt receptacles shall be cleaned as needed, or as requested by the City representative, but no less than monthly.

Graffiti

1. On a daily basis, Contractor shall report all graffiti upon detection to the City representative. The City representative shall determine if graffiti requires photographing and police reporting prior to removal. The Contractor shall be responsible for removing graffiti within two (2) hour of observance.
2. Contractor shall provide all labor, equipment, and materials necessary for the satisfactory removal of graffiti on City property and private property at the specific direction of the City representative.
3. Methods of graffiti removal may include wet sandblasting, pressure washing, wire brushing, repainting, or the application of approved solvents. The paint shall be matched as closely as possible to the adjacent surface(s).
4. The site of graffiti removal shall be cleaned of any sand or other debris. No chemicals, paint, or other solvents are permitted to be dispersed in the storm drain system.
5. All materials and processes used in graffiti removal shall not damage applied surfaces and adjacent areas, and shall be approved by the City and CAL-OSHA.

6. Any damage caused by the Contractor through inappropriate cleaning methods or use of unsuitable cleaning materials shall be repaired at the Contractor's sole expense.

Electrical Systems

The Contractor shall be responsible for notifying the City's representative whenever damage or failure occurs to any lighting fixture, luminary, ballast, bulb, or electronic restroom door locking system on the premises of the various work sites. The City shall have the responsibility to repair damages to the electrical system not caused by the Contractor.

Reyes Adobe Historical Site

- A minimum of two (2) times per week, Contractor shall maintain the landscaped grounds the Reyes Adobe Historical Site. Site specific schedule shall include, but not limited to:
 - Trimming of Plants and Shrubs
 - Raking and Air Brooming
 - Irrigation checks and repairs
 - Tree Maintenance (as described under Tree Maintenance Section)
 - Trash removal
 - Replacing Stacked Rocks and Clear Debris from Man-Made Creek on property (as-needed)
- Once per year (August/September) Contractor shall provide labor and equipment to install decomposed granite throughout the grounds of the Historical Site. This includes leveling and compacting the decomposed granite. The City shall supply all material to be installed.

Recreation & Event Center

1. Contractor shall provide landscape maintenance services for the Agoura Hills Recreation and Event Center located at 29900 Ladyface Ct. Site specific schedules shall include, but not limited to:

Weekly

- Mowing/Edging (Friday)
- Parking Lot Cleaning (Monday, Wednesday, Friday)
- Irrigation Inspections (Monday, Wednesday, Friday)
- Weed Maintenance (Monday, Wednesday, Friday)
- Trail, Walkway, and Pathway Maintenance (Monday, Wednesday, Friday)
- Trash Pick-up (Monday, Wednesday, Friday)
- Policing of Areas (Monday, Wednesday, Friday)
- Cleaning play equipment, tables, chairs, barbeque/counter, and signage (Monday, Wednesday, Friday)
- Pressure washing all hardscape areas (entrances, exits, decks, sidewalks, staircases, patios, and trash receptacles (Wednesday)

First and Third Wednesday of Each Month

- Pressure Wash Entrances and Trash Receptacles (Every first and third Monday of the month)

As Required Under "Scope of Work"

- Trimming
 - Fertilization
 - Shrub, Ground Cover, and Vine Maintenance
 - Mulching
 - Tree Maintenance
 - Pesticide Application
 - Swale and Drain Maintenance
2. Contractor shall have the ability to provide weekend services to the Agoura Hills Recreation and Event Center on an as-needed basis. Said work shall be considered extra work. Tasks and number of laborers shall be approved by City representative prior to start of work.
 3. Install Agromin Walk-On Bark two (2) times per year at Recreation and Event Center. The City will purchase and store the bark (if necessary). Contractor shall be responsible for transporting and installing. The City's representative shall work with the contractor to schedule times and locations.
 4. The Contractor shall repair any damage to the turf, planter, and groundcover areas caused by pests and rodents. Said repairs shall be done within 24 hours of discovery of the damage, and to the satisfaction of the City.

Bid Alternative- Organic Materials

The City is considering the use of organic fertilization, pesticides, herbicides, and insecticides in lieu of the previously mentioned materials. As part of the "Cost Proposal", Contractor shall include costs for organic fertilizers, pesticides, herbicides, and insecticides for all areas. Additional language within the RFP/RFQ shall include the following under "Scope of Work":

1. The Contractor shall provide aeration as needed in preparation for organic fertilization and renovation.
2. Organic fertilizer will be applied by Contractor to maintain turf. All fertilizer shall be of organic material approved by the City representative in writing prior to use. Contractor shall notify City representative one (1) week prior to intended application date.
3. The organic fertilization schedule shall coincide with the aeration schedule as applicable. A record of organic fertilizations including types, application rates, and dates shall be maintained by the Contractor and presented to City representative upon completion of application.

4. All pesticides, herbicides, and insecticides shall be of organic material approved by the City representative in writing prior to use.
5. All shrub and groundcover areas shall be fertilized quarterly or as needed. Organic fertilizer will be balanced and applied at a rate specified by the manufacturer's recommendation. If needed, foliar feedings shall be used to maintain a health color.

Attachment A

City of Agoura Hills Maintenance Areas

(Park acreage is approximate only)

1. **Old Agoura Park/Equestrian Center** – 10 acres
5301 Chesebro Road
3.30 acres of open/passive turf
2923 LF of mowband, hardscape, and/or wood edge within the park
2. **Chumash Park** – 12 acres
55550 Medea Valley Drive
7.1 open/passive acres of turf
1.4 acres of designated athletic field
2.75 acres of slope
4,389 LF of mowband, hardscape, along sidewalks, and/or wood edge within the park
0.75 acre amenities
3. **Forest Cove Park** - 9.75 acres
5451 Forest Cove Lane
3.3 acres of open/passive turf
1.4 acres of athletic field
3,587 LF of mowband, hardscape, along sidewalks, and/or wood edge with the park
4. **Morrison Park** - 4.32 acres
Thousand Oaks Blvd. & Forest Cone Lane
1.24 acres of open/passive turf
4,645 LF of mowband, hardscape, along sidewalks, and/ or wood edge within the park
5. **Reyes Adobe Park** - 3.6 acres
30400 Rainbow Crest Drive
2.6 acres of open/passive turf
2,151 LF of mowband, hardscape, along sidewalks, and/or wood edge within the park
6. **Sumac Park** - 3.56 acres
6000 Calmfield Avenue
2.0 acres of open/passive turf
3,763 LF of mowband, hardscape, along sidewalks sand/or wood edge 0
.11 acre of turf within the parkway
4,790 LF of parkway edging
7. **Medea creek (attached to Chumash Park)**
Landscaped areas, trail maintenance, litter removal from slope and water

8. **Agoura High School Tennis Courts**
Weekly air brooming, litter removal of Tennis courts at Agoura High School Campus
9. **Reyes Adobe Historic Site/Structure -**
.75 acre of planter area
10. **Agoura Hills Recreation and Event Center**
2.2 acre of slope and parking lot planter area
1 acre of turf area

EXHIBIT B

PAYMENT RATES AND SCHEDULE

Attachment B
Schedule of Payments

Complete Fee Schedule Forms for landscape maintenance services, by location, as outlined in the specifications. All areas shall be monthly lump sums with the exception of weed abatement, mulching, and color change outs. The Fee Schedule Forms must be submitted in a sealed envelope clearly identified and marked "Citywide Landscape Maintenance Services. Cost Proposal". EVERY CONTRACTOR MUST BID ON EACH SITE IDENTIFIED WITHIN THE EXHIBIT. Omission of any site costs may be basis for rejection of the entire exhibit proposal.

The Contractor agrees that for the work and services, including supplies and equipment, pertaining to the Landscape Maintenance Services and required to be furnished by the Contractor to the City, that the City agrees to pay the Contractor, and the Contractor agrees to accept and receive as payment in full the fees as set forth below for each City contract area as follows:

Item No.	Description	Monthly Amount	Annual Amount	Bid Alternative Organic Monthly Amount	Bid Alternative Organic Annual Amount
1.	Agoura Hills City Hall	\$1,033	\$12,396	\$	\$
2.	Agoura Hills Public Works Yard	\$ 232	\$ 2,784	\$	\$
3.	Agoura Road	\$ 696	\$ 8,352	\$	\$
4.	Canwood Street	\$ 464	\$ 5,568	\$	\$
5.	Kanan Road	\$490	\$ 5,880	\$	\$
6.	Liberty Canyon Rd	\$130	\$ 1,560	\$	\$
7.	Reyes Adobe Road	\$ 12	\$ 144	\$	\$
8.	Thousand Oaks Blvd.	\$ 1,160	\$ 13,920	\$	\$
9.	Tree Maintenance	\$ 232	\$ 2,784	\$	\$
10.	U.S.101/Reyes Adobe Rd. Interchange	\$ 2,088	\$ 25,056	\$	\$

Item No.	Description	Monthly Amount	Annual Amount	Bid Alternative Organic Monthly Amount	Bid Alternative Organic Annual Amount
11.	U.S.101/Kanan Rd. Interchange	\$ 2,088	\$ 25,056	\$	\$
12.	U.S.101/Chesebro Road. Interchange	\$ 4,639	\$ 55,668	\$	\$
13.	Park & Ride Lots	\$ 4,639	\$ 55,668	\$	\$
14.	Bus Stop Maintenance	\$ 904	\$ 10,848	N/A	N/A
15.	Trash Receptacle & Mutt Mitt Services	\$ 1,126	\$ 13,512	N/A	N/A
16.	Litter Control	\$ 928	\$ 11,136	N/A	N/A
17.	Zuma Ridge Trail	\$ 464	\$ 5,568	\$	\$
18.	Ladyface Ct. Roundabout	\$ 232	\$ 2,784	\$	\$
19.	Weed Abatement	N/A	\$ 9,742	N/A	N/A
20.	Bark (All areas, 3x/yr.)	N/A	\$ 5,565	N/A	N/A
21.	Color Change (City Hall 4x/yr.)	N/A	\$ 3,920		
22.	Color Change (Kanan/US101 4x/yr.)	N/A	\$ 2,800		
23.	Driver Avenue Trail	N/A	\$ 4,327	N/A	N/A

Total Annual Amount

\$ 285,038

Bid Alternative

Total Amount for Organics

\$

Attachment B
Schedule of Payments

Complete Fee Schedule Forms for landscape maintenance services, by location, as outlined in the specifications. All areas shall be monthly lump sums with the exception of weed abatement, mulching, and color change outs. The Fee Schedule Forms must be submitted in a sealed envelope clearly identified and marked "Citywide Landscape Maintenance Services. Cost Proposal". EVERY CONTRACTOR MUST BID ON EACH SITE IDENTIFIED WITHIN THE EXHIBIT. Omission of any site costs may be basis for rejection of the entire exhibit proposal.

The Contractor agrees that for the work and services, including supplies and equipment, pertaining to the Landscape Maintenance Services and required to be furnished by the Contractor to the City, that the City agrees to pay the Contractor, and the Contractor agrees to accept and receive as payment in full the fees as set forth below for each City contract area as follows:

Item No.	Description	Monthly Amount	Annual Amount	Bid Alternative Organic Monthly Amount	Bid Alternative Organic Annual Amount
1.	Agoura Hills Rec. & Event Center	\$2,742	\$ 32,904	\$	\$
2.	Old Agoura Park	\$3,655	\$ 43,860	\$	\$
3.	Chumash Park/Medea Creek Site	\$7,311	\$ 87,732	\$	\$
4.	Forest Cove Park	\$4,265	\$ 51,180	\$	\$
5.	Morrison Park	\$3,351	\$ 40,212	\$	\$
6.	Reyes Adobe Park	\$ 3,046	\$ 36,552	\$	\$
7.	Reyes Adobe Historical Site	\$1,675	\$ 20,100	\$	\$
8.	Sumac Park	\$ 2,132	\$25,584	\$	\$
9.	Agoura High Tennis Courts	\$457	\$ 5,484	\$	\$
10.	Ballfield Maintenance/Turf Repair (Annual)	N/A	\$18,273	N/A	\$
11.	Mulch	N/A	\$3,655	N/A	\$