

## REPORT TO CITY COUNCIL

**DATE: MAY 14, 2008**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: GREG RAMIREZ, CITY MANAGER**

**BY: RAMIRO ADEVA, CITY ENGINEER**

**SUBJECT: REQUEST FOR APPROVAL OF AN AGREEMENT WITH DIRECT LANDSCAPE MAINTENANCE, FOR FY 2008-11 CITYWIDE LANDSCAPE AND MAINTENANCE CONTRACT**

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On March 26, 2008, the City Council authorized staff to solicit proposals from qualified firms for the citywide landscape services contract. The current contract with Quality Landscape Care has been in place for four years and staff felt that it was appropriate to provide an equal opportunity for other qualified firms to compete for the contract.

On April 30, 2008, staff received proposals from four prospective firms. Following is a list of firms, listed in order with respect to their cost proposals.

<b>Firm</b>	<b>Proposed Cost Per Year</b>
Direct Landscape Maintenance	\$285,588
Quality Landscape Care	\$300,564
Azteca Landscape	\$301,584
Tri-Valley Landscape Maintenance	\$483,060

The scope of work for the contract includes, among other things, landscape and maintenance services for the City parks, median islands, roadway landscape, City Hall, and the Historic Reyes Adobe site. Based on discussions regarding overall qualifications, reference checks, and cost, staff feels confident in recommending the contract be awarded to Direct Landscape Maintenance.

Staff has reviewed Direct Landscape Maintenance's fee proposal (see attached) which is comparable to the other submitted proposals, and quite favorable for the City. The new three-year contract is scheduled to begin on July 1, 2008, and allows for two optional one-year extensions, upon mutual consent of both parties.

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

## **RECOMMENDATION**

Staff respectfully recommends the City Council:

1. Approve the professional services agreement with Direct Landscape Maintenance, for the FY 2008-11 Citywide Landscape and Maintenance services contract; and
2. Authorize the Mayor to sign the agreement on behalf of the City Council.

Attachment: Professional Services Agreement (PSR)  
Fee Proposal

AGREEMENT FOR CONSULTING SERVICES  
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT:	Direct Landscape and Maintenance
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Holly Underwood Owner
CONSULTANT'S ADDRESS:	594 Calle Jazmin Thousand Oaks, CA 91360
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attention: City Manager
COMMENCEMENT DATE:	July 1, 2008
TERMINATION DATE:	June 30, 2011
CONSIDERATION:	Not to exceed \$350,000/Year



**AGREEMENT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF AGOURA HILLS AND  
DIRECT LANDSCAPE AND MAINTENANCE**

**THIS AGREEMENT** is made and effective as of May 15, 2008, between the City of Agoura Hills, a municipal corporation ("City") and Direct Landscape and Maintenance, ("Consultant"). 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, 2008 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2011, unless sooner terminated pursuant to the provisions of this Agreement.

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

3. **PERFORMANCE**. Consultant shall at all time faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PAYMENT**.

A. The City agrees to pay consultant 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 \$318,000.00 ("contract price") for the initial term of the agreement unless additional payment is approved as provided in this Agreement.

B. Consultant 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. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Contract Price but in no event shall the total compensation exceed Thirty-Two Thousand dollars (\$32,000.00). Any additional work in excess of this amount shall be approved by the City Council.

C. Consultant will 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 consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

**5. 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 consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant 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 Consultant 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 Consultant will submit an invoice to the City pursuant to Section 4.

**6. DEFAULT OF CONSULTANT**

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

B. If the City Manager or his or her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have (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 Consultant 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.

**7. OWNERSHIP OF DOCUMENTS**

A. Consultant 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. Consultant 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. Consultant 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 Consultant. With respect to computer files containing data generated for the work, Consultant 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.

**8. INDEMNIFICATION.** The Consultant agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City.

**9. INSURANCE REQUIREMENTS.** Consultant shall procure and maintain for the duration of the contract 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 Consultant, 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.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant 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 Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

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

1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. 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: \$2,000,000 per accident for bodily injury and property damage.

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.

4) Professional Liability coverage: Two million (\$2,000,000) per claim and in aggregate.

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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. 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 as insured's as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. 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 Consultant'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 Consultant'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 Consultant'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 by certified mail, return receipt requested, has been given to the City.

E. 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.

F. Verification of Coverage. Consultant shall furnish the City with original endorsements 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 provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

## **10. INDEPENDENT CONTRACTOR**

A. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant 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 the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

**11. LEGAL RESPONSIBILITIES.** The Consultant 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 Consultant 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 Consultant to comply with this section.

## **12. RELEASE OF INFORMATION**

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, 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 Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors 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 Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. 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.

**13. 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 Consultant: **Direct Landscape and Maintenance  
594 Calle Jazmin  
Thousand Oaks, CA 91360  
Holly Underwood, Owner**

**14. ASSIGNMENT.** The Consultant 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, Consultant'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 Consultant.

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

**16. GOVERNING LAW.** The City and Consultant 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.

**17. 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 Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant 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 Consultant or Consultant's sub-contractors on this project. Consultant 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.

**18. 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.

**19. AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant 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**

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John M. Edelston,  
Mayor

ATTEST:

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Kimberly M. Rodrigues, CMC  
City Clerk

APPROVED AS TO FORM:

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Craig A. Steele,  
City Attorney

**CONSULTANT**

Direct Landscape and Maintenance  
594 Calle Jazmin  
Thousand Oaks, CA 91360  
Holly Underwood, Owner  
(805) 449-1017  
(805) 496-6170

By: \_\_\_\_\_  
Name: Holly Underwood  
Title: Owner

By: \_\_\_\_\_  
Name:  
Title:

**[Signatures of Two Corporate Officers Required]**

**EXHIBIT A**

**TASKS TO BE PERFORMED**

*The specific elements (scope of work) are attached*

**EXHIBIT B**  
**PAYMENT RATES AND SCHEDULE**

**EXHIBIT A**

**TASKS TO BE PERFORMED**

*The specific elements (scope of work) are attached*

**CITY OF AGOURA HILLS  
REQUEST FOR PROPOSAL**

**CITYWIDE LANDSCAPE AND MAINTENANCE SERVICES**

**EXHIBIT "A"  
SCOPE OF SERVICES**

**MAINTENANCE SPECIFICATIONS  
FOR ALL DESIGNATED AREAS**

**GENERAL CONDITIONS**

1. It is the intent of these specifications to present and maintain all areas as outlined in a thorough and workmanlike manner for public use. As described in this document, the term "City Engineer" shall mean the City Engineer of the City of Agoura Hills or the City Engineer's designate representative.

2. OBLIGATIONS OF THE CONTRACTOR

The Contractor, at his sole cost and expense, shall perform all labor and services and furnish all the materials, tools, equipment, supplies, transportation, as necessary for the performance of the scheduled work in accordance with these specifications. Unscheduled work, except for an emergency situation, shall be authorized by City's representative and shall be performed by the Contractor who then shall be compensated by the City based on the unscheduled work form proposal submitted by the Contractor. Any items not covered on the proposal for unscheduled work will be based on actual material costs or by competitive bid. The unscheduled work form proposal submitted by the contractor shall be a part of any agreement.

3. WORKMANSHIP

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

4. SAFETY

The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations.

5. INTERFERENCE

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.

6. WORK SCHEDULES

Maintenance services shall be provided on a weekly basis, Monday through Friday, between the hours of 7:00 a.m. and 3:30 p.m. The Contractor shall provide to the City's representative for approval a detailed weekly/monthly/annual landscape maintenance calendar schedule specifically indicating which days of the week or months specific tasks

of the Agreement such as mowing, edging, litter pick-up, restroom clean-up, fertilizing, de-thatching etc. are to be performed. 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. LIABILITY FOR DAMAGES

The Contractor shall be fully responsible for any and all damage done to City property that resulted from the Contractor's operations. This shall include, but is not limited to, the repair, removal and replacement, at Contractor's expense, of shrubs, trees, vines, turf grass, groundcover 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 done to buildings and other improvements due to Contractor's negligence. The City's representative shall determine negligence. The City shall be responsible for replacing any plan material that has died as a result of acts of vandalism or theft.

8. PROTECTION AND SECURITY OF WORK SITES

The contractor shall be responsible for the protection and securing of certain work sites. This may include opening and closing of said sites. The contractor shall obtain the necessary keys from the City's representative for use in securing gates and locks associated with said sites.

9. RESPONSE TO INQUIRIES, CALLS AND EMERGENCY SITUATIONS

The contractor shall maintain an office at some fixed place and shall maintain a telephone there-at, listed in the telephone directory in his/her own name or in the firm name by which he/she is most commonly known, and shall, at all times, have some responsible person(s), employed by the Contractor, to take the necessary action regarding all inquiries and complaints that may be received from property owners or from the City's representative. This person(s) shall be reachable 24 hours per day, 7 days per week for the purposes of sandbagging, keeping drains clear, and/or any other tasks required to prevent damage to the contracted sites.

CONTRACTOR shall have the ability to contact their field crews within 30 minutes of notification by the City. In the case of emergencies or the need for special field work (at the direction of the City), the Contractor shall provide personnel response time on a maximum four-hour notification. (Two-hour maximum for irrigation problems.)

The Contractor shall provide sufficient personnel at areas of responsibility every day for emergency purposes and to provide normal maintenance.

The Contractor shall provide to the City's representative the name and phone number of the individual responsible for this Agreement between the hours of 7:00 a.m. and 6:30 p.m.

\_\_\_\_\_ Phone number \_\_\_\_\_

The Contractor shall provide the name(s) and telephone numbers of two (2) responsible person(s) who can be contacted 24 hours per day, 7 seven days per week. These individuals shall be able to be reached in the event of an emergency between 6:30 p.m. and 7:00 a.m. Any change of the responsible person(s) and/or telephone number(s) must be immediately given to the City's representative.

1) \_\_\_\_\_ and 2) \_\_\_\_\_

Phone number \_\_\_\_\_ Phone number \_\_\_\_\_

#### 10. WORK DEFICIENCIES AND CORRECTIONS

- a. All irrigation-related repair work that is considered to be 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 will be assessed a penalty of \$500 per each occurrence.
- b. All other landscape maintenance work deficiencies of the Contractor not performed per the schedule submitted by the Contractor per the contract shall be assessed a penalty of \$500 per each occurrence. All missed scheduled landscape maintenance must be made-up within seven days of being notified of the deficiency however this does not nullify the assessed penalty. The Contractor shall be assessed any/all penalties on the monthly bill.
- c. Written notification may be hand delivered, faxed, mailed, or e-mailed. As soon as The Contractor has corrected the listed deficiencies, the Contractor shall notify the City's representative and request an inspection of the corrective work. Deficiencies listed in the Notice of Deficiency shall not be considered as having been corrected until the City's Representative has inspected the site to verify that the listed deficiencies have been corrected and the corrected work has been approved in writing.
- d. Failure to correct the deficiencies listed in the notice of deficiency *within seven (7) days* (or before the next irrigation cycle in the case of irrigation-related deficiencies) may, in the City's sole discretion, result in action being taken by the City, including, but not limited to, (a) correcting the deficiency (using the City's own work force and/or contracting out) and deducting any associated costs incurred thereby from the total monthly compensation due the Contractor; (b) deletion of site(s) from the Contract and reducing the corresponding compensation; (c) contracting with another Contractor 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 the deficiencies exist and deducting from the Contractor's total compensation under the contract any costs that City pays or becomes obligated to pay the new Contractor, including expenses City incurs over and above the monthly rate bid by the contractor for that site; (d) terminating the agreement; and/or (e) taking any other action and exercising any other legal remedy available to City under law.

#### 11. STORAGE FACILITIES

City shall not provide any storage facilities for the Contractor. Any storage facilities provided by the Contractor must be located outside the boundaries of the Contract for which landscape maintenance services are performed.

12. UTILITIES

City shall pay for all utilities billed on electrical and water meters accepted by the City which are used by the contractor in the performance of these services required under this Contract. Contractor will be responsible for excessive utility usage attributable to failure to repair malfunctions on a timely basis or unauthorized increase in the frequency of irrigation as determined by the City's representative.

13. MAINTENANCE OF SYSTEMS

See SPECIFIC CONDITIONS, No.3, IRRIGATION on page 32.

14. PERFORMANCE DURING INCLEMENT WEATHER

When periods of inclement weather hinder normal operations, the Contractor may adjust his work force in order to accomplish those activities that are not affected by weather. Failure to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished. The Contractor shall maintain his work force on the job site unless he has previous approval from the City's representative.

During periods of inclement weather conditions, the Contractor shall provided sufficient personnel on a 24-hour basis for the purpose of sandbagging, installation of straw wattles, sandbags and/or straw bales, keeping drains clear, and/or any other tasks in order to prevent serious damage to the contracted areas within this Agreement and facilities in addition to other public amenities as directed by the City's representative in order to protect the public.

The Contractor shall purchase enough sandbags in order to create one line of sandbags along the infield edge where the infield and the turf meet in order to divert rain run-off from the field at the softball fields at Forest Cove and Chumash Parks.

The Contractor shall also purchase and install two (2)lines of straw wattles to prevent erosion on the infields. The first row of straw wattles shall be installed 15 feet behind the sandbags. The second row of straw wattles shall be installed 15 feet behind the first line of straw wattles on the infield.

Redwood stakes (1"x1"x12") shall be installed into the straw wattles at intervals of five feet to secure them in place.

The Contractor shall re-stake and re-tie trees as required. The contractor shall remove all branches and debris resulting from inclement weather. As directed by the City's representative, contractor shall adjust the controller and timers to off position.

15. SERVICE WARRANTY

It shall be the Contractor's responsibility to maintain all plant materials in a satisfactory manner and to replace dead or severely damaged plant materials. The Contractor will monitor the condition of the turf grass and plant material on routine site inspections. Any dead turf grass and/or plant material will be noted and replaced within a reasonable period of time not to exceed five days. Turf damage and/or plant material which has declined or failed as a result of damages incurred by severe weather (lighting, freezing/frost, wind, 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 the City's representative and will assist in all potential remedies to the problem.

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 in the contract. The Contractor guarantees the viability for said trees and/or plant materials for the duration of this contract. The Contractor shall pay for any and all costs associated with the replacement of any of the said trees and/or plant material.

## **SPECIFIC CONDITIONS**

### **1. GENERAL CLEAN-UP**

The Contractor shall perform the following services:

- a. Trash Removal – All areas, including drainage inlets, pipes, playground, planters, walkways, parking lots, turf grass, trails, bleachers, dug-outs, sidewalks, medians and picnic areas shall be kept free of all leaf debris, trimmings, grass cuttings, and litter, including broken glass or other such debris. 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 (see attached exhibit schedules). 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. The contractor shall respond within **one** hour to the City's direction regarding litter pickup.
- b. Policing of Areas – All areas will be policed daily (Monday-Friday) to remove papers, glass and such other accumulated trash.
- c. 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 recompacted and restored with new material. Material will be provided by the City.
- d. Equestrian Trails – Equestrian trail fencing and surface shall be repaired by the Contractor as needed. Labor will be provided at the Contractor's expense and the City will provide the fence and surface material.
- e. 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 fiber on synthetic play surfaces and/or rubber matting surface and other harmful debris. Sand/wood/fiber shall be checked monthly for proper level (fill) of surface material. Make-up sand/wood fiber shall be furnished and placed upon written authorization of the City's representative (extra). Tot lot and play areas shall be inspected weekly and maintained in accordance with the schedule as shown on Exhibit "B". 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).

- f. Trails – 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.
- g. All bleachers and dugout areas shall be swept or air broomed every Tuesday and Friday. Hose washed on the first Monday of every month.
- h. 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.
- i. Restroom Maintenance – Restrooms are to be cleaned thoroughly on a daily basis, Monday through Friday. Any equipment that has been vandalized or is in need of repair shall be reported to the City's representative immediately. All restroom facilities shall be cleaned and in operation no later than 8:30 AM each day. The contractor is responsible for thoroughly performing each item listed:
  - 1) Pickup and disposal of litter.
  - 2) Wash floor surface using an approved detergent and disinfectant. Dry the floor with a dry mop before opening for traffic.
  - 3) Disinfect and sanitize sinks, urinals and commodes.
  - 4) Provide and restore all paper products and necessary sanitary supplies.
  - 5) Wash walls and ceiling as needed to keep free of all debris and graffiti.

In addition to this regular service, the Contractor will be called out for up to 10 restroom maintenance service visits per year. These are to be performed on Sunday mornings, and will coincide with Labor Day/Memorial Day weekends and special 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.

- j. Drainage – All surface drainage devices such as concrete "V" ditches, bench drains, and swales, shall be routinely inspected monthly. All surface drainage devices shall be kept free of all debris, vegetation, and soil that would preclude proper and intended functioning. All inlets shall be kept free of all matter that

would preclude complete and adequate functioning. All underground drainage devices shall be routinely inspected and flushed of all foreign matter to maintain their function. All eroded areas shall be repaired by replacement of top soil to restore to original grade.

- k. Equestrian Trails – Contractor shall remove all animal droppings, litter, and weeds, trim trees and shrubs 12 inches from the fences, finish grade decomposed granite or other trial surfacing and replace concrete fencing (City supplies parts) as part of the contract services.
  - l. Roadway Trash Pickup – Once per month, the City's representative will determine areas that are in need of roadway trash pickup. These are typically areas that receive trash that blows from the freeway. The most common areas are Agoura Road, Liberty Canyon, and Canwood Street.
2. 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 be limited to:

- a. All necessary gas, oil and parts for all equipment.
  - b. All necessary fertilizers, seed, and top dressing see SPECIFIC CONDITION, Page 34, No. 4, FERTILIZATION, SEED, AND TOP DRESSING; herbicides see Page 37, SPECIAL CONDITIONS No. 8, WEED CONTROL; fungicides, insecticides, and pesticides see Page 37
  - c. All necessary horticultural supplies.
  - d. Irrigation repairs, See Page 32, SPECIFIC CONDITION, No. 3, IRRIGATION. Proposed addition,
  - e. All equipment and materials to remove graffiti, as approved by the City's representative.
  - f. All custodial, restroom, trash container supplies, including trash can liners, restroom paper products, necessary sanitary supplies and disinfectants as approved by the City for the maintenance of the restroom facilities.
  - g. Purchase and planting twice per year of annual color grown in four (4) inch containers planted at six (6) inch O.C. for 880 sq ft of planting area at City Hall. The selection of the annual color shall be made by the City's representative.
3. IRRIGATION

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. Automatic irrigation shall be scheduled for routine watering between the hours of 10:00 PM to 6:00 AM, Sunday through Thursday. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities.

Irrigation water shall be carefully monitored and applied in quantities required by the different plant species, time of year, and other basic environment factors as

determined by the City of Agoura Hills. The frequency and duration of irrigation shall be determined and monitored by the City's representative through the central irrigation controller.

The Contractor shall check the effect of the watering program on a weekly basis and notify the City's representative of proposed changes. It is the responsibility of the Contractor to perform weekly inspections after each mowing and make repairs when noticed and notify the City's representative of any irrigation problems. All irrigation schedules shall be determined and coordinated with the Contractor and the City's representative.

The City of Agoura Hills shall monitor the irrigation of all City landscapes and parks 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 City's parks and landscape areas.

The Contractor is required to provide 40 hours per week of irrigation maintenance and coverage that is performed by a qualified Irrigation Technician for all City parks and landscape areas covered in this Agreement. The City agrees to pay for the cost of the irrigation materials used in the performance of this work plus 15%. 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 jobsite/task.

The work to be provided during the 40 hour week by the Irrigation Technician shall/can include the following; irrigation head adjustments; raising and lowering irrigation heads; raising, lowering, and replacement of remote control valve (RCV) and quick coupler boxes; adjustment, removal and replacement of irrigation heads; RCV repairs and replacement; RCV wire trouble-shooting and repair; repair of lateral irrigation lines; quick coupler repairs; line flushing, repair of irrigation main and lateral lines, etc. This includes vandalism, accidents, and acts of God.

The Contractor shall be required to make the necessary irrigation repairs to the irrigation problems within 24 hours of being notified of an 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.

The Contractor is responsible for notifying the City's representative of any and all necessary irrigation repairs and malfunctions that can not 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).

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's representative.

All extra irrigation repairs are to be approved in writing by the City's 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 on page 13, SUBMITTAL FORM "B".

All irrigation replacement heads and/or parts shall be the same manufacture, model/type, and application rates as approved by the City's representative.

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 computer 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's representative.

The Contractor shall perform an irrigation check of all turf areas on the same day that a median or park turf area has been cut. All irrigation checks shall be performed at the irrigation controller on the site.

**Vandal-proof enclosures for controllers shall be cleaned of rust and dirt at least once per year to maintain a good appearance. The responsibility of testing and certifying all irrigation backflow prevention devices will be the City's.**

#### 4. FERTILIZATION, SEEDING, & TOP-DRESSING

All shrubbery and groundcover shall be fertilized one time per year in April. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil. The City's representative shall be notified in writing or through e-mail one week prior to the date of application of fertilizers by the Contractor. Before the application of any fertilizer, the contractor shall contact the City's representative in order to count and pickup the 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 taken by the Contractor.

a. The following turf fertilizers shall be applied at the following rates on the open/passive turf areas at Chumash Park (7.1 acres), Forest Cove (3.3 acres), Reyes Adobe Park (2.6 acres), Sumac Park (2.0 acres), and street medians (.49 acre) by the Contractor two (2) times per year.

1. Apply Best 16-4-4 plus 3% iron at the rate of 275 lbs. per acre by April 15<sup>th</sup> after thatching, cutting, and aeration.
2. Apply Best 25-5-5 w/polygon 43 at the rate of 175 lbs. per acre by July 1<sup>st</sup>.

b. The following turf fertilizers shall be applied at the following rates on the open/passive turf areas at City Hall, Morrison Park (1.24 acres), and Old Agoura Park (3.30 acres) three (3) times per year.

1. Apply Best 16-4-4 plus 3% iron at the rate of 275 lbs. per acre by April 15<sup>th</sup> after thatching, cutting, and aeration.
  2. Apply Best 16-6-8 w/Trimec at the rate of 275 lbs. per acre by May 15<sup>th</sup>.
  3. Apply Best 25-5-5 w/polygon 43 at the rate of 175 lbs. per acre by July 1st.
- c. All designated athletic fields shall be fertilized a minimum of six (6) times per year or as requested by the City's representative. The turf fertilizers shall be applied at the following rates on the 2.8 acres of designated athletic fields at Chumash Park (1.4 acres) and Forest Cove Park (1.4 acres).
1. Apply Best 6-20-20 XB at the rate of 350 lbs. per acre by January 15<sup>th</sup>
  2. 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 1<sup>st</sup> after thatching, cutting, and aeration.
  3. Apply Best 16-6-8 at the rate of 275 lbs. per acre by May 15<sup>th</sup>.
  4. Apply Best 25-5-5 w/Polygon 43 at the rate of 175 lbs. per acre by July 1<sup>st</sup>
  5. Apply Best 'Pro Prills' 12-8-16 at the rate of 350 lbs. per acre by October 1<sup>st</sup>
  6. Apply Best 6-20-20 XB at the rate of 350 lbs. per acre by November 15<sup>th</sup>
- d. Planter areas in parks, street medians, and freeway landscapes.
1. Apply Best 'Triple Pro' 15-15-15 at the rate of 6 lbs. per 1000 sq ft. by April 15<sup>th</sup>.
- e. Over-seeding and top dressing of designated athletic fields (2.8 acres) at Forest Cove Park and Chumash Park.

All grass seed used for over-seeding the designated athletic fields shall be 'Ball Field Mix Number 2-A' from Agrono-Tec Seed Company, 21420 Bundy Canyon Road, Wildomar, CA 92595, ph 800.543.4109.

Under this Agreement the Contractor shall perform the following at the designated softball field at Chumash Park; install a temporary chain linked fence around the entire footprint of the designated softball field; apply a 5% solution of Round-up over the entire footprint of the designated softball field, 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.

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 following turf renovation schedule for the softball field at Chumash Park shall be performed once during this Agreement as follows:

Monday, December 1<sup>st</sup>, application of herbicide and shut off irrigation  
Wednesday, December 10<sup>th</sup>, 2<sup>nd</sup> application of herbicide  
Monday, December 15<sup>th</sup>, installation of temporary chain linked fence  
Tuesday - Wednesday, December 16<sup>th</sup> - 17<sup>th</sup>, begin de-thatching  
Thursday - Friday, December 18<sup>th</sup> - 19<sup>th</sup> aeration and application of "Turf Buster"  
Monday, December 22<sup>nd</sup>, over-seeding, top dressing, and schedule irrigation.  
Monday, January 12<sup>th</sup>, first mowing at one (1) inch in height  
Friday, February 6<sup>th</sup>, 2009, removal of temporary chain linked fence

- f. Contractor shall install temporary chain link fence on the softball fields at Forest Cove and Chumash Parks from December 15 until the day preceding the scheduled opening day of the winter softball league.
- g. 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 and Forest Cove Park designated athletic fields are each approximately 1.4 acres and each and will require the application of 280 lbs. of seed and 23.5 cubic yards of organic toppe.
- h. 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 1.

## 5. SOIL AERIFICATION

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.

Contractor shall be responsible for soil aerification for all open/passive park turf and street median turf areas one (1) time per year by April 15<sup>th</sup>. Designated athletic fields such as soccer and softball fields shall be aerified twice per year, once by April 1<sup>st</sup> and once by August 15<sup>th</sup>. Aerification shall be performed with a power-driven or tractor-pulled aerifier using one half (½) inch by three (3) inch deep cores at no more than six (6) inch spacing and/or with the use of an Airway aerator.

The Contractor shall apply Best 'Soil Buster' at the rate of 900 lbs. per acre by April 15<sup>th</sup> on all passive turf areas after thatching, cutting, and aeration and by April 1<sup>st</sup> on designated athletic fields.

## 6. THATCH REMOVAL

- a. The Contractor shall be responsible for the removal of thatch build-up in all open/passive turf (19.54 acres) by April 15<sup>th</sup> and designated athletic fields (2.8 acres) one time per year by April 1. The Contractor shall perform the de-thatching of the designated athletic fields without disrupting the Recreation Departments schedule.
- b. Turf irrigation shall be scheduled to be turned-off one (1) week prior to the thatching procedure in order to dry out the turf.

- c. All irrigation sprinkler heads, irrigation valve boxes, electrical valve 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.
- d. The turf is to be thatched.
- e. All thatched grass is to be picked-up and removed the day it is thatched and/or cut.
- f. All open/passive park turf and street median turf areas shall be cut to a height of one and one half (1-1/2) inches after the thatching procedure has been completed with the use of a rotary lawnmower. The mowing height will be raised to two (2) inches after the first two months.
- g. All designated sports fields shall be cut to a height of one (1) inch after the-thatching procedure with the use of a rotary or reel lawnmower and thereafter continuously cut and maintained at the height of one (1) inch unless changed at the direction of the City's representative.

7. PESTICIDE APPLICATION

The Contractor shall be responsible for the control and elimination of weeds, insects, rodents and diseases affecting all plant material. The Contractor shall possess all permits and licenses required by the State of California, Department of Food and Agriculture, **County Registrar**, prior to the application of any pesticide. Copies of all state licenses and permits to apply pesticides shall be provided to the City prior to beginning any pest control operations. These shall include but not limited to, State license qualified applicator, licensed State Agricultural Pest Control Advisor written recommendation(s), County monthly use reports, and State Agricultural Pest Control Business License/maintenance gardener. 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. The Contractor shall notify the City Engineer three days prior to application of pesticides. Upon completion of the application, the Contractor shall submit to the City Engineer a copy of all monthly pesticide reports.

**Any damage caused to the turf and/or planter/groundcover areas caused by pests/rodents, shall be repaired by the contractor upon discovery of the damage and within 24 hours.**

8. WEED CONTROL

All turf grass areas at City Hall; Reyes Adobe, Morrison, Forest Cove, and Old Agoura Parks shall be treated for broadleaf weeds two (2) times per year, once in January/February and once in September. The use of MSMA (pre-emergent) in late January/February is recommended on Trifolium repens - CLOVER. The use of pre-emergent herbicides on Poa annua - ANNUAL BLUEGRASS should be applied in fall months (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. Contract shall include abatement of weeds on the slopes at Chumash, Forest Cove, Morrison, Sumac and Reyes Adobe Parks and the Recreation Center.

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.

The eradication of the following noxious weeds at the above mentioned parks and athletic fields such as *Digitaria ischaemum* and *D. sanguinalis* - CRAB GRASS should be performed by pre and post-emergent herbicides; *Cynodon dactylon* - COMMON BERMUDA should be performed by spot spraying with post-emergent herbicides; and *Pennisetum clandestinum* - KIKUYU GRASS should be performed through spot treatment of new growth with post-emergent herbicides during the spring and autumn and the spot spraying of re-growth when ever necessary and/or by physical removal on a continuous basis in order to eliminate it.

#### 9. PRUNING, EDGING, AND PLANTS

The Contractor shall be responsible for the pruning of all shrubs, trees and groundcover. Shrubs shall be pruned as needed to the satisfaction of the City's representative. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood to control growth when an unshapely shrub might result.

The general objective for pruning of shrubs and vines is to maintain plant growth within space limitations, to maintain a natural appearance, to eliminate disease or damaged growth, and to select and develop permanent branches.

General pruning shall be performed in late winter, January/February. Minor pruning shall be performed at any time.

All ornamental plants shall be trimmed, pruned, or sheared to maintain the plants within their planting space. Plants shall not be allowed to encroach into the right-of-way, impede pedestrian or vehicular traffic and/or cause a line-of-sight problem.

Vines shall be pruned to control growth and direction, and shall be kept "in-bounds" and not allowed to grow 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. The only exception to limiting vine growth will be at the City Hall. The pruning of vines at City Hall will be performed at the direction of the City's representative.

Native plants and shrubs shall be pruned to conform to the design concept of the landscape. Individual shrubs shall not be clipped into balled or boxed forms but allowed to exhibit their natural growth habits. Plants shall be pruned to conform to their natural growth characteristics whenever possible.

All native grasses such as *Miscanthus* sp. and *Muhlenbergia* sp. shall be cut back or sheared to 12 (twelve) inches and rounded at the end of January in order to stimulate new growth.

All *Salvia greggii* - AUTUMN SAGE shall be selectively pruned or sheared to remove old flower spikes in order to stimulate new flowering wood. Plants with light color plants such as pink and white are generally short lived and are not recommended.

All Penstemon sp. – BEARDED TONGUE should be selectively pruned or sheared to remove old flower spikes in order to stimulate new flowering wood.

Carex flagifera - LEATHER LEAF SEDGE should not be pruned or sheared.

Heliotrichon sempervirens - BLUE OAT GRASS requires minimal maintenance. No pruning or shearing is required.

Annual flowers shall be purchased and planted two times per year for City Hall. All annual flowers shall be 4-inch container size, planted 6 inches O.C. and plant selection and time of planting shall be determined by the City's representative. City shall pay for the plant material purchased plus 15 percent. Invoice for the plant material purchased should accompany the monthly billing.

10. MOWING AND EDGING

Prior to mowing, all trash, debris and foreign materials shall be removed from lawn areas. Mowing patterns shall be changed each week to avoid the creation of ruts and soil compaction created from wheel tracks. Turf shall be mowed only when areas are adequately dry and shall not be mowed when turf grass is wet. To help prevent contamination of turf areas, and to maintain a neat and clean appearance, the Contractor shall thoroughly clean equipment that was used at another site prior to mowing and edging any areas on site.

The Contractor shall perform the following services:

a. All turf areas are to be maintained weed-free and cut per the agreed on mowing schedule if weather conditions permit. All passive park turf areas shall be cut to a height of two (2) inches with the use of a rotary lawnmower. All designated sports fields such as softball and soccer fields shall be cut to a height of one (1) inch with the use of a rotary mower, reel lawnmower and or reel gang mower.

The mowing schedule (see Exhibits "C") shall be performed weekly beginning March 1 to November 15 and every two weeks from November 15 to March 1 on the days specified without change unless agreed upon by the City's representative. The Contractor shall make every attempt to remain on or get back on the agreed mowing schedule after a rain event.

**Any damage caused by the Contractor's mowing operation, shall be repaired immediately by the Contractor at the Contractor's expense.**

b. Edging – After each cutting, the edge of the grass shall be trimmed to a neat and uniform line. Where trees and shrubs occur in turf areas, all grass shall be removed at least 12" from the trunks of trees and away from the drip line of shrubs. Care shall be taken to avoid damage to tree trunks, shrubs, sprinklers, buildings and other structures. Damage shall be promptly reported to the City Engineer and repairs made at the Contractor's expense. An edging schedule is to be considered part of the mowing schedule and shall be concurrent with the above mentioned mowing schedule.

11. TREE MAINTENANCE

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 (**street trees shall be watered from the months of April through November, twice per month on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of the month; once per week for all trees with 2-inch caliper or less**). Watering basins shall be properly maintained on all trees on drip irrigation systems. Failure of the system to provide enough deep moisture will not alleviate the contractor from providing adequate moisture. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain these positions. The Contractor shall follow the attached tree staking detail (**Exhibit E**). Pruning and trimming of trees shall be limited to removal and disposal of any dead and/or broken branches and any sucker growth located in or on the tree, except trees within 12 feet of park walkways, medians, sidewalks, and parking lots which shall have no branches lower than 8' from top of curb and 14' from the street.

New Trees – during the establishment period, (1-2 years trees) should be watered thoroughly to their root depth as frequently as needed. A watering schedule is to be submitted at the preconstruction meeting. The schedule is to include watering frequency and quantity. The minimum standards shall be followed:

- a. 1-24 months in the ground: 4 times per month or a necessary
- b. All trees, two-inch caliper or less, water 1 time per week
- c. Additional new trees may be added to the watering schedule at the discretion of the City's representative.
- d. Flood watering – 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 irrigation should be in the range of 10-gallons per inch of trunk diameter when measured at 54-inches above natural grade. The final decision whether to water or not should be based on accurate soil probe samples that are taken from the root ball.

The Contractor shall remove or loosen any and all tree stakes and/or ties to prevent damage to the trunk by girdling. Trees that become girdled due to improper tree tie loosening or removal shall be replaced at the Contractor's expense. When trees attain trunk caliper of approximately four inches, removal of the stakes should be considered. The tree must retain its upright position and this must be held regardless of moisture content of the soil. Before any stakes are removed, tree ties shall be removed. The trees shall remain supported for a period of time to observe structural stability of the tree. Tree stakes shall be removed only when tree has been proved to be structurally stable. All restaking shall be done with specified materials. All trees that are damaged due to improper staking or tying shall be replaced at the Contractor's expense. **Stakes shall maintain an upright position at all time. Tree wells shall be free of weeds at all times.**

12. PARKING LOT CLEANING

The Contractor shall be responsible for pick-up of litter and debris in the parking lots as the result of the landscape maintenance operation. All parking lot 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.

13. DRINKING FOUNTAINS

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. **Malfunctions that include, but are not limited to, clogs or obstructions in drains and lines are to be repaired by the Contractor. Any major repairs to the drinking fountains (not including the unclogging of drinking fountain drains), including replacement of parts will be repaired by the City.**

14. 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.

15. VANDALISM AND THEFT

The City shall be responsible for cost arising from acts of vandalism and/or theft to City property which has not been caused by Contractor operations, Contractor, or their employees. The City's representative shall be notified immediately by the Contractor in regards to any committed acts of vandalism and theft. Vandalism must be verified by the City's representative prior to repairs by the Contractor. **Damaged irrigation heads will not be considered vandalism, unless a police report is filed by the Contractor.**

16. MEDIAN MAINTENANCE

Maintenance shall include not only all horticultural and irrigation services, but also maintaining the hard-surface (asphalt/concrete, stamped concrete) areas free from weeds, debris sand, etc., in clean a manner (including the sidewalk/walkways listed in Exhibit C ).

17. TRASH RECEPTACLE SERVICE

- a. All trash receptacles shall be emptied five times per week, Monday through Friday.
- b. **All trash collected daily, needs to be removed off-site by the Contractor at their own expense.**
- c. **If a holiday falls on Monday or Friday, the Contractor shall be responsible for servicing restrooms on the holiday, or on the nearest Saturday and/or Sunday.**
- d. Contractor shall clean up any overflow trash that may have collected around trash receptacles.
- e. Driving upon any turf site will be strictly limited. In the event of wet turf areas, vehicles will not be allowed on turf.
- f. **Any vandalism to trash cans should be reported immediately to the City's representative.**

18. GRAFFITI REMOVAL

- a. Contractor will 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's representative.
- b. Methods of graffiti removal may include wet sandblasting, wire brushing, repainting or the application of approved solvents. The paint shall be matched as closely as possible to the adjacent surface(s).
- c. Contractor will remove graffiti on the affected areas only. Method(s) of removal will vary depending on the type of graffiti and condition of the surface. The site of the graffiti removal shall be cleaned of any sand or other debris and no chemicals, paint or other solvents are permitted to be dispersed through the storm drain system.
- d. Any damage caused by the Contractor through inappropriate cleaning methods or use of unsuitable cleaning materials shall be repaired at the Contractor's expense.

19. MAINTENANCE INSPECTIONS

The Contractor shall meet the City's representative at the site for periodic walk-through inspections. Inspections shall be both visual and operational. Such meetings will be scheduled at the discretion of the City's representative.

In addition to the required inspections attended by the Contractor, regular routine inspections of sites will be made by the City's representative. These site inspections may or may not be announced. Contractor's attendance is not required at these inspections.

20. PERSONNEL

- a. Foremen: The Contractor shall provide foremen who communicate effectively in English (written as well as spoken) on contract sites at all times during contract operations. Any order or communication given to the foremen shall be deemed as delivered to the Contractor.
- b. Uniform: All of the Contractor's personnel shall be neat and clean. Contractor shall, at his expense, provide uniforms, hats, and name badges for field personnel which shall be worn at all times during the performance of their duties. All personnel shall wear approved safety vests and any other appropriate safety apparel, per the American Public Works Association (APWA) Watch Manual while performing any work in City's right-of-way.
- c. The work within this contract is expected to be performed Mondays through Fridays from 7:00 a.m. to 3:30 p.m. Saturday and/or Sunday work, with the exception of emergency work, must be approved in advance by the City's representative.
- d. The contractor shall provide irrigation personnel fully trained in all phases of landscape irrigation systems operation, maintenance adjustment, scheduling based on ETO and repair. This is to include diagnosis and repair of controllers (motors, switches and fuses) valve wires, control valves, lateral lines, gate valves main lines, trainers moisture sensors, master valves and electric pedestals.

- e. All personnel shall wear clothing appropriate to the work, including but not limited to, boots, long pants, uniform shirt, hat and protective goggles and hearing protection. All personnel applying chemicals will wear protective clothing as required by the label of the chemical.

21. MONTHLY PAYMENT

The Contractor shall present three copies of a monthly invoice on or before the 20<sup>th</sup> day of each month for all work performed during the preceding month as the total compensation for all services to be rendered by the Contractor under the terms and conditions of this contract. The Contractor shall submit a weekly report for each week of the month detailing what landscape maintenance services were performed in addition to the monthly billing.

Said payment shall be made in accordance with the City's standard payment practices provided all required certifications for work performed in the City, during the preceding month, have been submitted to the City's representative in accordance with the provisions of this Contract.

22. EXTRA WORK

Additional compensation will be paid for extra work only if such work is or has been approved by the City's representative. The form used to approve such requests is the unscheduled work authorization.

- a. All extra work within this contract shall be authorized in writing before the work begins. This extra work will be authorized using the Unscheduled Work Authorization form. If the Contractor wishes to use his/her own company work order form, this will be authorized providing the form is similar and covers the pertinent information.
- b. The Contractor shall adhere to all conditions and schedules within these specifications. Failure to comply with the conditions, schedules or work in any of the phases above will be cause for the City to delay or deny payment for that week for the area involved.

23. REIMBURSEMENT FROM THIRD PARTY

The contractor will assume the responsibility of obtaining reimbursement from any third party for cost arising from vehicle damage to irrigation systems, plants and shrubs, if the damage is brought to the City's attention first.

24. VIDEO TAPING AND/OR PHOTOGRAPHING OF CONSTRUCTION

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

25. WEED ABATEMENT

Contractor shall provide brush and weed clearance for fire prevention in and around the City of Agoura Hills (see Exhibit J; currently 34 Citywide weed abatement areas). Weeds and brush shall be cut down to three inches in height. Methods of brush clearance may vary. Weed abatement shall be completed as required to meet the County completion date for total compliance. Contractor shall schedule the work to be performed and meet all requirements.

Weed abatement activities are exempt from Rule 403 (Visible Emission Performance Standards) provided that mowing, cutting, or other similar processes are used to maintain a maximum weed stubble of three inches above the soil.

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:

1. Water is applied prior to disking; and
2. The disking surface is stabilized after weed abatement activities cease (see Rule 403, clause (g) (1)(H) (ii)).

26. PARK AMENITY MAINTENANCE

The Contractor shall be responsible for the maintenance, repair, and installation of park amenities such as park marquees, park signage, sign posts, recycle receptacles, holders, and kiosks. The Contractor shall provide the City with invoices for all materials used for park amenity maintenance plus 15%.

**EXHIBIT B**

**PAYMENT RATES AND SCHEDULE**

**EXHIBIT "B"**  
**SCHEDULE OF PAYMENTS**

**THE CONTRACTOR'S FEES AND COMPENSATION: AMOUNT, HOW AND WHEN PAYABLE.**

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:

Old Agoura Park	\$ <u>2880</u>
Chumash Park	\$ <u>3701</u> <del>787</del>
Forest Cove Park	\$ <u>3619</u>
Morrison Park	\$ <u>2880</u>
Reyes Adobe Park	\$ <u>2880</u>
Sumac Park	\$ <u>2880</u>
Recreation Center	\$ <u>525</u>
City Hall	\$ <u>700</u>
Historic Reyes Adobe	\$ <u>450</u>
Median Islands	\$ <u>400</u>
Street Trees	\$ <u>200</u>
Sidewalk Sweeping	\$ <u>100</u>
Bus Stop Maintenance	\$ <u>100</u>
Park & Ride Lots	\$ <u>150</u>
Fountainwood Planter	\$ <u>100</u>
Canwood Sound Wall	\$ <u>500</u>
Dorothy Drive and On Ramp	\$ <u>400</u>
Palo Comado Off and On Ramp	\$ <u>200</u>
Kanan South Off and On Ramp	\$ <u>400</u>
Kanan North Off and On Ramp	\$ <u>400</u>
Weed Abatement	\$ <u>334</u>
<b>TOTAL</b>	\$ <u>23799.00</u>

Such payments shall not exceed the monthly amounts listed above per each month and shall be paid per month for a twelve month period.

The undersigned hereby respectfully submits this proposal, including all attachments.

Proposer: Holly

Holly Underwood Owner  
Signature Title

Holly Underwood  
Print Name

## MONTHLY BILLING

Contractor shall furnish City with an itemized monthly progress billing for all services rendered. Such progress payments shall be due and payable by the City to the contractor within 30 days after the presentation of the approved invoices.

Contractor agrees to pay penalties automatically deducted from the monthly billing for the following infractions, i.e. delayed response to landscape concerns in excess of 24 hours or failure to provide services as detailed in the Exhibits "A", "C", and "D" and as scheduled and agreed upon with the City's representative.

The Contractor has the right to dispute penalties imposed by the City's representative, **by written response to the notification of the said penalties within five (5) working days from the date of notification.**