

# STAFF REPORT



ITEM NO. 10  
CITY OF OCEANSIDE

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DATE: May 16, 2007  
TO: Honorable Mayor and City Councilmembers  
FROM: Public Works Department  
SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR THE LANDSCAPE MAINTENANCE OF CITY PARKS**

## **SYNOPSIS**

Staff recommends that the City Council approve a two-year professional services agreement with TruGreen Landcare of Escondido for the landscape maintenance of the City's parks in the total amount of \$946,344 and authorize the City Manager to execute the agreement.

## **BACKGROUND**

Park usage is at an all-time high with soccer, football, baseball and softball teams of all ages using the parks every day. The fields, playgrounds, courts and picnic areas require attention daily. In June 2001, the City approved a landscape maintenance agreement that addressed the specific needs of each park based on the park's individual physical characteristics and unique usage requirements. Landscape maintenance standards were established requiring the highest standards of quality and performance. Substandard performance and liquidated damage provisions of the agreement allowed the City to ensure the standards of the agreement were met.

## **ANALYSIS**

Staff performed a review of the park maintenance standards in an effort to identify personnel, material and seasonal maintenance requirements that could be relaxed, delayed or eliminated to save money. The current standards were reaffirmed as the minimum necessary to maintain the parks in an acceptable condition considering the overall park usage. In February, the City solicited proposals from qualified private companies to perform the landscape maintenance of City's parks.

Proposals were compared on a competitive negotiation basis. The companies' overall qualifications, including the qualifications of key personnel, prior service experience, availability of personnel and ability to provide the required services were considered critical. While cost was a very important consideration, it was not the only deciding factor. Exhibit A lists the four companies with their bid amounts. Staff ranked TruGreen Landcare first and it was also the low bidder.

The agreement is for a term of two years commencing May 1, 2007, and ending April 30, 2009. The City may renew the agreement with the same terms and conditions, except compensation, for two additional one-year terms. The yearly compensation would be adjusted to reflect the change in the semi-annual Consumer Price Index for "All Urban Consumers" for San Diego. There are no early termination clauses for the Contractor.

### **FISCAL IMPACT**

The total cost of the two-year agreement is \$946,344. Nothing in the agreement obligates the City to appropriate funds for the agreement in the upcoming fiscal years. However, the City cannot contract with another provider for like services in a fiscal year in which funds for this agreement are not appropriated.

The Fiscal Year 2007/2008 agreement cost of \$473,172 is funded in the Public Works Parks Maintenance Budget (Fund # 101.416240.5212).

### **INSURANCE REQUIREMENTS**

The City's standard insurance requirements will be provided. The Contractor shall also provide a performance bond for 100 percent of the agreement price and a material and labor bond for 50 percent of the agreement price.

### **COMMISSION OR COMMITTEE REPORT**

Does not apply.

### **CITY ATTORNEY ANALYSIS**

The referenced documents have been reviewed by the City Attorney and approved as to form.

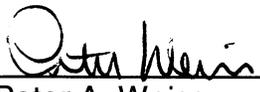
**RECOMMENDATION**

Staff recommends that the City Council approve a two-year professional services agreement with TruGreen Landcare of Escondido for the landscape maintenance of the City's parks in the total amount of \$946,344 ~~per year~~ and authorize the City Manager to execute the agreement.

PREPARED BY:

SUBMITTED BY:

*for*   
\_\_\_\_\_  
H. Kiel Koger  
Maintenance and Operations Manager

  
\_\_\_\_\_  
Peter A. Weiss  
Interim City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Joseph Arranaga, Acting Deputy Public Works Director

Nita McKay, Financial Services Director

  
\_\_\_\_\_  
  
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\_\_\_\_\_

Exhibit A

**CITY OF OCEANSIDE**

**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: PARK LANDSCAPE MAINTENANCE**

THIS Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and TruGreen LandCare, hereinafter designated as "CONTRACTOR."

**RECITALS**

- A. CITY desires to obtain professional services from an independent CONTRACTOR for the above named project.
- B. CONTRACTOR has submitted a proposal to provide park landscape maintenance for the CITY in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONTRACTOR as an independent CONTRACTOR and CONTRACTOR desires to provide services to CITY as an independent CONTRACTOR.
- D. CONTRACTOR has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

- 1. **SCOPE OF WORK.** The CONTRACTOR shall furnish all labor, equipment, materials, tools, services and special skills required to perform the scope of work as set forth in Exhibit "A" attached hereto and by this reference made part of this Agreement.
- 2. **LOCATION OF WORK.** Various locations within the City of Oceanside which are more particularly described in Exhibit "B" attached hereto and by this reference made part of this Agreement.
- 3. **TERM.**

**3.01 Commencement.** The term of this Agreement shall be for a period of two years commencing on May 1, 2007 and terminating April 30, 2009.

## CITY OF OCEANSIDE

### PARK LANDSCAPE MAINTENANCE

**3.02 Renewal Options.** The CONTRACTOR may request extensions of the term of this Agreement for an additional **two, one-year terms** under the terms and conditions of this Agreement, except compensation, which will be adjusted according to §4.03 and provided that the CONTRACTOR is not in default of this Agreement.

The CONTRACTOR may request extensions provided that written notice from the CONTRACTOR is received by the City Manager no sooner than **180 days and not later than 90 days** prior to the expiration of the term of this Agreement. No later than **60 days** from the receipt of CONTRACTOR 's written request to extend the term of this Agreement, the City Manager shall, in writing, provide CONTRACTOR with the CITY's determination to either accept or reject CONTRACTOR's request for extension. The acceptance of one Agreement extension does not obligate the CITY to accept a subsequent CONTRACTOR requested extension.

**3.03 Termination Of Agreement.** The CITY may terminate the AGREEMENT as described elsewhere in the AGREEMENT or upon written notice by the CITY when conditions encountered during the Work make it impossible or impracticable to proceed, or when the CITY is prevented from proceeding with the AGREEMENT by act of God, national emergency, proclamation of the President of the United States, order of any federal authority, by law, or by official action of a public authority.

In the event of such a termination, the CONTRACTOR shall be entitled to compensation only for the reasonable value of the work done.

**3.03.1 Fiscal Year Budget.** If the Fiscal Year Budget for the CITY during the initial term of the AGREEMENT does not contain funds for the AGREEMENT, then that portion of the AGREEMENT shall be considered null and void effective July 1<sup>st</sup>, the beginning of the Fiscal Year in which the AGREEMENT funds are not allocated. Nothing in this AGREEMENT shall obligate the CITY to appropriate funds for the AGREEMENT; provided, however, that the CITY agrees that it will not contract with another individual provider of like services in a year in which it does not appropriate funds for the AGREEMENT.

#### **4. COMPENSATION.**

**4.01** CONTRACTOR's compensation for all work performed in accordance with this Agreement, shall not exceed Four Hundred Seventy-Three Thousand, One Hundred Seventy-Two dollars (\$473,172) per year. Agreement Unit Prices and Unit Cost Schedule are set forth in Exhibit "C" attached hereto and by this reference made part of this Agreement.

## CITY OF OCEANSIDE

### PARK LANDSCAPE MAINTENANCE

**4.02** CONTRACTOR shall provide CITY monthly invoices based on one twelfth (1/12) of the annual cost. CITY will make payments within fifteen (15) days of the receipt of monthly invoice.

**4.03 Compensation Adjustment Computation.** Any term renewal compensation under the Agreement, including Exhibit "C", shall be computed in accordance with the following definitions and formulas:

#### Definitions:

**Compensation Adjustment Index.** The index used will be the semi-annual Consumer Price Index for "All Urban Consumers" for San Diego, California. If this index is no longer published, the index for adjustment will be the U.S. Department of Labor's "Comprehensive Official Index" most comparable to the aforesaid index.

If the Department of Labor indices are no longer published, another index generally recognized as authoritative will be substituted by agreement of CITY and CONTRACTOR. If the parties cannot agree within **60 days** after demand by either party, a substitute index will be selected by the Chief Officer of the Regional Office of the Bureau of Labor Statistics or its successor.

**Initial Compensation:** The initial compensation at the commencement of the Agreement divided by two (2) years.

**Existing Compensation:** The existing compensation shall be the compensation in effect on the date the term extension is requested, pursuant to §3.02 of this Agreement.

**Percent change in the CPI:** The percent change in the CPI shall be the percent change in the San Diego All Consumer Index over the preceding **12 month** period from January 1 through December 31, 2008 for the third year renewal and January 1 through December 31, 2009 for the fourth year renewal.

#### Rent Adjustment Formulas:

**First Adjustment:** Initial compensation + (Initial compensation x the percent change in the CPI) = New compensation.

For example:  $\$122,000 + (\$122,000 \times 2.5\%) = \$125,050$

**Subsequent Adjustments:** Existing compensation + (Initial compensation x the percent change in the CPI) = New compensation.

**CITY OF OCEANSIDE**

**PARK LANDSCAPE MAINTENANCE**

For example:  $\$125,050 + (\$122,000 \times 3\%) = \$128,710$

5. **AGREEMENT BONDS.** CONTRACTOR shall provide and cause to maintain throughout the term of this Agreement, two good and sufficient bonds in the amounts listed below:

- (a) "Performance Bond" for 100 percent of the agreement award to guarantee faithful and timely performance of all work, in a manner satisfactory to the CITY, and further guarantee that all materials and workmanship will be free from original or developed defects.
- (b) "Payment Bond" (material and labor bond) for 50 percent of the agreement award to satisfy claims of material suppliers, mechanics, and laborers employed by CONTRACTOR on the work that is the subject of the agreement.

6. **INSURANCE.**

**6.01 Liability Insurance.** CONTRACTOR shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

**6.01.1** CONTRACTOR shall maintain liability insurance in the following minimum limits:

<u>General Liability</u>	
Combined Single Limit Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000
<u>Automobile Liability Insurance</u>	
Combined Single Limit Per Occurrence	\$1,000,000

**6.01.2** All insurance companies affording coverage to the CONTRACTOR shall be required to add the City of Oceanside as "ADDITIONAL INSURED" under the insurance policy for all work performed in accordance with the Agreement.

**6.01.3** All insurance companies affording coverage to the CONTRACTOR for the Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California Department of Insurance to transact business of insurance in the State of California.

## CITY OF OCEANSIDE

### PARK LANDSCAPE MAINTENANCE

**6.01.4** All insurance companies affording coverage shall provide thirty (30) day written notice to the City of Oceanside should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

**6.01.5** CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, concurrently with the submittal of the Agreement.

**6.01.6** CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.

**6.01.7** Maintenance of insurance by the CONTRACTOR as specified in the Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

**6.02 Contractor's Indemnification Of City.** CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct of the CONTRACTOR or its employees, agents, subcontractors, or others in connection with the execution of the work covered by the Agreement, except to the extent that those claims arise from the negligence or willful conduct of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees.

**6.02.1** CONTRACTOR'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

**6.02.2** CONTRACTOR'S duty to indemnify and hold harmless shall not include any claims or liability solely arising from the established active negligence or willful misconduct of City, its agents, officers or employees.

**6.03 Workers' Compensation.** Pursuant to Labor Code Section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in

## CITY OF OCEANSIDE

### PARK LANDSCAPE MAINTENANCE

accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with **sections 6.01.2 through 6.01.7** of this Agreement.

**7. EMERGENCY RESPONSE.** Upon oral, telephonic or written notice from CITY of an emergency services request, safety issue or irrigation malfunction related to service requirements of the Agreement, CONTRACTOR must institute corrective action within **one (1) hour** of notice from CITY. CONTRACTOR shall be entitled to compensation for extra work for which the CONTRACTOR is not already being compensated. In the event CONTRACTOR fails to institute corrective action within **one (1) hour**, CITY shall have the right to have any necessary work done by any means necessary to correct the problem. CONTRACTOR shall pay to the CITY, or have withheld from monies due it, any and all costs incurred by CITY in having such necessary work done for which the CONTRACTOR is being compensated in accordance with the Agreement.

**8. SUBSTANDARD PERFORMANCE.** If CITY finds that all or a portion of the services performed by the CONTRACTOR are substandard to the requirements of the Agreement then CONTRACTOR must correct the noted deficiencies within **five (5) workdays** of an oral, telephonic or written notice from CITY. In the event CONTRACTOR fails to correct the noted discrepancies within the **five (5) workday** period, CITY shall have the right to have any necessary work done at the expense of CONTRACTOR. CONTRACTOR shall pay to the CITY, or have withheld from monies due it, any and all costs incurred by CITY in having such necessary work done.

**8.01 Liquidated Damages.** Failure of the CONTRACTOR to complete the services, including the timely submission of schedules, maps, charts and permits as prescribed within the Agreement will result in damages being sustained by the CITY, regardless of whether CITY funds are expended and later recouped from the CONTRACTOR, to complete the services. Such damages are, and will continue to be, impracticable and extremely difficult to determine. A **Substandard Performance** notification issued in accordance with Section 8 shall serve as the CITY's initial notification to CONTRACTOR of potential damage. In the event the CITY issues a second **Substandard Performance** notification in accordance with Section 8 for any reason, within a thirty (30) day period or a third **Substandard Performance** notification in accordance with Section 8 for any reason, within a ninety (90) day period the CONTRACTOR shall pay to the CITY, or have withheld from monies due it, the sum of **five percent (5%)** of the monthly Agreement compensation.

Execution of the Agreement shall constitute agreement by the CITY and CONTRACTOR that **five percent (5%)** of the monthly Agreement compensation is the reasonable estimate of the value of the costs and actual damage caused by

## CITY OF OCEANSIDE

### PARK LANDSCAPE MAINTENANCE

failure of the CONTRACTOR to complete the services as required by the Agreement, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the CONTRACTOR if such damage occurs.

**9. DISPUTE RESOLUTION.** (a) Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties. (b) No suit shall be brought on this Agreement unless all statutory claims filing requirements have been met.

**10. SITE SAFETY AND PROTECTION OF IMPROVEMENTS.**

**10.01** The CONTRACTOR shall initiate, maintain, and supervise all safety precautions and programs in connection with the work which are necessary to prevent damage, or injury to, or loss of the following:

- (a) Any employees, laborers, suppliers, other persons on the work, and other persons and organizations who may be affected thereby;
- (b) Any work and materials and equipment incorporated in the project, or to be incorporated therein, whether in storage on or off the site;
- (c) Any personal property of the CONTRACTOR or the CONTRACTOR's agents;
- (d) Other property at the site or adjacent thereto (both public and private) which is not designated for removal, relocation or replacement in the Agreement, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities.

**10.02** The CONTRACTOR shall be responsible for any of the above described damage, injury, or loss arising out of the nature of the work or from the action of the elements until its acceptance by the CITY, except as is otherwise provided in California Public Contract Code §7105

**10.03** In the event of an occurrence of one of the above described damage, injury, or loss to public property or other property to be incorporated into the project, the CONTRACTOR shall repair or replace the damage, injury, or loss at the CONTRACTOR's cost, and to the satisfaction of the Project Manager. Repairs and replacements shall be at least equal in quality to existing improvements, and shall match them in finish and dimension.

**10.04** The CONTRACTOR shall give reasonable notice to occupants or owners of adjacent property with improvements (including trees, plants, fences,

## CITY OF OCEANSIDE

### PARK LANDSCAPE MAINTENANCE

irrigation, and other improvements) that may be adversely impacted by the CONTRACTOR's work. The CONTRACTOR shall repair or replace any damage, injury, or loss caused by CONTRACTOR to private improvements on adjacent property at the CONTRACTOR's expense and to the satisfaction of the property owner and occupant as well as the Project Manager.

**10.05 Special Hazardous Substances and Processes.** Materials that contain hazardous substances or mixtures may be required on the work. A Material Safety Data Sheet as described in Section 5194 of the California Administrative Code shall be requested by the CONTRACTOR from the manufacturer of any hazardous product used.

Material usage shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all manufacturers' warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.

The CONTRACTOR shall notify the Project Manager if a specified product cannot be used under safe conditions.

**11. TRAFFIC CONTROL.** The CONTRACTOR's operations shall cause no unnecessary inconvenience to the public, including trash, mail, and other services provided to the public over CITY rights-of-way. The access rights of the public shall be considered at all times, and vehicular and pedestrian traffic shall be permitted to pass on public rights of way through the work at all times, unless the CONTRACTOR receives prior written approval of a detour plan from the Project Manager. The CONTRACTOR shall provide at least 96 hours written notice to the Project Manager requesting approval of a detour plan, prior to the performance of any work or the establishment of any detour or closure in the public right-of-way. The CONTRACTOR shall notify the occupants or owners of all affected properties at least forty-eight (48) hours prior to any temporary obstruction of access.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals, and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless prior approval of a detour plan is received from the Project Manager.

Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the work at intervals not exceeding 300 feet (90m), also shall be maintained unless prior approval of a detour plan is received from the Project Manager.

## CITY OF OCEANSIDE

### PARK LANDSCAPE MAINTENANCE

Vehicular access to residential driveways shall be maintained to the property line unless prior approval of a detour plan is received from the Project Manager.

The CONTRACTOR shall cooperate with owners and occupants of affected properties as well as other parties involved in providing services to the public (trash collection, mail delivery, etc.), in order to maintain existing schedules for these services.

**12. PREFERENCES FOR MATERIALS.** Whenever any particular material, process, or equipment is indicated in the Agreement by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words "or equal." A listing of materials is not intended to be comprehensive, or in order of preference. The CONTRACTOR may supply any of the materials specified, or offer any material, process, or equipment considered to be equivalent to that indicated.

**13. CONTROL OF MATERIALS.** The CONTRACTOR shall ensure that all materials, parts and equipment furnished for the project shall be new, high grade, and free from defects. Used or secondhand materials, parts, and equipment may be used only if specifically permitted in the Special Provisions. Quality of work shall be in accord with the generally accepted standards unless otherwise specifically set forth in the Agreement. Materials and work quality shall be subject to the Project Manager's approval.

Before ordering any materials or performing any work, the CONTRACTOR shall verify all measurements, dimension, elevations, and quantities.

Materials and work quality not conforming to the requirements of the Agreement shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by the CONTRACTOR, at its expense, when so directed by the Project Manager.

If the CONTRACTOR fails to replace, repair, or restore any defective or damaged work or material within ten (10) work days after the date of the Project Manager's written notice, the Project Manager may, but shall not be obligated to, cause such work or materials to be replaced at the CONTRACTOR's expense. The replacement expense shall be deducted from the amount to be paid to the CONTRACTOR. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such expenses, the CONTRACTOR shall pay the difference to the CITY.

Materials and equipment shall be stored so as to ensure the preservation of their quality and fitness for the project. Stored materials and equipment to be incorporated in the project shall be located so as to facilitate prompt inspection.

## CITY OF OCEANSIDE

### PARK LANDSCAPE MAINTENANCE

The CONTRACTOR shall be responsible for taking any and all actions necessary to protect supplies, materials, equipment, and personal property of CONTRACTOR and CONTRACTOR's agents from loss, damage, or theft.

**14. CITY BUSINESS LICENSE.** CONTRACTOR shall obtain and maintain throughout the term of this Agreement a City of Oceanside Business License or a written verification from the City Business License Division that a City Business License is not required for this Agreement.

**15. PERMITS.** CONTRACTOR shall, obtain and maintain throughout the term of this Agreement any and all permits, licenses, and other authorizations necessary to perform the work. The permits, licenses, and other authorizations which the CONTRACTOR shall obtain include, but are not necessarily limited to **all applicable State & County pest control permits.**

**16. CONTRACTOR'S LICENSE.** The CONTRACTOR shall be required to possess a Class "A" General Engineering Contractor's License pursuant to Business and Professions Code Section 7056, or "B" General Building Contractor's License pursuant to Business and Professions Code Section 7057, or "C-27" Specialty Contractor's License pursuant to Business and Professions Code Section 7058 at **ALL** times during the term of this Agreement.

**17. INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, expressed or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Manager. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under the Agreement.

**18. ENTIRE AGREEMENT.** This Agreement, exhibits and its attachments comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

**19. INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to the CITY.

**19.01** The CONTRACTOR shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

**19.02** Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other

**CITY OF OCEANSIDE**

**PARK LANDSCAPE MAINTENANCE**

provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

**20. AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

**21. SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures this \_\_\_\_ day of \_\_\_\_\_, 2007.

**CONTRACTOR**  
TRUGREEN LANDCARE, a California  
General Partnership

By: TruGreen LandCare L.L.C.  
Its: General Partner

By:   
Richard A. Ascolose, President

**CITY**

\_\_\_\_\_  
Peter A. Weiss  
Interim City Manager

Approved as to form:

  
\_\_\_\_\_  
City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.**

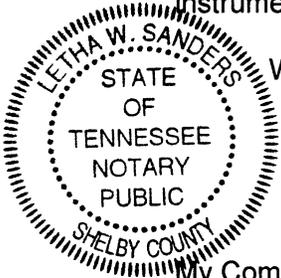
**CERTIFICATE OF ACKNOWLEDGEMENT**

for

City of Oceanside Professional Services Agreement for Park Landscape  
Maintenance

STATE OF TENNESSEE }  
COUNTY OF SHELBY }

Before me, Letha W. Sanders, a Notary Public for said State and County, personally appeared Richard A. Ascolese, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the President of TruGreen LandCare L.L.C., a Delaware limited liability company, the General Partner of **TRUGREEN LANDCARE**, the within named bargainer, a California general partnership, and that he as such President executed the foregoing instrument for the purposes therein contained.



WITNESS my hand, at office, this 30<sup>th</sup> day of April, 2007.

Letha W. Sanders  
Notary Public

My Commission Expires: September 17, 2008

## CITY OF OCEANSIDE

### PARK LANDSCAPE MAINTENANCE

#### EXHIBIT A – SCOPE OF WORK

##### SCOPE OF WORK.

The CONTRACTOR's primary responsibility is to provide the maintenance and expertise necessary to keep the project in a state of healthy growth and repair and in a neat and presentable condition at all times. The specifics that follow shall serve to define this prime directive.

The CONTRACTOR shall provide a full-time project superintendent for the AGREEMENT. The superintendent shall have full jurisdiction over the scheduling of crews and equipment, the acquisition of materials and have authority to provide cost estimates for remedial work. The supervisor shall be on site at all times and have a mobile phone, fax machine and e-mail.

This specification establishes the standard for the maintenance of landscaped areas for the City of Oceanside.

The quality of maintenance of the landscaping in the Project areas plays a most important part in the success and acceptance of this project. It is for these reasons that the CONTRACTOR's prime responsibility will be to integrate the elements of high landscape maintenance standards and the objectives as set forth in this specification.

The CONTRACTOR shall furnish all labor, equipment, materials, tools, services and special skills required to perform the landscape maintenance as set forth in this specification and in keeping with the highest standards of quality and performance.

Maintenance of the Project areas shall include mowing, edging, trash clean up and removal, drainage facilities, hardscape areas parking lots and hardscape. Maintenance of plant material shall include but not be limited to mowing, trimming, pruning, fertilization, aeration, weed control, cultivation, pest control, tree maintenance, pond maintenance, dethatching, and plant replacements.

CONTRACTOR shall be required to respond to CITY services requests and safety issues and emergency irrigation malfunctions when notified.

CONTRACTOR is responsible for observing ordinances regarding noise levels. **At no time will any power equipment be allowed prior to 7:00 a.m. on weekdays and 8:00 a.m. on weekends and holidays.**

## CITY OF OCEANSIDE

### PARK LANDSCAPE MAINTENANCE

#### EXHIBIT A – SCOPE OF WORK

##### 1. MAINTENANCE SCHEDULES.

- a. ANNUAL SCHEDULES. CONTRACTOR shall submit detailed Annual Maintenance Schedules in calendar format for the AGREEMENT year (July 1 through June 30). Annual Maintenance Schedules shall describe all major maintenance functions with the proposed dates of implementation. A general maintenance schedule shall include fertilization and pre-emergent application schedules, de-thatching, aeration, drainage facility cleaning and controller painting schedules. Seasonal pest control applications and chemical weed control schedules shall also be included. Provide separate annual schedules for major tree pruning, ground cover renovation and trash pickup. Schedules shall be coordinated with the Project Manager to avoid planned CITY event conflicts. Completed schedules are due to CITY 15 days prior to the beginning of the AGREEMENT and annually thereafter 15 days prior to the AGREEMENT anniversary date.
- b. MONTHLY ROUTE MAPS. CONTRACTOR shall submit maps and charts depicting monthly routes for each area and/or major operation 15 days prior to the beginning of each month. The following are examples:
1. A chart/graph listing of all the City Parks and the mowing days for each.
  2. Parkways maintenance route.
- c. WEEKLY SCHEDULES. CONTRACTOR shall submit weekly schedules by 7:30 a.m. every Monday morning. The schedules shall be in calendar format and shall outline specific work to be performed for that week by each crew in each area. Included on the schedule will be the name of the foreman and the size of the crew.
- d. SCHEDULE MODIFICATION. From time-to-time events, both planned and emergency may preclude scheduled maintenance from being performed. Upon verbal, telephonic or written notice from CITY of an event requiring scheduled maintenance modification, CONTRACTOR shall adapt all schedules, as required, to account for these events at no cost to the CITY.
2. EXTRA WORK. Extraordinary work shall not interfere with the completion of the general maintenance work. An "Extra" crew supervised by the CONTRACTOR shall be used in order to keep the regular maintenance crew doing their scheduled work. This provision will be strictly enforced.

**CITY OF OCEANSIDE**  
**PARK LANDSCAPE MAINTENANCE**  
**EXHIBIT A – SCOPE OF WORK**

The CONTRACTOR shall provide a work force sufficient to complete the work as specified.

**3. TREES.**

- a. Trees shall be pruned as required to remove suckers, dead, broken or diseased branches, maintain proper structure, aesthetics', eliminate the possibility of wind damage and for safety to pedestrian and vehicular traffic. It shall be the CONTRACTOR's prime responsibility related to pruning to conduct a pruning program which will ultimately develop proper tree scaffolding, strength and appearance consistent with the intended use. All major pruning operations shall be scheduled on the Maintenance Schedule and shall not begin until reviewed with the Project Manager. All trees shall be pruned annually, and as often as needed to meet the requirements
- b. **There shall be no topping of trees without the permission of the Project Manager.**
- c. All trees shall be pruned to allow for efficient irrigation coverage.
- d. Tree stakes, ties, and guy wires shall be checked at least monthly and corrected as needed. Ties will be adjusted to prevent girdling. Remove unneeded stakes, ties, and guy wires. Replace broken stakes as required. CONTRACTOR shall replace any girdled trees at their own expense.
- e. Pruning shall be done by those experienced and skilled in pruning techniques. All cuts shall be done using proper horticultural practices.
- f. Prune trees to allow eight (8) foot clearances for pedestrians and twelve (12) foot above curb gutter for clearance.
- g. Perform minor tree surgery as required.
- h. Surface roots which become maintenance or appearance problems will be removed as required to prevent damage to turf, adjacent paved areas or other hardscape. CONTRACTOR shall be responsible for hardscape repair for failure to provide root maintenance only when roots are visible on the surface.
- i. Under no circumstances will stripping of lower branches (raising up) of young trees be permitted. Lower branches shall be retained in a "tipped

## CITY OF OCEANSIDE

### PARK LANDSCAPE MAINTENANCE

#### EXHIBIT A – SCOPE OF WORK

back" or pinched condition with as much foliage as possible to promote caliper retained growth (tapered trunk). Lower branches can be cut flush with trunk only after tree is able to stand erect without staking or other support.

- j. All trees (except Palms) shall be pruned and ready for the winter by the 15<sup>th</sup> of November of each year. All Palm trees shall be pruned in the spring before the first of April. In the event that any trees are not pruned by these dates the CITY shall contract the trees to be pruned. CONTRACTOR shall pay to the CITY, or have withheld from monies due it any and all costs incurred by CITY in having such necessary work done.
- k. All pruning implements used on palm trees shall be sterilized from one tree to the next in order to minimize the spread of disease.
- l. The CONTRACTOR shall be responsible for any tree that dies due to its negligence. This includes under/over watering, untreated pest infestation trimming/pruning practices and any other act of negligence by the CONTRACTOR. It is the CONTRACTOR's responsibility to regularly monitor the health of all plant material, treat all problems in a timely manner and report any abnormalities to the City. The Project Manager shall determine the value of the tree and/or an acceptable replacement. Disputes shall be resolved in accordance with Subsection 9.**

#### **4. SHRUBS**

- a. All shrubs within 20 feet of the top of all slopes shall be pruned so the overall height of the shrubs shall not exceed 3 vertical feet above the top of the slope.
- b. All shrubs shall be pruned to allow for efficient irrigation coverage. This shall be accomplished by "feathering" back to allow for a more natural appearance. Vertical cuts shall not be allowed.
- c. All shrubs shall be pruned adjacent to hardscape, utilities and fences. This includes sidewalks, curbs, drainage ditches, buildings, irrigation and utility control valves and enclosures. As above, avoid vertical cuts using a feathered back natural approach to pruning. Shrubs adjacent to fences shall be maintained to provide a minimum 2 foot clearance between the shrub and fence.

## CITY OF OCEANSIDE

### PARK LANDSCAPE MAINTENANCE

#### EXHIBIT A – SCOPE OF WORK

- d. Shrubs shall be pruned as required for safety, removal of dead, broken or diseased branches, general containment or appearance. Prune shrubs along sidewalks and streets to provide adequate traffic line of sight and eliminate pedestrian hazards at all times.
- e. In general, prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use. The Project Manager may make specific requests for various shrub pruning practices throughout each site, such as maximum heights. Once established in a given area, these pruning practices shall thereafter become the standard practice.
- f. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance at all times without a sheared appearance.
- g. Remove any spent blossoms or dead flower stocks as required to present a neat clean appearance after blooming period.
- h. All shrub areas not under planted with ground cover will be raked clean and cultivated a minimum of twice per month. Care shall be exercised in cultivation not to damage susceptible plant roots.

#### 5. VINES.

- a. Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports. **Do not, under any circumstances prune vines which should be trained.** Vines are used throughout the City as a part of graffiti control.
- b. Remove stakes from vines when stakes no longer serve the purpose of supporting the vines.
- c. Nails are not an acceptable means of securing vines on masonry walls.
- d. All vines shall be pruned, trained and maintained 6" from the tops of walls/fences.

#### 6. GROUND COVER.

- a. All ground covers shall be renovated to generate dense, compact growth. This will be accomplished by cutting ground covers back to rejuvenate one time per year. Myoporum shall be cut back to 18" or per direction of

## CITY OF OCEANSIDE

### PARK LANDSCAPE MAINTENANCE

#### EXHIBIT A – SCOPE OF WORK

Project Manager and Lonicera to 6" two times per year. Ground cover cut back schedules shall be included in the required schedules.

- b. Ground covers and shrubs adjacent to hardscape shall be feathered back at an angle to allow for proper irrigation coverage. Vertical cuts shall not be allowed.
- c. Prevent soil compaction by cultivating all ground-covered areas regularly.
- d. Keep ground cover trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground covers to grow on structures or walls unless otherwise directed. Keep trimmed back approximately 4 inches.
- e. Bare soils areas shall be cultivated a minimum of once per month.
- f. The *Aptenia cordifolia* shall be kept green. Failure to do so by CONTRACTOR will require the CITY to do so. CONTRACTOR shall pay to the CITY, or have withheld from monies due it, any and all costs incurred by CITY in having such necessary work done.

#### 7. COLOR CORNERS

All color corners shall receive additional maintenance, as needed, to be kept in good condition at all times. Any additional plant material shall be considered an extra and must be authorized by the CITY.

#### 8. WEEDS.

- a. The CONTRACTOR shall implement and maintain an aggressive weed control program at all times in both the landscape and adjacent hardscapes. The presence of weeds in any area shall generate a punch list along with possible deductions. Chemical treatment is required for both pre and post emergence applications. Pre emergence control is required two times a year at the minimum intervals determined by the Project Manager. Post emergence requirements shall be as needed and approved by the Project Manager. Chemically treated weeds shall be mechanically removed within 7 calendar days after spraying. Weeds shall be defined as any plant material that is not a part of the design. This includes pampas grass and volunteer trees (including palm trees).

## CITY OF OCEANSIDE

### PARK LANDSCAPE MAINTENANCE

#### EXHIBIT A – SCOPE OF WORK

- b. CONTRACTOR shall maintain a weed-free lawn at all times by either chemical or manual means. The CONTRACTOR shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made, the turf should be well established and in a vigorous condition. Preemergent chemical control is recommended to reduce weed seed germination. All chemicals applied must be recorded on the Maintenance Schedule Chart and coordinated with the Project Manager.
9. **PEST CONTROL.**
- a. The CONTRACTOR shall implement and follow all applicable City, County, State and Federal regulations and laws and assumes full responsibility and liability for the use of all methods of pest control.
- b. Pesticide operations, where required, shall be performed by a California State licensed Pest Control Operator through written recommendation by a California licensed Pest Control Advisor. The CONTRACTOR shall be responsible for compliance with all Federal, State and local laws and regulations regarding pesticide usage. CONTRACTOR shall provide copies to the Project Manager of his/her license and registration both of his/her Pest Control Advisors and Pest Control Operators licenses. CONTRACTOR shall submit a copy of the Pesticide Use Report to the Project Manager on a monthly basis.
- c. The CONTRACTOR shall be responsible for any notification or posting during or after pesticide applications that may be applicable by law.
- d. The CONTRACTOR shall implement an aggressive pest control program that includes all necessary chemical, cultural and mechanical methods to control all pests and diseases at all times. Pests and diseases shall include but not be limited to rodents, insects, mites, vertebrates, invertebrates, pathogens, nematodes, fungi, bacteria, water weeds, algae, etc.
- e. Included in this AGREEMENT is the control of all nuisance pests that exist in the AGREEMENT areas. A nuisance pest is defined as pests that may not cause damage to the landscape but may create problems or expenses to the site and/or the surrounding properties and structures. This includes but is not limited to ants, bees, wasps, hornets, all rodents or other mammals and marsupials, fungi, viruses, molds and slimes, etc.

## CITY OF OCEANSIDE

### PARK LANDSCAPE MAINTENANCE

#### EXHIBIT A – SCOPE OF WORK

**10. RODENT CONTROL.** CONTRACTOR shall be responsible for controlling all rodents as required. The CONTRACTOR shall implement an aggressive rodent control program that includes all necessary chemical, cultural and mechanical methods to control all rodents at all times. CONTRACTOR shall select and supply proper materials and licensed personnel and obtain any necessary permits to comply with all City, County, State or Federal regulations or laws.

**11. DRAINAGE FACILITIES.**

The CONTRACTOR shall be responsible for cleaning of surface drains and inlets located within AGREEMENT areas. These drains shall be cleaned to assure proper functioning. Remove any silt debris or vegetation in the drainage system and at the inlet to insure proper flow of water. Prune ground covers and vegetation which encroaches into drainage facilities. CONTRACTOR shall be responsible for cleaning any debris or silt in the storm drain that results from its failure to properly maintain surface drains.

**12. FERTILIZATION.**

- a. Fertilizers shall be applied as often as needed (6X per year minimum) to keep all turf, trees, plant material in a healthy and vigorous state of growth at all times. Included in the AGREEMENT are a minimum two soil tests (per AGREEMENT area) by a licensed soils lab. Results will be followed when determining the nutritional requirements of all plant material.
- b. In making application of fertilizer granules, precautions shall be taken to contain these materials in the planting areas. The CONTRACTOR shall be responsible for the removal of all chemical stains from hardscape.
- c. Ailing or stunted trees, scrubs, vines and groundcovers that fail to meet expected growth will receive additional treatments to correct any deficiencies. Once notified by the CITY, the CONTRACTOR shall submit an assessment of the problem(s) along with a remedial treatment program. Additional fertilizations, chemicals, compost, tree well manufacture and maintenance shall be considered a part of this AGREEMENT. The installation of supplemental irrigation shall be considered an extra. The CONTRACTOR shall have 6 months to improve the condition of ailing or stunted trees once identified in writing by the CITY. Failure to take an aggressive approach will result in the replacement of the trees shrubs, ground covers and vines at the CONTRACTOR's expense.

## CITY OF OCEANSIDE

### PARK LANDSCAPE MAINTENANCE

#### EXHIBIT A – SCOPE OF WORK

- d. Liquid fertilizers shall be required when dry fertilizer applications are impractical. These areas shall include but not be limited to areas with drip irrigation and planted walls.
- e. Apply fertilizers to provide sufficient nitrogen and other basic nutrients on a regular basis, minimum of six (6) times a year to keep turf in a healthy condition. Fertilizer will be applied as often as required to maintain turf in a deep green color. Type of turf and time of year will determine type of fertilizers used. The frequency of application will greatly depend on amount of leaching caused by excess use of water.
- f. **Before any fertilizer application begins, the type of fertilizer used and frequency applied must be approved by the Project Manager.**
- g. CONTRACTOR shall select and supply proper materials and licensed personnel and obtain any necessary permits to comply with all City, County, State or Federal regulations or laws applying to fertilizer use.

#### 13. PLANT ADDITIONS AND/OR REPLACEMENTS.

As part of this AGREEMENT, the CONTRACTOR may be requested to replace or plant additional trees, shrubs, vines, ground cover, or flowers. The CITY will pay for such work as extra work per unit prices set forth in Exhibit C. Plant material shall be installed per City of Oceanside Guidelines and Specifications for Landscape Development.

#### 14. CLEAN-UP.

- a. At no time will CONTRACTOR be allowed to blow grass cuttings/debris or fertilizer into public streets or gutters without sweeping or vacuuming up the grass cuttings/debris and fertilizer.
- b. CONTRACTOR shall remove all debris resulting from the maintenance operations and dispose of it off site. All grass clippings shall be picked up after each mowing or trimming operation.
- c. All debris resulting from any of the CONTRACTOR's operations shall be removed and disposed of legally at the CONTRACTOR's expense. No debris will be allowed to remain at the end of the workday. Debris shall not be blown into the adjacent landscape but picked up and removed from the site.

## CITY OF OCEANSIDE

### PARK LANDSCAPE MAINTENANCE

#### EXHIBIT A – SCOPE OF WORK

- d. All walkways will be kept clean/clear of debris at all times. Care shall be taken not to create unnecessary hazards to foot traffic.
- e. The CONTRACTOR shall provide a general clean-up operation on a weekly basis for the purpose of cleaning up papers, trash, leaves, silt or debris which may accumulate in the landscape areas and in hardscape and gutters.
- f. The CONTRACTOR shall be responsible for removing all broken branches and debris. The CONTRACTOR shall remain available to assist in any storm related damage repair. The CITY shall compensate CONTRACTOR for such extra work per unit prices set forth in Exhibit C.

#### 15. GENERAL GROUNDS POLICING

All park amenities such as benches, trash receptacles and picnic tables shall be cleaned on a monthly basis or as often as needed.

#### 16. IRRIGATION WORK.

Extra irrigation work will include the payment of both labor and materials. This includes vandalism repair and modifications to existing irrigation systems, i.e. adding additional valves or heads etc.

17. GUARANTEE AND/OR REPLACEMENT POLICY. All new plant material and irrigation installations provided by CONTRACTOR shall be guaranteed for a period of one calendar year except for "Acts of God". "Acts of God" are defined as damage or death of plant material due to wind, storm, vandalism, theft, or other willful acts over which the CONTRACTOR has no control. CONTRACTOR shall replace existing plants if they die at any time due to CONTRACTOR's negligence.

#### 18. TURF PLANT MATERIAL.

- a. **General.** All turf areas shall be inspected frequently for early detection of diseases. Because of the susceptibility, watch for rust in the cool months and apply additional treatments as required.
- b. **Watering.** A regular, deep watering program shall be accomplished to give the best results. The established turf should not be kept wet, but should dry out somewhat between watering. Allow lawns to dry out before mowing.

## CITY OF OCEANSIDE

### PARK LANDSCAPE MAINTENANCE

#### EXHIBIT A – SCOPE OF WORK

- c. **Aeration.** Mechanically aerate all turf areas twice per year, between March 1<sup>st</sup> and April 1<sup>st</sup> and between September 1<sup>st</sup> and October 1<sup>st</sup> to reduce compaction/stress conditions, which will offer greater water penetration and reduce runoff. Any areas that show excessive compaction shall receive additional aeration treatment as required to alleviate this condition. Those areas where soil conditions are poor may require top dressing. This will be considered an extra and shall be coordinated with the Project Manager. Additional:
1. Aerate all turf with a mechanical aerator set with ½ core spoons at not more than 6-inch spacing. Method shall be cross directional.
  2. Depth of the core shall be no less than 3" in parkways and 8" in lawns and open spaces and sports fields.
  3. Core plugs shall be removed on same day as operation.
  4. The schedule of the aeration schedule will be recorded on the annual maintenance schedule.
  5. The Project Manager shall determine the schedule and order.
- d. **Mowing.** All lawns shall be mowed on a weekly basis. In parks, during the months of November through March, the cost of mowing will be based upon a per site frequency. Mowing at less than the weekly rate will be deducted from the monthly cost. This may be due to turf dormancy or winter rainfalls. Cut lawns to a height of 2" during warm season and reduce to 1-1/2" during winter or cooler seasons. Avoid removing more than one-third of the leaf area blade at any one time. Remove or catch the clippings. Use rotary mowers with sharp blades. No debris from the operation will be placed in project disposal units, but shall be removed daily and disposed of legally off site. Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located within the lawn areas such as electrical boxes or fixtures. **Do not mow wet areas that will create wheel ruts.** If ruts are made, repairs will be made at CONTRACTOR's expense. CONTRACTOR shall be responsible to maintain mowing schedule and avoid conflicts with water schedule. Some turf areas may require lower mowing heights and the use of reel mowers. Example: MLK Soccer Fields and Recreation Park's "Padre Stadium". CONTRACTOR shall always have adequate equipment available and have predetermined arrangements for replacement or repair, if needed, so as not to disrupt the mowing schedule. Breakdown of equipment shall not be deemed an acceptable excuse for deviation from mowing/edging schedule. CONTRACTOR shall remove all trash prior to mowing. CONTRACTOR shall also remove any trash generated from mowing.

## CITY OF OCEANSIDE

### PARK LANDSCAPE MAINTENANCE

#### EXHIBIT A – SCOPE OF WORK

- e. **Trimming and Edging.** Trim around trees, graphic walls, building, curbs, header boards, and pave areas on a weekly basis to present a neat, clean appearance. **No chemicals will be allowed for this purpose.** Damage to tree trunks caused by weed whipping will not be tolerated, CONTRACTOR shall replace damaged trees. In parks, sidewalks shall be trimmed with lawn edger type equipment only. Chemical weed or grass control around trees shall be allowed. Borders shall not exceed 10" between outside of tree and grassline.
- f. **Dethatching.** Dethatch all lawn areas once per year at a time when there will be the least amount of stress to the lawn, preferably spring or fall. The scheduling will be recorded on the Maintenance Schedule Chart. It is the responsibility of the CONTRACTOR to mark each irrigation head and appurtenance prior to dethatching. Any damage to the irrigation system as a result of this process shall be the responsibility of the CONTRACTOR. Dethatching will be in accordance with the following methods:
- Step 1:** Aerify entire area with an aerifier with 1/2" tines and minimum of 3 inches in depth in parkways and 8" in other turf.
- Step 2:** Verticut entire area using a thatching machine set to soil line contact. Verticut twice in opposite directions. Pick up debris at completion of this operation.
- Step 3:** Mow with rotary mower at regular cutting height.
- Step 4:** Dethatching shall be completed before annual overseeding.
- g. **Overseeding.** Annual overseeding of all turf will be performed by City.
- a. Overseeding shall be completed between October and November, after dethatching is completed
- h. **Turf Replacement.** Any replacement of turf by sod or seed will be coordinated with the Project Manager. The Project Manager shall make determination of turf type.
19. **REFURBISHMENT OF TURF AREAS.** Lawn areas that thin out due to shading effect of trees or structures will be reseeded with an approved shade tolerant grass seed to restore thinning areas. This will be considered an extra and shall be coordinated with the Project Manager.

## CITY OF OCEANSIDE

### PARK LANDSCAPE MAINTENANCE

#### EXHIBIT A – SCOPE OF WORK

20. **DRAINAGE CHANNELS.** In addition to standard maintenance specifications, the following apply:

- a. **Channel Clearing.** CONTRACTOR shall be responsible for the control of vegetation growth and removal of debris within the drainage channels to facilitate proper unrestricted flow of water as often as needed.
- b. All fertilizer shall be keep clear of drains, channels and waterways per City, County, State and Federal regulations and laws.

21. **TENNIS, HOCKEY AND SKATE BOARD COURT MAINTENANCE**

- a. CONTRACTOR shall be responsible for cleaning debris from courts by washing off all hard surfaces within the enclosed fencing area once per week.
- b. Surface areas shall be free of dirt, chewing gum, trash, weeds or any other unsightly material at time of weekly wash down.
- c. Supplemental hand sweeping may be necessary to remove standing or ponding water on any affected surface areas. Removal of water may not be limited to broom sweeping. When water-washed, squeegees or rollers will be used to remove excess water following cleaning and to guarantee safety of the court users.
- d. Washing of the courts must be consistently started and completed at an agreed upon and posted time and date determined by the Parks Superintendent. Under special circumstances, cleaning schedules may change due to tournament play. A revised schedule would then be provided.
- e. All damaged or worn play netting will be replaced as necessary by CONTRACTOR. The CITY will be responsible for the cost to provide the netting material. CONTRACTOR will also be responsible for adjusting or rehangng nets on an as needed basis. Repair and replacement of netting shall be completed within 24 hours after notice to repair/replace is given.

22. **PLAYGROUND, PARKING LOTS, WALKWAYS, HARDSCAPES AND SAND AREAS**

- a. All areas will be inspected at the start of each workday. All foreign debris, including but not limited to: trash, glass, rocks, shopping carts, unwanted material; hazardous waste, etc. will be removed and disposed of properly.

**CITY OF OCEANSIDE**  
**PARK LANDSCAPE MAINTENANCE**  
**EXHIBIT A – SCOPE OF WORK**

- b. Special attention shall be given to low sand or mulch areas around play equipment. These areas shall be leveled by distributing same or like material from high areas to low areas. All sand areas shall be raked level and kept free of any foreign debris. Playground areas with sand shall be roto-tilled 4 times per year and those with “fibar” bark chips will be roto-tilled twice per year. Roto-tiller schedules shall be coordinated with the Project Manager.
- c. Maintain play structure inspection logs and submit with monthly report. CITY shall provide logs.
- d. Remove daily from all sites any and all animal or human feces or material hazardous or detrimental to human health.
- e. All sidewalks, parking lots, walkways, and hard surfaces surrounding play areas will be swept, vacuumed or blown free of debris and cleaned as necessary to keep surface clean and safe. These areas shall be checked daily.
- f. Gazebos, including all tables and benches under the gazebos at Martin Luther King, Libby Lake, Buccaneer, Lake, Balderrama and Alamosa Parks shall be washed, cleaned and hosed down monthly.
- g. Any standing or ponding water in playgrounds shall be removed by CONTRACTOR.

**23. BAR-B-QUES**

- a. Units shall be cleaned monthly.
- b. Ashes, partially burned charcoal, garbage, and left over food in and around cooking and picnic facility shall be removed.

**24. DOG WASTE**

- a. All areas shall be kept in a dog waste free condition.
- b. CONTRACTOR shall stock waste receptacle weekly. CITY will provide disposable bags.

**25. TRASH CLEANUP**

**CITY OF OCEANSIDE**  
**PARK LANDSCAPE MAINTENANCE**

**EXHIBIT A – SCOPE OF WORK**

- a. Trash containers shall be emptied and trash picked up in all areas five times per week from November 1<sup>st</sup> through April 30<sup>th</sup>, including weekends. Pick-up days to be specified by the Project Manager. From May 1<sup>st</sup> through October 31<sup>st</sup> trash shall be picked up daily. All trash shall be properly disposed of off site each day it is collected.
  - b. Trash cleanup shall include all areas within park boundaries, trash enclosures, and curb and gutters adjacent to park facilities. Trashcans will be placed in areas determined by CITY. CONTRACTOR is responsible to provide and replace trashcan liners as necessary.
  - c. All areas will be inspected at the start of each workday and **trash in all areas shall be picked up no later than 9:00 a.m.**
  - d. The CITY will determine which park areas are priority for trash removal and will determine site pickup schedule with CONTRACTOR. The schedule may vary based upon events or need requirements of specific parks.
  - e. CONTRACTOR shall be responsible for controlling odor from trash receptacles through cleaning, deodorizing with and odor counteractant or any other method first approved by the Project Manager.
  - f. CONTRACTOR shall make arrangements to schedule to provide additional trash pickup at city request. This will be considered an extra and shall be coordinated with the Project Manager.
- 26. BALL FIELDS.**
- a. CONTRACTOR shall remove all foreign debris including but not limited to: trash, glass, rocks, shopping carts, unwanted material; hazardous waste, etc.
  - b. Bleachers, dugouts and spectators seating and hardscape will be hosed and cleaned as needed determined by the Project Manager.
  - c. Dugouts, bleachers areas shall be kept free of dirt, debris, trash etc.

**CITY OF OCEANSIDE**  
**PARK LANDSCAPE MAINTENANCE**  
**EXHIBIT B – LOCATION OF WORK**

**LOCATION OF WORK**

- a. **Alamosa Park:** Mesa Drive and Alamosa Drive. 5 acres. Park site contains 2.1 acres of slope and 2.3 acres of turf. There are additional planters bordering the site. The property also is amended with restrooms, playground area, multipurpose slab, gazebo and parking lot.
- b. **Americanization School:** 1210 Division Street. 1/3 acre. Turf, planters and playground.
- c. **Art. Alley:** 1/2 block east of North Coast Highway between Mission and Pier View Way. There are 500 sq. ft. of planters that border the alley.
- d. **Balderrama Park:** 709 San Diego Street. 4 acres. The Balderrama Park site contains 2 acres of turf. There is also turf on the Lemon street side of the building. Also included are basketball, tennis, and handball courts, playground areas, multipurpose slab, sheltered picnic area, restrooms and two (2) parking lots.
- e. **Buccaneer Park:** 1506 South Pacific Street. 3 acres. Buccaneer Park contains 2 acres of turf. There are 24,560 sq. ft. of planters and slopes. The site also provides sheltered picnic area, restrooms and playground area and a parking lot.
- f. **Brooks Street Pool:** 130 Brooks Street. .12 acres. There are 200 sq. ft. of landscaped planters and 225 sq. ft. of turf.
- g. **Buddy Todd Park:** Mesa Drive and Parnassus Circle. 19 acres. The site embraces 14 acres of turf and mature trees. There are slopes that require tree trimming and mowing. Also included are restrooms, playground areas, Basketball courts and park interior roadway.
- h. **Capistrano Park:** 770 Capistrano Drive. 14 acres. Capistrano Park embodies 10 acres of turf and 27,965 sq. ft. of planters and slopes. Additional amenities include restroom, picnic areas, ball fields, tennis and basketball courts, playgrounds, and parking lot.
- i. **Cesar Chavez Park:** 1400 block of Division Street. There are 400 sq. ft. of turf and 4,600 sq. ft. of hardscape.
- j. **City Operations Center:** 4925 Oceanside Boulevard. Site includes 30,367 sq. ft. of turf, 51,000 sq. ft. of parking lot, and 90,845 sq. ft. of landscape, planters and slopes.

## CITY OF OCEANSIDE

### PARK LANDSCAPE MAINTENANCE

#### EXHIBIT B – LOCATION OF WORK

- k. **Civic Center:** Located at 300 N. Coast Highway. Consists of two city blocks between Pier View Way, Civic Center Way and Coast Highway east to Nevada. Areas include turfed parkways and trees. Buildings are bordered by 3 acres of planters, trees, parking lots, courtyards and hardscape.
- l. **Downtown Tree Wells:** North Coast Hwy. To Cleveland between Pier View Way and Mission Avenue. There are 20 trees, 350 sq. ft. wells with trees and landscaping.
- m. **Fireside Park:** Fireside Drive and Parkside Street. 4 acres. Fireside park contains turf, basketball and volleyball courts, picnic areas and playgrounds.
- n. **Heritage Park:** 300 Peyri Road. 4 acres. The majority of the property contains historic buildings and parking space and parking lots to the rear of the property. The rear parking lot includes the area from the edge of the street eastward including the eastern slope. The site has .33 acres of turf. The rear parking lot has 1.85 acres of planters and slopes.
- o. **Ivey Ranch Park:** 4101 Mission Avenue. 10 acres. Ivey Ranch Park is under a joint use agreement between the City of Oceanside and the Ivey Ranch Park Association. The association manages various projects on the property site to include Canine Companions, Equestrian Arena, Daycare facilities, Aviary, Barn and garden plots. The City of Oceanside agreement for use consists of restrooms, proposed ball fields, playground, parking and interior access road and slopes. There are 3.5 acres of turf or volunteer grasses. Slopes and mulched areas consist of 1.7 acres.
- p. **John Landes Park:** 2855 Cedar Road. 10 acres. The John Landes Parks consists of 6.5 acres of turf. There are 2 acres of slopes and planters. Amenities include ball fields, tennis, basketball and volleyball courts, skate park, playgrounds, restrooms and parking. A park slope exists to the south of the park beyond the chain link fence. This slope parallels adjacent homes which will be maintained by the contractor.
- q. **Joseph Carrasco Park:** Skylark Drive. 3 acres. Site contains .75 acres of turf. The remaining area is composed of slopes.
- r. **Lake Blvd. Park:** 4970 Lake Blvd. 10 acres. The Lake Blvd. Park is composed of 5.5 acres of turf and 2.5 acres of slopes and planters. There are also ball fields, soccer, restrooms, walking paths, sheltered picnic area, playground and a parking lot.

**CITY OF OCEANSIDE**  
**PARK LANDSCAPE MAINTENANCE**  
**EXHIBIT B – LOCATION OF WORK**

- s. **Libby Lake Park:** 424 Calle Montecito Drive. 18 acres. Libby Lake Park is composed of 6 acres of turf. Mature trees are planted on the adjacent 6 acres of perimeter slopes. The site also includes restrooms, volleyball courts, playground area picnic spaces, a flowing creek and a 4 acre lake. A 2-acre riparian area is also included for regular maintenance beyond the lakes northern fence line. There are three (4) additional adjacent parcels that also must be maintained. They include:
  - 1. Casa Dr., S/E corner.
  - 2. Calle Montecito/De Connector, S/W corner.
  - 3. Boys and Girls Club, west slope and north of building.
  - 4. Skate Park.
  
- t. **Lion's Club Park:** Cassidy Street and Broadway. .5 acres. Lion's Club Park includes .45 acres of turf. Planters consist of 600 sq. ft.
  
- u. **Luiseno Park:** 1069 Teal Way. 10 acres. Tennis courts, baseball, restrooms, playground and parking lot.
  
- v. **Marlado Highlands Park:** Rivertree and Southwood Drive. 6 acres. The site lends itself to 3.5 acres of rolling turf space divided by Rivertree Drive. Perimeter landscaped slopes and planters consists of 2.5 acres. Included at this site is a playground.
  
- w. **Marshall Park:** 1404 Marshall Street. 4 acres. Marshall Park consists of 2.75 acres of flat and hillside turf. The site has some mature trees, landscaping at the pool entrance with perimeter scrubs, parking lot perimeter shrubs. Included also is a large playground area and parking lot.
  
- x. **Martin Luther King Jr. Park:** 4300 Mesa Drive. 15 acres. Parks consists of soccer and baseball fields, roller hockey, playgrounds, restrooms, and two (2) parking lots. There are 12 acres of turf and 2 acres of planters.
  
- y. **Mance Buchanon Park:** 200 College Ave. 18 acres of sports fields and playgrounds. Amenities include restrooms and parking lots. Park scheduled to open late 2007.
  
- z. **Melba Bishop Park:** 5306 North River Road. 16 acres. The park consists of 11 acres of turf. There are 2 acres of slopes and planters. Also included are ball fields, playground, tennis and basketball courts, restrooms, parking lot and drainage channel.

## CITY OF OCEANSIDE

### PARK LANDSCAPE MAINTENANCE

#### EXHIBIT B – LOCATION OF WORK

- aa. **Mission Pointe:** Basilica Street. There is 6,844 sq. ft. of parking space and 37,807 sq. ft. of slope, landscape and drainage channels.
- bb. **Mission Wells Historical Lot:** 301 Peyri Road.  $\frac{1}{3}$  Acre consisting of native and natural vegetation.
- cc. **Oak Riparian Park:** 4625 Lake Blvd. 20 acres. Location contains 2.8 acres of turf. There are planters and slopes. One slope has trees with no other landscape with the exception of mulch. Amenities include restrooms, playground, nature trail, riparian area, stream and parking lot. Off site there is 7000 sq. ft. of weed abatement to be done as needed.
- dd. **Oceanside Police Department (Downtown):** 1600 Block of Mission Ave & Barnes Street. Project includes 9,475 sq. ft. of turf, 9,839 sq. ft. of planters and 30,777 sq. ft. of parking lot.
- ee. **Palisades Park:** Rancho Del Oro and Carnegie Drive. 5 acres. Palisades Park has 3.5 acres of turf. There are .75 acres of planters and 1 acre of mulched slope. Included is a parking lot and the slope to the east.
- ff. **Rancho Del Oro Park:** College Blvd. and Empressa. 16 acres. The Rancho Del Oro Park presently contains 12 acres of open space turf. There are landscaped planters and 1.75 acres of landscaped slope area adjacent to the school. Also included are tennis courts, a pro shop, restrooms, sports fields and parking lot.
- gg. **Ron Ortega Park:** Brooks and Maxson street. 12 acres. The park is constructed on a landfill and has divided maintenance responsibilities between city divisions. The park contains 4 turfed ball fields, playground and a small turf area adjacent to the street. Included also is a parking lot and restrooms.
- hh. **Senior Citizens Center:** Country Club Lane and Division Street. 3 acres consisting of 1,360 sq. ft. turf area, 131,789 sq. ft. planter and slope around perimeter of building, horseshoe area, parking lot and slopes with trees.
- ii. **Sepulveda Park:** Marvin and Sherbourne Drive. 19 acres. This hillside park is primarily landscaped slopes. There is 2.60 acres of turf. There is 16 acres of undeveloped park land which requires weed abatement as needed.

**CITY OF OCEANSIDE**

**PARK LANDSCAPE MAINTENANCE**

**EXHIBIT B – LOCATION OF WORK**

- jj. South Oceanside:** Cassidy and Stewart Streets. .50 acres. Park is directly adjoining school property. There is no turf to be mowed or planters to be maintained. Site consists of ball fields, tennis court, parking lot and playground with trees.
- kk. Springcreek Park:** Melrose and Old Ranch Road. 3 acres. Springcreek Park contains 1.85 acres of turf and playground. There is 1.15 acres of landscaped slopes.
- ll. Vista San Luis Rey:** 389 Camino Parque. 10 acres consists of a small neighborhood parking lot, open space and trees boarding rear of home sites boarding between Camino Parque and 325 Vista Marazul. Site shall include weed abatement on an as needed basis.
- mm. Welcome Arches:** 900 North Coast Highway. .25 acres. There is no turf. The entire site contains all landscaping.
- nn. Women's Club Park:** Mission Avenue and Brooks Street. .5 acres. Location contains .5 acres of turf.

**CITY OF OCEANSIDE**

**PARK LANDSCAPE MAINTENANCE**

**EXHIBIT C – UNIT PRICE AND UNIT COST SCHEDULE**

**UNIT COSTS SCHEDULE**

<b>Location</b>	<b>Mowing Per site</b>	<b>Edging Per site</b>	<b>Trash Per site</b>	<b>Tennis &amp; Hockey Wash Downs*</b>
Art Alley	N/A	N/A	\$8	N/A
Alamosa Park	\$144	\$36	\$6	N/A
Americanization School	\$42	\$12	\$8	N/A
Balderrama	\$102	\$24	\$6	*\$36
Buccaneer	\$54	\$18	\$6	N/A
Brook's Pool	\$18	\$6	\$8	N/A
Buddy Todd	\$168	\$48	\$48	N/A
Capistrano	\$120	\$24	\$6	*\$36
Cesar Chavez	\$12	\$6	\$6	N/A
Civic Center	\$84	\$24	\$16	N/A
City Operation Center	\$54	\$18	\$16	N/A
Carrasco, Joseph	\$42	\$12	\$8	N/A
Downtown Tree Wells	N/A	N/A	\$6	N/A
Fireside	\$84	\$24	\$12	N/A
Heritage	\$30	\$6	\$8	N/A
Ivey Ranch	N/A	N/A	\$8	N/A
John Landes	\$168	\$48	\$24	*\$36
Libby Lake	\$54	\$18	\$24	N/A
Lake Park	\$144	\$36	\$24	N/A
Lion's Club	\$24	\$12	\$6	N/A

**CITY OF OCEANSIDE**

**PARK LANDSCAPE MAINTENANCE**

**EXHIBIT C – UNIT PRICE AND UNIT COST SCHEDULE**

<b>Location</b>	<b>Mowing Per site</b>	<b>Edging Per site</b>	<b>Trash Per site</b>	<b>Tennis &amp; Hockey Wash Downs*</b>
Luiseno	\$168	\$48	\$16	N/A
<b>Mance Buchanon</b>	\$216	\$72	\$24	N/A
Marlado Highlands	\$144	\$36	\$12	N/A
Marshall	\$54	\$18	\$12	N/A
Martin Luther King Jr.	\$204	\$48	\$72	*\$36
Melba Bishop	\$216	\$72	\$54	N/A
Mission Pointe	N/A	N/A	\$8	N/A
Mission Wells	N/A	N/A	\$6	N/A
Oak Riparian	\$54	\$18	\$16	N/A
OPD Down Town	\$30	\$6	\$12	N/A
Palisades	\$72	\$18	\$16	N/A
Rancho del Oro	\$144	\$36	\$16	*\$36
Ron Ortega	\$114	\$30	\$6	N/A
Senior Citizens Center	\$30	\$6	\$8	N/A
Joe Sepulveda	\$54	\$18	\$12	N/A
South Oceanside	N/A	N/A	\$12	*\$36
Springcreek	\$54	\$18	\$8	N/A
Vista San Luis Rey	N/A	N/A	\$6	N/A
Welcome Arches	N/A	N/A	\$8	N/A
Women's Center	\$30	\$6	\$6	N/A

**CITY OF OCEANSIDE**  
**PARK LANDSCAPE MAINTENANCE**  
**EXHIBIT C – UNIT PRICE**

**UNIT PRICE**

<b>1. Landscape</b>	<b><u>Unit Price</u></b>
Four inch pot	\$2
One gallon shrub	\$8
Five gallon shrub	\$22
Fifteen gallon shrub	\$85
One gallon tree	\$10
Five gallon tree with 8'x2" lodge pole stake	\$35
Fifteen gallon tree with 10'x2" lodge pole stake	\$98
30" box tree w/2 10'x2" lodge pole stakes	\$500
36" box tree w/2 10'x2" lodge pole stakes	\$750
24" box tree w/2 10'x2" lodge pole stakes	\$250
Ground cover @ 64 rooted cuttings per flat (no soil prep)	\$25
Liners	\$1
Soil prep per 1000 sq. ft. with 4 cu yds. nitrolized compost 150 lbs. agricultural gypsum and 15 lbs. 16-6-8 commercial fertilizer	\$175
Hourly rate for landscape foreman	\$50
Hourly rate for landscape labor	\$25
Hourly rate for landscape supervisor	\$35
<b>2. Irrigation</b>	
<b>2.1. Sprinkler heads (Sprinkler heads to be Rainbird unless otherwise noted)</b>	
Include materials (and labor) for installation From tee to bottom inlet of head. (not including tee)	
Shrub spray on 12" riser w/swing & stake	\$7.21
4" plastic pop-up w/swing	\$18.54
4" above w/built-in ADV	\$20.54
6" plastic pop-up w/swing	\$22.66
6" above w/built-in ADV	\$24.66
12" plastic pop-up w/swing	\$28.84
12" above w/built-in ADV	\$30.84
Shrub rotor w/stake (Hunter-P)	\$31.00

**CITY OF OCEANSIDE**  
**PARK LANDSCAPE MAINTENANCE**

**EXHIBIT C – UNIT PRICE**

Above w/built-in ADV	<u>\$33.00</u>
Pop-up rotor (Hunter-P)	<u>\$40.35</u>
Above w/built-in ADV	<u>\$46.35</u>
12" pop-up rotor (Hunter-P)	<u>\$50.00</u>
Above w/built-in ADV	<u>\$52.00</u>
<b>2.2.</b>	<b>Valves (Valves to be Rainbird unless otherwise noted)</b>
	Include materials/labor as with heads.
Rainbird 100 EFB	<u>\$195.00</u>
Rainbird 125 EFB	<u>\$215.00</u>
Rainbird 150 EFB	<u>\$230.00</u>
Rainbird 200 EFB	<u>\$275.00</u>
Wilkins 2" Pressure Regulator	<u>\$400.00</u>
Solenoid	<u>\$30.00</u>
1" Diaphragm	<u>\$50.00</u>
1 1/2" Diaphragm	<u>\$55.00</u>
2" Diaphragm	<u>\$60.00</u>
<b>2.3.</b>	<b>Irrigation Labor</b>
Hourly rate for irrigation foreman	<u>\$55.00</u>
Hourly rate for irrigation labor	<u>\$25.00</u>
Hourly rate for irrigation supervisor	<u>\$42.00</u>

**CITY OF OCEANSIDE**  
**PARK LANDSCAPE MAINTENANCE**  
**EXHIBIT C – UNIT PRICE**

**UNIT PRICE PER PARK**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Acreage</u></b>	<b><u>Amount (2 years)</u></b>
1.	Art Ally	500 sqft	\$8,808
2.	Alamosa	5 acres	\$29,232
3.	Americanization	1/3 acres	\$12,936
4.	Balderamma	3 acres	\$23,256
5.	Buccaneer	4 acres	\$14,616
6.	Brook's Pool	.12 acres	\$7,920
7.	Buddy Todd	19 acres	\$56,856
8.	Capistrano	14 acres	\$26,040
9.	Cesar Chevaz	5,000 sqft	\$6,240
10.	City Operations Center	172,212 sq ft	\$28,776
11.	Civic Center	3 acres	\$32,232
12.	Downtown Tree Wells	300 Sq Ft	\$5,568
13.	Fireside	4 acres	\$19,392
14.	Heritage	4 acres	\$12,264
15.	Ivey Ranch	10 acres	\$8,808
16.	John Landes	10 acres	\$46,488
17.	Carrasco, Joseph	3 acres	\$13,992
18.	Lake Blvd	10 acres	\$39,600
19.	Libby Lake	18 acres	\$24,984
20.	Lion's Club	.5 acres	\$10,104
21.	Luiseno	10 acres	\$42,600
22.	# Mance Buchanon	18 acres	\$55,296
23.	Marlado Highlands	6 acres	\$36,936
24.	Marshall	4 acres	\$17,016
25.	Martin Luther King Jr.	15 acres	\$81,840
26.	Melba Bishop	16 acres	\$67,224
27.	Mission Point	44,651 sq ft	\$8,808
28.	Mission Wells	1/3 acres	\$5,568

**CITY OF OCEANSIDE**  
**PARK LANDSCAPE MAINTENANCE**

**EXHIBIT C – UNIT PRICE**

<u>Item</u>	<u>Description</u>	<u>Acreage</u>	<u>Amount (2 years)</u>
29.	Oak Riparian	20 acres	\$22,392
30.	OPD Downtown	50,091 sq ft.	\$13,560
31.	Palisades	5 acres	\$22,008
32.	Rancho Del Oro	16 acres	\$38,352
33.	Ron Ortega	12 acres	\$21,528
34.	Senior Citizens Center	2 acres	\$16,512
35.	Sepulveda	3 acres	\$18,072
36.	South Oceanside	.50 acres	\$11,424
37.	Springcreek	3 acres	\$15,720
38.	Vista San Luis Rey	7 acres	\$5,368
39.	Welcome Arches	.25 acres	\$7,728
40.	Women's Club	.5 acres	\$10,080