ITEM NO. 10

STAFF REPORT

CITY OF OCEANSIDE

DATE: May 26, 2010

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE LANDSCAPE MAINTENANCE OF THE CITY-OWNED SLOPES ALONG RANCHO DEL ORO DRIVE**

SYNOPSIS

Staff recommends that the City Council approve Amendment 1 in the amount of $61,100 to the Professional Service Agreement with Rancho Del Oro Landscape & Maintenance, Inc., of Oceanside for the landscape maintenance of City-owned slopes along Rancho del Oro Drive between Mesa Drive and Oceanside Boulevard, adding to the scope of work the landscape development of the City-owned slopes from Rancho del Oro Drive along the new El Corazon Senior Center driveway; and authorize the City Manager to execute the amendment.

BACKGROUND

In October 2007 Council approved the Professional Service Agreement with Rancho Del Oro Landscape & Maintenance, Inc. for the landscape maintenance required for the slopes along the western side of Rancho Del Oro Drive.

ANALYSIS

The amendment is for new landscape maintenance and development requirements for the slopes which are a continuation of the Rancho del Oro Drive western slopes that wrap around the new Senior Center along the northern side of the Senior Center driveway. These slopes were created as part of the new Senior Center project and must be landscaped before filing a Notice of Termination for the permit issued by the State Water Resource Control Board. The slope areas are part of the El Corazon development plan and when the remaining street landscapes along Oceanside Boulevard, El Camino Real and Mesa Drive are completed, they will be incorporated into the maintenance plans for El Corazon.

FISCAL IMPACT

The amendment cost is $61,100 and is funded in the Capital Improvement Budget account number 906565700598.5305 (El Corazon Senior Center), which has a current balance of $468,000.

INSURANCE REQUIREMENTS

The City's standard insurance requirements have been and will continue to be met.

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 Amendment 1 in the amount of $61,100 to the Professional Service Agreement with Rancho Del Oro Landscape & Maintenance, Inc., of Oceanside for the landscape maintenance of City-owned slopes along Rancho del Oro Drive between Mesa Drive and Oceanside Boulevard, adding to the scope of work the landscape development of the City-owned slopes from Rancho del Oro Drive along the new El Corazon Senior Center driveway; and authorize the City Manager to execute the amendment.

PREPARED BY:

Gary P. Gurley
General Services Manager

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Joseph Arranaga, Deputy Public Works Director

Scott Smith, City Engineer

Teri Ferro, Financial Services Director

Attachments: Amendment 1
Professional Services Agreement

AMENDMENT NO. 1
RANCHO DEL ORE SLOPE LANDSCAPE MAINTENANCE PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, dated _____, 20__, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Rancho Del Oro Landscape & Maintenance Inc., hereinafter designated as "CONTRACTOR."

RECITALS

WHEREAS, CITY and CONTRACTOR are the parties to a Professional Services Agreement, dated October 10, 2007 to provide Rancho Del Oro Drive slope landscape maintenance for the CITY and;

WHEREAS, CONTRACTOR and CITY desire to amend the Professional Services Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto agree as follows:

1. The Agreement is hereby amended to as follows:

Section 1. **SCOPE OF WORK**, shall be amended as follows:

Add **Exhibit "C", El Corazon Slope 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 "C".

Section 4. **COMPENSATION**, is amended to add subsection 4.01.a.

4.01. a CONTRACTOR's compensation for all work performed in accordance with Amendment 1, shall not exceed the price of $61,100.00. Compensation for Amendment 1 shall not be considered under the provisions of subsection **4.03 Compensation Adjustment Computation.** Costs are allocated as follows:

Irrigation labor and materials.....$35,451.18

Slope maintenance, repair, erosion control, hydroseeding, materials and labor.....20,095.20

Total cost.....$55,546.38

AMENDMENT NO. 1
RANCHO DEL ORE SLOPE LANDSCAPE MAINTENANCE PROFESSIONAL SERVICES AGREEMENT

Contingency..... $5,553.62

2. All other terms, conditions, covenants and provisions of the PROFESSIONAL SERVICES AGREEMENT shall remain in full force and effect.

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 Amendment 1to Professional Services Agreement to be executed by setting hereunto their signatures on the day and year respectively written herein below.

Rancho Del Oro
Landscape & Maintenance Inc.

By: _____ CFO
Name/Title RICHARD KIRK

By: _____
Name/Title President
URIEL ESPINOZA

CITY OF OCEANSIDE

By: _____
Peter A. Weiss
City Manager

APPROVED AS TO FORM:

_____ ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF TENANT'S SIGNATURE(S) MUST BE ATTACHED

CALIFORNIA ALL PURPOSE
Certificate of Acknowledgment

STATE OF CALIFORNIA
COUNTY OF San Diego

On May 3, 2010 before me, Janice K. Peck, Notary Public,
personally appeared Richard Kirk & Uriel Espinoza

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janice K Peck

ESH JANICE K. PECK
COMM. #1782273
Notary Public-California
SAN DIEGO COUNTY
My Comm. Exp. DEC 23, 2011 ESH

OPTIONAL INFORMATION

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document Professional Services Agreement

Document Date _____ Number of Pages 5

Signer(s) Other Than Named Above _____

AMENDMENT NO. 1
RANCHO DEL ORE SLOPE LANDSCAPE MAINTENANCE PROFESSIONAL SERVICES AGREEMENT

Exhibit C

Scope of Work

- Clear and grub slopes and flat areas
- Reuse existing silt fence, where possible, to protect emergent plant growth on slopes from rodents and provide new silt fence where needed
- Remove all existing gravel bags, fiber rolls, and dispose of properly
- Use sheep foot roller to remove existing erosion rills and channels
- Grade all flat areas, as necessary, prior to mulch application
- All dirt areas behind existing curb shall be lowered 4 inches prior to mulch application
- Apply a 4-inch layer of fiber mulch along flat areas
- Construct irrigation system for the slopes with head to head coverage, all lines are to be buried
- Valves shall be plastic in-line valves and located in valve boxes with filter fabric and gravel
- All irrigation wires shall be a minimum of 14 gauge.
- Install 1 extra looped wire in each valve box
- Install backflow preventer device with stainless steel enclosure after existing irrigation meter
- Install master valve per manufacturer's specifications
- Install ball valves at point-of-connection and either side of tee connection after street crossing for a total of 4 valves
- Install quick couplers at solar irrigation controller and at the terminus of each irrigation main line.
- All irrigation control wires are to be located in PVC conduit
- All work associated with the development of the new irrigation line in the City's right-of-way shall be included as part this work (trenching, backfill, demolition and repair of street pavement)
- Saw cut asphalt and install 2 sleeves under street for irrigation main and wires for the master valve.
- Trench backfilling and resurfacing shall be per City standard drawing M-3A
- Existing improvements affected by project activities shall be replaced in-kind

AMENDMENT NO. 1
RANCHO DEL ORE SLOPE LANDSCAPE MAINTENANCE PROFESSIONAL SERVICES AGREEMENT

- All irrigation pipe sections that are in conflict with existing improvements shall be buried and sleeved in PVC piping. Sleeve diameter shall be 2 times irrigation pipe diameter
- Purchase and apply hydroseed and slurry mix on the slopes. Hydroseed and slurry mix shall include a non-irrigated seed mix, bonded fiber matrix with binder, and TRI-C Humate (attachment 1)
- Apply fiber rolls at the toe of slopes and mid-height, if slope is greater than 35 feet in height. Contractor to provide stakes
- Fiber mulch and rolls shall be supplied by the City. Contractor shall haul in mulch from the El Corazon Compost Facility located on the west adjacent property
- Purchase and install a solar irrigation controller on post and vandal-proof enclosure
- Apply a pre-emergent herbicide application to flat areas
- City will prepare traffic control plans for the project
- City will provide construction meter
- City will provide and deliver to site Forest Fines Mulch
- Contractor is responsible for maintaining the hydroseeded slope for a period of 6 months
- Provide manufacturer's/supplier's cut sheets for the hydroseed and slurry mix, solar irrigation controller and encasement, backflow preventer, irrigation valves, irrigation rotors to the City for review prior to construction

This scope of work **DOES NOT include:**
After hours labor.
Permits.

AMENDMENT NO. 1
RANCHO DEL ORE SLOPE LANDSCAPE MAINTENANCE PROFESSIONAL SERVICES AGREEMENT

Attachment 1

Hydroseed Mix for City of Oceanside Senior Center Slopes
Lbs per Acre Botanical Name of Seed

2 Achillea millefolium
10 Atriplex semibaccata
10 Atriplex glauca
2 Camissonia cheiranthifolia
2 Cistus creticus/corsicus
6 Limoniulm perezii
6 Gaillardia aristata
2 Alyssum "Carpet of Snow"
2 Alyssum "Royal Carpet"
3 Eschscholzia californica
20 Plantago insularis
3 Lupinus bicolor

Slurry Contents
2,500-wood cellulose fiber
500-6-2-4 Tri-C Humate

150-M-binder

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Rancho Del Oro Drive Slope 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 Rancho Del Oro Landscape & Maintenance Inc., 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 Rancho Del Oro Drive slope 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. Approximately 450,000 sq ft of City owned property along Rancho Del Ore Drive between Mesa Drive to the north and Oceanside Boulevard to the south.

3. TERM.

3.01 Commencement. The term of this Agreement shall be for a period of two years commencing on November 1, 2007 and terminating October 31, 2009.

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. Either party may terminate this Agreement by providing **ninety (90) days** written notice to the other party.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONTRACTOR for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 4. The CITY shall be required to compensate CONTRACTOR only for work performed in accordance with the Agreement up to and including the date of termination.

4. COMPENSATION.

4.01 CONTRACTOR's compensation for all work performed in accordance with this Agreement, shall be One Hundred Forty-four Thousand Five Hundred Four Dollars ($144,504). Agreement Unit Prices and Unit Cost Schedule are set forth in Exhibit "B" attached hereto and by this reference made part of this Agreement.

4.02 CONTRACTOR shall provide CITY monthly invoices for contracted services of $6,021 per month which is on one twelfth (1/12) of the annual cost of $72,252. 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 "B", 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 preceding the term renewal date.

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 July 1 through June 30 2009 for the first one year renewal and July 1 through June 30, 2010 for the second one 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 x 2.5%) = $125,050

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

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

5. **AGREEMENT BONDS.** Does not apply.

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:

General Liability	
Combined Single Limit Per Occurrence	$1,000,000
General Aggregate	$2,000,000
Automobile Liability Insurance	
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.

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 only for those claims arising from the sole negligence or sole willful misconduct 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 or 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 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 verbal, 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 performed pursuant to this section 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 a verbal, 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 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, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the CITY, except as is otherwise provided in California Public Contract Code Section 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, irrigation, and other improvements) which may be adversely impacted by the CONTRACTOR's work. The CONTRACTOR shall repair or replace any damage, injury, or loss 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.

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.

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 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 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

_____
Rancho Del Oro
Landscape & Maintenance

_____
Rancho Del Oro
Landscape & Maintenance

CITY

_____
Peter Weiss
City Manager

Approved as to form:

_____
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On August 21, 2007 (DATE) before me, Janice K. Peck, Notary Public (NAME, TITLE OF OFFICER)

personally appeared Richard Kirk (NAME(S) OF SIGNER(S))

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

JANICE K. PECK
COMM. #1457946
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Comm. Exp. Dec. 23, 2007

WITNESS my hand and official seal

Janice K. Peck
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNED

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____ (TITLE(S))

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: _____

SIGNER IS REPRESENTING:

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

City of Oceanside
TITLE OR TYPE OF DOCUMENT

Professional Services Agreement

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

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SIGNER(S) OTHER THAN NAMED ABOVE

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On September 26, 2007 (DATE) before me, Janice K. Peck, Notary Public (NAME, TITLE OF OFFICER)

personally appeared Cardenas Perez (NAME(S) OF SIGNER(S))

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

JANICE K. PECK
COMM. #1457946
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Comm. Exp. Dec. 23, 2007

WITNESS my hand and official seal

Janice K. Peck
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNED

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: _____

SIGNER IS REPRESENTING:

DESCRIPTION OF ATTACHED DOCUMENT

City of Oceanside
TITLE OR TYPE OF DOCUMENT

Professional Services Agreement

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A 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 trash clean-up, maintenance of irrigation systems, drainage facilities and hardscape areas. Maintenance of plant material shall include but not be limited to trimming, pruning, fertilization, weed control, cultivation, pest control, tree maintenance and plant replacements.

CONTRACTOR shall be required to respond to CITY services requests, 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.**

Rancho Del Oro Drive Slope Landscape Maintenance

1. MAINTENANCE SCHEDULES.

a. **ANNUAL SCHEDULES.** CONTRACTOR shall submit detailed Annual Maintenance Schedules in calendar format for the AGREEMENT year (October 1 through September 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, 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 SCHEDULE UPDATES.** CONTRACTOR shall submit monthly schedule updates 15 days prior to the beginning of each month.

c. **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.

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 plants, 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 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 15th 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 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 CONTRACTOR's 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 value of the tree and/or an acceptable replacement. Disputes shall be resolved in accordance with Section 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 and utilities. This includes sidewalks, curbs, drainage ditches, buildings, irrigation and utility control values and enclosures. As above, avoid vertical cuts using a feathered back natural approach to pruning.

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 the 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 underplanted with ground cover or covered with mulch shall be raked clean once per month

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.

e. Deep water vines in pockets which are not provided with sprinklers as required to promote optimum growth.

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 Project Manager and Lonicera to 6" two times per year. Ground cover renovation 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. All leafs shall be raked and cleaned as needed.

d. Keep ground covers 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. 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.

f. Maintain an 18" clear strip under fences.

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. GRAFFITI REMOVAL. Graffiti removal/treatment will be the responsibility of the CONTRACTOR, but will be considered an extra upon authorization by the Project Manager. The CONTRACTOR shall be expected to perform this function within 24 hours of notification. This will include painting (matching colors), sandblasting, etc. Proper equipment shall be available at all times.

9. WEEDS. 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 permissible but is only recognized as a part of the necessary process. 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).

10. 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, etc.

e. Included in this AGREEMENT is the control of all nuisance pests that exist in the AGREEMENT area. 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.

11. 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.

12. DRAINAGE FACILITIES. The CONTRACTOR shall be responsible for cleaning of surface drains and inlets located within AGREEMENT area. 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 their failure to properly maintain surface drains.

13. FERTILIZATION.

a. Fertilizers shall be applied as often as needed (6X per year minimum) to keep all trees and plant material in a healthy and vigorous state of growth at all times. Included in the AGREEMENT are 6 soil tests 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/or vines at the CONTRACTORs expense.

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.

14. 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 Subsection 4.01. Plant material shall be installed per City of Oceanside Guidelines and Specifications for Landscape Development.

15. CLEAN-UP.

a. At no time will CONTRACTOR be allowed to blow debris into public streets or gutters without sweeping or vacuuming up the debris.

b. 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.

c. All walkways will be kept clean/clear of debris at all times. Care shall be taken not to create unnecessary hazards to foot traffic.

d. 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.

e. The CONTRACTOR shall remove all branches and debris resulting from inclement weather. The CONTRACTOR shall remain available to assist in any storm related damage repair. The CITY shall pay for such extra work per Subsection 4.01.

16. IRRIGATION SYSTEM.

With the current availability and rising costs of water the CONTRACTOR's primary objective relative to irrigation shall be to efficiently provide moisture based on the actual requirements of the plant material. It is imperative that the CONTRACTOR provides all necessary and appropriately trained personnel to meet this objective. **Failure to make appropriate program changes (including seasonal changes) in a timely manner resulting in excess water use will be considered Substandard Performance per Subsection 3.20.**

a. The CONTRACTOR shall submit a Water Management Program to the Project Manager at the beginning of each AGREEMENT year describing in detail the means by which the primary objectives shall be met. This shall include the route used and the schedules followed to include all controllers and the means employed to determine the water requirements of each area.

b. The CONTRACTOR shall review and adjust all irrigation controller programs a minimum of one (1) time per month. The CONTRACTOR shall submit a monthly progress and tracking report for each controller. Tracking sheets shall include information on days of operation, start time(s) and run times for each valve. Include the previous month's program along with changes made for the current month and the reasons for the changes. **Progress/Tracking sheets are due before the first day of each month**.

c. The CONTRACTOR shall make every effort afforded by the sophistication of each irrigation system to control and avoid irrigation run-off in the landscape and on hardscape surfaces. This shall be accomplished with proper head and valve adjustments and the use of multiple program cycling.

d. Every irrigation system shall be physically observed, repaired and adjusted as needed (minimum of every two weeks) to insure good working order.

16.1 AGREEMENT Irrigation Repair. This AGREEMENT shall include all labor costs for all general irrigation repairs including all mainlines, lateral lines, wires, all valves, heads and emitters. Materials will be paid for as an extra. The CONTRACTOR shall maintain an irrigation labor force sufficient to keep all irrigation systems in good repair at all times.

16.2 Extra 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.

16.3 Irrigation Controller Enclosures.

All controller enclosures shall be painted as often as needed (minimum of 1x per year) to keep in a rust free state. This shall include rust treatment and two final coats of paint. Include this item on the annual schedule.

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. DOG WASTE. All areas shall be kept in a dog waste free condition.

19. TRASH CLEANUP. Cleanup all trash and debris accumulated in the AGREEMENT area once per week. Provide a schedule of trash cleanup to the Project Manager. Trash cleanup shall include the removal and disposal of signage placed within the site boundaries such as notification of garage sales, missing pets, etc.

EXHIBIT B UNIT PRICES AND UNIT COST SCHEDULE

1. Landscape	Unit Price
Four inch pot	$ 1.65
One gallon shrub	6.00
Five gallon shrub	15.00
Fifteen gallon shrub	45.00
One gallon tree	20.00
Five gallon tree with 8'x2" lodge pole stake	40.00
Fifteen gallon tree with 10'x2" lodge pole stake	80.00
30" box tree w/2 10'x2" lodge pole stakes	480.00
36" box tree w/2 10'x2" lodge pole stakes	680.00
24" box tree w/2 10'x2" lodge pole stakes	280.00
Ground cover @ 64 rooted cuttings per flat (no soil prep)	15.00
Liners	12.50
Soil prep per 1000 sq. ft. with 4 cu yds. nitrolized compost 150 lbs. agricultural gypsum and 15 lbs. 16-6-8 commercial fertilizer	650.00
Hourly rate for landscape foreman	35.00
Hourly rate for landscape labor	17.00

2. Irrigation

2.1. Sprinkler heads (Sprinkler heads to be Rainbird unless otherwise noted)
Include materials (and labor) for installation
From tee to bottom inlet of head.
(not including tee)

Shrub spray on 12" riser w/swing & stake	12.00
4" plastic pop-up w/swing	15.00
4"above w/built-in ADV	18.00
6" plastic pop-up w/swing	20.00
6"above w/built-in ADV	23.00
12" plastic pop-up w/swing	40.00

12"above w/built-in ADV	43.00
Shrub rotor w/stake (Hunter-P)	35.00
Above w/built-in ADV	38.00
Pop-up rotor (Hunter-P)	42.00
Above w/built-in ADV`	45.00
12" pop-up rotor (Hunter-P)	45.00
Above w/built-in ADV	48.00

2.2. Valves (Valves to be Rainbird unless otherwise noted) Include materials/labor as with heads.

Rainbird 100 GB	150.00
Rainbird 125 GB	175.00
Rainbird 150 GB	225.00
Rainbird 200 GB	275.00
Wilkins 2" Pressure Regulator	310.00
Solenoid	50.00
1" Diaphragm	75.00
1 1/2" Diaphragm	100.00
2" Diaphragm	150.00

2.3. Irrigation Labor

Hourly rate for irrigation foreman	35.00
Hourly rate for irrigation labor	20.00