

STAFF REPORT*CITY OF OCEANSIDE*

DATE: September 14, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR THE LANDSCAPE MAINTENANCE OF THE CITY PARKS**

SYNOPSIS

Staff recommends that the City Council approve a two-year professional services agreement with Executive Landscape of Fallbrook in the amount of \$222,552 per year for the landscape maintenance of the City's parks, and authorize the City Manager to execute the agreement.

BACKGROUND

Park usage is at an all time high with sports teams of all ages and citizens using the parks daily. The fields, playgrounds, courts and picnic areas require constant attention. 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.

Staff performed a review of the current park maintenance standards in an effort to identify personnel, material and seasonal maintenance requirements that could be relaxed, delayed or eliminated to save money. Standards were set as the minimum necessary to maintain the parks in an acceptable condition considering the overall park usage. The scope of work includes mowing, trimming, pruning, edging, weed control, pest control, trash clean up and removal and plant replacements. Staff has found it more cost-effective to contract out these services.

In July 2011, the City solicited proposals from qualified private companies to perform the landscape maintenance of City's parks. Requests for proposals were sent to firms in the City's vendor list, as well as noticed in local newspapers and on the internet.

ANALYSIS

Nine proposals were received and 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 nine companies with their bid amounts. Staff ranked Executive Landscape first and it was also the low bidder.

The agreement is for a term of two years commencing September 15, 2011, and ending September 14, 2013, for the base agreement price of \$222,552 per year. 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 two-year base agreement cost is \$445,104. 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 2011/2012 agreement cost of \$222,552 is funded in the Public Works Parks Maintenance Budget (Fund # 660613101.5320). This amount could be significantly reduced due to additional budget cuts and the contractor has agreed to unit prices for all landscape maintenance services.

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 Executive Landscape of Fallbrook in the amount of \$222,552 per year for the landscape maintenance of the City's parks, and authorize the City Manager to execute the agreement.

PREPARED BY:

SUBMITTED BY:



H. Kiel Koger
Maintenance and Operations Manager



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager



Teri Ferro, Financial Services Director



Exhibit A

EXHIBIT A

BID SUMMARY

<u>Bidder</u>	<u>City</u>	<u>Bid Amount (Annual)</u>
1. Executive Landscape	Fallbrook, CA	\$222,552
2. Park West Landscape	Escondido, CA	\$251,436
3. Valley Crest	San Diego, CA	\$256,798
4. DMA Greencare	Anaheim, CA	\$269,308
5. New Way Landscape	San Diego, CA	\$276,000
6. Artistic Landscape	Lake Forest, CA	\$321,750
7. Aztec Landscaping	Lemon Grove, CA	\$325,390
8. TruGreen Landcare	Escondido, CA	\$336,792
9. Marina Landscape	Anaheim, CA	\$373,626

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PROFESSIONAL SERVICES AGREEMENT

PROJECT: PARK LANDSCAPE MAINTENANCE

THIS Agreement is made and entered into this _____ day of _____, 2011, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Executive Landscape, 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 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 September 15, 2011 and terminating September 14, 2013.

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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 1st, 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 Two Hundred Twenty-Two Thousand, Five Hundred Fifty-Two dollars (\$222,552) 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.

4.02 CONTRACTOR shall provide CITY monthly invoices based on one

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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, 2012 for the third year renewal and January 1 through December 31, 2013 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.

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

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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:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

6.01.2 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or

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reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.

6.01.3 All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

6.01.4 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

6.01.5 CONTRACTOR shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement 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.

6.01.6 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

6.01.7 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.

6.01.8 Maintenance of insurance by the CONTRACTOR as specified in this 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. To the greatest extent allowed by law, 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 negligent acts, errors or omissions or wrongful acts or conduct of the CONTRACTOR, or its

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employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, 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 resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

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

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 6.01.8** 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

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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:

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- (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, 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

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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.

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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 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

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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.

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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 4 day of AUGUST, 2011.

EXECUTIVE LANDSCAPE

CITY


Edwin B. Earle
President

Peter A. Weiss
City Manager


Walter Earle
Secretary

Approved as to form:

33-0595093
Employer ID #


_____, ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On Aug 4, 2011 before me, Stephanie Knish, notary public
(Here insert name and title of the officer)

personally appeared Walter Anthony Earle and Edwin Brian Earle

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]
 Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

City of Oceanside
(Title or description of attached document)
Park Landscape Contract
(Title or description of attached document continued)

Number of Pages 35 Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is/are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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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, weed control, cultivation, pest control, pond maintenance, and plant replacements.

CONTRACTOR shall be required to respond to CITY services requests and safety issues 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.**

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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. Seasonal pest control applications and chemical weed control schedules shall also be included. Provide separate annual schedules for 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.

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

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PARK LANDSCAPE MAINTENANCE

EXHIBIT A – SCOPE OF WORK

3. 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.
- 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. When detailing, all plant material shall be completed in its entirety per visit or scheduled day.

4. 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

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PARK LANDSCAPE MAINTENANCE

EXHIBIT A – SCOPE OF WORK

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.

5. 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 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.** 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.
- d.** Bare soils areas shall be cultivated a minimum of once per month.
- 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.

6. 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

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PARK LANDSCAPE MAINTENANCE
EXHIBIT A – SCOPE OF WORK

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).

- 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.
- c.** When treating or removing weeds all weed issues will be completed per visit or scheduled day.
- 7. 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.

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- 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.

8. RODENT CONTROL.

- a. 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.

9. DRAINAGE FACILITIES.

- a. 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 their failure to properly maintain surface drains.

10. PLANT ADDITIONS AND/OR REPLACEMENTS.

- a. 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 3.16. Plant material shall be installed per City of Oceanside Guidelines and Specifications for Landscape Development.

11. 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.

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- 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.
- 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 as needed when on site 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 for such extra work per Subsection 3.16.

12. GENERAL GROUNDS

- a. 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.

13. GUARANTEE AND/OR REPLACEMENT POLICY.

- a. 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.

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14. 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. **Mowing.** All lawns shall be mowed per the schedule. Mowing schedule attached and determined by the CITY (See Exhibit A). In parks the cost of mowing will be based upon a per site frequency. 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 and Mance Buchanon Soccer Fields. 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. Parks receiving weekly mowing will be reduced to twice per month from November through March. Parks mowed twice per month will be reduced to once per month from October through March.
- c. **Trimming and Edging.** Trim around trees, graphic walls, building, curbs, header boards, and pave areas per the schedule to present a neat, clean appearance. **No chemicals will be allowed for this purpose.** Damage to tree trucks caused by weed whipping will not be tolerated, CONTRACTOR shall replace damaged trees per Subsection 4.3.2.4. 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.
- d. **Overseeding.** Annual overseeding of all turf will be performed by City.

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- a. Overseeding shall be completed between October and November, after dethatching is completed
- e. **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.
- 15. **DRAINAGE CHANNEL.** 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 channel 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.
- 16. **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.
 - b. Special attention shall be made 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.
 - 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. Any standing or ponding water in playgrounds shall be removed by CONTRACTOR.

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17. 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.

18. DOG WASTE

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

19. TRASH CLEANUP

- a. Trash containers shall be emptied and trash picked up in all areas per the schedule provided by the CITY including weekends. Pick-up days to be specified by the Project Manager. All trash shall be properly disposed of off site each day it is collected. Level 1 parks shall be picked up 7 days/week. Level 2 parks shall be picked up 5 days/week including weekends. Level 3 parks shall be picked up once/month and the day will be determined by the Project Manager (See Exhibit A).
- 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.** The CONTRACTOR shall provide a schedule to be approved by the Project Manager.
- 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 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.

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20. **BALLFIELDS**

- 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.

PROJECT SPECIFIC PROVISIONS FOR EXTRA WORK AS REQUESTED

21. **TREES**

- a. Trees shall be pruned 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 when requested and shall not begin until reviewed with the Project Manager.
- 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. Pruning shall be done by those experienced and skilled in pruning techniques. All cuts shall be done using proper horticultural practices.
- e. Prune trees to allow eight (8) foot clearances for pedestrians and twelve (12) foot above curb gutter for clearance.
- f. Perform minor tree surgery as required.
- g. 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

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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.

- h. All Palm trees shall be pruned in the spring before the first of April. This is considered an extra and to be authorized by the Project Manager.
- i. All pruning implements used on palm trees shall be sterilized from one tree to the next in order to minimize the spread of disease.
- j. **The CONTRACTOR shall be responsible for any tree that dies due to their negligence. This includes 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 Subsection 9.**

22. FERTILIZATION

The CONTRACTOR may be requested to fertilize certain park sites. The CITY will pay for such work as an extra per subsection 3.16. Fertilizer applications will be applied per the written manufacturer labeling and all fertilizer will be supplied to the CONTRACTOR by the City.

- a. Fertilizers shall be applied as often as needed to keep all turf, trees, plant material in a healthy and vigorous state of growth at all times. A minimum two soil tests shall be provided 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. 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.
- d. Apply fertilizers to provide sufficient nitrogen and other basic nutrients on a regular basis to keep turf in a healthy condition. Fertilizer will be applied

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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.

- e. **Before any fertilizer application begins, the type of fertilizer used and frequency applied must be approved by the Project Manager.**
- f. 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.

23. AERATION

Mechanically aerate all turf areas as requested between March 1st and April 1st and between September 1st and October 1st 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.

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.

24. DETHATCHING

Dethatch all lawn areas as requested 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. This work shall be coordinated with the Project Manager. 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.

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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.

25. 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 month and by using a blower once per week as requested.
- 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 effected 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 Project Manager. Under special circumstances, cleaning schedules may change due to tournament play. A revised schedule would then be provided.

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EXHIBIT B – LOCATION OF WORK

LOCATION OF WORK

The following are brief descriptions of each Park Maintenance area. Acreage may be added or reduced from any Park Maintenance area. The method for determining the adjusted AGREEMENT Price shall be the quotient of the proposal price divided by the square feet multiplied by the area to be added or subtracted.

- a. **Alamosa Park:** Mesa Drive and Alamosa Drive. 6.97 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. **Balderrama Park:** 709 San Diego Street. 3.82 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.
- c. **Buccaneer Park:** 1506 South Pacific Street. 3 acres. Buccaneer Park contains 2 acres of turf. There is 24,560 sq. ft. of planters and slopes. The site also provides sheltered picnic area, restrooms and playground area and a parking lot.
- d. **Buddy Todd Park:** Mesa Drive and Parnassus Circle. 16.54 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.
- e. **Capistrano Park:** 770 Capistrano Drive. 11.25 acres. Capistrano Park embodies 10 acres of turf and 27,965 sq. ft. of planters and slopes. Additional amenities include restroom, picnic areas, ballfields, tennis and basketball courts, playgrounds, and parking lot.
- f. **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.
- g. **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 turf ed parkways and trees. Buildings are bordered by 3 acres of planters, trees, parking lots, courtyards and hardscape.

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- h. Fireside Park:** Fireside Drive and Parkside Street. 4 acres. Fireside park contains turf, basketball and volleyball courts, picnic areas and playgrounds.
- i. 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.
- j. 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 ballfields, 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.
- k. 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 ballfields, soccer, restrooms, walking paths, sheltered picnic area, playground and a parking lot.
- l. Libby Lake Park:** 424 Calle Montecito Drive. 14.96 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 four (4) additional adjacent parcels that also must be maintained. They include:

 - 1. Casa Dr., S/E corner.
 - 2. Calle Montecito/De Connector, SW corner.
 - 3. Boys and Girls Club, west slope and north of building.
 - 4. Skate park.
- m. Lion's Club Park:** Cassidy Street and Broadway. .5 acres. Lion's Club Park includes .45 acres of turf. Planters consist of 600 sqft.
- n. Luiseno Park:** 1069 Teal Way. 10.2 acres. Tennis courts, baseball, restrooms, playground and parking lot.
- o. 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.

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EXHIBIT B – LOCATION OF WORK

- p. **Marshall Park:** 1404 Marshall Street. 3.24 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.
- q. **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.
- r. **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.
- s. **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 ballfields, playground, tennis and basketball courts, restrooms, parking lot and drainage channel.
- t. **Oak Riparian Park:** 4625 Lake Blvd. 10.41 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 sqft. of weed abatement to be done as needed.
- u. **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.
- v. **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.
- w. **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.
- x. **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.

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EXHIBIT B – LOCATION OF WORK

- y. 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.
- z. 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 ballfields, tennis court, parking lot and playground with trees.
- aa. 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.
- bb. Women's Club Park:** Mission Avenue and Brooks Street. 1/3 acre. Location contains .5 acres of turf.

CITY OF OCEANSIDE

PARK LANDSCAPE MAINTENANCE

EXHIBIT C – UNIT PRICE AND UNIT COST SCHEDULE

UNIT COST PER PARK

<u>Item</u>	<u>Description</u>	<u>Acreage</u>	<u>Amount (2 Years)</u>
1.	Alamosa	6.97 acres	<u>\$19,656</u>
2.	Balderrama	3.82 acres	<u>\$14,256</u>
3.	Buccaneer	4 acres	<u>\$8,856</u>
4.	Buddy Todd	16.54 acres	<u>\$23,376</u>
5.	Capistrano	11.25 acres	<u>\$16,392</u>
6.	City Operations Center	172,212 sq ft	<u>\$11,184</u>
7.	Civic Center	3 acres	<u>\$14,304</u>
8.	Fireside	4 acres	<u>\$13,440</u>
9.	Heritage	4 acres	<u>\$5,616</u>
10.	John Landes	10 acres	<u>\$25,656</u>
11.	Lake Blvd	10 acres	<u>\$22,536</u>
12.	Libby Lake	14.96 acres	<u>\$24,000</u>
13.	Lion's Club	0.5 acre	<u>\$6,456</u>
14.	Luiseno	10.12 acres	<u>\$25,296</u>
15.	Mance Buchanon	18 acres	<u>\$31,392</u>
16.	Marlado Highlands	6 acres	<u>\$20,496</u>
17.	Marshall	3.24 acres	<u>\$9,336</u>
18.	Martin Luther King Jr.	15 acres	<u>\$39,456</u>
19.	Melba Bishop	16 acres	<u>\$34,392</u>
20.	Oak Riparian	10.41 acres	<u>\$9,888</u>
21.	OPD Downtown	50,091 sq ft.	<u>\$5,592</u>
22.	Palisades	5 acres	<u>\$11,448</u>
23.	Rancho Del Oro	16 acres	<u>\$21,672</u>
24.	Senior Citizens Center	2 acres	<u>\$5,592</u>
25.	Sepulveda	3 acres	<u>\$9,360</u>
26.	South Oceanside	0.50 acre	<u>\$2,616</u>
27.	Springcreek	3 acres	<u>\$8,832</u>
28.	Women's Club	0.33 acres	<u>\$4,008</u>

CITY OF OCEANSIDE
PARK LANDSCAPE MAINTENANCE
EXHIBIT C – UNIT PRICE

UNIT COSTS FOR SERVICES

Item	Mowing Per site	Edging Per site	Trash Per site	Tennis & Hockey Wash Downs*	Fertilize Per site	Tree Trim Per site	Aeration Per site	Dethatching Per site
Alamosa Park	\$140	\$34	\$9	N/A	\$1,060	\$7,576	N/A	\$1,200
Balderrama	\$100	\$22	\$9	*\$35	\$581	\$6,000	\$869	\$1,044
Buccaneer Buddy Todd	\$52	\$18	\$9	\$35	\$665	\$3,760	\$896	\$1,044
	\$165	\$45	\$9	\$35	\$2,131	\$24,480	\$2,646	\$7,308
Capistrano Civic Center	\$120	\$23	\$9	*\$35	\$1,522	\$6,648	\$4,348	\$5,220
	\$82	\$22	\$20	N/A	\$250	\$11,928	\$400	\$500
COC	\$55	\$19	\$20	N/A	\$105	\$15,592	\$508	\$612
Fireside	\$82	\$22	\$15	\$35	\$609	\$3,952	\$1,739	\$2,088
Heritage John Landes	\$30	\$9	\$9	N/A	\$49	\$4,648	\$143	\$168
	\$165	\$45	\$22	*\$50	\$990	\$15,832	\$2,826	\$3,396
Libby Lake	\$165	\$24	\$25	N/A	\$913	\$2,000	\$2,608	\$3,132
Lake Park	\$145	\$35	\$22	N/A	\$836	\$12,064	\$2,391	\$2,868
Lion's Club	\$25	\$22	\$9	N/A	\$66	\$2,648	\$196	\$228
Luiseno Mance Buchanon	\$165	\$45	\$20	\$35	\$1,445	\$10,304	\$3,913	\$4,956
	\$200	\$65	\$22	N/A	\$2,285	\$19,904	\$6,521	\$7,836
Marlado Highlands	\$140	\$32	\$15	N/A	\$532	\$9,940	\$1,521	\$1,824
Marshall	\$60	\$15	\$9	N/A	\$416	\$5,680	\$1,195	\$1,428

CITY OF OCEANSIDE

PARK LANDSCAPE MAINTENANCE

EXHIBIT C – UNIT PRICE

Martin Luther King Jr.	<u>\$220</u>	<u>\$50</u>	<u>\$65</u>	<u>*\$35</u>	<u>\$1,827</u>	<u>\$21,285</u>	<u>\$5,217</u>	<u>\$6,264</u>
Melba Bishop	<u>\$200</u>	<u>\$55</u>	<u>\$45</u>	<u>N/A</u>	<u>\$1,676</u>	<u>\$21,832</u>	<u>\$4,782</u>	<u>\$5,748</u>
Oak Riparian	<u>\$50</u>	<u>\$20</u>	<u>\$15</u>	<u>N/A</u>	<u>\$423</u>	<u>\$10,504</u>	<u>\$1,217</u>	<u>\$1,452</u>
OPD Down Town	<u>\$30</u>	<u>\$9</u>	<u>\$9</u>	<u>N/A</u>	<u>\$34</u>	<u>\$5,968</u>	<u>\$108</u>	<u>\$108</u>
Palisades	<u>\$70</u>	<u>\$15</u>	<u>\$15</u>	<u>N/A</u>	<u>\$532</u>	<u>\$8,560</u>	<u>\$1,521</u>	<u>\$1,824</u>
Rancho del Oro	<u>\$140</u>	<u>\$35</u>	<u>\$20</u>	<u>*\$35</u>	<u>\$1,827</u>	<u>\$10,680</u>	<u>\$5,217</u>	<u>\$6,264</u>
Sr. Citizens Center	<u>\$30</u>	<u>\$9</u>	<u>\$9</u>	<u>N/A</u>	<u>\$4</u>	<u>\$6,620</u>	<u>N/A</u>	<u>\$12</u>
Joe Sepulveda	<u>\$50</u>	<u>\$15</u>	<u>\$15</u>	<u>\$35</u>	<u>\$359</u>	<u>\$6,712</u>	<u>\$1,130</u>	<u>\$1,356</u>
South Oceanside	<u>N/A</u>	<u>N/A</u>	<u>\$15</u>	<u>*\$35</u>	<u>N/A</u>	<u>\$3,000</u>	<u>N/A</u>	<u>N/A</u>
Springcreek	<u>\$55</u>	<u>\$15</u>	<u>\$9</u>	<u>N/A</u>	<u>\$280</u>	<u>\$5,488</u>	<u>\$804</u>	<u>\$960</u>
Women's Club	<u>\$25</u>	<u>\$5</u>	<u>\$5</u>	<u>N/A</u>	<u>\$49</u>	<u>\$5,572</u>	<u>\$144</u>	<u>\$168</u>

* Tennis/Hockey court cleaning on Fridays.

**CITY OF OCEANSIDE
PARK LANDSCAPE MAINTENANCE**

EXHIBIT C – UNIT PRICE

UNIT PRICE

1. Landscape	<u>Unit Price</u>
Four inch pot	<u>\$2.50</u>
One gallon shrub	<u>\$9.00</u>
Five gallon shrub	<u>\$22.10</u>
Fifteen gallon shrub	<u>\$85.00</u>
One gallon tree	<u>\$9.75</u>
Five gallon tree with 8'x2" lodge pole stake	<u>\$36.00</u>
Fifteen gallon tree with 10'x2" lodge pole stakes	<u>\$110.00</u>
30" box tree w/2 10'x2" lodge pole stakes	<u>\$500.00</u>
36" box tree w/2 10'x2" lodge pole stakes	<u>\$760.00</u>
24" box tree w/2 10'x2" lodge pole stakes	<u>\$325.00</u>
Ground cover @ 64 rooted cuttings per flat (no soil prep)	<u>\$28.00</u>
Liners	<u>\$2.00</u>
Soil prep per 1000 sq. ft. with 4 cu yds. nitrolized compost 150 lbs. agricultural gypsum and 15 lbs. 16-6-8 commercial fertilizer	<u>\$200.00</u>
Hourly rate for landscape foreman	<u>\$42.00</u>
Hourly rate for landscape labor	<u>\$38.00</u>
Hourly rate for landscape supervisor	<u>\$43.00</u>
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	<u>\$14.00</u>
4" plastic pop-up w/swing	<u>\$18.00</u>
4"above w/built-in ADV	<u>\$23.40</u>
6" plastic pop-up w/swing	<u>\$26.00</u>
6"above w/built-in ADV	<u>\$29.90</u>
12" plastic pop-up w/swing	<u>\$30.00</u>
12"above w/built-in ADV	<u>\$35.00</u>
Shrub rotor w/stake (Hunter-P)	<u>\$31.00</u>
Above w/built-in ADV	<u>\$39.00</u>

CITY OF OCEANSIDE
PARK LANDSCAPE MAINTENANCE
EXHIBIT C – UNIT PRICE

Pop-up rotor (Hunter-P)	<u>\$45.00</u>
Above w/built-in ADV`	<u>\$50.00</u>
12" pop-up rotor (Hunter-P)	<u>\$60.00</u>
Above w/built-in ADV	<u>\$70.00</u>

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

Rainbird 100 EFB	<u>\$185.00</u>
Rainbird 125 EFB	<u>\$200.00</u>
Rainbird 150 EFB	<u>\$225.00</u>
Rainbird 200 EFB	<u>\$265.00</u>
Wilkins 2" Pressure Regulator	<u>\$400.00</u>
Solenoid	<u>\$67.60</u>
1" Diaphragm	<u>\$54.50</u>
1 1/2" Diaphragm	<u>\$61.10</u>
2" Diaphragm	<u>\$67.00</u>

2.3. Irrigation Labor

Hourly rate for irrigation foreman	<u>\$48.00</u>
Hourly rate for irrigation labor	<u>\$28.00</u>
Hourly rate for irrigation supervisor	<u>\$48.00</u>

