

**GENERAL SPECIFICATIONS FOR  
LANDSCAPE MAINTENANCE  
FOR THE CITY OF HUNTINGTON BEACH, CALIFORNIA**

GENERAL

The specifications for the hereinafter described Landscape Maintenance services of those parks, median, roadside and public facilities in the City of Huntington Beach as specified in the Contract Documents shall consist of the requirements and conditions of the following documents: Standard Specifications for Public Works Construction Latest Edition and General Requirements of the City of Huntington Beach, excepting deleted sections, the Arboricultural and Landscape Standards and Specifications of the City of Huntington Beach, the California Landscape Contractors Association Standards book, Supplemental General Requirements, Special Provisions, Attachments, the Proposal, the composite of which shall hereinafter be referred to as the Specifications.

**MANDATORY JOBWALK:**

Wednesday, September 15, 2010 9:00am sharp. Meet at City of Huntington Beach, Civic Center, 2000 Main Street, Huntington Beach CA 92648, at top of stair on East side of 5 story Civic Center building.

INSTRUCTIONS TO BIDDERS

1. Proposal Forms

Bids shall be submitted in writing on the bid proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will reject any proposal not meeting these requirements. The bid shall be filed with the Purchasing Department Lower Level, City Hall, 2000 Main Street, Huntington Beach, CA 92648 which shall be endorsed with the Project Title 10-0927 MSC#473 as it appears on the Request for Quotation. Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. The complete proposal forms shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless requested. No oral, telegraphic, telephonic, or electronic proposals or modifications will be considered. The proposal may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, that it has been executed by the bidder or his duly authorized representative, and that it is filed with the AGENCY.

2. Proposal Guarantee

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier's check or bid bond payable to the AGENCY in the amount not less than 10% of the total amount named in the proposal. Any proposal not accompanied by such a guarantee will not be considered. Said check or bond shall be made payable to the AGENCY, and shall be given as a guarantee that the bidder, if awarded the Work, will

enter into a contract within 10 working days after the award. In the case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the AGENCY.

### 3. Proposal Signature

If the proposal is made by an individual, it shall be signed and his full name with his address shall be given; if it is made by a firm, it shall be signed with the co-partnership name by a member of the firm who shall sign his own name and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

### 4. Delivery of Proposal

Proposals shall be enclosed in a sealed envelope plainly marked on the outside:

**"SEALED BID"**  
**Landscape Maintenance Contract –# 10-0927 MSC 473**  
**CITY OF HUNTINGTON BEACH/Purchasing Division –**  
**DO NOT OPEN WITH REGULAR MAIL**

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY's designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered.

### 5. Return of Proposal Guarantees

The proposal guarantees of the second and third lowest bidders will be held until the awarded bidder has properly executed all contract documents. Within 10 working days after the award of contract, the remaining proposal guarantees accompanying all other proposals will become null and void and returned to the unsuccessful bidders.

### 6. Taxes

No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.

### 7. Disqualification of Bidders

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected and the bidder will be disqualified. If there is reason for believing that collusion exists among any or all of the bidders, any or all proposals may be rejected. Proposals in which the prices are obviously unbalanced may be rejected.

## 8. Contractor's License Requirement

This project requires the Contractor to possess a valid State of California C-27 license of the proper classification in accordance with the provisions of Public Contract Code Section 10164.

## 9. References

All reference information called for in the bid proposal must be submitted with the bid proposal.

## 10. Subcontractors

No subcontractors shall be used for any portion of this contract.

## 11. Discrepancies and Misunderstandings

Bidders must satisfy themselves by personal examination of the work site, plans, specifications and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the Work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Should a bidder find any errors, omissions, or discrepancies in the plans, specifications, and other contract documents or should he be in doubt as to their meaning, he shall notify the AGENCY in writing by DATE. Should it be found necessary, a written addendum will be sent to all bidders and/or posted on the City's website. Any addenda issued during the bidding period shall form a part of the contract and shall be included with the proposal.

It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of this contract shall effect or modify any of the terms or obligations herein contained.

## 12. Equivalent Materials

Requests for the use of equivalents to those specified must be submitted to the AGENCY ten (10) working days prior to the need of such materials. Within that time, the AGENCY will issue a written response indicating approval or disapproval of such request. It is the sole responsibility of the successful bidder to prove to the AGENCY that such a material is truly an equivalent.

### 13. Legal Responsibilities

All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other contract documents, and to full compliance therewith. Additionally, any bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the labor code for each craft, classification or type of workman required as set forth by the Director of Industrial Relations of the State of California.

### 14. Award of Contract

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the AGENCY. The AGENCY reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a maximum period of 60 days. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated.

### 15. Material Guarantee

The successful bidder may be required to furnish a written guarantee covering certain items of work for varying periods of time from the date of acceptance of the work by the AGENCY. The work to be guaranteed, the form, and the time limit of the guarantee will be specified in the special provisions. Said guarantee shall be signed and delivered to the AGENCY before acceptance of the contract by the AGENCY.

### 16. Execution of Contract

**The successful bidder shall execute a written contract with the AGENCY on the form of agreement provided, and shall secure all required insurance within 10 working days from the date of the award.** Failure to enter into a contract shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder fails to execute the contract, the AGENCY may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder fails to execute the contract, the AGENCY may award the contract to the third lowest bidder. On the failure of such second or third lowest responsible bidder to execute the contract, such bidder's guarantees shall be likewise forfeited to the AGENCY. The work may then be re-advertised.

### 17. Submission of Insurance

The successful bidder will be required to furnish the necessary insurance to the AGENCY within 10 working days from the award of contract. Prior to the execution of

the contract, the AGENCY must be furnished with a *Policy Endorsement*, from the successful bidder's insurance company, naming the AGENCY as an additional insured.

#### 18. Addenda

The effect of all addenda to the contract documents shall be considered in the bid package and said addenda shall be made part of the contract documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid irregular and shall result in its rejection by the AGENCY.

#### 19. Bid Protest

To be considered timely, a bid protest must be filed within the following time limits:

- a. Protests based upon alleged defects or improprieties in the bid documents shall be filed prior to the date of bid opening.
- b. All other protests must be filed within five calendar days after the protester knew or should have known the basis of the protest, but no later than five calendar days after the date of when the Bids were due to the AGENCY.

#### 20. Questions

Questions regarding the bid documents (i.e. plans, specifications, contract documents, bid forms, etc.) will be received in writing by the buyer listed on RFQ form up to five (5) working days prior to the bid opening. Questions asked of the buyer after this time will not be addressed.

#### 21. Scope of Work

The contractor shall perform all work necessary to complete the Contract in a satisfactory manner. The areas to be maintained shall include but not be limited to turf areas, ground cover areas, trees, shrubs, play equipment, park furniture, restrooms, sand play areas, drain lines, sidewalks, driveways and aprons, ditches, catch basins, gutters, curb drains, irrigation systems, and park accessories (excluding lighting equipment). Beach areas to the high tide line area are excluded from the park maintenance area.

#### 21. Term of Agreement

The term of this agreement shall be one (1) year. The contract may be renewed by mutual agreement of both parties for three (3) additional one (1) year terms. City does not have to give reason if it elects not to renew. If City and contractor are unable to agree on a mutually acceptable contract, the agreement shall be terminated.

Contractor, in addition to the annual contract price, may request a cost of living increase, if any. This cost of living increase shall be based on the percentage of increase in the Los Angeles-Orange-Riverside All Urban Consumer Price Index (CPI) or any relevant successor for the Orange County area from April to April of the preceding twelve (12) months, not to exceed 5%. On or before **May 31 following one**

**full year of service**, and on or before May 31 of each year thereafter during the four (4) year extended term of this Agreement, Contractor shall request in writing from City the cost of living increase proposed, if any, and the additional amount of money requested by Contractor, for the period of **October 1** through the following **September 30** and each similar one (1) year period thereafter during the four (4) year extended term of this agreement. If the additional amount of money requested is acceptable to City, City shall pay such additional compensation to Contractor commencing with the October billing period of the effective year during the four (4) year extended term of this Agreement. Contractor shall be entitled to only one adjustment per year as provided above during the contract extended term for such a cost of living increase; and this adjustment shall be full compensation to Contractor for all costs and expenses, of whatever type or nature, not included in the annual contract price.

## 22. Work Schedule

- a. The Contractor shall deliver to the City a complete park and landscape maintenance weekly work schedule along with the size of work crew and equipment summary sheet, prior to start of the maintenance contract.
- b. The City retains the right to have certain work sites maintained on certain days.
- c. Contractor is expected to have the same maintenance work crew assigned to its work sites at all times on a continuous basis.
- d. Contractor at no time shall leave a work site to complete another sections project, without having completed the work assignment for that day.

## 23. Emergency Services

The Contractor shall provide the City with the names and telephone numbers of at least two (2) qualified persons who can be called by City representatives when emergency maintenance conditions occur during hours when the Contractor's normal work force is not present. Such work will be performed and is considered part of contract. The City shall call for such assistance only in the event of a genuine and substantial emergency. The Contractor shall provide emergency call out personnel, which will respond to the work site within one hour of call from City. Emergency services and call outs are part of this contract. Failure to respond to emergency call out resulting in the dispatch of city response personnel will result in a \$75.00 per hour call out fee with a two-hour minimum.

## 24. Working Time Limits

All work specified shall be performed between the hours of 7:00 a.m. and 5:00 p.m., and between the days of Monday and Friday, or as directed by the Maintenance Operations Manager or designee.

## 25. Improvements

The Contractor or third party may do construction of sidewalks, turf areas, play equipment, and irrigation system installations, when requested by the City. Such work shall be considered as extra work and shall be paid for as specified.

## 26. Qualifications of Contractor

In order to be eligible to enter into this contract with the City, the bidder shall:

- a. Have been engaged successfully in the maintenance of automated/computerized irrigation systems, trees, shrubs, ground cover, turf areas and pest management services for a period of at least five (5) years at the time of the awarding of this contract.
- b. Agree to employ an English-speaking crewleader on a regular basis to supervise the work at the landscape sites.
- c. Be recognized by the City as well qualified to perform park and landscape maintenance on the basis of experience, expertise, equipment and financial stability.
- d. Contractor must have worked for a Public Agency on at least six (6) current landscape contracts for landscape maintenance; three (3) of which must be of relatively similar size, level of service and cost as this specified work or greater than this project.
- e. The following must be supplied by contractor:
  - i. Contractor must have a valid California C-27 license.
  - ii. Contractor or contractor's employee must be Certified Pest Control Operator as certified by the State of California and shall maintain the Certification during the term of this agreement.
  - iii. Contractor must have on staff and maintain during the term of the contract, a State Certified Pest Control Advisor for written recommendations.
  - iv. Contractor must have on staff and maintain during the term of this contract, an ISA Certified Arborist for written recommendations.
  - v. Contractor must have office within the city of Huntington Beach
  - vi. Contractor must have radio or telephone communications between office and field personnel.
  - vii. Contractor must have 24-hour answering service.
  - viii. Contractor must have 5 years of experience in roadside and median landscape maintenance.

- ix. Contractor must have sufficient vehicles and equipment to maintain contract and meet City inspection. No employee's personal vehicle shall be used to maintain City Contract.
  - x. Employees must wear orange or similar fluorescent colored, high-contrast reflective shirts or vests for safety purposes, and uniforms identified with company name.
  - xi. Contractor must obtain and keep current a City Business License.
  - xii. Contractor must have vehicles marked with name and telephone number of Company.
  - xiii. Contractor must maintain insurance, as required by City during term of contract.
- f. Contractor must provide the following organizational information:
- i. Organization Chart inclusive of executives and descending to on-site crewleader.
  - ii. Brief description of company personnel and training procedures.
  - iii. The Contractor shall provide a qualified, English speaking crewleader or supervisor to oversee the work force. A listing of guaranteed size of work force by job classification shall be provided to the City prior to beginning work.

## 27. Public Safety

Where public safety is affected, the Contractor shall make immediate equipment repairs or removals of landscape and irrigation material and shall report such repairs or removals within 24-hours to the Maintenance Operations Manager or designee.

## 28. Loss

- a. City-owned property whether real or personal, which is damaged or destroyed through vandalism or fire or which disappears through an unknown source and is repaired or replaced by the contractor after prior approval by the Maintenance Operations Manager or designee shall be part of contract.
- b. Where public safety is affected, the Contractor shall make immediate equipment repairs or removals and shall report such repairs or removals within 24- hours to the Maintenance Operations Manager or designee.

## 29. On-Site Storage

The storage of tools, equipment or materials within the project area, public right-of-way or easements is prohibited.

## 30. Personal Attire and Equipment

- a. The Contractor shall require each of his employees to adhere to basic Public Works standards of working attire. This includes uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of the clothing. Shirts shall be worn at all times, buttoned and tucked in. Blue uniforms are not acceptable.
- b. Contractor shall display the name of his firm on any vehicles used by the Contractor's employees to carry supplies and equipment. The firm name shall be in letters large enough to be easily legible from a distance of one-hundred (100) feet.
- c. All contractor trucks and other vehicles shall be uniform in color scheme and paint. All vehicles and equipment shall be in good condition and appearance. All vehicles will display a sign on the vehicle while working on City areas indicating the Contractor is under contract with the City. This sign shall be visible at all times.

### 31. Chemical Control

- a. Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial relations and all other agencies, which govern the use of application of chemicals required in the performance of the work. Chemicals shall include but not be limited to fertilizers, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliant, desiccants, soil sterilants and repellents.
- b. Contractor shall apply spray chemicals when air currents are motionless preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in, or near, the project. All chemical applications shall be recommended and supervised by the Contractor's state licensed Pest Control Advisor. The Contractor's state licensed Pest Control Operator shall make application.
- c. Contractor shall submit a schedule of work plus name of any chemicals used, outlining date, location and work to be performed, four (4) days prior to the week of work. Said schedule shall be submitted to the Maintenance Operations Manager or designee.
- d. The Contractor shall provide complete and continuous control and/or eradication of all plant pests or diseases. The contractor shall obtain any necessary permits to comply with City, County, State, or Federal regulations or laws prior to commencement of work
- e. Contractor will assume responsibility and liability for the use of all chemical controls. Pests and diseases to include, but not limited to, all vertebrates, insects, aphids, mites, invertebrates, pathogens, and nematodes. Controls to include necessary use of integrated pest control systems involving the use of life history information and extensive monitoring. Control through prevention,

cultural practices, pesticide applications, exclusion, natural enemies, biological control and host resistance.

- f. All material use shall be in strict accordance and applied within the most current EPA regulations and the California Food and Agricultural Code.
- g. City shall be notified prior to the applications of pesticides and other chemicals. Pesticide applications shall be recorded on the Maintenance Schedule and coordinated with Maintenance Operations Manager or designee. Material use reports of all pesticides shall be filed with the city no later than the 10<sup>th</sup> of every month of the preceding month.
- h. Application of Pesticides
  - i. Timing: Pesticides shall be applied at times, which limit the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas.
  - ii. Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which each area is capable of receiving without runoff.
  - iii. Handling of Pesticides: Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used to which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the State of California Food and Agricultural Code or EPA regulations.
  - iv. Equipment and Methods: Spray equipment shall be in good operating condition, quality, and design to efficiently and effectively apply materials to the target area. Minimize drift by avoiding high-pressure applications and using water-soluble drift agents.
  - v. Selection of Materials: Pesticides shall be selected from those materials, which characteristically have the lowest residual persistence. Use of emulsifiable concentrates shall be used when possible to limit windblown particles. The use of adjuvants will be to increase pesticide efficiency thereby reducing the total amount of technical material required to gain control.
  - vi. Substitutions: Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the Maintenance Operations Manager or designee.
  - vii. Certification of Materials: All materials shall be delivered on the site in original unopened containers. Materials shall be subject to inspection by the Maintenance Operations Manager or designee.

- viii. All areas of the landscape shall be inspected on a weekly basis for infestations of harmful pests such as gophers, rabbits, squirrels, ants, insects, mites, snails and sow bugs. Plants shall be observed closely for leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliation, or wilted.
- ix. Identify the cause of injury and consult a State of California Certified/Licensed Pest Control Advisor before application of chemical treatments.
- x. The State of California Agricultural Code requires that pest control chemicals may be used only after a written recommendation by a State of California licensed Pest Control Advisor is obtained. A recommendation consists of all the applicator should know for an accurate and safe usage.
  - 1. The recommendation must be time and site specific.
  - 2. Application of all pesticides shall be only by a properly State Licensed Pest Control Operator of a Certified Applicator of Pesticides.
  - 3. There shall be no application of a pesticide without written permission of the Maintenance Operations Manager or designee.
  - 4. In case a Restricted Use Pesticide is recommended, the City must be in receipt of use permit issued only by the County of Orange Agricultural Commissioner to the Contractor.
  - 5. Contractor shall apply spray chemicals when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in, or near, the project.
  - 6. Contractor shall submit a schedule outlining date, location and work to be performed, four (4) days prior to the week of work. Said schedule shall be submitted to the Maintenance Operations Manager or designee.

### 32. Coordination

Contractor shall coordinate work with the Maintenance Operations Manager or designee to prevent conflict with City programs and activities. The Maintenance Operations Manager or designee's office is located at 17581 Gothard Street, Huntington Beach. He may be reached by telephone at 714/536-5480.

### 33. Water Conservation

- a. Contractor shall, whenever possible, minimize the use of water during maintenance operations. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for the safety of and for the protection of equipment, shall be discouraged. In no case shall the Contractor use water to rinse or flush chemicals of any kind from equipment onto the work site and/or drainage or sewage systems.

- b. Contractor shall comply with City of Huntington Beach Storm Water and Urban Runoff Management Municipal Code Chapter 14.25 and with City of Huntington Beach Water Efficient Landscape Municipal Code Chapter 14.52 at all times.

#### 34. Sound Control Requirements

- a. Contractor shall comply with all County sound control and noise level rules, regulations and ordinances and with City of Huntington Beach Noise Control Municipal Code Chapter 8.40, which apply to any work performed pursuant to the Contract, and shall make every effort to control any undue noise resulting from the operation.
- b. Each internal combustion engine used for any purpose on the project or related to the project shall be equipped with a muffler or a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. Said noise level requirement shall apply to all equipment on the project or related to the project including but not limited to trucks, transit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of the public or Contractor's personnel.

#### 35. Inclement Weather

- a. During the periods when inclement weather hinders normal operations, the Contractor shall adjust his work force in order to accomplish those activities that are not affected by weather.
- b. The Contractor shall restake and re-tie trees or other such activities as required as a result of inclement weather. The Contractor will stay available to assist in any storm related damage repair to sites in this contract.
- c. Contractor shall not work or perform any operations during inclement weather that may destroy or damage ground cover or turf areas. The Contractor shall contact the Maintenance Operations Manager or designee for the determination of non-operation conditions.
- d. The Contractor shall immediately notify the Maintenance Operations Manager or designee when the work force has been removed from the job site due to inclement weather or other reasons.

#### 36. Contract Documents

Contract documents shall consist of the specifications and exhibits, plans, insurance certificates, the contract and all submittals required.

#### 37. Underground Excavations

Contractor shall be responsible for locating all underground utility lines to insure the safety of his/her work crew and to protect in place existing utility equipment before

commencing any excavation. Contractor shall contact the Maintenance Operations Manager or designee and Underground Service Alert (1/800-422-4133) 48 hours before commencing any excavation, to locate underground service lines.

#### 38. Plans

- a. One set of reduced planting and irrigation plans for each park are provided as part of the contract documents for the Contractors general reference. The Contractor shall be responsible for verifying in the field, areas, quantities and facilities for accuracy.
- b. Full scale blue line prints of the irrigation and planting plans will be made available to the Contractor upon request, for a fee of \$10.00 per set per park (prices subject to change).

#### 39. Exhibits

Exhibits consist of Exhibit A through D.

#### 40. Air Pollution

- a. Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract and shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.
- b. Material to be disposed of shall not be burned.

#### 41. Inspection of Work and Deficiency Notice

- a. The City and Contractor's representative shall make weekly inspections of all areas included in the contract. The results of each inspection shall be recorded and retained for reference using a Weekly Inspection Sheet (Exhibit A). Thirty-two (32) hours shall be allotted monthly for inspection and contract supervision. The Contractor shall compensate the City for all time required for inspection and supervision in excess of the above specified time, providing that:
  - i. The excess time is, in the opinion of the City, required due to an inadequate level of maintenance;
  - ii. The Contractor has been informed of the deficiencies upon completion of weekly inspection;
  - iii. The Contractor has failed to correct said deficiencies within twenty-four (24) hours after notifications period. Compensation shall be charged at a rate including actual time, mileage and fringe benefit costs incurred by the City.
  - iv. If specified herein, the City shall, at its option, in addition to or in lieu of other remedies provided herein, withhold payment from the Contractor in an amount specified in the Agreement until services are rendered in accordance with specifications set forth within this document and provided no other arrangements have been made between the Contractor and the City.

- b. Notices and penalties for non-performance are set forth as follows:
  - i. Deficiency Notice (Exhibit C): The Contractor is required to correct deficiencies within the time specified by the City of Huntington Beach. If the deficiency is not corrected within the time specified by the City, City forces will be called out to complete the work. Such work shall be done on a force account basis with an additional call out charge of \$75.00 per hour for each call-out. Call-out of City forces during off-hours, resulting from improper programming of sprinkler controllers, will be charged to the Contractor at time and a half. It also should be noted that there is a minimum two-hour charge for labor on any call-out.
  - ii. Withholding of Payment: Provided work under the Deficiency Notice has not been completed; payment for subject deficiency shall be withheld until deficiency is corrected, without right to retroactive payments.
  - iii. The Contractor's representative shall contact the City on a regular basis for notification of special maintenance item(s) requiring correction.
  - iv. The Contractor shall provide a Crewleader and maintenance crew at park and landscape sites weekly during normal working hours as determined by the City.

## I. SPECIAL PROVISIONS TRAFFIC AND DETOURS

- 1. Protection and Restoration of Existing Improvements
  - a. The Contractor shall relocate, repair, replace or re-establish all existing improvements within the project limits which are not designated for removal (e.g., curbs, gutters, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements and structures) which are damaged or removed as a result of his operations.
  - b. Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.
  - c. Relocations, repairs, replacements or re-establishments shall be equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.
  - d. All cost to the Contractor for protecting, removing, restoring, repairing, replacing, or re-establishing existing improvements shall be included in the bid in other items of work unless otherwise specified.
- 2. Public Conveniences and Safety (Traffic and Access)

- a. The Contractor shall provide and maintain all signs, barricades, flashers, delineators and other necessary facilities for the protection of the motoring public within the limits of the work area. He shall also post proper signs to notify the public regarding detours and conditions of the roadway, all in accordance with the provisions of the California Vehicle Code, the current State of California Department of Transportation "Manual of Traffic Controls for Construction and Maintenance Work Zones".
- b. The Contractor shall provide to the Maintenance Operations Manager or designee a telephone number at which the Contractor's representatives can be reached, at any hour, should an emergency occur requiring replacement or relocation of the required traffic control devices.
- c. Prior to the start of any construction, the Contractor shall inform the AGENCY's Police and Fire departments of the project location, approximate start date, completion date, and the name and telephone number of Contractor representatives who may be contacted at any hour in the event of an emergency.
  - i. POLICE DEPARTMENT: Watch Commander @ 714/960-8809
  - ii. FIRE DEPARTMENT: Battalion Chief/Development @ 714/536-5411
- d. Information signs shall be required on all arterial streets one week prior to beginning of roadway construction projects.
- e. The Contractor shall adhere to applicable sections of California Administrative Code, Title 8, concerning electrical and construction safety standards and practices.
- f. Contractor shall require that all personnel who are working the project site wear an approved safety vest. Any worker without a vest may be ordered off the job until such apparel is acquired. Questions as to approved vests shall be directed to the Maintenance Operations Manager or designee.
- g. Prior to the beginning of work, the Contractor shall execute the construction traffic control plan prepared per current AGENCY guidelines to safely prosecute the work involved with a minimum of inconvenience to the motoring public. Removing the existing striping shall delineate any relocation of travel lanes longer than three calendar days and legends by wet sandblasting and placing new striping and legends as required. Upon completion of the work and the restoration of the road surface to its final condition, the Contractor shall remove temporary striping by wet sand blasting.
- h. If the traffic cones or portable delineators are damaged, displaced or are not in an upright position, for any reason, the contractor shall immediately replace or restore to their original location, in an upright position, the cones or portable delineators.
- i. The Contractor shall provide and maintain all signs, barricades, flashers, delineators and other necessary facilities for the protection of the motoring public within the limits of the construction area. Contractor shall also post proper signs

to notify the public regarding detours and conditions of the roadway, all in accordance with the provisions of the Vehicle Code.

- j. The Contractor shall furnish such flagmen and equipment as are necessary to give adequate warning to traffic or to the public of any dangerous conditions in accordance with the current Department of Transportation "Instructions to Flagmen".
- k. All existing traffic signs and street signs shall be maintained in visible locations during construction. Signs designated for removal shall be salvaged and delivered to the AGENCY Yard or disposed of as directed by the AGENCY.

### 3. Warning Signs

Adequate warning signs for motorists shall be placed and maintained throughout all applicable phases of the work including speed limit reduction, loose gravel, fresh oil, and open trench. Signs shall be 36" X 36" in size; shall be on site ready for placement prior to start of the applicable phase of work and shall be placed in advance on all streets approaching the work zone.

### 4. Street Closures, Detours, Barricades

- a. Street closures will not be allowed except as specifically permitted by the Maintenance Operations Manager or designee.
- b. Construction Traffic Control Plans shall be prepared in accordance with the AGENCY's latest Traffic Control Plan Preparation Guidelines and shall be reviewed and approved by the Engineer. The Contractor shall submit the plans to the Maintenance Operations Manager or designee for approval or correction at least 10 working days before approved plans will be required for commencing the work.
- c. Approval of the plans by the Maintenance Operations Manager or designee shall not relieve the Contractor from the responsibility for errors or omissions in the plans or from deviations from the Contract Documents. The Contractor shall be responsible for the correctness of the plans and for the results obtained by the use of such plans.

### 5. Protection of the Public

- a. It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service or from the failure of partly completed work or partially completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

- b. Whenever, in the opinion of the Maintenance Operations Manager or designee, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures of property, which may be damaged by the Contractor's operations and when, in the opinion of the Maintenance Operations Manager or designee, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Maintenance Operations Manager or designee will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation, the Maintenance Operations Manager or designee may provide suitable protection to said interests by causing such work to be done and material to be furnished as may be necessary.
- c. The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

## 6. Hauling

- a. Spillage resulting from hauling operations on or across public thoroughfares shall be immediately removed at Contractor's expense.
- b. If the spillage is of a hazardous substance, such as petroleum products, or pesticides, Contractor is required to contact the Maintenance Operations Manager or designee immediately and also prevent the substance from running into storm drains.

## II. TURF MAINTENANCE

### 1. Mowing and Edging

- a. Turf areas shall be mowed, edged or trimmed weekly. Turf areas consisting of cool season grasses shall be mowed before reaching four (4) inches in height and shall be mowed no lower than two (2) inches in height. Turf shall be mowed once per week or as directed by the Maintenance Operations Manager or designee.
- b. Turf areas consisting of warm season grasses shall be mowed with a reel mower. During dormancy seasons the warm season grasses shall be mowed as needed to keep grass at 1/2" to 3/4" in height. During the growing season the warm season grasses shall be mowed to keep the grass at 3/4" in height. The City may request the Contractor to vary mowing heights for special events and conditions as directed by the Maintenance Operations Manager or designee.
- c. The Contractor shall submit a mowing schedule of days and times for each designated park and landscape site. The Contractor shall maintain the schedule as closely as possible unless a change is authorized or directed by the Maintenance Operations Manager or designee.

- d. Turf clippings and debris shall be lifted the same day of each mowing, trimming or edging operation and shall be removed from each park and landscape site.
- e. Turf shall be trimmed to the edge of sidewalks, curbs, mow-strips, retaining walls, posts, valve boxes, controllers, light standards and any paved surface. Turf shall be kept trimmed or sprayed with a contact herbicide for a sufficient distance from sprinkler heads to ensure proper sprinkler coverage and for a distance of eighteen (18) inches from all tree trunks. Contractor shall exercise care not to spray tree trunks with any chemicals or injure the tree trunk with any chemicals or injure the tree trunks with mechanical equipment.

## 2. Watering

An automatic irrigation system is provided for the Contractor's use to maintain optimum soil moisture content to ensure healthy, vigorous growth but shall not be intended as the only means of irrigation. Should there be an interruption of electrical power or malfunctioning of the controller or control valves for more than two (2) consecutive days, the Contractor shall be required to water by other means if necessary to prevent deterioration of the areas involved. The contractor shall be responsible for providing control and monitoring irrigation operations to provide sufficient water for optimum growth with a minimum of water run-off. Unnecessary flooding or excessive watering shall be corrected as quickly as possible.

## 3. Fertilization

- a. Prior to fertilizer applications, notification shall be made as required in Part II, Section 23, of these specifications. A city representative shall verify the fertilizer quantity at the park site at the time of each application. Empty bags may be required for verification of quantities.
- b. All turf grasses shall be fertilized as follows: All turf shall receive four (4) pounds per 1,000 square feet of calcium Nitrate per application March and late October. In May, July and September all turf shall receive six (6) pounds of complete fertilizer 16-6-8 per 1,000 square feet per application. Application subject to change per Maintenance Operations Manager or designee recommendation.
- c. The fertilizer applications shall be applied immediately after the aerification operation. This is subject to change per Maintenance Operations Manager or designee recommendation

## 4. Insect, Disease and Pest Control

Contractor shall provide complete insect, disease and pest control as necessary or as directed by the Maintenance Operations Manager or designee. Contractor shall obtain the Maintenance Operations Manager or designee approval forty-eight (48) hours prior to the use of any chemical, mechanical or any other mechanical or any other method control.

## 5. Weed Control

All vegetation shall be sprayed and removed for a distance of eighteen (18) inches from tree trunks to form tree wells. Any additional weed control in turf areas shall be as needed or as directed by the Maintenance Operations Manager or designee. Weed control required and approved within turf areas by the Maintenance Operations Manager or designee is considered as part of contract.

6. Soil Aerification

Turf aerification shall be accomplished just prior to each fertilizer application. The entire turf area shall be aerated with a self-propelled machine that removed cores of soil 3/4" in diameter by four (4) to six (6) inches long, spaced on more than six (6) inches before aerofying. Aerification shall be done immediately after thatch removal operation in early May. This is subject to change per Maintenance Operations Manager or designee recommendation.

7. Thatch Removal

Thatch shall be removed with a vertical mower, or approved equal, once a year in early October from all turf areas as directed by the Maintenance Operations Manager or designee. Care shall be taken to avoid unnecessary or excessive injury to the turf grass stand. Sweep or rake the dislodged thatch from the turf areas and remove from each park and landscape site. After the thatch is removed, turf shall be aerofied, fertilized and watered.

8. Insect, Disease and Pest Control

Contractor shall provide complete insect, disease and pest control as necessary or as directed by the Maintenance Operations Manager or designee. Contractor shall obtain the Maintenance Operations Manager or designee approval forty-eight (48) hours prior to the use of any chemical, mechanical or any other mechanical or any other method control.

9. Weed Control

All vegetation shall be sprayed and removed for a distance of eighteen (18) inches from tree trunks to form tree wells. Any additional weed control in turf areas shall be as needed or as directed by the Maintenance Operations Manager or designee.

10. Re-Planting

The contractor shall re-sod all turf lost due to Contractor's incorrect maintenance or negligence, as determined by the Maintenance Operations Manager or designee

V. SHRUB AND GROUND COVER MAINTENANCE

1. Pruning and Trimming

- a. Ground cover shall be kept trimmed to the edge of sidewalks, light fixtures, driveways, mow-strips, retaining walls and buildings. Ground cover shall be kept one (1) foot from fences, property lines, trees and shrubs. In no case shall

ground cover be allowed to climb walls, fences, light fixtures, buildings, shrubs and trees.

- b. Shrubs shall be selectively pruned to a distance of (1) foot from fences, buildings, driveways, sidewalks, trees, retaining walls and sprinkler heads. In no case shall hedging or shearing be allowed prior to approval of the Maintenance Operations Manager or designee. The Contractor shall prune where necessary to maintain safe vehicular and pedestrian visibility as directed by the Maintenance Operations Manager or designee.

2. Watering

See Part IV, Section 2.

3. Fertilizing

Ground cover and shrub areas shall be fed between March and May with a complete fertilizer, 16-6-8 plus trace elements at the rate of 275 pounds per acre or approximately six (6) pounds per 1,000 square feet. Water thoroughly the day before fertilizing and thoroughly again immediately after the application of the fertilizer. Wash all plant food off foliage.

4. Insect, Disease and Pest Control

See Part IV, Section 4.

5. Weed Control

The Contractor shall maintain a pre-emergence and post-emergence program for the entire duration of the contract. Ground cover and shrub areas shall be weeded before any weeds reach four (4) inches in height. Pre-emergent herbicide shall be applied in early March and again in early September according to the manufacturer's recommendation each year in all ground cover areas. Post-emergent herbicide shall be applied as needed; as directed and the type approved by the Maintenance Operations Manager or designee depending upon the type of ground cover involved. Serious pest weeds, such as Bermuda grass and Bindweed shall be spot treated with a portable sprayer or wick wand as needed with an effective herbicide and applied per manufacturer's recommendations. Water shall not be applied to treated areas for forty-eight (48) hours after each application. Sprayed weeds shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied as above. After a complete kill, all dead weeds shall be removed from the park site. Nutsedge shall be treated a minimum of once per month until complete control is achieved as specified above and as directed by the Maintenance Operations Manager or designee.

VI. TREE MAINTENANCE

1. Pruning and Trimming

The Maintenance Operations Manager or designee shall be notified prior to any trimming. All trees of twenty-five feet (25') height or less shall be shaped, trimmed and

pruned, to the highest arboricultural standards, as supervised by Contractor's certified Arborist. Trees shall be thinned out, headed-back and shaped a minimum of once year. Any dead or damaged branches shall be removed back to a lateral branch. No stubs will be permitted. The Contractor shall restrict growth through pruning to maintain safe road visibility, vehicle and pedestrian clearances, equipment accessibility and to prevent or eliminate hazardous situations. All palms are to be trimmed as often as necessary to remove dead fronds and or fruit.

2. Watering

See Part IV, Section 2, of these specifications.

3. Fertilizing

Trees shall be fed in early March with a complete balanced fertilizer 16-6-8 plus trace elements at the rate of six (6) pounds per one (1) inch of trunk diameter measured one (1) foot above ground. Fertilizer shall be broadcast round the drip line of the trees and watered thoroughly.

4. Ground Water Pumping

Trees provided with PVC vents shall be pumped with a portable pumping device to prevent standing water at lower root zone as needed. Weekly inspection of these vents shall be made by the Contractor and if necessary, corrective action taken immediately.

5. Tree Staking and Tying

Trees shall be staked in accordance with Standard 703 revision of the City's Standard Plans, dated July 17, 1981. Stakes and ties shall be placed in such a manner that no trunk chafing occurs. Guys and ties shall be checked periodically to prevent girdling and/or restriction of growth.

VII. WOOD CHIP MULCH AREA MAINTENANCE

Wood chip areas shall be kept evenly spread at a uniform four (4) to six (6) inch depth. Contractor shall remove weeds and debris as required herein.

a. Replenishment

Once per year the contractor will furnish wood chips to the work sites for replenishment. The Contractor shall spread the wood chips evenly over the entire wood chip mulch areas to a uniform depth. The contractor shall remove vegetation, branches, logs, paper and other debris from the wood chips and dispose of any objectionable material off the work site. No ash, palm, or pepper wood chips are to be used on city sites.

b. Weed Control

i. Weeds shall be either pulled or sprayed and removed from non-vegetative areas before reaching four (4) inches in height.

- ii. Serious pest weeds shall be treated as specified in Part V, Section 5, of these specifications. No sterilants of any kind are to be used in these areas.

VIII. DECOMPOSED GRANITE AREA MAINTENANCE

Decomposed granite areas shall be kept in a neat and clean condition, free from weeds and debris.

1. Resurfacing

Once per year the City will require that the decomposed granite areas be resurfaced. Contractor shall resurface the area by filling low or worn areas with new decomposed granite to eliminate ponding of water. The decomposed granite shall be paced to a minimum thickness of four (4) inches and compacted with a roller. After rolling, the area, the area shall be smooth and raked and watered thoroughly to provide maximum compaction. Work involved in the resurfacing operation is considered part of contract.

2. Weed Control

- a. Weeds shall be either pulled or sprayed and removed from non-vegetative areas before reaching four (4) inches in height.
- b. Serious pest weeds shall be treated as specified in Part V, Section 5, of these specifications. No sterilants of any kind are to be used in these areas.

See Part VII, Section 3, of these specifications.

IX. SAND AND PLAY AREA MAINTENANCE

Sand play areas shall be kept free of weeds, litter and debris. Sand shall be kept in a reasonably leveled condition, as directed by the Maintenance Operations Manager or designee; rototilled six (6) times per year, to a depth of 12 inches. Dates to be agreed upon by Contractor and City Maintenance Operations Manager or designee. When additional sand is required, the City Maintenance Operations Manager or designee will determine the screen size/type and quantities. New sand shall be placed and graded in a uniform manner, at a consistent level. All sand play areas shall maintain a sand depth of 18 inches or more.

Weeds shall be removed by physical means as needed except serious pest weeds shall be treated as specified in Part V, Section 5, of these specifications. No herbicide use permitted.

X. PLAY EQUIPMENT, PARK FURNITURE, ACCESSORIES AND FACILITIES MAINTENANCE

Contractor shall report any major deficiency or the need of replacement of play equipment, park furniture and accessories and facilities included but not limited to walks, play courts, benches, restrooms, picnic tables, fountains, play apparatus and trash receptacles to the Maintenance Operations Manager or designee. The Maintenance

Operations Manager or designee will then determine the extent of the removal or replacement, if any.

Where public safety is affected, the Contractor shall report to the Maintenance Operations Manager or designee immediately by phone at 714/536-5480 or reporting to Park, Tree and Landscape Maintenance Facility at 17581 Gothard Street, Huntington Beach, CA. 92647.

## XI. IRRIGATION SYSTEMS MAINTENANCE

The controlling factor in the performance of water management within the City landscape maintenance areas is the application of water to landscape plants at a rate which closely matches the actual demands of plant material and little or no runoff. Roadway safety and maintenance is the first and foremost reason why water must be strictly controlled with the City. Other important water management considerations include safe and dry right-of-ways for community use, water costs, and plant health.

### 1. Watering

- a. Where an automatic or manual irrigation system is provided for the contractor's use to maintain optimum soil moisture content to ensure healthy vigorous growth but shall not be intended as the only means of irrigation. Should there be an interruption of electrical power or malfunctioning of the controller or control valves for more than two (2) consecutive days, the Contractor shall be required to water by other means if necessary to prevent deterioration of the areas involved. The Contractor shall be responsible for providing control and monitoring irrigation operations to provide sufficient water for optimum growth with a minimum of water run-off. Unnecessary flooding of excessive watering shall be corrected as quickly as possible.
- b. Manual irrigation by means of water truck shall be provided at all locations where no irrigation system exists.
- c. Irrigation/Operation and Maintenance

All landscaped areas shall be irrigated as required to maintain adequate growth and appearance. Irrigation shall be accomplished in accordance with these specifications/guidelines and the following time frames:

Manual Irrigation	9:00 AM	–	3:00 PM
Slopes	10:00 PM	–	5:00 AM
Public Works Facilities	10:00 PM	–	5:00 AM
All Work Sites	10:00 PM	--	5:00 AM

### 2. Operation/Repair

- a. The entire irrigation system to include all components from connection at back side of water meter shall be maintained in an operational state at all times and the expense included as part of this Contract. This coverage shall include but not be limited to the following: all controllers, backflows and remote control valves, gate valves and sprinkler heads etc.

- b. All irrigation systems shall be tested and inspected and a written report submitted to the City when requested.
- c. All systems shall be adjusted in order to:
  - i. Provide adequate coverage of all landscape areas.
  - ii. Prevent excessive runoff and/or erosion.
  - iii. Prevent watering roadways, walkways or private property.
  - iv. Match precipitation rates.
  - v. Limit hazardous conditions.
  - vi. Maintain optimum soil moisture content to ensure healthy vigorous growth.
- d. All irrigation systems shall be tested and inspected as necessary when damage is suspected or observed, or reported daily if necessary.
- e. Repair malfunctioning controllers, backflows, quick couplers, flow meters, moisture sensors, manual or automatic valves and sprinkler heads within twenty-four (24) hours of receipt of verbal or written notice.
- f. Correct deficient irrigation systems and equipment as necessary following verbal notification from the Maintenance Operations Manager or designee.
- g. The Contractor shall turn off or adjust to low volume exercise irrigation system immediately as directed during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticultural maintenance practices.
- h. Once the Maintenance Operations Manager or designee acknowledges the necessity to turn on the water once again, all controllers shall be activated within twenty-four (24) hours.
- i. Backflow Maintenance, Testing and Certification on a Yearly Basis shall be included in the Contract Price.
- j. The County of Orange and the City of Huntington Beach Water Purveyors shall approve Backflow certification.
- k. Battery operated controllers will be kept in continuous operating condition by replacing batteries when necessary at Contractor's expense.
- l. Contractor will maintain, in continuous optimum operating condition solar powered controllers at all sites at which such units are installed.
- m. Contractor shall provide personnel fully trained in all phases of landscaping and irrigation systems operation, maintenance, adjustment, and repair, in all types of

components to include irrigation control clocks, valves and sprinkler heads; and with all brands and models of irrigation equipment.

- n. Adjustment, damage and repairs shall be divided into the following categories and actions:
  - i. All sprinkler heads shall be adjusted or replaced to maintain proper coverage. Adjustment shall include, but not be limited to, actual adjustments to heads, cleaning and flushing heads and lines, and removal of obstructions. Costs for adjustment or replacements shall be included in costs for operation and maintenance of the irrigation system.
  - ii. All damage resulting from Contractor's operations shall be repaired or replaced prior to the end of the workday at the Contractor's expense.
  - iii. Repairs to the irrigation system shall be completed within 24 hours after notification to the Maintenance Operations Manager or designee on major component damage such as broken irrigation lines, defective or broken valves and within 24 hours after approval by the Maintenance Operations Manager or designee on repairs to sprinkler heads and other minor items.
  - iv. All replacements shall be in strict accordance with City of Huntington Beach equipment and installation standard plans, no substitutions will be permitted.
  - v. Turf, shrubs, trees and ground cover shall be regularly mechanically trimmed around sprinkler heads to insure proper operations and coverage of the system.

### 3. Personnel

- a. The Contractor shall provide personnel fully trained in all phases of landscape irrigation systems operation, maintenance, adjustments, and repair, in all types of components to include irrigation controllers, valves, sprinkler heads, and with all brands and models of irrigation equipment used within the city.
- b. The Contractor shall provide personnel knowledgeable of, and proficient in current water management concepts, with the capability of working with City staff in implementing more advanced water management strategies.
- c. The Contractor shall provide personnel capable of verbal and written communication in the English language.

### 4. Materials

- a. All replacement materials are to be with original types and model materials, unless the Maintenance Operations Manager or designee approves a substitute.
- b. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.
- c. Contractor shall implement repairs in accordance with all effective warranties

## 5. Water Management

- a. Contractor will keep system operating at manufacturer's recommended operating pressure. The valves should be throttled so as to prevent sprinkler heads from fogging, allowing droplets for effective watering. The Maintenance Operations Manager or designee may request a coverage test to evaluate proper settings, timing, usage, or maintenance of system.
- b. The contractor will be responsible for setting and monitoring the irrigation controllers and will not manually activate automatic valves unless associated with system repairs.
- c. All systems shall be programmed weekly and/or as needed to maintain healthy plant materials and landscape.
  - i. All program changes shall be recorded on the Irrigation Program Log.
  - ii. Controller program is to be sufficient to maintain a healthy landscape without excessive water use and shall be consistent with irrigation schedules provided by the City in Section VIII.

## XII. CLEAN UP

1. After Contractor has completed all operations as specified in these specifications, he shall remove and dispose of all clippings, cuttings, trimmings, weeds, leaves, paper, trash and other debris existing or due to this operations from the park and landscape sites, at the end of each day's work. Trash receptacles shall be emptied twice per week, or as agreed upon by the Maintenance Operations Manager or designee. Trash removal and disposal shall be included in the contract price. Contractor shall vacuum clean all walks, driveways, court game pavement areas, gutters, parking lots and other areas adjacent to work locations, per work schedule.
2. The use of water is prohibited for cleaning purposes unless no other means of effective cleaning or unless otherwise specified. Contractor shall be responsible for the periodic inspection and cleaning of all catch basins, drain lines and curb drains within a park site. Any damages resulting from the Contractor's negligence of these inspections and/or lack of corrective measures shall be the Contractor's sole responsibility. Expansion joints or cracks in pavement areas shall be spot treated with a combination of non-selective contact herbicide as needed for weed control.
3. Performance Requirements for Hardscapes

During each site visit concrete and asphalt areas, including driveways, parking areas, sidewalks, curb and gutters, expansion joints and walls adjacent to city landscape shall be kept clear of dirt, mud, trash, weeds and any other substances which are either unsightly or unsafe.

will result in a deficiency notice reduction of pay.

**BID PROPOSAL FROM:**

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**Name of Firm**

To the Honorable Mayor and City Council, City of Huntington Beach, California:  
Regarding Landscape Maintenance Contract . In compliance with the request for proposals for City Landscape Maintenance Contract, MSC 473, I hereby propose and agree to enter into a contract to perform the work herein described and to furnish the materials therefore according to the plans, specifications and special provisions for the said work and to the satisfaction of and under the supervision of the Director of Public Works of said City of Huntington Beach, California.

The undersigned will not subcontract any work accomplished by this contract.

For the furnishing of all labor, materials and equipment, and/or all incidental work necessary to provide full and complete maintenance in strict conformity with the plans, specifications and special provisions provided herein and on file in the office of the Director of Public Works, City of Huntington Beach, California, I propose and agree to take full payment therefore at the unit prices indicated on the Bid Proposal Forms;

<b>Item</b>	<b>Item/Location Name</b>	<b>Approximate Size</b>	<b>Unit Price (per acre)</b>	<b>Total Price per Month</b>
1	AREVALOS PARK	3 acres		
2	BEACHFRONT (Pier South to Beach Blvd)	2 acres		
3	BLUFF TOP (9th North to Seapoint)	30 acres		
4	BURKE PARK	2.5 acres		
5	BUSHARD PARK	2 acres		
6	CIRCLE VIEW PARK	2 acres		
7	CLEGG – STACY PARK	3 acres		

Item	Item/Location Name	Approximate Size	Unit Price (per acre)	Total Price per Month
8	COLLEGE VIEW PARK	2.25 acres		
9	DREW PARK	2.5 acres		
10	FARQUHAR PARK	3 acres		
11	FRANKLIN PARK	2 acres		
12	GIBBS (BUTTERFLY) PARK	4.25 acres		
13	GISLER PARK	11.75 acres		
14	GLEN VIEW PARK	3 acres		
15	GOLDEN VIEW PARK	3 acres		
16	GREER PARK	11 acres		
17	HAWES PARK	2.75 acres		
18	HOPE VIEW PARK	3.75 acres		
19	IRBY PARK (developed only)	5 acres		
20	LAKE PARK	4.5 acres		
21	LAKE VIEW PARK	3 acres		
22	LAMB PARK	2.8 acres		
23	LANGENBECK PARK	18 acres		

<b>Item</b>	<b>Item/Location Name</b>	<b>Approximate Size</b>	<b>Unit Price (per acre)</b>	<b>Total Price per Month</b>
24	LARK VIEW PARK	2.5 acres		
25	MARINA PARK	11.5 acres		
26	MARINE VIEW PARK	3 acres		
27	MOFFETT PARK	2.5 acres		
28	NEWLAND PARK	3 acres		
29	PERRY PARK	2 acres		
30	PLEASANT VIEW PARK	2 acres		
31	ROBINWOOD PARK	2 acres		
32	SCHROEDER PARK	2.5 acres		
33	SEELY PARK	3.5 acres		
34	SOWERS PARK	2.5 acres		
35	SUN VIEW PARK	2.5 acres		
36	TERRY PARK	5.5 acres		
37	WARDLOW PARK	2.25 acres		
SUBTOTAL PARK ACRES		174.3 acres		
<b>Item</b>	<b>Item/Location Name</b>	<b>Approximate Size</b>	<b>Unit Price (per acre)</b>	<b>Total Price per Month</b>

Item	Item/Location Name	Approximate Size	Unit Price (per acre)	Total Price per Month
38	GOLDEN WEST MEDIAN	2.5 acres		
39	MAIN ST MEDIAN	2 acres		
40	CITY GYM & POOL	0.5 acres		
41	CIVIC CENTER	5 acres		
42	MAIN STREET BRANCH LIBRARY	2 acres		
43	NEWLAND BARN	1 acre		
44	PIER PLAZA (Pier No. to 6 <sup>th</sup> St)	1 acre		
45	SENIOR CENTER	5 acres		
SUBTOTAL LANDSCAPE ACRES		19 acres		
TOTAL APPROX. ACRES TO BE MAINTAINED		193.3 acres		

Each of the above listed Items to be serviced in accordance with the following schedule and with the Park and Landscape General Specifications:

FUNCTION	FREQUENCY
<b>Irrigation Inspection</b>	Weekly
<b>Turf Maintenance</b>	
Mowing	One (1) time per Week
Edging	At each mowing
Clipping Removal	At each mowing
String Trimming	At each mowing
Fertilize	Five (5) applications per year per Specifications, Part IV Section 3.
Vertical Mow	One (1) time per year
Aerate	After each application of fertilizer
Chemical Control	As needed
Visual Inspection	Every two (2) weeks

FUNCTION	FREQUENCY
<b>Ground Cover Maintenance</b>	
Trim	Monthly
Fertilize	Three (3) applications per year per Specifications, Part V Section 3.
Chemical Control	As needed
Visual Inspection	Every two weeks
<b>Shrub, Vine &amp; Tree Maintenance</b>	
Trim	As needed
Palms	As needed to remove dead fronds and fruit
Fertilizer - Trees	One (1) application per year per Specifications, Part VI Section 3
Fertilizer – Shrubs, Vines	Three (3) applications per year per Specifications, Part V Section 3
<b>Shrub, Vine &amp; Tree Maintenance (cont'd)</b>	
Chemical Control	As needed
Restake/Check	Each site visit every two weeks min.
Visual Inspection	Every two weeks
<b>Hardscape Maintenance</b>	Each site visit
<b>Grounds Policing/Litter Removal</b>	Each site visit
<b>Water Truck Landscape Rinsing</b>	One (1) time per month
<b>Water Truck Landscape Flooding - Non Irrigated Areas</b>	Two (2) times per month
<b>Weed Control</b>	Each site visit
<b>Wood Chipping/Top Dressing</b>	One (1) time per year

It is understood and agreed that the approximate quantities shown in the foregoing proposal are solely for the purpose of facilitating the comparison of bids and that the contractor's compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown herein at the unit prices bid in the proposal schedule.

If awarded the contract, the undersigned hereby agrees to sign said contract and furnish the necessary insurance within ten (10) days from the date of approval of the contract by the City of Huntington Beach, California.

The undersigned understands that the term of the agreement shall be for a period of two (2) years from the date stated in the Notice to Proceed with the option of renewal.

The undersigned has examined carefully the site of the work contemplated, the route schedules and specifications and the proposal and contract forms therefore. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirement of the proposal, schedules, specifications, and the contract.

Accompanying this proposal is \_\_\_\_\_ (\$\_\_\_\_\_).  
NOTICE: Insert the words "Cash," "Certified Check," or "Bidder's Bond," as the case may be, in an amount equal to at least 10 percent of the total bid price, payable to the City of Huntington Beach.

The undersigned deposits the above named security as a proposal guaranty and agrees that is shall be forfeited to the City of Huntington Beach as liquidated damages in case this proposal is accepted by the City and the undersigned shall fail to execute a contract for doing said; otherwise said surety shall be returned to the undersigned.

Licensed in accordance with an act providing for the registration of contract License No. \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature of Bidder

Business Address \_\_\_\_\_

Place of Residence \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Bidder shall signify receipt of all Addenda here, if any:

Addendum No.	Date Received	Bidder's Signature

**Bid Proposal:**

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(Total Landscape - In Words)

\$

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(In Figures)

NONCOLLUSION AFFIDAVIT  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California

ss.

County of Orange

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Address of Bidder

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

NOTARY PUBLIC \_\_\_\_\_

NOTARY SEAL

UTILITY AGREEMENT

**HONORABLE MAYOR AND CITY COUNCIL  
CITY OF HUNTINGTON BEACH, CALIFORNIA**

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **Landscape Maintenance Contract 10-0927, MSC 473**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

**"Qualified Person:** *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

UNDERGROUND SERVICE ALERT  
IDENTIFICATION NUMBER

(To be completed only by the awarded Contractor prior to excavation)

No excavation will be permitted until this form is completed and returned to the AGENCY.

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to Excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **1-800-422-4133** a minimum of two working days before scheduled excavation.

**Dig Alert Identification Number:** \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Note:** *This form is required for every **Dig Alert Identification Number** issued by U.S.A. during the course of the Work. Additional forms may be obtained from the AGENCY upon request.*

**INFORMATION REQUIRED OF BIDDER**

Bidder is required to supply the following information. Additional sheets may be attached if necessary.

1. Firm Name: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Telephone: \_\_\_\_\_
4. Type of firm – individual, partnership, or corporation: \_\_\_\_\_
5. Corporation organized under the laws of the State of: \_\_\_\_\_
6. Contractor’s License Number: \_\_\_\_\_
7. List the names and address of all members of the firm or names and titles of all officers of the corporation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
8. Number of years experience as a contractor in park and landscape maintenance: \_\_\_\_\_
9. List below the names, address and telephone numbers, including at least three public agencies, for which the bidder has performed similar work within the past two years

<b>Contract Amount</b>	<b>Type of Work</b>	<b>Date Completed or Contract Duration</b>	<b>References Name, Address &amp; Phone Number</b>

10. List the name of the person who inspected the sites of the proposed work for your firm: \_\_\_\_\_

The undersigned is prepared to satisfy the Council of the City of Huntington Beach of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Printed or Typed Signature

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

NOTARY SEAL

XII. EXHIBITS

- A. Maintenance Frequency Summary and Schedule by Task
- B. Weekly Inspection Sheet
- C. Deficiency Notice
- D. Service Locations

XIII. ATTACHMENTS:

- 1. Maps
- 2. Sample Contract