



CITY OF BEVERLY HILLS STAFF REPORT

Meeting Date: November 15, 2011

To: Honorable Mayor & City Council

From: Ken Pfalzgraf, Parks and Urban Forest Manager

Subject: Outsourcing of landscape maintenance service-outcome of Side Letter Agreement six month trial period

Attachments:

1. Landscape Standards Checklist
2. Side Letter of Agreement
3. Service Standards
4. Five Year Position Cost Projection

INTRODUCTION

During fiscal year 2009/2010, staff was advised that the Park Operations division of the Community Services Department would be required to reduce its budget by approximately \$540,000.00 for the upcoming fiscal year. As a cost savings strategy, staff prepared Request for Proposal #11-07 (RFP #11-07) that expanded the scope of work that had been historically contracted out to include maintenance services which were being provided by City employed Park Services Workers.

Once the proposals from the firms responding to the RFP were vetted, the bid from Valley Crest Landscape Maintenance was selected by the City. Through the vetting process, the Valley Crest firm was able to display a corporate capacity, examples of quality work with high end clientele and references sufficient to indicate that the company was capable of performing to the specifications of the RFP while, offering savings substantially above the budget reduction target amount.

The City notified the Municipal Employee's Association of Beverly Hills (MEA) that based on the results of the RFP process, the City intended to contract out work which was being performed by Park Services Workers which are represented by the MEA. MEA responded with a request to meet and confer in accordance with the terms of the Memorandum of Understanding (MOU). The City and MEA entered into negotiations in December 2010. After discussing issues and exchanging proposals, a Side Letter of Agreement was issued. To summarize that agreement:

- The City would delay contracting services until at least September 25, 2011.

- The number of Park Services Workers would be reduced to 13 positions, in order to achieve cost savings approaching original budget reduction targets.
- The remaining 13 Park Services Workers would be required to perform their duties as per their job descriptions and collectively produce outcomes consistent with the standards bid by Valley Crest Landscape Maintenance in response to RFP #11-07.
- The performance of the Park Services Workers would be evaluated during a six month test period (March 25, 2011 to September 25, 2011) to determine whether or not the work could be performed to the standards of RFP #11-07 by a diminished workforce.

DISCUSSION

As part of negotiating the Side Letter Agreement, it was determined that both the City and MEA desired to have a means of gauging progress throughout the six month test period. To meet that need, staff developed an efficiency reporting system that measured the man hour requirements necessary to bring and maintain the parks system to the standards outlined within RFP #11-07. In developing this system prior to the onset of the six month test period, supervisory staff supplied management with the following data:

- The estimated number of man hours that would be necessary to correct deficiencies and bring the level of landscape maintenance in line with the elevated standards required in RFP #11-07. On March 25, 2011, that number was 1472 hours.
- The estimated number of man hours that would be required to maintain each of the park sites in a manner consistent with the standards of RFP #11-07. The scope of work included those tasks which had historically been performed by City employed Park Services Workers. The scope did not include those tasks which were not part of the Valley Crest Landscape Maintenance proposal (i.e. sportsfield preparation, playground inspections, projects), which were intended to be performed by a bank of supervisory staff at the onset of outsourcing. Based on these considerations, the number of man hours necessary to maintain the parks in a manner consistent to the requirements of RFP #11-07 is 1797 hours per month.

Using the base data, a monthly analysis of efficiency was reported using the following criteria:

- The total number of man hours available for the remaining time in the test period was determined. There are 12 Park Services Workers available during each regular work week and one Park Services Worker is available the portion of the time when that worker is not performing City-wide coverage and on call site service on the weekends. Based on these considerations, the total number of man hours available per month was 2016 man hours.
- Holiday and anticipated furlough days were deducted from the available man hour totals as applicable. Vacation, personal and sick leaves were not deducted from the monthly available man hour total as these hours could not be predicted at the onset of the test period. Furthermore, the terms of the Side Letter Agreement were such that the efficient delivery of services in accordance with standards was the outcome being monitored and not the actual number of people performing the work. For example, if the number of man hours being given to the effort was substandard, the effect would be a lower efficiency rating. Conversely, an excessive

number of man hours would have produced unexplainably high efficiency ratings, suggesting an excess of staff.

- Site inspections were reported out on a monthly basis using a standardized Landscape Standards Checklist (see Attachment 1). Using this form, the number of hours necessary to correct any outstanding deficiencies that prevented an area from being rated as meeting standards and requiring only routine maintenance was described and logged using the specific standard references of RFP #11-07 as the grading criteria. The number of hours necessary to correct deficiencies was also noted on the form.
- On a monthly basis, the total number of man hours available to do the work (T) was divided by a total of the number of man hours necessary to provide regular maintenance to the parks in a manner that meets standards (M) plus the total number of hours necessary to correct any outstanding deficiencies (O), which produced an efficiency rating (X). The efficiency rating is a reflection of the ability of staff to bring all areas to the standards described in RFP #11-07 and maintain them in that manner.

$$\frac{T}{M + O} = X\%$$

- An efficiency rating of less than 100 percent suggests that there were not enough hours available at the staffing level proposed by MEA to consistently maintain the landscape in the manner required by the standards described within RFP #11-07. The further below 100 the efficiency rating is, the lesser the quality of the appearance of the landscape. An efficiency rating of more than 100 suggests that there are hours available for leaves, projects and the assumption of additional duties (e.g. sportsfield maintenance, playground inspections, projects, renovations).
- Schedules, Landscape Standard Checklists and efficiency ratings were reviewed and signed by supervisor staff who met with management monthly to discuss outcomes and strategies. Senior management visited representative park sites several times during the test period to verify that efficiency ratings being reported were representative of actual field conditions.

During the latter portion of the test period, efficiency ratings met and exceeded 100 percent. This is a result of a reduction in the number of hours necessary to correct outstanding deficiencies, meaning that the quality of landscape maintenance at park sites came into compliance with the standards outlined in RFP #11-07.

In the latter part of the fourth and during the fifth month of the test period, Park Services Workers resumed some duties which they had historically performed prior to the Side Letter Agreement including sportsfield maintenance, playground inspections and renovation projects. The hours committed to these duties totaled 409.5 hours. These hours are not reflected in the results displayed in Chart 1 as these duties were not included within RFP #11-07 and thus could not be anticipated in formulating the efficiency rating model prior to the onset of the test period.

The monthly efficiency ratings, starting with the baseline percentage of March 25, 2011, are seen at Chart 1.

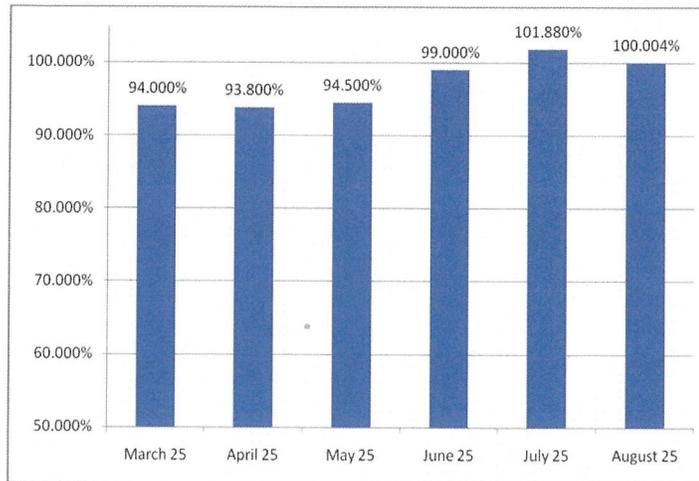


Chart 1-Monthly efficiency ratings for first 5 months of MEA Park Services Worker trial period

In summary, based on the terms of the Side Letter Agreement, data and field review of landscape quality suggests that, as proposed by MEA, the efforts of 13 Park Services Workers is sufficient to maintain the landscape in accordance with the specifications outlined in RFP #11-07. Furthermore, as efficiencies approached 100% midway through the test period, workers were able to voluntarily take on additional tasks such as sportsfield preparation and maintenance, playground inspections and renovation projects that were not included within the RFP proposal.

FUTURE SUSTAINABILITY OF THE TEST PERIOD MODEL

In determining the sustainability of the test period model into the future, the following must be considered:

- The number of man hours available to perform landscape maintenance tasks as compared to the number of hours required to maintain the landscape in accordance with the standard requirements.
- The effects of leave usage (sick/vacation) on man hour availability.
- The ability of Park Services Workers to maintain the landscape to standard while also continuing to perform those duties which were assumed in the latter stages of the test period (e.g. sportsfield maintenance, playground inspections, projects, renovations) to avoid additional program costs and erode budget reduction targets.
- That landscape maintenance work that has been historically contracted continues to be contracted at current rates of payment to avoid additional program costs and erode budget reduction targets.

Sustainability of the test period model is co-dependent upon standardized performance by both Park Services Workers and the contractor, while the current pricing structure is maintained. Individually, the considerations are:

Sustainability of work currently performed by City-employed Park Services Workers:

- A staff of 13 full time Park Services Workers, who each work a total of 160 hours per month, provides a monthly man hour availability of 2080 hours.

- The five year historic use of sick leave by the 13 Park Services Workers participating in the test period prior to the onset of the test period averaged 60.75 hours per month collectively. During the test period, monthly sick leave use averaged 35.67 hours collectively. Sick leave is not a “use it or lose it” benefit. Knowing that sick leave use is likely to vary, if use rates were similar to those monthly averages seen during the test period (35.67 hours), an additional 32 hours would be available each month for projects as they arise.
- The current vacation accrual rate for the 13 Park Services Workers is 125.72 hours per month. Given that vacation is a “use it or lose it” benefit, this model assumes that the Park Services Workers will take vacation which would result a reduction in the number of total man hours available per month by the number of vacation hours accrued.
- There is a requirement of 1,797 man hours per month necessary to maintain the current configuration of the park system landscape maintained by 13 Park Services Workers in a manner consistent with the standards of RFP #11-07.
- Considering historic sick leave use and current vacation accrual rates, the 13 Park Services Workers are likely to work 1,893.5 man hours per month.
- When the number of available man hours is compared against the number of hours required to maintain the park system in accordance with standards, the efficiency rating is 105%, which included a buffer of 96 hours per month. The buffer hours could be used to continue to provide those duties which were resumed by the Park Services Workers towards the end of the test period including sportsfield preparation and maintenance, playground inspections, renovation projects and increased maintenance demands (e.g. expansion of City Hall landscape planters).
- While the model exhibits some leeway for unanticipated leaves of short duration, there are no dollars budgeted to allow for the addition of temporary employees in the event that one or more of the 13 Park Services Workers is absent for an extended period of time due to a workman’s compensation claim or leave of a personal nature. An extended absence would affect the number of man hours available for routine maintenance work and necessitate the reprioritization of maintenance efforts and/or relaxing maintenance standards in one or more areas in proportion to the hours lost. If this scenario were to continue for an extended period of time, there would be a negative effect on both the monthly efficiency rating and the appearance of the landscape.

In summary, the results produced by 13 Park Services Workers during the six month test period are sustainable provided that the efficiencies, productivities and historic leave use rates are maintained in the future.

Sustainability of pricing for currently contracted work:

This forecast model assumes that the currently contracted scope of work will continue to be contracted without any significant increase in cost for a five year period. In negotiating with the current contractor currently supplying these services, staff was able to produce the following results:

- Staff has factored in pricing for improvements to landscape areas that were not included in the current agreement (e.g. Crescent side of City Hall, 331 N. Foothill, 9333 W. 3rd) which total \$9,000.00 annually.
- The contractor will continue to supply the scope of services that have been historically provided under the agreement at approximately one percent above the cost that services have been provided for under the agreement dating to 2004. This increase would be assessed at the onset of a five year agreement with the resulting annual cost remaining stable for each of the remaining four years of the agreement.
- The standard specifications of RFP #11-07 have been modified slightly to reflect the current scope of services and frequencies historically provided by the contractor in performing the landscape maintenance services which are currently contracted. At the onset of the agreement, the contractor will perform to the standard specifications of RFP #11-07 which will include the penalty schedule outlined therein. This is a significant improvement to the terms of landscape maintenance agreements of the past which contained scope of work descriptions and performance standards which have been deemed inadequate.
- At the onset of the agreement, the contractor shall provide a performance bond for all five years of the agreement.

In summary, the contractor currently providing contracted services is ready to continue to provide the same scope of services, operate under an improved set of standard specifications and a penalty schedule, provide these services at a cost of approximately one percent above the current pricing structure which dates to 2004 and guarantee performance by bonding for the entire five year agreement period.

FISCAL IMPACT

At present, 13 Park Services Worker positions are budgeted. The annual cost for these positions, including internal service charges, is \$1,218,036.00. Administrative Services has estimated that, over the next five years, the annual cost for these 13 positions will increase to \$1,329,392.35 (see Attachment 4).

At present, the cost for the scope of currently contracted services is currently contracted services is \$363,822.68 annually. The contractor currently supplying these services has agreed to continue to supply the current scope of service, for each of the next five years, at an annual cost \$376,460.91. In addition to agreeing to hold this pricing stable for the next five years, the contractor shall perform the work in accordance with the specifications of RFP #11-07 and will supply a performance bond for the entire five year period at the signing of the agreement.

RECOMMENDATION

Based on the analysis of the test period results, the 13 Park Services Workers produced the outcomes described within the terms of the Side Letter Agreement of February 2011 and in doing so would be retained. The quality control model in place at present, which is described within this report, would be continued into the future and used as a tool in gauging program efficiency in producing the outputs described in the Service Standards.

Staff recommends that the City Council accept the Side Letter agreement of November 2011 (see Attachment 2) which sets forth the minimum standards for performance described in the Service Standards (see Attachment 3).



 Approved By

Attachment 1

Attachment 2

SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF BEVERLY HILLS

AND

BEVERLY HILLS MUNICIPAL EMPLOYEES ASSOCIATION

This Side Letter of Agreement ("Agreement") between the City of Beverly Hills ("City") and the Municipal Employees' Association of Beverly Hills ("MEA") (collectively "Parties") is entered into with respect to the following:

WHEREAS, on or around February 10, 2011, the City and MEA executed a side letter of agreement wherein they agreed to reorganize the provision of landscape maintenance service through the utilization of the City's Park Services Workers in a way which was different than the way such employees had been utilized in the past. As part of this February 2010 agreement the parties agreed that the Service Standards set forth in the RFP for the provision of landscape maintenance services would be those to which the Park Services Workers would be required to adhere; and

WHEREAS, the agreement provided that as soon as possible after September 25, 2011, the City would decide whether provision of landscape maintenance services by its Park Services Workers is meeting its needs; and

WHEREAS, the City Council has determined that the Park Services Workers have successfully performed services that met or exceeded the applicable Service Standards and indicated its willingness to have the Park Service Workers continue to perform the services of their position (and thus, not contract out the work). The City Council, however, wants the Park Services Workers to continue to meet the Service Standards. and

WHEREAS, the parties met and discussed these matters on October 18, 2011; and

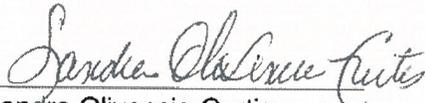
WHEREAS, the following memorializes the parties' agreement.

1. The Park Services Workers shall continue to provide the City's landscape maintenance services in the same manner and to the same performance level they have been since the reorganization of the provision of their services. In the future, if the City wishes to contract out the services provided by the Park Services Workers, it shall follow the operative provision of the MOU regarding the contracting out of bargaining unit work and the law.
2. The Park Services Workers will be required to perform their services to the Service Standards under which they have been working since the side letter agreement attached hereto as Exhibit 1.
3. The parties agree that the obligation on behalf of the employees to perform their services to the standards set forth in the Service Standards will be modified if the City maintains a staff of less than 13 full-time Park Services Workers. The parties agree that the City, in its sole discretion, can decide whether to maintain a staff of 13 Park Services Workers. If, due to elimination

of a position, a vacancy being maintained in the classification or an extended absence in excess of 60 consecutive days, the performance standards will be reduced by an percentage equivalent to the number of employees the City chooses to staff in the classification. Thus, for example, if the City chooses to staff 12 employees, the standards will be modified such that the workload will be reduced by approximately 1/13th of the previous workload -- such that the goal will be that each one of the employees will be responsible for the same amount of work as he or she was responsible for providing prior to the staffing in the classification being reduced.

4. Employees in the classification of Park Services Worker will be evaluated (i.e., the performance evaluation) based on the performance of their work set forth in the job description as well as their ability to work up to the Service Standards.

FOR THE CITY OF BEVERLY HILLS


Sandra Olivencia-Curtis

11-7-11
Date

FOR THE BEVERLY HILLS MUNICIPAL EMPLOYEES ASSOCIATION


Greg Gomez

11/7/11
Date

APPROVED AS TO FORM


Peter Brown

11/7/11
Date


Robert Wexler

Nov, 7, 2011
Date

Attachment 3

PART 4B: Scope of Services—Technical Specifications

The following contains the detailed services and materials necessary to provide the services under the contract and shall be included in the base price of the bid and shall not result in additional charges to the City.

SECTION A—IRRIGATION HEADS/NOZZLES

A-1. The Contractor will assume all responsibility for irrigation components that are damaged in the course of the Contractor performing work as more specifically described in the tasks listed in this Part 4B as is applicable to the Contractor's scope of work.

SECTION B—ANNUAL FLOWERS AT SPECIFIED LOCATIONS

B-1. General. In accordance with the scope of work descriptions for each area serviced by the Contractor, annual flowers are to be planted within specific areas as further described in this Part 4B, with the cost to supply and install the flowers and materials necessary to complete the installation included in the base service price for that area. If the scope of work description for a specific area does not include the planting of annual flowers, the requirements regarding annual flowers do not apply to the base service price for that area. Unless specific flower types are specified within this document, the City shall select annual flower materials that are geographically and seasonally appropriate and available in quantity from regional nurseries. Samples representing plant material to be planted are to be inspected and approved by the Parks and Urban Forest Manager or designated representative prior to planting. Flowers are to be planted and maintained as per the specifications contained in this Part 4B. The City reserves the right to reduce the quantity of annual flower plantings at any site, which will result in a proportional credit being given to the City by the contractor. The locations at which flowers are to be planted and maintained are listed in this Section B.

B-2: Rodeo Drive Median. Rodeo Drive is a world renowned tourist destination and is home to the finest retailers. The Rodeo Drive median is planted in roses, with flower treatments at the median end caps. Plant material in the Rodeo Drive median is to be kept in a full uniform appearance at all times, with the cost for annual flowers to be included within the scope of this contract. Rodeo Drive median end caps between Wilshire and South Santa Monica Drives including crosswalk urns: For the holiday season (approximately November 16 through January 6) existing plant material is to be removed and replaced so that the front of each median end-cap between Wilshire and South Santa Monica boulevards is planted in an equal mix of red and white Cyclamen and the rear portion of the each median end cap is planted in an equal mix of red and white Snapdragons of either the "Rocket" or "Liberty" cultivar. Collectively, no less than sixty (60) flats of four (4) inch Cyclamen and eighty five (85) flats of four (4) inch Snapdragons will be installed into the Rodeo Drive median end caps for the holiday overdress. The pedestrian crosswalk urns shall be planted for the holiday season with twenty five (25) of the available urn space planted in red Poinsettias installed as six (6) inch potted plants which shall be installed to the front of the palms within each urn. The remaining space at the outer edge of each urn shall be planted in an equal mix of red and white Snapdragon annual flowers of the „Tahiti" or „Magic Carpet" cultivar. Collectively, no less than sixty (60) six (6) inch poinsettias and eight (8) flats of four (4) inch Snapdragons will be installed into the Rodeo Drive pedestrian cross walk urns for the holiday overdress.

For the remainder of the year, both median end caps and pedestrian crosswalk urns shall be

planted in Ivy Geraniums, which shall be changed out every three (3) months. Collectively, no less than ninety three (93) flats of four (4) inch Ivy Geraniums will be installed, per change out, into the Rodeo Drive median end caps and pedestrian crosswalk urns. The City has authority to direct the Contractor to supply flowers of a different type upon reasonable notice.

B-3: Coldwater Canyon Park: The Contractor shall supply and install five (5) flats of annual flowers, four (4) times per year into existing annual flower beds as directed by the City.

B-4: Maltz mini-park: The Contractor shall supply and install five (5) flats of annual flowers, four (4) times per year into existing annual flower beds as directed by the City.

B-5: Will Rogers Park: The Contractor shall supply and install sixty (60) flats of annual flowers, four (4) times per year into existing annual flower beds as directed by the City.

B-6: Beverly Gardens Park: The Contractor shall supply and install one hundred (100) flats of annual flowers, four (4) times per year into existing annual flower beds as directed by the City.

B-7: City Hall Complex: The Contractor shall supply and install sixty (60) flats of annual flowers, 4 times per year into existing annual flower beds as directed by the City.

B-8: Rexford Rest mini-park: The Contractor shall supply and install forty five (45) flats of annual flowers, four (4) times per year into existing annual flower beds as directed by the City.

B-9: Reeves mini-park: The Contractor shall supply and install ten (10) flats of annual flowers, four (4) times per year into existing annual flower beds as directed by the City.

B-10: Arnaz mini-park: The Contractor shall supply and install ten (10) flats of annual flowers, four (4) times per year into existing annual flower beds as directed by the City.

B-11: La Cienega Park: The Contractor shall supply and install seventy five (75) flats of annual flowers, four (4) times per year into existing annual flower beds as directed by the City.

B-12: Olympic and South Beverly traffic island: The Contractor shall supply and install thirty (30) flats of annual flowers, four (4) times per year into existing annual flower beds as directed by the City.

B-13: Roxbury Park: The Contractor shall supply and install eighty (80) flats of annual flowers, four (4) times per year into existing annual flower beds as directed by the City.

SECTION C—OVERSEEDING/HYDROSEEDING

C-1: General. As defined within the scope of work area work descriptions, annual winter overseeding of warm season turfgrass and hydroseeding of areas worn by sports activities shall be completed within specific areas of the City, the cost for which are to be included in the base bid price for that area, resulting in no additional costs to the City. The City reserves the right to reduce the quantity of annual overseeding/hydroseeding at any site, which will result in a proportional credit being given to the City by the contractor. The overseeding/hydroseeding locations and treatments are as follows:

C-2: Greystone Mansion. Overseeding of warm season turfgrass lawns using a perennial ryegrass seed as per specifications provided by Parks and Urban Forest Manager at four (4) locations in the park totaling approximately nine thousand five hundred (9500) square feet.

C-3: La Cienega Park. overseeding of warm season turfgrass baseball infield lawns using a perennial rye grass seed as per specifications provided herein at three (3) locations in the park totaling approximately twenty five thousand five hundred (25,500) square feet and hydroseeding of worn sportsfield areas using a sportsturf mix grass seed as per specifications at three (3) locations in the park totaling approximately one hundred ninety two thousand (192,000) square feet.

C-4: Roxbury Park. overseeding of warm season turfgrass baseball infield lawns using a perennial rye grass seed as per specifications provided herein at one (1) location in the park totaling approximately seven thousand (7,000) square feet and hydroseeding of worn sportsfield areas using a sportsturf mix grass seed as per specifications one (1) location in the park totaling approximately fifty thousand (50,000) square feet.

SECTION D—TURFGRASS MAINTENANCE

Turfgrass maintenance of areas under this Agreement shall include one or more of the following as defined per service location: Mowing, edging, trimming and cleanup; irrigation of turfgrass; fertilization; weed control; aeration; dethatching and overseeding/hydroseeding.

D-1: General turfgrass maintenance: Turfgrass maintenance is defined to include mowing edging/trimming/clean-up, irrigation, fertilization, weed control, aeration and dethatching. In addition, the Contractor shall perform annual overseeding and/or hydroseeding services at any area specifically identified within the Contractor's scope of work descriptions in the estimated footage quantities, the cost of which shall be included within the bid price of the contract and shall not result in additional costs to the City of Beverly Hills.

D-2: MOWING

D-2.1: Weather permitting; all turfgrass areas shall be mowed on a weekly basis during the time period commencing on March 1 and ending on November 30. In the time period commencing December 1 and ending on February 28, the City can allow the contractor to mow bi-weekly to benefit annual turfgrass renovation (i.e. dethatching, aeration) activities.

D-2.2: The Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.

D-2.3: All turfgrass maintenance activities must be scheduled and completed Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. A mowing schedule for all areas shall be provided with proposal. No work will be allowed on City holidays or weekend days, unless authorized by the Parks and Urban Forest Manager. If holidays or weather conditions interfere with the regular mowing schedule, mowing and edging must be completed on the following weekday or as soon as weather and/or ground conditions permit.

D-2.4: All areas shall be policed prior to commencement of mowing operations. Any foreign objects including broken glass, dog defecation, litter, paper, etc. shall be removed prior to any area being mowed. The Contractor will be responsible for the removal of any materials remaining in the turfgrass at the completion of mowing in that area by the Contractor.

D-2.5: Mowers must be thoroughly cleaned if used at other non-City of Beverly Hills locations to prevent transfer of insects, disease producing material, fungi and undesirable seedlings.

D-2.6: Mower blades must be kept sharp in order to obtain a clean sharp cut and not damage the turfgrass. Mowers shall be kept in proper adjustment. Scalping and/or shredding of turfgrass are indications that a mower is not serviced or operating properly and will not be tolerated. The Contractor shall be penalized pursuant to the Penalty Schedule as attached herein if any turfgrass areas that are scalped and/or shredded during mowing by the Contractor. In such case, Contractor shall remedy the scalped and/or shredded area at Contractor's sole cost. Scalping and shredding penalties shall not apply in the month prior to, or during annual renovation activities.

D-2.7: All non-sportsfield turfgrass shall be cut to a height of two (2) inches unless specified differently by the Parks and Urban Forest Manager or designated representative.

D-2.8: All sportsfield non-infield turfgrass shall be cut to a height of one and one half (1.5) inches unless specified differently by the Parks and Urban Forest Manager or designated representative.

D-2.9: All baseball infield turfgrass areas shall be cut to a height of one (1) inch unless specified differently by the Parks and Urban Forest Manager or designated representative.

D-2.10: All clippings are to be picked up and removed the same day the area is mowed. Clippings shall be disposed of at a location the Contractor shall disclose to the City. Contractor shall describe, in detail, green waste processing methods and facilities that will be used in performing this contract. If mulching mowers are used, the contractor shall identify such mowers by make and model in the equipment inventory list submitted with proposal. The use of mulching mowers shall not detract from the appearance of the turfgrass and shall not result in visible windrows or clumps of grass. The Contractor shall be penalized pursuant to the Penalty Schedule attached herein if any areas that are left with windrows and/or visible clumps of turfgrass after mowing by the Contractor. In such case, Contractor shall remedy the scalped and/or shredded area at Contractor's sole cost.

D-2.11: During mowing operations, the contractor is not to operate mowers so as to leave tire marks or turfgrass stains on hardscape elements or divots in turfgrass from turning mowers sharply. The Contractor shall be responsible for the cleaning of hardscape elements and/or the installation of sod to repair areas marked, stained or damaged during mowing operations at Contractor's sole cost.

D-3. EDGING, TRIMMING AND CLEAN-UP

D-3.1: An edging schedule is to be considered part of the mowing schedule and shall be concurrent with the weekly mowing schedule. Edging shall be performed in all turfgrass areas serviced by the Contractor.

D-3.2: The Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.

D-3.3: Chemical kill of turfgrass around planter/pathway edges, irrigation apparatus and tree trunks is not an acceptable form of edging.

D-3.4: With each mowing, a power edger shall be used to trim the edges of turfgrass areas to a neat and uniform line.

D-3.5: While string trimming, the Contractor is to maintain the specified turfgrass height where turfgrass abuts curbs, valve boxes, pathway edges, etc. Scalping of the turfgrass to avoid or reduce string trimming frequencies is not acceptable. Restoration and reestablishment of scalped areas with sod of the appropriate type will be at Contractor's sole cost.

D-3.6: Where trees occur within a turfgrass area, all vegetation shall be removed to at least twelve (12) inches, or no more than eighteen (18) inches, from the trunks of trees. Damage to the base of plant material by Contractor equipment will not be tolerated. Replacement of damaged material will be at Contractor's sole cost, using the valuation principles defined in *Council of Tree and Landscape Appraisers, Guide for Plant Appraisal, 9th Edition*.

D-3.7: At the completion of mowing operations in any area, the Contractor shall verify that no irrigation delivery apparatus were damaged and that all irrigation spray heads are clear in order to maintain unblocked spray function. Trimming around sprinkler heads should never result in the turfgrass being scalped to the dirt or in depressions that could be dangerous.

D-3.8: After completion of the mowing, edging and string trimming operation, all trimmings and debris shall be removed from the worksite and paved areas, and disposed of on the same day at a site the Contractor shall disclose to the City. All debris, including mud, is to be moved from walkways that have been edged.

D-3.9: The blowing or sweeping of trimmings and debris into the street will not be permitted. The Contractor shall clean the curb and gutter with each mowing and shall clean any other areas littered or soiled by his/her maintenance operations on the same day that those operations occur. The Contractor shall keep all sidewalks, walkways, curbs and gutters out to twelve (12) inches weed-free, including vertical seams at gutter face.

D-3.10: The use of gasoline powered blowers is prohibited at all times within the City of Beverly Hills.

D-4. IRRIGATION OF TURFGRASS

D-4.1: The Contractor will assume all responsibility for irrigation components that are damaged in the course of the Contractor performing work.

D-4.2: The Contractor shall be responsible for monitoring the function of all irrigation systems within any area under the care of the Contractor to include adjustment for coverage, removal of clogs and removal of obstacles including the reasonable trimming of plant materials that obstruct spray coverage. At the completion of mowing operations in any area, the Contractor shall verify that no irrigation delivery apparatus were damaged and that all irrigation spray heads are clear in order to maintain unblocked spray function. Trimming around sprinkler heads should never result in the turfgrass being scalped to the dirt or in depressions that could be dangerous or unsightly. Restoration and reestablishment of scalped areas with sod of the appropriate type will be at the Contractor's expense.

D-4.3: Effective July 1, 2009, the City of Beverly Hills has enacted Stage B Declaration-City Wide Watering Schedule. The approved landscape watering days for areas north of Santa Monica Boulevard are Monday, Wednesday and Friday. The approved watering days for areas

south of Santa Monica Boulevard are Tuesday, Thursday and Saturday. There shall be no watering of landscapes at any time between the hours of 9:00 AM and 5:00 PM. There shall be no watering of landscapes on Sundays. In the event that irrigation system repairs or inspections require system activation outside of the described watering days and time windows, system operation must be manned. No system shall be left to run unattended on watering days that are not approved and/or at times outside of the prescribed watering window times. The Contractor shall be responsible for fines resulting from violations of these directives. The contractor shall request, in writing, any variance from the defined watering day and/or window times which are necessary for the establishment of newly installed plant material or seeded turfgrass areas.

D-4.4: The City will not reimburse the Contractor for repair of any damages to any City property, including sprinkler systems, that is caused by the Contractor's staff or equipment. Broken and/or damaged irrigation delivery devices will be replaced at the expense of the Contractor.

D-4.5: Major irrigation system repairs: Major irrigation system repairs are outside of the scope of work provided by Contractor. If requested by the City, before any work commences, the City will sign a work order authorizing the Contractor to perform the work. Examples of major repairs include replacing or repair of backflows, concrete pads, control valves, controllers, flow meters, master valves, mainlines, protection cages/boxes, piping and valves. The City may, at any time, enter the contract area to make a major repair.

D-4.6: All repairs shall be performed in accordance with the Uniform Plumbing Code, including any amendments to the Code.

D-4.7: Irrigation delivery devices damaged by the contractor shall be repaired within twenty four (24) hours of damage, at the expense of the Contractor.

D-4.8: The Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.

D-4.9: In the course of making irrigation repairs, no open holes are to be left unattended unless properly covered and barricaded. No public thoroughfares are to be blocked without prior approval by the City.

D-4.10: Repairs to the irrigation system will be made with parts identical to the parts being replaced unless otherwise approved by the City. In the event that parts are obsolete, the Contractor shall submit a replacement recommendation to the Parks and Urban Forest Manager or designated representative for approval prior to the replacement of any obsolete device.

D-4.11: The City of Beverly Hills programs its central irrigation system. In order to most effectively program this system and to conserve precious water resources, the City requires the Contractor to report any of the following conditions, in writing, to the Parks and Urban Forest Manager or assigned representation within twenty four (24) hours of noting the condition within any area under the care of the Contractor:

- Non-operational/broken irrigation devices
- System function outside of City mandated water window
- Automated system failure/loss of schedule
- Unscheduled backflow/valve closure
- Dry conditions (e.g. dry turfgrass, wilting flowers/shrubbery)

- Excessively wet conditions (e.g. standing water, anaerobic condition)
- Overspray/run off onto roadways/pathways/sidewalks

D-4.12: Irrigation Status Reports: The Contractor shall submit a written report that summarizes activities related to the irrigation system with, and attached to, each monthly billing. This report shall identify the location, nature and date of any irrigation repair, provide a complete and chronological listing of irrigation problem/failure reports listing the date and name of the City representative that was contacted and provide a listing of outstanding issues related to the irrigation system. Failure to provide this report with each monthly billing will result in the payment for that billing being held until such time as the written report is submitted.

D.5. FERTILIZATION OF TURFGRASS

D-5.1: All turfgrass areas under the care of the Contractor shall be fertilized three times per year. The Contractor shall provide and apply fertilizer, the cost of which shall be included within the bid price of the contract and shall not result in additional costs to the City of Beverly Hills.

D-5.2: The specified turfgrass fertilizer product is Best Turf Supreme 16-6-8 applied at a rate of six and one quarter (6.25) pounds of product per one thousand (1000) square feet (equivalent of 1 pound of nitrogen per one thousand (1000) square feet). The product shall be applied to dry turfgrass, which shall be thoroughly irrigated after product application. The "watering in" of fertilizer products shall be timed so as to coincide with mandated water restrictions and window described herein. The Contractor shall submit any proposed equivalent product label and product MSDS and proposed product use rates for the review of the Parks and Urban Forest Manager or designated representative for approval prior to the use of any equivalent to the specified product.

D-5.3: A fertilization schedule for all areas under the care of the Contractor shall be provided with proposal. This submittal shall include a copy of the product labeling and product MSDS (material safety data sheet) for fertilizer product(s), as well as a listing of applicable staff qualifications, namely applicator and advisor.

D-5.4: Prior to the application of any chemical product, the Contractor shall submit a hardcopy of the product label and MSDS sheet to the Parks and Urban Forest Manager or designated representative for prior written approval

D-5.5: If approved by City, all chemical applications shall be made by a properly certified and licensed applicator congruent to product labeling, following the recommendations of a properly certified advisor. The credentialing of the applicator shall be supplied, along with the written recommendation to use a product, to the Parks and Urban Forest Manager or designated representative prior to the application of any chemical product.

D-5.6: The Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.

D-5.7: All debris generated from the fertilization process is to be removed on a daily basis. The Contractor will be responsible for the cost of removing stains from sidewalks and hardscape elements that result from errant fertilization or chemical application.

D-6. WEED CONTROL IN TURFGRASS

D-6.1: It will be the responsibility of the Contractor to maintain all areas under the care of the Contractor in a weed free condition at all times.

D-6.2: Many common weed problems can be avoided by practicing proper cultural techniques. The need for chemical intervention is often a sign that cultural improvements are needed. In the event that chemical intervention is necessary to control a weed problem, the Contractor shall limit chemical usage to only those products labeled "Caution" and only with prior approval of Parks and Urban Forest Manager. The use of products labeled "Warning" or "Danger" will not be permitted in the City of Beverly Hills. The Contractor shall not stock or use any "Restricted Use" chemical product in the City of Beverly Hills.

D-6.3: A weed control schedule for all areas under the care of the Contractor shall be provided with proposal. This submittal shall include a copy of the product labeling and product MSDS (material safety data sheet) for product(s) to be used in the control of weeds, as well as a listing of applicable staff qualifications, namely applicator and advisor.

D-6.4: Prior to the application of any chemical product, the Contractor shall submit a hardcopy of the product label and MSDS sheet to the Parks and Urban Forest Manager or designated representative for prior written approval for use.

D-6.5: All chemical applications shall be made by a properly certified and licensed applicator congruent to product labeling, following the recommendations of a properly certified advisor. The credentialing of the applicator shall be supplied, along with the written recommendation to use a product, to the Parks and Urban Forest Manager or designated representative prior to the application of any chemical product.

D-6.6: The Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.

D-6.7: The use of chemical products will not be allowed at reservoir locations. A description of the strategies that will be employed for the non-chemical control of weeds at reservoir sites shall be submitted with the proposal.

D-7. AERATION OF TURFGRASS

D-7.1: All turfgrass areas under the Contractor's care shall be aerated annually, using standard core aeration equipment, with work to be scheduled during the winter months. Areas that have been hydroseeded or overseeded shall not be aerated within sixty (60) days of seed establishment. An aeration schedule shall be submitted with the proposal.

D-7.2: The Parks and Urban Forest Manager or designated representative shall be notified, in writing, at least thirty (30) days prior to the date of the commencement of aeration operations. This notification will include the number and location of irrigation delivery devices that are not functioning properly prior to the commencement of aeration operations.

D-7.3: Prior to aerating an area, the Contractor shall flag all irrigation delivery devices so as to avoid damage to these devices during the aeration process. Repairs to irrigation delivery devices damaged during aeration operations will be at the expense of the Contractor.

D-7.4: The Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.

D-7.5: Aeration equipment shall be capable of providing core aeration to a depth of at least two (2) inches. Aeration shall be performed so as to produce a minimum of one (1) core per square foot.

D-7.6: The Contractor shall exercise caution when operating any equipment, in order to prevent damage to trees. If trees are damaged, mitigation regarding such damage, including replacement if required, shall be at the expense of the Contractor, using the valuation principles defined in Council of Tree and Landscape Appraisers, Guide for Plant Appraisal, 9th Edition.

D-7.7: All debris generated from the aeration process shall be removed on a daily basis. In lieu of removing cores, the Contractor may schedule aeration and dethatching operations concurrently so as to collect aeration cores with thatch, or to drag aerated areas to break up cores, provided the dragging operation reduces the volume of individual cores to piece size of one half (.5) inch or less and does not result in a poor aesthetic and/or damage to the turfgrass.

D-7.8: At the completion of the aeration process, the Contractor is to repair any damaged irrigation delivery devices and be prepared to exhibit the proper operation of the irrigation system during a site inspection by the Parks and Urban Forest Manager or designated representative.

D-8. DETHATCHING OF TURFGRASS

D-8.1: All turfgrass areas under the Contractor's care shall be dethatched annually, using standard renovating equipment, with work to be scheduled during the winter months. A dethatching schedule shall be submitted with the proposal.

D-8.2: The Parks and Urban Forest Manager or designated representative shall be notified, in writing, at least thirty (30) days prior to the date of the commencement of dethatching operations. This notification will include the number and location of irrigation delivery devices that are not functioning properly prior to the commencement of the dethatching operations.

D-8.3: Prior to dethatching an area, the Contractor shall flag all irrigation delivery devices so as to avoid damage to these devices during the dethatching process. Repairs to irrigation delivery devices damaged during dethatching operations will be at the expense of the Contractor.

D-8.4: The Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.

D-8.5: The Contractor shall exercise caution when operating any equipment, in order to prevent damage to trees. If trees are damaged, mitigation regarding such damage, including replacement if required, shall be at the expense of the Contractor, using the valuation principles defined in *Council of Tree and Landscape Appraisers, Guide for Plant Appraisal, 9th Edition*.

D-8.6: All debris generated from the dethatching process is to be removed on a daily basis at a location the Contractor shall disclose to the City.

D-8.7: At the completion of the dethatching process, the Contractor is to repair any damaged irrigation delivery devices and be prepared to exhibit the proper operation of the irrigation

system during a site inspection by the Parks and Urban Forest Manager or designated representative.

D-9. OVERSEEDING/HYDROSEEDING

D-9.1: The annual overseeding and/or hydroseeding treatments estimated footage quantities and specific locations throughout the City have been described previously herein. The cost for these treatments, as described, shall be included within the bid price and shall not result in additional costs to the City provided that the Contractor's task descriptions for specific areas contain references to overseeding/hydroseeding.

D-9.2: Prior to any seeding activity, the Contractor shall supply the Parks and Urban Forest Manager or designated representative, in writing, a summary of what type of seed will be used, the supplier's statement of weed content for the seed lot being used and the intended seed application rate per one thousand (1000) square feet.

D-9.3: Warm season turfgrass overseeding: warm season turfgrass shall be prepared for overseeding by cutting to a height of no more than one eighth (.125) inch. All thatch and debris from the overseeding preparation process shall be removed from the site and disposed of at the end of each day at a location the Contractor shall disclose to the City. At no time shall cuttings or thatch be used for seed cover. The specified seed is Grand Slam Perennial Ryegrass Blend (Stover Seed Co.), which shall be applied at a rate of six (6) pounds of seed per one thousand (1000) square feet. The Contractor shall submit any proposed equivalent product label and proposed product use rates for the review of the Parks and Urban Forest Manager or designated representative for approval prior to the use of any equivalent to the specified product. The area being overseeded must be adequately irrigated prior to seeding. Seed shall not be spread onto dry soil. The seed shall be spread with a drop type spreader to avoid seed dispersal into adjacent non-target areas. One half (.5) of the seed shall be spread in one direction, with the other half (.5) spread in a perpendicular direction. The seed shall be topdressed with well-decomposed organic fines, spread evenly with a topdressing roller, at a depth of one eighth (.125) inch. Hand pitching of topdress materials will not be allowed. Use of manure topdressings will not be allowed. The Contractor will be responsible for the establishment of a full and uniform topseeded lawn. The contractor will be responsible for the mitigation of grass growth in non-target areas.

D-9.4: Hydroseeding of worn sportsfield areas: worn and compacted sportsfield areas shall be prepared for hydroseeding by cultivation of the upper one (1) inch of soil using standard renovation equipment. The specified hydroseed mix shall consist of Environ-Fiber mulch at a rate of thousand (2000) pounds per acre, Environ-mend binder at a rate of one hundred sixty (160) pounds per acre, a fifteen-fifteen-fifteen (15-15-15) starter fertilizer at 400 pounds per acre and Pro Sportsfield Professional Turfgrass Mixture (Stover Seed Co.) at a rate of two hundred sixty five (265) pounds per acre. The Contractor shall submit any proposed equivalent product label and proposed product use rates for the review of the Parks and Urban Forest Manager or designated representative for approval prior to the use of any equivalent to the specified product. The area being hydroseeded must be adequately irrigated prior to shooting of seed mix. Dry soil must not be hydroseeded. Seed shall not be spread onto dry soil. Hydroseed mix shall be shot uniformly across the target area. The Contractor will be responsible for the establishment of a full and uniform hydroseeded lawn. The contractor will be responsible for the mitigation of grass growth in non-target areas.

D-9.5: Areas which have been overseeded or hydroseeded must be kept adequately moist to aid in the successful and uniform germination and establishment of seed.

D-9.6: The contractor shall request, in writing, any variance from the mandated watering day and/or window times described herein, which is necessary for the establishment of newly seeded turfgrass areas.

SECTION E—PLANT CARE

Plant care is defined to include the trimming, care and cultivation of vegetation, ornamental shrubbery, groundcovers, roses and perennial/annual flowers at or within specific City parks, commercial buildings, medians, parking structures, planter pockets, tree wells and reservoir sites as listed in this RFP including its attachments.

E-1. TRIMMING

E-1.1: Shrubs, ground covers and vines shall be trimmed, thinned, and pruned on a regular basis to maintain a neat, groomed appearance that compliments aesthetic and design intent. Spent blooms, flower stalks and declining plant parts shall not be left to remain on plants.

E-1.2: At no time shall plant material be left to grow to obstruct irrigation spray heads, signage or landscape lighting components.

E-1.3: At no time shall plant material be left to grow onto sidewalks, pathways, roadways or adjacent private property.

E-1.4: At no time shall mulch be spread or maintained in a manner that results in irrigation or lighting components being obstructed in any way.

E-1.5: Shrubbery shall be trimmed at a frequency which enables workers to use hand pruners to maintain shrubbery to a size that compliments aesthetic and design intent. Shearing shrubbery as a means to reduce regular hand pruning will not be tolerated.

E-1.6: Shearing of formal hedging, ground covers, and trellis/arbor plantings shall be performed on a regular basis to maintain a neat, groomed appearance that compliments aesthetic and design intent.

E-1.7: Trimming and/or shearing should never be severe so as to result in a barren and/or defoliated plant appearance. Plants that are trimmed or sheared inappropriately shall be replaced at the expense of the Contractor. Should equal size plants not be available, the Contractor shall forfeit the difference between the actual value of the damaged plant and the installed value of the largest available replacement plant as defined in *Council of Tree and Landscape Appraisers, Guide for Plant Appraisal, 9th Edition*.

E-1.8: All debris generated from the trimming process is to be removed on a daily basis at a location to be disclosed by the Contractor.

E-1.9: The Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.

E-2. WEED CONTROL

E-2.1: It will be the responsibility of the Contractor to maintain all areas under the care of the Contractor in a weed free condition at all times.

E-2.2: In the care of planter beds, medians and tree wells, cultivation is the preferred method of weed control.

E-2.3: All debris generated from the cultivation of weeds is to be removed on a daily basis.

E-2.4: Many common weed problems can be avoided by practicing proper cultural techniques. The need for chemical intervention is often a sign that cultural improvements are needed. In the event that chemical intervention is necessary to control a weed problem, the Contractor shall limit chemical usage to only those products labeled "Caution" with prior written approval of Parks and Urban Forest Manager. The use of products labeled "Warning" or "Danger" will not be permitted in the City of Beverly Hills. The Contractor shall not stock or use any "Restricted Use" chemical product in the City of Beverly Hills.

E-2.5: A weed control schedule for all areas under the care of the Contractor shall be provided with proposal. This submittal shall include a copy of the product labeling and product MSDS (material safety data sheet) for product(s) to be used in the control of weeds, as well as a listing of applicable staff qualifications, namely applicator and advisor.

E-2.6: Prior to the application of any chemical product, the Contractor shall submit a hardcopy of the product label and MSDS sheet to the Parks and Urban Forest Manager or designated representative for prior written authority for its use.

E-2.7: All chemical applications shall be made by a properly certified and licensed applicator congruent to product labeling, following the recommendations of a properly certified advisor. The credentialing of the applicator shall be supplied, along with the written recommendation to use a product, to the Parks and Urban Forest Manager or designated representative prior to the application of any chemical product.

E-2.8: Ornamental plants that are damaged as a result of errant chemical application shall be replaced at the expense of the Contractor. Should equal size plants not be available, the Contractor shall forfeit the difference between the actual value of the damaged plant and the installed value of the largest available replacement plant as defined in *Council of Tree and Landscape Appraisers, Guide for Plant Appraisal, 9th Edition*.

E-2.9: The Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.

E-2.10: The use of chemical products, including those for weed control, will not be allowed at reservoir locations. A description of the strategies that will be employed for the non-chemical control of weeds at reservoir sites shall be submitted with the proposal.

E-3. FERTILIZATION

E-3.1: All planter areas under the care of the Contractor shall be fertilized one time per year. The Contractor shall provide and apply fertilizer, the cost of which shall be included within the bid price of the contract and shall not result in additional costs to the City of Beverly Hills.

E-3.2: The specified planter and tree well fertilizer product is Gro-Power Flower „N“ Bloom 3-12-12 applied at a rate of twenty (20) pounds of product per one thousand (1000) square feet of planter area. The product shall be applied to dry plant material, which shall be thoroughly irrigated after product application. The Contractor shall submit any proposed equivalent product label and product MSDS and proposed product use rates for the review of the Parks and Urban Forest Manager or designated representative for approval prior to the use of any equivalent to the specified product.

E-3.3: A fertilization schedule for all areas under the care of the Contractor shall be provided with proposal. This submittal shall include a copy of the product labeling and product MSDS (material safety data sheet) for fertilizer product(s), as well as a listing of applicable staff qualifications, namely applicator and advisor.

E-3.4: Prior to the application of any chemical product, the Contractor shall submit a hardcopy of the product label and MSDS sheet to the Parks and Urban Forest Manager or designated representative for approval of use.

E-3.5: If approved by the City, all chemical applications shall be made by a properly certified and licensed applicator congruent to product labeling, following the recommendations of a properly certified advisor. The credentialing of the applicator shall be supplied, along with the written recommendation to use a product, to the Parks and Urban Forest Manager or designated representative prior to the application of any chemical product.

E-3.6: All debris generated from the fertilization process is to be removed on a daily basis. The Contractor will be responsible for the cost of removing stains from sidewalks and hardscape elements that result from errant fertilization or chemical application.

E-3.7: The Contractor shall not fertilize flower beds that are located within the boundary gates of any reservoir site.

E-3.8: The Contractor shall not fertilize any fire abatement area.

E-3.9: The use of gasoline powered blowers is prohibited at all times within the City of Beverly Hills.

E-3.10: The Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.

E-4. ROSE CARE

E-4.1: Rose beds are to be kept free of debris and weeds. Cultivation is the preferred method of weed control.

E-4.2: The spent blooms on all roses shall be deadheaded, using hand pruners, on a weekly basis. The stem of spent blooms shall be cut nearest the second (2nd) set of five (5) leaves that offers an outwardly aligned axil.

E-4.3: Climbing roses shall be pruned, trained and maintained in a manner that prevents them from presenting a hazard to passersby. Tie materials that blend with trellises and support structures shall be used in securing climbing roses.

E-4.4: The use of hedge trimmers or string trimmers in pruning or reducing rose bushes will not be tolerated. Rose bushes that are trimmed improperly or damaged through the use of inappropriate equipment shall be replaced at the expense of the Contractor.

E-4.5: Roses shall be fertilized annually using Gro-Power Flower „N“ Bloom 3-12-12 at a rate of one (1) pound of product per one hundred (100) square feet. The specified product shall be applied with the completion of dormant pruning, with the second application to be made during the first week of September. The Contractor shall submit any proposed equivalent product label and product MSDS and proposed product use rates for the review of the Parks and Urban Forest Manager or designated representative for approval prior to the use of any equivalent to the specified product.

E-4.6: Roses shall be dormant pruned annually during the winter time, with pruning to be completed prior to the President’s Day holiday. Dormant pruning shall be performed as per the guidelines defined within the University of California-Davis document “Rose Pruning Facts”. (see: <http://ucce.ucdavis.edu/files/filelibrary/2557/8200.pdf>).

E-5. ANNUAL FLOWER CARE

E-5.1: A “flat” of annual flowers is defined as sixteen (16) four (4) inch plants, with a minimum of twenty five (25) percent of the flowers on the plant blooming at the time of installation.

E-5.2: The annual flower treatments and/or flat quantities and change out frequencies for specific locations throughout the City have been described previously herein and included within the Contractor’s scope of work descriptions for specific areas as applicable. The cost for these treatments, as described, shall be included within the bid price and shall not result in additional costs to the City of Beverly Hills.

E-5.3: The City of Beverly Hills reserves the right to select the type of annual flowers the Contractor is to install. The City shall select plant material that is geographically and seasonally appropriate and available in quantity from regional nurseries.

E-5.4: Prior to installation of annual flowers, the Contractor shall provide plant material samples to the Parks and Urban Forest Manager or designated representative for inspection.

E-5.5: In preparing the soil for the planting of annual flowers, the Contractor shall incorporate, by tilling, a one (1) inch depth of well decomposed organic fines and Gro-Power Flower „N“ Bloom 3-12-12 at a rate of two (2) pounds of product per one hundred (100) square feet, into the upper six (6) inches of soil. The Contractor shall submit any proposed equivalent product label and product MSDS and proposed product use rates for the review of the Parks and Urban Forest Manager or designated representative for approval prior to the use of any equivalent to the specified product.

E-5.6: After the installation of flowers, additional topsoil and amendments shall be added to keep grade to within one (1) inch of adjacent hardscape surfaces.

E-5.7: Annual beds flower shall be installed and maintained so as to provide a full and vigorous appearance for a period of no less than 3 months following the time of installation. Flowers shall show a minimum of twenty five (25) percent bloom at the time of installation. The Contractor shall replace any annual flowers that become unsightly, wilted or do not take within the first three (3) months of installing the flowers at the expense of the Contractor. The Contractor may

find it necessary to hand water annual flower beds as necessary to maintain a full and vigorous appearance.

E-5.8: Deadheading should be performed so that at no time should spent blooms be left to affect more than twenty five (25) percent of the annual plant.

E-5.9: The Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.

E-5.10: All debris generated from the installation and maintenance of planter beds is to be removed on a daily basis.

E-6. IRRIGATION OF PLANTS

E-6.1: The Contractor shall be responsible for monitoring the function of all irrigation systems within any area under the care of the Contractor to include adjusting for coverage, removal of clogs and removal of obstacles including the trimming of plant materials that obstruct spray coverage. At the completion of work in any area, the Contractor shall verify that no irrigation delivery apparatus were damaged and that all irrigation spray heads are clear in order to maintain unblocked spray function. Trimming around sprinkler heads should never result in the plant material being trimmed in such a way as to result in an unsightly appearance of the landscape.

E-6.2: The Contractor will assume all responsibility for irrigation components that are damaged in the course of the Contractor performing work.

E-6.3: The Contractor shall be responsible for monitoring the function of all irrigation systems within any area under the care of the Contractor to include adjusting for coverage, removal of clogs and removal of obstacles including the reasonable trimming of plant materials that obstruct spray coverage. At the completion of work in any area, the Contractor shall verify that no irrigation delivery apparatus were damaged and that all irrigation spray heads are clear in order to maintain unblocked spray function. Trimming around sprinkler heads should never result in the plant material being trimmed in such a way as to result in an unsightly appearance of the landscape.

E-6.4: Effective July 1, 2009, the City of Beverly Hills has enacted Stage B Declaration-City Wide Watering Schedule. The approved landscape watering days for areas north of Santa Monica Boulevard are Monday, Wednesday and Friday. The approved watering days for areas south of Santa Monica Boulevard are Tuesday, Thursday and Saturday. There shall be no watering of landscapes at any time between the hours of 9:00 AM and 5:00 PM. There shall be no watering of landscapes on Sundays. In the event that irrigation system repairs or inspections require system activation outside of the described watering days and time windows, system operation must be manned. No system shall be left to run unattended on watering days that are not approved and/or at times outside of the prescribed watering window times. The Contractor shall be responsible for fines resulting from violations of these directives. The contractor shall request, in writing, any variance from the defined watering day and/or window times which are necessary for the establishment of newly installed plant material or seeded turfgrass areas. The Contractor may hand water.

E-6.5: The City will not reimburse the Contractor for repair of any damages to any City property, including sprinkler systems, that is caused by the Contractors' staff or equipment. Broken and/or damaged irrigation delivery devices will be replaced at the expense of the Contractor.

E-6.6: Minor irrigation system repairs: All minor irrigation repairs within any area defined as within the scope of work to be performed by the Contractor are considered to be part of the contract and therefore the Contractor will not receive additional compensation for minor repairs. Minor repairs include the replacement of irrigation heads and nozzles, risers, connecting fittings and swing joints.

E-6.7: Major irrigation system repairs: Major irrigation system repairs are outside of the scope of work provided by Contractor. If requested by the City, before any work commences, the City will sign a work order authorizing the Contractor to perform the work. Examples of major repairs include replacing or repair of backflows, concrete pads, control valves, controllers, flow meters, master valves, mainlines, protection cages/boxes, piping and valves. The City may, at any time, enter the contract area to make a major repair.

E-6.8: All repairs shall be performed in accordance with the Uniform Plumbing Code, including any amendments to the Code.

E-6.9: Irrigation delivery devices damaged by the contractor shall be repaired within twenty four (24) hours of damage, at the expense of the Contractor.

E-6.10: The Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.

E-6.11: In the course of making irrigation repairs, no open holes are to be left unattended unless properly covered and barricaded. No public thoroughfares are to be blocked without prior approval by the City.

E-6.12: Repairs to the irrigation system will be made with parts identical to the parts being replaced unless otherwise approved by the City. In the event that parts are obsolete, the Contractor shall submit a replacement recommendation to the Parks and Urban Forest Manager or designated representative for approval prior to the replacement of any obsolete device.

E-6.13: The City of Beverly Hills programs its central irrigation system. In order to most effectively program this system and to conserve precious water resources, the City requires the Contractor to report any of the following conditions, in writing, to the Parks and Urban Forest Manager or assigned representation within twenty four (24) hours of noting the condition within any area under the care of the Contractor:

- Non-operational/broken irrigation devices
- System function outside of City mandated water window
- Automated system failure/loss of schedule
- Unscheduled backflow/valve closure
- Dry conditions (e.g. dry turfgrass, wilting flowers/shrubbery)
- Excessively wet conditions (e.g. standing water, anaerobic condition)
- Overspray/run off onto roadways/pathways/sidewalks

E-6.14: Irrigation Status Reports: The Contractor shall submit a written report that summarizes activities related to the irrigation system with, and attached to, each monthly billing. This report

shall identify the location, nature and date of any irrigation repair, provide a complete and chronological listing of irrigation problem/failure reports listing the date and name of the City representative that was contacted and provide a listing of outstanding issues related to the irrigation system. Failure to provide this report with each monthly billing will result in the payment for that billing being held until such time as the written report is submitted.

SECTION F—WEED ABATEMENT FOR FIRE SUPPRESSION

F-1: Weed abatement for fire suppression is defined to include the removal and disposal of native brush, weeds and grasses at reservoir, easement and adjacent hillsides at sites defined in this document and is to be performed as specified.

F-2: The City is required to annually remove brush from hillside areas contiguous with reservoir sites for fire protection. The City has reservoir sites which require annual brush and weed removal. The Contractor shall perform this annual brush abatement so that this work is completed no later than April 30th of each calendar year or prior to the announcement of the yearly fire season determined by the local fire agency. The work shall be performed in accordance with the Minimum Brush Clearance Requirements of the City and will include, but not be limited to:

All grasses and weeds shall be cut to a minimum of three (3) inches in height. All native brush must be reduced in quantity so that there is a minimum distance of eighteen (18) feet between each plant. Cut brush must be no taller than three (3) inches in height. All tree branches at applicable sites must be removed at least five (5) feet up from the ground and all dead material must be removed.

F-3: The Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.

F-4: All cut vegetation, debris, grasses and weeds must be removed in accordance with City's waste management diversion requirements.

F-5: The use of gasoline powered blowers is prohibited at all times within the City of Beverly Hills.

F-6: If City is issued or is found in non-compliance with applicable provisions regarding brush removal, any citations or mitigation measures related thereto shall be at the effort and expense of the Contractor.

SECTION G—HARDSCAPE/PATHWAY MAINTENANCE

G-1: Hardscape/pathway maintenance is defined to include the maintenance of any sidewalk, pathway, or concrete surface under the care of the Contractor to include the removal and disposal of dirt, mud, trash and debris and the maintenance of proper grades

G-2: Hardscape shall be maintained so as to be free of debris. All debris shall be removed from the site and disposed of at the end of each day at a location the Contractor shall disclose to the City.

G-3: At no time shall any irrigation apparatus under the care of the Contractor be adjusted to spray upon, or flood, any hardscape element or pathway.

G-4: Decomposed granite and dirt pathways shall be maintained to be free of debris, ruts and depressions.

G-5: Pathways eroded by rain shall be restored and graded within one business day of the conclusion of inclement weather. Contractor shall use displaced materials in the restoration of eroded pathways.

G-6: The Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.

G-7: The use of gasoline powered blowers is prohibited at all times within the City of Beverly Hills.

G-8: The Contractor shall report, in writing, any condition that presents a trip hazard to Pedestrians on any hardscape element under the care of the Contractor to the Parks and Urban Forest Manager or designated representative.

SECTION H—DEBRIS REMOVAL

H-1: Debris removal is defined to include the removal and disposal of cigarette butts, debris, dirt, gum, mud and trash from any landscaped area, curb, gutter, path or sidewalk under the care of the Contractor.

H-2: Debris pickup shall be performed at the frequency defined within this document by location. All debris shall be removed from the site and disposed of at the end of each day at a location the Contractor shall disclose to the City.

H-3: The Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.

SECTION I—TRASH RECEPTACLE SERVICE

I-1: Trash receptacle service is defined to include the emptying of trash receptacles, the cleaning and sanitizing of trash receptacles and the removal of graffiti from trash receptacles.

I-2: Trash receptacles shall be emptied at the frequency defined within the Contractor's scope of work descriptions by location. All debris removed from trash receptacles shall be disposed of at the end of each day at a location the Contractor shall disclose to the City. There shall be no additional cost for the disposal of any debris. The cost for disposal of debris shall be considered as part of the Contractor's proposal price.

I-3: Each time a trash receptacle is emptied, the top and side surfaces of the receptacle shall be wiped down, using a biodegradable cleaner suited to the receptacle surface.

I-4: Each time a trash receptacle is emptied, the liner shall be replaced with a clean, unused liner with a thickness of at least 2.0 mill. The Contractor shall give the strongest consideration to the use of environmentally responsible products including liners made of recycled materials and liners that are biodegradable.

I-5: All surfaces of each trash receptacle, including inserts and hardscape surfaces within five (5) feet of the receptacle, shall be washed with a biodegradable cleaner on a weekly basis. The

Contractor shall contain and dispose of any debris or micro-trash generated from this cleaning. The result shall be that the trash receptacle and surrounding area are visibly clean. Washdown of trash receptacles shall be completed prior to 10:00 AM.

I-6: The Contractor shall immediately report, in writing, all findings of graffiti on trash receptacles to the Parks and Urban Forest Manager or designated representative, noting the exact location of the graffiti.

I-7: After reporting any incidence of graffiti on trash receptacles, the Contractor shall remove the graffiti using a biodegradable graffiti removal product. In addition, the Contractor shall stock appropriate materials in the event that touch up painting is necessary to mitigate graffiti from park amenities. This graffiti removal and touch up painting shall be considered as part of the Contractor's proposal price.

SECTION J—AMENITY CARE

J-1: Amenity care: is defined to include the maintenance of any drinking fountain, firebox, park bench or picnic table in any area under the care of the Contractor. Amenity care shall be performed at the frequency defined within the Contractor's scope of work descriptions by location.

J-2: Fireboxes are to be emptied daily, prior to 8:30 AM. All debris removed from fireboxes shall be disposed of at the end of day at a fire safe location the Contractor shall disclose to the City.

J-3: All surfaces of each park amenity, including hardscape surfaces within five (5) feet of the amenity, shall be washed with a biodegradable cleaner on a weekly basis. The contents of fireboxes shall be removed and disposed of prior to washdown. The Contractor shall contain and dispose of any debris or micro-trash generated from this cleaning. The result shall be that the amenity and surrounding area are visibly clean. Washdown of amenities shall be completed prior to 10:00 AM.

J-4: The Contractor shall immediately report, in writing, all findings of graffiti on any park amenity to the Parks and Urban Forest Manager or designated representative, noting the exact location of the graffiti.

J-5: After reporting any incidence of graffiti on any park amenity, the Contractor shall remove the graffiti using a biodegradable graffiti removal product. In addition, the Contractor shall stock appropriate materials in the event that touch up painting is necessary to mitigate graffiti from park amenities. This graffiti removal and touch up painting shall be considered as part of the Contractor's proposal price.

Attachment 4

5 Year Cost Projection for 13 Park Services Worker Positions

Year	Salary/benefits	ARMP	Uniforms	Boots	Total
FY 11/12	1,051,664.89	20,107.68	2,399.28	3,900.00	1,078,071.85
FY 12/13	1,075,853.18	20,710.91	2,471.26	3,900.00	1,102,935.35
FY 13/14	1,097,370.24	21,332.24	2,545.40	3,900.00	1,125,147.88
FY 14/15	1,125,901.87	21,972.20	2,621.76	3,900.00	1,154,395.83
FY 15/16	1,155,175.32	22,631.37	2,700.41	3,900.00	1,184,407.10

Above Assumptions

Combined Salary & Benefits Increase	2.3% - FY12/13	2.0% - FY13/14	2.6% - FY14/15	2.6% FY 15/16
Uniform Rental/Cleaning Increase	3% each year			

Internal Service Charges

	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16
Radio Equipment Charges (21 radios @\$1,700 per radio)	35,700.00	35,700.00	35,700.00	35,700.00	35,700.00
Vehicle Replacement Charges (3% increase each year)	40,000.00	41,200	42,436	43,709.08	45,020.35
Equipment Replacement Program Charge	6,188.00	6,188.00	6,188.00	6,188.00	6,188.00
Compensated Absence Chargeback (13 people @ \$476/per person)	139,965.00	141,165	142,401	143,401.00	144,985.35
	1,078,071.00	1,102,935.00	1,125,147.00	1,154,395.00	1,184,407.00
Total	1,218,036.00	1,244,100.00	1,267,548.00	1,297,796.00	1,329,392.35