



AGENDA REPORT

Meeting Date: December 19, 2011
Item Number: G-8
To: Honorable Mayor & City Council
From: Ken Pfalzgraf, Parks and Urban Forest Manager
Subject: APPROVAL OF AMENDMENT NO. 8 TO THE AGREEMENT WITH **TRUGREEN LANDCARE** FOR LANDSCAPE MAINTENANCE AND APPROVAL OF A PURCHASE ORDER TO **TRUGREEN LANDCARE** IN A NOT TO EXCEED AMOUNT OF \$188,230.46.

Attachments:

1. Amendment No. 8 including:
Scope of Work
Standard Landscape Maintenance Specifications

RECOMMENDATION

Staff recommends that City Council approve amendment No. 8 to the agreement and approve a blanket purchase order for a not to exceed amount of \$188,230.46.

INTRODUCTION

In July 2004, the City entered into the current agreement with TruGreen Landcare to provide specific landscape maintenance services throughout the City. The current agreement is set to terminate on December 31, 2011. Staff recommends that this agreement be extended through December 31, 2016. TruGreen Landcare continues to provide an acceptable level of service at an economical price point. In addition, this extension provides a pricing that is critical to the City's ability to retain in-house Park Services Workers who have proven their ability to perform to standard during a recent six month test period.

DISCUSSION

For more than a decade, landscape maintenance services in the City have been provided using a mix of in-house and contracted services. In order to meet budget reduction targets, the City has recently considered outsourcing all landscape maintenance work.

RFP #11-07, an all inclusive landscape maintenance services package, was released to a number of landscape firms. The proposal from each responsive firm met, and exceeded, the budget reduction targets. After choosing a qualified landscape contractor through a multi-faceted vetting process, the City notified the association (MEA) that represents the in-house workers that outsourcing was being considered as a means of meeting budget reduction targets. Following a six month test period during which a reduced number of Park Services Workers were able to meet budget reduction targets while performing to the stringent specifications of the RFP, the City agreed to retain the in-house staff.

The future sustainability in retaining in-house staff hinges upon maintaining historic costs for those landscape maintenance tasks which have been subcontracted out in the past, in order to meet and sustain budget reduction targets. Staff has negotiated with TruGreen Landcare to maintain the pricing structure of the current agreement and scope of work with a one percent increase at the onset of a five year extension. The scope of work and pricing has been updated to include recent improvements to City properties in the Foothill and 3rd Street area as well as City Hall. Barring changes in the scope of work or legislation driven wage adjustments, there will be no price increase for the remaining four years of the agreement. In addition, the entire five year agreement will be protected by a performance bond.

Extension No. 8 extends the term of the agreement to no later than December 31, 2016.

FISCAL IMPACT

Annual General Fund appropriations are adequate to fund this agreement for the entire five year period.



Noel Marquis
Finance Approval



Steve Zoet
Approved By

Attachment 1

AMENDMENT NO. 8 TO AN AGREEMENT BETWEEN THE CITY
OF BEVERLY HILLS AND TRUGREEN LANDCARE FOR
LANDSCAPE MAINTENANCE SERVICES

NAME OF VENDOR:	TruGreen LandCare
RESPONSIBLE PRINCIPAL OF VENDOR:	David Evans, Branch Manager
VENDOR'S ADDRESS:	1323 West 130 th Street Gardena, CA 90247
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: Steve Zoet Director of Community Services
COMMENCEMENT DATE:	July 1, 2004
TERMINATION DATE:	December 31, 2016
CONSIDERATION:	Not to exceed \$430,200 per year as more particularly described in Exhibit B-1

AMENDMENT NO. 8 TO AN AGREEMENT BETWEEN THE CITY
OF BEVERLY HILLS AND TRUGREEN LANDCARE FOR
LANDSCAPE MAINTENANCE SERVICES

This Amendment No. 8 is to that certain Agreement dated July 10, 2004 and identified as Contract No. 206-04, as amended by Amendment No. 1, dated June 13, 2008 and identified as Contract No. 204-08, Amendment No. 2, dated July 21, 2009 and identified as Contract No. 310-09; Amendment No. 3, dated October 12, 2009 and identified as Contract No. 401-09; Amendment No. 4, dated June 22, 2010 and identified as Contract No. 228-10; Amendment No. 5, dated December 21, 2010 and identified as Contract No. 541-10; Amendment No. 6, dated March 1, 2011 and identified as Contract No. 66-11; and Amendment No. 7, dated June 7, 2011 and identified as Contract No. 186-11 (the "Agreement"), copies of which are on file in the office of the City Clerk, between the City of Beverly Hills, a municipal corporation ("CITY") and TruGreen LandCare ("VENDOR"), for landscape maintenance services.

R E C I T A L S

A. CITY entered into a written Agreement, dated July 10, 2004, for landscaping maintenance services, which has been previously amended.

B. CITY desires to further extend the Termination Date for five years and to amend the Compensation to include these additional years.

Section 1. NOW, THEREFORE, the parties hereto do amend the Agreement as follows:

Section 2. The Termination Date shall be amended as set forth above.

Section 3. Section 9, entitled "Performance Bond" shall be added to the Agreement to read as follows, and each paragraph thereafter shall be renumbered.

"Section 9. Performance Bond. VENDOR shall be required to furnish CITY with a Faithful Performance Bond for the five year term of Amendment No. 8 in the amount of 100% of the annual contract amount. The Faithful Performance Bond shall be furnished to CITY upon execution of the Agreement. The surety issuing the bond shall be admitted in the State of California."

Section 4. Exhibit A, entitled "Scope of Work", which includes the Standard Landscape Maintenance Specifications and the Penalty Schedule, is amended as attached hereto and incorporated herein by this reference.

Section 5. Exhibit B-1, entitled "Rates," shall be amended as attached hereto and incorporated herein by this reference

Section 6. All references in the Agreement, including this Amendment, to CONTRACTOR or VENDOR shall mean Trugreen Landcare.

Section 7. Except as amended by specifically amended by Amendment No. 8, all terms and conditions set forth in the Agreement shall remain in full force and effect.

EXECUTED the ____ day of _____, 201__, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE (SEAL)
City Clerk

VENDOR: TRUGREEN LANDCARE

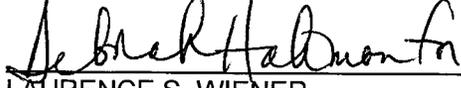


DAVID EVANS
Branch Manager



TYLER DICKINSON
Company Division Sales Manager

APPROVED AS TO FORM



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



JEFFREY KOLIN
City Manager



STEVE ZOET
Director of Community Services



KARL KIRKMAN
Risk Manager

SCOPE OF WORK

VENDOR shall perform the following landscape maintenance services at the following CITY locations in accordance with the standard landscape maintenance specifications as set forth in this Exhibit. In the event VENDOR fails to perform the services as required by CITY or is delayed in performing the required services, CITY shall impose a penalty on VENDOR as described in the Penalty Schedule included in this Exhibit.

CITY PARKS AND FACILITIES

Coldwater Canyon Park, 1100 Coldwater Canyon Dr. and adjacent area including northeast of Coldwater Canyon Fire Station 2:

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	35,000 sq. ft.	N/A	Weekly/per specifications		
Turfgrass fertilization	35,000 sq. ft.	N/A	3 times per year		
Turfgrass aeration	35,000 sq. ft.	N/A	Annually		
Turfgrass dethatching	35,000 sq. ft.	N/A	Annually		
TOTAL	N/A	N/A	N/A	N/A	\$10,500.00

Coldwater Canyon Reservoir Park (southeast corner Coldwater Canyon and N. Beverly):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	6,400 sq. ft.	N/A	Weekly		
Turfgrass fertilization	6,400 sq. ft.	N/A	3 times per year		
Turfgrass aeration	6,400 sq. ft.	N/A	Annually		
Turfgrass dethatching	6,400 sq. ft.	N/A	Annually		
TOTAL	N/A	N/A	N/A	N/A	\$2,640.00

Will Rogers Park and five southern adjacent corners:

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	159,800 sq. ft.	N/A	Weekly/per specifications		
Turfgrass fertilization	159,800 sq. ft.	N/A	3 times per year		
Turfgrass aeration	159,800 sq. ft.	N/A	Annually		
Turfgrass dethatching	159,800 sq. ft.	N/A	Annually		
TOTAL	N/A	N/A	N/A	N/A	\$12,300.00

Beverly Gardens Park along Santa Monica Blvd./Wilshire Blvd. from Whittier Dr. to Doheny Dr. (22 blocks):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	546,500 sq. ft.	N/A	Weekly/per specifications		
Turfgrass fertilization	546,500 sq. ft.	N/A	3 times per year		
Turfgrass aeration	546,500 sq. ft.	N/A	Annually		
Turfgrass dethatching	546,500 sq. ft.	N/A	Annually		
TOTAL	N/A	N/A	N/A	N/A	\$39,900.00

**La Cienega Park, 8400 Gregory Way and adjacent areas including La Cienega Tennis Center, 325 S. La Cienega Blvd.
and Frank Fenton Field :**

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	370,000 sq. ft.	N/A	Weekly/per specifications		
Turfgrass fertilization	370,000 sq. ft.	N/A	3 times per year		
Turfgrass aeration	370,000 sq. ft.	N/A	Annually		
Turfgrass dethatching	370,000 sq. ft.	N/A	Annually		
TOTAL	N/A	N/A	N/A	N/A	\$16,200.00

Roxbury Park, 471 S. Roxbury Dr.:

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	348,500 sq. ft.	N/A	Weekly/per specifications		
Turfgrass fertilization	348,500 sq. ft.	N/A	3 times per year		
Turfgrass aeration	348,500 sq. ft.	N/A	Annually		
Turfgrass dethatching	348,500 sq. ft.	N/A	Annually		
TOTAL	N/A	N/A	N/A	N/A	\$16,200.00

MINI-PARKS

Maltz mini-park (southwest corner Sunset Blvd./Whittier Dr.):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	25,300 sq. ft.	N/A	Weekly/per specifications		
Turfgrass fertilization	25,300 sq. ft.	N/A	3 times per year		
Turfgrass aeration	25,300 sq. ft.	N/A	Annually		
Turfgrass dethatching	25,300 sq. ft.	N/A	Annually		
TOTAL	N/A	N/A	N/A	N/A	\$5,640.00

Sierra/Sunset pocket park (access from 700 block Sierra Dr.):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	8,100 sq. ft.	N/A	Weekly/per specifications		
Turfgrass fertilization	8,100 sq. ft.	N/A	3 times per year		
Turfgrass aeration	8,100 sq. ft.	N/A	Annually		
Turfgrass dethatching	8,100 sq. ft.	N/A	Annually		
TOTAL	N/A	N/A	N/A	N/A	\$3,000.00

Rexford Rest mini-park, 326 N. Rexford Dr. (southeast corner Burton Way/N. Rexford Dr.):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	5,800 sq. ft.	N/A	Weekly/per specifications		
Turfgrass fertilization	5,800 sq. ft.	N/A	3 times per year		
Turfgrass aeration	5,800 sq. ft.	N/A	Annually		
Turfgrass dethatching	5,800 sq. ft.	N/A	Annually		
TOTAL	N/A	N/A	N/A	N/A	\$3,240.00

Reeves mini-park, 125 S. Reeves Dr.:

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	1,500 sq. ft.	N/A	Weekly/per specifications		
Turfgrass fertilization	1,500 sq. ft.	N/A	3 times per year		
Turfgrass aeration	1,500 sq. ft.	N/A	Annually		
Turfgrass dethatching	1,500 sq. ft.	N/A	Annually		
TOTAL	N/A	N/A	N/A	N/A	\$4,440.00

Oakhurst mini-park, 120 S. Oakhurst Dr.:

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	2,100 sq. ft.	N/A	Weekly/per specifications		
Turfgrass fertilization	2,100 sq. ft.	N/A	3 times per year		
Turfgrass aeration	2,100 sq. ft.	N/A	Annually		
Turfgrass dethatching	2,100 sq. ft.	N/A	Annually		
TOTAL	N/A	N/A	N/A	N/A	\$4,440.00

Arnaz mini-park, 151 N. Arnaz Dr.:

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	1,350 sq. ft.	N/A	Weekly/per specifications		
Turfgrass fertilization	1,350 sq. ft.	N/A	3 times per year		
Turfgrass aeration	1,350 sq. ft.	N/A	Annually		
Turfgrass dethatching	1,350 sq. ft.	N/A	Annually		
TOTAL	N/A	N/A	N/A	N/A	\$N/A

Hamel mini-park, 214 S. Hamel Dr.:

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	1,320 sq. ft.	N/A	Weekly/per specifications		
Turfgrass fertilization	1,320 sq. ft.	N/A	3 times per year		
Turfgrass aeration	1,320 sq. ft.	N/A	Annually		
Turfgrass dethatching	1,320 sq. ft.	N/A	Annually		
TOTAL	N/A	N/A	N/A	N/A	\$4,440.00

HISTORIC GREYSTONE PARK

Greystone Park, 501 N. Doheny Rd.:

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	66,170 sq. ft.	N/A	Weekly/per specifications		
Turfgrass fertilization	66,170 sq. ft.	N/A	3 times per year		
Turfgrass aeration	66,170 sq. ft.	N/A	Annually		
Turfgrass dethatching	66,170 sq. ft.	N/A	Annually		
TOTAL	N/A	N/A	N/A	N/A	\$10,500.00

MEDIANS/TRAFFIC ISLANDS/EASEMENTS

North Sunset Blvd. parkway between Hillcrest Rd and Alta Dr.:

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	6,100 sq. ft.	N/A	Weekly/per specifications		
Turfgrass fertilization	6,100 sq. ft.	N/A	3 times per year		
Turfgrass aeration	6,100 sq. ft.	N/A	Annually		
Turfgrass dethatching	6,100 sq. ft.	N/A	Annually		
TOTAL	N/A	N/A	N/A	N/A	\$1,800.00

Median on Sunset Blvd. from Whittier Dr. to east City limits:

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	167,300 sq. ft.	N/A	Weekly/per specifications		
Turfgrass fertilization	167,300 sq. ft.	N/A	3 times per year		
Turfgrass aeration	167,300 sq. ft.	N/A	Annually		
Turfgrass dethatching	167,300 sq. ft.	N/A	Annually		
TOTAL	N/A	N/A	N/A	N/A	\$18,240.00

Lindacrest bridle path (between Lindacrest and Readcrest):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	9,930 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	9,930 sq. ft.	N/A	Annually		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$1,500.00

Whittier Dr. traffic islands/medians (at Elevado, Linden, Trenton and Walden):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	4,580 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	4,580 sq. ft.	N/A	Annually		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$7,800.00

Wilshire Blvd. medians (at Whittier, N. Santa Monica, Linden (2), Roxbury (2), Bedford, Camden, Canon, Rodeo, Maple and Tower):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	8,850 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	8,850 sq. ft..	N/A	Annually		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$17,700.00

Wilshire Blvd. and San Vicente traffic island (northwest corner Wilshire/San Vicente):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	1,600 sq. ft.	N/A	Weekly/per specifications		
Turfgrass fertilization	1,600 sq. ft.	N/A	3 times per year		
Turfgrass aeration	1,600 sq. ft.	N/A	Annually		
Turfgrass dethatching	1,600 sq. ft.	N/A	Annually		
Plant care	100 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	100 sq. ft.	N/A	Annually		
TOTAL	N/A	N/A	N/A	N/A	\$1,800.00

Burton Way median between east City limit (near Oakhurst) and Rexford Dr.:

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	140,350 sq. ft.	N/A	Weekly/per specifications		
Turfgrass fertilization	140,350 sq. ft.	N/A	3 times per year		
Turfgrass aeration	140,350 sq. ft.	N/A	Annually		
Turfgrass dethatching	140,350 sq. ft.	N/A	Annually		
TOTAL	N/A	N/A	N/A	N/A	\$10,500.00

Doheny alley easement (1/2 block north of Wilshire between Doheny/Rexford):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	16,150 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	16,150 sq. ft.	N/A	Annually		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$1,500.00

N. Santa Monica Boulevard easement (south side of N. Santa Monica between Wilshire west City limit):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	6,410 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	6,410 sq. ft.	N/A	Annually		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$1,500.00

N. Santa Monica Boulevard easement (south side of N. Santa Monica between Roxbury and Wilshire):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	2,470 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	2,470 sq. ft.	N/A	Annually		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$2,100.00

N. Rodeo Dr. median (Park Way to Sunset):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	33,350 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	33,350 sq. ft.	N/A	Annually		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$8,220.00

Peck/Bedford alley easement (adjacent to/ north of 133 Peck and 132 Bedford):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	750 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	750 sq. ft.	N/A	Annually		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$1,500.00

McCarty alley easement (adjacent to/ north of 135 McCarty):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	3,010 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	3,010 sq. ft.	N/A	Annually		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$1,500.00

Spalding Dr. traffic island (Spalding at Moreno):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	2,875 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	2,875 sq. ft.	N/A	Annually		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$1,500.00

Olympic Blvd. median (west of Spalding to Heath alley):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	575 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	575 sq. ft.	N/A	Annually		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$2,280.00

Olympic Blvd. /S. Beverly Dr. traffic island (north side of Olympic at S. Beverly):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	1,160 sq. ft.	N/A	Weekly/per specifications		
Turfgrass fertilization	1,160 sq. ft.	N/A	3 times per year		
Turfgrass aeration	1,160 sq. ft.	N/A	Annually		
Turfgrass dethatching	1,160 sq. ft.	N/A	Annually		
Plant care	500 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	500 sq. ft.	N/A	Annually		
TOTAL	N/A	N/A	N/A	N/A	\$960.00

Beverwil Dr. traffic island (northeast corner Beverwil/Smithwood):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	3,530 sq. ft.	N/A	Weekly/per specifications		
Turfgrass fertilization	3,530 sq. ft.	N/A	3 times per year		
Turfgrass aeration	3,530 sq. ft.	N/A	Annually		
Turfgrass dethatching	3,530 sq. ft.	N/A	Annually		
Plant care	200 sq. ft.	N/A	As necessary to maintain standard		

Planter bed fertilization	200 sq. ft.	N/A	Annually		
TOTAL	N/A	N/A	N/A	N/A	\$1,500.00

S. La Cienega median (between Olympic and Gregory):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	4,850 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	4,850 sq. ft.	N/A	Annually		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$2,700.00

San Vicente/Hamilton Dr. easement (adjacent to/north of 159 N. Hamilton, access from La Cienega):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	2,610 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	2,610 sq. ft.	N/A	Annually		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$1,500.00

Trousdale Estates Doheny Road entry (north sides Doheny Rd./N. Hillcrest):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	1,480 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	1,480 sq. ft.	N/A	Annually		
Hardscape/pathway maintenance	Contractor to field verify	N/A	Weekly		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$960.00

La Altura easement (entry gate is north of 1117 La Altura):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Weed abatement for fire suppression	7,400 sq. ft.		As necessary to maintain fire code standard at all times		
TOTAL	N/A	N/A	N/A	N/A	\$N/A

PARKING FACILITIES

Santa Monica 5 parking facility (south side N. Santa Monica from N. Beverly to N. Roxbury):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care (including second level planter pockets)	11,480 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	11,480 sq. ft.	N/A	Annually		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$8,940.00

257 N. Canon Dr.:

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	500 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	500 sq. ft.	N/A	Annually		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$1,740.00

221 N. Crescent Dr. (south of Dayton):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	2,250 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	2,250 sq. ft.	N/A	Annually		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$1,740.00

333 N. Crescent Dr. (north of Dayton):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	2,120 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	2,120 sq. ft.	N/A	Annually		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$3,840.00

216 S. Beverly Dr.:

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care (in planter pockets above newsstand)	600 sq. ft.	N/A	As necessary to maintain standard		
Plant care (in planter pockets above newsstand)	600 sq. ft.	N/A	Annually		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$1,740.00

9333 W. 3rd St.:

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care (including planter pockets and green screen trellis)	4,185 sq. ft.	N/A	As necessary to maintain standard		
Plant care (including planter pockets and green screen trellis)	4,185 sq. ft.	N/A	Annually		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$2,838.00

RESERVOIR SITES

Reservoir 7 (405 Walker Dr.):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	500 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	500 sq. ft.	N/A	N/A		
Debris removal	N/A	N/A	Weekly		
Hardscape/pathway maintenance	Contractor to field verify	N/A	Weekly		
Weed abatement for fire suppression	2,270 sq. ft.		As necessary to maintain fire code standard at all times		
TOTAL	N/A	N/A	N/A	N/A	\$2,712.00

Reservoir 6 (1820 Loma Vista Dr.):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	2,025 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	2,025 sq. ft.	N/A	N/A		
Debris removal	N/A	N/A	Weekly		
Hardscape/pathway maintenance	Contractor to field verify	N/A	Weekly		
Weed abatement for fire suppression	1,000 sq. ft.		As necessary to maintain fire code standard at all times		
TOTAL	N/A	N/A	N/A	N/A	\$1,200.00

Reservoir 5 (445 Trousdale Pl.):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	8,750 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	8,750 sq. ft.	N/A	N/A		
Debris removal	N/A	N/A	Weekly		
Hardscape/pathway maintenance	Contractor to field verify	N/A	Weekly		
Weed abatement for fire suppression	3,100 sq. ft.		As necessary to maintain fire code standard at all times		
TOTAL	N/A	N/A	N/A	N/A	\$1,200.00

Reservoir 4-B (1180 Loma Vista Dr.):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	6,150 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	6,150 sq. ft.	N/A	N/A		
Debris removal	N/A	N/A	Weekly		
Hardscape/pathway maintenance	Contractor to field verify	N/A	Weekly		
Weed abatement for fire suppression	9,250 sq. ft.		As necessary to maintain fire code standard at all times		
TOTAL	N/A	N/A	N/A	N/A	\$1,200.00

Reservoir 4-A (1135 Miradero Dr.):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	21,420 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	21,420 sq. ft.	N/A	N/A		
Debris removal	N/A	N/A	Weekly		
Hardscape/pathway maintenance	Contractor to field verify	N/A	Weekly		
Weed abatement for fire suppression	34,750 sq. ft.		As necessary to maintain fire code standard at all times		
TOTAL	N/A	N/A	N/A	N/A	\$2,712.00

Monte Cielo pumping station (Monte Cielo at Fontaine):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	600 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	600 sq. ft.	N/A	N/A		
Debris removal	N/A	N/A	Weekly		
Hardscape/pathway maintenance	Contractor to field verify	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$1,200.00

Cabrillo Reservoir (Cabrillo at Coldwater Canyon):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	9,925 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	9,925 sq. ft.	N/A	N/A		
Debris removal	N/A	N/A	Weekly		
Hardscape/pathway maintenance	Contractor to field verify	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$3,600.00

Reservoir 3-A (1150 Loma Linda Dr.):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	1,325 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	1,325 sq. ft.	N/A	N/A		
Debris removal	N/A	N/A	Weekly		
Hardscape/pathway maintenance	Contractor to field verify	N/A	Weekly		
Weed abatement for fire suppression	3,585 sq. ft.		As necessary to maintain fire code standard at all times		
TOTAL	N/A	N/A	N/A	N/A	\$1,200.00

Pumping Station 2 (1045 Woodland Dr.):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	13,250 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	13,250 sq. ft.	N/A	N/A		
Debris removal	N/A	N/A	Weekly		
Hardscape/pathway maintenance	13,300 sq. ft.	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$2,160.00

Sunset Reservoir (812 N. Rexford, southeast corner Sunset/N. Rexford):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	69,200 sq. ft.	N/A	Weekly/per specifications		
Turfgrass fertilization	69,200 sq. ft.	N/A	3 times per year		
Turfgrass aeration	69,200 sq. ft.	N/A	Annually		
Turfgrass dethatching	69,200 sq. ft.	N/A	Annually		
Plant care	6,030 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	6,030 sq. ft.	N/A	N/A		
Hardscape/pathway maintenance	Contractor to field verify	N/A	Weekly		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$3,600.00

Green Acres pumping station (1137 Benedict Canon):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	1,400 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	1,400 sq. ft.	N/A	N/A		
Debris removal	N/A	N/A	Weekly		
Hardscape/pathway maintenance	Contractor to field verify	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$1,200.00

Robertson/Melrose storage yard (619 N. Robertson Blvd. West Hollywood, CA):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	Contractor to field verify	N/A	As necessary to maintain standard		
Planter bed fertilization	Contractor to field verify	N/A	N/A		
Debris removal	N/A	N/A	Weekly		
Hardscape/pathway maintenance	Contractor to field verify	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$900.00

Sand Trap pumping station (adjacent to/south of 2319 La Cienega Blvd. Los Angeles, CA at 10 Freeway):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	500 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	500 sq. ft.	N/A	N/A		
Debris removal	N/A	N/A	Weekly		
Hardscape/pathway maintenance	Contractor to field verify	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$900.00

BUSINESS TRIANGLE

N. Rodeo Drive between Wilshire Blvd. and N. Santa Monica Blvd:

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care-tree wells	900 sq. ft.	55 tree wells	As necessary to maintain standard		
Plant care-center median	7,000 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	900 sq. ft.	55 tree wells	Annually		
Rose bed fertilization center median	7,000 sq. ft.	N/A	Annually		
Debris removal	N/A	55 planted tree wells 26 grated tree wells	Daily (7 days per week)		
TOTAL	N/A	N/A	N/A	N/A	\$22,440.00

N. Beverly Drive between Wilshire Blvd. and N. Santa Monica Blvd.:

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care-53 planted tree wells/3 crosswalk planters	3424 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization-53 planted tree wells/3 crosswalk planters	3424 sq. ft.	N/A	Annually		
Debris removal-53 planted tree wells, 47 grated tree wells, 3 crosswalk planters	4332 sq. ft.	N/A	Daily (7 days per week)		
TOTAL	N/A	N/A	N/A	N/A	\$6,240.00

N. Canon Drive between Wilshire Blvd. and N. Santa Monica Blvd.:

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care-35 planted tree wells/3 crosswalk planters	2848 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization-35 planted tree wells/3 crosswalk planters	2848 sq. ft.	N/A	Annually		
Debris removal-35 planted tree wells, 25 grated tree wells, 3 crosswalk planters	3248 sq. ft.	N/A	Daily (7 days per week)		
TOTAL	N/A	N/A	N/A	N/A	\$6,240.00

Dayton Way between N. Crescent and Wilshire Blvd:

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care-31 planted tree wells/planter at Dayton side of 239 N. Crescent	1,000 sq. ft.	N/A	As necessary to maintain standard		
Plant care-31 planted tree wells/planter at Dayton side of 239 N. Crescent	1,000 sq. ft.	N/A	Annually		
Debris removal-31 planted tree wells, 15 grated tree wells, planter at Dayton side of 239 N. Crescent	1,250 sq. ft.	N/A	Daily (7 days per week)		
TOTAL	N/A	N/A	N/A	N/A	\$3,840.00

Brighton Way between N. Crescent and Wilshire Blvd.:

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care-45 planted tree wells	1440 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization-45 planted tree wells	1440 sq. ft.	N/A	Annually		
Debris removal-45 planted tree wells, 22 grated tree wells	1792 sq. ft.	N/A	Daily (7 days per week)		
TOTAL	N/A	N/A	N/A	N/A	\$3,840.00

Southwest corner N. Canon Dr./S. Santa Monica Blvd. (north of and adjacent to 461 N. Canon):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	550 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	550 sq. ft.	N/A	Annually		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$N/A

Second floor plaza south of, and adjacent to, Crate and Barrel, 438 N. Beverly Dr.:

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	1,300 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	1,300 sq. ft.	N/A	Annually		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$3,840.00

CITY FACILITIES

City Hall complex, 455 N. Crescent Dr.: (under construction at time of bid 2010):

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	58,500 sq. ft.	N/A	Weekly		
Turfgrass fertilization	58,500 sq. ft.	N/A	3 times per year		
Turfgrass aeration	58,500 sq. ft.	N/A	Annually		
Turfgrass dethatching	58,500 sq. ft.	N/A	Annually		
TOTAL	N/A	N/A	N/A	N/A	\$9,000.00

City Yards including 9357, 9298 W. 3rd St. and 330, 336-338, 342 and 346 Foothill Rd :

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	20,100 sq. ft.	N/A	Weekly		
Turfgrass fertilization	20,100 sq. ft.	N/A	3 times per year		
Turfgrass aeration	20,100 sq. ft.	N/A	Annually		
Turfgrass dethatching	20,100 sq. ft.	N/A	Annually		
TOTAL	N/A	N/A	N/A	N/A	\$8,160.00

City building 331 N. Foothill Rd.:

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	9,050 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	9,050 sq. ft.	N/A	Annually		
Hardscape/pathway maintenance	Contractor to field verify	N/A	Weekly		
Debris removal	N/A	N/A	Weekly		
TOTAL	N/A	N/A	N/A	N/A	\$2,838.00

City building 345 N. Foothill Rd. including rear planter:

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Plant care	12,500 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	12,500 sq. ft.	N/A	Annually		
Hardscape/pathway maintenance	Contractor to field verify	N/A	Daily (weekdays)		
Debris removal	N/A	N/A	Daily (weekdays)		
TOTAL	N/A	N/A	N/A	N/A	\$4,500.00

Fire Station 3, 180 S. Doheny Dr:

Description	Approximate Size	Quantity	Frequency	Unit Price	Annual Price
Turfgrass maintenance	500 sq. ft.	N/A	Weekly		
Turfgrass fertilization	500 sq. ft.	N/A	3 times per year		
Turfgrass aeration	500 sq. ft.	N/A	Annually		
Turfgrass dethatching	500 sq. ft.	N/A	Annually		
Plant care	700 sq. ft.	N/A	As necessary to maintain standard		
Planter bed fertilization	700 sq. ft.	N/A	Annually		
TOTAL	N/A	N/A	N/A	N/A	\$3,000.00

STANDARD LANDSCAPE MAINTENANCE SPECIFICATIONS

Scope of Services—General Provisions

- 4-1. The work done under these specifications shall include the furnishing of all labor, materials, and equipment necessary for the provision of landscape maintenance services specified herein within the boundaries of the landscape areas as identified and shown on the attached list of locations. Bidder is to furnish all labor, tools and equipment necessary to provide service as specified herein. The Bidder shall also be required to report landscape maintenance problems such as but not limited to irrigation system vandalism, graffiti incidents, infestations of pests, diseased or dead plants, trees, etc. Water utilized for the services under the contract shall be furnished by the City.
- 4-2. Bidders are to field verify any footage, size or quantity provided in this document and base bids only on field verified footages, sizes or quantities.
- 4-3. Contractor is required to have a supervisor available by telephone on a 24-hour basis that is assigned to provide direct and prompt attention to requests from City for emergency and after-hours landscape services. The response time for emergency and after-hours landscape maintenance service requests shall not be greater than one (1) hour.
- 4-4. If it appears that the work to be done or any matter relative thereto is not sufficiently detailed or explained by the specifications, the Contractor shall apply to the Parks and Urban Forest Manager for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the contract so far as may be consistent with the intent of the original scope of work.
- 4-5. All work which is defective in its construction or deficient in any of the requirements of the specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner at their own expense.
- 4-6. If any portion of the work done under the contract is defective or not in accordance with the specifications as determined by the City, and if the imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or undesirable, the Parks and Urban Forest Manager shall have the right and authority to retain the work, but he may make such deductions in the payment due the Contractor as may be just and reasonable.
- 4-7. The contractor shall recognize the rights of utility companies within the public right of way and their need to maintain and repair their facilities. The contractor shall exercise due and proper care to prevent damage to utility facilities and to adjust schedules when utility operations prevent the Contract from maintenance during a specified time frame. No additional compensation will be allowed for complying with these requirements. Contractor shall notify the Parks and Urban Forest Manager of any utility that is disturbed or damaged.
- 4-8. Contractor shall submit a maintenance schedule prior to the start of any work under the contract. The schedule is to be submitted for informational purposes to ensure that the

- parks will be maintained on the basis provided for in the contract. Unless otherwise directed by the Parks and Urban Forest Manager, the schedule shall identify the park, work dates, work hours and time frames of individual maintenance activities. The Contractor, unless otherwise directed by the Parks and Urban Forest Manager, shall provide monthly schedule updates to evidence the progress of maintenance. Prior to issuing a Notice to Proceed, the Parks and Urban Forest Manager shall schedule a pre-maintenance meeting with the contractor to review the contractor's landscape maintenance schedule, discuss maintenance methods and clarify inspection procedures.
- 4-9. The Contractor's working hours shall be limited to the hours between 8:00 AM and 4:00 PM Monday through Friday, excluding recognized holidays. Deviation from normal working hours will not be allowed without prior written consent of the Parks and Urban Forest Manager. For work to be done at night, the Contractor shall provide adequate light for proper prosecution of the work, for the safety of the workmen and the public and for proper inspection.
 - 4-10. Upon completion of each work under the contract, Contractor shall clean the work site and all grounds occupied by him in connection with the work of all rubbish, debris, excess materials, temporary structures and equipment. All parts of the work area shall be left in a neat and presentable condition. Care should be taken to prevent spillage on streets over which hauling is done, and any such spillage or debris deposited on street due to contractor operation shall be immediately cleaned up.
 - 4-11. The locations listed in "Attachments 1-8" are to have one or more of the following services provided: turf grass maintenance, plant care, hardscape/pathway maintenance; debris removal; trash receptacle service; amenity care; weed abatement for fire suppression as are further described herein,. Proposed prices are to reflect the work that is to be completed at each site, based on the job walk at mandatory site visit and all conditions, instructions, and specifications of this RFP. Pricing shall remain as stated for the duration of the contract term.
 - 4-12. The Bidder is to supply a unit cost for each of the items/tasks listed, as described, in "Attachment 9". While "Attachment 9" will not be included in the final bid consideration, the prices supplied therein shall be considered as the standard pricing for extra work which may be requested of the Contractor at a future date, with pricing remaining as stated for the duration of the agreement
 - 4-13. The contractor shall provide a level of quality in landscape maintenance compatible with standard practice to result in a neat, clean and attractive appearance at all sites serviced under the terms of a contract.
 - 4-14. All equipment used and all maintenance practices employed shall be subject to the inspection of the Parks and Urban Forest Manager or designated representative. All equipment must be maintained in a good state of repair. All safety guards shall be in place. No equipment shall leak oil or fluids. Equipment drive belts and hoses shall be in good repair and show no sign of fraying. Mower and edger blades are to be kept sharp at all times. No equipment shall present any potential danger to the operator, co-workers, passing motorists or pedestrians. Failure to comply with this provision will be cause to have the equipment removed from the job site. It is the Contractor's responsibility to maintain a sufficient inventory of equipment so as to complete work as specified. An inventory of equipment shall be provided with proposal. This inventory shall include the brand name and model number of all equipment to be used in the

performance of the contract. All equipment is to be approved by the City prior to the start of the contract. It is the Contractor's responsibility to notify the Parks and Urban Forest Manager or designated representative of any change in the equipment inventory during the performance of the contract. This notification shall come in the form of an updated equipment inventory list, presented in the form of a memo on dated company letterhead. Failure to comply with this provision will be grounds to remove the Contractor from the job site until such time as equipment inventory discrepancies are addressed to be compliant with the inventory supplied with the proposal submittal or equal.

- 4-15. Contractor shall employ sufficient personnel qualified by reason of education, training and experience to discharge the services agreed to be performed by contractor. Contractor shall provide service of the highest quality at all times, and personnel retained to perform this Agreement shall be temperate, competent and otherwise fully qualified to fulfill the Contractor's obligations under the contract. As discussed herein, an inventory of staffing, listed by number and position, shall be submitted as part of the proposal. The Contractor shall maintain, at a minimum, that level of staffing identified in the proposal submittal so as not to be subject to a penalty. For example, if a person is on vacation or ill, such position shall be replaced. If staffing is reduced anytime during the term of the agreement, the contract amount shall be proportionately reduced.
- 4-16. All employees of Contractor performing services shall be dressed in clean, unaltered uniforms with suitable identification and no portion of the uniform may be removed while working. Employees not in uniform shall be immediately removed from the work area. The Contractor shall provide a standard uniform consisting of at least a collar shirt with buttons, complimenting pants, a belt and boots appropriate to the work. All shirts, jackets or safety vests shall be clearly marked with company identification and the name of the employee wearing the uniform in the field. Contractor employees shall appear neat and well-groomed at all times. Contractor employees shall wear orange safety vests when operating machinery or/while working within five hundred (500) feet of moving traffic or such other distance required by any applicable laws.
- 4-17. If any person employed by the contractor fails or refuses to carry out the directions set forth under this agreement or if the opinion of the Parks and Urban Forest Manager is incompetent, unfaithful, intemperate or disorderly; or uses threatening or abusive language to any person on the work representing the City, or is otherwise unsatisfactory, he shall be discharged immediately and shall not again be employed on the work except by written consent of the Parks and Urban Forest Manager.
- 4-18. The Contractors employees shall be subject to the following minimum requirements, skills, abilities and knowledge:
- The proper license to operate the equipment.
 - Ability to operate equipment in accordance with the manufacturer's recommendations.
 - Mechanical ability to make required operator adjustments to the equipment being used.
 - Knowledgeable of safety regulations as they relate to landscaping and traffic control.
 - The crew foreperson shall hold an American Red Cross Standard First Aid Certification
 - The crew foreperson shall have the ability to communicate orally and in writing in English.

- Demonstrated knowledge of landscape maintenance operations
 - Certificates and licenses as required for employees and supervisors
- 4-19. Disposal of Refuse and Debris. All debris and refuse collected from the sites by contractor shall become its property from and after the time of site clean-up. The contractor shall dispose of all refuse and debris collected at no additional cost to City by hauling it to a location approved by the City for the disposal of solid waste and in a matter directed by City to ensure compliance with AB 939 requirements. Contractor shall provide City with report regarding the diversion of waste in the format directed by City.
- 4-20. Authority and Inspections. The Parks and Urban Forest Manager's authorized representatives shall at all times have access to the work sites utilized for conducting the work in order to accrue full knowledge with respect to the progress, workmanship and characters of materials used and employed in the work. Whenever the contractor varies the period during which work is carried out, they shall give due notice to the Parks and Urban Forest Manager so that property access for inspection may be provided. Any inspection of work shall not relieve the Contractor of any obligations to fulfill the contract as prescribed.

Any and all questions regarding the performance of the work shall be directed to the Parks and Urban Forest Manager. The Contractor shall accompany the Parks and Urban Forest Manager, or representative, on an inspection tour of all areas of responsibility once each week whereupon any maintenance deficiencies will be noted in writing as well as the time-frame to correct such deficiencies. Deficiencies noted shall be corrected as required under the contract.

- 4-21. Should a change or extra work be found necessary by the City, all changes and extra work shall be performed at the same unit price of any bid item listed. If the work is not listed as a bid item, the Contractor shall submit a fair cost for the work to be performed. A change order authorization, in writing, will be issued by the City. Any work done without a written authorization of City shall be at contractor's own risk.
- 4-22. The City reserves the right to increase or decrease the quantity of any item(s) or portion(s) of the work described in the specifications or the proposal form or to omit portions of the work so described as may be deemed necessary or expedient by the Parks and Urban Forest Manager or designated representative and the Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done. The City shall reduce the price accordingly. Alterations, modifications or deviations from the work described in the scope of services by Contractor shall be subject to the prior written approval of the City. In such case, any price adjustments shall be made by mutual consent of the parties.
- 4-23. Inspection of work will be done by the City's Community Services Department staff on a weekly basis or when deemed necessary. Any work found not to be acceptable will be noted in writing and shall be subject to the penalty provisions and schedule set forth in Penalty Schedule attached herein. In any other case, a letter will be sent to Contractor noting these deficiencies, and the Contractor shall make a reasonable and good faith effort to correct the deficiencies within a reasonable period not to exceed three (3) days from notification or such other time as determined by the Parks and Urban Forest Manager. After this time period, if unacceptable conditions still exist, the City has the

right to terminate the Agreement or deduct payment as is proportionately appropriate for non-compliance with the specified contract.

- 4-24. The Contractor will be paid once a month after each month's work has been completed and required monthly reports have been submitted and both have been accepted by the Community Services Department. Failure to perform work as indicated in specifications can result in the City exercising the right to withhold funds, subject the Contractor to penalties as set forth in the Penalty Schedule attached herein, deduct payment as is proportionately appropriate or terminate the Agreement.
- 4-25. The Contractor shall conduct all work outlined in the contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work; and agrees additional to accept the sole responsibility for complying with all City County, State or other legal requirements including, but limited to, full compliance with the terms of the applicable OSHA and CAL EPA Safety Orders at all times so as to protect all person, including contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury or damage to their property.

The Contractor shall be responsible for traffic control and safety regulations as related to any city, state or county requirements while working on medians and/or roadside strips. The design and operation of work zone traffic controls must comply with US Department of Transportation/Federal Highway Administrative guidelines.

Contractor shall cooperate fully with the City in the investigation of any accident, injury or death occurring on city property including a complete written report there to the Parks and Urban Forest Manager within 24 hours following the occurrence.

The Contractor's responsibility shall be continuous and not be limited to working hours or days.

- 4-26. All operations will be conducted by the Contractor to provide maximum safety for the public according to the most recent edition of the *Work Area Traffic Control Handbook*.
- 4-27. All vehicles and equipment operating under this contract shall be properly marked with company identification.
- 4-28. The Contractor shall have competent supervisors, who may be working supervisors, at each jobsite at all times when work is being performed. Each supervisor must be capable of communicating effectively both in written and oral English. All supervisors must possess adequate technical background to ensure that all work is accomplished with the special provisions of this contract.
- 4-29. The Contractor shall maintain a local office with a competent representative who can be reached during normal working hours and is authorized to discuss matters pertaining to this contract. Upon request by the City, the Contractor may be required to provide a list of emergency numbers for after hours work.
- 4-30. The Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference with or annoyance to the public.

- 4-31. Contractor shall not be permitted to store equipment or materials at any contracted work area unless otherwise approved in writing by the Parks and Urban Forest Manager.
- 4-32. If the Contractor, after having officially commenced work on said contract, should discontinue work for any cause, he/she shall notify the Park and Urban Forest Manager or designated representative the intent to do so, and shall further notify of the date for restarting operations.
- 4-33. All work shall be completed to the satisfaction of and under the supervision of the Parks and Urban Forest Manager or designated representative. Failure to comply with any requirement contained herein may result in suspension of work without time extension.
- 4-34. The Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.
- 4-35. Where work is in progress, each street shall be open to local traffic at all times unless prior arrangements have been made and approved by the Parks and Urban Forest Manager or designated representative and the City's Traffic and Transportation Division.
- 4-36. The use of gasoline powered blowers is prohibited at all times within the City of Beverly Hills.

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 per 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.

PENALTY SCHEDULE

It is mutually agreed by Contractor and City that if completion of certain services to be provided by the Contractor under this Agreement specified below are delayed or not performed, a penalty as described herein will be assessed each day that the service is not properly performed or not provided as required under the contract. This is in addition to the City's other remedies allowed by law, including the contractual requirement that the condition be remedied.

Worker without proper uniform, vehicle without proper signage	\$100.00 per occurrence.
Use of gasoline powered handheld or backpack blower	\$100 per occurrence
Trash, debris or windrows in area when that area has been vacated by workers	\$100.00 for each day in each area
Equipment or fuel cans left in landscape	\$100.00 per occurrence.
Sprinkler system device(s) left damaged after completion of mowing, trimming, and/or edging in an area	\$100.00 per occurrence, per site, per day until such time as damage is repaired.
Failure to correct general contract specification deficiency within 72 hours of written notification	\$100.00 per day, per occurrence.
Mowing, trimming or edging of turfgrass that results in scalps, divots, depressions or bare areas	\$200.00 per occurrence, per site, per day until such time as damage is repaired.
Unattended operation of irrigation system outside of mandated water window times and/or days	\$200.00 per occurrence, per site.
Failure to post warning signage when operating equipment in pedestrian/vehicular traffic area	\$500.00 per occurrence.
Disposal of landscape waste or other debris at unauthorized sites (e.g. residential trash receptacles, commercial trash dumpsters, park site waste containers)	\$1000.00 per occurrence.
Unauthorized use and/or storage of any chemical product in the City of Beverly Hills	\$1000.00 per occurrence and possible contract termination
Use of any chemical product at a reservoir site	\$1000.00 per occurrence and possible contract termination
Equipment leaking fluids	\$500.00 + cost to mitigate damage.
Penalty for damage to City trees and/or plants	Levied in accordance with the methodology defined in "Council of Tree and Landscape Appraisers, Guide for Plant Appraisal, 9 th edition.

EXHIBIT B-1

RATES

CITY shall pay CONTRACTOR compensation in an amount not to exceed Four hundred thirty thousand two hundred dollars (\$430,200) pursuant to the rates set forth in Exhibit A.