



**CITY OF MISSION VIEJO
CALIFORNIA**

**SPECIFICATIONS
AND CONTRACT DOCUMENTS**

FOR

**LANDSCAPE AND FACILITY
MAINTENANCE
CONTRACT AREAS 9 & 10**

MARCH 2023

PREPARED BY:

**CITY OF MISSION VIEJO
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MISSION VIEJO, CALIFORNIA 92691
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BOOK 1

CITY OF MISSION VIEJO
CALIFORNIA

PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

LANDSCAPE AND FACILITY MAINTENANCE
CONTRACT AREAS 9 & 10

MARCH 2023

APPROVED BY:



JERRY HILL
Director of Public Services

4-6-23
Date

**CITY OF MISSION VIEJO
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CONTRACT AREAS 9 & 10**

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CITY OF MISSION VIEJO

NOTICE INVITING BIDS

LANDSCAPE AND FACILITY MAINTENANCE CONTRACT CONTRACT AREAS 9 & 10

NOTICE IS HEREBY GIVEN that sealed bids will be received by the **City of Mission Viejo**, as "AGENCY," for furnishing all materials, equipment, tools, labor and incidentals as required for the above-stated project in strict accordance with the specifications and drawings on file at the office of the City Clerk of the **City of Mission Viejo**.

Bids will be received at the City Clerk's Counter, 2nd Floor, City Hall, 200 Civic Center, City of Mission Viejo, until the hour of **9:00 a.m. on May 2, 2023**, at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside, "**LANDSCAPE AND FACILITY MAINTENANCE CONTRACT- CONTRACT AREAS 9 & 10**"

The Work to be constructed under the Contract is located in the **City of Mission Viejo**. The Work to be performed consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents for the above-stated Contract. The general items of Work to be done hereunder consist of:

1. The maintenance, inspection, and repair of Park / Facilities, Right-of-Way, Athletic Fields, Medians, Slopes, Open Spaces, and Green Belts.
2. Respond to field emergencies 24 hours a day, 7 days a week.
3. Special event labor for set up and take down during normal working hours.
4. All work to comply in every respect as called for in the Specifications.

The Agency reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsive and responsible bidder and reject all other bids; to waive any informality in the bidding; and to take all bids under advisement for a period of 90 days. Bids will be compared on the basis of the Engineer's estimate of the quantities of the several items of Work as shown on the Base Bid Sheets. Only such plans, specifications, and items of work as are appropriate shall apply to the Work as bid. **Landscape Areas 9 & 10 will be awarded as one (1) contract.**

At the time of Contract award to a bidder, the bidder shall possess a Class C27, issued by the State of California.

A mandatory pre-bid meeting will be held on April 25, 2023 at 1:30 p.m. in Saddleback Room 2 at City Hall, 200 Civic Center, in Mission Viejo. Failure to attend the mandatory pre-bid meeting will cause all non-attending bidders to be deemed non-responsive and their bid package shall not be further considered by the City for any reason. Special circumstances may be considered for a bidders' inability to attend on a case by case basis. The bid submittal shall be held for seven (7) days for pick-up by the bidder who submitted it and if not picked up, then shall

be disposed of in a public trash receptacle. The City, in its sole discretion, may retain and immediately draw down on the bid bond, in whole or part, to compensate it for the time expended on reviewing the bid package as submitted.

Each bid must be accompanied by all required pages of the Proposal (see Instructions to Bidders), including a certified or cashier's check, or a corporate surety bond on the form furnished by the AGENCY, as a guarantee that the bidder will, if an award is made to him in accordance with the terms of his bid, promptly secure workmen's compensation insurance and liability insurance, execute a contract in the required form, and furnish satisfactory bonds for the faithful performance of the contract and for the payment of claims of material and laborers thereunder. Said check or bidder's bond shall be in an amount not less than 10% of the amount of the bid.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement Between Agency and Contractor and General Conditions.

The Performance and Payment Bonds shall be submitted before execution of the Contract. The Performance Bond shall be not less than 100% of the total amount of the bid price named in the Contract. The Payment Bond shall be not less than 100% of the total amount of the bid price named in the Contract. The AGENCY reserves the right to reject any bond if, in the opinion of the AGENCY Attorney, the Surety's acknowledgment is not in the form included in the Contract Documents or in another form substantially as prescribed by law.

In accordance with provisions of Section 1773.2 (amended 1977) of the California Labor Code copies of the prevailing rate of per diem wages as determined by the State Director of Industrial Relations are on file in the office of the City Clerk of the **City of Mission Viejo**. It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor under him to pay not less than said specified rates to all workmen employed by them in the execution of the Contract.

The Contractor and all Subcontractors, of any tier, must comply with the requirements of the California Labor Code including but not limited to Sections §§1715.5, 1725.5, 1771.1, 1771.1a, 1771.4(a)(1), 1774, 1775, 1776, 1777.5, 1813 and 1815. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to requirements of Public Contract Code Section 4104, nor shall it be qualified to enter into, or engage in the performance of, any contract of public work, unless it is currently registered and qualified under Labor Code Section 1725.5 to perform public work (as "public work" is defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code). [Note: Required in the Notice by Labor Code §1771.1(b).]

Contractors are required to register with the Department of Industrial Relations (DIR). Notwithstanding any other requirements (*including federal labor requirements*), this contract is subject to compliance monitoring and enforcement by the Department of Industrial relations (DIR).

The City of Mission Viejo hereby notifies all bidders that it will affirmatively ensure that in any Contract entered into pursuant to this advertisement, Disadvantaged Business and Underutilized Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, or national origin in consideration for an award.

Complete sets of said Contract Documents may be purchased at a cost of \$40.00 (Forty Dollars) per set and are obtainable from the **City of Mission Viejo**, 200 Civic Center, Engineering Counter, Mission Viejo, California 92691, 949-470-3040. No refund will be made of any charges for sets of Contract Documents. Plans and specifications can be mailed for an additional \$10.00 (Ten Dollars) per set. For additional information, contact the Project Manager, Jerry Hill, at 949-470-3095.

Dated this _____ day of _____, 20__.

Kim Schmitt
City Clerk

City of Mission Viejo
200 Civic Center
Mission Viejo, California 92691

CITY OF MISSION VIEJO

INSTRUCTIONS TO BIDDERS

**LANDSCAPE AND FACILITY MAINTENANCE CONTRACT
CONTRACT AREAS 9 & 10**

1. PROPOSAL FORMS, AND REVIEW OF PLANS AND SPECIFICATIONS

Bids shall be submitted in writing on the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The Proposal must include all pages of the Proposal form with all of the required information, including but not limited to the Bidder's Information, Proposal Bid Sheet, List of Subcontractors, Bidder's Statement of Past Contract Disqualifications, Non-Collusion Affidavit, Bid Bond, Iran Contracting Act Certification (if required), and Sufficient Funds Declaration. The AGENCY will not consider any proposal not meeting these requirements.

In addition, the AGENCY shall not accept any bid or enter into any contract without proof of the Bidder's current registration to perform public work under Labor Code Section 1725.5; and the Bidder shall not accept any sub-bid or enter into any subcontract without proof of the subcontractor's current registration to perform public work under Labor Code Section 1725.5.

Each bidder must review the plans and specifications in its capacity as a contractor prior to submitting its bid, and any errors must be reported to the AGENCY.

2. PROPOSAL GUARANTEE (BID BOND)

Proposals must be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the AGENCY in the minimum amount of ten percent (10%) of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a Contract is awarded fails or refuses to execute the Contract Documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the AGENCY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all Contract Documents.

3. PROPOSED SCHEDULE

April, 6, 2023	Advertise in trade journals and on the Internet
April 25, 2023	Pre-bid MANDATORY* meeting at 1:30 p.m. at Mission Viejo City Hall, Saddleback Room 2, located at 200 Civic Center, in Mission Viejo.
May 2, 2023	Bid opening at 9:00 a.m., City Clerk’s counter, City Hall 2 nd Floor
May 23, 2023	Award of contract consideration
July 1, 2023	Contract begins

***Failure to attend the mandatory pre-bid meeting will cause all non-attending bidders to be deemed non-responsive and their bid package shall not be further considered by the City for any reason. The bid submittal shall be held for seven (7) days for pick-up by the bidder who submitted it and if not picked up, then shall be disposed of in a public trash receptacle. The City, in its sole discretion, may retain and immediately draw down on the bid bond, in whole or part, to compensate it for the time expended on reviewing the bid package as submitted.*

4. NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the Proposal as principals are those named therein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in the Proposal; that the Proposal is made without connection to any other individual, firm, or corporation making a bid for the same Work; and that the Proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the Proposal.

5. PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of Work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the bid sheets are supplied to give an indication of the general scope of Work, but the accuracy of figures is not guaranteed and the bidder shall make its estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

6. DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the Proposal to the hands of the AGENCY's designated official prior to the bid opening hour stipulated in the "Notice Inviting Bids." Late Proposals will not be considered. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, **"SEALED BID FOR LANDSCAPE AND FACILITY MAINTENANCE CONTRACT - CONTRACT AREAS 9 & 10."**

7. WITHDRAWAL OF PROPOSALS

A Proposal may be withdrawn by a written request signed by the Bidder. Such requests must be delivered to the AGENCY's designated official prior to the bid-opening hour stipulated in the "Notice Inviting Bids." The withdrawal of a Proposal will not prejudice the right of the Bidder to submit a new Proposal, providing there is time to do so. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee, unless withdrawal is allowed under law.

8. IRREGULAR PROPOSALS

Unauthorized conditions, limitations or provisions attached to a Proposal will render it irregular and may cause its rejection. The completed Proposal forms shall be without interlineations, alterations or erasures. Notwithstanding the foregoing, the City may waive such if allowed by law, and if, in the City's discretion, it deems that waiver is in the City's best interest and that such interlineations, alterations or erasures do not substantially alter the written response or create an unfair advantage to such bidders. Alternative Proposals will not be considered unless specifically requested. No oral, telegraphic or telephonic Proposal, modification or withdrawal will be considered.

9. TAXES

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

10. DISQUALIFICATION OF BIDDERS

In the event that any bidder on the Contract submits a proposal on another contract on the same work of improvement, all such proposals will be rejected and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder.

The Contract will not be awarded or executed unless the Bidder is licensed in accordance with the provisions of the State Business and Professions Code.

11. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed Contract and is in doubt as to the true meaning of any part of the plans, specifications or other proposed Contract Documents, or finds discrepancies in, or omissions from, the drawings or specifications, he may submit to the Engineer of said AGENCY a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The

Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

12. ADDENDA OR BULLETINS

The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be made a part of the Contract Documents and shall be returned with them. Before submitting its bid, each bidder shall inform itself as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render its bid irregular and may result in its rejection by the AGENCY.

13. LEGAL RESPONSIBILITIES

All Proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any bidder submitting a Proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and Contract Documents, and to full compliance therewith.

14. AWARD OF CONTRACT

The award of contract, if made, will be to the most responsible Bidder as determined solely by the City, pursuant to the City's Plans, Specifications and Contract Documents and in the best interests of the City pursuant to law. At the time of contract award, the successful bidder shall hold the contractor's license(s) required in Notice Inviting Bids. Additionally, the AGENCY reserves the right to reject any or all Proposals, to accept any bid to waive any irregularity if allowed by law, and to take the bids under advisement for the period of time stated in the "Notice Inviting Bids," all as may be required to provide for the best interests of the AGENCY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

No bidder may withdraw its proposal for a period of ninety (90) days after the time set for opening thereof, unless permitted by law. However, the AGENCY will return all proposal guarantees within ten (10) days after the award of the Contract or rejection of the bids, as the case may be, to the respective bidders whose Proposals they accompany.

15. LABOR CODE

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the AGENCY has obtained the general provisions rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute the Contract from the State Director of the Department of Industrial Relations (DIR). It shall be the responsibility of the prime Contractor to comply with all applicable sections of the Labor Code.

Travel and subsistence payments to each workman needed to execute the Work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

The Contractor shall comply with the provisions of Section 1774 of the Labor Code. Failure to comply with the subject section will subject the Contractor to penalty and forfeiture provisions of Section 1775 of the Labor Code.

Pursuant to the provisions of Section 1770 of the Labor Code, the general prevailing rate of wages has been ascertained (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of workmen concerned.

This project is subject to compliance registration, monitoring, and enforcement by the DIR. (See, among others, Labor Code §§1715.5, 1725.5, 1771.1 and 1771.4.)

The AGENCY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate or the Federal Minimum Wage Rate (whichever is greater) as set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its bid, and will not under any circumstances be considered as the basis of a claim against the AGENCY on the Contract.

The Contractor and subcontractors shall comply with Section 1777.6 which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

16. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations. In accordance with this section and with Section 1861 of the State Labor Code, the Contractor shall sign a Compensation Insurance Certificate, which is included with the Contract Agreement, and submit same to City along with the other required Contract Documents prior to performing any Work. Reimbursement for this requirement shall be considered as included in the various items of Work.

17. CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103 of the Public Contract Code, in entering the Contract to supply goods, services, or materials, the Contractor and its subcontractors offer and agree to assign to the

AGENCY all rights and interest in and all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or the subcontracts. This assignment shall be made and become effective at the time the AGENCY tenders final payment to the Contractor, without further acknowledgment by the parties.

18. SUBLETTING AND SUBCONTRACTING

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their Proposal the name, location of place of business, license number, and the portion of the Work of each subcontractor who will perform Work or labor or render services in or about the construction of the Work or improvement, and each subcontractor who specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, but only if (a) for a Contract for construction of streets or highways, including bridges, the dollar amount of the subcontractor's work is in excess of \$10,000 or ½ of 1% of the total bid in the Proposal, whichever is greater; or (b) for all other Contracts, the dollar amount of the subcontractor's work is in excess of ½ of 1% of the total bid in the Proposal. Failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work. It is the AGENCY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors. The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for Work satisfactorily Completed, even if the other Contract Work is not Completed and has not been accepted by the Agency. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

19. INSURANCE

Contractor agrees to provide insurance in accordance with the requirements as set forth herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement, or endorse the existing coverage to do so. The following coverages will be provided by Contractor and maintained on behalf of City and in accordance with the requirements set forth herein. The cost of such insurance shall be included in the Contractor's bid.

Commercial General Liability Insurance. Contractor shall obtain and furnish to City a policy of general liability insurance against any and all claims arising out of or in connection with the work performed for this Project. Primary insurance shall be at least as broad as ISO-CGL form No. CG 00 01. Contractor shall provide coverage in an amount not less than two million dollars (\$2,000,000.00) per occurrence for all coverages, and four million dollars (\$4,000,000.00) general

aggregate. The policy must include contractual liability that has not been amended. This policy shall name City, its officers, officials, employees, agents, and volunteers as additional insureds, covering both ongoing and completed operations, using ISO additional insured endorsement forms CG 20 10 and CG 20 37, or similar form(s). Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Business Auto Liability Insurance. Contractor shall obtain and furnish to City a business liability policy covering bodily injury and property damage for all activities of Contractor arising out of or in connection with the work to be performed for this project, including coverage for owned, hired, and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident. Primary coverage shall be at least as broad as ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto).

Workers' Compensation/Employers' Liability. Contractor acknowledges awareness of Section 3700 *et seq.* of the *California Labor Code*, which requires every employer to be insured against liability for workers' compensation. Contractor covenants that it shall comply with such provisions prior to commencement of work performed for this project. Contractor shall obtain and furnish to City workers' compensation insurance per statutory limits and employer's liability insurance in an amount not less than one million dollars (\$1,000,000.00) per accident for bodily injury or disease. Contractor shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of subcontractors' employees. Contractor shall furnish to City a waiver of subrogation under the terms of the workers' compensation and employer's liability insurance and Contractor shall similarly require all subcontractors to waive subrogation. If Contractor is a sole ownership/proprietorship and does not have any employees, Contractor shall certify such facts to the City by completing a "Declaration of Non-Employer Status" declaring such and worker's compensation coverage shall not be required.

Umbrella or Excess Liability Insurance. (If required to meet higher limits). Contractor shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A. A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- B. "Pay on behalf of" wording as opposed to "reimbursement";
- C. Concurrency of effective dates with primary policies.

Should Contractor obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or

policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either, the insurer shall reduce or eliminate such deductibles or self-insured retention as respects to the City, its officers, officials, employees, agents, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and Completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt required, has been given to the City.
6. Requirements of specific coverage features or limits contained herein are not intended as a limitation on coverage, limits on other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver or limitation of any type. If the Contractor maintains higher

limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before Work commences. Contractor's insurer shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Subcontractors

Contractor shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

20. ARBITRATION

Optional Arbitration; Applicable Law

In lieu of litigation of a dispute, the Contractor and City may agree to submit the dispute to binding arbitration so long as agreed by the parties in writing and approved in writing by the Board as an amendment to the Contract Documents. Except as provided below or as may be agreed upon by the parties in writing, (a) any such arbitration shall be governed by Code of Civil Procedure §§1280 et seq., and (b) the arbitration award must be supported by law and substantial evidence, and that the award may be vacated if not so supported, per Code of Civil Procedure Section 1296. Should any provision in this "Arbitration" section be found to be unenforceable, then such provision shall be severed and the parties agree that the remaining provisions shall be binding and enforceable as if adopted absent the unenforceable provision. Should the parties wish to modify any provision in this "Arbitration" section, the parties may do so.

Selection of Arbitrator

If the parties agree to binding arbitration, upon notification of a party's election to proceed with arbitration under this section, the parties shall have thirty (30) days to jointly select an arbitrator. In the event that the parties are unable to reach an agreement as to the selection of an arbitrator, an arbitrator will be selected from the American Arbitration Association's panel of construction arbitrators. There shall be no limit on the number of arbitrators that a party can disqualify with respect to the American Arbitration Association's list of arbitrators.

Amount in Controversy/Discovery

If the parties agree to arbitration, the following would apply:

1. If the amount in controversy is less than \$50,000, then, notwithstanding any other provision of law, the only discovery permitted will be (1) the noticing and taking of one deposition (in accordance with Code of Civil Procedure Section 2025) by each party to the dispute and (2) inspection demands pursuant to Code of Civil Procedure Section 2031.
2. If the amount in controversy is equal to or greater than \$50,000 but less than \$150,000, then, notwithstanding any other provision of law, the only discovery permitted will be (1) the noticing and taking of no more than three depositions (in accordance with Code of Civil Procedure Section 2025) by each party to the dispute and (2) inspection demands pursuant to Code of Civil Procedure Section 2031.
3. If the amount in controversy is equal to or greater than \$150,000, then all discovery rules contained in the California Civil Discovery Act, Code of Civil Procedure Section 2016, et seq., shall apply to the arbitration, except each party will only be allowed to propound no more than fifty (50) special interrogatories, and no requests for admissions shall be permitted.

The above deposition limits shall not be applicable to expert depositions. Experts shall be designated and deposed in accordance with Code of Civil Procedure §2034.

Procedure/Evidence

If the parties agree to arbitration, the following would apply:

1. General and specific rules of trial procedure and evidence as set forth in the California Code of Civil Procedure and the California Evidence Code, respectfully, shall apply except that the arbitrator may admit any relevant evidence which he believes should be afforded consideration.
2. Motions for summary judgment and/or summary adjudication of issues shall be permitted only if the amount in controversy is equal to or greater than \$50,000. Motions for summary judgment and/or summary adjudication of issues shall be heard in accordance with the Federal Rules of Civil Procedure, Rule 56. The arbitrator shall also have the authority to decide specific legal and/or factual issues by way of a motion for summary judgment and/or summary adjudication of issues regardless of whether or not such resolve a cause of action.
3. Demurrers and motions for judgment on the pleadings shall not be allowed. The arbitrator shall review the pleadings and, in the arbitrator's sole, discretion a dismissal and/or amendment of a pleading can be ordered.
4. The arbitrator shall conduct a pre-arbitration conference for purposes of coordinating the arbitration. At the pre-arbitration conference, all of the following issues shall be addressed: procedural matters, exchange of exhibits, witness lists, motions in limine, arbitration briefs,

and the potential for narrowing issues and/or factual disputes by stipulation or by bifurcating the arbitration. The arbitrator can bifurcate specific factual and/or legal issues in addition to causes of action.

5. The arbitrator will close the arbitration hearing after presentation of the evidence and receipt of final briefs, which must be submitted within twenty (20) days from the final presentation of evidence. The time limit within which the award must be filed begins with the closing of the hearing.
6. The arbitrator may for good cause reopen the hearing through request of either party, at any time, before the award is made and/or legal issues in addition to causes of action.
7. The arbitrator's award must be mailed promptly to the parties, but no later than thirty (30) days after the closing of the hearing. The award will be based upon the evidence introduced at the hearing, including all logical and reasonable inferences made therefrom. Pursuant to Code of Civil Procedure Section 1296, the arbitration award must be supported by law and substantial evidence, or else it may be vacated. The arbitrator may grant any remedy that is just and equitable.

Joinder

No arbitration in which the parties elect to participate that arises out of or relates to the contract documents shall include by consolidation, joinder, or any other manner any other person or entity who is not a party to this contract unless:

1. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
2. such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
3. the written consent of the other person or entity sought to be included and of City and Contractor has been obtained for such inclusion, which consent shall make specific reference to this section; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

Costs and Fees

Prior to a decision being rendered in any arbitration, the parties shall split the arbitrator's fees and be responsible for the prompt payment thereof.

Conclusiveness of Judgment

Any arbitration award will be final and binding and there is no direct appeal from the award on the grounds of error in the application of the law or based upon the arbitrator's interpretation of the facts presented. The only reasons for challenging an arbitrator's award are those set forth in the Code of Civil Procedure, Section 1286.2(a), (b), (c) and/or (f), and Section 1296 (failure to base the award on applicable law and substantial evidence). If any party other than the City seeks to challenge the arbitrator's award pursuant to these Code of Civil Procedures sections, such party must post a bond in the amount of 150% of the arbitrator's award (including the award of costs and fees).

Duration

From the time any arbitration proceedings are initiated, such proceedings must be completed within six (6) months, unless (1) the amount in controversy equals or exceeds \$150,000, the arbitration must be completed within one year or (2) the arbitrator extends the completion period for good cause or based upon the stipulation of the parties. Arbitration proceedings shall be deemed initiated upon the appointment of the arbitrator.

21. HOURS FOR PERFORMANCE

Working hours for this project will be 7:00 a.m. to 4:00 p.m. on any Working Day. Contractor is to take into special consideration that the nature of the Work is in public parks, facilities and public rights-of-way. All project Work will not disrupt or conflict with other public activity. The contractor shall take necessary precautions/safety measures to insure that the public is not negatively impacted from the contractor's work efforts. All work areas and zones shall be kept safe at all times. Any barriers and/or traffic control required shall be at the Contractor's expense.

CITY OF MISSION VIEJO

AGREEMENT WITH FOR LANDSCAPE AND FACILITY MAINTENANCE CONTRACT AREAS 9 & 10 SERVICES OVER \$30,000

(Insurance Required)

THIS AGREEMENT is made and effective as of July 1, 2023, between the **City of Mission Viejo**, a California general law city and municipal corporation ("City") and _____ ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on July 1, 2023, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding this limit on term, some duties and obligations may survive the termination, lapse, or completion of this Agreement. This contract may be renewed by mutual agreement of both parties for a term of one (1) 2-year period. This renewal is contingent upon satisfactory work being performed by the Contractor.

2. **SERVICES.** Contractor shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**.

3. **PERFORMANCE.** Contractor shall at all times faithfully, competently, and to the best of his or her ability, experience, and talent, perform all tasks described herein. Contractor represents to the City that it has the qualifications and equipment/technology necessary to competently and reasonably perform the tasks required by this Agreement. Contractor shall employ, at a minimum, generally accepted standards, practices, and equipment utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

a. The City agrees to pay Contractor monthly in arrears, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed _____ **Dollars** (\$_____) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Any terms or conditions set forth in **Exhibit A or Exhibit B**, which do not describe the work to be performed, the payment rates and terms, or the payment schedule have not been agreed to by the City and shall not be deemed a part of this Agreement.

b. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council or, if pursuant to

its authority, the City Manager, or their designee. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager or the City's representative and Contractor at the time City's written authorization is given to Contractor for the performance of said services. The City Manager may approve additional work not to exceed 15% of the contract amount approved by City Council or \$30,000, whichever is less. Any additional work in excess of this amount shall be approved by the City Council.

c. Contractor shall submit reasonably detailed invoices monthly for actual services performed and, as applicable, equipment and materials acquired. Invoices shall be submitted on or about the first business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

d. Notwithstanding the above provisions, Contractor shall not be paid for any work performed until it has submitted to the City a fully completed and executed Internal Revenue Service Form W-9.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

a. The City may at any time, with or without cause, in its sole discretion, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice of the decision. City shall not be obligated to explain its reasons for termination. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is suspended or terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of suspension or termination, provided that the work performed is of value to the City and consistent with the Agreement. Upon suspension or termination of the Agreement pursuant to this Section, the Contractor will, as a precondition to being compensated, submit an invoice to the City consistent with Section 4.

6. DEFAULT OF CONTRACTOR.

a. The Contractor's failure to comply with the provisions of this Agreement shall constitute a material default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and may terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

b. If the City Manager or their delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) calendar days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the

right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement.

7. OWNERSHIP OF DOCUMENTS.

a. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, video and sound recordings, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

c. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contractor.

d. Notwithstanding anything to the contrary, Contractor, including all persons, firms, or entities with which it may interact, shall provide City all records pursuant to the California Public Records Act at City's request. This duty and obligation shall survive the lapse, termination, or completion of this Agreement. No cost shall be charged to the City related to compliance with this provision.

8. INDEMNIFICATION. The Contractor agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, consultants, employees, attorneys, agents, and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the City, its officers, officials, consultants, employees, attorneys, agents, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the negligence of the City. This section shall, without limitation, survive the termination, lapse, or completion of this Agreement.

9. **INSURANCE REQUIREMENTS.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Contractor agrees to provide insurance in accordance with the requirements set forth in **Exhibit C**. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement, or endorse the existing coverage to do so. This duty or obligation shall survive the lapse, termination, or completion of this Agreement.

10. **INDEPENDENT CONTRACTOR.**

a. Contractor is and shall at all times remain as to the City a wholly independent contractor having only the contractual duties and obligations agreed upon as memorialized in this Agreement. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, officials, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against or for City, or bind City in any manner, whether in law or equity.

b. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay, nor be deemed to have paid or delivered salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

11. **LEGAL RESPONSIBILITIES.** The Contractor shall keep itself informed of all County, State, and Federal laws and regulations, which in any manner affect its requirements under this Agreement, and those employed by it or in any way affect the performance of its service, duties, and obligations pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, its officers, officials, employees, attorneys, agents, and volunteers shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section. This section shall survive, without limitation, the termination, lapse or completion of this Agreement.

12. **RELEASE OF INFORMATION.**

a. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors shall not, without written authorization from the City or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or

16. GOVERNING LAW. The City and Contractor agree that the laws of the State of California, or, as necessary, the laws of the United States Federal government, shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

17. LITIGATION. Any litigation concerning this Agreement commenced by a Party or any person, firm or entity claiming under Contractor shall be filed and have venue in the municipal, superior, or federal district court with geographic jurisdiction over the City of Mission Viejo.

18. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, direct or implied, are merged into this Agreement and shall be of no further force or effect. Each Party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. Each Party has had the opportunity to have this Agreement reviewed by independent legal counsel of its own selection and is not relying on any representations, opinions, or advice of the other Party.

19. AUTHORITY TO EXECUTE THIS AGREEMENT. The person or persons executing this Agreement on behalf of Contractor warrant and represent that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder. Contractor agrees that the person executing this Agreement is an authorized agent of Contractor with the power to bind Contractor to this Agreement.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____, before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

TASKS TO BE PERFORMED

The work to be done consists of furnishing all labor, materials, supplies, equipment, tools, and incidentals (unless otherwise indicated) and any other resources necessary to maintain City landscapes in accordance with the Specifications and Contract Documents and maintain City Landscapes to City standards for the City of Mission Viejo. This is to include any and all Addendums issued during the bidding process, including, but not be limited to: all Addendums issued by the City of Mission Viejo regarding the required participation and compliance with Senate Bill 854 relative to the Department of Industrial Relations registration and associated requirements.

In accordance with provisions of Section 1773.2 (amended 1977) of the California Labor Code copies of the prevailing rate of per diem wages as determined by the State Director of Industrial Relations are on file in the office of the City Clerk of the **City of Mission Viejo**. It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor under him to pay not less than said specified rates to all workmen employed by them in the execution of the Contract.

This contract is subject to compliance registration, monitoring and enforcement by the Department of Industrial Relations (DIR) and all related requirements of Senate Bill 854 (Labor Codes §§1715.5, 1725.5, 1771.1, 1771.1a and 1771.4). A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to requirements of Public Contract Code Section 4104, nor shall it be qualified to enter into, or engage in the performance of, any contract of public work, unless it is currently registered and qualified under Labor Code Section 1725.5 to perform public work (as "public work" is defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code). [Note: Required in the Notice by Labor Code §1771.1(b).]

EXHIBIT B
PAYMENT SCHEDULE

Net 30 days.

EXHIBIT C

INSURANCE REQUIREMENTS

The following coverages will be provided by Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein. Contractor agrees to submit insurance coverages described herein and obtain approval of such coverages by the City before any work is performed pursuant to this Agreement.

Commercial General Liability Insurance. Contractor shall obtain and furnish to City a policy of general liability insurance against any and all claims arising out of or in connection with the work performed under this Agreement. Primary insurance shall be at least as broad as ISO-CGL form No. CG 00 01. Contractor shall provide coverage in an amount not less than two million dollars (**\$2,000,000.00**) per occurrence for all coverages, and four million dollars (**\$4,000,000.00**) general aggregate. The policy must include contractual liability that has not been amended. This policy shall name City, its officers, officials, employees, agents, and volunteers as additional insureds, covering both ongoing and completed operations, using ISO additional insured endorsement forms CG 20 10 and CG 20 37, or similar form(s). Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Business Auto Liability Insurance. Contractor shall obtain and furnish to City a business auto liability policy covering bodily injury and property damage for all activities of Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount not less than one million dollars (**\$1,000,000**) combined single limit for each accident. Primary coverage shall be at least as broad as ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto).

Workers' Compensation/Employer's Liability. Contractor acknowledges awareness of Section 3700 *et seq.* of the *California Labor Code*, which requires every employer to be insured against liability for workers' compensation. Contractor covenants that it shall comply with such provisions prior to commencement of this Agreement. Contractor shall obtain and furnish to City workers' compensation insurance per statutory limits and employer's liability insurance in an amount not less than one million dollars (**\$1,000,000.00**) per accident for bodily injury or disease. Contractor shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of subcontractors' employees. Contractor shall furnish to City a waiver of subrogation under the terms of the workers' compensation and employer's liability insurance and Contractor shall similarly require all subcontractors to waive subrogation. If Contractor is a sole ownership/ proprietorship and does not have any employees, Contractor shall certify such facts to the City by completing a "Declaration of Non-Employer Status" declaring such and worker's compensation coverage shall not be required.

Umbrella or Excess Liability Insurance. (If required to meet higher limits). Contractor shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general

liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A. A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- B. "Pay on behalf of" wording as opposed to "reimbursement";
- C. Concurrency of effective dates with primary policies.

Should Contractor obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

Contractor and City further agree as follows:

1. This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.
2. Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.
3. All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits on other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver or limitation of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
5. For purposes of insurance coverage only, this Agreement will be deemed enforceable immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
6. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement shall not prohibit

Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor hereby irrevocably waives all rights of subrogation against City.

7. Unless otherwise approved by City, Contractor's insurance shall be written by insurers authorized to do business in the State of California and which hold a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications without approval of the City prior to the execution of this Agreement and a separate writing that specifies the terms, conditions, duties, and obligations of the subject self-insurance program.
8. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.
9. Contractor agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and additional insured endorsement(s) to Contractor's general liability policy using ISO forms CG 20 10 and CG 20 37, or similar form(s) as determined by Risk Management staff. Contractor shall also provide a waiver of subrogation endorsement to Contractor's workers' compensation policy applicable to the City. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage and all policies must be endorsed accordingly. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City upon request.
10. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages; failure to do so shall be deemed a material breach of this Agreement and may subject this Agreement to termination or the City unilaterally replacing the policy(s) at Contractor's sole expense, without prior notice.
11. Contractor's insurance presented in compliance with these specifications shall not include self-insured retentions or deductibles unless declared to the City and approved by the City. The City may require evidence of financial security if deductibles or self-insured retentions are part of the Contractor's liability program.
12. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement or to inform Contractor of noncompliance with any insurance requirements in no way waives any right or remedy of City or any additional insured, in this or any other regard.
13. Contractor agrees to require all subcontractors or other parties hired for this project to provide proof of insurance coverage as outlined above before work is performed by said subcontractors or other parties pursuant to the Agreement. Contractor agrees to obtain

certificates evidencing such coverage and to ensure that such coverage is provided as required herein. Contractor agrees to require that no contract used by any subcontractor or contracts Contractor enters into on behalf of City will reserve the right to charge back to City the cost of insurance required by this agreement. Contractor agrees that upon request all agreements with subcontractors or others with whom Contractor contracts with on behalf of City will be submitted to City for review for competency with this Agreement. Failure of City to request copies of such agreement will not impose any liability on City, or its employees, officers, officials, agents, and volunteers, nor does it waive or limit City's right to subsequently ask for the copies.

14. If Contractor is a Limited Liability Company, general liability coverage must be amended, to City's reasonable satisfaction, so that the Limited Liability Company and its Managers, Affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
15. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor or recommend the handling of any such claim or claims if they are likely to involve City.
16. It is agreed that insurance provided pursuant to these requirements will not be limited to coverage for the vicarious liability or supervisory role of any additional insured. All insurance coverage and limits provided are intended to apply to the full extent of the policies. Nothing contained in this agreement limits the application of such insurance coverage.
17. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Premium \$ _____
Premium will be based on final contract amount

**CITY OF MISSION VIEJO
FAITHFUL PERFORMANCE BOND

FOR LANDSCAPE AND FACILITY MAINTENANCE
CONTRACT AREAS 9 & 10**

THAT, WHEREAS, the City of Mission Viejo, State of California, entered into a contract dated _____, 20____, hereinafter called "Contract," with _____ (name and address of contractor), hereinafter called "Principal," for the work described as follows:

FOR LANDSCAPE AND FACILITY MAINTENANCE -CONTRACT AREAS 9 & 10

and

WHEREAS, the said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract.

NOW, THEREFORE, WE, the Principal and _____, duly authorized to transact business under the laws of the State of California, as Surety, hereinafter called "Surety," are held and firmly bound unto the City of Mission Viejo in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, said sum being not less than one hundred percent (100%) of the estimated amount payable by the said City of Mission Viejo under the terms of the Contract for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, if said Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Contract, and in any alteration thereof made as therein provided, on its part to be kept and performed, at the time and in the intent and meaning, and shall indemnify, and save and hold harmless the City of Mission Viejo, its officers, officials, employees, agents, and volunteers as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorney's fees incurred by the City of Mission Viejo in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered

FAITHFUL PERFORMANCE BOND (Page 2)

Premium \$ _____
Premium will be based on final contract amount

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named,
on _____, 20____.

(Seal)

(Seal)

SURETY:

PRINCIPAL:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Premium \$ _____
Premium will be based on final contract amount.

William P. Curley, III
City Attorney, City of Mission Viejo

Premium \$ _____
Premium will be based on final contract amount

**CITY OF MISSION VIEJO
LABOR AND MATERIAL PAYMENT BOND
FOR LANDSCAPE AND FACILITY MAINTENANCE
CONTRACT AREAS 9 & 10**

THAT, WHEREAS, the City of Mission Viejo has awarded to _____
_____ (name and address of contractor), hereinafter
called "Contractor," a contract for the work described as follows:

FOR LANDSCAPE AND FACILITY MAINTENANCE -CONTRACT AREAS 9 & 10

and

WHEREAS, said Contractor is required by the provisions of Sections 3247-3252 of the Civil Code to furnish a bond in connection with said Contract, as hereinafter set forth.

NOW, THEREFORE, WE, the undersigned Contractor as Principal, and _____
_____, duly authorized to transact business under the laws of the State of California, as Surety, hereinafter called "Surety," are held and firmly bound unto the City of Mission Viejo, California, and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforesaid Contract and referred to in Title 15 of the Civil Code, in the penal sum of _____
_____ Dollars (\$ _____), lawful money of the United States, said sum being not less than one hundred percent (100%) of the estimated amount payable by the said City of Mission Viejo under the terms of the Contract for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, if said Principal, its heirs, executors, administrators, successors and assigns, or subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work under the Contract to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Code with respect to such work or labor, as required by the provisions of Chapter 7 of Title 5 of Part 4 of Division 3 of the Civil Code, and provided that the claimant shall have complied with the provisions of said Civil Code, the Surety shall pay for the same in an amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay costs and reasonable expenses and fees, including reasonable attorneys' fees to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond, and shall also cover payment for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or his or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code.

Premium \$ _____
Premium will be based on final contract amount

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in any way affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named,
on _____, 20____

(Seal)

(Seal)

SURETY:

PRINCIPAL:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Premium \$ _____
Premium will be based on final contract amount.

William P. Curley, III
City Attorney, City of Mission Viejo

**CITY OF MISSION VIEJO
GENERAL SPECIFICATIONS**

**LANDSCAPE AND FACILITY MAINTENANCE CONTRACT
CONTRACT AREAS 9 & 10**

TERMS

The term of this agreement shall be in effect from July 1, 2023, through June 30, 2025. This contract may or may not be renewed by mutual agreement of both parties for one (1) two (2) year extension. City does not have to give reason if it elects not to renew. Prior to February 1 of the second year, contractor shall request renewal of contract. If City and contractor are unable to agree on a mutually acceptable contract, the agreement shall be terminated.

SCOPE OF WORK

The Work to be performed under the Contract is located in the **City of Mission Viejo**. The Work to be performed consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Specifications and Contract Documents for the above-stated Contract. The general items of Work to be done hereunder consist of:

1. The maintenance, inspection, and repair of Park/Facilities, Right-of-Way, Athletic Fields, Medians, Slopes, Open Spaces, and Green Belts
2. Special event labor for set up and take down during normal working hours.
3. All work to comply in every respect as called for in the Specifications.
4. The City of Mission Viejo reserves the right to perform work by others within and during the contract period.

WORK TO BE DONE

The work to be performed or executed under these Specifications consists of and includes supplying all labor, materials, and incidentals to provide landscape maintenance and open space maintenance/repair at various park sites, facilities, and public rights-of-way throughout the City of Mission Viejo.

PRESERVATION OF PROPERTY

The contractor shall exercise due care to avoid injury to existing improvements or facilities, utility facilities, adjacent property, and trees and shrubbery that are not to be removed.

All trees, shrubbery and landscaping that are not to be removed and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all highway or street facilities, and any other improvements or facilities within adjacent to the work shall be protected from injury or damage, and the contractor shall provide and install suitable safeguards to protect such objects from injury or damage.

If such objects are injured or damaged by reason of the contractor's operation, they shall be replaced or restored at the contractor's expense to a condition as good as when the contractor entered upon the work or as good as required by the Specifications, if any such objects are a part of the work being performed, within forty-eight (48) hours of notification by City representative.

ALTERATIONS AND ADDITIONS

The City may, if it deems it necessary, make alterations and modifications to the Specifications and plans for the work covering any portion thereof and ordering extra work to be done. The price to be paid for the work under such altered or modified work shall be agreed upon in writing endorsed upon the original contract and signed by the proper parties to the contract. It is expressly understood and agreed that such alterations, additions, modifications or omissions shall not in any way violate or annul the contract, and the contractor shall agree not to claim or bring suit for any damages whether for loss of profits or otherwise on account of said changes. Whenever during the progress of work any additional work or change or modification in the work contracted for is agreed upon as aforesaid, such additional work for modification shall be considered and treated as though originally contracted for and shall be subject to all the terms, conditions, and provisions of the original contract.

TEMPORARY SUSPENSION OF WORK

The City shall have the authority to suspend the work wholly or in part for such a period as it may deem necessary due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as it may deem convenient due to failure on the part of the contractor to carry out orders given or to perform any provision of the work. The contractor shall immediately obey such order and shall not resume the work until so ordered in writing by the City or the authorized representative of the City of Mission Viejo.

ASSIGNMENT OF CONTRACT

Contractor shall under no circumstances assign this contract to another party without the express written consent of the City Council.

SUSPENSION OF CONTRACT

If at any time, in the opinion of the Public Services Operations Manager, the contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with the contract as directed by the authorized representative of the City within the time specified in said notice, the Public Services Operations Manager or his designee shall have the power to suspend the operation of the contract and discontinue all work or any part thereof. Thereupon, the contractor shall discontinue such work, or such part thereof, as the City may designate; and the City may thereupon, by contract or otherwise as it may determine, complete the work or such part thereof, and charge the entire expense of so completing the work, or any part thereof, to the contractor; and for such completion the City itself or its contractors may take possession of and use, or cause to be used in the completion of the work, or any part thereof, any such materials, implements and tools of every description as may be found at the place of such work. All expenses charged under this paragraph shall be deducted and paid for the City out of any monies then due or to become due to the contractor under the contract, or any part thereof, and in such accounting the City shall **not** be held to obtain the lowest figure for the work.

In case the expenses so charged are less than a sum which would have been payable under this contract if the same had been completed by the contractor, the contractor shall be entitled to receive the difference; and in case such expenses shall exceed the amount payable under this contract, the contractor shall pay the amount of the excess to the City, upon completion of the

work, without further demand being made therefor. In determination of whether or not there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the Public Services Operations Manager shall be binding on all parties to the contract.

LEGAL OBLIGATION

Said contractor, at his own cost, expense, and risk, shall defend any and all actions, suits or other legal proceedings which may be brought or instituted against the City or its principals on any such claim or demand arising out of contractor's performance or his subcontractor's performance under this contract, and pay or satisfy any judgment that may be rendered against the City or its principals in any such action, suit or legal proceedings or result thereof. Nothing herein contained shall be construed as limiting in any way the extent to which contractor may be held responsible for payment for damages to persons or property resulting from this operation or any operations of any subcontractor under him.

PERFORMANCE AND PAYMENT BONDS

The contractor shall secure the City of Mission Viejo for the faithful performance of his duties and payment of lawful obligations under this contract by means of a Faithful Performance Bond which is one hundred (100%) of the total purchase order amount and a Labor and Materials Payment Bond which is one hundred percent (100%) of the total purchase order amount whereby the City of Mission Viejo shall be made beneficiary thereof and all costs and premiums shall be paid by contractor. Said bonds will be furnished on a year-to-year basis and shall be issued by a surety company rated Grade A or better and Class IX or better by the latest edition of Best's Key Rating Guide.

CONFERENCE AND MEETINGS

When and as directed by the representative of the City of Mission Viejo the contractor shall attend all conferences and meetings that the City deems necessary for the proper progress of work under this contract.

LOCATION OF WORK

The general locations and limits of the work will be determined by City staff according to landscape contract areas.

PERMITS AND LICENSES

The contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the contract.

PATENTS

The contractor shall assume all responsibilities arising from the use of patented materials, equipment devices or processes used on or incorporated in the work.

PUBLIC CONVENIENCE AND SAFETY

The contractor shall so conduct his operation as to cause the least possible obstruction and inconvenience to public traffic.

UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48 hours notice to the Underground Service Alert by calling 1/800/422-4133.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

Southern California Gas Company 1919 South State College Anaheim, California 92803 Brad Morrison (714) 634-3061 bmorrison@semprautilities.com	Cox Communications 29947 Avenida de las Banderas Rancho Santa Margarita, California 92688 Sina Muckenfuss (949) 546-2485 sina.muckenfuss@cox.net
AT&T California 3939 East Coronado Street 2 nd Floor Anaheim, California 92807 Valentina Gipson 714-618-9132 vk3921@att.com	City of Mission Viejo Public Services Department 27204 East La Paz Road Mission Viejo, California 92692 (949) 470-3064
Southern California Edison 14155 Bake Parkway Irvine, California 92619 Todd Tate (949) 458-4419 todd.tate@sce.com	Santa Margarita Water District 26111 Antonio Parkway Rancho Santa Margarita, California 92688 Jeff McDonnell 949-459-6504 jeffm@smwd.com
El Toro Water District 24251 Los Alisos Lake Forest, California 92630 Brian Miller 949-837-7050 x224 bmiller@etwd.com	San Diego Gas & Electric 662 Camino De Los Mares SD1421 San Clemente, CA 92673 Dolphus D. Davis 949-369-4721 dddavis@semprautilities.com
Metropolitan Water District of So. Calif. Richard Ford (714) 577-5088	Moulton-Niguel Water District 27500 La Paz Road Laguna Niguel, California 92656 Matt Crowl 949-425-3527

The California Public Utilities Commission mandates that, in the interest of public safety, mainline gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify the Southern California Gas Company's Headquarters Planning Office at (714) 369-0680, at least two (2) working days prior to the start of construction.

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from its operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities.

By submitting a bid, the Contractor acknowledges the above-referenced utility work to be done in conjunction with this project. The Contractor shall schedule its work and conduct its operations so as to permit access and time for the required utility work to be accomplished during the progress of the work.

The Contractor shall coordinate with each utility company as to the extent of required work and the time required to do so. The Contractor shall include this time in its schedule. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

CALL FOR CITY INSPECTION

Contractor shall call City of Mission Viejo Maintenance Services at 949 / 470-3095 between the hours of 7:00 a.m. and 4:00 p.m., 24 hours in advance prior to the commencement of any and all work.

SAN DIEGO REGIONAL WATER QUALITY REQUIREMENTS

The San Diego Regional Water Quality Control Board (SDRWQCB) has issued a permit, which governs storm water and non-storm water discharges resulting from municipal activities performed by or for the City of Mission Viejo (Permit No. R9-2002-0001. Copies of the Permit are available for review.)

In order to comply with the Permit requirements, the City of Mission Viejo in conjunction with the County of Orange has developed Drainage Area Management Plan (DAMP), which contains Model Maintenance Procedures with Best Management Practices (BMPs) that parties conducting the municipal activities must adhere to. These Model Maintenance Procedures apply to any party conducting municipal activities and contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality.

Work performed under this CONTRACT shall conform to the Permit requirements, the DAMP, the City's Water Quality Ordinances, the Model Maintenance Procedures, applicable BMPs, and must be performed as described within all applicable Model Maintenance Procedures. The CONTRACTOR shall fully understand the Model Maintenance Procedures and BMPs applicable to activities that are being conducted under this CONTRACT prior to conducting them and maintain copies of the applicable Model Maintenance Procedures and applicable BMPs throughout the CONTRACT duration. In addition, the CONTRACTOR shall certify that he/she has trained all of its employees about the applicable Model Maintenance Procedures and applicable BMPs.

Evaluation of activities subject to DAMP requirements performed under this CONTRACT will be conducted to verify compliance with DAMP requirements and may be required through CONTRACTOR self-evaluation as determined by the City.

Failure to implement or comply with these requirements shall result in a Performance Deficiency Deduction of \$250.00 per occurrence. Contractor is also responsible for all damages and applicable fines from other agencies that are generated as the result of the contractor's work.

FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface, or other waters will be encountered at various times during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly; and Contractor submitting a bid assumes all said risk.

The Contractor shall conduct his operations in such a manner that storm or other existing waters may proceed uninterrupted along their existing street or drainage courses. Diversions of water for short reaches to protect construction in progress will be permitted if public and/or private properties, in the opinion of the Engineer, are not subject to probability of damage. The Contractor shall obtain written permission from the applicable public agency or property owner before any diversion of water outside of public right-of-way will be permitted.

REMOVAL OF WATER

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water, nor shall water be allowed to rise over them until the concrete or mortar has set. Dewatering for the structures and pipelines shall commence when ground water is first encountered and shall be continuous until such time as water can be allowed to rise in accordance with the above paragraph. Dewatering shall be accomplished by well points or some other method which will insure a dry hole and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the Engineer.

Disposal of water from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water Quality Control Act of 1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3.

Full compensation of dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefore.

STANDARD SPECIFICATIONS

The Standard Specifications of the City are contained in the most recent edition of the Standard Specifications for Public Works Construction, 2015 Edition, including all supplements as written and promulgated by the Joint Cooperative Committee of the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications (the "Greenbook") are available from the publisher:

Building News, Incorporated
1612 South Clementine Street, Suite A
Anaheim, California 92802
(714) 517-0970

The section numbers of the City's General Provisions and Special Provisions coincide with those of the Standard Specifications for Public Works Construction. Only those sections requiring amendment or elaboration, or specifying options, are called out.

Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and perform all the work, involved in executing the contract.

RESPONSIBILITY FOR DAMAGE

The City of Mission Viejo, the City Council, or the Director of Public Services shall not be answerable or accountable, in any manner, for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either workmen or the public; for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance. The contractor shall indemnify and save harmless the City of Mission Viejo, the City Council, and the Director of Public Services from any suits, claims or actions brought by a person or persons for or on account of any injuries or damage sustained in or arising from the work or in consequence thereof. The City may retain as much of the money due the contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforementioned.

NO PERSONAL INJURY

Neither the City Council, the Director of Public Services, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under this contract.

CONTRACTOR'S LICENSE

The successful bidder, prior to award of the contract by the City Council, shall present his contractor's pocket license or certificate of licensure and provide a signed statement which swears, under penalty of perjury, that the pocket license or certificate of licensure presented is his, is current and valid, and is in a classification appropriate to the work to be undertaken. Format for this statement is shown in the proposal of these Specifications. A C-27 contractor's license is required.

TERMINATIONS OF CONTRACT

The City may terminate the contract at its own discretion or when conditions encountered during the work make it impossible or impractical to proceed, or when the City is prevented from proceeding with the contract by act of God, by law, or by official action of a public authority.

LAWS TO BE OBSERVED

The contractor shall keep fully informed of state and national laws and County and municipal ordinances and regulations which in any manner affect those employed in the work of the materials, tools and equipment used in the work or in any way affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances and regulations. This compliance is to be extremely observed for safety and health obligations.

LABOR DISCRIMINATION

Attention is directed to the Labor Code which provides that no discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons and every contractor of public works violating this section is subject to all the penalties imposed for a violation of this chapter.

WORKMEN'S COMPENSATION INSURANCE

Pursuant to the requirements of Section 1860 of the Labor Code (Chapter 1000, Statutes of 1965), contractor shall take out and maintain during the life of this contract workmen's compensation insurance for all his employees employed at the sites, and if any work is sublet, contractor shall require subcontractor similarly to provide workmen's compensation insurance for all of the latter's

employees. Contractor indemnifies City for any damage resulting to it from failure of either contractor or any subcontractor to take out or maintain such insurance.

WAGE RATES AND LABOR CODE REQUIREMENTS

Wage Rates

In conformance with the State of California Government Code Chapter 13, Section 4590, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a State- or Federally-chartered bank as the escrow agent who shall pay such monies to the Contractor upon notification by City of Contractor's satisfactory completion of the contract. The form for this escrow agreement, as required by Public Contract Code section 22300, may be obtained from the City Attorneys' office.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprentice able occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprentice able trade and if other Contractors on the public work site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules, and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

CLAYTON ACT AND CARTWRIGHT ACT

Section 4551 of the State Government Code specifies that in executing a public works contract with the City to supply goods, services or materials, the contractor or subcontractor offers and agrees to assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. **This assignment shall become effective when the City tenders final payment to the contractor without further acknowledgement by the parties.**

SUBSTITUTION OF SECURITIES

In conformance with the State of California Government Code Chapter 13, Section 4590, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a State- or Federally-chartered bank as the escrow agent who shall pay such monies to the Contractor upon notification by City of Contractor's satisfactory completion of the contract. The form for this escrow agreement, as required by Public Contract Code section 22300, may be obtained from the City Attorneys' office.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

**CITY OF MISSION VIEJO
GENERAL REQUIREMENTS**

**LANDSCAPE AND FACILITY MAINTENANCE CONTRACT
CONTRACT AREAS 9 & 10**

4.01 EMERGENCY NUMBERS AND CALL-OUTS

The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.

1. In the event that emergency work is required, the Contractor shall notify the Public Services Operations Manager or the City's Representative by telephone in advance before any emergency work is commenced. Non-emergency maintenance work requires written approval before the work is performed.
2. In situations involving emergencies after normal work hours, the Contractor shall respond to emergency pages or calls from the city in 15 minutes and dispatch qualified personnel and equipment to reach the site within one (1) hour. Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic (barricades, delineators, and cones, etc.). When the Contractor arrives at the site, the Contractor shall set up traffic warning and control devices and any other safety devices, if deemed necessary, and proceed with remedial action after contacting the City's representative.
3. The Contractor shall supply the City with name(s) and phone number(s) of responsible person(s) representing the Contractor for 24-hour emergency response, seven (7) days per week. The Contractor shall be available via cell phone or answering service for emergency response. The above-mentioned information shall remain current at all times. Any changes shall be forwarded to the City in writing within 12 hours of any such change. Failure to maintain emergency information current shall result in a \$250 penalty for each occurrence. Failure to respond back to City representative within fifteen (15) minutes of page shall result in a \$250 fine per occurrence.

Emergency response defined:

As per Public Services Operations Manager
Public Services Supervisor (City's Representative)
By prior agreement
Public health/safety matters

Public health/safety matters include but are not limited to broken water mains, stuck valves, threat to private property resulting from the responsible Contractor's operations, fallen trees, natural disasters, etc.

4. During periods of inclement weather, (i.e., excessive rainfall), Contractor shall be responsible for de-watering tot lot areas and keeping all drainage facilities (area drains, bench drains, storm drains) clear and in operating condition.

4.01a NON-EMERGENCY CALL-OUTS

Time and materials, based on contract unit bid costs, shall be charged for payment on a separate purchase order and pre-approved by City, (i.e., trash pickup generated by special functions).

4.02 SUPERVISION AND SPECIAL SKILLS

The Contractor shall assign a supervisor as respectively indicated within the city limits of the City of Mission Viejo, working regular working hours for the duration of this Contract. He shall have a minimum of seven (7) years experience in landscape maintenance supervision. The Contractor, or his staff, should have expertise and experience in turf management, entomology, pest control, soils, fertilizers, plant identification, park facilities, and irrigation system maintenance. Supervisor shall be capable of communicating effectively both in written and spoken English and background must include experience in Public Works projects of the type found in the City of Mission Viejo. **All** supervisors and acting supervisors shall be outfitted by the Contractor with a portable personal communication device capable of transmitting and receiving phone calls from anywhere (not a calling card). **All** supervisors must be able to communicate via email and cell phones on a daily basis.

4.03 LICENSE AND PERMITS

The Contractor shall have and maintain a valid C-27 Contractor's license. All applications of chemical controls, i.e., herbicides and pesticides, shall be done in compliance with governmental requirements. Applications of such materials shall be done by personnel licensed by the State of California, Department of Food and Agriculture. Contractor will obtain any permits required by local governmental agency for the use of special chemicals.

4.04 DRESS CODE AND APPEARANCE

All Contractor's personnel shall be required to wear uniforms while working in the various contract areas. The uniforms shall be provided to present a "neat and clean appearance" of personnel at all times. Uniform shall consist of a button down, collared, short or long sleeve shirt with company name or logo and employee first name. Uniform shall be approved by the Operations Manager or his designee prior to commencement of contract. Any changes or modifications shall be made at Contractor's expense. **Safety vests are NOT considered as part of the uniform**, but shall be required in compliance with Section 4.10 of this contract. Failure to comply with this contractual requirement may result in a deduction of \$100.00 per employee per occurrence per day.

4.05 HOLD HARMLESS CLAUSE

All officers, agents, employees, subcontractors, their agents, officers, and employees who are hired by or engaged by the Contractor in the performance of this Agreement shall be deemed officers, agents, employees, and subcontractors of the Contractor and the City shall not be liable or responsible to them for anything whatsoever other than the liability to the Contractor as set forth in this Agreement.

The Contractor shall defend and hold harmless the City from all claims, lawsuits, causes of action, damages, penalties, attorney's indemnify fees, consultant's and expert's fees and costs arising directly or indirectly as a result of the Contractor's performance or nonperformance of the project, regardless whether any act or omission complained of is authorized, allowed, or prohibited by the Specifications in the Contract, except to the extent such damages or penalties arise out of or are caused by the intentional act or omission of the City, or its officers, employees or agents. Upon

demand of the City, made by and through the City Attorney, the Contractor shall appear in and defend the City and its officers, employees, and agents in any legal action, whether judicial, administrative or otherwise arising out of the performance or nonperformance of the project.

4.06 SPECIAL REQUESTS

The Contractor may be requested by the City's Representative or Public Services Operations Manager to perform special tasks, which are above his normal scheduled work (i.e., citizen action requests, coordination with utility locations or special work orders relative to City functions). It is intended that the Specifications are indicative of the work to be anticipated by the Contractor and will allow for reasonable additional work at no additional cost to the City which is considered normal maintenance to meet the objectives and criteria.

4.07 PROJECT INSPECTIONS

Upon request, the Contractor or his representative will walk the project with the City representative for the purpose of determining compliance with the Specifications or to discuss required work. Contractor representative must be authorized to sign documents and effect changes to the job. Typically, the inspections are weekly and require the presence of, at a minimum, the supervisor and foreman.

4.08 SAFETY

Contractor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (CalOSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), State of California Manual of Traffic Controls, California Department of Food and Agriculture (CDFA) Laws and Regulations, and any other applicable governmental law or City risk management standards. Non-Compliance with previously mentioned standards and regulations will result in a deficiency of performance deduction.

4.09 TRAFFIC CONTROL

The Contractor shall notify local authorities of this intent to begin work at least five (5) days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of vehicles. The Contractor shall obtain an encroachment permit, if required, for any partial or complete lane closure.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossings through the construction area (State of California Traffic Manual or WATCH Book). Lighted sign or arrow board will be required as needed.

4.10 THE CITY'S RIGHT TO DO WORK

The City reserves the right to do work as required within the contract area. If such alterations affect the provision of this agreement, the Contractor will be asked to submit a cost as a result of the alterations.

4.11 **COOPERATION/COLLATERAL WORK**

- A. The Contractor shall recognize that during the course of the contract other activities and operations will be conducted by the City and other contractors. These activities will include but are not limited to: landscape refurbishment, irrigation system modification or repair, construction, and storm related operations.
- B. The Contractor may be required to modify or curtail certain operations and shall promptly comply with any request by the City Representative to cooperate.

4.12 **TERMINATION**

- A. The Contract shall remain in full force and effect for a minimum period of one (2) year term from the date of written notice to proceed, unless terminated by either party. Optional time extensions shall remain in full force and effect for the minimum period stated in the Contract Agreement.
- B. The Contract may be terminated by either party for any reason upon ninety (90) days written notice; except that if the Contractor should neglect or refuse or fail for any reason to perform the work as specified herein, the City may terminate the Contract for non-performance with five (5) days written notice.

4.13 **NONPERFORMANCE**

- A. If the Director of Public Services does not approve of the performance of the Contractor, he may require a formal written report from the Contractor. Based upon the formal written report and such other facts the Director may gather, he may determine that the Contractor has not performed the work satisfactorily under the provision of this contract, and the Contractor may not be paid for the period of "noncompliance." This pro-rate for each such day shall be based on the total contract amount for labor divided by the working days available.
- B. In case of termination by the City for nonperformance, the City may contract or cause to be done any work not completed at the time of the termination, and the Contractor shall pay for such work.
- C. If a noncredit status is imposed due to the Contractor's non-performance and/or noncompliance to the specifications and requirements and provisions contained herein or any other work applicable under this contract, it is agreed that the City withhold payment or partial payment of any and all invoices submitted by the Contractor for such period. This provision shall have no effect on any other rights the City may have under this contract.

4.14 **NOTICE REQUIREMENTS**

Notice shall be deemed to have been given by either party by posting of a registered letter, E-mail, or the sending of a telegram to the business address of the other party.

4.15 **PROTECTION OF PROPERTY DURING INCLEMENT WEATHER**

- A. During periods of storms, the Contractor will provide supervisory inspection of the project during regular working hours and after normal working hours as required, to prevent or

minimize possible damage from inclement weather. The Contractor shall submit a report identifying any storm damage to the City's representative attached to a site map identifying location of damage and cost estimate to repair/replace. If remedial work is required beyond the scope of this contract, it shall be paid for as extra work.

- B. It is the Contractor's responsibility for removing debris accumulated by high winds or other typical or non-typical environmental conditions. Contractor shall be responsible for the removal of minor silt and debris from athletic fields, V-ditches, adjacent inverts, slopes and storm drains, or any other unforeseen non-typical environmental conditions.

4.16 PROTECTION OF EXISTING FACILITIES AND STRUCTURES

The Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities both above surface and underground on the City's property. Any damage to City property deemed to be caused by the Contractor's neglect shall be corrected or paid for by the Contractor at no cost to the City.

If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any underground systems, i.e., utility lines. This does not release the Contractor of the responsibility for taking reasonable precaution when working in these areas. Any damage or problems shall be reported immediately to the City.

4.17 CITY LIAISON

The City representative and the Contractor's representative will meet on a weekly basis. The purpose of this meeting will be to discuss specific project problems. More frequent contact will be required between the City Representative and the Contractor's representative separately from these meetings.

4.18 METHOD OF PAYMENT

The Contractor shall present, for the previous month, monthly invoices for contracted monthly amount. Included with monthly billing; "monthly reports" form from project specifications, will be the work functions accomplished during that period, other than what is indicated on the Maintenance Schedule (i.e., fertilization, pest control, etc.).

Send monthly invoices to: City of Mission Viejo
Public Services Operations Manager
200 Civic Center
Mission Viejo, California 92691

The monthly proposal amount is the amount set forth in Proposal form submitted.

4.19 WORK NOT INCLUDED

Water and electrical billings, except in instances where excessive costs are incurred by the City due to water waste or negligence by the Contractor, are not included within this contract. If the Public Services Operations Manager, based upon all the facts he may gather, determines that excessive utility costs have occurred, the City may withhold from the payment to Contractor those funds necessary to reimburse the City for these additional costs.

4.20 SOIL AND PLANT TESTING

The City will make soil or plant tests of selected areas for soil fertility, salt build-up, pathological organisms, percolation tests, etc. Contractor may be required to pay costs of tests if negative results are related to incorrect maintenance practices. These tests will be used to determine whether additional treatments are required. Tests are to be made by the City Representative. Payment shall be in accordance with Unit Work Costs.

4.21 CONTRACTOR NEGLECT

Any damage to the City's property which has been determined to be due to the Contractor's neglect shall be corrected at no additional cost to the City. Loss of plant material due to improper care is also included (see Section 3.18).

4.22 SCHEDULING OF OPERATIONS

Normal work hours are from 7:00 a.m. to 4:00 p.m., Monday through Friday. The Contractor shall perform his work at such times as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. Examples of this would be early morning mowing or irrigation checks, daily detail work around public buildings, median island work between 9:00 a.m. – 3:30 p.m., etc. The Contractor shall submit a weekly Maintenance Schedule describing maintenance operations and when work and applications of chemicals/fertilizers will be accomplished. Schedule shall be submitted prior to starting any maintenance operations, for review, comment, and approval. All forms and schedules shall be of a format supplied by, or approved by the City.

4.23 SPECIFICATIONS AND PLANS

The work performed shall be done in accordance with the Standard Specifications for Public Works Construction, latest Edition, and the City of Mission Viejo Guidelines and Specifications for Landscape Development.

In case of conflict between all the aforementioned Specification in previous paragraph and this Specification, this Specification shall take precedence over and be used in lieu of such conflicting portions.

Where the plans or specifications describe portions of work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and workmanship of the first quality is to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals and do all the work involved in executing the contract.

4.24 EQUAL OPPORTUNITY CLAUSE

Contractor shall not discriminate in this recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Agreement and shall comply with the provisions of the State Fair Employment Practices Act as set forth in part 4.5 of the Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, as set forth in Public law 88-352, and all amendments thereto; Executive Order No. 11246; and all administrative rules and regulations issued pursuant to such acts and order.

4.26 SOUND CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

4.27 CONSTRUCTION/MAINTENANCE EQUIPMENT/VEHICLES

The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment. **All equipment deemed by City Representative or Public Services Operations Manager to be unsafe, in disrepair or unsatisfactory shall be repaired or replaced immediately.** All vehicles shall have the contractor's name with an approved City service statement clearly visible. An example of an approved statement would be:

"X.Y.Z. Contracting, Inc.
Serving the City of Mission Viejo"

4.28 COMMENCEMENT DATE

The Contractor shall begin work within five (5) working days from the date the City sends written notice to begin work. The date of the written notice shall be the first day of the twelve (12) month maintenance contract.

4.29 AWARD OF CONTRACT

The award of the contract, if it is awarded, will be to the lowest responsible firm whose proposal complies with all the requirements described. All proposals will be compared on the basis of the criteria listed in IB Section 14, Award of Contract.

4.30 CONTRACT BONDS

The Contractor shall furnish two (2) good and sufficient bonds. Each of the said bonds shall be executed in the sum equal to: one hundred percent (100%) of the contract price for the Payment Bond (material and labor) and one hundred percent (100%) of the contract price for the Faithful Performance Bond. One of the said bonds shall guarantee the Faithful Performance of the said Contract by the Contractor; and the other of the said bonds shall secure the payments of claims for labor and material; both as required by the State Contract Act, Sections 14371 through 14375, inclusive. Form of bond required may be examined at the Office of the Director of Public Works. Although bonds are written on the basis of annual cost, the term of the bond shall extend throughout the entire duration of the contract and shall remain in effect for at least six (6) months after final acceptance and release of the Contractor.

4.31 EXECUTION OF CONTRACT

The contract shall be signed by the successful Contractor, and returned, together with the contract bonds, within ten (10) days, not including Sundays, after the firm has received notice that the

contract has been awarded. No proposal shall be considered binding upon the City until the execution of the Contract.

Failure to execute a contract and file acceptable bonds as provided herein within ten (10) days, not including Sundays, after the firm has received notice that the contract has been awarded to him, shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee.

The Contractor shall begin work within five (5) working days from the date the City sends written notice to begin work. The date of the written notice shall be the first day of the twelve (12) month maintenance contract.

The award of the contract, if it is awarded, will be to the lowest responsible firm whose proposal complies with all the requirements described. All proposals will be compared on the basis of the City's estimate of quantities of work to be done. The lowest qualified or responsible firm will be determined by the Public Services Operations Manager.

4.32 RETURN OF PROPOSER'S GUARANTEES

Within ten (10) days after the award of the contract, the City Clerk will return the proposal guarantee accompanying the proposals which are not to be further considered in making the award. All other proposal guarantees will be held until the contract has been finally executed, after which all proposal guarantees, except those forfeited, will be returned to the respective Contractors whose proposals they accompany.

4.34 ADDITIONS/DELETIONS TO CITY LANDSCAPE AREAS

Changes in the areas to be maintained may be made as the City accepts new areas and/or relinquishes currently maintained areas. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change.

4.35 ADDITIONS/DELETIONS TO CITY GENERAL MAINTENANCE SPECIFICATIONS

The City reserves the right to make additions, deletions, revisions, and/or otherwise modify the General Landscape Maintenance Specifications.

Any changes in the specification that causes the Contractor to suffer additional expenses may be negotiated upon written justification.

4.36 NONDISCRIMINATION

In the performance of the terms of this Agreement, Contractor shall not engage in, nor permit others he may employ to engage in, discrimination in the employment of persons because of race, color, national origin or ancestry, or religion of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

4.37 ADMINISTRATION

A. Periodic Services

1. The Periodic Services (Section PS), which is provided in these documents, indicates the time frames when items of work shall be accomplished.
2. The Contractor shall submit revised schedules when actual performance differs substantially from planned performance.

B. Reports and Schedules

1. The report and schedule forms, provided herein, indicate the major items of work and further delineate the time frames for accomplishment.
2. The Contractor shall provide and complete a schedule for each item of work and each area of work.
3. The initial schedule shall be submitted on or by the effective date of the contract. Thereafter it shall be submitted on the day agreed upon by the Contractor and the City Representative.
4. Failure to supply the weekly schedule shall result in the deduction and forfeit of Two Hundred Fifty Dollars (\$250) from payments to the Contractor for every calendar day the reports or schedules are not received.
5. Changes to the schedule shall be received by the Inspector at least twenty-four (24) hours prior to the scheduled time for the work.
6. Failure to notify of a change and/or failure to perform an item of work on a scheduled day will result in deduction of payment for that date or work even though the work is performed on a subsequent day.
7. The Contractor shall adjust his schedule to compensate for all City observed holidays.

C. Performance During Inclement Weather

1. During the periods when inclement weather hinders normal operations, the Contractor shall adjust his work force in order to accomplish those activities that are not affected by weather.
2. The prime factors in assigning work shall be the safety of the work force and damage to landscaping, in that order.
3. Failure to adjust the work force to show good progress on the work may result in deduction of payments.
4. During periods of inclement weather, (i.e., excessive rainfall), Contractor shall be responsible for immediately removing water from all tot lot areas and area drains, the removal of minor silt and debris from sports fields and perimeter area, and keeping all drainage facilities clear including curbs, gutters, and sidewalks free of debris and in operating condition.
5. During periods of inclement weather and seasonal storms, it may be necessary for the contractor's labor forces and equipment to be reassigned to address public safety issues citywide. This activity will include but not be limited to the following: Clearing storm drains, collecting debris in roadways, removal of vegetation in the

public right of ways, removal of silt and mud in roadways, and responding to emergency requests from city staff. There will be no extra work charges for these efforts during normal working hours. The contractor will be compensated at contract unit prices when this activity occurs **after normal working hours**.

D. **Performance On Schedule**

1. All work shall be completed on the day scheduled (as shown on the schedule). All schedules shall be pre-approved by City Representative or the Public Services Operations Manager.
2. Failure to complete the work as scheduled or as specified herein will result in the following actions:
 - a. The sum of Two Hundred Fifty Dollars (\$250) per day will be deducted and forfeit from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or specifications.
 - b. **Deficiencies:** an additional amount equal to the costs incurred by completion of the work by an alternate source whether it be City forces or separate private contractor even if it exceeds the contract unit price will be deducted.
 - c. These actions shall not be construed as penalty but as adjustment of payment to the Contractor for only the work actually performed or as the cost to the City for inspection and other related costs from the failure by the Contractor to complete the work according to schedule.

E. **Deficient Performance**

1. The Contractor shall be notified verbally or in writing each time performance is unsatisfactory and corrective action is necessary.
2. The Contractor shall complete corrective action within the following time frames subsequent to verbal notification:
 - a. Major irrigation within twelve (12) hours.
 - b. Public Health and Safety issues (Risk Management) shall be corrected immediately upon notification from the City Representative.
 - c. Failure to comply with, City defined, minimum manpower requirements will result in the immediate deficiency deduction of Two Hundred Dollars (\$200) per person, per day.
 - d. Failure to provide adequate manpower and equipment resources in compliance with City Specifications, and as directed by the City Representative will result in a deficiency deduction of up to Two Hundred Fifty Dollars (\$250) per day, per instance.

3. Failure to correct the deficiency within the time specified shall result in the deduction of payment as provided on Payment Deduction Schedule.
4. Failure to comply with conditions, specifications, schedules and directives from the City Representative or Public Services Operations Manager, will result in a deficiency deduction of Two Hundred Fifty Dollars (\$250) per instance.
5. Failure to mow, edge, sweep, pick-up trash/debris, rototill tot lots, apply chemicals, and prune in an approved, professional manner.
6. Failure to comply with water restrictions imposed by Local Water Authorities will result in a deficiency deduction of Two Hundred Fifty Dollar (\$250) per occurrence. In addition, the Contractor shall be responsible for all other imposed penalties by Water Authorities which are relative to Contractor neglect.
7. Failure to return page/cell call of City personnel in an after-hours within fifteen (15) minutes and/or respond to any after-hours emergency in the field within one (1) hour, will result in a \$250 deficiency per occurrence.
8. Failure to respond to a page/cell call during working hours within emergency fifteen (15) minutes will result in a \$250 deficiency per occurrence.
9. Failure to comply with the Regional Water Quality Board (NPDES) restrictions/ guidelines imposed by Local Water Authorities will result in a deficiency deduction of Two Hundred Fifty Dollars (\$250) per occurrence. In addition, the Contractor shall be responsible for all other imposed penalties by Water Authorities that are relative to Contractor neglect.
10. Failure to submit weekly irrigation tracking sheets, Pest and Fertilizer Reports, weekly punch list items, and landfill diversion reports will result in a deficiency deduction of Two Hundred Fifty Dollars (\$250.00) per occurrence.

**CITY OF MISSION VIEJO
SPECIAL PROVISIONS**

**LANDSCAPE AREA AND FACILITY
MAINTENANCE CONTRACT AREA 9 & 10**

5.01 SCOPE OF WORK

This specification establishes the standard for the maintenance of the landscaped areas and open spaces for the City of Mission Viejo.

The quality of landscape maintenance will continue to be evaluated for satisfactory progress acceptance of this project. The Contractor's prime responsibility will be to integrate innovative and progressive elements of high landscape maintenance standards and the objectives as set forth in this specification.

The Contractor shall furnish all labor, equipment, materials, tools, services, incidentals, and special skills required to perform the landscape maintenance as set forth in this specification and in keeping with the highest standards of quality and performance, as well as safe work practices and traffic controls.

Maintenance of the landscape shall include but not be limited to mowing, trimming, pruning, fertilization, aeration, weed control (both in hardscape and landscaped areas), cultivation, pest control, tree surgery, de-thatching, plant replacements, renovation, and cleanup of drainage facilities. It is the intent to schedule maintenance to keep the site in a state of healthy vigorous growth.

Irrigation maintenance shall include operation of the systems, including computerized central irrigation, adjustments, repairs, modifications, improvements, testing, analysis, and other work as needed.

The Contractor will submit a Maintenance Schedule to the City, scheduling the maintenance operations which includes, but is not limited to: tree pruning, aeration, thatching, insecticide/herbicide application, and application of all fertilization of trees, shrubs, ground cover and turf, mowing, trash removal, sports fields daily maintenance.

5.02 TREES

A. General

1. Trees shall be pruned as required to remove broken, crowded, dead, hazardous or diseased branches, or for safety. It shall be the Contractor's prime responsibility related to pruning to conduct a pruning program that will ultimately develop proper tree scaffolding, strength, and appearance consistent with the I.S.A. Standards. Before any work commences, the Contractor will prune one typical tree of each different species scheduled for pruning as an example for City Representative's approval. All major pruning operations shall be scheduled and approved by the City Representative before work begins.

2. Trees that are included in routine maintenance:
 - a. Trees with spreads of less than twenty feet (20') and up to twenty-five feet (25') in height are to be trimmed by Contractor (Case One).
 - b. Trees with spreads over twenty feet (20') and up to eighteen feet (18') in height shall be trimmed by Contractor (Case Two).
 - c. In all cases of height dispute, D.S.H., diameter at shoulder height, shall be used to determine Contractor tree trimming obligations.

Case One: Maximum D.S.H. that constitutes Contractor responsibility 10".
See "a" above.

Case Two: Maximum D.S.H. that constitutes Contractor responsibility 8½".
See "b" above.
3. Tree stakes, ties, and guys shall be checked and corrected as needed. Ties will be adjusted to prevent girdling. Remove unneeded stakes, ties, and guys as per City's request. Replace broken stakes as required.
4. Topping trees will **not** be allowed. Pruning shall be done by those experienced and skilled in pruning techniques. All cuts shall be done using proper horticultural practices. Dressing wounds will not be allowed when pruning palm trees, equipment shall be disinfected before and after trimming each tree prior to progressing to the next tree.
5. Prune trees along sidewalks to allow ten-foot (10') clearance for pedestrians and fifteen feet (15') above road surface for vehicular traffic clearance. This would include private trees and/or shrubs or vines encroaching onto City sidewalks or streets.
6. Perform minor tree surgery as required.
7. Ailing or stunted trees which fail to meet expected growth expectations shall be brought to the attention of the City Representative.
8. Under no circumstances will stripping of lower branches (raising up) of young trees be permitted. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper-retained growth (tapered trunk). If there are doubts or questions, contact the City Representative.

Lower branches can be cut flush with trunk only after tree is able to stand erect without staking or other support.
9. The Contractor shall strictly adhere to the International Society of Arboriculture (ISA) Tree Pruning Guidelines, latest edition.
10. Trees damaged by contractor's operation ie; mowers, string trimmers, etc. shall be replaced immediately at contractor's expense.

5.03 **SHRUBS**

A. **General**

1. Shrubs shall be pruned as required for safety, removal of broken or diseased branches, general containment, or appearance.
2. Prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use. Coordinate with City Representative.
3. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.
4. Remove any spent blossoms or dead flower stalks as required to present a neat clean appearance.
5. Shrubs and mounding shall not exceed two feet (2') in height within areas required for vehicular sight distance depending upon roadway topography.

5.04 **VINES**

A. **General**

1. Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.
2. Do not use nails to secure vines on masonry walls.
3. Deep water vines in pockets not provided with sprinklers as required to promote optimum growth.
4. Pruning of vines will be in accordance with good horticultural practices.

5.05 **GROUND COVER**

A. **General**

1. Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance.
2. Mulch all planters, medians, three foot radius around trees in turfgrass, fence lines, parkways, slope areas planted with Ornamental Grasses, Roses, Daylily's, Lantana ground cover and 15 feet back of sidewalk on City slopes, (2) two times per year with city of Mission Viejo approved mulch. All drip tubing must be covered with mulch at all times so as not to be seen. **All mulch must be approved by the US Composting Council's Seal of Testing Assurance Program, (STA). Certification shall accompany product when delivered to site.** All Approved mulch is available for purchase at:

Forest Floor 0-4

3"-4" Screened Mulch

Aguinaga Green
27910 Baker Canyon
Silverado, CA 92676
949-786-9558

OR

R&S Soil Products Inc
1 Magazine Road
Irvine, CA 92618
949-830-8882

Alternate products and sources must be pre-approved for consideration.

3. Cultivate and/or apply approved herbicide to remove broad-leafed and grass weeds as required. Weeds shall be controlled and not allowed to reach an objectionable height. The City Representative shall be responsible for determining objectionable height. Remove weeds by chemical or mechanical means as approved by the City Representative. (See Appendix Section for IPM Guidelines)
4. Prevent soil compaction by cultivating regularly all ground cover areas.
5. Any paper or litter that accumulates in ground cover areas shall be picked up daily including at all City facilities and public right-of-way arterials.
6. Keep ground cover trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground covers to grow up trees, into shrubs, or on structures or walls. Keep trimmed back approximately four inches (4") from structure or walls. Coordinate trimming around base of shrubs/trees with the City Representative.
7. Bare soil areas shall be cultivated a minimum of once per month.

5.06

PEST CONTROL OF PLANT MATERIAL **(See Appendix Section for IPM Guidelines)**

A. **General**

1. The Contractor shall provide complete and continuous control and/or eradication of all plant pests or diseases. The Contractor shall obtain any necessary permits to comply with City, County, State, or Federal regulations or laws.
2. Contractor will assume responsibility and liability for the use of all chemical controls. Pests and diseases to include, but not limited to, all insects, aphids, mites, other invertebrates, pathogens, and nematodes. Controls to include necessary use of integrated pest control systems involving the use of life history information and extensive monitoring. Control through prevention, cultural practices, pesticide applications, exclusion, natural enemies, biological control and host resistance.
3. All material use shall be in strict accordance and applied within the most current EPA regulations and the California Food and Agricultural Code.
4. City shall be notified prior to the application of pesticides and other chemicals. Pesticide applications shall be recorded on the Maintenance Schedule and coordinated with City Representative. Material use reports for all pesticides shall

be filed with the City no later than the **10th of every month** for the preceding month.

5. The contractor shall maintain accurate pesticide use records at all times. Recording forms are to be provided by the city for this purpose. Sample forms are included in these specifications. Records shall be submitted to the city upon request

Application of Pesticides: (See Appendix Section for IPM Guidelines)

- a. **Timing:** Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning application shall be used when possible to avoid contamination from draft. Applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas.

Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which each area is capable of receiving without excessive runoff.

- b. **Handling of Pesticides:** Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the State of California Food and Agricultural Code or EPA regulations.
- c. **Equipment and Methods:** Spray equipment shall be in good operating condition, quality, and design to efficiently apply materials to the target area. Drift will be minimized by avoiding high-pressure applications, windy conditions, and using water-soluble drift agents.
- d. **Selection of Materials:** Pesticides shall be selected from those materials that characteristically have the lowest residual persistence. Use of emulsifiable concentrates shall be used when possible to limit windblown particles. The use of adjuvant will be to increase pesticide efficiency thereby reducing the total amount of technical material required to gain control.
- e. **Substitutions:** Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City Representative.
- f. **Certification of Materials:** All materials shall be delivered on the site in original unopened containers. Materials shall be subject to inspection by the City Representative.

6. All areas of the landscapes and facilities (including snack bar and restroom extensions) shall be inspected for infestations of harmful pests such as ants, insects, mites, snails, sow bugs, etc. Plants shall be observed closely for leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, or wilted.
7. Identify the cause of injury and consult a Licensed Pest Control Advisor before application of chemical treatments.
 - a. The State of California Agricultural Code requires that toxic pest control chemicals may be used only after a written recommendation by a State of California licensed Pest Control Advisor is obtained. A recommendation consists of all the applicator should know for an accurate and safe usage. The recommendation must be time and site specific.
 - b. Application of all pesticides shall be only by a properly State Licensed Pest Control Operator and a Qualified Applicator (QAL) of Pesticides.
 - c. There shall be no application of a pesticide without written permission of the City.
 - d. In case a Restricted Use Pesticide is recommended, the City must have a use permit issued only by the County of Orange Agricultural Commissioner.
8. Start preventative cultural methods before a pest is visible. At certain times of the year, and with certain environmental conditions, the presence of certain pests can be anticipated. Look at new growth for the presence of aphids, leafhoppers, scale, mealy bugs, mites, etc. Use a 10-power magnifying glass to see mites. Look for ants on soil, along walks, and trunks of shrubs and trees.
 - a. When ants are present, there will be sucking insects. Control of ants will aid in the control of plant feeding insects. Do not use toxic pesticides to control pests when predatory or parasitic insects are present.
9. Dusty foliage and warm temperatures are indicators of mites. So long as foliage is washed, mite populations are low. Keep mite populations low to prevent plant injury.
 - a. Conifers are especially susceptible and often killed by mites.
10. Bark beetles feed in the cambium of scaffold branches and trunks. Older and weaker trees are the first to be infested. Any cause of stress is cause to inspect trees. Elms, pines, and Eucalyptus are most susceptible. Look for ants on the ground or in crotches of branches. Also, there may be branches dying.
 - a. Control adult beetles before they lay eggs on bark in the spring. All trees near one infested the previous year should be sprayed in March and again in May. Ongoing inspections are necessary to determine if there is a summer brood.

11. Snails shall be controlled before becoming epidemic. They can be anticipated as a menace from spring until the advent of high temperatures, wherever moist soil prevails.
 - a. Control with weekly applications of toxic bait until the youngest brood is gone. The City will not tolerate epidemics of snails. An alternative method of control is the application of the Decollate Snail if applicable.
12. Pruning is an effective prevention of an epidemic of insects and diseases. Pruning away infected parts and disposing of them off site separates the pest or pathogen from the host. Examples are Pine tree tip moth, Juniper twig girdler, Verticillium wilt, fire blight, and some other blights of foliage.
 - a. Thinning of tree foliage, to provide light and aeration for groundcover, is a type of disease prevention.
 - b. Use care when pruning not to spread disease by keeping all cutting edges sterile by dipping in an alcohol or bleach solution after each cut.
13. **Weeds must be removed upon appearance.** Selective post emergence herbicides, organic and/or synthetic, shall be used to kill weeds without permanent injury to other plants. Do not proceed with a treatment except as recommended by a Licensed Pest Control Advisor in writing. (See Appendix Section for IPM Guidelines)
 - a. All creeping grasses as well as broadleaf weeds, shall be kept out of shrubs and groundcovers.
 - b. Broadleaf weeds in turf shall be removed selectively, without injury to the lawn grass other than slight, temporary discoloration.
 - c. Grass weeds in lawns shall be controlled with selective post-emergence herbicides. See Seasonal Work for pre-emergence herbicide controls of weedy grass seeds; i.e., crabgrass and dallisgrass.
14. Weeds not killed with pesticide application shall be removed manually. However, manual weed control shall not be substituted for herbicide applications.
15. Turf and other plants killed by weeds, chemicals, etc., shall be replaced at the Contractor's expense. All replacements must be made within fourteen (14) days after receiving notice from the City.

5.07 DRAINAGE FACILITIES

The Contractor shall be responsible for continual inspection of surface drains (i.e., bench drains, flow structures), located within the landscaped areas. Surface drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Remove any debris or vegetation that might accumulate to prevent proper flow of water.

The contractor shall be responsible for the cities Drainage Area Management Plan (DAMP), which contains Model Maintenance Procedures with Best Management Practices (BMP's) that

parties conducting the municipal activities must adhere to. These Model Maintenance Procedures apply to any party conducting municipal activities and contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. **All drains to be covered during granular applications of fertilizer and herbicides. Covers to be removed after application and material reclaimed.**

5.08 FERTILIZATION

- A. **Scheduling:** Fertilization will be applied in accordance with FERTILIZER SCHEDULE A, or as otherwise directed by the City Representative. All applications shall be recorded and specifically identified on the Landscape Maintenance Report indicating the fertilizer used and frequency applied and the landscape material applied to (i.e., turf, trees, shrubs, ground cover, etc.).
- B. **General:** Fertilizers shall be dry, pelletized formulation. Application shall be in accordance with manufacturer specifications.
- C. **Method of Application:** In making application of fertilizer granules, precautions shall be taken to contain these materials in the planting areas. Caution should be used when using a cyclone spreader, which tends to throw material onto paved areas. The use of constant flow P.T.O. driven spreaders will keep materials contained in planting areas, eliminating sidewalk stains. The Contractor will be responsible for removing all fertilizer stains from concrete caused by his application. Fertilizer shall be applied at manufacturer's recommended rate. **All drains shall be covered to prevent the broadcast of fertilizer entering storm drains. Covers shall be removed after broadcast and excess fertilizer collected.**
- D. **Timing of Application:** When climatic factors cause problems of the general use of fertilizers, an adjustment of the fertilizer schedule may be necessary. After fertilizer application, monitor watering schedule to eliminate runoff or leaching of fertilizer materials.
- E. **Trees and Shrubs:** Fertilizers, pre-approved by the City Representative, shall be applied to trees and shrubs that require supplemental feeding. Annual spring feeding shall be done in accordance with the rate indicated by the manufacturer. Fertilization may require deep root feeding. Foliar micronutrient applications will be required as needed.

5.09 PLANT ADDITIONS AND/OR REPLACEMENTS

As part of this agreement, the Contractor may be requested to replace damaged or destroyed trees, shrubs, vines, ground cover, or flowers. Such work will be paid for as unit costs by the contract unless otherwise specified within these Specifications. Exceptions will be replacements due to Contractor's neglect. This will be determined by the City Representative.

5.10 CLEAN-UP

- A. At no time will it be allowed to blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean. Debris generated from adjacent maintained landscape areas shall be the responsibility of the contractor to remove, (i.e., sidewalks, streets, gutters).

- B. Contractor shall remove all debris resulting from the maintenance operations and dispose of it off-site at the time of occurrence. All grass clippings shall be picked up after each mowing or trimming operation.
- C. All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the workday. All municipal Green Waste generated from Contractors' operations shall be diverted from County landfill to an approved reclamation site and processed for recycling (see Section 5.18).
- D. All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot traffic. Tracking of grass clippings, mud, pet waste or any other debris onto sidewalks will be pressure washed or removed by contractor. Failure to clean walkways will result in a Performance Deficiency of \$250 per day per site.
- E. All shrub areas not inter-planted with ground cover will be raked clean weekly unless otherwise directed by the City Representative.
- F. **The Contractor shall provide a general clean-up operator on a daily basis** for the purpose of picking up papers, trash or debris which may accumulate in the landscape areas, around public facilities, and sidewalk areas adjacent to any landscape areas and open spaces, caused by winds or normal conditions and replacing all liners in waste receptacles.
- G. Dog Waste dispensers are to be serviced by the contractor daily or as needed. Doggie bags are to be supplied at the Contractor's expense. Dog Waste bags are to be scented and biodegradable. Approved bags are available from:

Doggie Walk Bags, Inc.
 Attn: Brenda Rich
 1005 Brioso Drive
 Costa Mesa, CA 92627 Telephone (949) 200-1148

5.11 IRRIGATION

A. General

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

B. Reports

See Reports and Schedules in these Specifications.

C. Irrigation/Operation and Maintenance

All turf areas shall be irrigated as required to maintain adequate growth and appearance. Irrigation shall be accomplished in accordance with current local Water Authority guidelines and/or the following time frames:

- | | | |
|----|-------------------------|------------------------|
| 1. | Parks (Sunday-Thursday) | 10:00 p.m. - 7:00 a.m. |
| 2. | Medians | 11:00 p.m. - 7:00 a.m. |
| 3. | Manual Irrigation | 7:00 a.m. - 3:00 p.m. |
| 4. | Slopes | 10:00 p.m. - 7:00 a.m. |

Irrigation maintenance shall include but not be limited to operation of the system, adjustments, repairs, modifications, and improvements, testing analysis, "handsets" and other work as required. Flood irrigating will not be allowed.

D. Operation/Repair

1. The entire irrigation system to include all components from connection at meters shall be maintained in an operational state at all times. This coverage shall include but not limited to the following: all controllers and remote control valves, gate valves and backflow devices. Contractor responsibility for main lines shall consist of continual monitoring and any necessary repairs. Contractor is required to notify Parks and Landscape Inspector of main line failures within twenty-four (24) hours of occurrence.
2. All irrigation systems shall be tested and inspected a minimum of once per week and a written tracking report (see page Irrigation-25) submitted weekly in accordance with the schedule submitted at the start of the contract showing the location, day of week and time of day that each system will be tested. Any changes shall be submitted for approval prior to enactment.
3. All systems shall be adjusted in order to:
 - a. Provide adequate coverage of all landscape areas.
 - b. Prevent excessive runoff and/or erosion.
 - c. Prevent watering roadways, facilities such as tennis, basketball or handball courts, walkways, trails, fences and private property.
 - d. Match precipitation rates.
 - e. Limit hazardous conditions.
 - f. Prevent "flood irrigation," over irrigating one area to account for coverage deficiency in another area.
4. All system malfunctions, damage, and obstructions shall be recorded and timely corrective action taken.
5. In addition to weekly testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported, daily if necessary.

- a. Repair malfunctioning controllers, quick couplers, manual or automatic valves and sprinkler heads within twelve (12) hours of receipt of verbal or written notice.
- b. Correct deficient irrigation systems and equipment as necessary following verbal notification from the City Representative.

The Contractor shall turn off irrigation system immediately **as directed** during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices. **This is to include weekend and holidays when inclement weather is current or predicted.**

- c. Once the City Representative acknowledges the necessity to turn on the water once again, all controllers shall be activated within twelve (12) hours.
6. The entire irrigation system to include all components from connection at meters shall be maintained in an operational state at all times. This coverage applies to all controllers and remote control valves, gate valves and backflow devices, main and lateral lines, sprinkler heads, moisture-sensing devices, and all related equipment.
 7. Contractor shall provide personnel fully trained in all phases of landscaping and irrigation systems operation, maintenance, adjustment, and repair; in all types of components to include irrigation control clocks, valves and sprinkler heads; and with all brands and models of irrigation equipment. All irrigation specialists shall be certified by the Irrigation Association (IA) as a Certified Irrigation Auditor and Rainbird Maxi-com certified (see Section 5.11,E).
 8. All irrigation systems shall be tested and inspected a minimum of **once per week** in accordance with the following:
 - a. A schedule shall be submitted at the start of the contract showing the location, day of week and time of day that each system will be tested. Any changes shall be submitted for approval prior to enactment.
 9. Adjustment, damage and repairs shall be divided into the following categories and actions:
 - a. All sprinkler heads shall be adjusted to maintain proper coverage. Adjustment shall include, but not be limited to, actual adjustments to heads, cleaning and flushing heads and lines, and removal of obstructions. Costs for adjustment shall be included in costs for operation and maintenance of the irrigation system.
 - b. All damage resulting from the Contractor's operations shall be repaired or replaced prior to the end of the workday at the Contractor's expense.
 - c. Repairs to the irrigation system shall be completed within 12 hours after approval by Inspector on major component damage such as broken

irrigation lines, defective or broken valves and sprinkler heads, sprinkler head relocations and other modifications as necessary.

- d. All replacements shall be with original type and model materials unless a substitute is approved by the City Inspector.
- e. Contractor shall maintain an adequate stock of medium and high usage items for repair of the irrigation system.
- f. Contractor shall implement repairs in accordance with all effective warranties and no separate payment will be made for repairs on equipment covered by warranty.
- g. Contractor shall pay for all excessive utility usage due to failure to repair malfunctions on a timely basis or unauthorized increases in the frequency of irrigation. Costs will be determined from comparisons of usage with historical usage for the same time period. Costs to be deducted from payments will be presented to the Contractor by the City.
- h. Since all labor costs are to be included in the contract amount, emergency call-outs after working hours will be considered inclusive.

E. Personnel

- 1. The Contractor shall provide certified Qualified Water Efficient Landscape (QWAL) personnel fully trained in all phases of landscape irrigation systems operation, maintenance, adjustments, and repair; in all types of components to include irrigation controllers, valves, moisture sensing devices, and sprinkler heads; and with all brands and models of irrigation equipment used within the City.
- 2. The Contractor shall provide personnel knowledgeable of, and proficient in, current water management concepts, with the capability of working with City staff in implementing more advanced water management strategies. Periodic irrigation audits will be conducted by Contractor's staff at the request of the City Representative. IA (Irrigation Association) Certification and Signature, Calsense, and Rainmaster certification of all irrigation specialists is mandatory within three (3) months from start of contract. Irrigation personnel shall have valid California driver's license.
- 3. The Contractor shall provide personnel capable of verbal and written communication in a professional level of English.
- 4. Each Irrigator shall be equipped with all tools, equipment and vehicle.

F. Materials

- 1. All replacement materials are to be with original types and model materials, unless a substitute is approved by the City Representative.
- 2. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.

3. Contractor shall implement repairs in accordance with all effective warranties.
4. The actual cost of all material passed on to the City shall be wholesale cost of the material.
 - a. The wholesale cost shall be the actual cost paid by the Contractor reflecting the best price, including discount available.
 - b. At no time shall the cost of materials exceed the retail cost from the current price list, minus the discount rates quoted in the proposal.
 - c. The total cost of materials shall include the following:
 - Wholesale cost (retail costs minus Contractor's discount). As stated above
 - Applicable sales tax.
 - A markup of 15% maximum for all overhead costs and profits.
5. All materials are to be new and identical to existing materials, unless directed otherwise by the City Representative.
6. The City currently chooses the right to purchase irrigation materials directly and make available to the Contractor. In the event the City exercises the option to purchase the materials, the following conditions will apply:
 - a. Contractor shall conform to all City practices and procedures. Contractor shall provide pick-up and delivery of supplies from local irrigation distributors.
 - b. All City purchases will be for the sole expressed use of and for the City.
 - c. The Contractor shall secure, store, inventory, distribute and control all material entrusted to his/her representatives. All materials and inventories shall be made available to the city upon request.
 - d. Material purchase request forms must be submitted to City Representative prior to purchases being made unless repair is an "emergency" wherein verbal approval from the City Representative will be adequate.

G. Water Management

1. All systems shall be programmed weekly and/or as needed to maintain healthy plant material and landscape.
2. All program changes shall be recorded on the Irrigation Management Form.
3. Water meter reading for each system shall be submitted on the weekly Irrigation Controller Program Log (see Irrigation-25). The meter is to be read every Monday.

4. Controller program is to be sufficient to maintain a healthy landscape without excessive water use and shall be consistent with irrigation schedules provided by the City in Pruning and Training Quality section.
5. Controller programs shall incorporate the following conditions:
 - a. Meet City Water Management requirements
 - b. Meet Local Water Authority Management requirements
 - c. Avoid weekend watering
 - d. Maximize repeat operations (where and when possible)
 - e. Minimize station run times
 - f. Reflect actual evapotranspiration (E.T.) requirements
 - g. Reflect actual requirements of soil and plants
 - h. Eliminate runoff onto streets, sidewalks, and other non-target areas
 - i. Provide sufficient time for soil to dry out between irrigations
 - j. Maximize community use of City property
 - k. All computerized control irrigation systems, (Signature, Calsense, Rainmaster), shall be kept in active operational mode at all times unless otherwise directed from city representative. Failure to do so will result in a performance deficiency deduction of \$250 per controller per day.

5.12 WEED CONTROL OF PAVED SURFACES

Contractor shall be responsible for controlling weeds by mechanical or chemical means, weeds growing in cracks, or expansion joints, and areas contiguous to the City landscape throughout the entire contract area.

5.13 WEED ABATEMENT MOWING

Contractor shall be responsible for the periodic mowing of unwanted weeds in Open Space areas, Wild areas, and undeveloped portions of City Landscapes. Contractor shall maintain weeds at a height determined to be acceptable by City Representative. A minimum of four (4) mowings per year will be required. Mowing of aforementioned areas shall be accomplished with a flail mower. (See Forms section for specific flails mower requirements).

5.14 GUARANTEE AND/OR REPLACEMENT POLICY

All new plant material and irrigation installations shall be guaranteed for a period of one calendar year except due to "Acts of God," i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance contractor has no control. Existing plants shall be replaced by Contractor if it is determined by City Representative if they died due to Contractor's negligence.

5.15 TURFGRASS

A. **General**

1. **Watering:** A regular, deep watering program shall be accomplished to give the best results. The established turf should not be allowed to dry beyond 50% of the soil water holding capacity between watering. At a minimum, omit irrigation the night prior to occurrence of turf mowing. Manual watering of deficient coverage areas will be mandatory.

2. **Aeration:** Mechanically aerate all non-sports turf **areas as often as required**, [no less than four (4) times annually], to reduce compaction/stress conditions, which will offer greater water penetration and reduce runoff. In those areas when soil condition is poor, top dress may be required by the City Representative.

Use a plug aeration with $\frac{3}{4}$ " tines. Any areas that show excessive compaction shall receive additional treatment as required to alleviate this condition. Removal of sod plugs may be required. The scheduling of aeration will be recorded on the Maintenance Schedule.

3. **Mowing:** **Mow and edge parks, greenbelts, medians, etc., weekly during the period of March 1 to November 1 and once every other week during the period November 1 to March 1. Cut cool season turf grass 2½" during warm season and reduce to 2" during winter or cooler seasons.**

In warm seasons, common Bermuda shall be mowed to not exceed 1", hybrid Bermuda $\frac{1}{2}$ " to $\frac{3}{4}$ ". Mixed turf grasses will be cut at City's Representative's recommended height. This will depend on a site-by-site evaluation as necessary. Avoid removing more than one-third of the leaf area blade at any one time.

Turf in this contract shall be mowed with power-propelled mowers equipped to mow and collect clippings in one operation. Rotary mowers shall be used to mow tall fescue or other cool-season turf areas. Reel mowers will be required to mow any Bermuda grass areas. City Representative may in some instances allow mowing without the attached collection device to recycle organic material into the soil, providing the machine is equipped with approved safety features. The mowers shall be maintained and sharpened to provide a smooth even cut without tearing of the leaf blade. The reel or blade adjustment shall provide a uniform, level cut without ridges or depressions.

Avoid damage to trees and other obstacles located within the turf areas such as electrical boxes or fixtures. **Do not mow areas that are wet.** Alternate mowing patterns whenever possible to prevent wheel ruts. If ruts are made, contractor will make repairs at their expense.

4. **Selective turf grass areas at the following sites will require twice per week mowing throughout the entire year: Youth Athletic Park (Fields 1 and 8), Alicia Park, Civic Center, Library, Beebe Park, Curtis Park, Gilleran Park, and World Cup Soccer Fields.**

5. **Trimming and Edging:** Trim around walls, buildings, curbs, header boards, valve boxes, quick couplers, and paved areas on a weekly basis to present a neat, clean

appearance. Chemically edge around trees within a 3' radius from the trunk using care not to damage tree trunk or roots. Mulch entire chemically treated area.

6. **Renovation:** Renovate all turf areas twice per year at a time when there will be the least amount of stress to turf, preferably spring and fall. Renovations will be in accordance with the following methods:

Step 1: Aerify entire area with an aerifier with $\frac{3}{4}$ x 3" depth tines.

Step 2: Verticut entire area using a de-thatching machine set to soil line contact. Verticut twice in parallel directions, or as directed. Pick up debris at completion of this operation. Turf vacuum/power rakes shall be utilized whenever possible.

Step 3: Mow with rotary or reel mower **as directed**, at regular cutting height.

7. **Baseball / Softball Skinned Infields:** Groom, water, rake, drag, and fill holes of all infield and warning track skinned areas on a daily bases. Inspect and adjust all bases as necessary. City will provide contractor with bases. Inspect and adjust all bases necessary. Replace any or all bases as necessary. City will provide contractor with bases.

B. **Refurbishment of Turf grass**

Turf areas that thin out due to shading effect of trees, structures, and foot traffic will be reseeded or sodded with an approved grass seed to restore thinning areas. Coordinate with City Representative.

C. **Winter Over Seeding – Applies Only to Landscape Contract Areas 7, 8, 9, and 10**

1. Upon the completion of dethatching Warm Season grass areas in the fall, winter over seeding will be required. Sow "**Perennial Rye Grass**" seed mix at the rate of 12 lbs. per 1,000 square feet or as approved by City Representative. Over seeding to be completed by October 1. Extra contract personnel will be required for this effort.
2. Fertilize Warm Season grass areas to be over seeded. Broadcast 16-6-8 fertilizer at the rate of 4 lbs. per 1,000 square feet or approved equal. Apply fertilizers by constant flow P.T.O. driven rotary spreaders where applicable or walk behind ground-driven spreaders in smaller areas.
3. Remove diseased or unsatisfactory turf areas. Remove and do not bury into soil. Remove topsoil containing foreign materials, i.e., gas/oil drippings, stones, gravel, debris, etc.
4. Cultivate base and aerate compacted areas thoroughly. Where substantial but thin turf remains rake, aerate if compacted, and cultivate soil.
5. Seed immediately after dethatching operations. Perform reseeding operations when soil is dry and when winds do not exceed 5 miles per hour velocity. Apply

seed with a rotary or drop type spreader. Install seed evenly by sowing equal quantities in two directions, at right angles to each other.

6. Water seeded area daily to maintain adequate soil moisture for proper seed germination.
7. Top dressing, when applicable, shall be applied with materials and methods approved by City Representative.
8. Maintain seeded turf areas until successful seed germination and complete establishment of turf. Seeded areas will be maintained until inspection and acceptance by the City Representative.
9. All turf grass contiguous to hardscapes shall be edged with a walk-behind, blade-type edger. String trimmers will not be acceptable in this application.

D. **Weed Control**

Contractor shall maintain a weed free turf at all times by organic and/or synthetic pesticides and/or mechanical means. Pre-emergent herbicide applications shall be required to control crabgrass in all turf areas. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made the turf should be well established and a vigorous condition. All applications will be recorded and coordinated with the City Representative. (See Appendix Section for IPM Guidelines)

E. **String Trimmers**

Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. No weed eaters shall be used around trees or wooden park signs. An 8" bare soil buffer zone shall be maintained around the circumference at the base of all trees. (Trees damaged by Contractor's operations will be replaced at Contractor's expense.)

5.16 **FACILITY MAINTENANCE**

A. **Specialty/Sports Areas**

1. **General** (applies to all park and landscape maintenance areas):
 - a. All animal feces or other materials detrimental to human health shall be removed from the park areas daily.
 - b. All broken glass and sharp objects shall be removed daily.
 - c. All areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times.
 - d. **All tot lot areas shall be raked to remove leaves and debris daily. (This will be strictly monitored for compliance.)**

- e. All play and sports equipment shall be inspected for vandalism, safety hazards, and serviceability daily. Deficiencies shall be reported in writing immediately to the City Representative.
- f. All dog walk bag dispensers shall be serviced as needed. Contractor is responsible for supplying bags. See SP-9G.

2. **Sand Court Areas:**

- a. These areas shall include tot lots, play areas, volleyball courts, etc.
- b. All areas shall be maintained weed free at all times.
- c. By the **10th of each month**, all sand areas shall be rototilled to the maximum depth that will allow complete loosening of the sand but will not cause lower base materials to be mixed in with the sand (minimum 10"). After rototilling, all areas shall be raked level.
- d. Sand shall be replenished as necessary to maintain optimum level in each area, generally six inches (6") below the top of the concrete curbing but dependent upon play equipment footing and final level shall be determined by City Representative for each area. Replacement sand shall be "**60R Blend**" and is available from Carmeuse Industrial Sand – to set up an account or place an order, contact Calen Hochstetler 949-697-4045 or calen@pwgcoinc.com to place an order.
- e. On Monday and Friday of each week all sand areas shall be raked level and kept free of any foreign debris. Sidewalks adjacent to tot lots shall be swept daily.
- f. In the event of inclement weather if at anytime the sand court areas become flooded and there is standing water, it will be the Contractors responsibility to remove water immediately.

3. **Hard Surface Areas:**

- a. These areas shall include concrete sidewalks, concrete paver sidewalks, tennis courts, handball courts, basketball courts, bicycle trails, AC walkways, etc.
- b. All areas shall be swept daily to remove all deposits of silt and/or sand and glass.
- c. Hardscape areas around snack bars and restrooms will be washed down Mondays and Fridays.
- d. All areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times. Any hazards shall be reported immediately to the City Parks and Landscape Inspector.
- e. Cracks and crevices shall be kept free of weeds at all times.

4. **Bicycle Trails/AC Walkways:**

Special emphasis shall be placed on chemical edging along these areas to prevent damage to asphalt by vegetation. All such damage shall be repaired at the Contractor's expense.

All wood chipped walking trails shall be mulched 2 x a year with a 4" layer of composted pathway mulch. Pathway mulch shall be 2" – 4" clean of debris, screened and composted material available from various sources. Contractor to submit samples to city representative for approval.

B. **General Facility Operations**

1. All drinking fountains and water feature fountains shall be kept clean and operational at all times.
 - a. **Minor repairs to include but not limited to unclogging drains, keeping emitters clear, refilling basins, replacing submersible pumps (city to provide replacement pumps), keeping fountains clean and algae free.**
 - b. All repairs shall be completed within twenty-four (24) hours after damage occurs.
 - c. Every instance of damage shall be reported to the City Representative immediately including photos or documentation.
 - d. Should damage be repetitive, the City Representative will evaluate replacement with a more damage resistant model through extra work or separate action.
2. **All arterial sidewalks are City property and shall be maintained by the landscape contractor servicing the most adjacent Contract Area. Service will include all sidewalks along arterials regardless if they are contiguous to City landscaped areas or not. Sidewalks shall be swept or cleaned daily, if necessary, to remove weeds and debris. In addition, all sidewalk areas shall be thoroughly cleaned every week on Monday and Friday, by sweeping or blowing.**
3. All sidewalk areas abutting maintained areas shall be cleaned when dirtied by Contractor's operations and at other times as required. Any tracking of grass clippings, mud, pet waste, tire rubber or any other miscellaneous debris shall be removed at contractor's expense. Failure to clean will result in a Performance Deficiency of \$250 per day per site.
4. All leaves, paper, and debris shall be removed from landscaped areas and disposed of offsite.
5. Trash and recycling receptacles provided by City shall be emptied daily and washed after emptying (when necessary) to be determined by the City Representative. Contractor shall provide black or dark-colored plastic liners for all receptacles at Contractor's expense.

6. All concrete bench drains and other surface drains to include the portion under the sidewalk shall be kept free of vegetation, debris, and algae to allow unrestricted water flow.
7. All other drainage facilities shall be cleaned of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to City Representative.
8. All barbecue grills shall be emptied of all ashes once during regular workweek and on every Sunday morning.
9. Clean all park benches, picnic tables and play equipment weekly. Sanitization and frequency may vary with use.
10. **Daily detail work around public facilities to be completed prior to 8:00 a.m. All items to include but are not limited to:**
 - a. all sidewalks swept and blown
 - b. all trash cans emptied
 - c. all trash removed
 - d. clean trash can lids
 - e. all ashtrays emptied
 - f. all doggie bag dispensers refilled
 - g. hand water all non-irrigated pots
 - h. All water features serviced cleaned and free of algae
 - i. All tennis and basketball courts swept and blown clean

Failure to complete these items prior to 8:00 a.m. will result in a performance deficiency deduction of \$250.00 for each occurrence.

5.17 SPORTS FIELD MAINTENANCE

A. Inspection Checklist

General: The following operational checklist shall be implemented as part of a contractor's performance and reporting requirements. The contractor shall schedule irrigation and landscape maintenance operations so they will not interfere with sports field use or activities. All hand watering to be accomplished prior to 12:00 p.m. (noon).

1. Inspect the sports field or play area for areas where grade changes have occurred indicated by low spots that collect water on which grass fails to grow. All sports fields shall be kept at a level grade to provide a uniform height of turf grass. This is done by topdressing low places with a sports field sand.

Baseball/softball infields comprised of infield mix (skinned areas) shall be inspected to insure that all depression and undulations are kept to a minimum. Typically, this will include base paths and areas where the infield skins transition into turf grass. Contractor shall rake level and add infield mix every Monday and Friday or as required. Inspect and adjust all bases daily. Replace as necessary.

City will provide contractor with bases. Water all infield mix (skinned areas) daily. All skinned areas shall receive six (6) 50-lb bags of calcined clay weekly. City to provide calcined clay. In field mix shall be with binder "stabilizer gold" available from:

Gail Materials
1256 Magnolia Ave.
Corona, CA 92879
951-279-1095

- a. Depressions over 1" in depth shall be filled with weed free soil to an elevation 1" below existing grade. Finish off this remaining 1" with City specified sand and bring to grade.
 - b. The use of another weed-free topdressing with a wider range of particle sizes is only by written acceptance of the City.
 - c. All skinned infields shall be "Lazer Leveled" yearly per City inspectors' direction. This service will be considered extra work and compensated as such. Lazer Leveling services are available from City-preferred vendor: Barkshire Lazer Leveling, Inc., P.O. Box 986, San Juan Capistrano, CA 92693, phone 949-240-8779. All other companies must be pre-approved by City inspector.
2. Inspect the sports field or play area for proper water drainage away from the playing surface. If drainage is not evident irrigation management in the affected area is critical to prevent landscape failure. Contact the City Representative for the proper irrigation management strategy.
 3. Inspect the sports field or play area for hazardous holes or depressions that may cause a player to trip. Those found should be filled as directed in item A.1. above. Stones and other debris that may interfere with play or cause injury should be removed as well.
 4. Inspect the sports field play area to see that the soil absorbs irrigation and rainwater rapidly enough to provide reasonably good footing on the surface of the field. If improvement is indicated, contact City Representative to schedule aerification immediately.
 5. Inspect the sports field or play area to see if the turf surface is being irrigated evenly with a reasonable amount of water.
 6. Inspect the sports field or play area for the condition of turf grass cover. Uniform thinning over the entire area can be corrected with additional seeding. If thinning or bare spots occur in isolated areas, replanting will be necessary in those areas.

B. Maintenance

General: The contractor shall be responsible for providing all labor, materials and incidentals such as infield drags, landscape rakes, hoses, edgers, etc. necessary for the upkeep of sports fields. Since sports fields are high use facilities, maintenance operations

must be performed during short breaks in athletic scheduling to accomplish required turf care. The Contractor shall provide additional labor as required to accomplish these tasks. Special provisions of sports field maintenance shall include, but not be limited to, the following:

1. **Aeration**

- a. Shall be scheduled to precede scheduled rejuvenation operations, and prior to pre-emergent applications.
- b. Frequency shall be six (6) times per year at a 3" minimum core depth with a maximum spacing between holes of 3"; to be accomplished by making three passes at right angles to one another. It may be necessary to collect and remove aeration cores at select athletic fields. In this event, the Contractor shall provide provisions to accomplish such activity.

C. **Irrigation**

1. Monitor controller stations and adjusts irrigation schedules daily or as necessary.
2. Check all sports fields daily with a soil probe for adequate moisture.
3. Repairs shall be completed within 4 hours of notification.
4. Check irrigation systems weekly or more frequently if directed by City Representative. System checks shall be verified by supervisor and recorded weekly.
5. Special water requirements, i.e., field resodding operations, fertilization programs, etc., shall be monitored by Contractor personnel 7 days a week or as necessary.
6. All manual hand watering shall be completed prior to 12:00 p.m. (noon). **Failure to complete hand watering prior to 12:00 p.m. (noon) will result in a performance deficiency of \$250.00 per occurrence.**

D. **Fertilization**

Fertilization will be applied in accordance with Fertilization Schedule A provided in these Specifications. The contractor shall maintain accurate fertilization records at all times. Recording forms are to be provided by the City for this purpose. Sample forms are included in these specifications. Records shall be submitted to the City upon request. All catch basins shall be covered when granular fertilizer is applied. Covers to be removed and fertilizer collected after application.

E. **Sports Field Area Renovations**

1. An annual process accomplished by total rut filling and sodding in thinning or bare areas (sodding not to exceed 20,000 square feet per park site). This is to include

all labor and materials for the removal of sod, additional topsoil for finish grade and sod. Additional manpower will be required.

2. City Representative will specify sod type. Sod shall be Tifway 419 or approved equal available at:

West Coast Turf 888-893-TURF

3. Topdressing of the entire athletic playing surface shall be done on an annual basis. Contractor shall provide topdressing machine and material and shall be responsible for application of topdressing materials. Topdressing material shall be Aquinaga Athletic Field Mix or approved equal applied at ¼" inch across entire athletic field surface. Available at:

Aguinaga Green
27910 Baker Canyon Road
Silverado, CA 92676
949-786-9558

4. La Paws Dog Park will be considered a sports field due to the high use and extreme traffic, and as such, will be subject to sports field maintenance criteria. Sod type to be used at La Paws Park will be "Bandera Bermuda," available at:

West Coast Turf 888-893-TURF

5.18 LANDFILL DIVERSION

Contractor shall be responsible for the recycling of all green waste generated from maintenance operations within the City. Green wastes shall be diverted from County Landfill to an approved reclamation site and processed for recycling. Contractor shall submit a Landfill Diversion Report (see Forms section), on a monthly basis to the City. Reports shall accompany monthly invoice. Failure to provide reports in their entirety will result in delay of processing invoice. Reports shall be filled out in full.

LOCATION OF WORK

Location of work includes all parks, facilities and public rights-of-way within the City of Mission Viejo. Refer to Landscape Maintenance Contract Area Map for inventory. This will require the contractor to work in the public right-of-way. Due to the sensitive nature of the working environment, contractor shall protect the public at all times. Proper safety practices such as proper clothing as well as approved traffic control (e.g., WATCH Manual) will be strictly enforced. Failure to provide a safe work environment or approved traffic control will result in a performance deficiency deduction of \$250 for each occurrence.

Acceptable progress as determined by City Representative will result in a performance deficiency deduction of \$250 per occurrence.

EMERGENCY RESPONSE

Contractor shall have the capability and be required to respond to all landscape emergencies within the City of Mission Viejo during normal working hours (7:00 a.m. to 4:00 p.m.), Monday

through Friday, as well as after-hours, 24 hours, 7 days per week (including holidays). Contractor shall provide the City with emergency on-call phone numbers and pager numbers. Failure to keep information current will result in a performance deficiency deduction of \$250 per occurrence.

Contractor shall have the capability of responding "on site" to landscape emergencies (determined by the City), within one (1) hour, unless otherwise noted. All pages/cell calls shall be returned within fifteen (15) minutes. Failure to respond in specified time frames will result in a \$250 performance deficiency deduction per occurrence. Contractor will be required to be equipped with cellular phones and radios for optimum communication.

San Diego Regional Water Quality Requirements

The San Diego Regional Water Quality Control Board (SDRWQCB) has issued a permit, which governs storm water and non-storm water discharges resulting from municipal activities performed by or for the City of Mission Viejo (Permit No. R9-2002-0001. Copies of the Permit are available for review.)

In order to comply with the Permit requirements, the City of Mission Viejo in conjunction with the County of Orange has developed Drainage Area Management Plan (DAMP), which contains Model Maintenance Procedures with Best Management Practices (BMPs) that parties conducting the municipal activities must adhere to. These Model Maintenance Procedures apply to any party conducting municipal activities and contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality.

Work performed under this CONTRACT shall conform to the Permit requirements, the DAMP, the City's Water Quality Ordinances, the Model Maintenance Procedures, applicable BMPs, and must be performed as described within all applicable Model Maintenance Procedures. The CONTRACTOR shall fully understand the Model Maintenance Procedures and BMPs applicable to activities that are being conducted under this CONTRACT prior to conducting them and maintain copies of the applicable Model Maintenance Procedures and applicable BMPs throughout the CONTRACT duration. In addition, the CONTRACTOR shall certify that he/she has trained all of its employees about the applicable Model Maintenance Procedures and applicable BMPs.

Evaluation of activities subject to DAMP requirements performed under this CONTRACT will be conducted to verify compliance with DAMP requirements and may be required through CONTRACTOR self-evaluation as determined by the City.

Failure to implement or comply with these requirements shall result in a Performance Deficiency Deduction of \$250.00 per occurrence. Contractor is also responsible for all damages and applicable fines from other agencies that are generated as the result of the contractor's work.

**CITY OF MISSION VIEJO
PERIODIC SERVICES**

**LANDSCAPE AND FACILITY MAINTENANCE
CONTRACT AREAS 9 & 10**

This section is intended as a guide only. Periodic service requirements are subject to change as dictated by City Representative, climatic conditions, varied cultural practices, and site-specific circumstances. All schedules are to be submitted in advance to City Representative for evaluation prior to approval.

8.01 SERVICES DUE DECEMBER-FEBRUARY

A. Turf areas that have one of the following weed grasses shall receive a long-lasting broad spectrum pre-emergence herbicide between January 20th and February 10th:

Crabgrass	Dallisgrass
Goosegrass	Kikuyugrass

The herbicide must be registered for use on the turf grasses and weeds to be treated. Red fescue groundcover is included.

1. Follow directions on label of the herbicide. Apply evenly. Split the total application into opposite directions. Calibrate spreader or sprayer before treatment to apply the right dosage.

B. Prune deciduous trees: Alders, Albizzias, and Sycamores before buds emerge. Quality of pruning shall be as described in the section on Pruning Quality Standards.

1. Alders in groves shall have mingling branches removed. Foliage shall be close to adjacent individuals, but not inside the other tree.

C. Prune groundcovers back to established edge. Cut off and dispose of dead flower stems such as on Achillea-Yarrow.

D. Prune the following as needed as to Pruning Quality Standards.

Abelia - also thin out old wood. Only new growth has flowers.

Junipers and Pines, December and January.

Honeysuckle, Hypericum, and Star Jasmine groundcovers, limiting height to two feet (2') in February.

Pampasgrass removal and part of plant invading space of adjacent plants.

Cotoneaster, Pomegranate, and Pyracantha for fruit removal.

Roses – (shrub type) – remove 40% of growth height in January, mulch per specifications.

Ornamental Grasses – reduce foliage to 6" from soil level in February, mulch per specifications.

Red fescue grass cover shall be trimmed back to remove outside dead foliage. The clipping height shall be 3" to 6".

8.02 SERVICES DUE MARCH-MAY

- A. Remove broadleaf weeds in lawns with selective post-emergence herbicide that is registered to kill weed species growing in the turf grasses being treated.
- B. Unturfed vegetation, (i.e., slopes, planters), with residues of weed seeds made last year, will receive a broad spectrum pre-emergence herbicide registered for target weed species. Check label to be sure the chemical is safe for use on the ornamental species in the area.
 - 1. Growing weeds shall be removed by any method before a pre-emergence herbicide is applied.
- C. Prune all plants overgrowing boundaries. One situation is vegetation impeding traffic both horizontally and vertically.
- D. Pruning of the following shall be for size and shape control:
 - Kaffir Boom Coral trees: Scaffold branches must be short and well branched, Long trunks, branching densely at ends, break by excess weight at a basal crotch.
 - Raphiolepis shrubs: Remove terminals of dead flower and fruits.
 - Lantana in early March.
 - Hibiscus after frost and before new shoots.
 - Acacia after flowering: Cuts must be at a leafy bud. Naked stubs die back. Remove flush at origin.
 - Remove Pampasgrass and flowers to prevent seeding.
 - Plumbago and Techomaria.
 - Toyon for removal of berries, besides size and shaping.
 - Other species shall be pruned only by request of City.
- E. A broad spectrum pre-emergence type herbicide shall be applied in May for the prevention of weed seed germination in turf grasses and ornamentals.
 - 1. Apply only in areas that had seeding of weeds the previous year.

2. The herbicide must be registered for use on turf grasses, ornamental plants, and weeds to be treated.
- F. Core play fields of turf grasses in March with ¾" tines. As soon as plugs are dry, disperse cores with verticut mower.
- G. Follow aeration with an even application of complete 8-2-4 J.T.M nutrients. Divide the requirement, broadcasting each part in the opposite direction.
1. Play fields with a soil SAR greater than 5.90 shall receive an even application of soil sulfur at 5 lbs./M.
 2. Follow fertilizing and sulfuring with sprinkling irrigation that does not runoff or pond.
- H. In April, fertilize all non-sports lawn areas with 10 lbs./M of 39-0-0, sulfur-coated urea, or approved equal.
1. If SAR is 6 or greater, or pH is 7.5 or greater, evenly apply 5 lbs./M of soil sulfur (not fine flowers of sulfur--it burns).
 2. Immediately following distribution of chemicals, sprinkle irrigate without flooding turf.
- I. In May fertilize all plantations except lawns. Evenly distribute 8 lbs./M of 39-0-0, sulfur-coated urea, or approved equal.
1. Immediately following fertilization, sprinkle irrigate long enough to wash particles off foliage, without displacing fertilizer on soil.
- J. Any plant that does not produce new leaves before April 15th, or new leaves at stem terminals that are yellow between veins, shall be treated as follows: Evenly apply soil sulfur on soil under foliage at rate of 5 lbs./M. Apply a chelated ferrous compound on soil under foliage at rate on product label. An injection kit is available for trees with chlorotic or sparse foliage. Prevent stains. Wash iron off hard surfaces.

8.03 SERVICES DUE JUNE-AUGUST

- A. Remove grass weeds in all turf grasses with the proper selective post-emergence herbicide. Look for and kill any crabgrass, dallisgrass, goosegrass, Kikuyugrass, etc. There is a combination of two herbicides that is very effective for use in bermuda grass lawns. When treating cool season grasses like Tall fescue turf, the organic arsenical by itself does the job with repeated applications. Where overseeding shall not occur, pre-emerge for poa anna, annual bluegrass.
- B. Prune all plants overgrowing boundaries. Provide for clearance of traffic.
- C. Pruning of the following shall be for size, shape and control as needed:
- Baccharis--dead growth and plants.
- Daylily, Lily-of-the-Nile, and pampasgrass for dead flower stems.

Diets for dead clumps and competitive invasion of neighbors.

Myoporum and Melaleuca, Elaeagus, Rosemary, Pittosporum, and Xylosma shrubs--if fruiting--remove.

- D. Core two (2) times to aerate sports turf in June with $\frac{3}{4}$ " hollow tines. Cores shall not exceed 3" apart.
1. Overseed bare, thin turf, and places of sparse bermuda grass at 3 lb./M. Keep surface moist until seed sprouts. Then return to specified schedule or irrigation.
 2. Smash cores of Tall fescue grass with a rotary mower with bag to pick up clippings.
 3. Smash cores of bermuda grass lawns with a vertical mower of sharp, thin blades. Depth of cut into turf shall be no less than $\frac{1}{2}$ ". Pick up clippings.
- E. Follow above work with an even covering of topdressing mix per specifications 5.17 E3. Also, evenly spread complete 8-2-4 J.T.M nutrients.
1. Follow fertilization immediately with enough water to wash materials off grass. Do not displace gypsum and fertilizer with water.
- F. Plants with new leaves, yellow between the veins, shall be treated by an approved method. Wash chemicals off of hard surfaces immediately after application to prevent staining.
- G. In all lawns, small and enlarging patches of dying grass shall be treated for damage caused by pests eating roots or basal stems. If injured turf can be lifted like a piece of carpet, silver-colored grubs will be seen on soil. Treat surrounding area with an insecticide registered for grubs or billbug larvae.
1. If there are no grubs, then Chinch bugs may be the cause. Shake turf bottom side up over a newspaper. Tiny, black, and mobile bugs will be seen. There are 2 to 3 insecticides registered for the control of Chinch bugs.
- H. Diseases that injure turf grasses are of short duration. Prevent temporary moisture stress in heat. No fungicidal spray will be necessary on either Tall fescue or bermuda grass.

8.04 SERVICES DUE SEPTEMBER-NOVEMBER

- A. Prune all plants overgrowing edges. Prune for traffic clearance in height.
- B. Pruning of the following shall be for size and shape control. A need will be clarified by City Representative where there is doubt. The reference for need is in the Training and Pruning Quality Standards in Section VIII.

Eucalyptus in September before winds.

Ficus in September before winds.

Callistemon

Natal plum

Oleander

Honeysuckle

Star jasmine

Remove Pampasgrass

Oak trees

Grevillea trees

Unlisted species as specified by the City.

- C. Bermuda grass sports turf with clumps of unwanted cool season grasses shall be treated with a selective herbicide registered for use in bermuda grass. It shall be effective post and pre-emergence against cool season grass weeds.
1. Scattered clumps of cool season grasses shall be killed by spot spraying. Overspray of a systemic contact herbicide will kill bermuda grass. The remaining bare spots will be covered by regrowth of spreading bermuda grass.
- D. Core sports fields to aerate turf 3" deep and apart with $\frac{3}{4}$ " tines.
1. Dense Tall fescue grass with not much bermuda grass invasion shall have plugs smashed by the rotary mower.
 2. Turf of mostly bermuda grass shall have plugs smashed by a vertical mower. Depth of cut shall be to surface of soil. Thatch shall be removed and disposed off site. However, it can be spread over bare areas only at the direction of the City Representative.
- E. Non-sports turf of bermuda grass shall be vertical mowed.
- F. The City may want to have specific lawns of mostly Tall fescue grass. They shall be overseeded after vertical mowing patches of bermuda grass. Evenly broadcast 5 lbs./M of Tall fescue seed. Select a blend of 2-3 cultivars that have been in the top five of University of California evaluations. Call (714) 447-7150 for the data
- G. After doing above, fertilize all lawns before November. Evenly apply 16-6-8.
1. Fertilize right after mowing. A special irrigation is not required, because the material is slowly soluble. It only releases nitrogen when moist. The rate of nitrification is not affected by cold temperatures. Release of nitrogen is slow over a period of many months.
- H. Fertilize Gazania groundcovers with complete 8-2-4 J.T.M nutrients.

- I. All area turf grasses and landscapes to receive a broad spectrum pre-emergence herbicide for the prevention of weed seed germination in September. The herbicide must be registered for use on turf grasses, ornamental plants, and weeds to be treated.

**CITY OF MISSION VIEJO
PRUNING AND TRAINING QUALITY STANDARDS
LANDSCAPE AND FACILITY MAINTENANCE
CONTRACT AREAS 9 & 10**

- A. Shrubs, herbaceous plants, and groundcovers shall be pruned soon after the completion of a flowering and fruiting cycle, if fruits are desired. Raphiolepis fruits are not wanted; neither are those littering pavement.
1. Remove flower stems to point of origin.
 2. Remove branches growing beyond perimeter of foliage. It is an outline of a plant's shape. Cuts shall be inside of outer foliage, and flush with branch of origin. Leave no butts or stubs. Do not trim off all foliage on one plane with hedge shears. Shearing is only for hedges, after thinning out big, long shoots.
 3. Prune to retain natural shape of plant. Shapes vary according to plant species. Some are wider than tall like Tam or Pfitzer junipers. Some are upright like Xylosma and Photinia. There shall be no flat, square tops or unnatural forms.
- B. Prune trees to maintain their characteristic shape, density, and texture. The natural appearance is an open, light textured perimeter of new foliage. The greatest density is in the interior and lower half. The center of gravity, or location of mass, is close to the center and close to the ground. This distribution fits a tree to withstand strong winds. Do not thin or "lace out" dense foliage except the outside branches. This is defoliation. Roots could die and create a weak tree that may die or blow over.
- C. Prune out branches extending beyond the shape (foliage perimeter) of a tree. Prune to control size and shape. Bare scaffold branches with foliage only at ends will break in wind.
1. Cuts shall be inside perimeter of foliage almost flush with a parent branch. No butts or stubs are permitted. Old stubs with an outgrowth of multiple shoots shall be are moved.
- D. Prune off lower branches high enough for traffic clearance.
- E. Cut out dead, crossing, rubbing branches, and v-shaped crotches.
- F. Undercut branches over 2" in diameter before final cut is made close to a scaffold (main) branch. Shredded, torn, or ripped branches shall be recut cleanly.
- G. An exposed wound, as where a branch was removed, shall remain exposed. Do not paint or apply any substance on a wound. It heals faster, with less disease, than a covered wound.
- H. Trees close together shall be separated by removal of intermingling branches. The exception is a large hedge or windbreak consisting of one species.

- I. A young tree unable to stand upright in a Santa Ana wind shall be double staked. A tree too heavy for support by stakes shall have three equally spaced guy wires tied to immovable stakes. The wire shall be on a 45° angle with the tree trunk.
 - 1. Ties and guys shall always be tight and in place between stakes or tree trunk.
 - 2. Loosen ties that are so tight they are almost starting to girdle a branch or trunk.
 - 3. An immovable trunk in wet soil is an indication it can stand without support. Remove stakes or guy wires.

- J. Graphic descriptions on correct pruning and training of shrubs and trees are published by the International Society of Arboriculture (ISA) and the University of California Publications ANR Dept.

**CITY OF MISSION VIEJO
FERTILIZATION SCHEDULE A**

**LANDSCAPE AND FACILITY MAINTENANCE
CONTRACT AREAS 9 & 10**

Frequency	Source	Rate
TURF		
4 times/year	8-2-4 "Complete" JTM Nutrients	22 lb. (Actual N)/Ac
2 times/year	22-3-9 "Nitra King"	43 lb. (Actual N)/Ac
SPORTS TURF		
4 times/year	8-2-4 "Complete" JTM Nutrients	43 lb. (Actual N)/Ac
1 times/year	16-6-8 "Turf Supreme"	43 lb. (Actual N) Ac
2 times/year	22-3-9 "Nitra King" supplemental liquid micro-nutrient applications may be required in the form of boom sprayer applications not to exceed 2x/year	43 lb. (Actual N)/Ac
GROUND COVER/SHRUBS/SLOPES (Foliar application of micronutrients for the prevention of Iron Chlorosis will be required as necessary for ground cover shrubs.)		
3 times/year	8-2-4 "Complete" JTM Nutrients	22 lb. (Actual N)/Ac

TREES

Trees shall be fertilized and aerated in accordance with the National Arborist Association Standard For Fertilizing Shade And Ornamental Trees, National Arborist Association Standards current edition.

Compliance with fertilization specification will be enforced by application inspections, bag counts, and periodic soil analyses by independent soils laboratory.

This schedule is for benefit of bidding and may be altered at any time depending on plant need. Annual soil fertility test will be required to ensure proper nutrient replenishment.



CITY OF MISSION VIEJO

PERFORMANCE DEFICIENCY NOTIFICATION

Notification to:

Date:

Time:

Method:

The following performance deficiencies have been observed
and require immediate attention to correct.

Location:

Value of Deduction:

\$

City Representative to check deficient items and comment (if applicable) below.

1. Performance deficiency up to \$250 per occurrence.
2. Failure to comply with minimum City-defined manpower requirements \$250 per occurrence.
3. Failure to provide adequate equipment \$250 per occurrence.
4. Failure to protect Public Health and/or correct safety concerns \$250 per occurrence.
5. Failure to respond within 15 minutes to after-hours emergency page or respond in the field within 1 hour to an after-hours emergency \$250 per occurrence.
6. Failure to respond during working hours to a page within 15 minutes \$250 per occurrence.
7. Failure to mow, edge, pick up trash/debris, rototill tot lots, apply chemicals, and prune in an approved, professional manner \$250 per occurrence.
8. Failure to comply with Water Quality Control Board – non-storm water discharges \$250 per occurrence.
9. Failure to comply with water restrictions \$250 per occurrence.
10. Major irrigation deficiencies \$250 per occurrence.
11. Failure to adhere to dress code \$250 per occurrence.

Comments:

Please initiate the necessary corrective actions and notify the City Representative when complete for re-inspection.

Public Services Supervisor-City Representative

Public Services Operations Manager

**CITY OF MISSION VIEJO
LANDFILL DIVERSION REPORT FORM**

Date _____

SOURCE (Contract No.) _____

MATERIAL TYPE

- Herbaceous
- Semi-herbaceous
- Hardwood

GROSS WEIGHT (Tons) _____

DIVERSION SITE (Company Name) _____

DIVERSION SITE ADDRESS

WASTE BY-PRODUCT

- Mulch
- Soil Conditioner
- Other

BY-PRODUCT VOLUME/WEIGHT
(if known) _____

QUANTITY OF ORGANIC
COMPOST MULCH PURCHASED
(Tonnage or Yardage) _____

Yards Tons

**CITY OF MISSION VIEJO
IRRIGATION MATERIAL PURCHASE REQUEST**

Date: _____

Item	Quantity	Description	Use Location	Controller	Use Date
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Contract Area: _____ Requested by: _____

Contractor: _____ Inspector Approval: _____

Request Purchase Date: _____ Invoice/Order No.: _____

City of Mission Viejo

Irrigation Tracking Sheet

Time
Start: _____ a.m./p.m.
Finish: _____ a.m./p.m.
Total: _____

Controller No.: _____
Location: _____
Area of Operation: _____

Name: _____
Date: ____ / ____ / ____
Day: _____
Vehicle #: _____

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
OK																								
Head Broken																								
Plugged Nozzle																								
Adjust Head																								
Low Head																								
Broken Lateral																								
Solenoid																								
Valve																								
Diaphragm																								
Other																								

Landscape Condition

Good																								
Fair																								
Poor																								
Too Wet																								
Stress																								

Controller Program	Yes	No	Comment
Recommended ET Schedule			
Independent Program			
Log Update & Complete			
Meter No.:			Meter Reads:
Meter No.:			Meter Reads:

<u>Quantity</u>	<u>Materials Used</u>

Comments:

City of Mission Viejo

IRRIGATION CONTROLLER PROGRAM LOG

CONTROLLER:		LOCATION:					YEAR:			
STATION	RUN TIME									
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
START TIME										
REPEAT 1										
REPEAT 2										
REPEAT 3										
MONDAY										
TUESDAY										
WEDNESDAY										
THURSDAY										
FRIDAY										
SATURDAY										
SUNDAY										
W. BUDGET										
WEEKLY ET										
INITIALS										
DATE										

MONTH _____

ET (IN/WK) _____

PREC. RATE ÷ 60 MIN. = INCHES/MINUTE
INCHES/WEEK ÷ INCHES/MINUTE = WEEKLY RUN TIME

STATION NUMBER	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
STATION LOCATION																									
PRECIP. RATE IN/HR																									
RUN TIME @ 100%																									
RUN TIME MIN/DAY X2																									
RUN TIME MIN/DAY X3																									
RUN TIME MIN/DAY X1																									
RUN TIME ADJ. KC/DU																									
RUN TIME MIN/DAY X2																									
RUN TIME MIN/DAY X3																									
RUN TIME MIN/DAY X1																									
WATER DAY(S)																									
PROGRAM NUMBER																									
START TIME #1																									
START TIME #2																									
START TIME #3																									
START TIME #4																									

**CITY OF MISSION VIEJO
MONTHLY REPORTS*
CONTRACT AREA #**

MONTH / YEAR _____

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED ELECTRONICALLY (MONTHLY), AS A COMPLETE PACKAGE:

INVOICE	€
WEEKLY PUNCH LISTS	€
LANDFILL DIVERSION FORMS	€
QUANTITY OF MULCH & TOP DRESSING USED	€
MONTHLY MAINTENANCE SCHEDULE	€
PESTICIDE USE REPORT	€
FERTILIZER USE REPORT	€
EXTRA WORK SUMMARY	€
IRRIGATION INSPECTION SHEETS	€

*This form must accompany monthly invoice to ensure payment

**CITY OF MISSION VIEJO
REPORTS AND SCHEDULES**

**LANDSCAPE AND FACILITY MAINTENANCE
CONTRACT AREAS 9 & 10**

The Contractor, as part of this agreement, will submit reports and schedules, along with monthly invoice or more frequently as requested. Failure to submit reports and schedules will result in a delay of monthly payments and/or a performance deficiency deduction. Such reports must be detailed and thorough and may include but not be limited to the following:

- A. Suggestions for improving problem areas.
- B. Reports of work planned.
- C. Cost information to perform extra work for upgrading specific areas.
- D. Monthly Maintenance Schedule(s).
 - 1. Contractor shall provide a weekly maintenance schedule to the City in calendar format before the first day of the month. Schedule shall show all:
 - Mowing locations
 - Pruning locations
 - Trash detail/sidewalk detail
 - Pesticide use and locations
 - Sand lot rototilling
 - Special projects and locations
 - Extra work and locations
 - Other items as requested by City representative
 - 2. Notification of change in scheduled work must be received by the City at least 12 hours prior to the scheduled time for the work.
- E. Weekly Irrigation Management Schedule Form(s).

The following forms are to be filled out by the Contractor and submitted electronically:

 - 1. Irrigation Material Purchase Request (Form C), if applicable
 - 2. Irrigation Controller Program Log (Form B)
 - 3. Weekly Irrigation System Inspection Sheet (Tracking Sheet)
 - 4. Irrigation Zone Narratives (when applicable)
 - 5. An Analysis of Repair Data and Recommendations for Reducing Repair Costs (Form A) is to be turned in bi-monthly.
- F. Pesticide Use Reports shall be submitted monthly with any invoicing.

- G. Accident Reports shall be submitted immediately.
- H. Incident Reports shall be submitted monthly with any invoicing.
- I. Hazard Reports shall be reported immediately and form submitted monthly with any invoicing.
- J. Landfill Diversion Reports shall be submitted monthly with any invoicing.
- K. Notes/copies of weekly punch list items for correction.

All forms and schedules shall be of a format supplied by or approved by the City.

Contractor shall adjust his work schedule to compensate for all City-observed holidays and inclement weather.

5.19 Equipment Storage

The City will provide storage space for supplies and equipment if the space is available. The storage space is not intended to run a primary business, but shall only be used to store supplies and equipment for the benefit of the City. Contractor shall obtain approval of storage space from the City Representative.

APPENDIX

San Diego Regional Water Quality Control Board Municipal Activities



LANDSCAPE MAINTENANCE

The model procedures described below focus on minimizing the discharge of pesticides and fertilizers, landscape waste, trash, debris, and other pollutants to the storm drain system and receiving waters. Landscape maintenance practices may involve one or more of the following activities:

1. Mowing, Trimming/Weeding, and Planting
2. Irrigation
3. Fertilizer and Pesticide Management
4. Managing Landscape Waste
5. Erosion Control

POLLUTION PREVENTION:

Pollution prevention measures have been considered and incorporated in the model procedures. Implementation of these measures may be more effective and reduce or eliminate the need to implement other more complicated or costly procedures. Possible pollution prevention measures for landscape maintenance include:

- Implement an integrated pest management (IPM) program. IPM is a sustainable approach to managing pests by combining biological, cultural, physical, and chemical tools. Refer to Appendix D, Fertilizer and Pesticide Guidance for further details.
- Choose low water using flowers, trees, shrubs, and groundcover.
- Consider the selection of broadleaf evergreen trees to reduce leaf litter.
- Appropriate maintenance (i.e. properly timed fertilizing, weeding, pest control, and pruning) to preserve the landscapes water efficiency.
- Once per year, educate municipal staff on pollution prevention measures.

MODEL PROCEDURES:

1. Mowing, Trimming/Weeding, and Planting

Mowing,

✓ If feasible and practical, use mechanical methods of vegetation removal

Trimming/Weeding

rather than applying herbicides. Use hand weeding where practical.

- ✓ When conducting mechanical or manual weed control, avoid loosening the soil, which could erode into streams or storm drains.
- ✓ If feasible and practical, use coarse textured mulches or geotextiles to suppress weed growth and reduce the use of herbicides.
- ✓ Do not blow or rake leaves, etc. into the street or place yard waste in gutters or on dirt shoulders. Sweep up any leaves, litter or residue in gutters or on street.
- ✓ Collect lawn and garden clippings, pruning waste, tree trimmings, and weeds. Chip if necessary, and compost or dispose of at a landfill (see waste management section of this procedure sheet).
- ✓ Place temporarily stockpiled material away from watercourses, and berm or cover stockpiles to prevent material releases to storm drains.

Planting

- ✓ Where feasible, retain and/or plant selected native vegetation whose features are determined to be beneficial. Native vegetation usually requires less maintenance (e.g., irrigation, fertilizer) than planting ornamental vegetation.
- ✓ When planting or replanting consider using low water use groundcovers.

OPTIONAL:

- Careful soil mixing and layering techniques using a topsoil mix or composted organic material can be used as an effective measure to reduce herbicide use and watering.

2. Irrigation

- ✓ Utilize water delivery rates that do not exceed the infiltration rate of the soil.
- ✓ Use timers appropriately or a drip system to prevent runoff and then only irrigate as much as is needed.
- ✓ Inspect irrigation system periodically to ensure that the right amount of water is being applied and that excessive runoff is not occurring. Minimize excess watering, and repair leaks in the irrigation system as needed.
- ✓ Where practical, use automatic timers to minimize runoff.
- ✓ Use popup sprinkler heads in areas with a lot of activity or where there is a chance the pipes may be broken. Consider the use of mechanisms that reduce water flow to sprinkler heads if broken.
- ✓ If re-claimed water is used for irrigation, ensure that regular inspections are conducted in an effort to minimize runoff from the landscaped area(s).
- ✓ If bailing of muddy water is required (e.g. when repairing a water line leak), do not put it in the storm drain; pour over landscaped areas.

OPTIONAL:

- Consider converting to an evapo-transpiration driven irrigation control system.

3. Fertilizer and Pesticide Management

Usage

- ✓ Utilize a comprehensive management system that incorporates integrated pest management techniques.
- ✓ Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of fertilizers and pesticides and training of applicators and pest control advisors.
- ✓ Educate and train employees on use of pesticides and in pesticide application techniques to prevent pollution.
- ✓ Pesticide application must be under the supervision of a California qualified pesticide applicator.
- ✓ When applicable use the least toxic pesticides that will do the job. Avoid use of copper-based pesticides if possible.
- ✓ Do not mix or prepare pesticides for application near storm drains.
- ✓ Prepare the minimum amount of pesticide needed for the job and use the lowest rate that will effectively control the pest.
- ✓ Employ techniques to minimize off-target application (e.g. spray drift) of pesticides, including consideration of alternative application techniques.
- ✓ Calibrate fertilizer and pesticide application equipment to avoid excessive application.
- ✓ Periodically test soils for determining proper fertilizer use.
- ✓ Sweep pavement and sidewalk if fertilizer is spilled on these surfaces before applying irrigation water.
- ✓ Inspect pesticide/fertilizer equipment and transportation vehicles frequently
- ✓ Refer to Appendix D, Fertilizer and Pesticide Guidance for further details.

OPTIONAL:

- Work fertilizers into the soil rather than dumping or broadcasting onto the surface without calibration.
- Use beneficial insects where possible to control pests (green lacewings, ladybugs, praying mantis, ground beetles, parasitic nematodes, trichogramma wasps, seedhead weevils, and spiders prey on detrimental pest species).
- Use slow release fertilizers whenever possible to minimize leaching.

Scheduling

- ✓ Do not use pesticides if rain is expected within 24 hours.
- ✓ Apply pesticides only when wind speeds are low (less than 5 mph).

Storage

- ✓ To minimize quantities of pesticides and fertilizers stored, only purchase what is needed for use in the near future.
- ✓ Implement storage requirements for pesticide products with guidance from the local fire department and County Agricultural Commissioner. Provide secondary containment for pesticides.

Disposal

- ✓ Purchase only the amount of pesticide that you can reasonably use in a given time period (month or year depending on the product).
- ✓ Triple rinse containers, and use rinse water as product. Dispose of unused pesticide as hazardous waste.
- ✓ Dispose of empty pesticide containers according to the instructions on the container label.

4. Managing Landscape Waste

- ✓ Compost leaves, sticks, or other collected vegetation or dispose of at a permitted landfill. Do not dispose of collected vegetation into waterways or storm drainage systems.
- ✓ Place temporarily stockpiled material away from watercourses and storm drain inlets, and berm or cover stockpiles to prevent material releases to the storm drain system.
- ✓ Reduce the use of high nitrogen fertilizers that produce excess growth requiring more frequent mowing or trimming. This use shall be limited to only areas of high active use such as sports fields where quick growth and regeneration is needed to meet the needs of active recreation and reduce the risk of injury.
- ✓ Inspection of drainage facilities should be conducted to detect illegal dumping of clippings/cuttings in or near these facilities. Materials found should be picked up and properly disposed of.
- ✓ Landscape wastes in and around storm drain inlets should be avoided by either using bagging equipment or manually picking the material up.

Also see Waste Handling and Disposal procedure sheet

5. Erosion Control

- ✓ Maintain vegetative cover on medians and embankments to prevent soil erosion. Apply mulch or leave clippings to serve as additional cover for soil stabilization and to reduce the velocity of storm water runoff. Do not over apply the mulch or leaf clippings as this excess could float and be carried to the storm drain during large rain events.

FF-5

- ✓ As medians are developed or re-developed, consider designing them so that they prevent runoff and erosion and promote better irrigation practices.
- ✓ Minimize the use of disking as a means of vegetation management because the practice may result in erodable barren soil.
- ✓ Confine excavated materials to pervious surfaces away from storm drain inlets, sidewalks, pavement, and ditches. Material must be covered if rain is expected.

LIMITATIONS:

Alternative pest/weed controls may not be available, suitable, or effective in every case.

REFERENCES:

California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. July 1993.

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Santa Clara Valley Urban Runoff Pollution Prevention Program. 1997 Urban Runoff Management Plan. September 1997, updated October 2000.



MINOR CONSTRUCTION

Minor construction activities can result in the use of materials or generation of waste that may contain toxic hydrocarbons or other organic compounds, suspended solids, heavy metals, abnormal pH, and oils and greases. Minor construction activities may involve one or more of the following:

1. General Construction Activities
2. Interim Material Storage
3. Concrete Work
4. Building Work

POLLUTION PREVENTION:

Pollution prevention measures have been considered and incorporated in the model procedures. Implementation of these measures may be more effective and reduce or eliminate the need to implement other more complicated or costly procedures. Possible pollution prevention measures for minor construction include:

- Schedule activities during dry weather whenever possible.
- Use dry cleaning methods whenever possible.
- Once per year, educate municipal staff on pollution prevention measures.

MODEL PROCEDURES:

1. General Construction Activities

- ✓ Prevent debris from entering the storm drain.
- ✓ Do not wash materials into a storm drain or bury spilled dry material.
- ✓ Do not clean or rinse equipment into a street, gutter, or storm drain.
- ✓ Use a storm drain cover, filter fabric, or similarly effective runoff control mechanism if dust, grit, wash water, or other pollutants may escape the work area and enter a storm drain inlet. This is particularly necessary on rainy days. The containment device(s) must be in place at the beginning

See *Waste Handling and Disposal procedure sheet*

- of the work day, and accumulated dirty runoff and solids must be collected and disposed of before removing the containment device(s) at the end of the work day.
- ✓ Clean the storm drain inlets in the immediate vicinity of the construction activity after it is completed.
- ✓ If a spill occurs on dirt, excavate and remove the contaminated (stained) soil.
- ✓ Clean up spills and leaks immediately using dry methods, whenever possible.
- ✓ Designate an area for clean up and proper disposal of excess materials.
- ✓ Sweep up dry materials and residue from cleaning operations. Avoid using water to clean up.
- ✓ Use soil erosion control techniques if bare ground is temporarily exposed.
- ✓ Promptly clean up trash, debris, and litter from job sites and dispose properly.
- ✓ Inspect vehicles and equipment used at the construction site regularly for leaks.
- ✓ Train employees and subcontractors in proper waste management.

2. Interim Material Storage

- ✓ Properly store and cover materials that are normally used during minor construction such as paints, solvents, equipment, fuel, asphalt/concrete materials, sand, etc.
- ✓ Properly store and dispose of wastes generated from the activity.
- ✓ Store dry and wet materials under cover, protected from rainfall and runoff and away from storm drain inlets. After job is complete, remove temporary stockpiles (asphalt materials, sand, etc.) and other materials as soon as possible.
- ✓ Apply and store all products in accordance with manufacturer's instructions and proper safety measures.
- ✓ Store products in labeled containers and with covers or lids.
- ✓ Keep paved areas adjacent to stockpiles and earthwork sites free from loose sediment and tracked materials.
- ✓ Place stockpiled materials away from storm drain inlets, drainage paths, and natural waterways and provide cover to protect from runoff/runoff if feasible.
- ✓ Control stockpiled materials if windy or rainy weather is predicted (e.g. tarps, berming, sandbags, etc.).
- ✓ Prevent storm water from eroding loose soil and stockpiles.

- ✓ Inspect stockpiles regularly and after significant rain events.

3. Concrete Work

- ✓ Take measures to protect nearby storm drain inlets prior to breaking up asphalt or concrete (e.g. place hay bales or sand bags around inlets). Clean afterwards by dry sweeping up as much waste material as possible.
- ✓ When making saw cuts in pavement, use as little water as possible. Cover each storm drain inlet completely with filter fabric during the sawing operation and contain the slurry by placing straw bales, sandbags, or gravel dams around the inlets. Vacuum saw cuttings and water from the pavement or gutter and remove from site.
- ✓ Avoid mixing excess amounts of fresh concrete or cement mortar on site.
- ✓ Apply concrete, asphalt, and seal coat during dry weather to prevent contamination from contacting stormwater runoff.
- ✓ Protect applications of fresh concrete from rainfall and runoff until the material has dried.
- ✓ Do not allow excess concrete to be dumped on-site, except in designated areas and promptly remove when concrete has dried.
- ✓ Tarps should be placed under concrete pumper trucks and the rear of trucks while concrete is being delivered or transferred from one area to another.
- ✓ Wash concrete trucks and concrete pumper trucks and trailers off site or in designated areas on site, such that there is no discharge of concrete wash water into storm drains, open ditches, streets, catch basins, or other stormwater conveyance structures.
- ✓ For on-site washout:
 - Locate washout area at least 50 feet from storm drains, open ditches, or water bodies. Do not allow runoff from this area by constructing a temporary pit or bermed area large enough for liquid and solid waste.
 - Wash out wastes into the temporary pit where the concrete can set, be broken up, and then disposed of properly.
 - Whenever possible, recycle washout by pumping back into mixers for reuse.
 - Never dispose of washout into the street, storm drains, drainage ditches, or creeks.
- ✓ When washing concrete to remove fine particles and expose the aggregate, contain the wash water for proper disposal. Do not allow water to enter storm drain inlets.
- ✓ Do not wash sweepings from exposed aggregate concrete into the street or storm drain. Collect and return sweepings to aggregate base stock pile, or

dispose in the trash

- ✓ Return left-over materials to the transit mixer. Dispose excess concrete, grout, and mortar in the trash.

4. Building Work

General Guidelines

- ✓ Use ground or drop cloths underneath outdoor painting, scraping, and sandblasting work, and properly dispose of collected material daily.
- ✓ Do not dump any toxic substance or liquid waste on the pavement, the ground, or toward a storm drain.
- ✓ Use a ground cloth or oversized tub for activities such as paint mixing and tool cleaning.
- ✓ Clean paint brushes and tools covered with water-based paints in sinks connected to sanitary sewers. Brushes and tools covered with non-water-based paints, finishes, or other materials must be cleaned in a manner that enables collection of used solvents (e.g., paint thinner, turpentine, etc.) for recycling or proper disposal.
- ✓ If a spill occurs on dirt, excavate and remove the contaminated (stained) soil.

Building Demolition

- ✓ Spray water throughout the site to help control wind-blowing of fine materials such as soil, concrete dust, paint chips, and metal chips. The amount of water must be controlled so that runoff from the site does not occur, yet dust control is accomplished.
- ✓ Oils must never be used for dust control.
- ✓ Place filter fabric or a similarly effective device at nearby storm drain inlets to prevent particles and solids from entering the storm drainage system. Filters should be placed at the beginning of the workday and the accumulated materials collected and disposed properly before removing them at the end of the workday
- ✓ Dry sweep surrounding street gutters, sidewalks, driveways, and other paved surfaces at the end of each workday to collect and properly dispose of loose debris and garbage, do not hose down the area to a storm drain.
- ✓ Use permanent soil erosion control techniques if a building cleared from an area is not to be replaced.

LIMITATIONS:

This procedure sheet is for minor construction only; the State's General Construction Activity Storm Water permit has more requirements for larger projects. Be certain that actions to help stormwater quality are consistent with Cal- and Fed-OSHA and air quality regulations.

REFERENCES:

California Storm Water Best Management Practice Handbooks. Municipal Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. March 1993.

King County Stormwater Pollution Control Manual. Best Management Practices for Businesses. 1995. King County Surface Water Management. July. On-line: <http://dnr.metrokc.gov/wlr/dss/spcm.htm>

The Stormwater Managers Resource Center (<http://www.stormwatercenter.net/>)

Model Urban Runoff Program: A How-To Guide for Developing Urban Runoff Programs for Small Municipalities. Prepared by City of Monterey, City of Santa Cruz, California Coastal Commission, Monterey Bay National Marine Sanctuary, Association of Monterey Bay Area Governments, Woodward-Clyde, Central Coast Regional Water Quality Control Board. July, 1998.



LANDSCAPE MAINTENANCE

The model procedures described below focus on minimizing the discharge of pesticides and fertilizers, landscape waste, trash, debris, and other pollutants to the storm drain system and receiving waters. Landscape maintenance practices may involve one or more of the following activities:

1. Mowing, Trimming/Weeding, and Planting
2. Irrigation
3. Fertilizer and Pesticide Management
4. Managing Landscape Waste
5. Erosion Control

POLLUTION PREVENTION:

Pollution prevention measures have been considered and incorporated in the model procedures. Implementation of these measures may be more effective and reduce or eliminate the need to implement other more complicated or costly procedures. Possible pollution prevention measures for landscape maintenance include:

- Implement an integrated pest management (IPM) program. IPM is a sustainable approach to managing pests by combining biological, cultural, physical, and chemical tools. Refer to Appendix D, Fertilizer and Pesticide Management Guidance for further details.
- Choose low water using flowers, trees, shrubs, and groundcover.
- Appropriate maintenance (i.e. properly timed fertilizing, weeding, pest control, and pruning) will preserve the landscapes water efficiency.
- Once per year, educate municipal staff on pollution prevention measures.

MODEL PROCEDURES:

1. Mowing, Trimming/Weeding, and Planting

Mowing, Trimming/Weeding

- ✓ Whenever possible, use mechanical methods of vegetation removal rather than applying herbicides. Use hand weeding where practical.

- ✓ When conducting mechanical or manual weed control, avoid loosening the soil, which could erode into streams or storm drains.
- ✓ Use coarse textured mulches or geotextiles to suppress weed growth and reduce the use of herbicides.
- ✓ Do not blow or rake leaves, etc. into the street or place yard waste in gutters or on dirt shoulders. Sweep up any leaves, litter or residue in gutters or on street.
- ✓ Collect lawn and garden clippings, pruning waste, tree trimmings, and weeds. Chip if necessary, and compost or dispose of at a landfill (see waste management section of this procedure sheet).
- ✓ Place temporarily stockpiled material away from watercourses, and berm or cover stockpiles to prevent material releases to storm drains.

Planting

- ✓ Where feasible, retain and/or plant selected native vegetation whose features are determined to be beneficial. Native vegetation usually requires less maintenance (e.g., irrigation, fertilizer) than planting ornamental vegetation.
- ✓ When planting or replanting consider using low water use groundcovers.

OPTIONAL:

- Careful soil mixing and layering techniques using a topsoil mix or composted organic material can be used as an effective measure to reduce herbicide use and watering.

2. Irrigation

- ✓ Utilize water delivery rates that do not exceed the infiltration rate of the soil.
- ✓ Use timers appropriately or a drip system to prevent runoff and then only irrigate as much as is needed.
- ✓ Inspect irrigation system periodically to ensure that the right amount of water is being applied and that excessive runoff is not occurring. Minimize excess watering, and repair leaks in the irrigation system as soon as they are observed.
- ✓ Where practical, use automatic timers to minimize runoff.
- ✓ Use popup sprinkler heads in areas with a lot of activity or where there is a chance the pipes may be broken. Consider the use of mechanisms that reduce water flow to sprinkler heads if broken.
- ✓ If re-claimed water is used for irrigation, ensure that regular inspections are conducted in an effort to minimize runoff from the landscape area(s).
- ✓ If bailing of muddy water is required (e.g. when repairing a water line leak), do not put it in the storm drain; pour over landscaped areas.

3. Fertilizer and Pesticide Management

Usage

- ✓ Utilize a comprehensive management system that incorporates integrated pest management techniques.
- ✓ Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of fertilizers and pesticides and training of applicators and pest control advisors.
- ✓ Educate and train employees on use of pesticides and in pesticide application techniques to prevent pollution.
- ✓ Pesticide application must be under the supervision of a California qualified pesticide applicator.
- ✓ When applicable use the least toxic pesticides that will do the job. Avoid use of copper-based pesticides if possible.
- ✓ Do not mix or prepare pesticides or fertilizers for application near storm drains.
- ✓ Prepare the minimum amount of pesticide needed for the job and use the lowest rate that will effectively control the pest.
- ✓ Employ techniques to minimize off-target application (e.g. spray drift) of pesticides, including consideration of alternative application techniques.
- ✓ Calibrate fertilizer and pesticide application equipment to avoid excessive application.
- ✓ Periodically test soils for determining proper fertilizer use.
- ✓ Sweep pavement and sidewalk if fertilizer is spilled on these surfaces before applying irrigation water.
- ✓ Inspect pesticide/fertilizer equipment and transportation vehicles daily.
- ✓ Refer to Appendix D for further guidance on Fertilizer and Pesticide management

OPTIONAL:

- Work fertilizers into the soil rather than dumping or broadcasting them onto the surface without calibration.
- Use beneficial insects where possible to control pests (green lacewings, ladybugs, praying mantis, ground beetles, parasitic nematodes, trichogramma wasps, seedhead weevils, and spiders prey on detrimental pest species).
- Use slow release fertilizers whenever possible to minimize leaching.

Scheduling

- ✓ Do not use pesticides if rain is expected within 24 hours.
- ✓ Apply pesticides only when wind speeds are low (less than 5 mph).

Disposal

- ✓ Purchase only the amount of pesticide that you can reasonably use in a given time period (month or year depending on the product).
- ✓ Triple rinse containers, and use rinse water as product. Dispose of unused pesticide as hazardous waste.
- ✓ Dispose of empty pesticide containers according to the instructions on the container label.

4. Managing Landscape Waste

Also see Waste Handling and Disposal procedure sheet

- ✓ Compost leaves, sticks, or other collected vegetation or dispose of at a permitted landfill. Do not dispose of collected vegetation into waterways or storm drainage systems.
- ✓ Place temporarily stockpiled material away from watercourses and storm drain inlets, and berm or cover stockpiles to prevent material releases to the storm drain system.
- ✓ Reduce the use of high nitrogen fertilizers that produce excess growth requiring more frequent mowing or trimming. This use shall be limited to only areas of high active use such as sports fields where quick growth and regeneration is needed to meet the needs of active recreation and reduce the risk of injury.
- ✓ Inspection of drainage facilities should be conducted to detect illegal dumping of clippings/cuttings in or near these facilities. Materials found should be picked up and properly disposed of.
- ✓ Landscape wastes in and around storm drain inlets should be avoided by either using bagging equipment or by manually picking up the material.

5. Erosion Control

Also see Waste Handling and Disposal procedure sheet

- ✓ Maintain vegetative cover on medians and embankments to prevent soil erosion. Apply mulch or leave clippings to serve as additional cover for soil stabilization and to reduce the velocity of storm water runoff. Do not over apply the mulch or leaf clippings as the excess could float and be carried to the storm drain large rain events.
- ✓ Minimize the use of disking as a means of vegetation management because the practice may result in erodable barren soil.
- ✓ Confine excavated materials to pervious surfaces away from storm drain inlets, sidewalks, pavement, and ditches. Material must be covered if rain is expected.

LIMITATIONS:

Alternative pest/weed controls may not be available, suitable, or effective in every case.

REFERENCES:

California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. July 1993.

County of Orange. 2000. Public Facilities and Resources Department, Management Guidelines for the Use of Fertilizers and Pesticides. September.

King County Stormwater Pollution Control Manual. Best Management Practices for Businesses. 1995. King County Surface Water Management. July. On-line: <http://dnr.metrokc.gov/wlr/dss/spcm.htm>

Los Angeles County Stormwater Quality Model Programs. Public Agency Activities
http://ladpw.org/wmd/npdes/model_links.cfm

Model Urban Runoff Program: A How-To Guide for Developing Urban Runoff Programs for Small Municipalities. Prepared by City of Monterey, City of Santa Cruz, California Coastal Commission, Monterey Bay National Marine Sanctuary, Association of Monterey Bay Area Governments, Woodward-Clyde, Central Coast Regional Water Quality Control Board. July. 1998.

Santa Clara Valley Urban Runoff Pollution Prevention Program. 1997 Urban Runoff Management Plan. September 1997, updated October 2000.



SIDEWALK, PLAZA, AND FOUNTAIN MAINTENANCE AND CLEANING

Pollutants on sidewalks and other pedestrian traffic areas and plazas are typically due to littering and vehicle use. Fountain water containing chlorine and copper-based algaecides is toxic to aquatic life. Proper inspection, cleaning, and repair of pedestrian areas and city surfaces and structures can reduce pollutant runoff from these areas. Maintaining these areas may involve one or more of the following activities:

1. Surface Cleaning
2. Graffiti Cleaning
3. Sidewalk Repair
4. Controlling Litter
5. Fountain Maintenance

POLLUTION PREVENTION:

Pollution prevention measures have been considered and incorporated in the model procedures. Implementation of these measures may be more effective and reduce or eliminate the need to implement other more complicated or costly procedures. Possible pollution prevention measures for sidewalk, plaza, and fountain maintenance and cleaning include:

- Use dry cleaning methods whenever practical for surface cleaning activities.
- Use the least toxic materials available (e.g. water based paints, gels or sprays for graffiti removal).
- Once per year, educate municipal staff on pollution prevention measures.

MODEL PROCEDURES:

1. Surface Cleaning

Discharges of wash water to the storm water drainage system from cleaning or hosing of impervious surfaces is prohibited.

Sidewalks, Plazas

- ✓ Use dry methods (e.g. sweeping, backpack blowers, vacuuming) whenever practical to clean sidewalks and plazas rather than hosing, pressure washing, or steam cleaning. DO NOT sweep or blow material into curb; use devices that contain the materials.
- ✓ If water must be used, block storm drain inlets and contain runoff. Discharge wash water to landscaping or contain and dispose of properly.

Parking Areas, Driveways, Drive-thru

- ✓ Parking facilities should be swept/vacuumed on a regular basis. Establish frequency of public parking lot sweeping based on usage and field observations of waste accumulation.
- ✓ If water must be used, block storm drain inlets and contain runoff. Discharge wash water to landscaping or contain and dispose of properly.
- ✓ Sweep all parking lots at least once before the onset of the wet season.
- ✓ Use absorbents to pick up oil; then dry sweep.
- ✓ Appropriately dispose of spilled materials and absorbents.

OPTIONAL:

- Consider increasing sweeping frequency based on factors such as traffic volume, land use, field observations of sediment and trash accumulation, proximity to water courses, etc.

Building Surfaces, Decks, etc., without loose paint

- ✓ Use high-pressure water, no soap.
- ✓ If water must be used, block storm drain inlets and contain runoff. Discharge wash water to landscaping or contain and dispose of properly.

Unpainted Building Surfaces, Wood Decks, etc.

- ✓ If water must be used, block storm drain inlets and contain runoff. Discharge wash water to landscaping or contain and dispose of properly.
- ✓ Use a biodegradable cleaning agent or acid wash to remove deposits, wood restorer, or other chemicals. Screen wash water using an appropriate filtering device (e.g. filter fabric), if needed, to catch debris.
- ✓ Make sure pH is between 6.5 and 8.5 THEN discharge to landscaping (if cold water without a cleaning agent) otherwise dispose of properly.

2. Graffiti Cleaning

Graffiti Removal

See Roads, Streets, and Highways Operation and Maintenance procedure sheet.

- ✓ Avoid graffiti abatement activities during rain events.
- ✓ When graffiti is removed by painting over, implement the procedures under Painting and Paint Removal in the *Roads, Streets, and Highway Operation and Maintenance* procedure sheet.

- ✓ Protect nearby storm drain inlets prior to removing graffiti from walls, signs, sidewalks, or other structures needing graffiti abatement. Clean up afterwards by sweeping or vacuuming thoroughly, and/or by using absorbent and properly disposing of the absorbent.
- ✓ Note that care should be taken when disposing of waste since it may need to be disposed of as hazardous waste.

OPTIONAL:

- Consider using a waterless and non-toxic chemical cleaning method for graffiti removal (e.g. gels or spray compounds).

3. Sidewalk Repair

Surface Removal and Repair

Also see the street sweeping section of the Roads, Streets, and Highways Operation and Maintenance procedure sheet.

- ✓ Schedule surface removal activities for dry weather if possible.
- ✓ Avoid creating excess dust when breaking asphalt or concrete.
- ✓ Take measures to protect nearby storm drain inlets prior to breaking up asphalt or concrete (e.g. place hay bales or sand bags around inlets). Clean afterwards by sweeping up material.
- ✓ Designate an area for clean up and proper disposal of excess materials.
- ✓ Remove and recycle as much of the broken pavement as possible.
- ✓ When making saw cuts in pavement, use as little water as possible. Cover each storm drain inlet with filter fabric during the sawing operation and contain the slurry by placing straw bales, sandbags, or gravel dams around the inlets. After the liquid drains shovel or vacuum the slurry, remove from site and dispose of properly.
- ✓ Always dry sweep first to clean up tracked dirt. Use a street sweeper or vacuum truck. Do not dump vacuumed liquid in storm drains. Once dry sweeping is complete, the area may be hosed down if needed. Discharge wash water to landscaping, pump to the sanitary sewer if permitted to do so or contain and dispose of properly.

Concrete Installation and Repair

See Roads, Streets, and Highways Operation and Maintenance procedure sheet.

- ✓ Avoid mixing excess amounts of fresh concrete or cement mortar on-site. Only mix what is needed for the job.
- ✓ Wash concrete trucks off-site or in designated areas on-site, such that there is no discharge of concrete wash water into storm drain inlets, open ditches, streets, or other storm water conveyance structures.
- ✓ Store dry and wet concrete materials under cover, protected from rainfall and runoff and away from drainage areas. After job is complete remove temporary stockpiles (asphalt materials, sand, etc.) and other materials as soon as possible.
- ✓ Return leftover materials to the transit mixer. Dispose of small amounts of

excess concrete, grout, and mortar in the trash.

- ✓ When washing concrete to remove fine particles and expose the aggregate, contain the wash water for proper disposal.
- ✓ Do not wash sweepings from exposed aggregate concrete into the street or storm drain. Collect and return sweepings to aggregate base stock pile, or dispose in the trash.
- ✓ Protect applications of fresh concrete from rainfall and runoff until the material has hardened.

4. Litter Control

- ✓ Enforce anti-litter laws.
- ✓ Provide litter receptacles in busy, high pedestrian traffic areas of the community, at recreational facilities, and at community events.
- ✓ Cover litter receptacles and clean out frequently to prevent leaking/spillage or overflow.

OPTIONAL:

- Post "No Littering" signs.

5. Fountain Maintenance

- ✓ Do not use copper-based algaecides. Control algae with chlorine or other alternatives, such as sodium bromide.
- ✓ When draining fountains, never discharge water to a street or storm drain; discharge to the sanitary sewer
- ✓ Allow chlorine to dissipate for a few days and then recycle/reuse water by draining it gradually onto a landscaped area. Water must be tested prior to discharge to ensure that chlorine is not present (concentration must be less than 0.1 ppm).

LIMITATIONS:

Surface cleaning activities that require discharges to the local sanitation agency will require coordination with the agency.

REFERENCES:

Bay Area Stormwater Management Agencies Association. 1996. *Pollution From Surface Cleaning*.

Model Urban Runoff Program: A How-To Guide for Developing Urban Runoff Programs for Small Municipalities. Prepared by City of Monterey, City of Santa Cruz, California Coastal Commission, Monterey Bay National Marine Sanctuary, Association of Monterey Bay Area Governments, Woodward-Clyde, Central Coast Regional Water Quality

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City of Mission Viejo
Public Services
Integrated Pest Management Program Guidelines

INTEGRATED PEST MANAGEMENT PROGRAM GUIDELINES

PURPOSE: To establish criteria for an Integrated Pest Management (IPM) Program.

POLICY: The City of Mission Viejo will continue to focus on long-term prevention or suppression of pest problems with minimum impact on human health, the environment and non-target organisms by employing the use of pesticides in accordance with University of California Statewide Integrated Pest Management Program (UCIPM) in all City maintained Parks, Fields and Playgrounds; and City-wide Pest Management Guiding Principles. Prevention and suppression of such pests and the related methods of control will be consistent with current maintenance contract budgets.

City-Wide Pest Management Guiding Principles:

- a. Use of organic pesticides should be included and considered as the primary source for controlling pests in parks, turf grass areas, sports fields and playgrounds whenever fiscally practical and proven to be the most effective.
- b. Limit exposure to any pesticides where children and the general public congregate.
- c. Use EPA Level pesticides in a targeted manner, and only if deemed necessary to protect public health and economic loss as prescribed by a licensed pest control adviser and City staff, when pests cannot be managed by other methods.

PROCEDURES:

Prevention

1. Public Services Department shall review rehabilitation projects plans to verify compatibility with the site's environment.

Monitoring

1. The Public Services Department shall continue to hire consultants or contractors to provide regular monitoring services for all of the City's properties.
2. The consultants and/or contractors working with City staff shall determine if pest populations are at levels which require treatment.
3. The consultants and/or contractors shall provide monthly use reports of all pesticide application and locations.

Non Chemical Control Measures

1. The Public Services Department shall utilize cultural controls which are modifications of normal plant care activities that reduce or prevent pests. In addition to those methods used in the pest preventions, other cultural control methods will include, but not be limited to: mulching of planter areas, adjusting irrigation frequencies daily by imploring the use of SMART irrigation controllers, fertilization practices, and mowing height. (Refer to UCIPM for other examples.)
2. The Public Services Department shall utilize mechanical control tactics involve the use of manual labor and machinery to reduce or eliminate pest problems using methods such as handpicking, physical barriers, or machinery to reduce pest abundance indirectly. This method will be used to the extent that it does not increase the costs to the existing maintenance contracts.
3. The Public Services Department shall utilize a biological control practice which uses living organisms to reduce pest populations. These organisms are often also referred to as beneficials, natural enemies or biocontrols. They act to keep pest populations low enough to prevent significant economic damage. Biocontrols include pathogens, parasites, predators, competitive species, and antagonistic organisms. Beneficial organisms can occur naturally or can be purchased and released. The most common organisms used for biological control in landscapes are predators, parasites, pathogens and herbivores.

Pesticide Controls

Pesticides are to be utilized in a prioritized approach on City properties as follows:

Park, Turf Grass Areas, Sports Fields and Playgrounds:

When pesticides are needed, use the following prioritized approach: (1) organic pesticides Level III "Caution"; (2) EPA Level III "Caution" labeled pesticides only when deemed necessary to protect public health and economic impact by a licensed pest control adviser.

Rights of Way (Street medians/parkways and park slope/planters) – Prioritized Use of Pesticides:

- a. Consider the use organic pesticides Level III "Caution" first, when pesticides are needed.
- b. EPA Level III "Caution" label pesticide when deemed necessary to protect public health and economic impact by a licensed pest control adviser and City staff.
- c. EPA Level II "Warning" label pesticides, only if deemed necessary to protect public health and economic impact by a licensed pest control adviser and City staff, when other methods do not adequately control the pest.
- d. EPA Level I "Danger" label pesticides, only if deemed necessary to protect public health and economic impact by a licensed pest control adviser and City staff, when other methods do not adequately control the pest.

Facilities/Buildings – Prioritized Use of Pesticides:

- a. Use organic pesticides Level III "Caution" should be considered first, when pesticides are needed.
- b. Bait formulations of insecticides will be used where appropriate.
- c. EPA Level III "Caution" label pesticide only if deemed necessary to protect public health and economic impact by a licensed pest control adviser and City staff.
- d. EPA Level II "Warning" label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when other methods do not adequately control the pest.

- d. EPA Level I “Danger” label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when other methods do not adequately control the pest.

Other City Properties – Prioritized Use of Pesticides:

- a. Use organic pesticides Level III “Caution” should be considered first when pesticides are needed.
- b. EPA Level III “Caution” label pesticide only if deemed necessary to protect public health and economic impact by a licensed pest control adviser and City staff.
- c. EPA Level II “Warning” label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when other methods do not adequately control the pest.
- d. EPA Level I “Danger” label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when other methods do not adequately control the pest. Pesticides should only be used when other methods fail to provide adequate control of pests and just before pest populations cause an unacceptable damage, since the overuse of pesticides can cause beneficial organisms to be killed and pest resistance to develop.

Approvals and Application of Chemical Pesticides:

1. Pesticides shall be approved by the Public Services Department. A written recommendation of proposed pesticide shall be prepared by a licensed California Pest Control Adviser in accordance with the County Agriculture requirements and the Department of Pesticide regulations (DPR). No work shall begin until written approval of use is obtained and a notice of intent has been filed with the County Agricultural Commissioner’s office, as required. Copies of Safety Data Sheets and specimen labels shall be given to the City prior to pesticide use on City property all in accordance with the requirements of the County Agricultural Commission /DPR.
2. For Facilities and Building Maintenance, the referenced responsibilities of a licensed pest control adviser presented throughout this policy are to be performed by a California State Licensed Structural Pest Control Operator.

3. Chemicals shall only be applied and/or supervised by those persons possessing a valid California Qualified Applicator license/certificate; or a Structural Pest Control License. Application shall be in strict accordance with all governing regulations. Records of all operations shall be kept per California Department of Pesticide Regulations (DPR), or the California Structural Pest Control Board.
4. Pesticides shall be applied in a manner to avoid contamination of non-target areas. Precautionary measures shall be employed as required by the pesticide label, to keep the public from entering the spray zone until it is safe.
5. Posting of signs for application of pesticides shall be in accordance with product labels.

Records and Reporting

Records of all pesticides used by the Contractor on City property shall be retained in accordance with Department of Pesticide Regulations (DPR). Public Services Department keeps records of all pesticide usage. Pesticide usage is reported to the County of Orange incorporated in the annual National Pollutant Discharge Eliminations System (DPDES), report.

Jerry Hill
Director of Public Services



**CITY OF MISSION VIEJO
CALIFORNIA**

**SPECIFICATIONS
AND CONTRACT DOCUMENTS**

FOR

**LANDSCAPE AND FACILITY
MAINTENANCE
CONTRACT AREAS 9 & 10**

MARCH 2023

PREPARED BY:

**CITY OF MISSION VIEJO
200 CIVIC CENTER
MISSION VIEJO, CALIFORNIA 92691
(949) 470-3095**

BOOK 2

CITY OF MISSION VIEJO
CALIFORNIA

PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

LANDSCAPE AND FACILITY
MAINTENANCE
CONTRACT AREAS 9 & 10

MARCH 2023

APPROVED BY:



JERRY HILL
Director of Public Services

4-6-23

Date

CITY OF MISSION VIEJO
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LANDSCAPE AND FACILITY MAINTENANCE
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CITY OF MISSION VIEJO

PROPOSAL

**LANDSCAPE AND FACILITY MAINTENANCE
CONTRACT AREAS 9 & 10**

TO CITY OF MISSION VIEJO, as AGENCY:

In accordance with AGENCY's "Notice Inviting Bids", the undersigned bidder ("BIDDER") hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated Contract as set forth in the Plans, Specifications, and Contract Documents therefor, and to perform all Work in the manner and time prescribed therein.

BIDDER declares that this proposal, including the bid sheets, the subcontractor list, the non-collusion declaration, the Iran Contracting Act declaration, and a sufficient funds declaration ("Proposal") is based upon careful examination of the Work site, Plans, Specifications, Notice Inviting Bids, Instructions to Bidders, and other Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into the Contract with AGENCY at the unit and/or lump sum prices set forth in this Proposal. BIDDER understands that failure to enter into the Contract in the manner and time prescribed will result in forfeiture to AGENCY of the Bid Bond accompanying this proposal.

BIDDER understands that a bid is required for the entire Work, that any estimated quantities set forth in the Proposal are solely for the purpose of comparing bids, and that final compensation under the Contract will be based upon the actual quantities of Work satisfactorily Completed. It is agreed that any unit and/or lump sum prices in the Proposal include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

BIDDER certifies that in all previous contracts or subcontracts, all reports that may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this Proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this Proposal; that this Proposal is made without connection to any other

individual, firm, or corporation making a bid for the same work; and that this Proposal is in all respects fair and without collusion or fraud.

PROPOSAL CONDITIONS

1. General Information

The City of Mission Viejo will receive at the office of the City Clerk in the City Hall of said City at the time and on the date shown in Notice Inviting Sealed Bids, which is attached hereto and made a part hereof, sealed proposals for the work described in these Specifications.

2. Proposal Form

All proposals must be made upon the enclosed proposal forms. All proposals must give the prices proposed in figures and must be signed by the bidder with his address. If the proposal is made by an individual, their name and post office address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles and business addresses of the President, Secretary, and Treasurer.

3. Bidder's Bond

All proposals shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check or bidder's bond (10% of the contract amount) made payable to the City of Mission Viejo for an amount not less than \$5,000.00, and no proposal shall be considered unless such cash, certified check, or bidder's bond is enclosed therewith.

4. Bidder's Statement

Bidder shall complete the Bidder's Statement indicating the name of bidder, address and whether bidder is an individual, partnership or corporation. It shall be signed by the individual, a partner, or an officer of the corporation empowered to execute contracts for the corporation.

5. Changes or Alterations

Should a bidder find discrepancies in or omissions from the Specifications or other documents or should be in doubt as to their true meaning, the bidder may request interpretation from the Maintenance Services Manager. Any interpretation or changes in the proposed documents will be made only by addendum issued to each person to whom specifications have been issued and shall become part of the proposal.

6. Delivery of Proposals

Proposals shall be enclosed in envelopes with bidder's name and address plainly marked in the upper left-hand corner and the title of the proposal marked on the bottom left-hand corner. Proposals may be sent through U. S. Mail or delivered by messenger to the office of the City Clerk. The bidder will be solely responsible for their proposal being received by the closing time.

7. **Rejection of Proposals**

Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind.

8. **Award of Contract**

The award of contract, if it were awarded, will be to the lowest and most responsible bidder by the City Council, within ninety (90) days after the opening of proposals.

9. **Examination of Specifications and Sites of Work**

The bidder is required to examine carefully the Specifications for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered as to the character, quantities of work to be performed, and materials to be furnished, and as to the requirements of the Specifications and the Contract. It is mutually agreed that submission for a proposal shall be considered prima facie evidence that the bidder has made such examination.

10. **Non-Collusion Affidavit**

Bidder shall complete the Non-Collusion Affidavit that is attached hereto and made part of these Specifications. The affidavit shall be submitted with the bidder's proposal.

11. **Insurance Form**

Insurance verification form must be submitted with bid.

12. **Basis of Award**

The basis of contract award will be on bid price, evaluation of the respective bidder's experience and performance based on verification of reference checks. The City reserves the right to award this contract on the evaluation and rating of all of the selection criteria and will make the final selections on the firm that best meets the City of Mission Viejo needs.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Telephone: () _____

E-mail _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

Department of Industrial Relations (DIR) Registration Number _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Proposal are as follows:

All current and prior DBAs, alias, and/or fictitious business names for any principal having an interest in this Proposal are as follows:

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor and the dollar amount of each subcontract. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, the contractor shall be deemed to have agreed to perform such portion themselves, and they shall not be permitted to subcontract that portion of the work except in cases of public emergency or necessity, and then only after a public hearing conducted by the city and a finding reduced to writing as a public record of the public emergency or necessity.

Re-subletting or re-subcontracting of any portion of the work for which a subcontractor was designated in the original bid shall only be permitted for the reasons and according to the procedures set forth in Sections 4100-4113 of the Public Contract Code.

LIST OF SUBCONTRACTORS

All Contractors (and sub-contractors) must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts before bid/proposal submission. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

BIDDER proposes to subcontract certain portions of the work, as follows *[NOTE: There is no need to require listing of suppliers under Public Contract Code §4104. If suppliers are listed, it makes compliance with the 50% rule (Greenbook, §2-3.2) difficult to ascertain.]*:

Name of Subcontractor	Contractor's License #	DIR PWCR#	Address/Phone # of Office, Mill or Shop	Percent of Total Contract	Bid Items (List % of Bid Item if Portion Only)

If more space is needed to list subcontractors, please copy this page and fill out.

**CITY OF MISSION VIEJO
PUBLIC SERVICES DEPARTMENT**

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or Completing any contract for construction.

1. Have you ever been disqualified from any contract?

Yes No

2. If yes, explain the circumstances:

Signature of Bidder

PROPOSAL

IN WITNESS WHEREOF, Bidder executes and submits this Proposal with the names, titles, hands and seals of all forenamed principals this _____ day of _____, 20__.

BIDDER _____

Subscribed and sworn to this _ day of _____, 20__.

NOTARY PUBLIC _____

AGENCY acknowledges that this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the amount of ten percent (10%) of the total bid.

By: _____

Title: _____

Signature of Notary Public

(SEAL)

(10% of the Proposed Amount) _____

CITY OF MISSION VIEJO

BID BOND

**LANDSCAPE AND FACILITY MAINTENANCE
CONTRACT AREAS 9 & 10**

(To be submitted by bidder with its bid)

KNOW ALL MEN BY THESE PRESENTS that we _____
_____ as "Principal/Bidder," and _____
_____ as "Surety," are held and firmly bound unto City of Mission Viejo as "Agency" in
the penal sum of _____ Dollars (\$ _____), for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors,
jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal/Bidder submitted to the Agency
a certain Proposal, attached hereto and hereby made a part hereof, to enter into the written Contract
for the _____ work of improvement and will furnish all
required certificates of insurance and bonds as required by the Contract.

NOW THEREFORE, if said Proposal shall be rejected; or in the alternate, if said Proposal shall be
accepted, and the Principal/Bidder shall execute and deliver a contract in the prescribed Form of
Agreement, shall deliver certificates evidencing that the required insurance is in effect and shall
execute and deliver Performance and Payment Bonds in the forms prescribed, and shall in all other
respects perform the agreement created by the acceptance of said Proposal, then this obligation shall
be void; otherwise, this obligation shall remain in force and effect, it being expressly understood and
agreed that the liability of the Surety for any and all default of the Principal/Bidder hereunder shall
be the amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and
its bond shall in no way be impaired or affected by an extension of the time within which the Agency
may accept such a proposal; and said Surety does hereby waive notice of any such extension.

BID BOND (Page Two)

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Principal/Bidder) _____

(Address) _____

(By) _____

(Title) _____

NOTE: SIGNATURE OF CORPORATE OFFICIALS MUST BE NOTARIZED

ATTEST:

(Surety) _____

(Address) _____

(By) _____

(Title) _____

NOTE: SIGNATURE OF SURETY OFFICIALS MUST BE NOTARIZED

BOND APPROVED AS TO FORM:

William P. Curley III
City Attorney
City of Mission Viejo

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CITY OF MISSION VIEJO

**IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)**

**LANDSCAPE AND FACILITY MAINTENANCE
CONTRACT AREAS 9 & 10**

(To be executed by bidder and submitted with its bid)

As required by Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert bidder’s or financial institution’s name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services (“DGS”) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<i>Bidder Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran

Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

Notification to All Contractors and Grantees (EO Paragraph #3)

[DATE], 20__

[Name
Here] [Title
Here]
[Name of Business or Organization]
[Address line 1]
[Address line 2]

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia’s Actions in Ukraine

Dear [Name Here]:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor’s authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia’s actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Sincerely,

[Name]
[Title]

CITY OF MISSION VIEJO

**SUFFICIENT FUNDS DECLARATION
(Labor Code section 2810)**

**LANDSCAPE AND FACILITY MAINTENANCE
CONTRACT AREAS 9 & 10**

(To be executed by bidder and submitted with its bid)

Owner: City of Mission Viejo

Contract: **LANDSCAPE AND FACILITY MAINTENANCE CONTRACT AREAS 9 & 10**

I, _____, declare that I am the _____ *[insert title]* of _____ *[the entity]*, the entity making and submitting the bid for the above Contract that accompanies this Declaration, and that such bid includes sufficient funds to permit _____ *[the entity]* to comply with all local, state or federal labor laws or regulations during performance of the Contract, including payment of prevailing wage, and that _____ *[the entity]* will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on _____ 20__, at _____ *[city]*, _____ *[state]*.

Date: _____

Signature

Print Name: _____

Print Title: _____

CONTRACT AREA 9

BIDDER _____

CONTRACT AREA 9

CONTRACT AREA 9

CITY OF MISSION VIEJO
 PROPOSAL BID SHEET
 LANDSCAPE AND FACILITY MAINTENANCE

LANDSCAPE CONTRACT AREA 9 BASE BID PARKS					
Item No.	Location	Turf (Acre)	Landscape (Acre)	Rate Per Month	Rate Per Year
1	Youth Athletic Park* includes walk path to La Barca	26.12	15.13	\$	\$
2	Applegate slopes/Rustic Oak	--	8.22	\$	\$
3	Olympiad Park*	5.57	9.84	\$	\$
4	Applegate Park	1.26	.32	\$	\$
5	Trash Receptacles Services Lake Mission Viejo (11 total) Service 3 times a week			\$	\$
6	Lakeside Park	--	2.0	\$	\$
TOTAL ACREAGE AND RATES		32.95	35.51	\$	\$

*This site is subject to sports field maintenance requirements. [See Book 1, Page SP-21, Section 5.17].

LANDSCAPE CONTRACT AREA 9 BASE BID PARKWAYS					
Item No.	Location	Turf (Acre)	Landscape (Acre)	Rate Per Month	Rate Per Year
1	Marguerite Pkwy 175' North of Ameno to Olympiad	--	.04	\$	\$
2	Olympiad Road Marguerite Pkwy to Lake Entrance	--	.06	\$	\$
TOTAL ACREAGE AND RATES		--	.10	\$	\$

CONTRACT AREA 9

LANDSCAPE CONTRACT AREA 9 BASE BID SLOPES				
Location	Turf (Acre)	Landscape (Acre)	Rate Per Month	Rate Per Year
Marguerite Pkwy – East Side 175' North of Ameno to Olympiad, 6' behind sidewalk	--	.05	\$	\$
Olympiad Road – South Side from Marguerite Pkwy to Lake Entrance, 6' behind sidewalk	--	.09	\$	\$
Olympiad Park – South Side From Lake Entrance to Melinda Rd 20" behind sidewalk	--	.46	\$	\$
TOTAL ACREAGE AND RATES	--	.60	\$	\$

CONTRACT AREA 9

**CITY OF MISSION VIEJO
ANNUAL PROJECT BID SHEET**

LANDSCAPE AND FACILITY MAINTENANCE

Provide all materials, labor, equipment and incidentals to perform the following annual projects to the satisfaction of the City's Representative.

LANDSCAPE CONTRACT AREA 9 BASE BID TABLE A					
Item No.	Location	Quantity	Unit	Unit Price	Total Amount
1	Playground chips for tot lots	50	CY	\$	\$
2	Decomposed Granite w / binder "Stabilizer Gold" available at Gail Materials 714 – 279 – 1095	200	TN		
3	0" – 4" Screened mulch- per specifications	100	CY	\$	\$
4	60 R Blend Sand for sand replacement - tot lots	150	TN	\$	\$
5	Install plant replacements:				
	a. Groundcover in flats	100	EA	\$	\$
	b. 1-gallon plants	300	EA	\$	\$
	c. 5-gallon plants	200	EA	\$	\$
	d. 15-gallon trees (staked)	25	EA	\$	\$
6	Install boxed trees:				
	a. 24" box specimen staked	12	EA	\$	\$
7	Equipment Operator w / Skip Loader	80	HR	\$	\$
8	Basic Labor	100	HR	\$	\$
9	Irrigation Specialist	40	HR	\$	\$
10	Install 5 temporary baseball fields per specifications contract area 9-10, 9-11, 9-12	Lump Sum	LS	\$	\$
11	Remove 5 temporary baseball fields per specifications contract 9-10, 9-11, 9-12	Lump Sum	LS	\$	\$
TOTAL AMOUNT TABLE A – 12 Months					\$
TOTAL AMOUNT TABLE A – 24 Months					\$

NOTES:

- Playground chips are available from Artesia Sawdust 909 / 947-5983
- "60R Blend" sand is available from P.W. Gillibrand Co. in San Juan Capistrano. Contact Calen Hochstetler 949-697-4045 or email calen@pwgcoinc.com to set up an account or place an order.
- Table A unit prices shall be consistent with unit work costs included in contractors bid proposal.

CONTRACT AREA 9

**CITY OF MISSION VIEJO
CONTRACT LABOR SUMMARY**

**LANDSCAPE AND FACILITY MAINTENANCE
CONTRACT AREA 9**

Pursuant with Specifications, the following labor summary must be completed for each Contract Area showing the number of full-time positions provided by the Contractor to perform services for each Contract Area. Additionally, City staff will evaluate proposals to insure that a satisfactory number of positions have been provided for by the Contractor to insure a high level of landscape maintenance throughout the City. This Labor Summary and the selection criteria for award of contract will be used by the City to select the most responsible proposal.

Please designate the number of full-time employees that have been included in your proposal for this Contract Area.

Please show number of personnel you will have on the job 40 hours per week or hours you expect for each category below.

	<u>City's Minimum Requirements</u>	<u>Contractor's Proposed Manpower</u>
1. Supervisor	1 - 40 hours/week	_____
2. Irrigation Specialist	1.5 - 60 hours/week	_____
3. Foreperson	1 - 40 hours/week	_____
4. Landscape Laborers or Groundspersons	4 - 40 hours/week	_____
5. Equipment Operator(s) (Periodic services to include but not be limited to: turf mowing, aeration, turf vacuuming, flail mowing, verticutting, and topdressing)	80 hours/week	_____
6. Pesticide Applicator(s) (Periodic Services)	16 hours/month	_____
7. For period January through December, total full-time positions proposed	9.5	_____

To insure a high level of performance, additional manpower may be required at any time depending on the Contractor's ability to perform all work efficiently and according to all specifications. Any adjustments to manpower must occur immediately when requested by the City's Representative.

CITY OF MISSION VIEJO
PROPOSAL SHEET

LANDSCAPE AND FACILITY MAINTENANCE
CONTRACT AREA 9

All costs should reflect all other bid sheets for this contract. All costs are for the addition or deletion of individual services as described at the City's discretion.

MEDIANS, SLOPES, QUADS AND PARKWAYS

<u>Plant Material</u>	<u>Unit Cost/Month</u>
Turf	Per Acre: \$ _____
Landscape	Per Acre: \$ _____

PARKS AND FACILITIES MAINTENANCE

<u>Plant Material</u>	<u>Unit Cost/Month</u>
Turf	Per Acre: \$ _____
Landscape	Per Acre: \$ _____

HOURLY RATES

<u>Position</u>	<u>Regular Time</u>	<u>Overtime</u>
Supervisor	\$ _____	\$ _____
Laborer	\$ _____	\$ _____
Specialty Personnel:		
A. _____	\$ _____	\$ _____
B. _____	\$ _____	\$ _____
C. _____	\$ _____	\$ _____

CONTRACT AREA 9

CITY OF MISSION VIEJO
UNIT WORK COSTS
(ADDITIONS AND DELETIONS)

LANDSCAPE AND FACILITY MAINTENANCE

Item	Description	Unit Cost	Unit
I Turf Maintenance			
1	Mowing	\$	Acre
2	Edge and trim	\$	LF
3	Fertilization	\$	Acre
4	Aerification	\$	Acre
5	Verticutting (dethatching)	\$	Acre
6	Weed control	\$	Acre
7	Pest control	\$	Acre
8	Irrigation		
	a. Repairs	\$	Acre
	b. Installation	\$	Acre
II Ground Cover, Shrub & Tree Maintenance			
9	Edge and trim	\$	LF
10	Weed and clean-up	\$	Acre
11	Fertilization		
	a. Soil injections	\$	Acre
	b. Foliar application	\$	Acre
	c. Dry formulation placement	\$	Acre
12	Pest control	\$	Hour
13	Pruning trees (up to 25' per specifications)	\$	EA
14	Encroachment pruning (100 lineal feet x 15' height)	\$	EA
15	Vertical mulch trees	\$	EA
16	Vegetation removal	\$	Acre
III Plant Material (Installed)			
17	Annual color (4" container)	\$	EA
18	Ground cover	\$	Flat
19	1-Gallon shrub	\$	EA
20	5-Gallon shrub	\$	EA
21	15-Gallon shrub	\$	EA
22	15-Gallon tree	\$	EA
23	24" Box tree	\$	EA

CONTRACT AREA 9

Item	Description	Unit Cost	Unit
24	Seeded turf	\$	SF
25	Sodded turf	\$	SF
26	Stolonized turf	\$	SF
27	Overseeded turf with perennial rye or fescue @ 8 lbs per 1000 sq. ft	\$	SF
IV Weed Abatement (Labor, Equipment & Materials)			
28	Tractor drawn disc	\$	Acre
29	Hand work/string trimmer	\$	Acre
30	Flail mowing	\$	Acre
31	Pre-emergent herbicide (Broadspectrum)	\$	Acre
32	Post-emergent herbicide	\$	Acre
V Bulk Materials (Labor, Equipment & Materials to Install)			
33	"Stabilizer Gold" Gail Materials (951) 279-1095		
	Less than 12 CY 1256 Magnolia Ave. Greater than 12 CY Corona, CA 92879	\$ \$	CY CY
34	Playground sand 60 R Blend – per specifications medium/fine texture		
	Less than 12 CY Greater than 12 CY	\$ \$	CY CY
35	Playground wood chips – per specifications		
	Less than 12 CY Greater than 12 CY	\$ \$	CY CY
36	Temporary vinyl construction fence 4' high, stakes 6' OC less than 500'	\$	LF
	4' high, stakes 8' OC greater than 500'	\$	LF
37	Planting bed mulch (4" grind)		
	Less than 12 CY Greater than 12 CY	\$ \$	CY CY
VI Equipment (4-Hour Minimum with Operator)			
38	Skiploader	\$	Hour
		\$	Day
39	Vibratory roller (3,000 lb.)	\$	Hour
40	Sod cutter	\$	Hour
41	Machine tamp ("whacker")	\$	Hour
42	Air compressor/jackhammer/200' hose	\$	Hour
43	Chipper w/operator(s)	\$	Hour
		\$	Day

CONTRACT AREA 9

Item	Description	Unit Cost	Unit
VII	Erosion Control Provision (Labor, Materials and Equipment Installed)		
44	Visqueen on slope include sandbags 10' OC staked Less than 1,000 SF Greater than 1,000 SF	\$ \$	SF SF
45	Sandbags installed Less than 100 Greater than 100	\$ \$	EA EA
46	Silt fence 24" installed per OC Std. Plan Detail 455 Less than 100 LF Greater than 100 LF	\$ \$	LF LF
47	"Jute mesh" fabric w/installation staples Less than 1,000 SF Greater than 1,000 SF	\$ \$	SF SF
48	Straw waddle installed per City standard plan Less than 1000 LF Greater than 1000 LF	\$ \$	LF LF

CONTRACT AREA 9

BASE BID

**CITY OF MISSION VIEJO
TEMPORARY BASEBALL FIELD CHANGE-OUTS**

**LANDSCAPE AND FACILITY MAINTENANCE
CONTRACT AREA 9
MARTY RUSSO YOUTH ATHLETIC PARK**

Refer to Diagram A (following page).

Install 5 Temporary Baseball Fields

- Little League to flag approximate field locations.
 - Shoot all base locations to insure square layout from home plate.
 - Paint proposed cutout locations.
1. Sod cut existing turf in diameters shown.
 2. Excavate 4" to install in field mix per specifications and compact with mechanical tamp. Apply moisture during compaction process to avoid later settlement of brickdust.
 3. Set finish elevation of field mix per specifications slightly above finish grade of turf. League to install base anchors and bases.

Field Changes from 5 Baseball Fields to Soccer Fields

1. Remove existing brickdust from base locations and haul to sanitary landfill.
2. Remove base anchors and return to Park and Landscape Inspector.
3. Install amended topsoil (30% by volume nitrolized fir shavings).
4. Tamp topsoil and finish rake to desired grade.
5. Install Tifway II hybrid Bermuda sod insuring all seams between sod rolls are installed without gaps. Sod left on pallets and not immediately installed may be rejected.
6. Hand water all sod installations daily if required until established (minimum 2 weeks).
7. Immediately replace all sodded turf that shows any sign of discoloration or damage after installation for a period of 30 days from the date of installation.
8. Sodding of wear areas around temporary fields will also be included ie: Temporary dugout areas and spectator areas.

CONTRACT AREA 9

For All Field Change-Outs

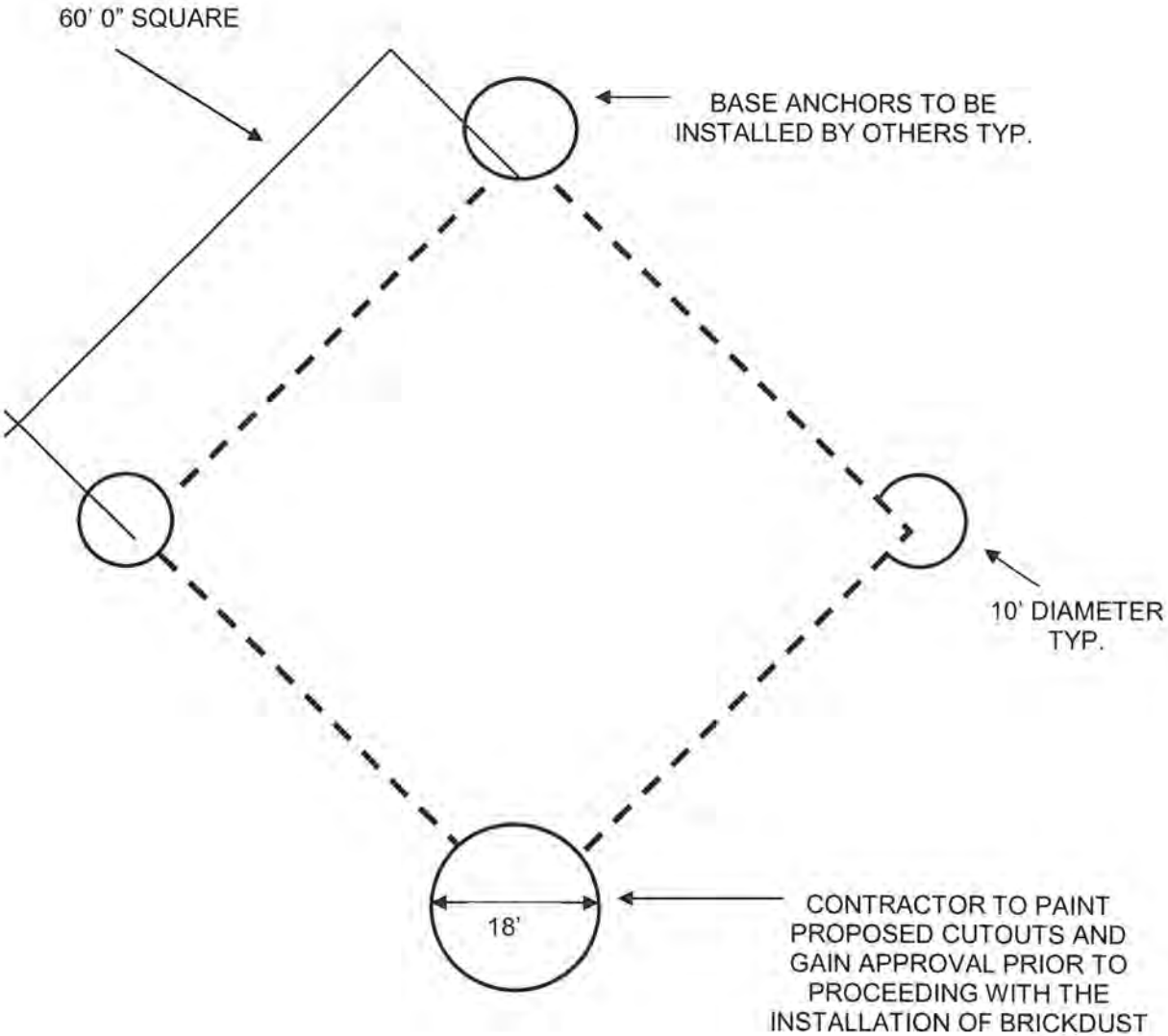
Refer to Diagram A on following page for dimensions of a typical baseball field layout. Protect in place all existing turf and irrigation systems. Remove all debris generated to the sanitary landfill or approved dump site. Coordinate all work with the City Representative prior to proceeding.

CONTRACT AREA 9

BASE BID

CITY OF MISSION VIEJO
DIAGRAM A

LANDSCAPE AND FACILITY MAINTENANCE
CONTRACT AREA 9



CONTRACT AREA 9

CITY OF MISSION VIEJO
EQUIPMENT INVENTORY

LANDSCAPE AND FACILITY MAINTENANCE

The following equipment shall be provided by the Contractor for landscape maintenance operations in the City of Mission Viejo. Equipment may be owned, leased, and /or rented by the Contractor. All equipment shall receive scheduled preventive maintenance to promote equipment reliability and ensure optimum performance at all times. All equipment is subject to City Representative's approval. Any piece of equipment deemed unsatisfactory by City Representative or Public Services Operations Manager shall be repaired or replaced immediately. Indicate whether equipment to be provided for the performance of this contract is owned (**O**) or rented (**R**) and include quantity owned and model and year of equipment.

Checklist:

Mowing Equipment

(Indicate "O" or "R" below)

- _____ A) Mechanically, ground driven or Hydraulic driven gang reel mowers capable of providing variable cutting widths and cutting heights of 1" shall be used on warm season turf grasses such as common Bermuda and Kikuyu grasses.
- _____ B) Hydraulic-driven reel mower with reels having a minimum of nine blades commonly referred to as Triplex mowers shall be used on all hybrid Bermuda turf grasses and mixed turf areas of predominantly warm-season turf as deemed necessary by City Representative or Public Services Operations Manager. Mowers shall provide a maximum cutting width not to exceed 84". Mowers shall be capable of providing cutting heights from ¾" to ½" and have the ability of collecting grass clippings if deemed necessary by City Representative or Public Services Operations Manager.
- _____ C) Rotary mowing lawn tractors shall be used to cut cool season grasses or overseeded dormant Bermuda. Mower deck widths shall vary depending on terrain and location; however a minimum width of 60" shall be maintained. Mowers shall be capable of providing cutting heights from 1½" to 3", and have the ability to collect grass clippings if deemed necessary by City Representative or Public Services Operations Manager.
- _____ D) Self-propelled walk behind reel mowers "Greens Type" with the capability of collecting grass clippings will be required on small turf areas of Hybrid Bermuda grasses. Mowers shall be complete with groomers, rollers, grass collection and verticutting attachments. Minimum cutting width of 21".

O - Equipment owned and is available when needed.

R - Equipment will be rented as needed.

CONTRACT AREA 9

Vertical Mowers/Dethatcher

- _____ A) Self-propelled walk behind vertical cutting mowers (renovators), shall be used on small turf areas such as: areas not easily accessed by larger vertical cutting mowers, or areas deemed necessary by City Representative or Public Services Operations Manager.

- _____ B) A vertical cutting mower (dethatcher) hydraulically or P.T.O. driven from attached tractor with a minimum cutting width of 60" shall be used on large turf areas. Blades shall be free swinging and spaced a maximum of 2" apart.

- _____ C) A vertical cutting mower (renovator) hydraulically or P.T.O. driven from attached tractor with fixed ¼" thick, 12" diameter, 8-10 pointed slicing type blades, spaced a maximum of 2" apart, shall be used on all hybrid Bermuda grasses.

Flail Mower

- _____ A flail mower hydraulically or P.T.O. driven from attached tractor with a minimum cutting width of 60" shall be used on all areas requiring periodic weed abatement mowing, i.e., open space areas. Flail mower shall be equipped with appropriate type, free-swinging blades spaced a maximum of 2" apart.

Turf Vacuum/Power Rake

- _____ Contractor shall include a turf vacuum/power rake having the capability to pick up grass clippings, leaves, verticut clippings, aeration plugs and other debris. Turf vacuum/power rake shall be a minimum of 60" wide, and have an agitating raking mechanism to aid in the proficiency of the vacuum.

Aerators

- _____ A) Walk behind; self-propelled aerators shall be used on smaller turf areas such as: areas not easily accessed by larger aerators, or other areas deemed necessary by City Parks and Landscape Inspector and Maintenance Services Manager. Aerators shall have tines ½" in diameter spaced a maximum of 3" apart.

- _____ B) Aerators a minimum of 60" wide shall be used on large turf areas. Aerators shall run under their own power or be pulled from an attached tractor. Aerators shall be capable of following contours and minor grade changes in the turf grasses. Aerator tines shall be ¾" in diameter, spaced a maximum of 3" apart and be capable of penetrating the soil to a minimum depth of 3". Aerators capable of collecting plugs for removal may be required by the City Representative.

Fertilizer Spreader

- _____ Contractor shall include a fertilizer spreader, P.T.O. driven from attached tractor with a minimum hopper capacity of 600 lbs.

O - Equipment owned and is available when needed.
R - Equipment will be rented as needed.

CONTRACT AREA 9

Utility Tractor

_____ Contractor shall include a utility tractor capable of operating specified equipment. Tractor shall provide power to auxiliary equipment. Power provided (hydraulic or P.T.O.) shall be within manufacturer specified limits for attached equipment, i.e., dethatching, aerating, turf vacuuming implements.

Topdresser

_____ Contractor performing maintenance on athletic fields will need to include a topdressing machine or be expected to rent and provide this type of equipment for this periodic service. Topdresser shall be capable of spreading ¼" of topdressing mix on a 300' x 200' soccer field in a normal working day.

Irrigation Remote Control Unit

_____ Contractor shall include a Rain Master remote control transmitter and receiver model ProMax-UA to aid in the proficiency of irrigation maintenance. One remote for each irrigation specialist.

Pesticide Application Equipment

_____ Contractor shall include a large capacity (200-gallon minimum) pesticide sprayer. Sprayer shall have a minimum 10' spray boom for broadcast application of herbicides and liquid fertilizers. Sprayer shall also have a spray wand/gun with a minimum of 200' of hose.

Utility Vehicles

_____ For general maintenance and frequent hauling across turf areas only utility vehicles will be utilized. Examples are Cushman, Daihatsu, John Deere Gator, Kawasaki Mule.

Chipper

_____ Examples are: Vermeer 1600A brush chipper or approved equal.

Traffic Control Devices

_____ Arrowboard (solar/battery) towable.

_____ General traffic control devices such as, but not limited to: Construction signs, warning signs, high-level warning devices, delineators, regulatory signs, barricades, plates, hand-held devices, etc.

_____ **O** - Equipment owned and is available when needed.

R - Equipment will be rented as needed.

CONTRACT AREA 9

**CITY OF MISSION VIEJO
FACILITIES, EQUIPMENT AND REFERENCE EVALUATION**

LANDSCAPE AND FACILITY MAINTENANCE

Pursuant with the City of Mission Viejo's desire to maintain a high standard of excellence in landscape maintenance, the Public Services Division has developed a Facilities, Equipment and Reference Evaluation to be completed prior to executing contract documents. In the event that the Contractor fails to meet the following criteria satisfactorily, and at the discretion of the Public Services Operations Manager, the proposal may be rejected and next responsible proposal evaluated.

Each item will be evaluated and ratings will be given as satisfactory or unsatisfactory. If unsatisfactory ratings are given, a written comment will be included.

1. Review of Labor

Contractor shall provide at a facility's walk-through a list of personnel satisfying minimum requirements to include a brief background including years of experience and licenses held (if applicable). Refer to labor summary for list of job titles.

Rating: _____

Comments: _____

2. Equipment Inventory

Contractor shall provide a list of equipment showing manufacturer, width of implement, and age of equipment used for each contract area (see Landscape Maintenance Equipment Inventory).

Rating: _____

Comments: _____

CONTRACT AREA 9

3. **Facilities Evaluation**

The City will evaluate the following:

Rating

Communication System

(number of employees with cell phones or PDA's only)

Truck Fleet

Traffic Control Devices/Equipment

Contractor's Yard

4. **References**

Contractor shall provide the City with references to contact that substantiate comparable landscape maintenance duties within a municipality, county or state.

Rating: _____

Comments: _____

5. **Summary Evaluation**

It is recommended that _____, Contractor, proposal be accepted or rejected after evaluation of the foregoing criteria for satisfactory compliance.

Comments: _____

Evaluator/Title: _____

Date: _____

CONTRACT AREA 10

CONTRACT AREA 10

CITY OF MISSION VIEJO
PROPOSAL BID SHEET

LANDSCAPE AND FACILITY MAINTENANCE
BASE BID

LANDSCAPE CONTRACT AREA 10 BASE BID					
Item No.	Location	Turf (Acre)	Landscape (Acre)	Rate Per Month	Rate Per Year
1	Gilleran*	9.06	8.86	\$	\$
2	Curtis Park*	4.72	4.97	\$	\$
3	Beebe Park*	6.63	5.06	\$	\$
4	Open Space Surrounding parks & between sites		91.0	\$	\$
TOTAL ACREAGE AND RATES		20.41	18.89	\$	\$
TOTAL ACREAGE OPEN SPACE			91.00		

*This site is subject to sports field maintenance requirements. [See Book 1, Page SP-21, Section 5.17]

CONTRACT AREA 10

**CITY OF MISSION VIEJO
ANNUAL PROJECT BID SHEET**

LANDSCAPE AND FACILITY MAINTENANCE

Provide all materials, labor, equipment and incidentals to perform the following annual projects to the satisfaction of the City's Representative.

LANDSCAPE CONTRACT AREA 10 BASE BID TABLE B					
Item No.	Location	Quantity	Unit	Unit Price	Total Amount
1	Playground chips for tot lots (see notes)	100	CY	\$	\$
2	a. Install plant replacement Ground cover in flats	100	EA	\$	\$
	b. 1-gallon plants	300	EA	\$	\$
	c. 5-gallon plants	200	EA	\$	\$
	d. 15-gallon trees (staked)	25	EA	\$	\$
	e. 24" box specimens	12	EA	\$	\$
3	0" - 4" Grind, screened mulch – per specifications	100	CY	\$	\$
4	Decomposed Granite w / binder "Stabilizer Gold" available at Gail Materials 714-279 - 1095	200	TN	\$	\$
5	Equipment Operator / w Skip Loader	80	HR	\$	\$
6	Basic Labor	100	HR	\$	\$
7	Irrigation Specialist Labor	40	HR	\$	\$
8	Install 8 temporary baseball fields per specifications contract area 10-10, 10-11, and 10-12	Lump Sum	LS	\$	\$
9	Remove 8 temporary baseball fields per specifications contract 10-10, 10-11, and 10-12	Lump Sum	LS	\$	\$
TOTAL AMOUNT TABLE B – 12 Months					\$
TOTAL AMOUNT TABLE B – 24 Months					\$

NOTES:

- Playground chips are available from Artesia Sawdust 909 / 947-5983
- "60R Blend" sand is available from P.W. Gillibrand Co. in San Juan Capistrano. Contact Calen Hochstetler 949-697-4045 or email calen@pwgcoinc.com to set up an account or place an order.
- Table A unit prices shall be consistent with unit work costs included in contractors bid proposal.

CONTRACT AREA 10

CITY OF MISSION VIEJO
SUMMATION – PROPOSAL FORM

LANDSCAPE AND FACILITY MAINTENANCE
CONTRACT AREA 10
BASE BID

BASE BID				
Contract Area 10	Total Acreage	Rate Per Month	Rate Per 12 Months	Rate Per 24 Months
Turf	20.41	\$	\$	\$
Landscape	18.89	\$	\$	\$
Open Space	91.00	\$	\$	\$
Total Amount – Base Bid	130.3	\$	\$	\$

A. Initial Annual Contract Period (Base Bid, Including Table B) will be for twenty-four (24) months from July 1, 2023, to June 30, 2025, in a not-to-exceed amount of written figures

\$ _____.

B. Initial Annual Contract Period (Base Bid, Including Table B) will be for twenty-four (24) months from July 1, 2023, to June 30, 2025, in a not-to-exceed amount of **written in words:**

\$ _____
_____.

C. Contractors **must** bid on both Area 9 and Area 10 contracts to be eligible for awarding considerations.

1. Area 9 Base Bid, including Table A (24 Months) \$ _____

2. Area 10 Base Bid, including Table B (24 Months) \$ _____

3. **Total Amounts (Area 9 & Area 10)** \$ _____

**Comparative Bid*

D. The City may elect to exercise an extension to renew this contract for an additional term of one (1) two (2) years on a renewal period, contingent upon satisfactory work of Contractor. The City will not authorize and the City Council may not approve more than a maximum two percent (2%) increase per year on the calculated Initial Annual Contract Period amount listed in Item A above.

1. Will this extension be granted by vendor? Yes No

CONTRACT AREA 10

2. The two- year extension will be in the amount of _____ for a twenty-four (24) month period, pending no additional areas of responsibility have been added.
3. **The actual amount of the contract will be determined by the City Council adopted budget. The actual work efforts in table A will be based on needed services throughout the term of the contract and available funding.**
4. Proposals will be awarded as noted in the Notice Inviting Bids section of Book 1.

CONTRACT AREA 10

**CITY OF MISSION VIEJO
CONTRACT LABOR SUMMARY**

**LANDSCAPE AND FACILITY MAINTENANCE
CONTRACT AREA 10**

Pursuant with Specifications, the following labor summary must be completed for each Contract Area showing the number of full-time positions provided by the Contractor to perform services for each Contract Area. Additionally, City staff will evaluate proposals to insure that a satisfactory number of positions have been provided for by the Contractor to insure a high level of landscape maintenance throughout the City. This Labor Summary and the selection criteria for award of contract will be used by the City to select the most responsible proposal.

Please designate the number of full-time employees that have been included in your proposal for this Contract Area.

Please show number of personnel you will have on the job 40 hours per week or hours you expect for each category below.

	<u>City's Minimum Requirements</u>	<u>Contractor's Proposed Manpower</u>
1. Supervisor (on-site)	1-40 hours/week	_____
2. Irrigation Specialist	1-40 hours/week	_____
3. Foreman	1-40 hours/week	_____
4. Landscape Laborers or Groundspersons	4-40 hours/week	_____
5. Equipment Operator(s) (Periodic services to include but not be limited to: turf mowing, aeration, turf vacuuming, flail mowing, verticutting, and topdressing)	1-40 hours/week	_____
6. Pesticide Applicator(s) (Periodic Services)	16 hours/month	_____
7. For period January through December, total full-time positions proposed	8	_____

To insure a high level of performance, additional manpower may be required at any time depending on the Contractor's ability to perform all work efficiently and according to all specifications. Any adjustments to manpower must occur immediately when requested by the City's Representative.

CITY OF MISSION VIEJO
PROPOSAL SHEET

LANDSCAPE AND FACILITY MAINTENANCE
CONTRACT AREA 10

All costs should reflect all other bid sheets for this contract. All costs are for the addition or deletion of individual services as described at the City's discretion.

MEDIANS, SLOPES, QUADS AND PARKWAYS

<u>Plant Material</u>	<u>Unit Cost/Month</u>
Turf	Per Acre: \$ _____
Landscape	Per Acre: \$ _____

PARKS AND FACILITIES MAINTENANCE

<u>Plant Material</u>	<u>Unit Cost/Month</u>
Turf	Per Acre: \$ _____
Landscape	Per Acre: \$ _____

HOURLY RATES

<u>Position</u>	<u>Regular Time</u>	<u>Overtime</u>
Supervisor	\$ _____	\$ _____
Laborer	\$ _____	\$ _____
Specialty Personnel:		
A. Irrigation Specialist	\$ _____	\$ _____
B. Pesticide Applicator	\$ _____	\$ _____
C. Equipment Operator	\$ _____	\$ _____

CONTRACT AREA 10

CITY OF MISSION VIEJO
 UNIT WORK COSTS
 (ADDITIONS AND DELETIONS)

LANDSCAPE AND FACILITY MAINTENANCE

Item	Description	Unit Cost	Unit
I Turf Maintenance			
1	Mowing	\$	Acre
2	Edge and trim	\$	LF
3	Fertilization	\$	Acre
4	Aerification	\$	Acre
5	Verticutting (dethatching)	\$	Acre
6	Weed control	\$	Acre
7	Pest control	\$	Acre
8	Irrigation		
	a. Repairs	\$	Acre
	b. Installation	\$	Acre
II Ground Cover, Shrub & Tree Maintenance			
9	Edge and trim	\$	LF
10	Weed and clean-up	\$	Acre
11	Fertilization		
	a. Soil injections	\$	Acre
	b. Foliar application	\$	Acre
	c. Dry formulation placement	\$	Acre
12	Pest control	\$	Hour
13	Pruning trees (up to 25' per specifications)	\$	EA
14	Encroachment pruning (100 lineal feet x 15' height)	\$	EA
15	Vertical mulch trees	\$	EA
16	Vegetation removal	\$	Acre
III Plant Material (Installed)			
17	Annual color (4" container)	\$	EA
18	Ground cover	\$	Flat
19	1-Gallon shrub	\$	EA
20	5-Gallon shrub	\$	EA
21	15-Gallon shrub	\$	EA
22	15-Gallon tree	\$	EA
23	24" Box tree	\$	EA

CONTRACT AREA 10

Item	Description	Unit Cost	Unit
24	Seeded turf	\$	SF
25	Sodded turf	\$	SF
26	Stolonized turf	\$	SF
27	Overseeded turf with perennial rye or fescue @ 8 lbs per 1000 sq. ft	\$	SF
IV Weed Abatement (Labor, Equipment & Materials)			
28	Tractor drawn disc	\$	Acre
29	Hand work/string trimmer	\$	Acre
30	Flail mowing	\$	Acre
31	Pre-emergent herbicide (Broadspectrum)	\$	Acre
32	Post-emergent herbicide	\$	Acre
V Bulk Materials (Labor, Equipment & Materials to Install)			
33	"Stabilizer Gold" Gail Materials (951) 279-1095		
	Less than 12 CY 1256 Magnolia Ave. Greater than 12 CY Corona, CA 92879	\$ \$	CY CY
34	Playground sand 60 R Blend – per specifications medium/fine texture		
	Less than 12 CY Greater than 12 CY	\$ \$	CY CY
35	Playground wood chips – per specifications		
	Less than 12 CY Greater than 12 CY	\$ \$	CY CY
36	Temporary vinyl construction fence 4' high, stakes 6' OC less than 500'	\$	LF
	4' high, stakes 8' OC greater than 500'	\$	LF
37	Planting bed mulch (4" grind)		
	Less than 12 CY Greater than 12 CY	\$ \$	CY CY
VI Equipment (4-Hour Minimum with Operator)			
38	Skiploader	\$	Hour
		\$	Day
39	Vibratory roller (3,000 lb.)	\$	Hour
40	Sod cutter	\$	Hour
41	Machine tamp ("whacker")	\$	Hour
42	Air compressor/jackhammer/200' hose	\$	Hour
43	Chipper w/operator(s)	\$	Hour
		\$	Day

CONTRACT AREA 10

Item	Description	Unit Cost	Unit
VII Erosion Control Provision (Labor, Materials and Equipment Installed)			
44	Visqueen on slope include sandbags 10' OC staked		
	Less than 1,000 SF	\$	SF
	Greater than 1,000 SF	\$	SF
45	Sandbags installed		
	Less than 100	\$	EA
	Greater than 100	\$	EA
46	Silt fence 24" installed per OC Std. Plan Detail 455		
	Less than 100 LF	\$	LF
	Greater than 100 LF	\$	LF
47	"Jute mesh" fabric w/installation staples		
	Less than 1,000 SF	\$	SF
	Greater than 1,000 SF	\$	SF
48	Straw waddle installed per City standard plan		
	Less than 1000 LF	\$	LF
	Greater than 1000 LF	\$	LF

CONTRACT AREA 10

BASE BID

**CITY OF MISSION VIEJO
TEMPORARY BASEBALL FIELD CHANGE-OUTS**

**LANDSCAPE AND FACILITY MAINTENANCE
CONTRACT AREA 10
CURTIS PARK AND GILLERAN PARK**

Refer to Diagram A (following page).

Install 8 Temporary Baseball Fields

- Little League to flag approximate field locations.
 - Shoot all base locations to insure square layout from home plate.
 - Paint proposed cutout locations.
1. Sod cut existing turf in diameters shown.
 2. Excavate 4" to install infield mix per specifications and compact with mechanical tamp. Apply moisture during compaction process to avoid later settlement of brickdust.
 3. Set finish elevation of brickdust slightly above finish grade of turf. League to install base anchors and bases.

Field Changes from 8 Baseball Fields to Soccer Fields

1. Remove existing infield mix per specifications from base locations and haul to sanitary landfill.
2. Remove base anchors and return to Park and Landscape Inspector.
3. Install amended topsoil (30% by volume nitrolized fir shavings).
4. Tamp topsoil and finish rake to desired grade.
5. Install Tifway II hybrid bermuda sod insuring all seams between sod rolls are installed without gaps. Sod left on pallets and not immediately installed may be rejected.
6. Hand water all sod installations daily if required until established (minimum 2 weeks).
7. Immediately replace all sodded turf that shows any sign of discoloration or damage after installation for a period of 30 days from the date of installation.
8. Sodding of wear areas around temporary fields will also be included ie: Temporary dugouts and spectator areas.

CONTRACT AREA 10

For All Field Change-Outs

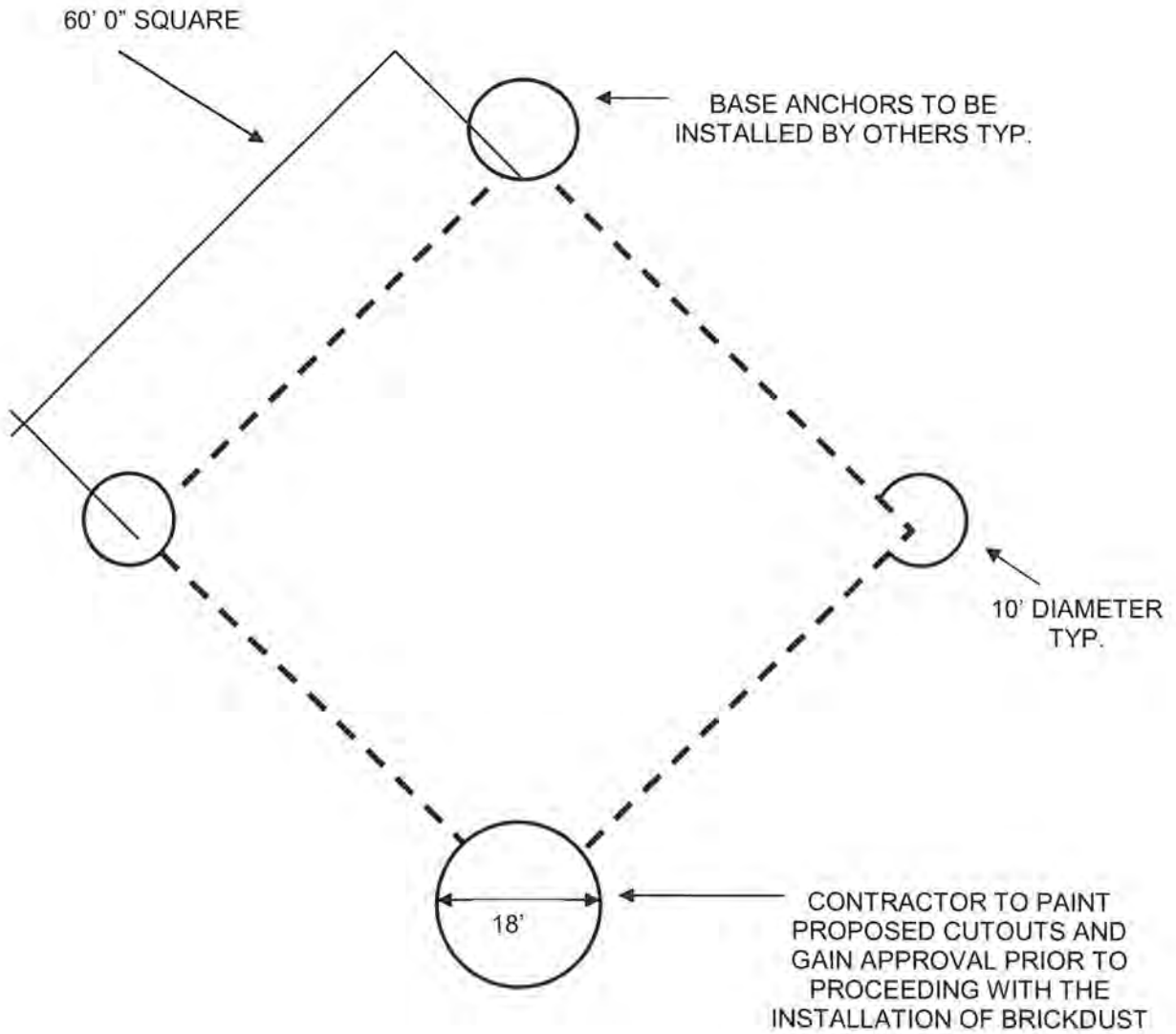
Refer to Diagram A on following page for dimensions of a typical baseball field layout. Protect in place all existing turf and irrigation systems. Remove all debris generated to the sanitary landfill or approved dump site. Coordinate all work with the Park and Landscape Inspector prior to proceeding. Contractor is responsible for all labor, equipment and materials.

CONTRACT AREA 10

BASE BID

CITY OF MISSION VIEJO
DIAGRAM A

LANDSCAPE AND FACILITY MAINTENANCE
CONTRACT AREA 10



**CITY OF MISSION VIEJO
EQUIPMENT INVENTORY**

LANDSCAPE AND FACILITY MAINTENANCE

The following equipment shall be provided by the Contractor for landscape maintenance operations in the City of Mission Viejo. Equipment may be owned, leased, and /or rented by the Contractor. All equipment shall receive scheduled preventive maintenance to promote equipment reliability and ensure optimum performance at all times. All equipment is subject to City Representative's approval. Any piece of equipment deemed unsatisfactory by City Representative or Public Services Operations Manager shall be repaired or replaced immediately. Indicate whether equipment to be provided for the performance of this contract is owned (**O**) or rented (**R**) and include quantity owned and model and year of equipment.

Checklist:

Mowing Equipment

(Indicate "O" or "R" below)

- _____ A) Mechanically, ground driven or Hydraulic driven gang reel mowers capable of providing variable cutting widths and cutting heights of 1" shall be used on warm season turf grasses such as common Bermuda and Kikuyu grasses.

- _____ B) Hydraulic-driven reel mower with reels having a minimum of nine blades commonly referred to as Triplex mowers shall be used on all hybrid Bermuda turf grasses and mixed turf areas of predominantly warm-season turf as deemed necessary by City Representative or Public Services Operations Manager. Mowers shall provide a maximum cutting width not to exceed 84". Mowers shall be capable of providing cutting heights from ¾" to ½" and have the ability of collecting grass clippings if deemed necessary by City Representative or Public Services Operations Manager.

- _____ C) Rotary mowing lawn tractors shall be used to cut cool season grasses or overseeded dormant Bermuda. Mower deck widths shall vary depending on terrain and location; however a minimum width of 60" shall be maintained. Mowers shall be capable of providing cutting heights from 1½" to 3", and have the ability to collect grass clippings if deemed necessary by City Representative or Public Services Operations Manager.

- _____ D) Self-propelled walk behind reel mowers "Greens Type" with the capability of collecting grass clippings will be required on small turf areas of Hybrid Bermuda grasses. Mowers shall be complete with groomers, rollers, grass collection and verticutting attachments. Minimum cutting width of 21".

O - Equipment owned and is available when needed.

R - Equipment will be rented as needed.

CONTRACT AREA 10

Vertical Mowers/Dethatcher

- _____ A) Self-propelled walk behind vertical cutting mowers (renovators), shall be used on small turf areas such as: areas not easily accessed by larger vertical cutting mowers, or areas deemed necessary by City Representative or Public Services Operations Manager.
- _____ B) A vertical cutting mower (dethatcher) hydraulically or P.T.O. driven from attached tractor with a minimum cutting width of 60" shall be used on large turf areas. Blades shall be free swinging and spaced a maximum of 2" apart.
- _____ C) A vertical cutting mower (renovator) hydraulically or P.T.O. driven from attached tractor with fixed ¼" thick, 12" diameter, 8-10 pointed slicing type blades, spaced a maximum of 2" apart, shall be used on all hybrid Bermuda grasses.

Flail Mower

- _____ A flail mower hydraulically or P.T.O. driven from attached tractor with a minimum cutting width of 60" shall be used on all areas requiring periodic weed abatement mowing, i.e., open space areas. Flail mower shall be equipped with appropriate type, free-swinging blades spaced a maximum of 2" apart.

Turf Vacuum/Power Rake

- _____ Contractor shall include a turf vacuum/power rake having the capability to pick up grass clippings, leaves, verticut clippings, aeration plugs and other debris. Turf vacuum/power rake shall be a minimum of 60" wide, and have an agitating raking mechanism to aid in the proficiency of the vacuum.

Aerators

- _____ A) Walk behind, self-propelled aerators shall be used on smaller turf areas such as: areas not easily accessed by larger aerators, or other areas deemed necessary by City Representative and Public Services Operations Manager. Aerators shall have tines ½" in diameter spaced a maximum of 3" apart.
- _____ B) Aerators a minimum of 60" wide shall be used on large turf areas. Aerators shall run under their own power or be pulled from an attached tractor. Aerators shall be capable of following contours and minor grade changes in the turf grasses. Aerator tines shall be ¾" in diameter, spaced a maximum of 3" apart and be capable of penetrating the soil to a minimum depth of 3". Aerators capable of collecting plugs for removal may be required by the City Representative.

Fertilizer Spreader

- _____ Contractor shall include a fertilizer spreader, P.T.O. driven from attached tractor with a minimum hopper capacity of 600 lbs.

O - Equipment owned and is available when needed.
R - Equipment will be rented as needed.

CONTRACT AREA 10

Utility Tractor

- _____ Contractor shall include a utility tractor capable of operating specified equipment. Tractor shall provide power to auxiliary equipment. Power provided (hydraulic or P.T.O.) shall be within manufacturer specified limits for attached equipment, i.e., dethatching, aerating, turf vacuuming implements.

Topdresser

- _____ Contractor performing maintenance on athletic fields will need to include a topdressing machine or be expected to rent and provide this type of equipment for this periodic service. Topdresser shall be capable of spreading ¼" of topdressing mix on a 300' x 200' soccer field in a normal working day.

Irrigation Remote Control Unit

- _____ Contractor shall include a Rain Master remote control transmitter and receiver model ProMax-UA to aid in the proficiency of irrigation maintenance. One remote for each irrigation specialist.

Pesticide Application Equipment

- _____ Contractor shall include a large capacity (200-gallon minimum) pesticide sprayer. Sprayer shall have a minimum 10' spray boom for broadcast application of herbicides and liquid fertilizers. Sprayer shall also have a spray wand/gun with a minimum of 200' of hose.

Utility Vehicles

- _____ For general maintenance and frequent hauling across turf areas only utility vehicles will be utilized. Examples are Cushman, Daihatsu, John Deere Gator, Kawasaki Mule.

Chipper

- _____ Examples are: Vermeer 1600A brush chipper or approved equal.

Traffic Control Devices

- _____ Arrowboard (solar/battery) towable.
- _____ General traffic control devices such as, but not limited to: Construction signs, warning signs, high-level warning devices, delineators, regulatory signs, barricades, plates, hand-held devices, etc.

_____ O - Equipment owned and is available when needed.

_____ R - Equipment will be rented as needed.

CONTRACT AREA 10

**CITY OF MISSION VIEJO
FACILITIES, EQUIPMENT AND REFERENCE EVALUATION
LANDSCAPE AND FACILITY MAINTENANCE**

Pursuant with the City of Mission Viejo's desire to maintain a high standard of excellence in landscape maintenance, the Public Services Division has developed a Facilities, Equipment and Reference Evaluation to be completed prior to executing contract documents. In the event that the Contractor fails to meet the following criteria satisfactorily, and at the discretion of the Public Services Operations Manager, the proposal may be rejected and next responsible proposal evaluated.

Each item will be evaluated and ratings will be given as satisfactory or unsatisfactory. If unsatisfactory ratings are given, a written comment will be included.

1. **Review of Labor**

Contractor shall provide at a facility's walk-through a list of personnel satisfying minimum requirements to include a brief background including years of experience and licenses held (if applicable). Refer to labor summary for list of job titles.

Rating: _____

Comments: _____

2. **Equipment Inventory**

Contractor shall provide a list of equipment showing manufacturer, width of implement, and age of equipment used for each contract area (see Landscape Maintenance Equipment Inventory).

Rating: _____

Comments: _____

CONTRACT AREA 10

3. **Facilities Evaluation**

The City will evaluate the following:

Rating

Communication System

(number of employees cell phones or PDA's only)

Truck Fleet

Traffic Control Devices/Equipment

Contractor's Yard

4. **References**

Contractor shall provide the City with references to contact that substantiate comparable landscape maintenance duties within a municipality, county or state.

Rating: _____

Comments: _____

5. **Summary Evaluation**

It is recommended that _____, Contractor, proposal be accepted or rejected after evaluation of the foregoing criteria for satisfactory compliance.

Comments: _____

Evaluator/Title: _____

Date: _____



City of Mission Viejo

200 Civic Center
Mission Viejo, CA 92691
Phone (949) 470-3059

purchasing@cityofmissionviejo.org

Vendor Approval Application

Please type or print in black ink. All vendor information must be complete and application must be signed. A signed Form W-9 must accompany this application.

Name of City Employee requesting this information: _____

Business Information:

*Company Name _____

*Address _____ *Suite _____

*City _____ *State _____ *Zip _____

*Contact Name/Title _____ Email _____

*Phone (_____) _____ *Website _____

Accts Receivable Contact Name _____ E-Mail _____

*Remit Address _____ *State _____ *Zip _____

Accts Receivable Phone _____

Where is your DBA registered? _____

Year Established _____ Incorporated: Year _____ State _____

Product or Services provided _____

Standard Terms:

Net 30 2% 10 Net 30 Other _____

Current California License or Certifications(s) (Examples: Contractor, Instructors, Health Dept, Architectural, Sports/Fitness, etc.):

Type _____ Number _____

Type _____ Number _____

Type _____ Number _____

DIR Registration (if applicable) _____ Number _____

Company Ownership:

Sole Proprietorship Partnership Corporation Other (please indicate) _____

*Information is subject to disclosure under the Public Record Act

Principal Ownership or Corporate Officers:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

References:

Please list three companies with whom you are currently doing business

Company Name _____ Phone () _____

Address _____ Suite _____

City _____ State _____ Zip _____

Company Name _____ Phone () _____

Address _____ Suite _____

City _____ State _____ Zip _____

Company Name _____ Phone () _____

Address _____ Suite _____

City _____ State _____ Zip _____

Do you have a relationship with any existing City of Mission Viejo employee, Commissioner, Council member or Board member? YES NO If yes, please describe relationship below:

Certification:

Under penalty of perjury, I certify that all information provided on this application is true and correct.

Signature of Company Officer _____ Title _____

Please Print Name _____ Date _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see Instructions) ▶ _____
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.
6 City, state, and ZIP code
7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What Is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(j)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Trails

Bardonia Park	Los Altos
Cerraji	Marguerite Park
Corbin Park	Miraya Park
Edson Estanek	Oso Creek Trail
El Retiro	Padre
Jerónimo Trail	Viduares Glen
La Mancha	



KEY	NAME	TYPE	CONTRACT
1	ABANICO	OPEN SPACE	CONTRACT 1
2	AEGEAN HILLS	PARK	CONTRACT 6
3	ALICIA	PARK	CONTRACT 7
4	APPLEGATE	PARK	CONTRACT 9
5	AUBORA	PARK	CONTRACT 5
6	BARBANDANES	PARK	CONTRACT 6
7	BARCELONA	PARK	CONTRACT 5
8	BEBE, WILLIAM	PARK	CONTRACT 10
9	BATT DAVIS	PARK	CONTRACT 6
10	CASTILE	PARK	CONTRACT 5
11	CASTLEWOOD	PARK	CONTRACT 4
12	CHRISTOPHER	PARK	CONTRACT 5
13	COLINA/ESCORIAL	OPEN SPACE	CONTRACT 2
14	CORDOVA	PARK	CONTRACT 6
15	CORONADO	PARK	CONTRACT 6
16	CORPORATION YARD		CONTRACT 8
17	CRUXERO	PARK	CONTRACT 4
18	CURTIS, ROBERT	PARK	CONTRACT 10
19	DORIA	PARK	CONTRACT 6
20	EASTBROOK	PARK	CONTRACT 4
21	EL OROZCO	PARK	CONTRACT 5
22	EL TORO ROAD	OPEN SPACE	CONTRACT 1
23	FELIPE TENNIS COMPLEX		CONTRACT 6
24	FLAMENCO	PARK	CONTRACT 4
25	FLORENCE JOYNER, OLYMPIAD	PARK	CONTRACT 9
26	GILLERAN, JAMES G.	PARK	CONTRACT 10
27	GRANADA	PARK	CONTRACT 8
28	GERONIMO GREENBELT	OPEN SPACE	CONTRACT 8
29	LA MANCHA	PARK	CONTRACT 6
30	LUNDA VISTA	PARK	CONTRACT 6
31	LOS ALISOS PAD	PARK	CONTRACT 5
32	MADRID FORE	PARK	CONTRACT 6
33	MARGUERITE AQUATICS CENTER		CONTRACT 2
34	MARGUERITE RECREATION CENTER/YMCA		CONTRACT 7
35	MARGUERITE TENNIS CENTER		CONTRACT 7
36	MELINDA	PARK	CONTRACT 4
37	MANANA	PARK	CONTRACT 4
38	MISSION VIEJO ANIMAL SHELTER & PET PATH		CONTRACT 7
39	MISSION VIEJO CIVIC CENTER/ LIBRARY		CONTRACT 7
40	MOJAVE	OPEN SPACE	CONTRACT 5
41	MONTANOSO RECREATION CENTER		CONTRACT 6
42	NAPOLI	PARK	CONTRACT 6
43	ONEIL	PARK	CONTRACT 6
44	OSO VIEJO	PARK	CONTRACT 8
45	PA 30 55	OPEN SPACE	CONTRACT 5
46	PACIFIC HILLS	PARK	CONTRACT 6
47	PALVON	PARK	CONTRACT 8
48	PINECREST	PARK	CONTRACT 4
49	PRECIADOS	PARK	CONTRACT 6
50	SAN GABRIEL	OPEN SPACE	CONTRACT 2
51	SANTA LUCIA	OPEN SPACE	CONTRACT 2
52	SANTA MARIA	OPEN SPACE	CONTRACT 2
53	SEVILLE	PARK	CONTRACT 5
54	SERRA RECREATION CENTER		CONTRACT 6
55	SPENLOVE, BART	PARK	CONTRACT 6
56	SYCAMORE	PARK	CONTRACT 6
57	VALVERDE	PARK	CONTRACT 5
58	VIA LOYOLA	OPEN SPACE	CONTRACT 2
59	VISTA DEL LAGO	PARK	CONTRACT 5
60	WHALE BONE MUSEUM		CONTRACT 1
61	WIDENESS GLEN	PARK	CONTRACT 5
62	WORLD CLUB SOCCER	PARK	CONTRACT 8
63	YOUTH ATHLETIC	PARK	CONTRACT 9
64	PRECIADOS STORAGE	FACILITY	CONTRACT 6
65	LA PAVES	PARK	CONTRACT 6
66	LAKESIDE PARK	PARK	CONTRACT 8
67	FIRE STATION 24	FACILITY	CONTRACT 7
68	VIA ANGELINA PAD	OPEN SPACE	CONTRACT 7
69	OSO CREEK GOLF COURSE		
70	OSO TRAIL NORTH OPEN SPACE	OPEN SPACE	CONTRACT 8

MAINTENANCE CONTRACT AREAS

CONTRACT 1
CONTRACT 2
CONTRACT 3
CONTRACT 4
CONTRACT 5
CONTRACT 6
CONTRACT 7
CONTRACT 8
CONTRACT 9
CONTRACT 10

LANDSCAPE TYPES

MEDIAN
SLOPE
PARKWAY & TREE WELL
MAINTAINED AREA
QUAD
PARKS & OPEN SPACE
GOLF COURSE
H & A LIMITS
PARCELS

City of Mission Viejo
MAINTENANCE JURISDICTION MAP



MARCH 8, 2023