

REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

DECEMBER 1, 2020

TITLE:

**APPROVE AMENDMENT TO
AGREEMENT WITH LANDSCAPE WEST
MANAGEMENT SERVICES, INC. TO
INCREASE THE AGREEMENT AMOUNT
BY \$250,000 ANNUALLY FOR THE
REMAINING TERM OF THE AGREEMENT,
FOR AN AGGREGATE AMOUNT OF
\$5,100,000, FOR RIGHT-OF-WAY AND
MEDIAN LANDSCAPE MAINTENANCE
SERVICES
(NON-GENERAL FUND)**

/s/ Kristine Ridge

CITY MANAGER

CLERK OF COUNCIL USE ONLY:

APPROVED

- ☐ As Recommended
- ☐ As Amended
- ☐ Ordinance on 1st Reading
- ☐ Ordinance on 2nd Reading
- ☐ Implementing Resolution
- ☐ Set Public Hearing For _____

CONTINUED TO _____

FILE NUMBER _____

RECOMMENDED ACTION

Authorize the City Manager to execute an amendment to the agreement with Landscape West Management Services, Inc. for right-of-way and median landscape maintenance services, to increase the agreement amount by \$250,000, for an updated annual amount not to exceed \$1,020,000 and a total agreement amount not to exceed \$5,100,000 for the maximum term of the agreement, which began on July 2, 2019 and expires June 30, 2021, including provisions for two two-year extensions exercisable by the City Manager and the City Attorney, subject to non-substantive changes approved by the City Manager and City Attorney.

DISCUSSION

The Public Works Agency Maintenance Services Division is responsible for the maintenance of over 30 miles of City street medians and neighborhood entry areas. The services include, but are not limited to, mowing, trash removal, irrigation system maintenance, and weed mitigation and removal. On July 2, 2019, the City Council approved an agreement with Landscape West Management Services, Inc., in an annual amount not to exceed \$770,000 to provide median landscape maintenance and right-of-way cleaning services (Exhibit 1).

Between 2011 and March 2017, the State of California experienced record drought conditions. In response, former Governor Jerry Brown issued an Executive Order, which among other things, prohibited irrigation of street medians containing grass. In compliance with the Executive Order, the City Council directed the Public Works Agency to discontinue the use of potable irrigation to the City's street medians that contained grass. Subsequently, the grass withered and eventually died, leaving barren median landscapes.

On April 7, 2020, City Council designated \$2.3 million to improve the aesthetic appearance of barren medians through the design and installation of new water efficient landscaping in the City's arterial corridors in the areas of First, Bristol, 17th, and Fairview Streets, and Harbor and MacArthur Boulevards. These arterial beautification projects began during the summer of 2020 and are close to completion.

In order to maintain and preserve the City's new median improvements, and to address an increased need for service due to vandalism, theft of the watering control systems, and destruction of plants, staff recommends increasing the agreement amount with Landscape West Management Services, Inc. by \$250,000, for a total amount not to exceed \$1,020,000 annually (Exhibit 2). The additional contract capacity will also be utilized to maintain the new protected bike lanes being built throughout the City.

FISCAL IMPACT

Funds are available for expenditure in Public Works Agency, Special Gas Tax Median Landscaping account (No. 02917635-62320) and will be budgeted in subsequent fiscal years. Funds will be spent according to the spending plan below:

Fiscal Year	Accounting Unit – Account #	Fund Description	Accounting Unit, Account Description	Amount
CURRENT ANNUAL CONTRACT				
FY 2020-21	02917635-62320	Special Gas Tax	Median Landscaping, Maintenance & Repair Buildings & Grounds	\$770,000
REQUESTED AMENDMENT				
FY 2020-21	02917635-62320	Special Gas Tax	Median Landscaping, Maintenance & Repair Buildings & Grounds	\$250,000
TOTAL				\$1,020,000
OPTIONAL EXTENSIONS				
FY 2021-22	02917635-62320	Special Gas Tax	Median Landscaping, Maintenance & Repair Buildings & Grounds	\$1,020,000
FY 2022-23	02917635-62320	Special Gas Tax	Median Landscaping, Maintenance & Repair Buildings & Grounds	\$1,020,000
FY 2023-24	02917635-62320	Special Gas Tax	Median Landscaping, Maintenance & Repair Buildings & Grounds	\$1,020,000
FY 2024-25	02917635-62320	Special Gas Tax	Median Landscaping, Maintenance & Repair Buildings & Grounds	\$1,020,000
Total				\$5,100,000

Approve Agreement Amendment with Landscape West Management Services, Inc.
December 1, 2020
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Fiscal Impact Verified By: Kathryn Downs, CPA, Executive Director – Finance and Management Services Agency

Submitted By: Nabil Saba, P.E., Executive Director – Public Works Agency

Exhibits: 1. Agreement with Landscape West Management, Inc.
 2. Third Amendment to Agreement with Landscape West Management, Inc.

INSURANCE NOT ON FILE
 WORK MAY NOT PROCEED
 CLERK OF COUNCIL

DATE: JUL 22 2019

**AGREEMENT TO PROVIDE RIGHT OF WAY AND
 MEDIAN LANDSCAPE MAINTENANCE SERVICES**

THIS AGREEMENT is made and entered into this 2nd day of July, 2019 by and between Landscape West Management Services, Inc. ("Contractor"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. On May 2, 2019, the City issued Request for Proposal No. 19-016, by which it sought a contractor to provide right-of-way and median landscape maintenance services for the Maintenance Services Division of the City's Public Works Agency.
- B. Contractor submitted a responsive proposal that was selected by the City. Contractor represents that it is able and willing to provide the services described in the scope of work that was included in RFP No. 19-016 and addendum thereto.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Contractor shall perform the services that were described in the scope of work that was included in RFP No. 19-016 and addendum thereto, and that is attached as Exhibit A. Contractor's proposal is incorporated in full by reference herein.

2. COMPENSATION

- a. City agrees to pay, and Contractor agrees to accept as total payment for its services under this Agreement, the rates and charges identified in Exhibit B. The total annual sum to be expended under the term of this Agreement, including any extension periods, shall not exceed \$770,000. This sum is comprised of (1) the base amount of \$700,000 and (2) a 10% contingency in the amount of \$70,000 for additional services at the City's sole discretion.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on June 30, 2021, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for two 2-year periods upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Worker's Compensation Insurance. In accordance with the California Labor Code, Contractor, if Contractor has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Contractor is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Contractor pursuant to this section:
 - (i) Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
 - (iii) Certificates and policies shall state that the policies shall not be cancelled or reduced in coverage or changed in any other material aspect, by Contractor, without thirty (30) days prior written notice to the City.
 - (iv) Contractor shall supply City with a fully executed additional insured endorsement.

- f. If Contractor fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Contractor's right to be paid for its time and materials expended prior to notification of termination. Contractor waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor or its subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

10. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by

law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

11. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988

Executive Director
Public Works Agency
City of Santa Ana

20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, CA 92702

To Contractor: Landscape West Management Services, Inc.
1234 North Blue Gum Street
Anaheim, CA 92806
Attn: Michael Garibay, President

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not

similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

18. NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, relation, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities or in connection with any activities under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

19. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. PROFESSIONAL LICENSES


Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:


Norma Mitre
Acting Clerk of the Council



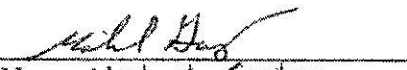
CITY OF SANTA ANA


Kristine Ridge
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONTRACTOR

By: 
John M. Funk
Assistant City Attorney


Name: Michael Garibay
Title: President

RECOMMENDED FOR APPROVAL



Fuad S. Sweiss, PE, PLS
Executive Director
Public Works Agency

EXHIBIT A

SCOPE OF WORK

I. GENERAL REQUIREMENTS

1. Licenses and Permits

The Contractor shall, prior to award of contract and without additional expenses to the City, possess all licenses and permits required for the performance of the work required by this contract, including but not limited to State License C-27 and a City of Santa Ana Business License.

2. Compliance with Applicable Laws and Regulations

- a. Contractor shall perform all requirements under and in strict observance of and compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements.
- b. Contractor warrants that the performance of services under this contract shall be compliant with the current requirements of the Occupational Safety and Health Act (OSHA) and as it may be amended or updated throughout the term of this contract.

3. Note that all locations and quantities are subject to change at any time in order to respond to unforeseen situations that may arise. City will provide Contractor with as much advance notice as reasonably possible to allow Contractor to adjust schedules and workforces accordingly.

4. Oversee workforces to ensure that work is being performed with all due diligence, quickly, and thoroughly and for all the designated work area.

5. Perform scheduled and random checks with Project Manager or designee to ensure that all work is being performed satisfactorily.

6. Provide courteous interaction, direction, information, and referrals to all visitors, property owners, Police Officers, other City employees, or related agencies.

7. Minimum Service Levels

- a. Provide the required number of laborers, technicians, supervisors, and workers as specified below and throughout these specifications. The City has determined these are the required staffing levels necessary to accomplish all of the work requirements within the allotted hours as indicated in the specifications.
- b. Contractor shall provide three (3) crews each day (Monday – Friday) for scheduled work (Weed Abatement Crew and Alley Crew). Contractor shall provide one (1)

Irrigation Technician as well as one additional crew for as-needed cleaning and clearing services as requested.

- c. Note that from time-to-time and site-to-site more workers will be needed and Contractor must provide additional workers at the rates stated in the eBid Line Items for services requested by the Project Manager or his/her designee.

8. DIR Registration

This project is a public work and subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.

9. Prevailing Wage

The Director of the Department of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract, which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/> (General Prevailing Wage determination made by the Director of Industrial Relations / Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Section 1770, 1773 and 1773.1).

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the craft/classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775 of the Labor Code (State of California) Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

10. Prevailing Wage Compliance and Monitoring

Contractor is aware of the requirements of the California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirement on "public works" and "maintenance" projects. Since the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by Prevailing Wage Laws and since the total compensations is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall

provide contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement/Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the job site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

II. TRASH REMOVAL AND DISPOSAL:

1. Note the trash likely to be encountered during the course of cleaning includes but is not limited to litter, trash, bio-waste and hypodermic needles, plastic, and cardboard containers, plywood, used lumber, discarded furniture, and small appliances, toys and other household items.
2. Remove and dispose of items listed above according to all applicable laws, codes, and requirements.
3. Note that trash removal is incidental to weed removal by either crew. It is included so that the areas look clean after the weed removal work is completed.

III. MEDIAN CREW

1. Provide 2 Crew sizes as follows:
3 person crew= 1 Leadworker+2 Laborers
3 person crew= 3 Laborers
2. Provide the crew daily. The assignments may change during the day to respond to urgent requests. Homeless camp debris removal may occur several times a week.
3. Provide the necessary labor, materials and equipment to remove weeds from all medians, linear parks, sidewalk areas, planters and public lots.
4. Remove the trash encountered in areas immediately adjacent to weed clearing along with the weeds.
5. Remove by hand or mechanical means, all weeds from medians, sidewalk and street curb joint.
6. Maintain and clean the tree wells to enhance appearance and cleanliness of City parkway tree wells by removing weeds and litter.
7. Maintain median islands and remove weeds, sucker growth, debris and trash as directed per Scope of Work.
8. Remove all litter (trash, paper, cans, bottles, signs and other debris).

9. Remove all unwanted natural or environmental materials, including, but not limited to bio-waste, hypodermic needles, dirt, silt, feces, soot, weeds.
10. Clean, cut, clear, and remove weeds and remove of light to medium amounts of trash by using hand-held equipment like weed eaters, rakes, brooms, and leaf blowers. Leave no piles, or residue with rake marks. Sidewalk surface shall be clean of leaves, litter, and dirt.
11. Crew must be self-directed and report directly to the main office of Contractor.
12. Crew must be "on-call" and carry a dedicated cell phone and be available during normal business hours on all workdays.
13. The Contractor shall collect all clippings, trimmings, cuttings, rubbish and debris, and posted signs at all work sites and dispose of same in a lawful manner per contract requirements at the Contractor's expense.
14. All trash and debris shall be removed from all worksites a minimum of one (1) time per week.
15. The Contractor shall rake, hand remove, or vacuum leaves that are not absorbed by planting. This shall be done as often as required to maintain a neat appearance, or prevent plants from being smothered by seasonal leaf drop at least weekly or as directed by Projects Manager or designee.
16. After heavy windstorms, the entire contract area shall be cleaned of litter, fallen branches, etc. Contractor shall respond to calls from Projects Manager or designee immediately. Contractor shall patrol all areas during heavy windstorms for trees down, fallen branches, hanging branches, debris, and other potential hazards.
17. The Contractor shall keep sidewalks and all paved areas in the medians and under overpasses swept and cleaned of any debris, weeds, dirt or soil. Tree wells shall be maintained weed free.
18. Additional duties that may be required of the Median Crew may include the following: clear catch basins during winter rain and storms, fill sandbags, remove extra trash and debris generated by special events, remove litter and vegetation at City-owned parcels, remove homeless camp debris, and assist street sweepers in debris removal during weather events, ex. wind or rain.
19. All turf shall be mowed weekly with mulching mowers. Subject to the approval of the Projects Manager or designee, the contractor may reduce the mowing frequency to biweekly during periods of rain or prolonged cold. All grass clippings shall be left in place with the exception of large accumulations, which shall be collected and removed after each mowing.
20. All turf shall be cut to a height appropriate for the type of grass being mowed. Mowers shall be maintained in optimum condition with sharp blades to provide a smooth, even cut without tearing of the leaf blades.
21. All turf and hardscape areas shall be free of turf clippings, plant debris and trash at the end of the scheduled mow day.
22. All turf shall be edged with blade trimmer adjacent to all improved surfaces and, where no improved surface exists, turf edges shall be maintained as if the turf area abuts a shrub bed or property line. Edging and detailing shall be performed weekly.

Following each edging, all edging debris shall be removed.

23. All turf growing adjacent to irrigation hardware, tree trunks, or any other landscape amenity shall be neatly detailed by string trimmer and/or chemicals to twelve (12) inches in all directions of said objects. If chemical detailing is performed, the Contractor shall use the string trimmer to remove the treated turf within one (1) week after symptoms of phytotoxicity become recognizable.
24. Any damage, as determined by the Projects Manager or designee, caused to irrigation components, sprinklers, valves, etc., or plant material by edging equipment and/or mowers shall be replaced by the Contractor at Contractor's expense.
25. Lawns shall be fertilized four (4) times annually with a "complete fertilizer". Fertilize two (2) times per year during the months of December and February using 22-3-9 at the rate of five pounds (5 lbs.) per 1000 square feet or approved equivalent program. During the months of June and October fertilize with 16-6-8 at the rate of six pounds (6 lbs.) per 1000 square feet four (4) times per year, or approved equivalent program.
26. Due to the broad geographical area of the contract, the City may from time to time adjust or change the fertilization specifications contained herein as a result of consultation with Contractor or recommendations of a horticultural soils and plant laboratory report for each site. All fertilization shall be included with the landscape maintenance of each contract area. Contractor shall supply and transport all required fertilizers and include costs in the bid to the City.
27. Turf areas shall be deeply watered as required by weather conditions to provide adequate moisture for optimum growth. At no time shall turf areas be allowed to show a lack of fresh green color or a loss of resilience due to lack of water.
28. Wherever or at any time that an irrigation system is damaged, fails or does not adequately cover the turf area in which it is installed, the Contractor shall furnish and set out hoses and sprinklers, or other portable means, as required to uniformly water the turf area.
29. Automatic irrigation shall be conducted between the hours of 10:00 p.m. and 4:00 a.m. and shall be programmed to prevent excessive runoff, ponding or over watering.
30. Contractor shall respond immediately to signs of turf stress. Turf lost due to stress shall be deemed contractor negligence, as determined by the Projects Manager or designee, and replaced at Contractor's expense.
31. Contractor shall develop and maintain a program to ensure that all turf is maintained free of fungus, insect infestations and/or turf diseases at all times.
32. Damaged and/or bare spots in turf shall be immediately repaired at the time of detection.
33. The tree guards shall be maintained in place around the trunk of each canopy tree at all times to eliminate tree damage by string trimmers, mowers, etc. Trees damaged by Contractor shall be immediately replaced at Contractor's expense.
34. Each year, all turf areas shall be over seeded with Eagle Blend or equivalent perennial rye grass at the minimum rate of seven (7) pounds per 1,000 square feet. Seed shall be uniformly broadcast, with care taken to not broadcast in non- turf area. Dethatching and/or deep scalping of the turf may be required as directed by the Projects Manager or designee. Seeds shall be guaranteed free of disease, pests, or other foreign grasses or weeds.

35. The Contractor shall apply an approved pre-emergent herbicide to all turf areas a minimum of one (1) time per year and/or as directed by the Projects Manager or designee for control of all types of weeds. At no time shall weeds be allowed to remain in turf areas.
36. Contractor shall flag all Irrigation sprinklers prior to commencement of work complete.
37. Damage because of rodent activity shall be repaired at Contractor's expense.
38. The Contractor shall be responsible for the complete removal and replacement of ground cover lost due to normal attrition or to Contractor's faulty maintenance or negligence, as determined by the Projects Manager or designee, at no additional cost to the City.
39. Where ground cover grows under pine trees, the Contractor shall use a combination of techniques (raking and blowing) to prevent the build-up of needles from forming on the ground cover.
40. Ground cover plants shall be added, as needed, to ensure a solid mass planting in conformance with the original intent at no cost to the City.
41. Contractor shall remove dead shrubs and backfill to existing grade with imported soil as necessary to maintain a consistent finished grade. Sinkholes will not be acceptable as it represents a liability to the City. Replacements of shrubs will be approved by Projects Manager or designee.
42. Wall vines adjacent to and coming from City landscapes are a part of the maintenance of this contract. Wall vines shall be kept trimmed approximately four (4) inches from the wall and eight (8) inches below the top of the wall. Where wall vines have been allowed to grow over the top of the wall, the Contractor shall keep wall vines trimmed down to the top of the wall. Wall vines may require trimming two or more times per month during the growing season.
43. All shrubs growing in the work areas shall be pruned as required, to maintain plants in a healthy growing condition and to maintain plant growth within reasonable bounds to prevent encroachment of passage ways, walks, streets, view of signs or in any manner deemed objectionable by the Projects Manager or designee. Dead or damaged limbs or branches shall be cleaned out and removed with sharp pruning tools with no projections or stubs remaining. Pruning shall be done in a manner to permit plants to grow naturally in accordance with their normal growth characteristics except box hedging may be required on some shrubs, as designated by the Projects Manager or designee. Shear hedging or severe pruning of plants, unless authorized by the Projects Manager or designee, shall not be permitted. Should the Contractor shear hedges or severely prune plants and disfigure or damage the plants, the contractor shall be responsible for replacing those plants with like kind and size as determined by the Projects Manager or designee. The Contractor may be requested from time to time to raise the bottom or lower the tops of the shrubs for security reasons. This shall be considered routine maintenance and performed at no extra cost to the City.
44. Shrubs shall be thinned and pruned, separated and/or relocated for the health of the planting and the appearance of the site, and at such other times when directed by the City. **Infill planting of bare shrub areas shall be replanted in the months of March through June with plant material of the same species one time per year as part of routine maintenance at no additional cost to the City.**

45. All shrubs shall be properly irrigated to maintain a healthy condition. Shrub areas shall be deeply watered as required by weather conditions to provide adequate moisture for optimum growth. At no time shrub areas shall be allowed to show a lack of fresh green color or a loss of resilience due to lack of water.
46. Wherever or at any time that an irrigation system is damaged, fails or does not adequately cover the shrub area in which it is installed, the Contractor shall furnish and set out hoses and sprinklers, or other portable means, as required to uniformly water the shrub.
47. Contractor shall respond immediately to signs of plant stress. Plant material lost due to stress shall be deemed Contractor negligence, as determined by the Projects Manager or designee, and replaced at Contractor's expense.
48. The Contractor shall be responsible for the complete removal and replacement of shrubs lost due to normal attrition or due to Contractor's faulty maintenance or negligence, as determined by the Projects Manager or designee, at no additional cost to the City.
49. All bare soil or open areas shall be either cultivated weekly or covered by a minimum of two (2) inches of mulch. All mulch material shall be of a recycled product free from foreign grasses and weeds and shall be approved by the City. At no time shall weeds be allowed to remain in bare or planted areas.
50. Shrubs shall be pruned as required to ensure clear vehicular and pedestrian visibility and clearance. Remove broken or diseased branches and provide general containment and good appearance.
51. Plant material encroaching onto or from City property shall be trimmed back to property line at City's discretion depending on circumstance, i.e. plants growing over fences and sidewalks from private property adjacent to contracted areas shall be trimmed back to the property line.
52. Prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use, i.e. vines not growing into other plants, etc. Coordinate with Projects Manager or designee.
53. Continuously remove any spent blossoms or dead flower stocks, as required, to present a neat, clean appearance.
54. Plants growing over curbing and/or sidewalks shall be maintained even with the edge of the sidewalk or curb and be trimmed on a natural taper rather than vertical, so as not to appear to be hedged.
55. Ailing or stunted shrubs shall be removed at time of discovery and replaced in kind within five (5) working days. Shrubs requiring additional nutrients to correct deficiencies shall receive such nutrients within three (3) working days of discovery. Contractor shall replace shrub failure that is determined to be due to Contractor's neglect or improper treatment at his expense.

IV. RIGHT OF WAY CREW

1. Provide a crew size as follows:
3-person crew = 1 Leadworker+2 Laborers

2. Perform the work daily.
3. Provide the necessary labor, materials and equipment to remove weeds from all sidewalk areas, planters and public lots.
4. Remove all litter (trash, paper, cans, bottles, signs and other debris).
5. Remove all unwanted natural or environmental materials, including, but not limited to bio-waste, hypodermic needles, dirt, silt, feces, soot, weeds.
6. Clean, cut, clear, and remove weeds and remove of light to medium amounts of trash by using hand-held equipment like weed eaters, rakes, brooms, and leaf blowers. Leave no piles, or residue with rake marks. Sidewalk surface shall be clean of leaves, litter, and dirt.
7. Crew must be self-directed and report directly to the main office of Contractor.
8. Crew must be "on-call" and carry a dedicated cell phone and be available during normal business hours on all workdays.
9. Additional duties that may be required of the Right of Way Crew may include the following: clear catch basins during winter rain and storms, fill sandbags, remove extra trash and debris generated by special events, remove litter and vegetation at City-owned parcels, remove homeless camp debris, and assist street sweepers in debris removal during weather events, ex. wind or rain.
10. Note the trash likely to be encountered during the course of **Right of Way Cleaning** includes but is not limited to litter, trash, bio-waste and hypodermic needles, plastic, and cardboard containers, plywood, used lumber, discarded furniture, and small appliances, toys and other household items.
11. Remove and dispose of items listed above according to all applicable laws, codes, and requirements.
12. Note that trash removal is incidental to weed removal by either crew. It is included so that the areas look clean after the weed removal work is completed.
13. The Contractor shall collect all clippings, trimmings, cuttings, rubbish and debris, and posted signs at all work sites and dispose of same in a lawful manner per contract requirements at the Contractor's expense.
14. All trash and debris shall be removed from all worksites a minimum of one (1) time per week.
15. The Contractor shall rake, hand remove, or vacuum leaves that are not absorbed by planting. This shall be done as often as required to maintain a neat appearance, or prevent plants from being smothered by seasonal leaf drop at least weekly or as directed by Projects Manager or designee.

16. After heavy windstorms, the entire contract area shall be cleaned of litter, fallen branches, etc. Contractor shall respond to calls from Projects Manager or designee immediately. Contractor shall patrol all areas during heavy windstorms for trees down, fallen branches, hanging branches, debris, and other potential hazards.
17. The Contractor shall keep sidewalks and all paved areas in the medians and under overpasses swept and cleaned of any debris, weeds, dirt or soil. Tree wells shall be maintained weed free.

V. IRRIGATION TECHNICIAN

1. The Irrigation Technician shall physically inspect (by manual or semi-automatically running the Controller) the operation of all systems weekly. The Irrigation Technician shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and make whatever adjustments are necessary, including but not limited to, adjustment of heads or inserts, or replacing of inserts, etc., to prevent excessive over spray/runoff into street right-of-ways or other areas not intended to receive irrigation over spray/runoff. (Exhibit I)

VI. OPTIONAL AS-NEEDED CLEANING AND CLEARING

Crew Size: varies depending on need; City estimates, but does not guarantee or imply 1,000 hours per year for City-requested optional as-needed services.

- A. These as Needed Cleaning and Clearing Services will be compensated at the regular hourly rate on the appropriate Price List item.
- B. City will issue a work order request for such work to be performed.
- C. These services include, but are not limited to:
 - Remove silt, weeds, and debris in Orphan Parkway locations
 - Maintain and clean the tree wells to enhance appearance and cleanliness of City parkway tree wells by removing weeds and litter, and installing City-provided wood chips and mulch.
 - Clear catch basins during winter rain and storms.
 - Fill sandbags.
 - Remove extra trash and debris generated by special events.
 - Remove litter and vegetation at City-owned parcels.
 - Removal of homeless camp debris and rubbish.

- Maintain median islands and remove weeds, debris and trash as directed.
- Assist street sweepers in debris removal during weather events, ex. wind or rain.

VII. OTHER PROVISIONS/ REQUIREMENTS – non specific

A. Contractor Data Entry for Maintenance Work

- a. The City uses a computerized asset/work order system (Cityworks) and APP (mySantaAna) to record all work performed against City owned assets.
- b. The Contractor will be required to utilize the City's computerized system (Cityworks & mySantaAna) to record ALL maintenance work performed for this contract.
- c. The City will provide training and instruction to the Contractor on the use of the Cityworks and mySantaAna system and APP.
- d. The Contractor will be required to obtain a cellular/Wi-Fi enabled Apple branded tablet (iPad) for each crew, to perform the required data entry in the field. The Contractor will be solely responsible for maintaining the device in working order to complete the required data entry for the City.
- e. The Contractor will be required to obtain a cellular internet data plan cost using one of the following carriers (AT&T wireless, Verizon, T-Mobile or Sprint).

2. Maintenance Function Checklist and Reports

- a. Daily Attendance Sign in Sheet: Provided by the Contractor on a daily basis by 7:30 am, including the signatures of each laborer and crew assignment, date, and hours to be worked. Contractor shall update the hours worked if any laborer leaves early.
- b. Daily Work Report: Prepared by Contractor on a daily basis and specifies the work performed; date performed; and labor, materials and supplies used, and amount of trash and debris collected (measurement method to be agreed upon).
- c. Weekly Report
 - i. Due: Monday of every week
 - ii. Contents: Ensure that the report contains all the required and approved content, which may include, but not limited to:
 - iii. Description of work completed
 - iv. Materials used
 - v. Defects found
 - vi. Results of patrol/observation and inspections

- vii. Description of the actual inspection, observation, repair and/or maintenance of landscaping, signage, lighting, streetscape, and graffiti
 - viii. Observations of safety issues, potential hazards, public nuisances, and minutes (notes) from any other City-required meeting (e.g. maintenance project meetings, field reviews, etc.)
 - d. Report Guidelines:
 - i. Submit records in the time required, in the method required, and on the forms required.
 - ii. Include any pertinent information or backup documentation with your reports.
 - iii. Submit all reports prior to submission of the monthly invoice; otherwise payment will be withheld.
 - iv. Provide an equipment time report using a form provided indicating the hours worked each day of the pay period.
 - v. Monthly payment will not be made until reports are received by City.
 - e. Documentation
 - i. Digital Photo Sampler Report
 - a. Take a series of before-and-after photos of items, areas, or incidents that Contractor responds to as specified by City.
 - b. Maintain these photos electronically and make them available for inspection by City at any time.
 - c. Identify photos by location, description, etc. before or after, date and time of photo taken.
 - ii. Production Reports
 - a. Email to City each *month*.
 - b. These reports will include:
 - 1. Amount of trash and debris removed
 - 2. Incidents completed (i.e. number of homeless camps cleared, other assigned duties, etc.)
 - 3. Other incident related data
- 3. Meetings
 - a. General Guidelines

Document all meetings and prepare corresponding action list is generated, initiated, and completed by the time required.
 - b. Attendees

Project Manager and/or designee and Contract Supervisor must attend meetings, in person, with the PW management team.
 - c. Operational Meetings

1. Purpose: To address issues regarding: upcoming events, blackout dates, Scheduling; and other issues of concern.
2. Held on: Third Thursday of every month or as specified.
3. Location: PW office 220 S. Daisy, Santa Ana, CA 92705
- d. Service Level Inspections
 - a. Provide an English-speaking Contract Supervisor to tour the contracted area with the Project
 - b. Manager or his/her designee twice a month to determine compliance with the specifications and to discuss required work.
 - c. Contractor's Supervisor must be authorized to sign documents and/or effect changes to the work being performed.
- e. As-Needed Meetings

Meetings as necessary to address immediate issues regarding: Safety, Injury, or Damage; Public Nuisances; Business Interactions; Work Performance Delays; Repair or Maintenance issues; and other issues of immediate concern.
Attendees: Contractor Supervisor and or Contractor Management Representative as appropriate to the nature of the meeting.
- f. Subject Matter to include, but not be limited to administrative issues, billing questions, contract issues, operational, safety issues, and service issues.
4. Contractor Employees/Uniforms/Vehicles/Place Of Business
 - a. All Contractor Employees:
 1. Ensure that all Contractor employees performing work in conjunction with this project are always courteous, professional, competent, and do not cause any undue disturbances.
 2. Remove any employee who is determined by the Project Manager or his/her designee to be incompetent, working inefficiently, disorderly, intemperate or otherwise objectionable immediately removed from work under this agreement and replace with a satisfactory replacement.
 3. The City of Santa Ana is committed to a safe workplace. The Project Manager or his/her designee may direct Contract Supervisor to immediately remove any worker who is unfit for duty.
 4. Employees must present a neat, well-groomed appearance at all times.
 5. Perform the work while minimizing disturbance to the citizens, residences, and businesses.
 6. Workers must have basic knowledge, experience, skills and abilities in general labor, custodial maintenance, landscaping maintenance, cleaning, trash handling, landscape care and street safety procedures to perform the scope of work requirements in accordance with the specifications at all times. Workers who do not demonstrate these capabilities shall be replaced at the request of the Project Manager or his/her designee.

5. Contract Supervisors and Lead workers
 - a. Provide an English-speaking Contract supervisor and Lead workers who are fully trained and knowledgeable in all aspects of these requirements:
 - b. Equipped with a working, fully-charged, capable of taking and sending photos and emails, cellular phone, to enable Immediate contact with Project Manager and/or designee.
 - c. Contract Supervisor and Lead workers must demonstrate skills including, but not limited to the following:
 1. Basic principles of supervision, directing, planning, controlling, training and appropriate safety procedures.
 2. Ability to safely direct the work of crews engaged in maintenance activities in a high vehicle and pedestrian traffic area.
 3. Ability to effectively communicate in verbal and written form in order to solve daily problems.
 4. Contract Supervisor must have the authority to sign documents and/or effect changes to the work being performed.
 5. Contract Supervisor must be able to tour the Area with a Project Manager or his/her designee on an as-needed basis for the purpose of determining compliance with these specifications or to discuss required work.
 6. Contract Supervisor is responsible for ensuring the crews are accomplishing the scheduled work per the specifications.
4. Uniform and Safety Vests
 - a. Pay for and bear the maintenance cost of uniforms for all employees working on the project. The uniforms must bear Contractor's company name.
 - b. The uniform must be worn as a complete unit and be fitted properly. The uniform must be maintained in a clean and neat order with no rips, tears, or permanent stains present.
 - c. Must wear identification and appropriate safety vest at all times, which must be furnished by the Contractor.
5. Vehicles and Equipment
 - a. Ensure that all contractor vehicles and equipment used in performing work in conjunction with this project are mechanically and operationally sound; have well-maintained exteriors; clean; have well-organized tool racks; bear Contractor's company name, which is to be visible on both sides of the vehicle; have current California registrations and licenses.
 - b. Vehicles of Contractor must have magnets which is to be visible on both sides of the vehicle that say "Contractor for City of Santa Ana" and bear the city logo.
 - c. Vehicles must have 360-degree operational warning lights or traffic notification light bars.

- d. Have a suitable stake side compactor truck or trailer for hauling weeds, rubbish, and brush. Trucks should have sufficient capacity to minimize trips and maximize productivity; (typically a 2-ton capacity). **The truck shall be equipped with an arrow board for lane closures.**
 - e. Provide power and hand tools of sufficient quantity and quality to handle the job as specified. Examples of such tools are string trimmers (weed eaters), brush cutters, catch bags, sod cutters, loppers, handsaws, and various hand tools.
 - f. Provide and assure usage of appropriate safety equipment as required by Cal/OSHA for all hand crews, including, but not limited to hearing protection, dust masks, helmets, boots, gloves, goggles, chaps, shin guards).
 - g. Furnish, provide, and operate, at Contractor's sole expense, mobile phones capable of taking and sending photos and emails. City may ask the contractor to also use the "My SantaAna" phone app.
 - h. Replace immediately, any equipment that does not meet the foregoing as may be determined by Project Manager and/or designee's sole discretion. Insure that all crews, equipment, and trash are secure in vehicles at all times.
6. Place of Business
- a. Maintain an office at a fixed location corresponding to current business license.
 - b. Maintain an assigned telephone number under Contractor's personal name or the legal company name.
 - c. Have a capable person employed by Contractor available to take the necessary actions regarding all inquiries and complaints from City and/or private citizen during regular work hours at said office.
7. Traffic Controls
- a. Maintain clear ingress and egress areas, sidewalks, vehicle travel lanes, driveways, and the like at all times unless immediate work prohibits such clearance
 - b. Inspect and identify any condition(s) that renders any portion of the areas under maintenance unsafe, as well as any unsafe practices occurring thereon and keep a log indicating date inspected and action taken. Notify the Project Manager or his/her designee immediately of any unsafe condition that requires major correction.
 - c. Make minor field corrections, including but not limited to, placing traffic cone in holes to protect members of the public or others from injury and report immediately to the Project Manager or his/her designee.
 - d. Cooperate fully with City in the investigation of any accidental injury or death occurring on the designated work areas, including a complete written report thereof to the Project Manager or his/her designee within five (5) days following the occurrence.

- e. Cooperate with local authorities relative to handling traffic through the area and must make arrangements relative to keeping the working area safe and clear of vehicles.
- f. Provide a towed or mounted arrow board for all lane closures.
- g. Note most work should be performed without obstructing the flow of traffic whenever possible. If lane closure is required, abide by WATCH manual.

8. Performance during inclement weather

During periods of inclement weather, i.e. rain/wind; Contractor's workforce shall accomplish work not affected by such weather, i.e. litter pick up/spent blossom removal, preventative maintenance, etc.

- a. Contractor shall stake and re-tie trees as required.
- b. Drains shall be checked and cleaned as necessary.
- c. Contractor shall remove all branches and debris resulting from inclement weather.
- d. Contractor may be required to perform additional clean-up tasks due to inclement weather.

9. Recycling

All organic waste (including leaves, grass clippings, brush, branches, and tree parts) resulting from work performed under this contract shall be recycled through composting or processing for use as mulch. Organic waste cannot be taken to the landfill. The names and addresses of the licensed green-waste composting or processing companies, and haulers, along with the tonnages used and receipts, shall be provided to the Projects Manager or designee in a monthly written report and an annual written report.

10. Disposal

At least 100% of all landscape debris will be disposed of through a landscape material recycling center or reused in some manner. The Contractor shall dispose of all cuttings, weeds, leaves, trash, and other debris from the operation as work progresses. The City shall not be responsible for the disposal. Contractor shall pay all disposal fees and provide documentation evidence of recycling to include location, tonnage, etc. on a monthly basis to the City.

Contractor shall dispose of all trash and debris. Contractor shall dispose of all landscape debris through a landscape material recycling center such as Tierra Verde Industries. Contractor shall not dispose of landscape debris in a landfill without prior approval from the Projects Manager or designee. Contractor shall pay all disposal fees and submit a copy of receipt as part of the landscape monthly reports. **At no**

time is the Contractor permitted to use City dumpsters.

11. Emergency Services

The Contractor shall provide the City with names and telephone numbers of at least two qualified persons who can be called by City representatives when emergency maintenance conditions occur during hours when the Contractor's normal work force is not present in the City of Santa Ana. These Contractor representatives shall respond to said emergency within thirty (30) minutes from receiving notification.

12. Damage Repair

- a. All damage incurred by the Contractor's operations shall be repaired or replaced in kind and size at the Contractor's expense.
- b. Irrigation repairs shall be completed within twenty-four (24) hours using approved materials.
- c. Non-irrigation repairs shall be completed within seven (7) working days and shall be repaired using only pre-approved materials.

13. Vandalism

Contractor shall be responsible for the labor to repair damaged landscaping caused by vandalism or vehicle accidents with material costs to be reimbursed by City. The Contractor shall submit invoicing to establish cost of materials.

14. Holiday

Table: Holiday

LN	DATE	EVENT
1	January 1	New Year's Day
4	May, last Monday	Memorial Day
5	July 4	Independence Day
6	September, first Monday	Labor Day
8	November, fourth Thursday	Thanksgiving Day 1
10	December 25	Christmas Day

15. Penalties and Fines

Failure to comply with specifications of contract or requests from the Projects Manager or designee and/or creating unnecessary delays, as determined by the Projects Manager or designee, may be cause for fines and penalties in the table below until said request(s) is completed. This shall be deducted from routine monthly maintenance payments.

Table: Liquidated Damages

LN	VIOLATION	Amount
1	Failure to perform required/scheduled work: missed or late, in correct number of workers per contract, missed meetings without prior notification.	\$100.00 per occurrence per day
2	Safety violation and/or failure by Contractor to comply with the most current Work Area Traffic Control Manual (W.A.T.C.H.)	\$200.00 per occurrence
3	Failure to remove any significant amount of litter/debris (generated by crews) from work site same day as generated.	\$200.00 per occurrence
4	Blowing or sweeping debris onto private property, public streets, parking lots or into storm drains.	\$200.00 per occurrence
5	Failure to provide reports, schedules and other deliverables without notice and agreement by CR.	\$100.00 per occurrence

16. Maintenance Frequency Schedule

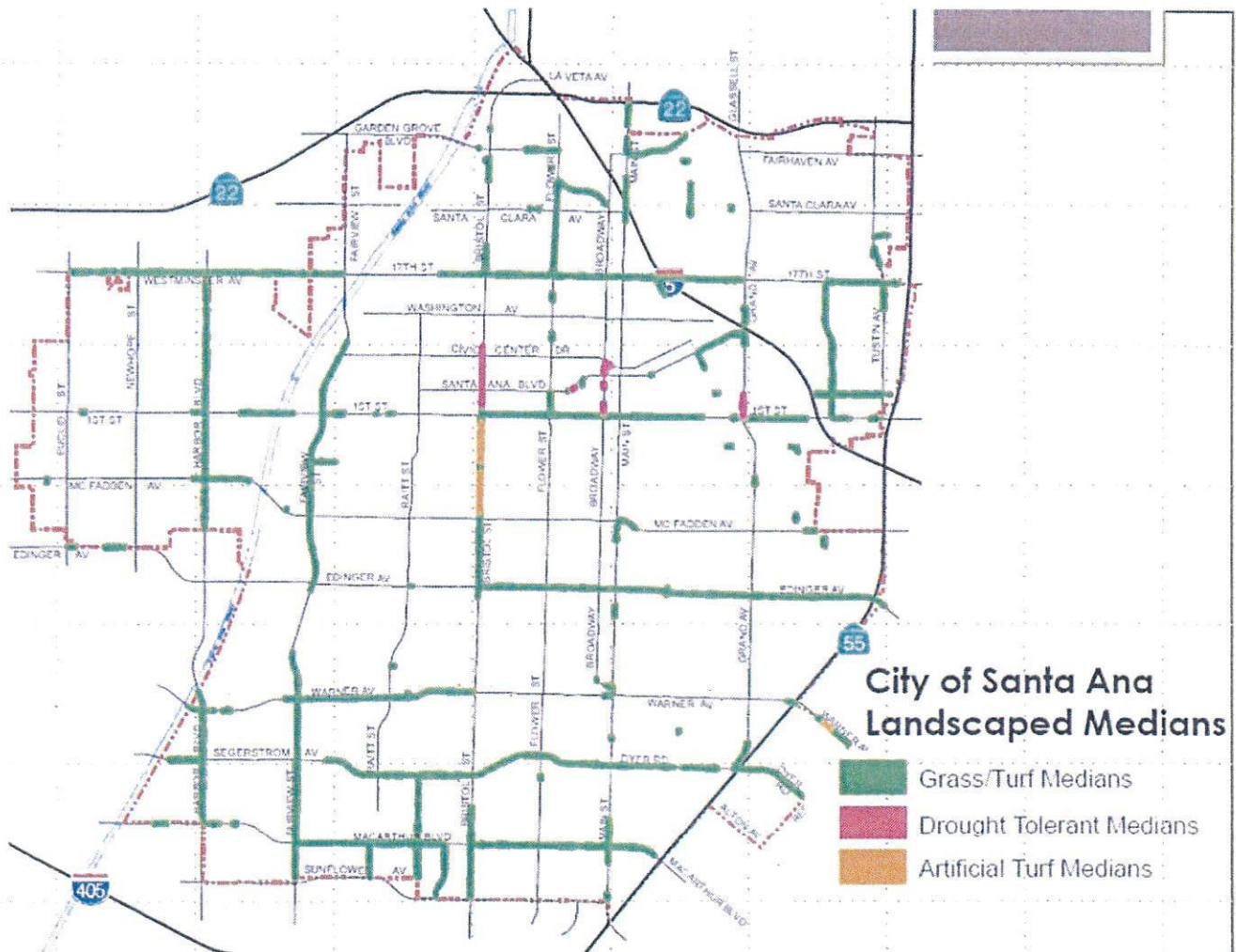
FUNCTION	FREQUENCY
Turf Maintenance	
Mowing	Once/Week
Edging	Once/Week
Clipping Removal	Once/Week
String Trimming	Once/Week
Pest and Weed Control	Weekly
Visual Inspection	Weekly
Chemical Weed Control	As needed
Debris Removal	Once/Week
Ground Cover Maintenance	
Trim	Monthly
Pest and Weed Control	Weekly
Visual Inspection	Once/Week
Debris Removal	Once/Week
Shrub, Vine and Tree Maintenance	
Trim	
Shrubs	Monthly or sooner if needed
Vines	Four (4) times a year
Visual Inspection	Once/Week
Debris Removal	Once/Week
Hardscape Maintenance	Weekly
Median with no/turf planting	Weekly
Debris Removal	Once/Week
Grounds Policing/Litter Removal	
All other Areas	Every week

Work Schedule and locations to be provided by City as Exhibits

17. Contractor shall be responsible for the labor to repair damaged landscaping caused by vandalism or vehicle accidents with material costs to be reimbursed by City. The Contractor shall submit Invoicing to establish cost of materials
18. The actual cost of all materials passed on to the City for extraordinary maintenance/repairs shall be wholesale cost of the materials.
 - The wholesale cost shall be the actual cost paid by the Contractor reflecting the best price, including discounts available. Receipts shall be required for reimbursements.
 - At no time shall the cost of materials exceed retail cost from the current price list, minus the discount rates.
 - Typical costs of the Irrigation parts, plant material, etc. to be submitted to the City prior to approval.

EXHIBIT A

MEDIAN LOCATIONS



Note: 90% of Grass/Turf medians are now natural soil only – no grass

ROUTINE MAINTENANCE LOCATION
 MEDIANS, PARKWAYS, LINEAR PARKS, PARKS AND SERVICE ROAD DIVIDERS
 EXHIBIT B

MONDAY

CODE	WORKSITE	LOCATION	Landscape	Hardscape	Both	NEEDED	TRIMMED	BLOWN	TRASH	SIDEWALK	MOWED
MEDIAN	MacArthur Blvd.	55 FWY TO MAIN	0	1	2	Y	NO	Y	Y	Y	NO
MEDIAN	MacArthur Blvd.	MAIN TO BRISTOL	0	4	5	Y	Y	Y	Y	Y	N/A
MEDIAN	MacArthur Blvd.	PLAZA TO FAIRVIEW	0	0	7	Y	Y	Y	Y	Y	N/A
MEDIAN	MacArthur Blvd.	RXR WEST OF SUSAN TO HARBOR	0	1	1	Y	Y	Y	Y	Y	N/A
MEDIAN	Seegerstrom	REDHILL TO GREENVILLE	0	7	24	Y	Y	Y	Y	Y	N/A
MEDIAN	Seegerstrom	HARBOR TO SANTA ANA RIVER	0	0	2	Y	Y	Y	Y	Y	N/A
MEDIAN	Seegerstrom	SHELTON TO BRISTOL NORTH SIDE	0	2	1	Y	N/A	Y	Y	Y	N/A
MEDIAN	Fairview St.	SUNFLOWER TO SEGERSTROM	0	0	6	Y	N/A	Y	Y	Y	N/A
MEDIAN	Bear St.	SUNFLOWER TO SEGERSTROM	0	2	4	Y	Y	Y	Y	Y	Y
MEDIAN	Pinza Dr.	SUNFLOWER TO MACARTHUR				Y	Y	Y	Y	Y	Y
MEDIAN	Harbor Blvd.	MACARTHUR TO SEGERSTROM	0	0	4	Y	Y	Y	Y	Y	N/A
MEDIAN	Rail St	SUNFLOWER TO MACARTHUR	0	1	1	Y	N/A	Y	Y	Y	Y
MEDIAN	Bristol St	SUNFLOWER TO ALTON	0	2	5	Y	Y	Y	Y	Y	N/A
MEDIAN	Main St	SUNFLOWER TO COLUMBINE	0	1	2	Y	Y	Y	Y	Y	N/A
PLANTER/IVY	Main Street	SUNFLOWER TO NORTH OF MURPHY	0	0	1	Y	Y	Y	Y	Y	N/A
PLANTER/IVY	MacArthur	MAIN TO FLOWER NORTH SIDE	0	0	4	Y	Y	Y	Y	Y	N/A
PLANTER/IVY	MacArthur	MAIN TO FLOWER SOUTH SIDE	0	0	4	Y	Y	Y	Y	Y	N/A
PLANTER/IVY	SUNFLOWER	MAIN TO ROSS NORTH SIDE	0	2	2	Y	Y	Y	Y	Y	N/A
PLANTER	MacArthur	FLOWER NORTHWEST CORNER	0	1	0	Y	Y	Y	Y	Y	N/A
PLANTER	MacArthur	FLOWER SOUTHWEST CORNER	0	0	1	Y	Y	Y	Y	Y	N/A
PLANTER	Seegerstrom	RAITT NORTH WEST CORNER	0	0	1	Y	Y	Y	Y	Y	N/A
PLANTER	Seegerstrom	DOUGLAS SOUTH EAST CORNER	0	1	0	Y	Y	Y	Y	Y	N/A
PLANTER	Seegerstrom	GREENVILLE NORTH EAST CORNER	0	0	1	Y	Y	Y	Y	Y	N/A

MEDIAN	Seegerstrom	CRODDY NORTH SIDE TO SANTA ANA RIVER				Y	Y	Y	Y	Y	N/A
MEDIAN	Seegerstrom	GREENVILLE TO DOUGLAS NORTH SIDE				Y	Y	Y	Y	Y	N/A
MEDIAN	Seegerstrom	WEST OF ROSEWOOD				Y	Y	Y	Y	Y	N/A
MEDIAN	Seegerstrom	EAST OF THORTON PARK TO BRISTOL				Y	Y	Y	Y	Y	N/A
MEDIAN	Main Street	SUNFLOWER TO NORTH OF MURPHY				Y	?	Y	Y	Y	N/A
MEDIAN	MacArthur	FLOWER TO TOWNER NORTH SIDE				Y	?	Y	Y	Y	N/A
MEDIAN	MacArthur	BOMO KORAL PARK TO FLOWER SOUTH SIDE				Y	?	Y	Y	Y	N/A
MEDIAN	MacArthur	BEAR TO RAITT SOUTH SIDE				Y	?	Y	Y	Y	N/A
MEDIAN	MacArthur	FAIRVIEW TO GREENVILLE SOUTH SIDE				Y	?	Y	Y	Y	N/A
MEDIAN	SUNFLOWER	MAIN TO ROSS NORTH SIDE				Y	?	Y	Y	Y	N/A
MEDIAN	SUNFLOWER	FLOWER TO STEVENS/ FLOOD CHANNEL				Y	?	Y	Y	Y	N/A
MEDIAN	FAIRVIEW	SUNFLOWER TO MACARTHUR EAST SIDE				Y	?	Y	Y	Y	N/A
MEDIAN	BEAR	SEGERSTROM TO ALTON				Y	?	Y	Y	Y	N/A

TUESDAY

CODE	WORKSITE	LOCATION				WEEDS	TRIMMED	BLOWN	TRASH	SIDEWK	MOWED
MEDIAN	Warner Ave	Redhill to Brookhollow	0	15	1	Y	N/A	Y	Y	Y	N/A
MEDIAN	Warner Ave	Olive to Shelton south side		1		Y	N/A	Y	Y	N/A	N/A
MEDIAN	Warner Ave	Bristol to West of Fairview	0	0	0	Y	Y	Y	Y	Y	N/A
MEDIAN	Warner Ave	Yale to Harbor	0	2	0	Y	Y	Y	Y	N/A	N/A
MEDIAN	Edinger	65 FWY to Bristol	0	5	25	Y	Y	Y	Y	N/A	N/A
MEDIAN	Edinger	Broadway to Flower south side	0	1	5	Y	Y	Y	Y	N/A	N/A
MEDIAN	Edinger	Flower to Park south side	0	0	3	Y	Y	Y	Y	N/A	N/A
MEDIAN	Edinger	Park to Baker South Side	0	1	2	Y	Y	Y	Y	N/A	N/A
MEDIAN	Kilson	Edinger south of	1	0	0	Y	Y	Y	Y	N/A	N/A
MEDIAN	Kilson	Edinger north of	1	0	0	Y	Y	Y	Y	N/A	N/A
MEDIAN	Edinger	Karen to Corta	0	0	2	Y	Y	Y	Y	N/A	N/A
MEDIAN	Fairview St.	Segerstrom Ave to Harvard	0	1	5	Y	N/A	Y	Y	N/A	N/A
MEDIAN	Fairview St.	South of Edinger	0	1	0	Y	N/A	Y	Y	N/A	N/A
MEDIAN	Harbor Blvd.	Segerstrom Ave to Santa Ana River	0	0	2	Y	N/A	Y	Y	N/A	N/A
MEDIAN	Bristol St	South of Edinger	0	1	0	Y	N/A	Y	Y	N/A	N/A
MEDIAN	Main St	Pomona to Occidental	0	1	1	Y	Y	Y	Y	N/A	N/A
MEDIAN	Grand Ave	Dyer Road to Hotel Terrance	0	0	0	Y	Y	Y	Y	N/A	N/A
MEDIAN	St Gertrude	E/O Ralitt	0	0	1	Y	Y	Y	Y	N/A	N/A
MEDIAN	Allon	Bristol to Fairview. Median on N side next to bike trail	0	21	13	Y	Y	Y	Y	Y	N/A
MEDIAN	Ralitt St	Adams St - Warner Av East side	0	0	0	Y	Y	Y	Y	Y	N/A
PLANTER	Segerstrom Avenue	At Douglas Street (SE)	0	1	0	Y	Y	Y	Y	Y	N/A
PLANTER	Segerstrom Avenue	At Ralitt NW C/O	0	0	1	Y	Y	Y	Y	N/A	N/A
PLANTER	Harbor	Warner to Santa Ana River east side				Y	Y	Y	Y	Y	N/A
MEDIAN	Harbor	Warner to Santa Ana River				Y	Y	Y	Y	Y	N/A
SDWK	Warner	Harbor to Santa Ana River North side				Y	N/A	Y	Y	Y	N/A
SDWK	Warner	Harbor to Santa Ana River South side				Y	N/A	Y	Y	Y	N/A

SDWK	Warner	Pacific to Fairview south side				Y	N/A	Y	Y	Y	N/A
SDWK	Warner	Rene West of Everglade				Y	N/A	Y	Y	Y	N/A
SDWK	Warner	Bristol to Flower				Y	N/A	Y	Y	Y	N/A
MONUMENT	St Andrew	1237 West Saint Andrew	1	0	0	Y	Y	N/A	Y	N/A	N/A
MONUMENT	St Andrew	1238 West	0	0	1	Y	Y	N/A	Y	N/A	N/A
PLANTER	Edinger	302 W Edinger									
PLANTER	Edinger	and Van Ness - South Side									
PLANTER	Edinger	at Flower									
PLANTER	Edinger	at Olive									
PLANTER	Edinger	at Park									
PKWY	Edinger	SOUTHSIDE AT VAN NESS EAST AND WEST	0	1	1	Y	N/A	Y	Y	Y	Y
PKWY	Edinger	918 WEST	0	0	1	Y	Y	Y	Y	Y	Y
PKWY	Edinger	SOUTHSIDE AT PARK EAST AND WEST				Y	N/A	Y	Y	Y	Y
FRWY	Edinger	35 FWY Loop south side				Y	Y	Y	Y	Y	N/A
SDWK	Edinger	Minnie to Cypress north side				Y	N/A	Y	Y	Y	N/A
SDWK	Edinger	Cedar to Maple South Side				Y	N/A	Y	Y	Y	N/A
IVY	Edinger	Broadway to Flower	0	1	5	Y	Y	Y	Y	Y	N/A
SDWK	Edinger	Flower to Magnolia North Side				Y	N/A	Y	Y	Y	N/A
MEDIAN	Edinger	Magnolia n/e c/o	0	0	1	Y	Y	Y	Y	N/A	N/A
PLNTR	Edinger	At Mohawk to Santa Ana River (Neighborhood Entrance)				Y	Y	Y	Y	Y	N/A
LINEAR PARK	Bristol	St. Andrew North East	1	0	0	Y	Y	Y	Y	N/A	Y
LINEAR PARK	Bristol	St. Andrew North West	1	0	0	Y	Y	Y	Y	N/A	Y
PLNTR	Edinger	Mohawk to Santa Ana River North Side				Y	Y	Y	Y	Y	N/A

WEDNESDAY

CODE	WORKSITE	LOCATION				WEED	TRIM	BLOW	TRASH	SIDEW	MOW
MEDIAN	McFadden Ave	Ritchey to Lyon RXR 20'	0	2	0	Y	N/A	Y	Y	N/A	N/A
MEDIAN	McFadden Ave	Orange to Main	0	0	1	Y	Y	Y	Y	N/A	N/A
MEDIAN	McFadden Ave	Susan to Dennis	0	0	3	Y	Y	Y	Y	N/A	N/A
MEDIAN	McFadden Ave	Mohawk to Huron - Side Median on the South	0	1	0	Y	N/A	Y	Y	N/A	N/A
MEDIAN	Mohawk	McFadden to Cribben	1	0	0	Y	Y	Y	Y	N/A	N/A
MEDIAN	Maxine	McFadden to Highland	0	0	1	Y	Y	Y	Y	N/A	N/A
PLANTER	Willis	Sullivan - SE Corner									
MEDIAN	Willis	Sullivan to Fairview - Side median on the North	0	2	0	Y	Y	Y	Y	N/A	N/A
MEDIAN	1st	Tustin to Bristol	1	5	16	Y	Y	Y	Y	N/A	N/A
MEDIAN	1st	Townsend to Center	0	0	1	Y	Y	Y	Y	N/A	N/A
MEDIAN	1st	Sullivan to Fairview	0	0	1	Y	Y	Y	Y	N/A	N/A
MEDIAN	1st	Santa Ana River to Jackson	0	0	2	Y	Y	Y	Y	Y	N/A
MEDIAN	1st	W/O Harbor	0	0	1	Y	Y	Y	Y	N/A	N/A
MEDIAN	1st	4920 West	0	0	1	Y	N/A	Y	Y	N/A	N/A
MEDIAN	McClay	Grand east of	0	0	1	Y	N/A	Y	Y	N/A	N/A
MEDIAN	Ritchey	McFadden to Wilshire RXR 20'	0	2	0	Y	N/A	Y	Y	N/A	N/A
MEDIAN	Grand Ave	At Hunter RXR 20'	0	1	0	Y	Y	Y	Y	Y	N/A
MEDIAN	Main St	Russell to McFadden Ave	0	0	1	Y	Y	Y	Y	Y	N/A
MEDIAN	Bristol St	Edinger Ave to 1st	0	0	7	Y	Y	Y	Y	Y	N/A
MEDIAN	Fairview St	Edinger Ave to 1st	0	0	6	Y	Y	Y	Y	Y	N/A
MEDIAN	Harbor Blvd	1111 south to 1ST	0	2	6	Y	Y	Y	Y	Y	N/A
MEDIAN	Chestnut	at Lyon 3 locations	0	3	0	Y	N/A	Y	Y	N/A	N/A
MEDIAN	LYON	at Normandy RXR 20'	0	2	0	Y	N/A	Y	Y	N/A	N/A
NE	Willis	West of Fairview - Neighborhood Entry	1	0	0	Y	Y	Y	Y	N/A	N/A
MEDIAN	Highland	West of Fairview	1	0	0	Y	Y	Y	Y	N/A	N/A

PLANTER	Cedar Street	McFadden N/E C/O	1	0	0	Y	Y	Y	Y	N/A	N/A
PLANTER	Cedar Street	McFadden N/W C/O	1	0	0	Y	Y	Y	Y	N/A	N/A
PLANTER	Cypress at Walnut	SE & SW	2	0	0	Y	Y	Y	Y	N/A	N/A
MEDIAN	Rail St	McFadden to Edinger - E/S	0	0	0	Y	Y	Y	Y	N/A	N/A
PLANTER	McFadden	E/O Santa Ana River south side slope	0	0	0	Y	N/A	Y	Y	Y	N/A
PLANTER	McFadden	E/O Santa Ana River north side slope	0	0	0	Y	N/A	Y	Y	Y	N/A
SOWK	McFadden	Newhope to Shannon south side				Y	N/A	Y	Y	Y	N/A
SOWK	McFadden	Newhope to W/O 4117 - North Side				Y	N/A	Y	Y	Y	N/A
LINEAR PARK	McFadden	Orange south side E/O	1	0	0	Y	Y	Y	Y	Y	Y
LINEAR PARK	McFadden	Orange south side W/O	2	0	0	Y	Y	Y	Y	Y	Y
LINEAR PARK	Old McFadden	Cypress N/E - End of Cul-de-Sac				Y	Y	Y	Y	Y	Y
LINEAR PARK	Old McFadden	Cypress N/W - End of Cul-de-Sac				Y	Y	Y	Y	Y	Y
LINEAR PARK	1st	Grand to Standard South side	0	0	1	Y	Y	Y	Y	Y	N/A
LINEAR PARK	1st	Grand to Standard North side	0	0		Y	Y	Y	Y	Y	N/A
IVY	1st	E/O Santa Ana River South side	0	0	1	Y	Y	Y	Y	Y	N/A
IVY	1st	E/O Santa Ana River North side	0	0	1	Y	Y	Y	Y	Y	N/A
PLANTER	Jackson	N/E C/O 1st	1	0	0	Y	N/A	Y	Y	N/A	N/A
PLANTER	Jackson	N/W C/O 1st	1	0	0	Y	N/A	Y	Y	N/A	N/A
LINEAR PARK	Bristol St.	North of Edinger Ave. (East side)		0	0	1	Y	Y	Y	Y	Y
LINEAR PARK	Bristol St.	North of Wilshire/ Eastside	2	0	0	Y	Y	Y	Y	Y	Y
PRVY	Bristol St.	Edinger to McFadden, east side	5	0	0	Y	Y	Y	Y	Y	Y
LINEAR PARK	Bristol St.	Elder to McFadden, west side	0	0	0	Y	Y	Y	Y	Y	Y
LINEAR PARK	Bristol	Pine to 1st, east side	2	0	0	Y	Y	Y	Y	Y	Y
LINEAR PARK	Bristol	Pine to 1st west side	1	0	0	Y	Y	Y	Y	Y	Y

THURSDAY

CODE	WORKSITE	LOCATION				WEEDS	TRIMMED	BLOWN	TRASH	SIDEWALK	MOWED
MEDIAN	Tuslin Ave.	1400 North to 17th St.	0	0	2	Y	Y	Y	Y	N/A	N/A
MEDIAN	Cabrillo Park	1st to 17th	0	1	9	Y	Y	Y	Y	N/A	N/A
MEDIAN	Grand	1st to 4th	0	0	1	Y	Y	Y	Y	Y	N/A
MEDIAN	Grand	Stafford to 14th	0	0	3	Y	Y	Y	Y	N/A	N/A
MEDIAN	Penn Way	5 FWY to 17th	1	1	0	Y	N/A	Y	Y	N/A	Y
MEDIAN	Santiago	6th to Santa Ana Blvd	1	0	1	Y	Y	Y	Y	N/A	N/A
MEDIAN	Broadway	1st to 3rd	0	0	2	Y	Y	Y	Y	N/A	N/A
MEDIAN	Broadway	4th to Civic Center Dr.	0	0	2	Y	Y	Y	Y	N/A	N/A
MEDIAN	Flower	1st to Santa Ana Blvd	0	0	2	Y	Y	Y	Y	N/A	N/A
MEDIAN	Flower	At 10th Street	0	0	1	Y	Y	Y	Y	N/A	N/A
MEDIAN	Flower	At 15th Street	0	0	1	Y	Y	Y	Y	N/A	N/A
MEDIAN	Bristol	1st to 9th	1	0	2	Y	Y	Y	Y	N/A	N/A
MEDIAN	Fairview	1st to North of 9th Street	0	2	3	Y	Y	Y	Y	N/A	N/A
MEDIAN	Harbor	1st to Westminster	9	0	5	Y	Y	Y	Y	N/A	N/A
MEDIAN	3rd	At Birch	2	0	0	Y	Y	Y	Y	N/A	N/A
MEDIAN	3rd	At Sycamore	1	0	0	Y	Y	Y	Y	N/A	N/A
MEDIAN	3rd	At Spurgeon	2	0	0	Y	Y	Y	Y	N/A	N/A
MEDIAN	4th Street	West of Terminal RXR 20'	0	1	0	Y	N/A	Y	Y	N/A	N/A
MEDIAN	4th Street	55 FWY to 5 FWY	0	1	4	Y	Y	Y	Y	N/A	N/A
MEDIAN	Santa Ana Blvd	Grand to Santiago	0	0	3	Y	Y	Y	Y	Y	N/A
MEDIAN	Santa Ana Blvd	At Minter, South side	0	0	0	Y	Y	Y	Y	N/A	N/A
MEDIAN	Civic Center Drive	Sycamore to Broadway	0	0	1	Y	Y	Y	Y	N/A	N/A
MEDIAN	17th St.	55 FWY to College Avenue	1	3	20	Y	Y	Y	Y	N/A	N/A
MEDIAN	17th Street	Fairview to Euclid	0	2	13	Y	Y	Y	Y	N/A	N/A

PKWY	Grand	1st to 4th East side	0	0	1	Y	Y	Y	Y	Y	N/A
PKWY	Grand	1st to 4th, West side	0	0	1	Y	Y	Y	Y	Y	N/A
LINEAR PARK	Lincoln	S FWY to 17th	1	0	0	Y	Y	Y	Y	N/A	N/A
FRWY	Penn Way	S FWY OFF RAMP TO 17th	0	0	1	0	Y	Y	Y	Y	Y
PLANTER	Wright Street	At Palm Street Diverter	0	0	1	Y	Y	Y	Y	Y	N/A
LINEAR PARK	BRISTOL	NORTHEAST AT 1ST STREET	0	0	1	Y	Y	Y	Y	Y	Y
PKWY	Bristol	1st to Civic Center Drive, East side	2	0	0	Y	Y	Y	Y	Y	N/A
PKWY	Bristol	1st to Civic Center Drive, West side	2	0	0	Y	Y	Y	Y	Y	N/A
FRWY	17th	S FWY Onramp to SFWY	0	0	1	Y	Y	Y	Y	Y	N/A
PLANTER	English	At 10th Street	0	1	0	Y	Y	Y	Y	Y	N/A
PLANTER	French Street	At Civic Center Drive	2	0	0	Y	Y	Y	Y	Y	N/A
PLANTER	10th Street	At Spurgeon Street	1	0	0	Y	N/A	Y	Y	Y	N/A
PLANTER	Washington avenue	At Bush Street	2	0	0	Y	Y	Y	Y	Y	N/A
PLANTER	Washington avenue	At Louise Street	2	0	0	Y	Y	Y	Y	Y	N/A
PLANTER	Washington avenue	At Olive Street	2	0	0	Y	Y	Y	Y	Y	N/A
PLANTER	Washington avenue	East of Harbor	2	0	0	Y	Y	Y	Y	Y	N/A
FRWY	Grand Avenue	Ramp loops (including adjacent areas, both sides of I-5)	7	0	0	Y	Y	Y	Y	Y	Y

FRIDAY

CODE	WORKSITE	LOCATION				WEEDS	TRIMMED	BLOWN	TRASH	SIDEWALK	MOVED
MEDIAN	Tustin	At Lenta East side	0	0	1	Y	Y	Y	Y	N/A	Y
MEDIAN	North Park Blvd.	S	0	0	6	Y	Y	Y	Y	N/A	Y
MEDIAN	Flower St.	17th St. to Park	0	0	0	Y	Y	Y	Y	N/A	Y
MEDIAN	Oakmont	North of Santa Clara	1	0	0	Y	Y	Y	Y	N/A	Y
MEDIAN	Bristol St	At Rivergreen		0	0	Y	Y	Y	Y	Y	N/A
MEDIAN	Bristol St	Santiago Creek to Memory Lane	0	1	1	Y	Y	Y	Y	Y	N/A
MEDIAN	Bristol St	Hesperian to N/O 22 FWY	0	2	0	Y	N/A	Y	Y	Y	N/A
MEDIAN	Bristol St	North of 17th	0	0	1	Y	Y	Y	Y	Y	N/A
LINEAR PARK	Bristol St	North of Elm, west side	0	0	1	Y	Y	Y	Y	Y	Y
MEDIAN	Fairview St	17th St North City Limit	0	0	1	Y	Y	Y	Y	Y	N/A
MEDIAN	Memory Lane	East of Main Street	0	0	1	Y	Y	Y	Y	Y	Y
MEDIAN	Memory Lane	Flower to Westwood	0	0	2	Y	Y	Y	Y	Y	N/A
MEDIAN	Memory Lane	at Pacific	0	1	0	Y	N/A	Y	Y	N/A	N/A
MEDIAN	Memory Lane	at Santa Ana River	0	1	0	Y	N/A	Y	Y	Y	N/A
MEDIAN	Main	at Discovery Science Center - Waiker/ Santiago Park				Y	N/A	Y	Y	N/A	N/A
MEDIAN	Main	Memory Lane to NCL	0	0	1	Y	Y	Y	Y	N/A	N/A
MEDIAN	Park Lane	East of Santiago	1	0	0	Y	Y	Y	Y	N/A	N/A
MEDIAN	Catalina	East of Tustin	1	0	0	Y	Y	Y	Y	N/A	N/A
PLANTER	19th Street	At Broadway	2	0	0	Y	Y	Y	Y	Y	N/A
PLANTER	19th Street	At Jefferson Place	1	0	0	Y	Y	Y	Y	Y	N/A
PLANTER	Lowell Lane	At Santa Clara Avenue	1	0	0	Y	Y	Y	Y	Y	N/A
PLANTER	Memory Lane	At Lowell Lane (SE & SW)	0	0	2	Y	Y	Y	Y	N/A	N/A
PLANTER	Park Lane	West of Bristol Street	1	0	0	Y	Y	Y	Y	Y	N/A
PLANTER	Towner Street	North of Santa Clara Avenue	1	0	0	Y	Y	Y	Y	N/A	N/A
PLANTER	Santiago	At 20th	2	0	0	Y	Y	Y	Y	N	N/A

FRWY	Edgewood	At Main East side				Y	Y	Y	Y	Y	N/A
PKWY	Bush	Edgewood to Spurgeon	0	1	0	Y	Y	Y	Y	N/A	N/A
PLANTER	Broadway	S FRY to Santa Clara				Y	Y	Y	Y	N/A	N/A
PLANTER	Santa Clara Avenue	At Bristol Street	2	0	0	Y	Y	Y	Y	Y	N/A
PLANTGER	Santa Clara Avenue	At Broadway	2	0	0	Y	Y	Y	Y	Y	N/A
PKWY	Memory Lane	Flower to Bristol South side				Y	Y	Y	Y	Y	Y
PKWY	Memory Lane	Flower to Westwood				Y	Y	Y	Y	Y	Y
PLANTER	Flower St.	North City Limit - Just North of Orange Road				Y	Y	Y	Y	Y	N/A
LINEAR PARK	Flower St.	At Santiago Creek Bridge North west				Y	Y	Y	Y	N/A	Y
WALL	Heliotrope	North of 17th & South of 19th	1	0	0	Y	Y	Y	Y	N/A	N/A
MEDIAN	Bristol	Santiago Creek to Memory Lane east side				Y	Y	Y	Y	Y	N/A
LINEAR PARK	Bristol	Elm to Park west side				Y	Y	Y	Y	Y	N/A
SDWK	Bristol	22 FWY onramp to NCL East side				Y	Y	Y	Y	Y	N/A
SDWK	Bristol	22 FWY to NCL West side				Y	Y	Y	Y	Y	N/A
PLNTR	Fairhaven	East of Eastwood at Rail Road Tracks - Both Sides									

EXHIBIT C**TRAFFIC CALMING DEVICES**

Location	Total Sq. Ft.	Maint. Type
3 rd and Bush	445	Hardscape
601 E. 4 th Street	300	Shrub/Ground Cover Area
Myrtle and Shelton	100	Shrub/Ground Cover Area
3 rd and Birch	300	Shrub/Ground Cover Area
Bishop and Shelton	100	Shrub/Ground Cover Area
Pacific and Walnut	100	Shrub/Ground Cover Area
Myrtle and Pacific	2,498	Shrub/Ground Cover Area
Wisteria and Pacific	100	Shrub/Ground Cover Area
Richland and Pacific	100	Shrub/Ground Cover Area
Willits and Pacific	100	Shrub/Ground Cover Area
Bishop and Baker	100	Shrub/Ground Cover Area
Highland and Shelton	100	Shrub/Ground Cover Area
Chestnut and Shelton	100	Shrub/Ground Cover Area
Occidental and Maple	1,422	Shrub/Ground Cover Area
Willits and Sullivan	2,300	Shrub/Ground Cover Area
Garfield and Santa Ana Blvd.	30	Shrub/Ground Cover Area
GRAND TOTAL Sq. Ft.	8,195	

EXHIBIT D

VACANT PARCELS

Address

- 1 North of 610 N Figueroa St
- 2 South of 926 N Lincoln Ave
- 3 Northeast corner of Standard Ave and Chestnut Ave
- 4 South side of Edinger ave east of Boyd St
- 5 Northwest corner of 1st St and Pacific Ave
- 6 South of 122 N Euclid St
- 7 North side of 1st St west of Garfield St
- 8 East of 5301 W 1st St
- 9 Dead-end of San Lorenzo west of Baker
- 10 Northwest corner of Flower St and Walnut St
- 11 Northwest corner of Dalsey and Walnut
- 12 South of 4319 W Edinger Ave
- 13 Slope on south side of Warner west of the 55 fwy
- 14 East of 2216 W 5th St
- 15 Slope on south side of Mcfadden west of the 55 fwy
- 16 North slope of Edinger east of the Santa ana River
- 17 South side of 6th Street east of Mabury Street
- 18 Walkway East of Greenbrier St between River Ln and Sharon Rd
- 19 1st Street East of 117 N Standard Ave
- 20 Main Place Dr between Broadway and Bedford Rd
- 21 Southwest corner of Segerstrom and Bear
- 22 Santa Fe Street south of 2nd Street Area
- 23 East side of Ritchey between Warner and St Andrew
- 24 North slope of Mcfadden east of the Santa Ana River
- 25 North side of 7th east of Jackson
- 26 East side of Clinton north of 5th
- 27 North and South slopes of Santa Clara Ave west of the 55 freeway
- 28 Penn Way between 17th and Washington
- 29 South slope of Mcfadden east of the Santa Ana River
- 30 Slope on north side of Warner west of the 55 fwy
- 31 East of 2212 W St Gertrude Pl
- 32 South side of Macarthur west of the 55 Fwy
- 33 South side of Dyer west of the 55 Fwy
- 34 North of 1026 N Mirasol St
- 35 East of 502 E Memory Ln
- 36 Dead end of 6th St west of Hawley St
- 37 East of 1633 E 6th St
- 38 North of 3131 S Standard Ave

- | | |
|----|--|
| 39 | East side of Lincoln at Washington |
| 40 | Northeast corner of 1st St and Mabury St |
| 41 | West side of Grand Ave north of I-5 Freeway |
| 42 | Southeast Corner of Sullivan St and Willits St |
| 43 | North of 2057 N Bush Street |

EXHIBIT E

ALLEYS MAP

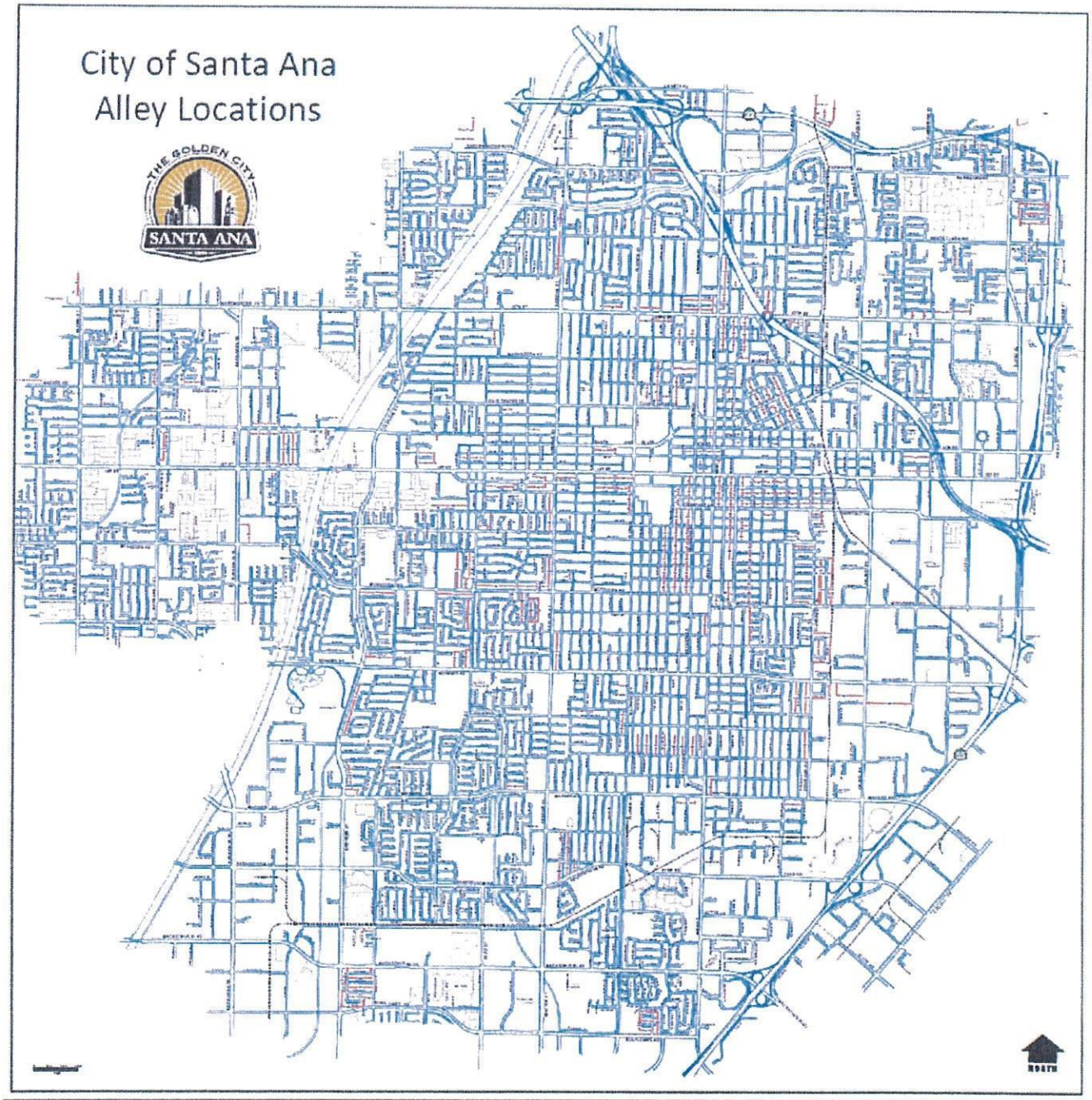
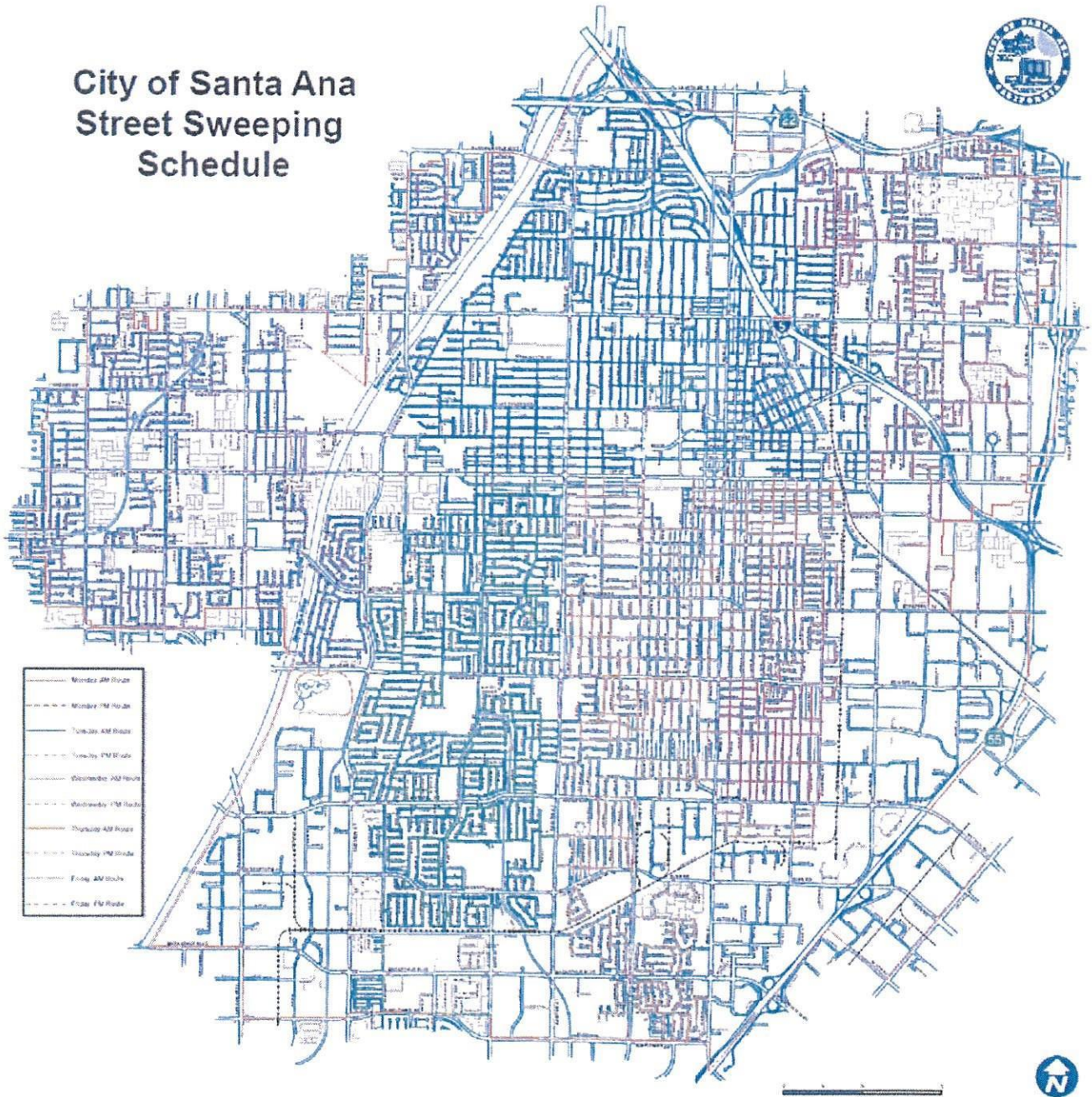


EXHIBIT F
STREET SWEEPING SCHEDULE

City of Santa Ana
Street Sweeping
Schedule



- Monday AM Route
- Monday PM Route
- Tuesday AM Route
- Tuesday PM Route
- Wednesday AM Route
- Wednesday PM Route
- Thursday AM Route
- Thursday PM Route
- Friday AM Route
- Friday PM Route

EXHIBIT G
CITY BOUNDARY MAP

City of Santa Ana



EXHIBIT H

IRRIGATION TECHNICIAN

Crew Size - 1 Irrigation Technician

1. The Irrigation Technician shall turn off irrigation system during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of horticulturally acceptable maintenance practices as determined by the Projects Manager or designee.

When the Projects Manager or designee acknowledges the necessity to turn on the water once again, all controllers shall be activated within twenty-four (24) hours. After 24 hours, the Projects Manager or designee at his discretion may elect to activate the controllers with City forces and deduct estimated time plus overhead from the Contractor's monthly invoice.

2. The Irrigation Technician shall physically inspect (by manual or semi-automatically running the Controller) the operation of all systems weekly. The Irrigation Technician shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and make whatever adjustments are necessary, including but not limited to, adjustment of heads or inserts, or replacing of inserts, etc., to prevent excessive over spray/runoff into street right-of-ways or other areas not intended to receive irrigation over spray/runoff.
3. A visual inspection of all irrigated areas shall occur, more often, but not less than one (1) time per week. All areas receiving marginal coverage shall be irrigated by a portable irrigation method. The Irrigation Technician shall furnish all hoses, nozzles, sprinklers, etc., necessary to accomplish this supplementary irrigation. Care shall be exercised to prevent waste of water, erosion, and/or detrimental seepage into existing underground improvements or structures.
4. Contractor shall submit a monthly irrigation report to the Projects Manager or designee. The report shall be of the format required by the Projects Manager or designee and shall include, but not be limited to, controller location, address, type of controller, number of stations, schedule, and run times for each station, turf, ground cover or shrub irrigation, condition of site, and repairs made for each station.
5. Irrigation Technician shall maintain a log at each controller location.
6. Irrigation Technician shall provide efficient use of water at all times. The controllers shall be programmed and monitored to maintain adequate moisture, optimal for growth and appearance, while eliminating excessive runoff. Adequate soil moisture shall be determined by visual observation, plant resiliency, and turgidity, examining cores removed by soil probe, moisture sensing devices, and programming irrigation controllers accordingly. Considerations must be given to soil texture, structure, porosity, water holding capacity, drainage, compaction, precipitation rate, runoff,

infiltration rate, percolation rate, evapotranspiration, seasonal temperatures, prevailing wind condition, time of day or night, type of plant and root structure.

7. Irrigation Technician shall be responsible for and bear the cost of service and repair to all irrigation components from the remote control valve, downstream (including the remote control valve). The responsibility includes, but is not limited to, the remote control valve, flow sensors, lateral lines, fittings, risers, all sprinkler heads, and drip irrigation components.
8. Monitoring Systems: Irrigation Technician shall weekly inspect the irrigation systems for broken and clogged heads, malfunctioning or leaking valves, or any other condition, which hampers the correct operation of the system. Authorization must be obtained from the Project Manager or designee before proceeding with work not covered under normal maintenance work and the malfunctioning sprinkler system area shall be irrigated by a portable irrigation method until all authorized repairs have been completed to the Project Manager or designee's satisfaction. Each irrigation controller(s) and system shall be checked weekly for proper water scheduling and coverage. Make all necessary adjustments to heads, which throw onto roadways, walkways, windows, or out of intended area of coverage. Irrigation Technician shall clean and adjust sprinkler heads as needed for proper coverage. Each system shall be manually operated at the irrigation controller and observed on a bi-monthly basis. Controllers shall be programmed to water during nighttime hours between approximately midnight and 7:00 a.m. No watering shall occur during the daytime unless associated with irrigation check/repairs or with prior approval by the Projects Manager or designee.
9. Irrigation Technician shall provide irrigation personnel fully trained in all phases of landscape irrigation systems operation, maintenance, adjustment, and repair. This is to include diagnosis and repair of controllers, valve wires, control valves, lateral lines, gate valves, main lines, strainers, pressure regulators, backflow devices, moisture sensors, master valves, and electric pedestals. Irrigation Technician shall maintain an adequate stock of medium and high usage items for repair of all irrigation systems.
10. Note: Irrigation Technician has the responsibility to adequately diagnose problems and take corrective action as called for in the contract specifications. Should the City be called upon to diagnose an irrigation problem that is Irrigation Technicians responsibility, the City's labor and material cost incurred will be deducted from the monthly payment to Irrigation Technician.
11. Automatic controllers and/or enclosures shall be locked while unattended.
12. All controller enclosures must be painted in approved colors, as needed, to prevent rusting and maintain good appearance. System Maintenance: Once a year during the month of March, Irrigation Technician shall wipe down the equipment in the irrigation controller cabinet to remove all dust and dirt, clean all electrical connections,

Install bait traps for control of ants, replace batteries as required, clean and remove intruding soil in valve boxes and replace gravel, as originally specified.

13. All hinges and locks shall be regularly oiled to ensure trouble free operation.
14. Sprinkler heads shall be kept clear of overgrowth that may obstruct maximum operation.
15. Repairs made to the irrigation system must be made in accordance with the system's original design with products equal to or higher quality than currently provided. Workmanship shall be performed in accordance with industry standards.
16. Irrigation Technician shall be responsible for regular monitoring of all systems and correcting for: coverage, adjustment, and clogging of lines and other sprinkler components.
17. All irrigation systems shall be inspected and adjusted on a weekly basis or more frequently as required, considering the water requirements of each remote control valve. A written irrigation tracking sheet indicating the system location, date inspected, and watering schedule shall be submitted to the Projects Manager or designee at the end of each week.
18. Irrigation Technician shall observe and note deficiencies occurring from the original design of facilities and review these findings with the Projects Manager or designee so necessary improvements can be considered.
19. All leaking or defective piping, valves, or other system components shall be repaired within twenty-four (24) hours of detection.
20. Particular attention shall be paid to all slope areas, which will, by physical nature, provide for greatest potential runoff, which can contribute to erosion.
21. Irrigation Technician shall turn off controllers when adequate rainfall is anticipated.
22. In the event of irrigation system failure, manual watering required to keep the plant material in a vigorous, healthy condition is to be provided by Irrigation Technician at no additional cost to the City.
23. At no time shall Irrigation Technician utilize a fire hydrant for irrigation purposes without written authorization by Projects Manager or designee.
24. Contractor will keep system in operation by valve or head adjustment to keep all systems operating at manufacturer's recommended operating pressure. This shall be accomplished by valve throttling pressure gaging. The valves should be throttled to prevent sprinkler heads from fogging, allowing droplets for effective watering. The Projects Manager or designee may request a coverage test to evaluate proper settings, timing, usage, or maintenance of system.

25. All valve boxes, controllers, and backflow devices shall be kept clear of plant growth.
26. Contractor shall be responsible for periodic inspection of surface drains located within the landscaped areas. These drains shall be checked to assure proper functioning. Remove any debris or vegetation that might accumulate at the inlet and prevent proper flow of water.
27. Any erosion damage because of Contractor's failure to keep the surface drains clear shall be repaired at Contractor's expense.

EXHIBIT B

CITY OF SANTA ANA REQUEST FOR PROPOSALS FOR RIGHT OF WAY AND MEDIAN LANDSCAPE MAINTENANCE SERVICES

PROPOSER'S CERTIFICATION and PROPOSAL ITEM PRICING

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit A) and am familiar with the scope of work locations. I am familiar with all the existing conditions and limitation that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

Proposal Item Price - Pricing shall be based on a unit cost for services described in Exhibit A. Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the contractor only after discussed and authorized by the City projects manager or designee in writing.

ROUTINE MAINTENANCE PRICING

ITEM #	BID ITEM DESCRIPTION	QUANTITY	UNIT	UNIT QUANTITY	UNIT PRICE	EXTENDED TOTAL PRICE
1.	Median Crew--Laborer (2,000 Hours)	5	Hour	10,000	\$ 30.00	\$ 300,000
2.	Median Crew - Lead worker (2,000 Hours)	1	Hour	2,000	\$35.00	\$ 70,000
3.	ROW Crew - Laborer (2,000 Hours)	2	Hour	4,000	\$ 30.00	\$ 120,000
4.	ROW Crew - Supervisor	1	Hour	2,000	\$ 40.00	\$ 80,000
5.	Irrigation Technician (2,000 Hours)	1	Hour	2,000	\$ 39.00	\$ 78,000
Total Contract Amount (Add Lines III, V & IV)						648,000
6.	As-Needed Cleaning	1	Hour	2,000	\$ 26.00	\$ 52,000

During the process of negotiation between the City of Santa Ana and Landscape West Management Service Inc on June 7th 2019, we have agreed to drop our annual total to \$700,000.

EXTRAORDINARY PLANTING

LINE	DESCRIPTION	
EXTRAORDINARY PLANTING		
I.	36" box Tree: standard trunk	\$ 950.00
II.	36" box Tree: multi trunk	\$ 975.00
III.	24" box Tree: standard trunk	\$ 495.00
IV.	24" box Tree: multi trunk	\$ 550.00
V.	15 gal plant	\$ 95.00
VI.	5 gal plant	\$ 35.00
VII.	1 gal plant	\$ 20.00
VIII.	4" Flat of annual color	\$ 35.00
IX.	Flat of ground color	\$ 30.00

Landscape West Management Services, Inc.
 LEGAL NAME OF COMPANY

O. (714) 860-4702 F. (714) 860-4705
 PHONE AND FAX NUMBERS

1234 North Blue Gum Street, Anaheim, Ca 92806
 BUSINESS ADDRESS

Michael Garlbay President PRINTED NAME
 OF AUTHORIZED AGENT TITLE
 SIGNATURE OF AUTHORIZED AGENT 5/30/19 michael@twinsluc.com E-MAIL ADDRESS
 36-4750952 C27-985245
 FEDERAL ID NUMBER CONTRACTOR LICENSE NUMBER

30.00

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
 PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.



LAND800

OP ID: KC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
High Ground Insurance Services
2377 Crenshaw Blvd, #304
Torrance, CA 90501
Christopher Cordill

310-542-4600

CONTACT NAME: Christopher Cordill

PHONE (A/C, No, Ext): 310-542-4600

FAX (A/C, No): 310-542-8400

E-MAIL ADDRESS: ccordill@unitedagencies.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: THE HARTFORD

11000

INSURER B: OAK RIVER INSURANCE COMPANY

34630

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Landscape West Mgmt Svcs, Inc.
1234 North Blue Gum Street
Anaheim, CA 92806

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

GENERAL CONDITIONS OF COVERAGE. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.													
INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	X	COMMERCIAL GENERAL LIABILITY			X	72UUNOK7437	04/01/2020	04/01/2021	EACH OCCURRENCE	\$ 1,000,000			
		CLAIMS-MADE	X	OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000			
									MED EXP (Any one person)	\$ 5,000			
									PERSONAL & ADV INJURY	\$ 1,000,000			
									GENERAL AGGREGATE	\$ 2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:								PRODUCTS - COM/POP AGG	\$ 2,000,000			
		POLICY		PRO-JECT		LOC			Emp Ben.	\$ 0			
		OTHER:											
A	AUTOMOBILE LIABILITY					72UUNOK7437	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000			
	X	ANY AUTO OWNED AUTOS ONLY			SCHEDULED AUTOS				BODILY INJURY (Per person)	\$			
	X	HIRED AUTOS ONLY		X	NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident)	\$			
									PROPERTY DAMAGE (Per accident)	\$			
										\$			
A	X	UMBRELLA LIAB			OCCUR	72HHUOK7438	04/01/2020	04/01/2021	EACH OCCURRENCE	\$ 2,000,000			
		EXCESS LIAB			CLAIMS-MADE				AGGREGATE	\$ 2,000,000			
		DED		RETENTION \$						\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					LAWC014309	10/11/2019	10/11/2020	X	PER STATUTE		OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				Y/N							E.L. EACH ACCIDENT	\$ 1,000,000
					Y				N/A			E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below											E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

30 days notice if cancelled. 10 days notice if cancelled for non-payment.
Project: Right of Way and Median Landscape Maintenance Services RFP#19-016

REVIEWED & APPROVED
By Risk Management Division

**** See Holder Notes attached for additional information ****

MAR 30 2020
[Signature]

CERTIFICATE HOLDER

CITSAN3

City of Santa Ana
Risk Management Division
20 Civic Center Plaza
Santa Ana, CA 92702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

NOTEPAD:HOLDER CODE CITSAN3
INSURED'S NAME Landscape West Mgmt Svcs, Inc.LAND800
OP ID: KCPAGE 2
Date 03/30/2020

City of Santa Ana, it's Officers, Employees, Agents, Volunteers and
Representatives are included as Additional Insured in respects to General
Liability when required by written contract per policy form HG 00 01 09
16. This coverage is Primary and Non-Contributory
Waiver Subrogation is included per policy form WC 99 04 10B.

REVIEWED & APPROVED
By Risk Management Division

MAR 30 2020


**THIRD AMENDMENT TO AGREEMENT TO PROVIDE RIGHT OF WAY
AND MEDIAN LANDSCAPE MAINTENANCE SERVICES**

THIS THIRD AMENDMENT to the above-referenced agreement is entered into on December 1, 2020, by and between Landscape West Management Services, Inc. ("Contractor"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. The parties entered into Agreement No. A-2019-103, dated July 2, 2019, by which Contractor agreed to provide right-of-way and median landscape maintenance services for the Maintenance Services Division of the Public Works Agency ("Agreement").
- B. On September 26, 2019, the parties entered into First Amendment No. N-2019-195 to increase the scope of services and the amount expended under the Agreement for the period ending June 30, 2020.
- C. On May 5, 2020, the parties entered into Second Amendment No. A-2020-095 to further increase the amount expended under the Agreement for the period ending June 30, 2020.
- D. The original term of the Agreement is for two years, and the Agreement remains in effect through June 30, 2021, with provision for extension.
- E. The parties now wish to further amend the Agreement to increase the amount to be expended under the Agreement.

The Parties therefore agree:

- 1. **Section 2, Compensation**, is amended to increase the annual sum to be expended under the remaining term of the Agreement, including any extension periods, from \$770,000 to \$1,020,000.
- 2. Except as modified by this Third Amendment, and all prior amendments, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Agreement on the date and year first written above.

ATTEST

CITY OF SANTA ANA

Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM

Sonia R. Carvalho
City Attorney

By: John M. Funk

John M. Funk
Assistant City Attorney

CONTRACTOR

Landscape Work Management
Services Inc

Michael Garibay

Name: Michael Garibay
Title: President

RECOMMENDED FOR APPROVAL

Nabil Saba
Executive Director
Public Works Agency