

# REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

JUNE 19, 2018

TITLE:

**APPROVE AN AGREEMENT WITH  
MARIPOSA LANDSCAPE, INC. FOR  
LANDSCAPE SERVICES AT PACIFIC  
ELECTRIC PARK AND ROOSEVELT-  
WALKER COMMUNITY CENTER  
{STRATEGIC PLAN NO. 6, 1B}**

A handwritten signature in black ink, appearing to read "N. Garcia", is written over a horizontal line.

CITY MANAGER

CLERK OF COUNCIL USE ONLY:

APPROVED

- ☐ As Recommended
- ☐ As Amended
- ☐ Ordinance on 1<sup>st</sup> Reading
- ☐ Ordinance on 2<sup>nd</sup> Reading
- ☐ Implementing Resolution
- ☐ Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

FILE NUMBER \_\_\_\_\_

## RECOMMENDED ACTION

Authorize the City Manager and Clerk of the Council to execute an agreement with Mariposa Landscape, Inc. to provide landscape maintenance services at Pacific Electric Park and Roosevelt-Walker Community Center for an amount not to exceed \$17,668, which includes a ten percent contingency, for a term from July 1, 2018 through January 31, 2019, with two, one-year renewal options for amounts not to exceed \$32,601 and \$34,644, respectively, which include a ten percent contingency, for a total agreement amount of \$84,913, subject to non-substantive changes approved by the City Manager and City Attorney.

## DISCUSSION

The Parks, Recreation and Community Services Agency (PRCSA) maintains the parks within the City. On April 5, 2018, PRCSA issued a Request for Proposal (RFP) for the landscape maintenance of Pacific Electric Park and Roosevelt-Walker Community Center. The Agency received three proposals from interested companies.

An evaluation committee consisting of two representatives from PRCSA Park Maintenance and one from PRCSA Civic Center Maintenance reviewed and rated the proposals. The proposals were evaluated according to the criteria listed in the RFP, which includes firm/team experience, relevant project experience, scope understanding, references and fee. The results of the RFP evaluation were as follows

Company	Score	Ranking
Mariposa Landscape	228	1
DMS Facility Services	224	2
Priority Landscape Services	188	3

The City proposes to enter into a seven-month agreement with Mariposa Landscape, Inc with two, one-year renewal options, for landscape maintenance services. The seven-month period will allow the term to expire on the same cycle as other landscape maintenance agreements.

### **STRATEGIC PLAN ALIGNMENT**

Approval of this item allows the City to meet Goal #6 - Community Facilities & Infrastructure, Objective #1 (Establish and maintain a Community Investment Plan for all City assets), Strategy B (Equitably maintain existing streets and associated assets in a state of good repair so they are clean, safe and aesthetically pleasing for all users).

### **FISCAL IMPACT**

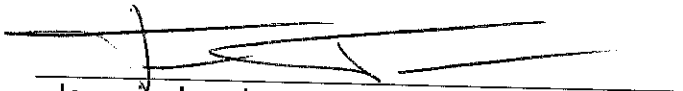
Funds will be budgeted in the following account for the specified year of the initial term:

Accounting Unit	FY 18/19
PRCSA-Park Maintenance (no. 01113250-62320)	\$17,668

Funds will be budgeted in the following account for the specified years of the two, one-year renewal terms:

Accounting Unit	FY 18/19	FY19/20	FY20/21
PRCSA-Park Maintenance (no. 01113250-62320)	\$13,584	\$33,452	\$20,209

APPROVED AS TO FUNDS AND ACCOUNT:

  
Jeannie Jurado  
Acting Executive Director  
Parks, Recreation and Community Services  
Agency

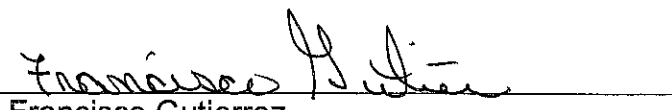
  
Francisco Gutierrez  
Executive Director  
Finance and Management Services Agency

Exhibit: 1. Agreement

**AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES  
FOR PACIFIC ELECTRIC PARK AND ROOSEVELT WALKER CENTER**

THIS AGREEMENT is made and entered into this 19th day of June, 2018 by and between Mariposa Landscape, Inc., a California Corporation (hereinafter "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 (hereinafter "City").

**RECITALS**

- A. On April 5, 2018, the City issued Request for Proposal ("RFP") No. 18-030, by which it sought proposals from qualified firms for landscape maintenance services for Pacific Electric Park and Roosevelt Walker Center.
- B. Contractor submitted a responsive proposal that was selected by the City. Contractor represents that it is able and willing to provide such services to the City described in the attached scope of work that is attached to this Agreement and identified as Exhibit A.
- 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 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 landscape and maintenances services for Pacific Electric Park and Roosevelt Walker Center as set forth in **Exhibit A**, and incorporated by reference to this Agreement. Contractor's proposal is also incorporated by reference as though fully set forth herein.

**2. COMPENSATION**

- a. City agrees to pay, and Contractor agrees to accept as total payment for its services, the rates and charges identified in **Exhibit B** and incorporated by reference to this Agreement. The total amount to be expended for services during the term of this Agreement, including any extension exercised under Section 3, shall not exceed \$84,911.13. For the initial term of the Agreement, as defined in Section 3, the total amount to be expended shall not exceed \$17,667.03. The amount for the initial term is \$16,060.94 and (2) a 10% contingency of up to \$1,606.09 for services as may be performed by Contractor at the sole discretion of City.

- b. For the first extension period exercised per Section 3 of this Agreement, the total yearly amount to be expended shall not exceed \$32,600.70. This amount is comprised of \$29,637 and a 10% contingency of up to \$2,963.70 for services as may be performed by Contractor at the sole discretion of the City.
- c. For the second extension period exercised per Section 3 of this Agreement, the total yearly amount to be expended shall not exceed \$34,643.40. This amount is comprised of \$31,494 and a 10% contingency of up to \$3,149.40 for services as may be performed by Contractor at the sole discretion of the City.
- 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 which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on July 1, 2018 and terminate on January 31, 2019, unless terminated earlier in accordance with Section 15, below. The term of this Agreement may be extended for two (2) one year extensions upon a writing executed by the City Manager and the City Attorney.

### **4. 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.

### **5. 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.

## **6. 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.

## **7. 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 Contractors, 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 out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

## **8. INTELLECTUAL PROPERTY INDEMNIFICATION**

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States'

letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

## **9. 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.

## **10. 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.

## **11. CONFLICT OF INTEREST CLAUSE**

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

## **12. 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  
Fax 714- 647-6956

With courtesy copies to:

Gerardo Mouet  
Executive Director,  
Parks, Recreation and  
Community Services Agency  
City of Santa Ana  
20 Civic Center Plaza (M-23)  
P.O. Box 1988  
Santa Ana, California 92702  
Fax 714- 647-4211

and

City Attorney  
City of Santa Ana  
20 Civic Center Plaza (M-29)  
P.O. Box 1988  
Santa Ana, California 92702  
Fax 714- 647-6515

To Contractor: Mariposa Landscape, Inc.  
6232 Santos Diaz Street  
Irwindale, California 91702  
Fax 626-960-8477

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 time frames, weekends, federal, state, County or City holidays shall be excluded.

### **13. 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.

#### **14. 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.

#### **15. 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.

#### **16. 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.

#### **17. 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.

#### **18. 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.

#### **19. 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.

#### **20. 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:

CITY OF SANTA ANA

\_\_\_\_\_  
MARIA D. HUIZAR  
Clerk of the Council

\_\_\_\_\_  
RAUL GODINEZ, II.  
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO  
City Attorney

By: Laura A. Rossini  
Laura A. Rossini  
Senior Assistant City Attorney

RECOMMENDED FOR APPROVAL:

MARIPOSA LANDSCAPE, INC.

\_\_\_\_\_  
Gerardo Mouet  
Executive Director,  
Parks, Recreation and  
Community Services Agency

\_\_\_\_\_  
Terry Noriega  
President

EXHIBIT A  
SCOPE OF SERVICES

**Appendix  
ATTACHMENT 1  
SCOPE OF WORK**

**CITY OF SANTA ANA  
REQUEST FOR PROPOSALS  
FOR  
LANDSCAPE MAINTENANCE SERVICE  
RFP NO.: 18-030**

**Description of Work**

**ROUTINE MAINTENANCE**

Each morning at the start of the workday the Contractor's Supervisor or their designated representative shall inspect each site and respond immediately to any malfunctions, vandalism, hazardous conditions or otherwise abnormal conditions that are inconsistent with the quality standards specified herein or threaten people and/or property by reporting the condition immediately to the Director's Representative. Failure to inspect each site daily before 9:00am will result in a \$300 penalty per site.

Routine maintenance shall include but not be limited to the following services performed at the Work Sites listed in Attachment 3-6 and per the City of Santa Ana Park Services Standards (see Attachment 6).

- 1.0 Turf Care-Shall be differentiated by the two types of turf - "Casual Turf" and "Priority Turf". The Contractor shall maintain mowers that provide a smooth, even cut without ridges or depressions and without tearing of the leaf blades. Mowing shall be performed at the speed the mowers manufacturer specifies to maximize quality of cut. Mowing shall be performed with straight and flowing patterns approved by the Director's Representative. All visible turf clippings shall be removed from the site the same day turf care occurs pursuant to SAMC Chapter 16. Furthermore, the Contractor shall prevent turf clippings from leaving the site into streets or any other adjacent properties. From time to time the Director's Representative will direct the Contractor to change mowing patterns to minimize rutting and compaction.

- 1.1 Casual Turf Mowing-All "casual" turf (non-priority turf) shall be mowed every other week. The Contractor may use rotary mowers to mow casual turf. The City prefers that the Contractor use Kubota L5060 tractors equipped with turf type tires and tractor powered Trimax ProCutS3-237 91" rotary mowers for the large turf areas greater than 69" wide and Trimax ProCutS3-178 69" rotary detail mowers for areas between trees and other park amenities. The Director's Representative shall determine height of cut. String trimmers are not allowed for mowing turf.

- 1.2 Edging and Detailing

Edging/detailing of the entire site shall be performed at the same time mowing occurs.

The City prefers that all edging shall be performed with the use of a McLane's edger or approved substitute walk-behind or fixed blade stick edger. Contractor shall edge all turf

adjacent to all improved hard surfaces such as concrete, decomposed granite, asphalted concrete paved areas, pavers, etc.

Edging/detailing may occur with string trimmers around park amenities that are not immediately adjacent paved surfaces.

Chemical detailing of turf may occur only with the Director's Representatives approval. If chemical detailing is performed, the Contractor shall spray maximum 3" and use the string trimmer to remove the treated turf within one (1) week after symptoms of phytotoxicity become recognizable.

The Director's Representative may require the Contractor to use string or rope lines to edge straight lines if the Contractor's staff fails to achieve this quality without this method.

The Contractor shall detail around trees, along walls/fences and other park amenities first using a sharpened shovel cut to establish a concentric round circle around trees, poles, etc. Once the initial detailed circle is established a string trimmer may be used to maintain the circle. Should the circle begin to deform the Director's Representative shall direct the Contractor to repeat the detail process. Shovel cut detailing shall be repeated a minimum of every 3 months to maintain crisp evenly round lines.

The Contractor shall detail turf not greater than 1" away from park amenities walls or fences. Detail lines shall be made straight and shall be maintained straight. The Contractor shall, at his own cost, supply sandy loam top soil and an approved turf sod to reduce any existing bare soil areas along walls/fences that are greater than 1".

## 2.0 Irrigation

- 2.1 Contractor shall ensure irrigation systems are continually monitored and repaired in a timely manner and per the Director's Representatives direction. The Contractor shall visually check all sites each morning and physically check each sites systems monthly indicating in writing the: 1) site name; 2) the controllers manufacturer, model and serial number; 3) controller letter/number; 4) run days; 5) start times; 6) station run times; 7) water budget percentage; 8) weekly Et; 9) deficiencies noticed; and, schedule to cure/repair deficiencies.
- 2.2 When an irrigation system does not adequately provide water to the priority turf area in which it is installed, due to any reason including but not limited to controller failure, valve failure, broken heads, poor system design, etc., the Contractor shall direct their staff to immediately provide supplemental irrigation at no extra cost to the City. The Contractor may use any reasonable means necessary to uniformly irrigate priority turf areas. Contractor may also submit AEWs with engineered drawings to improve these areas of the system. Failure to maintain priority turf in a green and healthy condition will result in deductions from the monthly invoice.
- 2.3 Irrigation System Maintenance
  - 2.3.1 Inspection and Reporting- The Contractor shall maintain all sprinkler systems using City standard irrigation products and details. All repairs shall be to City of Santa Ana Park Services' specifications and details. Repairs to irrigation heads shall be

with matching precipitation nozzles. Contractor shall ensure that excessive over spray/runoff into street right-of-ways or other areas not intended to receive irrigation is controlled. The Contractor shall repair at his own expense any irrigation head and lateral line rendered inoperable or malfunctioning due to attrition, vandalism, etc. All other repairs, RCV to meter, shall be repaired and shall be "tagged" using the City of Santa Ana Park Services "tagging" system noting the Company and Irrigation Tech that performed the repair, the date of the repair and the Contractor's and Irrigation Technicians contact information. All repairs shall be warrantied for two years from the date of the approved repair. All head and lateral lines shall be repaired within five days of discovery of malfunction/repairs needed. All other irrigation repairs shall be performed immediately following approval of the work. The Director's Representative shall impose penalties for failure to respond and/or hire a Certified Irrigation Technician to remedy the system.

All areas receiving marginal coverage shall receive supplemental irrigation by being irrigated by a portable irrigation method. The contractor shall furnish all portable hoses, nozzles, sprinklers, etc., necessary to accomplish this additional irrigation. Care shall be exercised to prevent a waste of water, erosion, and/or detrimental seepage into existing underground improvements or structures.

- 2.3.2 Repairs-The Contractor shall be responsible at his own expense for repairs to all irrigation heads, swing joints and lateral lines as a part of this agreement. The City will be responsible for the cost of materials from the valve to the water meter. The Contractor shall submit proposals to the Director's Representative for extra work to repair/improve the irrigation system from the RCV to the meter.

### 3.0 Groundcover Care

- 3.1 The Contractor shall service ground cover/shrub beds on a bi-weekly basis. These areas shall be maintained within their intended bounds and edged and/or detailed to keep the beds looking manicured at all times. Groundcovers shall not be allowed to grow into other groundcover beds, shrubs, vines or on trees. All plant material shall be maintained in an attractive and healthy condition.
- 3.2 Ground cover shall not encroach into lawns, shrubs, adjacent desirable bare areas, curbs, wall fixtures, furniture, beneath and/or into other plants, etc. All sites shall be cleaned immediately following each edging/detailing, including streets.

### 4.0 Shrub/Vine Care

#### 4.1 Shrub

All shrubs shall be serviced every other week. Shrubs growing in the work areas shall be pruned such that the plants remain in a healthy growing condition. Plant growth shall be maintained to prevent overgrowth into passageways, walks, streets, view of signs or in any manner deemed objectionable by the Director's Representative. Dead or damaged limbs shall be removed so that no projections or stubs remain. Pruning/trimming shall be done by hand shears or loppers in a manner to permit plants to grow naturally in accordance with their normal growth characteristics. "Box hedging" may be required on some shrubs, as

set designated by the Director. "Box hedged" plants will be required to have all three sides level and straight to the satisfaction of the Director's Representative. In order to achieve straight and level lines of shrubs the Contractor shall run string lines to assure straight pruning. Shear hedging or severe pruning/trimming of plants, unless authorized by the Director's Representative, is not permitted. Topping of plants whose natural growth stems from the base of the plant is not permitted. Should the Contractor top, shear hedge or severely prune plants and disfigure or damage the plants, the Contractor shall be responsible for replacing those plants with like kind and size, subject to approval by the Director's Representative.

The Contractor may be requested from time to time to raise the bottom of the shrubs for security reasons.

#### 4.2 Vine

Contractor shall plant 250 per year at its own expense 1 gallon Parthenocissus tricuspidata (Boston Ivy) vines at 15' on center along property walls, building walls, and any other park owned walls until the vines mature and cover the walls. Note that the Contractor shall irrigate the vines and fertilize as necessary to promote healthy and vigorous growth. The Contractor will immediately replace any vine at the Contractor's expense that is lost for any reason including but not limited to lack of water, vandalism, accidental post emergent spraying, etc.

Contractor shall trim the vine once it reaches the top of the wall or at a specific height on the wall, as determined by the Director's Representative. The Contractor shall also prune the vine back to the wall to reduce the width and weight of the vine one-time per year in May. The Contractor shall keep vines off telephone poles or other non-wall surfaces at all times.

#### 5.0 Tree Care

The Contractor shall perform all tree services per the City of Santa Ana Park Services Tree Services Specifications (PSTSS) up to a height of 15'.

##### 5.1 Tree Service

The Contractor shall perform continuous 'Complete' tree pruning service including but not limited to raising tree branches to a safe and functional height for the type of activity beneath or around the tree (see Director's Representative for appropriate heights per activity beneath or around trees). In addition, the Contractor shall remove stubs, damaged, diseased or dead branches from trees.

All trees within the scope of work shall be maintained to keep the natural integrity and shapes of the trees. Pruning shall be accomplished in a manner that will ensure that each individual tree is 'Complete' pruned as set forth in the PSTSS (see Attachment 5). In addition, the Director's Representative may require the Contractor to remove or prevent encroachment of trees into the public right of way where the tree blocks vision or is considered undesirable. Low branches overhanging sidewalks shall be trimmed to a height of nine (9) feet above finish grade. Young trees needing pruning/trimming, training, and



shaping to develop caliper and a strong structural framework may have low branching laterals and or appropriate sucker growth. Contractor shall remove hangers under 15" and fallen limbs 80 lbs. or less.

#### 5.2 Staking, Tying and Guying

All trees requiring staking shall be securely staked at all times with stakes and rubber cinch ties approved by the Director. Rubber hoses and wire are not permitted ties. All stakes shall be set perpendicular to prevailing winds unless designated otherwise by the Director. Tree stakes shall also be set a consistent distance away from the trunk of the tree (minimum six (6) inches) to reduce abrasion and cell elongation. The tops of all tree stakes shall be removed approximately three (3) inches above the highest tie to reduce abrasion of main or lateral branches of the tree.

#### 5.3 Hazardous Tree Reporting

In the event the Contractor detects any tree displaying roots heaving or girdling (either by roots or a foreign material), leaning, broken or hanging limbs, or if Contractor determines that potential safety hazard may exist Contractor shall dispatch their International Society of Arborist TRAQ Certified Hazardous Tree Professional evaluate the trees and provide a written report listing findings and recommendations.

#### 5.4 Loss of Trees

The Contractor shall be responsible for the complete removal and replacement of any and all trees lost due to the Contractor's failure to perform under this agreement. Failure to perform includes but is not limited to, girdling trees with string trimmers or tree ties, improper planting of new trees, improper pruning/trimming techniques which disfigure or destroy the trees natural integrity and shape, or failure to detect and prevent treatable diseases and insect infestations.

All trees that exhibit the signs of disease or pests, or any other signs of distress shall be inspected by an International Society of Arborist TRAQ Certified Hazardous Tree Professional approved by the Director's Representative. Contractor shall provide an exact location and separate evaluation/report for each tree in decline. Contractor shall treat any tree in decline at no additional cost to City. Should the TRAQ Certified Hazardous Tree Professional determine that the tree had a terminal disease that the Contractor could not have treated or prevented, the Contractor shall not be responsible to replace the tree. However, should the TRAQ Certified Hazardous Tree Professional determine that the tree's unhealthy condition or death could have been prevented had the Contractor treated the tree then Contractor shall be responsible for the cost of treatment to restore the tree to a healthy condition or replace the tree. The latest American Shade Tree Conference guidelines for value determination will determine the value of the trees lost.

By entering into agreement with the City the Contractor acknowledges that they accept the condition of each tree and should a tree go into decline or expire, the Contractor agrees to replace the tree with like species and size or agree that the City shall withhold payment equal to the value of the tree.

## 6.0 Playground/Tot-Lot and Fitness Areas

- 6.1 Daily Maintenance - The playground/tot-lots/equipment shall be blown free of debris, sand/wood chips on play equipment, rubberized fall areas and surrounding concrete areas daily. Any sand/wood chips that accumulate on the rubberized surface shall be reused. Sand/wood chips and debris on the playground equipment shall be removed.
- 6.2 Weekly Maintenance - The Contractor shall loosen compacted sand/wood chip areas, re-grade sand/wood chips areas to level condition (eliminating ruts, depressions, build up areas, etc.), sifting of sand/wood chips to assure that debris and any other foreign objects are removed, removal of weeds, and remove exposed filter fiber and dispose of.

The City shall be responsible for all playground equipment and tot-lot area safety inspections.

## 7.0 Sport Court Maintenance

- 7.1 All sport courts shall be blown off daily. Courts and fence lines shall be completely free of dirt, debris, etc.
- 7.2 Contractor shall continuously replace tennis and basketball nets when they become worn or vandalized. The City shall furnish nets.

## 8.0 General Maintenance and Clean-Up

The Contractor shall establish a Trash Crew to blow down all paved areas, pick-up trash/debris and to empty/clean trash receptacles daily.

### Daily Maintenance

- 8.1 All trash and debris (twigs, branches, sand, gravel, rock, wood chips, glass, metal, paper, etc.) on the ground or in trash receptacles shall be blown-off/removed from all worksites landscaped and paved areas each day Monday through Sunday before 12:00 p.m. This includes all parking lots, landscape areas, paved areas, street curb gutters, flood control channels, etc. The Contractor shall not blow broken glass or any other potentially hazardous materials into landscape areas. Trash shall consist of all items 80 lbs. or less. All trash receptacles and lids shall be wiped clean with a germicidal product.

Picnic shelters, drinking fountains, picnic shelter concrete pads, trash receptacles, concrete or asphalt areas with stains around trash receptacles, park security lights, park benches, walls, ball diamond backstops, ball diamond dugouts, ball diamond and other sport concession areas/patios/perimeter areas and ball diamond bleachers and the pavement beneath them and other park amenities shall be washed/cleaned daily.

- 8.2 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.
- 8.3 After heavy windstorms or other inclement weather that impacts sites under this agreement, the Contractor shall bring in extra staff to clean all parks areas within two (2) days at no

cost to the City. Debris (80 lbs. or less), such as but not limited to, litter, fallen branches, trash, limbs, branches, soil erosion, etc., shall be removed from the worksites.

- 8.4 The Contractor shall keep sidewalks and all other paved areas clean and free of any debris, dirt, glass, weeds, leaves, etc. at all times.
- 8.5 Drain inlets shall be checked and if necessary cleaned once per day to avoid flooding of areas during inclement weather.
- 8.6 Non-pedestrian parking lots, top of curbs, gutters, stamped or other enriched hard roadway surface areas, shall be thoroughly cleaned once per week.
  - 8.6.1 The Contractor shall hire a sub-contractor specializing in parking lot cleaning to clean the roadway and parking lots at Centennial Park. The work shall be performed by the sub-contractor in the early morning hours or at a time of day that will not disturb residents. If the work is to be performed during the day, the sub-contractor shall develop a strategy to close off parking lots to prevent people from parking so he/she may clean the entire parking lot.
- 8.7 Vacuums, blowers, sweepers, shovels or other approved equipment may be used to clean hardscape areas. Debris shall not be blown or swept onto adjacent planters, streets or property. All debris must be thoroughly cleaned and picked up/removed from the site. All non-pedestrian pavement, curb top/bottom, gutters, etc. shall be thoroughly cleaned. Debris and litter that shall be cleaned includes, but is not limited to, leaves, twigs, branches, loose rock, sand, soil and trash. The City shall approve any equipment that is to be used for cleaning parking lots. Large trash items in excess of five inches length or width, a muddle of smaller items, spills, and any material (including tree/plant material) that creates a safety hazard shall be picked up daily.
- 8.8 Daily Site Amenity Blowing & Cleaning – Contractor shall maintain site amenities, patios, pool decks, playground equipment, and pedestrian paved areas free of debris. Slap tags, tape, string, nails, push pins, wire, etc. shall be removed from, but not limited to, picnic tables, park benches, skate park, walls, planters, pool decks, raised curbing, railing, exterior of buildings, light standards, overhead shelters, etc.
  - 8.8.1 All barbecues shall have ashes, charcoal or any other materials removed once a week. Contractor shall paint the exterior of the BBQ's and the post with heat and rust resistant flat black paint whenever rust appears.
- 8.9 All parks with flagpoles shall have an American flag displayed at all times. The Contractor shall visually inspect the flag every day to assure it is in good condition. Should, in the opinion of the Director's Representative, the flag is not be in good condition (faded, discolored, torn and/or having holes) the Contractor shall immediately request from the Director's Representative a new flag. Contractor shall raise the new flag immediately upon receipt from the Director's Representative.
- 8.10 Drinking fountains shall be cleaned, sanitized and unplugged on a continuous basis. The Contractor shall use approved germicidal cleaner and products to assure that drinking fountains are clean and polished. The Contractor shall remove all mineral build up, algae, stains, etc. using any method deemed expedient. The Contractor shall achieve this level of quality using a combination of cleansers, pressure washer, metal polish product, hand

and/or power tools. Should the drinking fountain be so plugged that dismantling the fountain is required the Contractor shall notify the Director immediately so City staff can make the repair.

## 9.0 Other Requirements

### 9.1 Weed Control Application

Agricultural pest control services shall be supervised by a state licensed/certified agricultural pest control employee or approved sub-contractor.

The Contractor shall notify the OC Agricultural Commissioner's Office and the Director's Representative via email a minimum of 48 hours in advance of any pesticide applications. The required information shall be the name of the company performing the application, the proposed pesticides to be applied listing the manufacturer/name of the pesticide, the rate(s) of application, the reentry period and the method of application. Furthermore, the Contractor shall copy the email to the Agricultural Commissioner's Office, thereby, notifying their Inspectors of your sub-contractor's or QAL/QAC intent to apply pesticides. Furthermore, Contractor's sub-contractor or QAL/QAC shall post on A-frame barricades plastic sealed 18"x24" at minimum 300' intervals (where applicable) public notification posters listing the company performing the application, the proposed pesticides to be applied listing the manufacturer/name of the pesticide, the rate(s) of application, the reentry period and the method of application.

#### 9.1.1 Weed Control

All hardscape and landscape planting areas (excluding turf areas) shall be kept free of weeds at all times. Weeds shall be removed by hand and/or approved mechanical or chemical methods. The Director's Representative may dispatch City staff or other contractor's to remove/eradicate weeds that reach two (2) inches or greater or when weeds exist in turf areas and are not removed/eradicated immediately. In such instance, the cost will be deducted from the Contractor's monthly invoice.

### 9.2 Work Not Scheduled

The Director's Representative may delete a portion of or the entire work site from contractual maintenance during a construction period or any period where the Director determines that work cannot be scheduled. The deletion of this portion of work will be reflected as a reduction in the monthly payment to the Contractor. The amount of reduction will be based on the percentage of area involved and will be determined by the City.

## 10.0 City Inspection

The Director's Representative shall regularly inspect the parks, playgrounds, fields and all other City property subject to this Agreement. If said inspection results in discovery of work that is not performed in the manner, and to the professional degree set forth in the Specifications, The Contractor agrees that the City shall; 1) withhold from Contractor's next monthly payment, the City's actual or estimated cost of performing the work; or, 2) hire a contractor or City staff to perform the work not performed and then withhold from the Contractor's next monthly payment the City's actual cost for performing the work to bring the property into conformance with the specifications. Additionally, City shall impose liquidated damages of up to \$300.00 per inspection,

per park, per item specified herein not performed, per day not meeting the specifications during any such inspection.

Furthermore, it is not the Director's Representatives responsibility to inform the Contractor when work specified in the specifications was not performed or that deficiencies exist. It is the Director's Representatives responsibility to inspect the properties to verify that work was performed to the specified level of quality and time frame followed by reporting that the work was performed satisfactorily or not. It is the Contractor's responsibility to provide adequate supervision and staffing to perform all aspects specified in this agreement. Should the Director's Representative create Power Point punch lists, essentially performing the Contractor's Supervisor's responsibilities/duties of determine what work needs to be performed in accordance with the agreement specifcations, the City shall deduct \$300 per Power Point punch list from the Contractor's monthly invoice.

## Consultant Responsibilities:

### 1.0 GENERAL CONDITIONS

#### 1.1 Definitions-

- 1.1.1 "Director's Representative" shall mean the Executive Director of Parks, Recreation and Community Services designated representative.
- 1.1.2 "SAPRF" shall mean Santa Ana Park and Recreation Facilities.
- 1.1.3 "Pruning" shall mean the practice of removing lateral shrub or tree branches and may also be referred to as "trimming."
- 1.1.4 "Weed" shall mean any undesirable or misplaced plant.
- 1.1.5 "Hardscape" shall mean any resilient surface other than turf or planting beds, such as but not limited to curbs, gutters, sidewalks, decomposed pathways, asphalt pavement, mowstrips, etc.

- 1.2 Scheduling of Work-The Contractor shall provide landscape/grounds maintenance between the hours of 6:00 a.m. and 6:00 p.m., Monday through Sunday. The schedule may be modified only with the Director's Representative consent. Landscape/grounds maintenance that generates excess noise cannot begin before 8:00 a.m.

The Contractor shall establish schedules of "routine work" to be followed in the performance of this contract. In addition to the Contractor submitting the Monthly Park Maintenance Inspector's Inspection Schedule and other required monthly reports, the Contractor shall submit weekly schedules listing the work tasks, crew performing the task, and the projected hours to complete the task. The schedules shall be emailed to Director's Representative by Thursday at 4:00pm for the upcoming week. Any changes in scheduling shall be reported in writing 48 hours before the proposed change and must be approved by the Director's Representative. The schedule shall include days of the week and what person/crew will be performing specific work in accordance with the specification.

- 1.3 Local Office-The Contractor shall maintain a physical office within the 714 area code (local office). The local office shall be open Monday through Friday 8:00 a.m. to 5:00 p.m. with a company representative present at all times. Answering services or mobile telephones will not be considered a local office.

- 1.4 Outside the Scope of Work-Damage or malfunction to plant material or irrigation system equipment (from valve to water meter), with the exception of irrigation heads and lateral lines, by any of the following may be considered outside the scope of this Agreement:

- Acts of God
- Civil Disorder
- Vehicle Collision (excluding Contractor and its employees and subs)
- Excavation or re-surfacing of the street
- Power failures
- Underground wiring damage

Contractor will not be considered responsible for replacement. Contractor must prove to the satisfaction of Director that one of the above occurred in order to be excused from performing under the Agreement.

## 2.0 UNIFORMS AND VEHICLES IDENTIFICATION

- 2.1 The Contractor shall provide to all field personnel a standard uniform including but not limited to uniform company hats, collared work shirts, pants, jackets, cold weather vests and ANSI approved safety shoes. All uniforms will be marked by patch, silk screen or embroidery with the company name and logo or other form of identification.
- 2.2 All equipment shall be clearly identified on both sides and rear of the vehicles as belonging to the Contractor, well maintained, in excellent working condition, be clean in appearance and without extensive visible damage, dirt graffiti etc. In addition, all vehicles shall have the company's name, contractor's license number and contact information clearly identified on both sides and the rear of the vehicle.
- 2.3 The Director's Representative reserves the right to direct the Contractor to remove an employee or piece of equipment for not meeting high maintenance and appearance standards.

## 3.0 SAFETY REQUIREMENTS

- 3.1 All work performed under this contract shall be completed with maximum safety as the priority above all other requirements. The Contractor shall be in compliance with his/her company's City approved Illness and Injury Prevention Program.
- 3.2 All work performed under this contract shall be performed in strict compliance with all federal, state and local safety laws, regulations or other authoritative mandates that protect workers and the general public, including but not limited to, excavation/trenching/shoring, blood borne pathogens, hazardous waste identification and transport and pesticide use and reporting.
- 3.3 In the event unsafe work is observed by City staff or otherwise reported, the Director's Representative may at his discretion order the Contractor to stop performing and pay all costs and or damages resulting from the delay.
- 3.4 In addition, the Contractor shall submit to the Director's Representative each year upon renewal of the agreement his/her updated Illness and Injury Prevention Plan and update OSHA safety training records and employee safety training certificates.

## 4.0 SAFETY NOTIFICATION

- 4.1 If Contractor identifies a potential safety issue, Contractor shall:
  - 4.1.1 Notify the public that potentially unsafe conditions exist by installing yellow "Caution Tape" and "A" frame barricades or equal substitute around the condition.
  - 4.1.2 Notify the Director's Representative of the condition first by phone and then in writing (e-mail is acceptable) including digital photographs of the potential safety concern. Once the Contractor has notified the City and the public of the condition, as specified above, Contractor shall have no further responsibility regarding the condition.

## 5.0 UNDERGROUND ALERT SYSTEMS

- 5.1 Underground Alert Systems (telephone number 1-800-422-4133) must be notified 48-hours in advance prior to any excavation work.
- 6.0 PROPERTY DAMAGE
- 6.1 Any damage to private property caused by Contractor shall be immediately reported to the property owner. Contractors shall pay for any damage caused to private property in performing this agreement.
- 7.0 ACCESS TO PRIVATE PROPERTY
- 7.1 Prior to any work involving private property, the Contractor shall notify the City of the proposed work and obtain all necessary permits and/or consent required from City and/or property owner
- 8.0 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS
- 8.1 The Contractor shall protect City and/or private property adjacent to work areas including sprinkler systems, drain pipes, lawns, brick work, plantings, masonry work, fences, walls, sidewalks, street paving, etc., located on either public or private property. Contractor shall, at its expense, replace any property that is removed or damaged, other than property pre-approved for removal. Contractor shall abide by the City's "Policy for Driving on Park Property" (See Attachment 4).
- 9.0 TRAFFIC CONTROL
- 9.1 The Contractor will not interrupt traffic flow on City streets without obtaining a no-fee permit from the City. Prior to performing maintenance activities where Contractor employees work immediately adjacent City vehicular lanes or any other situation covered under the California MUTCD, the Contractor shall implement no-fee permitted City approved traffic safety plans to protect the health and welfare of its employees and the general public prior to commencement of the agreement.
- 10.0 MONTHLY REPORTS
- 10.1 Prior to the first of each month the Contractor shall submit to the Director's Representative for approval: 1) the Excel Park Maintenance Inspector's Inspection Schedule including a detailed annual, monthly, weekly and daily work schedules consistent with task frequencies in Exhibit A; 2) certified payroll of employees assigned to the contract areas; 3) organizational chart or equal listing the names, titles, schedules and assignments of all persons working on the project; 4) invoices and packing slips of name, type and quantities of commodities purchased; 5) annual/monthly pesticide use report completed on the City's Excel form; 6) irrigation report including, but not limited to, name of park/facility, location in park/facility, controller letter, station numbers and their description (priority turf, casual turf, groundcover, shrub, annual color) days of week on/off, run times, start times, water budget percent, weekly ET, percent of ET programmed, a detailed description of system deficiencies and schedule of repairs; and, 7) "green waste" recycling report.



The information contained in the above referenced documents shall be updated with any new information as changes occur. The Director's Representative shall be immediately notified of any changes to the above information.

Failure to submit a report by the first of each month shall result in a fine of \$100.00 per day for each report submitted late.

#### 11.0 WATER CONSERVATION & PROGRAMMING OF CONTROLLERS

- 11.1 The City shall be responsible for programming irrigation controllers and conserving water. The Contractor shall be responsible for all repairs and performing the weekly visible irrigation checks and the providing a monthly written irrigation test report by park/controller/station.

#### 12.0 SPECIFICATIONS INTERPRETATION

- 12.1 The intent of these specifications is known by the City of Santa Ana and SAPRF. Any questions relating to the interpretation of these specifications must be addressed, in writing, prior to the start of work. The Contractor agrees that interpretations of this contract after the start of work are at the sole discretion of the Director's Representative, and the Contractor shall abide by all such interpretations

#### 13.0 PROTECTION OF EXISTING FACILITIES AND STRUCTURES

- 13.1 The Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities, both above surface and underground on the City's property. Any damage to City, Santa Ana Park and Recreation Facilities (SAPRF), or private property caused by the Contractor's neglect shall be corrected and paid for by the Contractor at no cost to the City of Santa Ana or SAPRF. The City of Santa Ana and/or Director's Representative shall make the determination of fault. The Director's Representative reserves the right to issue a Stop Work Notice if the Contractor does not promptly repair any damage, within twenty-four (24) hours of the damage incurred.
- 13.2 If the Directors Representative requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any underground systems (i.e. utility lines) and take responsibility for taking reasonable precaution when working in these areas.
- 13.3 Contractor shall call Underground Alert (800) 422-4133 at least two working days prior to digging for line locations. Any damage or problems shall be reported immediately to the Director's Representative and the City of Santa Ana. If the Contractor discovers something unexpected or a unique problem occurs, he should stop work and immediately contact an authorized Director's Representative for a timely resolution of the problem.

#### 14.0 SUBSTITUTIONS

- 14.1 Whenever a specific type of material is specified, no substitutions shall be allowed without written consent of the SAPRF representative.

## 15.0 CERTIFICATION & APPLICATION OF MATERIALS

- 15.1 All materials shall be delivered on the site in original containers. Materials shall be subject to inspection by the Director's Representative. The Director's Representative will not approve materials not meeting the SAPRF standards, and Contractor shall return any such non-satisfactory items at his/her cost.
- 15.2 No materials shall be applied prior to the Director's Representative verifying the specified quantities of materials. Furthermore, should the Contractor apply materials before the Director's Representative verifies correct materials and quantities, the Contractor shall not receive credit for the applied materials. The Contractor shall then reorder and deliver the materials, thereby not receiving credit for the applied materials.

## 16.0 CONTRACTOR NEGLIGENCE

- 16.1 Any damage to the City of Santa Ana, SAPRF, or private property, which has been determined to be due to the Contractor's neglect, shall be corrected at no additional cost to the City of Santa Ana or the SAPRF.

## 17.0 CONSTRUCTION EQUIPMENT

- 17.1 The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment.

## 18.0 SOUND CONTROL REQUIREMENTS

- 18.1 The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances that apply to any work performed pursuant to the Contract. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler. Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore. Sounds, such as loud music, that are not related to the project, shall be kept at levels so as to not disturb the general public.

## 19.0 INQUIRIES AND COMPLAINTS

- 19.1 The Contractor shall maintain an office at some fixed place and shall maintain a telephone thereat, listed in the telephone directory in his own name or in the firm name by which he is most commonly known. Furthermore, the Contractor shall, at all times, have some responsible person(s), employed by the Contractor, to take the necessary action regarding all inquiries and complaints that may be received from the City of Santa Ana, Director's Representative, and/or private citizens during normal working hours.

Whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the Director's Representative may, after reasonable attempt to notify the Contractor cause such action to be taken by the SAPRF work force. All costs of any such action shall be charged against the Contractor, or the

Director's Representative may deduct such cost from any amount due to Contractor.

All complaints shall be abated as soon as possible after notification, to the satisfaction of the City of Santa Ana and/or Director's Representative. If any complaint is not abated within a reasonable time, the Director's Representative shall be notified immediately of the reason for not abating the complaint followed by a written report to the Director's Representative within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the Director's Representative, the Director's Representative may correct the specific complaint and the total cost incurred by the SAPRF will be deducted and forfeit from the payments owing to the Contractor from the SAPRF. Such cost shall include all SAPRF staff time required to resolve the problem and appropriate overhead charges

## 20.0 NOTIFICATION OF LOCATIONS OF WORK

- 20.1 The Contractor shall notify the Director's Representative when the contractor's crews will be working within the SAPRF. Said notifications will be made on a daily basis by telephone, cell phone, fax, or by weekly written schedules which specify the entire weeks work locations.

## 21.0 WORK FORCE

- 21.1 The Director's Representative may evaluate each of the Contractor's staff and if he/she finds that a Contractor's employee or sub-contractor's employee is not performing to the satisfaction of the Director's Representative, the Director's Representative shall require the Contractor to remove the employee from work sites at his or her discretion within 24 hours of written notice.

## 22.0 MATERIALS

- 22.1 The Director's Representative shall approve or reject all materials delivered to the work site. In addition, the Contractor shall not apply any materials until the Director's Representative inspects the materials to confirm they are correct per specifications. Note that the Director's Representative may stay at the work site to confirm that all materials are applied correctly and in the quantities specified. Materials applied by the Contractor prior to the Director's Representative inspecting the materials shall be considered not applied. Therefore, the Contractor shall not be given credit towards the quantity of the specified material required to be applied by the specification. The Contractor shall then be required to deliver the specified quantity of material to the work site and, following the Director's Representative's approval, apply the materials in the presence of the Director's Representative:

Prior to the application or use of any materials the Contractor shall submit to the Director's Representative a minimum 48 hours before delivery to the work site a list of all materials and/or chemicals that may be used pursuant to the terms of this Agreement. The list shall include the name of the product, the products specifications, and the quantity of materials, prescribed method of use/application, Material Safety Data Sheets and chemical analysis where applicable, recommended usage and any other manufacturer's data that may be

pertinent. The list must be submitted before any materials/chemicals are used pursuant to this Agreement.

22.1.1 The materials and chemicals utilized in furtherance of this Agreement shall comply with the following standards:

All fertilizers shall be complete, furnishing the required percentage of nitrogen, phosphoric acid and potash to keep turf, trees, shrubs and other plants in a healthy and vigorous growing condition.

Pesticides including but not limited to: Insecticides, fungicides, herbicides, algaecides, aviacides, and rodenticides shall be of the best quality obtainable and available on the market, properly labeled with guaranteed analysis, and brought to the job site in the manufacturer's original container.

Materials shall as specified herein, matching those existing at the work site, or as specified by the Director's Representative.

22.1.2 All materials delivered to the site shall be accompanied by a packing slip or other form from the vendor indicating the specific commodity delivered and the quantity.

## 23.0 TRASH DISPOSAL AND RECYCLING

All organic waste (including leaves, grass clippings, brush, branches, and tree parts) resulting from work performed under this contract shall be disposed of pursuant to the requirements of the Santa Ana Municipal Code (SAMC) Chapter 16. Organic waste cannot be taken to a landfill. Every month, the Contractor shall submit receipts from licensed composters/green waste recycling facilities, to the Director listing the tons of organic waste recycled and the names and addresses of the composting or processing companies.

As an alternative, the City may allow Contractor to dispose of green waste and trash in bins provided by the City. The City will determine the amount of green waste and trash allowed to be dumped in these bins based on historical amounts. Any additional disposal fees must be paid by Contractor. At no time will the contractor be allowed to dispose of trash or green waste that was not collected as part of this contract. If the City finds that the contractor is disposing of trash from other contracts, the City will discontinue this service for the contractor and the contractor will be required to pay for their own trash service.\

## City Responsibilities

### 1.0 CITY-DIRECTOR'S AUTHORITY

The Director's Representative is the only person authorized to direct changes in any of the requirements under the Agreement and, notwithstanding any provisions contained elsewhere in the Agreement, and said authority remains solely in the Director's Representative. In the event that the Contractor effects any such changes at the direction of any person other than the Director's Representative, the changes will be considered to have been made without authority and solely at the risk of the Contractor. In addition, the Director's Representative shall have the authority to accept/reject materials, workmanship and to make changes in work or schedule, when the City determines that no extra costs are involved. The Director's Representative shall also have the authority to suspend portions of the specifications and withhold the cost of the suspended portion

of the agreement at his/her discretion.

The intent of these specifications is known by the City of Santa Ana. Any questions relating to the interpretation of these specifications must be addressed, in writing, prior to the start of work. When the performance of the work or completion per schedule is determined to be sub-standard or not on schedule, the Director's Representative may recommend that all or a portion of payment be withheld. In addition, the Director's Representative shall have the option to hire another qualified contractor to perform any portion of the work specified and withhold payment in the amount of the cost to hire the qualified contractor. Payment to be withheld shall be deducted from the next or subsequent monthly payment due, or if the amount is insufficient to cover payment, the Contractor shall be liable for said deficiency and will be billed accordingly.

The Director's Representative shall decide all questions, which may arise as to the interpretation of the quality of work, manner of performance, completion per schedule, acceptable fulfillment of the Agreement by the Contractor, interpretation of the specifications, and compensation, including completion of work by alternate sources.

### **Special Requirements**

**See-ATTACHMENT 4: ADDITIONAL PROVISIONS**

## **ATTACHMENT 4: ADDITIONAL PROVISIONS**

### **1. TERM**

This Agreement is expected to commence on July 1, 2018 through January 31, 2019 with the option for the City to grant up to two one-year renewal options, at the same fee structure identified in Attachment 3-6 Fee Schedule, exercisable by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

### **2. ADDITIONAL SERVICES**

The City reserves the right to request additional services associated landscape maintenance. Prior to performance of any work the City will negotiate scope/pricing and the contractor must provide a quotation for the requested work that is to be approved in writing by the City. City written approval may be in the form of an "Authorization for Extra Work" form.

### **5. POLICY FOR DRIVING ON PARK PROPERTY**

Driving on park turf is allowed only when necessary to perform an official City maintenance or business function, and under the following circumstances:

- A. When delivering over 30 lbs. of equipment or supplies to a job site
- B. When there is no improved surface within 40 yards of the worksite
- C. When emergency personnel are responding to an emergency, or performing other City business

When driving on park turf, employees and contractors must, to the best of their ability, avoid damage to sprinkler heads, valve boxes, other irrigation systems components, trees, ground cover and other park amenities.

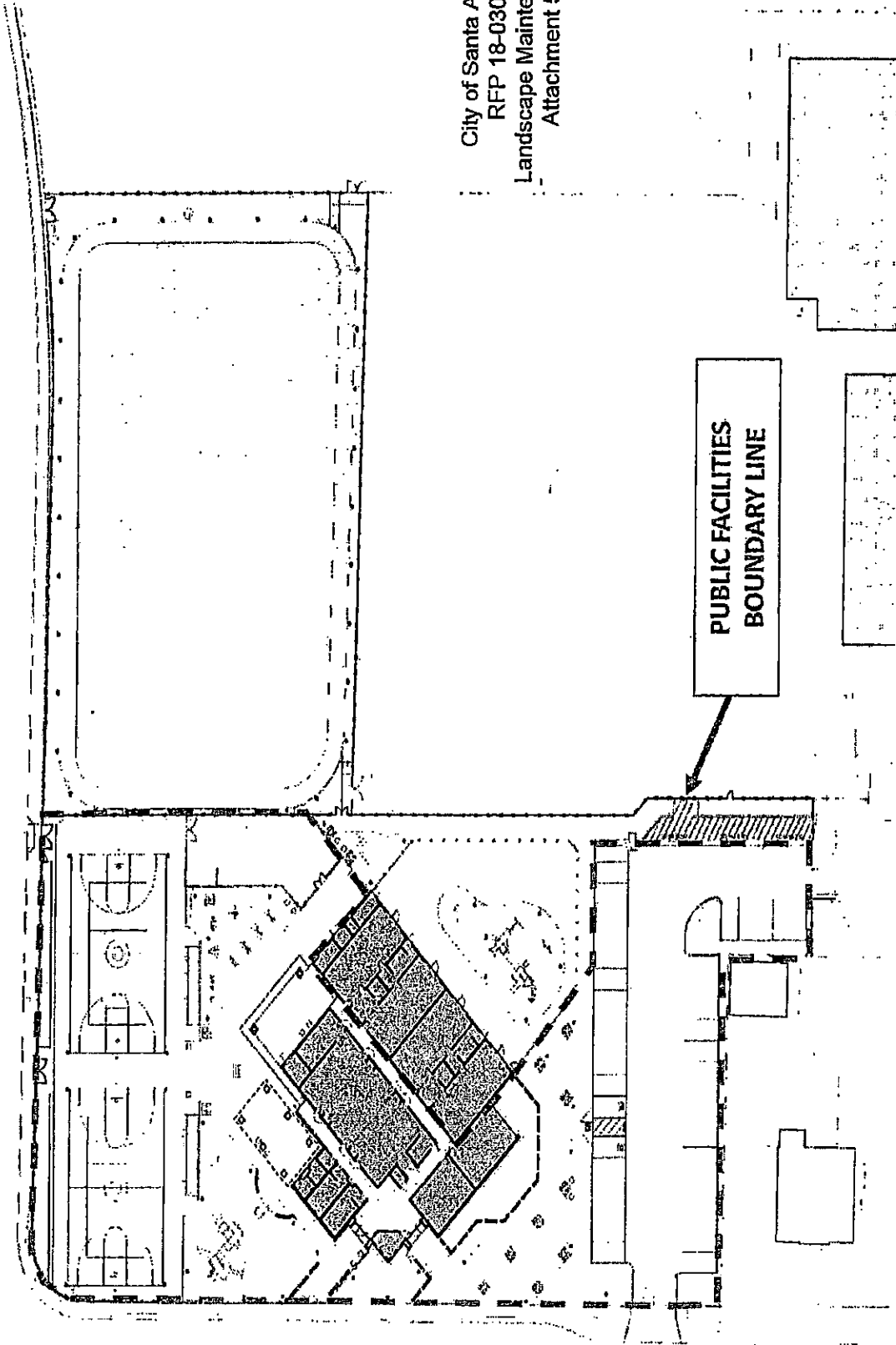
- D. Vehicles weighing in excess of 8,000 lbs. are not allowed on park turf without prior approval of the Park Services Supervisor. If approved, the Park Services Supervisor or his designee will meet with the employee or contractor and designate the path in and out of the park that will be the least likely to cause damage.
- E. Employees and contractors must avoid driving on turf any time damage is likely. This includes periods after rain and heavy watering.
- F. Driving on designated DG pathways and other improved pathways is acceptable when performing visual inspection of park, park projects, and amenities. Driving on turf is not acceptable in these situations.

**ATTACHMENT 5: MAPS**





SOUTH STANDARD AVENUE



EAST CHESTNUT AVENUE

## Attachment 5

25J-33

City of Santa Ana  
RFP 18-030  
Landscape Maintenance  
Attachment 5

PUBLIC FACILITIES  
BOUNDARY LINE

## ROOSEVELT JOINT USE SITE CONCEPT PLAN PUBLIC FACILITIES

**ATTACHMENT 6: QUALITY STANDARDS**

# SANTA ANA PARK SERVICES MAINTENANCE SPECIFICATION STANDARDS



City of Santa Ana  
RFP 18-030  
Landscape Maintenance  
Attachment 6

Attachment 6

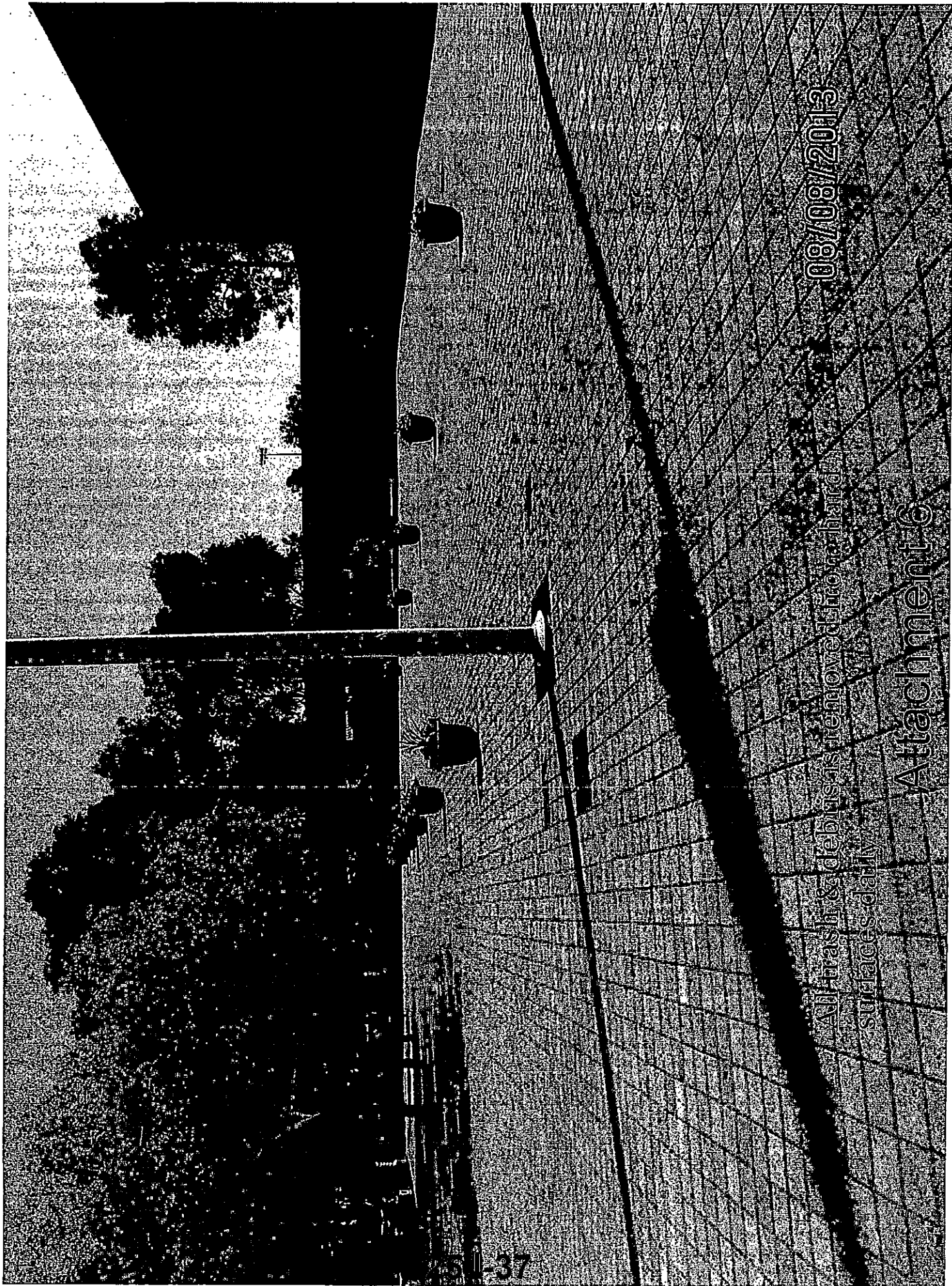
All site amenities are thoroughly cleaned daily



25J-30

08/08/2013

Attachment 5



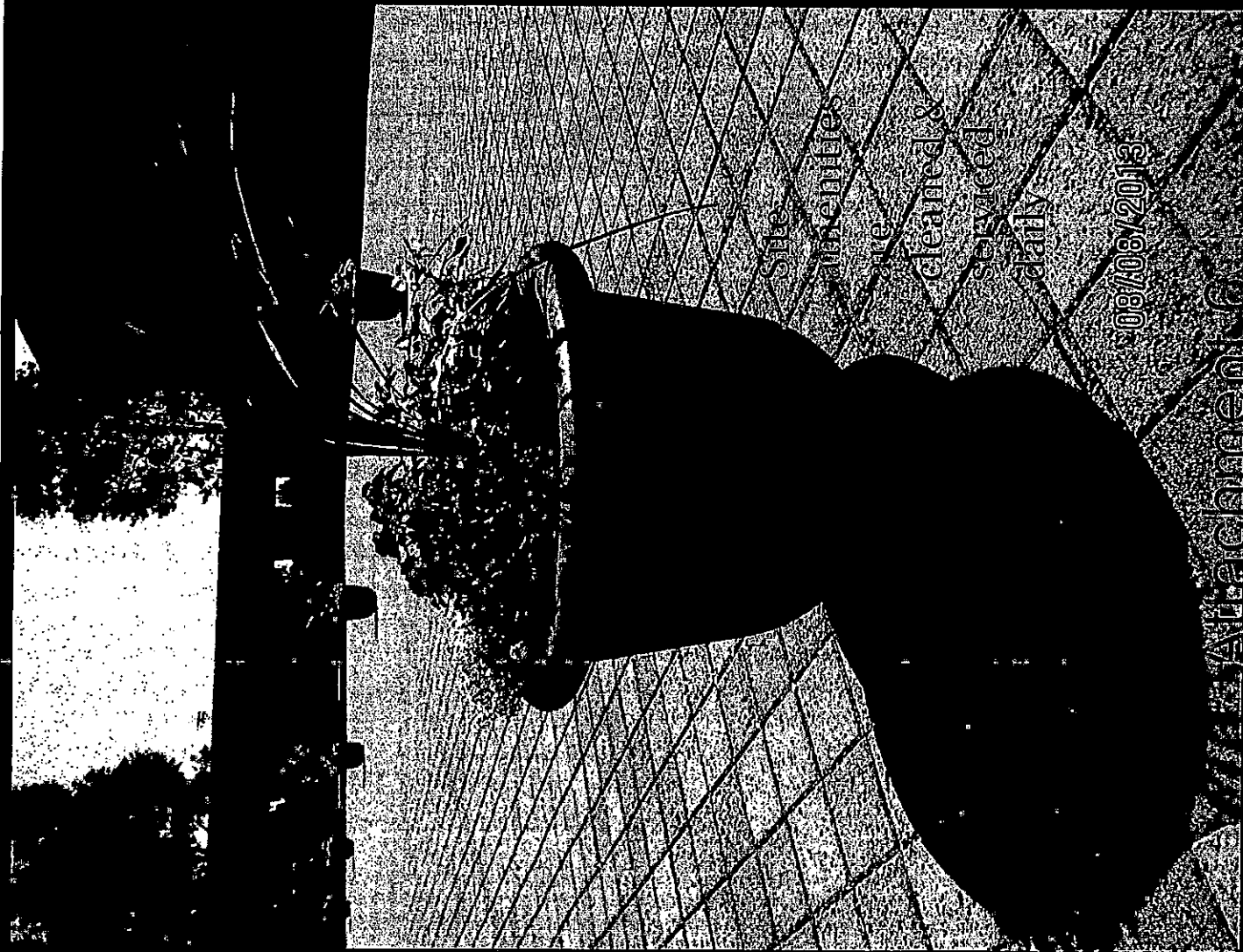
51-37

08/08/2013

All trash & debris is removed from hard

surfaces daily

Attachment 6



Site  
amenities  
are  
cleaned &  
serviced  
daily

08/08/2013

ATTACHMENT C

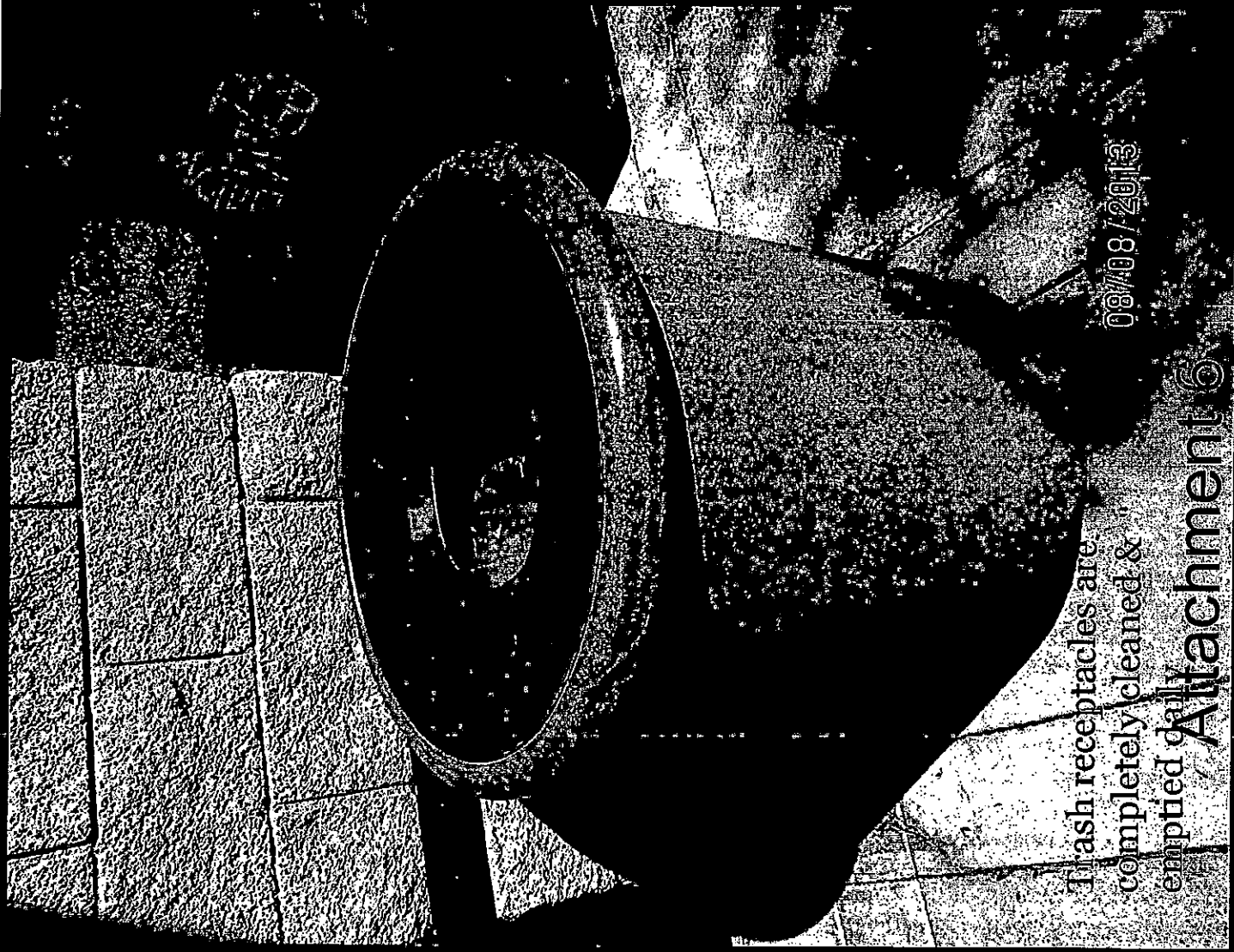


Trees are properly  
pruned and raised  
for the appropriate

08/08/2013

Attachment 6





Trash receptacles are  
completely cleaned &  
emptied daily

08/08/2013

Attachment 6



Site amenities are  
thoroughly cleaned  
daily



08/08/2013

Attachment 6

All hard surfaces are  
cleaned free to trash  
& debris daily

Formally pruned  
shrubs shall be  
pruned level &  
straight on all sides

08/08/2013

Attachment 3



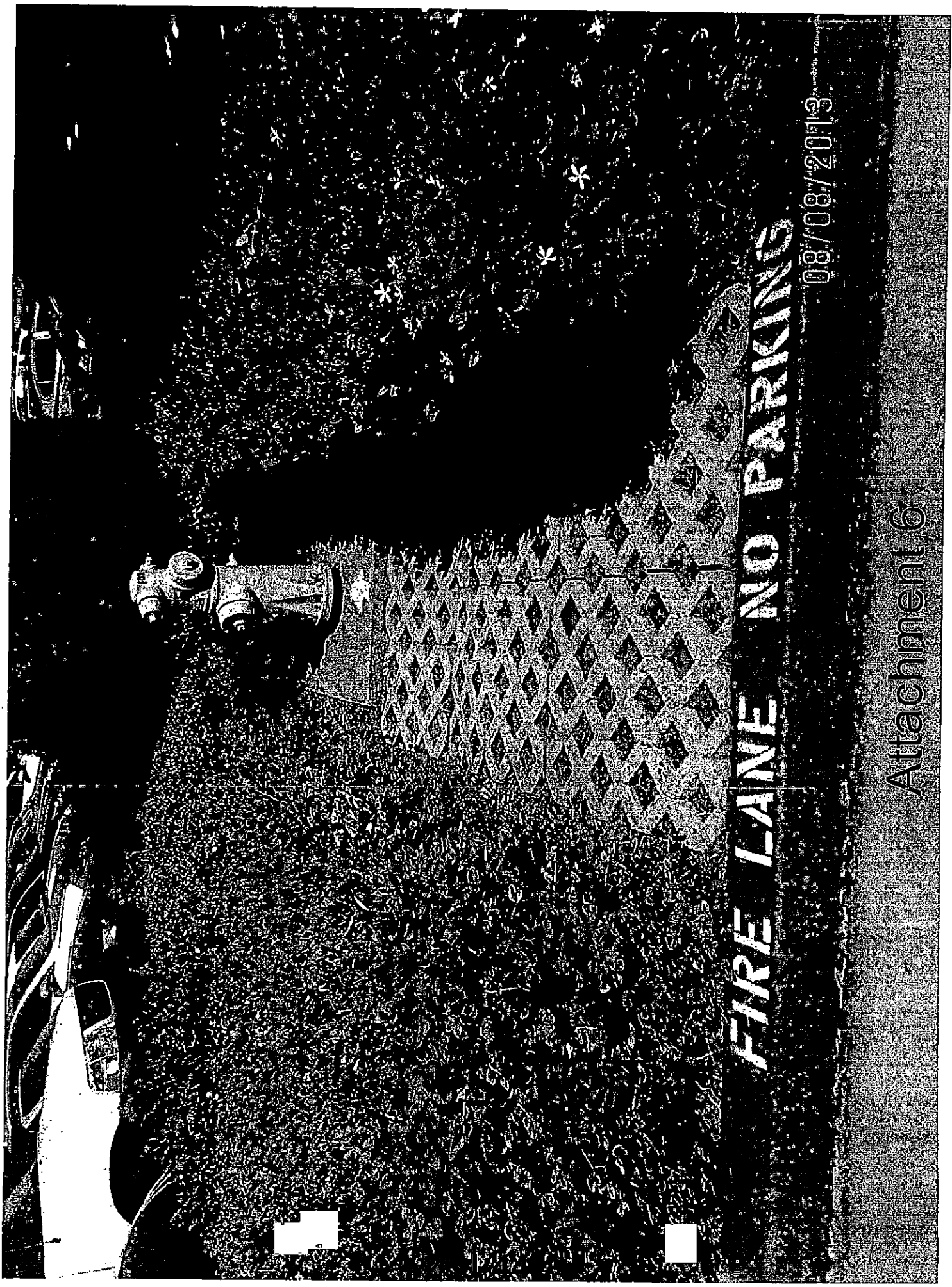
All hard surfaces are cleaned  
free to trash & debris daily

Parking lots are cleaned by  
Sweeping Contractor weekly

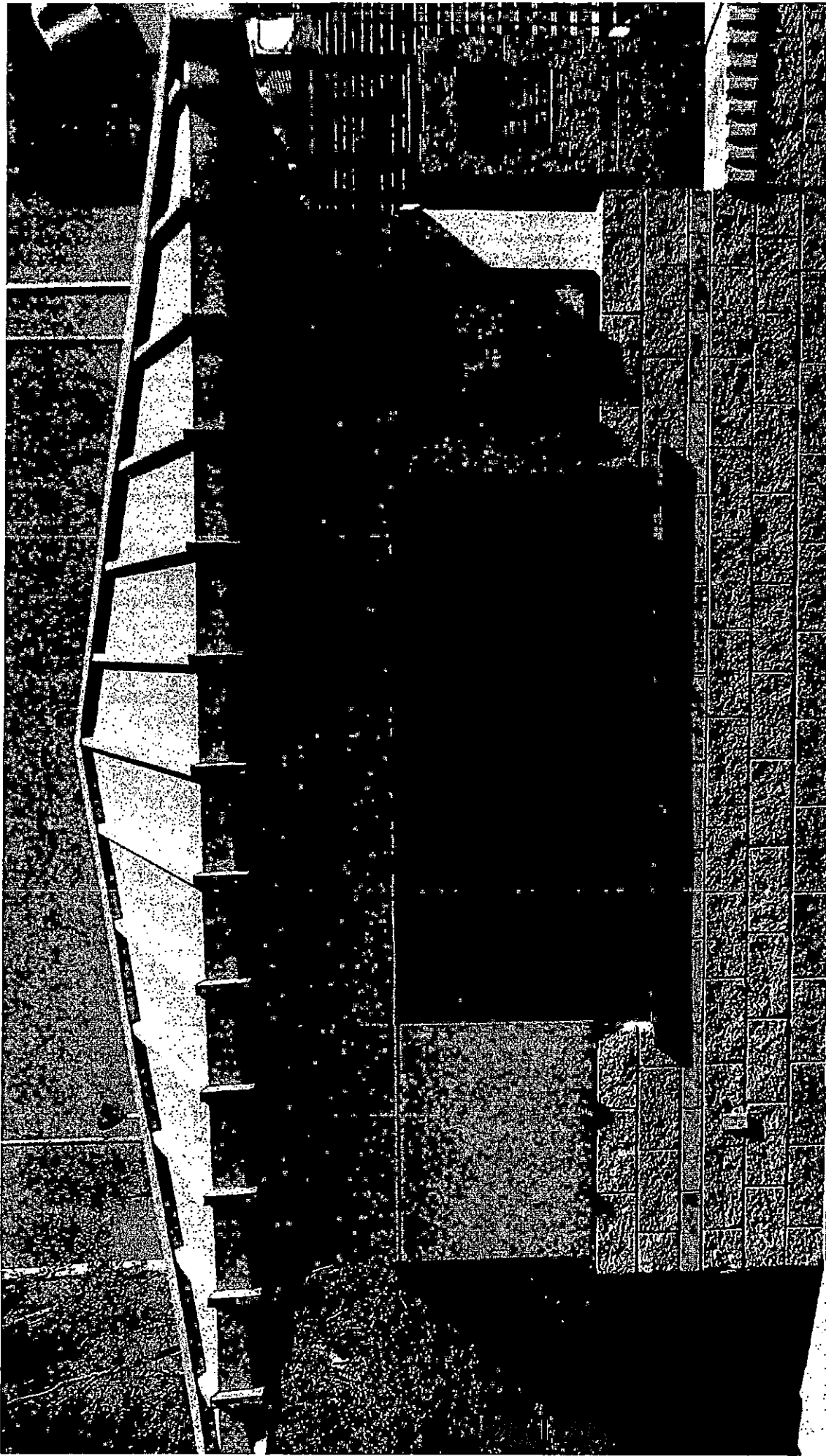
Plant material shall be  
pruned back so as not to  
encroach into walks, parking  
lots, etc..

08/08/2013

Attachment 9



Attachment 6



Building amenities are cleaned daily

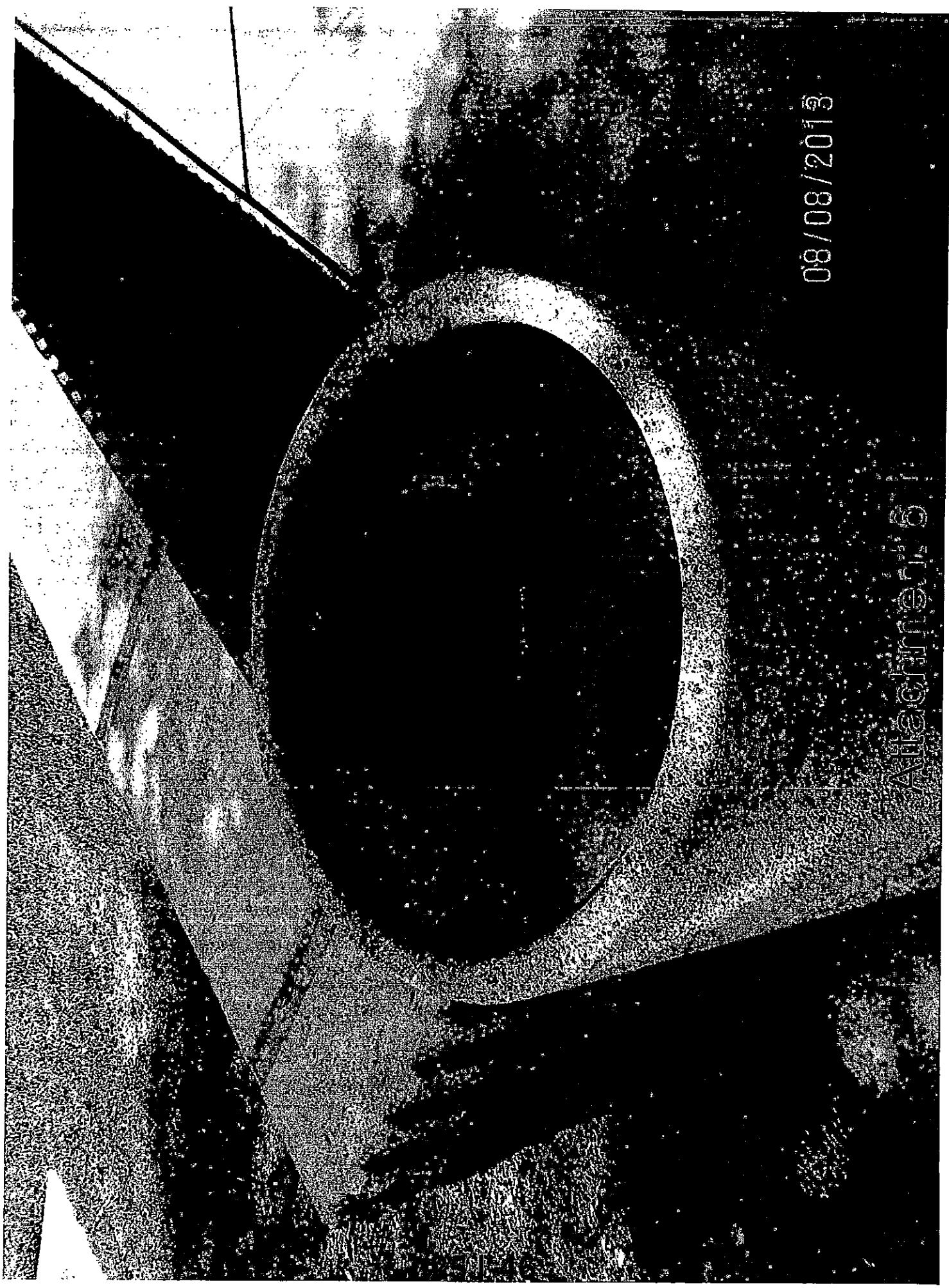
08/08/2013

Attachment C



08/08/2013

Attachment 6





District 3 all trees - Contractor used sharpened shovel to create nice circle around all trees.

Sport turf is mowed at 1/2"

09/30/2010 08:57



5U-4

08/08/2013

All plant material to be burned free of head material by week

Attachment 6



Sport turf is  
mowed at 1/2"

Casual turf is  
mowed at City  
requested height

Detail/edging  
is performed at  
same time  
mowing occurs

No clippings or  
soil on the  
pavement or  
mow strip

08/08/2013

Attachment

All hard edges  
adjacent turf  
are edged when  
mowing occurs



08/08/2013

08/08/2013

Drinking fountains are  
cleaned and polished  
daily

08/08/2013

Atta

All building amenities are cleaned daily.  
includes removing tape, staples, stickers, etc

Assessment

08/08/2013

Paved surfaces adjacent sport facilities are cleaned free  
of trash & debris daily

08/08/2013

08/08/2013

08/08/2013



Picnic facility  
amenities, pavement  
& shelters are  
cleaned daily

08/08/2013

Attachment 3

Tape, staples, pins,  
stickers, etc. are removed  
daily

08/08/2013

Attachment 6



All irrigation is repaired continuously. Failure of a system requires the contractor to supply supplemental irrigation to keep the turf & plant material healthy at all times

08/08/2013

Attachment 6

Turf detail requires the  
turf to grow up to the  
wall and is edged when  
mowing occurs



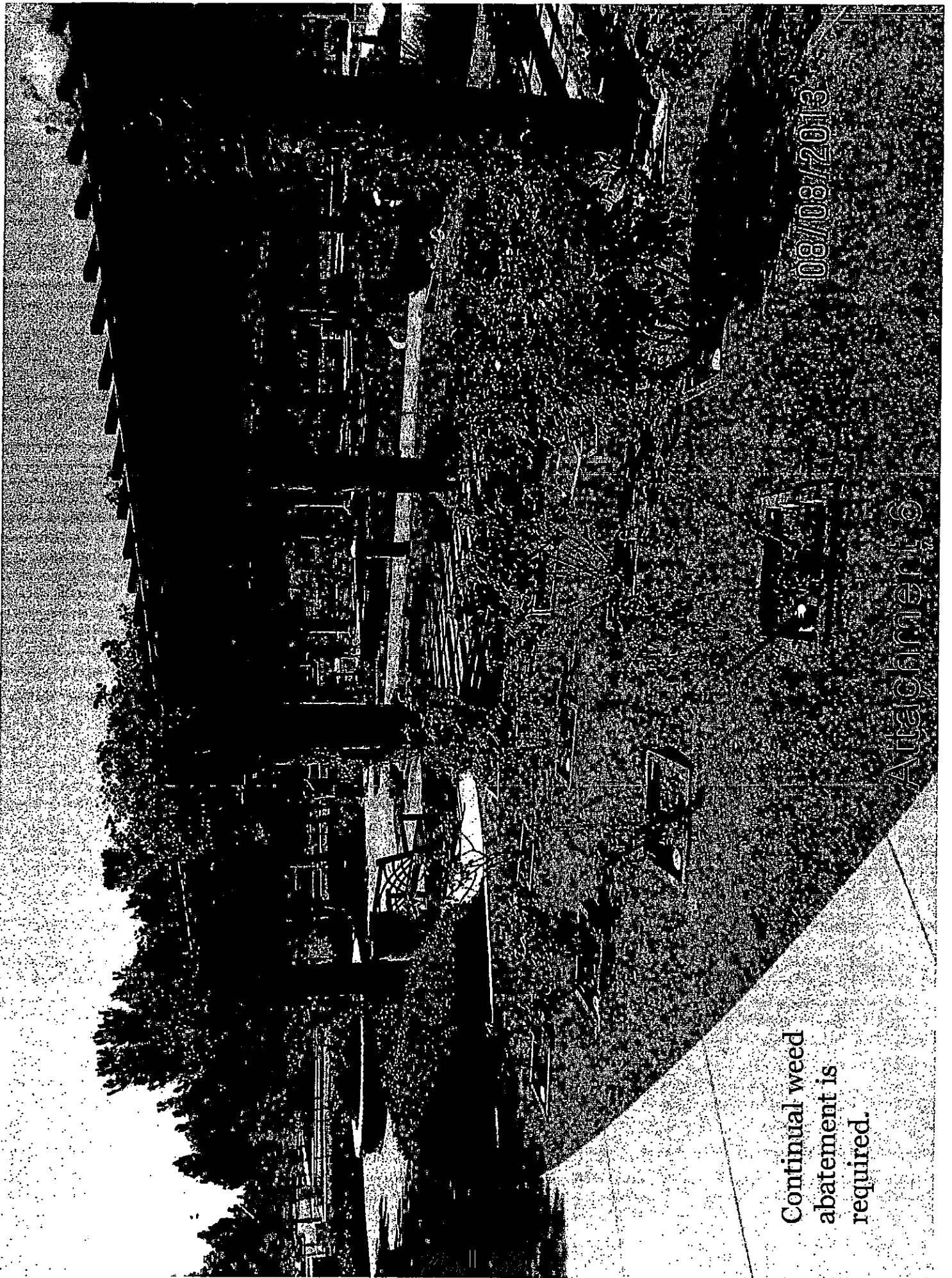
08/08/2013

Atlantic

Continual weed  
abatement is  
required.

08/08/2013

Attachment 6



25J-60

Aquatic systems & facilities are  
checked and serviced daily

08/08/2013

Attachment 6



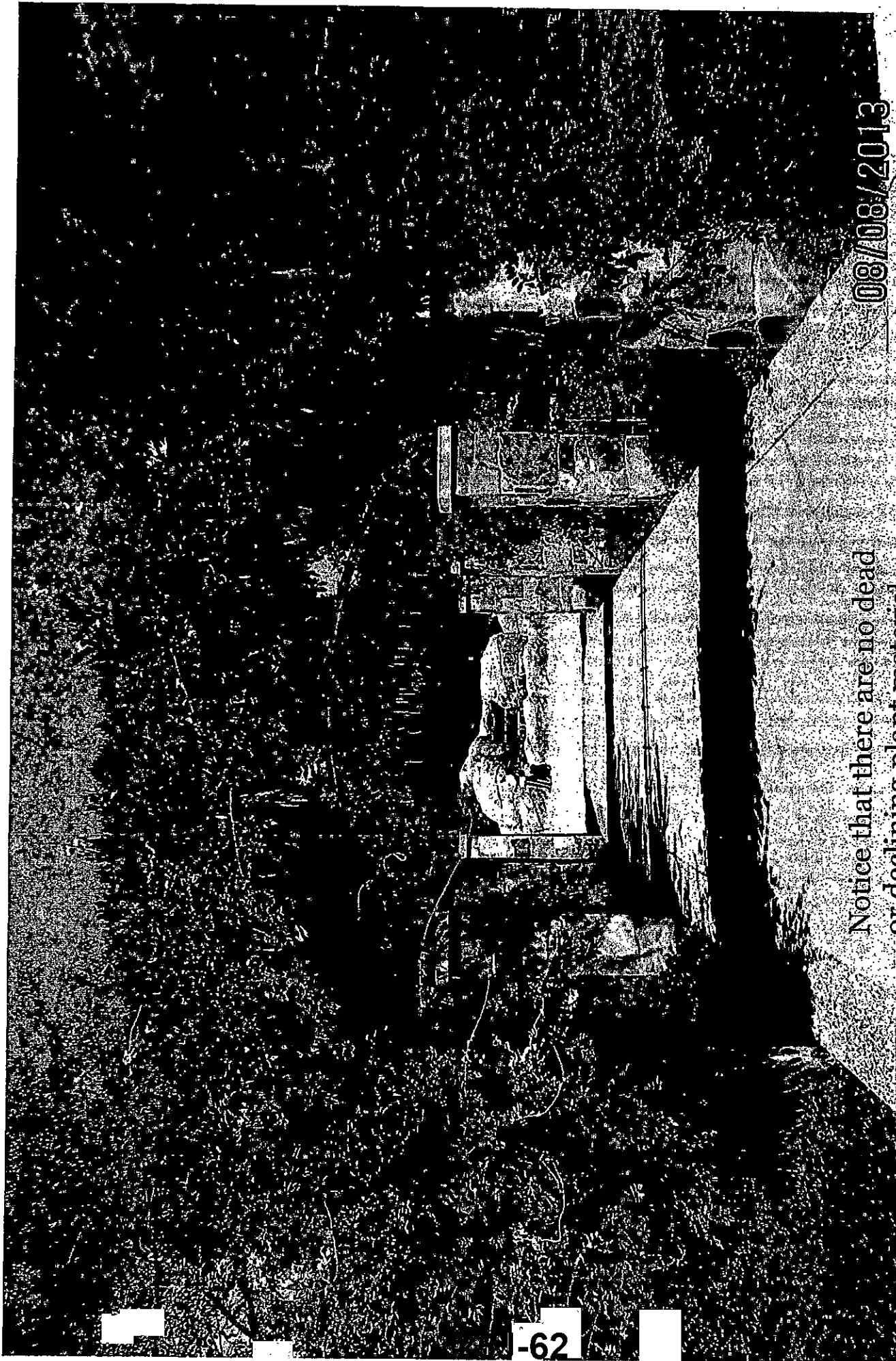
BBQ's are  
cleaned daily

25J

08/08/2013

document 6

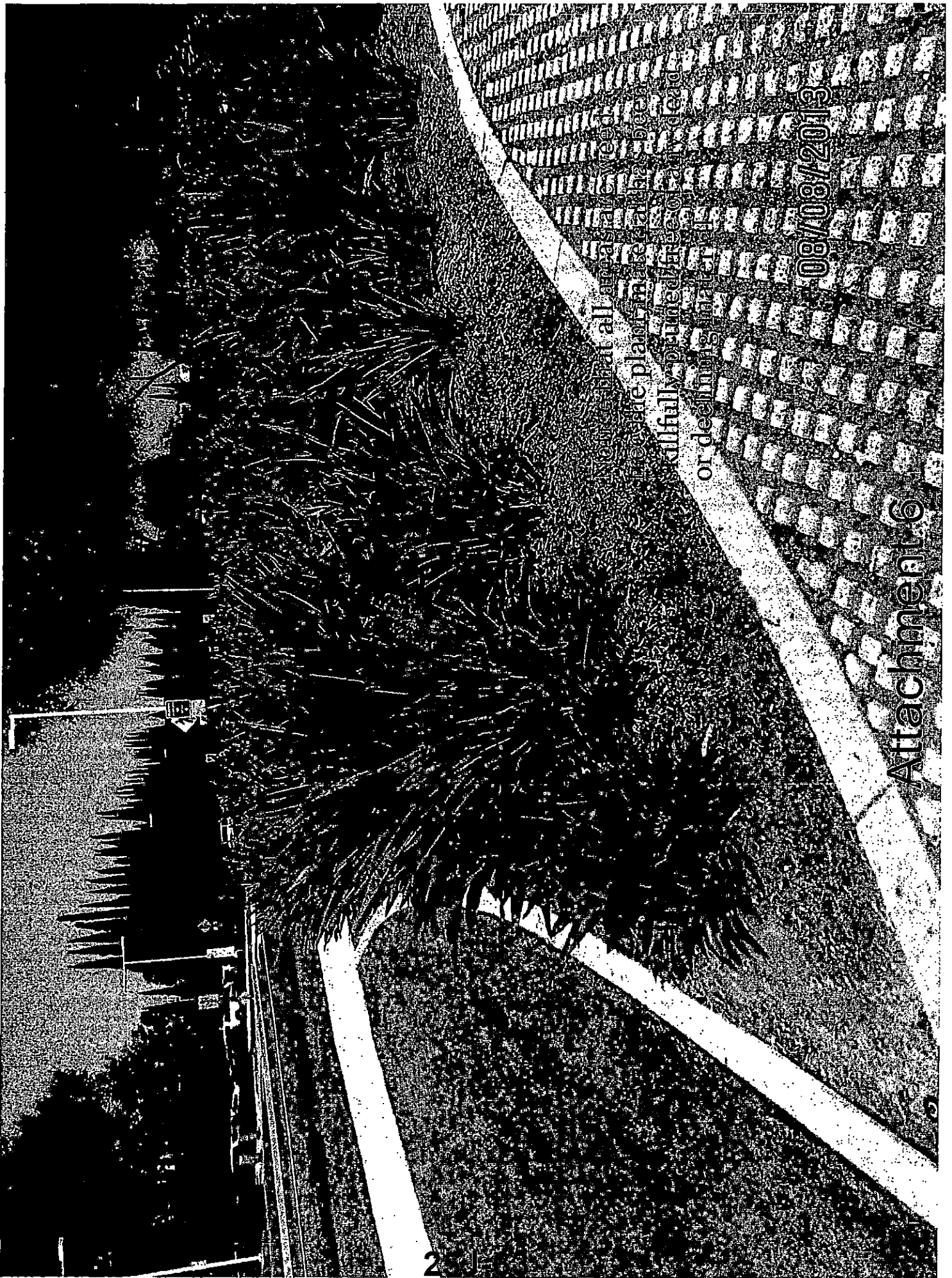




Notice that there are no dead  
or declining plant material.

08/08/2013

Attachment 6



08/08/2013

Attachment 6

EXHIBIT B

FEE SCHEDULE (OR) RATES AND CHARGES



July 1, 2018 - Jan. 31, 2019

ATTACHMENT 3-6: FEE SCHEDULE

CITY OF SANTA ANA REQUEST FOR PROPOSALS FOR RFP NO.: 18-030

Parks	Acreage	Turf Care Casual (Ind. Edging /Detailing)	Turf Care Priority (Ind. Edging /Detailing)	Ground Cover Care	Shrub/Vine Care	Tree Trimming (Under 15 feet)	Irrigation Maint.	Playground Maint.	Sport Court Maint.	General Maint & Clean Up	Annual Total
Pacific Electric Park	1.38	\$932.00	N/A	\$538.00	\$610.00	\$249.00	\$2,850.00	\$655.00	N/A	\$11,081.00	\$16,715.00
Roosevelt Walker Center		N/A	N/A	\$390.00	\$442.00	\$160.00	\$1,920.00	\$475.00	\$4,380.00	\$8,039.00	\$15,617.00

Monthly  
1,151.33  
1,195.08  
2,294.42

Add-On Services	Hourly Wage	Add-On Services	Hourly Wage
1 Landscape Maintenance Worker	\$40.00	Certified Irrigation Technician (as specified)	\$65.00
2 Landscape Lead Worker	\$45.00	Pesticide Assistant Operator	\$50.00
3 Certified Tree Worker	\$80.00	QAC Pesticide Operator	\$65.00
4 Lead Certified Tree Worker	\$85.00	Qualified Pressure Wash Technician	\$48.00
5 Irrigation Assistant (Certified Installer & Repair Tech)	\$50.00	Turf Care-Casual Turf-Mowing, Edging and Detailing	\$0.012

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 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 - Provide costs for landscape maintenance. 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. The proposer warrants that the prices, terms and conditioned quoted will be valid for a period of 120 days from the date the proposal is due, in order to allow time to award an agreement.

\*\*\*Pricing information for each site and each task should be as accurate as possible. Based on funding availability, the City may remove a site or a task from the scope of work without affecting pricing for other sites and/or tasks.

Terry Noriega

President

Printed Name of Authorized Agent

Title

05/03/2018

Date

Signature of Authorized Agent

Mariposa Landscapes, Inc.

(626) 960-0196 Office (626) 960-8477 Fax

Legal Name of Company

Phone and Fax Numbers

6232 Santos Diaz St, Irwindale, CA 91702

Business Address

Llc. No. 592268 Class C27, A, C61/D49

Federal ID number (if applicable)

Contractor License Number (if applicable)

City of Santa Ana RFP 18-030

Page 41

## ATTACHMENT 3-4: AGREEMENT STATEMENT

### CITY OF SANTA ANA REQUEST FOR PROPOSALS FOR RFP NO.: 18-030

Proposer understands that the Proposer will enter into an Agreement similar to that as shown in Attachment 2, in the Appendix of this RFP. If a Proposer is unwilling or unable to execute an Agreement within thirty (30) days after being notified of selection under this RFP, the City reserves the right to select the next most qualified Proposer or call for new Proposals, whichever the City deems most appropriate.

Proposer concurs to the statements in the sample agreement, with the exception of the following:

None except for option year pricing:

option yr 1:	\$2,469.75 per month	\$29,637 Annual
option yr 2:	\$3,101.00 per month	\$37,212.00 Annual

Firm  
Mariposa Landscapes, Inc.

Signed and Printed Name: Terry Noriega -Terry Noriega

Title  
President

Date  
6/3/2018

**ATTACHMENT 3-6: FEE SCHEDULE - option yr 1**

**CITY OF SANTA ANA REQUEST FOR PROPOSALS FOR RFP NO.: 18-030**

Parks	Acres	Turf Care Casual (incl. Edging /Detailing)	Turf Care Priority (incl. Edging /Detailing)	Ground Cover Care	Shrub/ Vine Care	Tree Trimming (under 15 feet)	Irrigation Maint.	Playground Maint.	Sport Court Maint.	General Maint. & Clean Up	Annual Total
Pacific Electric Park	1.38	\$1,007.00	N/A	\$579.00	\$656.00	\$268.00	\$2,851.00	\$705.00	N/A	\$11,923.00	\$12,983.00
Roosevelt Walker Center		N/A	N/A	\$420.00	\$476.00	\$794.00	\$2,066.00	\$511.00	\$4,720.00	\$8,640.00	\$12,027.00
<b>Add-On Services</b>											
1	Landscape Maintenance Worker		Hourly Wage	6		Certified Irrigation Technician (as specified)				Hourly Wage	
2	Landscape Lead Worker		\$40.00	7		Pesticide Assistant Operator				\$65.00	
3	Certified Tree Worker		\$45.00	8		UAC Pesticide Operator				\$50.00	
4	Lead Certified Tree Worker		\$80.00	9		Qualified Pressure Wash Technician				\$65.00	
5	Irrigation Assistant (Certified Installer & Repair Tech)		\$85.00	10		Turf Care-Casual Turf-Mowing, Edging and Detailing				\$48.00	
			\$50.00							Price Per Sq. Ft.	
										\$0.012	

Annual Total: 14,767  
 Monthly: 1,230.58  
 29,637 / 2,469.75

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**Terry Noriega**

**President**

Printed Name of Authorized Agent

Title

05/03/2018

Signature of Authorized Agent

Date

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City of Santa Ana RFP 18-030

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# ATTACHMENT 3-6: FEE SCHEDULE - option yr 2

## CITY OF SANTA ANA REQUEST FOR PROPOSALS FOR RFP NO.: 18-030

Parks	Acreage	Turf Care Casual (Incl. Edging /Detailing)	Turf Care Priority (Incl. Edging /Detailing)	Ground Cover Care	Shrub/ Vine Care	Tree Trimming (under 15 feet)	Irrigation Maint.	Playground Maint.	Sport Court Maint.	General Maint & Clean Up	Annual Total
Pacific Electric Park	1.38	\$1,063.00	N/A	\$615.00	\$697.00	\$285.00	\$3,831.00	\$749.00	N/A	\$12,674.00	\$19,144.00
Roosevelt Walker Center		N/A	N/A	\$446.00	\$506.00	\$2,065.00	\$2,195.00	\$543.00	\$5,017.00	\$9,184.00	\$18,698.00
<b>Add-On Services</b>											
1	Landscape Maintenance Worker		Hourly Wage	6		Add-On Services				Hourly Wage	
2	Landscape Lead Worker		\$40.00	7		Certified Irrigation Technician (as specified)				\$65.00	
3	Certified Tree Worker		\$45.00	8		Pesticide Assistant Operator				\$50.00	
4	Lead Certified Tree Worker		\$80.00	9		QAC Pesticide Operator				\$65.00	
5	Irrigation Assistant (Certified Installer & Repair Tech)		\$85.00	10		Qualified Pressure Wash Technician				\$48.00	
			\$50.00			Turf Care-Casual Turf-Mowing, Edging and Detailing				Price Per Sq. Ft.	
										\$0.012	

Annual  
 15,798  
 1,316.50  
 Monthly  
 1,308.00  
 2,624.50

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City of Santa Ana RFP 18-030

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