



# **City of Hermosa Beach**

**REQUEST FOR PROPOSALS**

**FOR**

**LANDSCAPE MAINTENANCE**

**JULY 1, 2019 THROUGH JUNE 30, 2022**

**PUBLIC WORKS DEPARTMENT**

1315 Valley Drive  
Hermosa Beach, CA 90254  
Telephone (310)318-0214

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## **PART 1**

### **NOTICE TO CONTRACTORS**

Notice is hereby given that the City of Hermosa Beach will receive sealed proposals at the office of the City Clerk, City Hall, 1315 Valley Drive, Hermosa Beach, CA 90254 until 2:00 p.m. on Thursday, March 28, 2019 for three-year Landscape Maintenance Services agreement.

At the time designated for receiving sealed proposals for said project, the proposals will be publicly opened and examined.

Any proposal received after the hour stated above for any reason whatsoever, will not be considered for any purpose but will be returned unopened to the proposer. City Hall is open Monday through Thursday, from 7:00 a.m. until 6:00 p.m.

All proposals must be in writing, must be sealed, and the envelope enclosing the proposal shall be sealed and addressed to the City of Hermosa Beach, c/o City Clerk, and delivered or mailed to the City at 1315 Valley Drive, Hermosa Beach, CA 90254. The envelope shall be plainly marked in the lower left corner as follows:

#### **SEALED PROPOSAL - LANDSCAPE SERVICES AGREEMENT**

No proposal shall be considered unless it is made on proposal forms furnished by the Director of Public Works.

Each proposer must submit a proposal to the City, c/o City Clerk, on standard forms available in the office of the Director of Public Works/City Engineer. Said proposal is to be accompanied by a cash deposit, a certified or cashier's check, or a bidder's bond, made payable to the City of Hermosa Beach, in an amount not less than 10 percent of the total proposer amount submitted for the first year of the three-year agreement, 7/1/19 through 6/30/2022.

A mandatory pre-bid Meeting is scheduled for Wednesday, March 20, 2019 at 10:00 am, City Hall, Council Chambers, 1315 Valley Drive, Hermosa Beach. All questions regarding this proposal must be submitted in writing to Elys Freeman, Public Works Superintendent, on or before 2:00 PM on Monday, March 25, 2019 via email to [efreeman@hermosabch.org](mailto:efreeman@hermosabch.org). It is the responsibility of the proposer to inquire as to the issuance of any addenda prior to the submittal of the proposal.

A business license is required to do work in the City of Hermosa Beach.

The City of Hermosa Beach reserves the right to reject any or all proposals and to waive any irregularity or informality in any proposal to the extent permitted by law.

The City of Hermosa Beach reserves the right to delete any item of the proposal or to increase quantities/frequencies in any proposal item after awarding the agreement.

CITY OF HERMOSA BEACH

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Director of Public Works

## PART 2

### SECTION 1

#### INSTRUCTIONS TO PROPOSERS

##### 2.1.1 GENERAL

Proposals for this project shall be submitted on the blank forms furnished herewith. When presented, they must be completely filled out in the manner and form indicated therein: (1) showing the proposed prices clearly and legibly in both words and numerals, and (2) properly signed by the proposer, whose address and telephone number shall also be shown. **The City Council reserves the right to reject any proposal if all of the above information is not furnished.**

Each proposal submitted shall be presented under sealed cover, and must be filed prior to the time, and at the place, designated in the Notice Inviting proposals.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rate of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required.

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex or religion will also be required.

The City hereby affirmatively ensures that all business enterprises will be afforded full opportunity to submit proposal in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

##### 2.1.2 EXAMINATION, SPECIFICATIONS, AND SITE OF THE WORK

The specifications to which the proposal forms refer are on file and open to inspection in the office of the Director of Public Works.

Proposers must satisfy themselves by personal examination of the location of the proposed work and by such other means, as they may prefer as to the actual conditions and requirements of the work. Proposers shall not at any time after submission of the proposal dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

##### 2.1.3 ESTIMATED QUANTITIES

The quantities shown in the proposal form, and in the estimate included in the specifications, are approximate only, and give a general indication of the amount of work or material to be performed or furnished. They are the quantities, which will be used as a basis for comparison of the proposals.

##### 2.1.4 DISQUALIFICATION OF PROPOSALS

More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted, and reasonable grounds for believing that any proposer is interested in more than one proposal for the work will be cause for rejecting all proposals in which such proposer is interested.

Proposals in which the prices are obviously unbalanced, and those, which are incomplete or show any alteration of form or contain any additions or conditional or alternate proposal that are not called for or otherwise permitted, may be rejected. A proposal in which the signature of the bidder has been omitted will be rejected.

#### 2.1.5 AWARD OF AGREEMENT

The award of the agreement, if it is awarded, will be made to the most qualified and responsible bidder whose proposal complies with all the prescribed requirements. Until award is made, the right will be reserved to reject any or all proposals and to waive technical errors or discrepancies if to do so is deemed to best serve the interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility of the proposer to whom it is proposed to make such award.

#### 2.1.6 PROPOSAL FIGURES

The total cost for the three-year period will be used to compare cost proposals. In case of a discrepancy between words and figures, the words shall prevail. The proposal price shown in words shall take precedence over the price shown for the total should any discrepancy exist. An alteration of, or addition to, the form of proposal, which qualifies the proposal, will invalidate it. No mention shall be made of Sales Tax or Use Tax; all prices submitted will be considered as including such tax.

#### 2.1.7 EXECUTION OF AGREEMENT

If awarded the agreement, the undersigned hereby agrees to sign said agreement and furnish the necessary certificate of insurance within ten (10) days of the Notice of Award of said agreement, and to begin work as of the date on the Notice to Proceed from the City of Hermosa Beach, California.

#### 2.1.8 INSTRUCTIONS FOR SIGNING PROPOSAL AND AGREEMENT

##### CORPORATIONS

Give the name of Corporation.

Signatures: President or Vice-President and Secretary or Assistant Secretary.

Affix Corporation seal and Notary's acknowledgment.

Others may sign for the corporation if the Director of Public Works has been furnished a certified copy of a resolution of the Corporation Board of Directors authorizing them to do so.

##### PARTNERSHIPS

Signatures: All members of partnership, one may sign if the Director of Public Works has a copy of authorization.

Affix Notary's acknowledgment.

##### JOINT VENTURES

Give the names of the joint ventures.

Signatures: All members of partnership, one may sign if the Director of Public Works

has a copy of authorization.

Affix Notary's acknowledgment.

### INDIVIDUALS

Signature: The individual.

Affix Notary's acknowledgment.

Another may sign for the individual if the Director of Public Works has been furnished a certified power-of-attorney authorizing the other person to sign.

### FICTITIOUS NAMES

Show fictitious name. Satisfy all pertinent requirements shown above.

## 2.1.9 BONDS

### BIDDERS BOND

All proposers shall furnish a bid bond executed by an "A Rated" surety company licensed to do business in this State. This binds the proposer to indemnify the City against all losses, not to exceed the sum of the bond, if the proposer fails to execute the agreement. Said bid bond shall not be less than 10 percent of the total amount proposed for the first year of the three year agreement.

A certified check or cashier's check payable to the City may be deposited in lieu of a bid bond. In such event, only the City will retain the security deposit of the top three qualified proposers; all other such securities shall be promptly returned.

## 2.1.10 QUALIFICATIONS OF PROPOSERS

All proposers hereunder must furnish satisfactory evidence to the City that they have operated or are presently operating a Landscape Maintenance service of the type similar to the operation described in this document and that they have successfully done so long enough that their experience will enable them to maintain operations under all conditions prevailing in this area. If they have not operated such a system, they must show that they have had sufficient experience in comparable fields or employ qualified personnel to comply with the requirements of this agreement.

In order to determine the eligibility of the proposers all of them must list all terminated or existing Landscape Maintenance services (existing ones will be subject to inspection by City personnel).

Proposers without the experience outlined above, but with sufficient experience in a comparable field, should show that they will have responsible management personnel who are qualified to plan, supervise, direct, and operate the system delineated in the specifications and agreement. All proposers who do not have the required history shall list the names and experience of all such personnel.

As an attachment to the proposal, all proposers shall include a listing, with qualifications, of personnel who have had experience in operating a comparable system and who have agreed to work for them in the operation of this agreement.

As an attachment to the proposal, all proposers shall include detailed inventories of their equipment and all accessories by type, by model, year of manufacture, and anticipated remaining useful life as of the date of the inventory. All leased equipment shall be listed separately; the time remaining of each leased machine and option of renewal, where applicable, shall be stated. All equipment proposed to accomplish the work under this agreement must be available upon the effective date of the commencement of operations. Any new equipment proposed to be acquired shall be described in the schedule attached to the proposal document stating the scheduled time in calendar days such equipment will be in operation and shall include copies of delivery guaranties by manufacturers.

All proposers shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, and expertise to perform the services required by these specifications. No agreement (agreement) will be awarded to any proposer who, as determined by the City, has an unsatisfactory performance record or inadequate experience, or who at any time lacks the necessary capital, organization, and equipment to conduct and complete the services in strict accordance with the specifications.

All proposers shall be held to comply with all laws of the State of California, the rules and regulations promulgated thereunder, the applicable ordinances, the rules and regulations of the City of Hermosa Beach, the ordinances and rules and regulations of the County of Los Angeles, and all other provisions of law. The proposer shall meet all the requirements of the legislation and regulations, including any subsequent changes.

If awarded, a contract will be awarded to the proposer that best meets the needs of the City, taking into account the proposer's price, qualifications, references, financial stability and demonstrated quality of work. The contract will not necessarily be awarded to the lowest proposal, although price is a consideration and the City encourages proposers to propose their best price.

**PART 3**  
**PROPOSAL DOCUMENTS**  
**SECTION 1**  
**PROPOSAL TO THE CITY COUNCIL**

**LANDSCAPE SERVICES AGREEMENT**

**3.1.1      PROPOSAL**

The undersigned, as proposer, declares that: (1) this proposal is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein; (2) proposer has carefully examined the specifications, instructions to bidders, proposal, notice to Contractors and all other information furnished therefore and the sites of the proposed work; and (3) proposer has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished. Furthermore, proposer agrees that submission of this proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this agreement is awarded to proposer, to enter into an agreement with the City of Hermosa Beach to perform said proposed work in accordance with the terms of the specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary to do said work, except such thereof as may otherwise be furnished or provided under the terms of said specifications, for the following stated prices as submitted and attached hereto.

**3.1.2      REQUIRED PROPOSAL DOCUMENTS**

The proposer has submitted a complete Proposal, which includes all of the following documents:

- Proposal to the City Council
- Non-Collusion Affidavit
- Copy of Agreement
- Compensation Insurance Certificate
- Contractor's Industrial Safety Record
- Designation of Sub-Contractors
- Contractor's Hourly Cost
- Proposer's Itemized Cost Breakdown by Year (Cost Proposal)
- References
- Signature Page
- Bid Bond



**PART 3**

**SECTION 2**

**NON-COLLUSION AFFIDAVIT**

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED  
BY EACH AWARDEE OF A PRINCIPAL CONTRACT**

STATE OF CALIFORNIA                    )  
  )ss  
COUNTY OF                                )

\_\_\_\_\_

being first duly sworn, deposes and says that he is

\_\_\_\_\_

(sole owner, a partner, president, etc.)

of \_\_\_\_\_, the party making the foregoing bid, that such bid is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization or corporation, that such bid is genuine and not collusive or sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put a sham bid, or that anyone shall refrain from bidding, that said bidder has not in any manner, directly or indirectly, sought by agreements, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contractor or anyone interested in the proposed contract; that all statements contained in such bid are true and, further, that said bidder has not, directly or indirectly, submitted his bid price, or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agency thereof, or to any other individual, except to such person or persons who have a partnership of other financial interest with said bidder in his general business.

Signed \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

## PART 2

### SECTION 3

#### CONTRACTOR'S INDUSTRIAL SAFETY RECORD

To be submitted with each proposal to contract for:

Project Identification Landscape Services Agreement

Proposal

Date \_\_\_\_\_

The information must include all work undertaken in the State of California by the proposer and partnership joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The proposer may attach any additional information or explanation of data, which he would like, taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

Record of Last Five (5) Full Years

Year of Record		2014	2016	2016	2017	2018
1.	No. of Contracts					
2.	Total dollar amount of contracts (in thousands of dollars)					
3.*	No. of Fatalities					
4.*	No. of lost workday cases					
5.*	No. of lost workday cases involving permanent transfer to another job or termination of employment					
6.*	No. of lost workdays					

\*The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary - Occupational Injuries and Illnesses, OSHA No. 102.

**PART 3**

**SECTION 4**

**CONTRACTOR'S HOURLY COSTS**

**LABOR**

<b>CLASSIFICATION/ TITLE</b>	<b>HOURLY COST</b>	<b>MARKUP</b>	<b>BILLING COST</b>
Landscape Laborer			
Supervisor			
Extra Work (Regular Hours)			
Extra Work (After hours emergency)			
Other			

**EQUIPMENT**

TYPE

---

FIRM NAME

**PART 3**

**SECTION 5**

**COST PROPOSAL**

**3.6.1 ANNUAL COSTS OF LANDSCAPE MAINTENANCE**

NAME OF CONTRACTOR:								
		7/1/19 thru 6/30/20		7/1/20 thru 6/30/21		7/1/21 thru 6/30/22		TOTAL COST
PROPOSAL ITEMS		Monthly Cost	Annual Cost	Monthly Cost	Annual Cost	Monthly Cost	Annual Cost	
1	Landscape Maintenance - Parks							
2	Trimming Park Trees greater than 25' in height including Eucalyptus Trees.							
3	Landscape Maintenance – Medians, Parkways, Planter Landscape Maintenance – Medians, Parkways, and Planters (Includes Downtown, Parking Structure, City Hall, etc.)							
4	Replace ball field mix (infield dirt) for baseball/softball diamonds (30 cu. yds.)							
5	Annual replacement of Greenbelt decorative wood chips							
	Totals							

Note: Determination of “monetary proposer” will be based upon the total amount of proposal item 1-4 for three (3) consecutive years.

Total cost in writing Proposal Item 1-5: \_\_\_\_\_

Proposer's Signature: \_\_\_\_\_ Date \_\_\_\_\_

**PART 3**

**SECTION 6**

**SIGNATURE PAGE**

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

---

Name of Proposer

---

Signature

---

Signature

---

Address

---

State Contractor's License  
No. & Classification (if applicable)

---

City

---

Zip Code

---

Telephone

**PART 3**  
**SECTION 7**  
**REFERENCES**

SUBMIT SEPARATELY A LIST OF ALL CONTRACTS IN FORCE AS OF THIS DATE, INCLUDING CONTACT PERSON, AMOUNT OF THE CONTRACT AND TELEPHONE NUMBER.

1.

2.

3.

4.

5.

### PART 3

#### SECTION 8

#### AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

This Agreement for Landscape Maintenance ("Agreement") is made on this \_\_\_\_ day of \_\_\_\_\_ 2019, at Hermosa Beach, California, by and between the City of Hermosa Beach, a municipal corporation, 1315 Valley Drive, Hermosa Beach, California 90254 (hereinafter referred to as the "CITY") and \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR").

### RECITALS

- A. CITY proposes to contract for Landscape Maintenance Services as set forth below in this Agreement;
- B. CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide the services described in Exhibit A.

**NOW, THEREFORE,** the CITY and the CONTRACTOR mutually agree as follows:

- 1. **SERVICES.** CONTRACTOR shall perform those services set forth in "Exhibit A" (Request for Proposal Document – Landscape Maintenance Services Agreement) which is attached hereto and incorporated herein by reference. By executing this Agreement, CONTRACTOR represents that it has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- 2. **TIME OF PERFORMANCE.** The services of CONTRACTOR are to commence upon receipt of a notice to proceed from CITY and shall be completed within the time period designated by CITY. The term of this Agreement shall be for the time period beginning July 1, 2019 and ending on June 30, 2022 unless extended in writing in advance by the CITY.
- 3. **PAYMENT FOR SERVICES.** CONTRACTOR shall be compensated in an amount not to exceed those amounts as listed on Part 3 Sections 5 through 7 of Exhibit A. Compensation shall under no circumstances be increased except by written amendment of this Agreement. CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to CITY for services performed to CITY's satisfaction. CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by CITY.
- 4. **CONTRACT ADMINISTRATION.**
  - 4.1. **CITY's Representative.** Unless otherwise designated in writing \_\_\_\_\_, Maintenance Supervisor shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.



- 4.2. **Manager-in-Charge.** For the CONTRACTOR\_\_\_\_\_ shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
- 4.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 4.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.
- 4.5. **Prevailing wage and certified payroll submission.** The prevailing wage scale, as determined by the Director of Industrial Relations of the State of California, in force on the day this proposal was submitted, will be the minimum paid to all craftsmen and laborers working on this project. It is understood that it is the responsibility of the bidder to determine the correct scale. Each CONTRACTOR and subcontractor and any lower-tier subcontractor shall submit certified payrolls with each invoice.

## 5. **TERMINATION.**

- 5.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 5.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

## 6. **INDEMNIFICATION.**

- 6.1. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation

reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

- 6.2. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

## 7. **INSURANCE REQUIREMENTS.**

- 7.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

7.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

7.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- 7.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence.
- 7.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the specific language of Section 8.2.1 below.
- 7.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 7.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 7.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 7.2.4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
- 7.2.5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
- 7.2.6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.
- 7.3. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- 7.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- 7.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of

contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

7.6. **Nonpayment of Deductible.** The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on CONTRACTOR'S behalf upon the CONTRACTOR'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by City due to the breach.

8. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

9. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

9.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

9.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset

against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

- 9.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of Hermosa Beach business license, if required under CITY ordinance.
10. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
11. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.
12. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by the CITY at any time during regular business hours.
13. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and work papers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
14. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

15. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF HERMOSA BEACH  
1315 Valley Drive  
Hermosa Beach, CA 90254

Attention: Ells Freeman, Superintendent  
Public Works Department

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

16. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
17. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
18. **ATTORNEYS' FEES.** In any action brought to declare the rights granted herein or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees in an amount determined by the court.
19. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
20. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

21. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CONTRACTOR: (Company Name)

\_\_\_\_\_

\_\_\_\_\_  
(TITLE)

Contractors State License #: \_\_\_\_\_

CITY OF HERMOSA BEACH:

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Suja Lowenthal, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED:

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**PART 3**

**SECTION 9**

**COMPENSATION INSURANCE CERTIFICATE**

Pursuant to Section 1861 of the State Labor Code, each Contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City of Hermosa Beach prior to performing any work on this contract:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTOR: \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_(TITLE)\_\_\_\_\_

\_\_\_\_\_

Date



## **PART 4**

### **SECTION 1**

#### **GENERAL PROVISIONS**

##### **DEFINITION OF TERMS**

Change Order - Any modification of the Agreement made after the Formal Agreement is executed.

City - The City Council of Hermosa Beach or its designated representative.

Contractor - A person or organization identified as such in the Agreement and is referred to throughout the Agreement Document. The term Contractor means the Contractor of his authorized representative.

Daily - Refers to normal hours of work from Monday through Friday with the exception of holidays.

Days - When used to designate a period of time, days shall be in reference to calendar days, unless otherwise specified.

Director of Public Works - That person designated by City Council as Director of Public Works or his designated representative.

Maintenance - Section 16015(b) of the Administrative Code defines maintenance as routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (building, structure, ground facility, utility system) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired.

Specifications - The written directions, provisions and requirements pertaining to the work and to the quantities and qualities of labor, equipment and materials furnished under this agreement.

Sub-Contractor - An individual, firm or corporation supplying labor or labor and materials for work under this agreement and whose contractual relationship is with the Contractor and not the City.

Supplemental Agreements - Written agreements covering exhibits, schedules, drawings, instructions, alterations, amendments or extensions of the Agreement.

**PART 4**  
**SECTION 2**  
**AWARD AND EXECUTION OF AGREEMENT**

**4.2.1 AGREEMENT DOCUMENT**

Documents, which shall be signed and returned to the City by the awardee, are:

- A. Agreement and
- B. Certificate of Insurance - Public Liability and Property Damage Statement relative to Workers' Compensation

**4.2.2 INTENT, INTERPRETATION AND PRECEDENCE OF AGREEMENT DOCUMENTS**

The agreement is intended to describe and provide for complete work. Each agreement document is intended to be cooperative and a requirement included in one is as binding as though included in all.

On questions relating to the acceptability of material, machinery, equipment, classification of materials or work, the proper execution progress or sequence of work, quantities, interpretation of the specifications or drawings, the decision of the Director of Public Works shall be final and binding and shall be a condition precedent to any payment under the agreement, unless otherwise ordered by the City.

In the event of a conflict between one agreement document and any of the other agreement documents, the document highest in precedence shall control and supersede the document, which is contrary to it. The order of precedence of the agreement documents is as follows:

- First: Supplemental Agreements - the last being the first in precedence
- Second: Agreement
- Third: Specifications
- Fourth: Plans, schedules or exhibits
- Fifth: Contractor's Proposal

**4.2.3 INSURANCE**

The Contractor shall purchase and maintain insurance as set forth below and shall not commence work under this agreement until he has obtained all insurance required under this heading.

Neither the City, agent nor appointee of the City shall be personally responsible for any liability arising under the agreement.

Concurrently with the execution of any agreement incorporating these specifications, Contractor shall procure a policy of liability insurance from a company authorized to do business in the State of California, which policy shall insure the City, its officers, agents or employees against any and all liability for death, injury, loss or damage to personal property arising out of or in any manner related to Contractor's operations under any agreement that may be let pursuant to these specifications. Such policy of insurance shall contain not less than the following limits of liability.

The Contractor shall carry and maintain insurance coverage with the City of Hermosa Beach named as additionally insured for public liability and property damage on account of bodily injuries, including death resulting therefrom, in the sum of not less than two million dollars (\$2,000,000) resulting from any one accident which may arise from the operation of the Contractor in the performance of the work that is provided herein.

Said insurance coverage shall provide that Contractor and his insurers are primarily responsible for any loss or injury which arises from Contractor's performance of this agreement and that neither City nor any of its insurers shall be required to contribute to any such loss or injury.

The Contractor shall provide such compensation insurance as required by the Labor Code of the State of California. The Contractor at all times shall keep fully insured at his own expense, all persons employed by him in connection with the agreement as required by the "Workers' Compensation Insurance and Safety Act" of the State of California. The Contractor shall during the life of the agreement, keep on file with the City Clerk evidence that the Contractor is fully and properly insured as required by said Act, which evidence shall be approved by the Hermosa Beach City Attorney as to form and sufficiency.

Contractor shall concurrently with the execution of the agreement, deliver said policy of insurance, or a certified xerographic copy thereof, to the City Attorney for approval by him as to form and sufficiency, and the agreement shall not be effective, for any purpose, until such insurance policy is so delivered and so approved. When such policy has been approved, it shall be filed in the office of the City Clerk of the City. In lieu of filing said insurance policy with the City, the same will be returned to Contractor after approval as to sufficiency and as to form as above provided, if the Contractor shall file with the City a Contractor's Insurance Certificate, executed by the insurance carrier, certifying that the aforesaid insurance is in full force and effect and that all operations of the insured under the agreement entered into pursuant to these specifications are covered thereby, and that the policy will not be canceled without giving the City thirty (30) days prior written notice. Contractor shall pay, at his own expense, all premiums upon said policy and shall maintain the same in full force and effect during the life of the agreement. The procuring of such policy of insurance shall not be construed as a limitation of Contractor's liability or as a full performance on Contractor's part of the indemnification provisions of the agreement. Contractor's liability shall be not withstanding such policy of insurance, for the full and total amount of any damage, injury or loss caused by or related to Contractor's operations under the agreement.

Said insurance coverage obtained by the Contractor excepting Workers' Compensation Insurance, shall name the City as an additional insured.

#### 4.2.4 FINAL DECISION

The Contractor shall at all times comply immediately with any and all demands made by the Director of Public Works. In the event of controversy between the Director of Public Works and the Contractor, the Contractor agrees to abide by the decision of the City Manager, whose decision shall be final as to all matters in dispute.

#### 4.2.5 CONTROL OF WORK

Within the scope of the agreement, the Director of Public Works has the authority to enforce compliance with the schedule and specifications. The Contractor shall promptly comply with instructions from the Director of Public Works, or his designated representative.

On all questions relating to quantities, the acceptability of material, equipment, or work, the execution, progress or sequence of work and the interpretation of specifications or drawings, the decision of the Public Works Department is final and binding and shall be precedent to any payment under the agreement, unless otherwise ordered by the City Council.

All work and materials are subject to inspection and approval of the Public Works Department. The Contractor shall provide every reasonable facility for ascertaining that the workmanship is in accordance with these specifications. Inspection of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the agreement.

## **PART 4**

### **SECTION 3**

#### **LEGAL RELATIONS AND RESPONSIBILITIES**

##### **4.3.1 LAWS TO BE OBSERVED**

The Contractor shall keep himself fully informed of all existing and future State and Federal laws, all municipal ordinances and regulations of the City and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the work, which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work and shall abide by and comply with all of such laws, ordinances and orders.

##### **4.3.2 SAFETY AND ACCIDENT PREVENTION**

In accordance with generally accepted safety practice, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours.

##### **4.3.3 HOURS OF LABOR**

Eight hours constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the City twenty-five dollars (\$25.00) for each worker employed in the execution of the agreement by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and in particular of Sections 1810 and 1815 thereof, inclusive, except that work performed by employees of Contractor in excess of eight hours per day and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815.

##### **4.3.4 LABOR DISCRIMINATION**

No discrimination shall be made in the employment of persons upon Public Works' agreements because of race, religious creed, color, ancestry or national origin, physical handicap, medical condition, marital status, or sex of such person, except as provided in Section 1420 of the Labor Code. Every Contractor for Public Works violating this section is subject to all penalties imposed for violation of Chapter 1 of Part VII, in accordance with the provisions of Section 1735 of the Labor Code.

##### **4.3.5 PERMITS AND LICENSES**

The Contractor shall procure all permits and licenses, (i.e. City business license, State of California Contractor's license) pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Contractor is required to possess a valid License as may be required by the State of California prior to be awarded an agreement.

#### 4.3.6 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to vehicle and pedestrian traffic, including parking legally at all times.

#### 4.3.7 PATENTS

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

#### 4.3.8 RESPONSIBILITY FOR DAMAGE

The City of Hermosa Beach and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of City. In connection therewith:

CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.

CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties,

obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

In the event Indemnities are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnities and any all costs and expenses incurred by Indemnities in such action or proceeding together with reasonable attorneys' fees.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnity. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

#### 4.3.9 RECOVERY OF ATTORNEY FEES

Should action be instituted to enforce any of the terms and provisions of the agreement, the prevailing party in such action shall be entitled to recover such reasonable attorney fees as may be affixed by the Court.

## **PART 4**

### **SECTION 4**

#### **PROSECUTION AND PROGRESS OF THE WORK**

##### **4.4.1 SUBLETTING AND ASSIGNMENT**

The Contractor shall give his personal attention to the fulfillment of the agreement and shall keep the work under his control. The Contractor shall not assign or otherwise dispose of this agreement or its right, title or interest therein to any person without prior written consent by the City.

Sub-Contractors will not be recognized as such and all persons engaged in the work will be considered as employees of the Contractor and their work will be subject to the provisions of the agreement and specifications.

##### **4.4.2 TERMS OF AGREEMENT**

This agreement is anticipated to begin on July 1, 2019. This agreement shall automatically be extended on a month-by-month basis on the same terms and conditions unless the canceling party gives the other party thirty (30) days advance written notice of its desire to terminate this Agreement. In any event, this Agreement will expire on June 30, 2022 at midnight. The agreement may be renegotiated at this time for up to three (3) years only upon the satisfactory evaluation of the Contractor's performance and the agreement of both parties.

##### **4.4.3 PROGRESS OF THE WORK AND TIME FOR COMPLETION**

The Contractor shall begin work no later than the date of the notice to proceed and shall diligently prosecute the same from said date to the expiration of the time limit of the agreement.

##### **4.4.4 SUSPENSION OF AGREEMENT**

If at any time, in the opinion of the City, the Contractor has failed to supply adequate working force or equipment of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the agreement, notice thereof in writing will be served upon him and should he neglect or refuse to provide means for a satisfactory compliance with the agreement, as directed by the Director of Public Works, within the time specified in such notice, the City Council in any such case shall have the power to terminate the agreement.



#### 4.4.5 CITY OBSERVED HOLIDAYS

<u>Holiday</u>	<u>Month Observed</u>
Independence Day	July
Labor Day	September
Veteran's Day	November
Thanksgiving Day	November
Christmas Day	December
New Year's Day	July
Martin Luther King Day	July
President's Day	February
Memorial Day	May

## **PART 4**

### **SECTION 5**

#### **METHOD OF PAYMENT**

##### **4.5.1 PAYMENT**

Based on written evidence submitted by the Contractor or on other evidence satisfactory to the City, the Director of Public Works shall recommend to the City Council monthly payment for services rendered. The amount of the monthly payment will be based on the amounts shown on the agreement.

##### **4.5.2 SUSPENSION OF PAYMENT**

If after written notice to the Contractor of any deficiencies in his work, or of failure to comply with the agreement provision, or failure to comply with the schedule, the Director of Public Works shall recommend that all or a portion of payments due or to become due under the agreement shall be suspended until the Contractor corrects any such deficiency. The City may suspend said payment until such deficiencies are corrected.

##### **4.5.3 RETENTION**

No retention shall be withheld until the end of the agreement. Payment or partial payment shall be withheld when there is an error or discrepancy in the invoice or an incomplete invoice.

##### **4.5.4 FORMAT OF INVOICE**

The monthly statement (invoice) submitted by the Contractor shall include the following minimum information:

- A. City purchase order number and issue date
- B. The Contractor's mailing address
- C. Contractor shall submit the original and a duplicate invoice.

##### **4.5.5 TIME SHEETS**

Contractor shall keep records of the time that his personnel spend on the agreement. When requested in advance, the Contractor shall furnish the City additional records of man-hours by task and location in electronic form (either PDF or Excel). The request would occur on an infrequent basis and would occur when, for example, there is an opportunity for State or Federal reimbursement as a result of storm damage or other emergencies.

## **PART 4**

### **SECTION 6**

#### **PERSONNEL, EQUIPMENT, MATERIALS, AND SUPERVISION**

##### **4.6.1 PERSONNEL**

The Contractor shall use and furnish all labor necessary for the satisfactory performance for the work set forth in this agreement.

###### **A. Contractor's Laborers**

The Contractor agrees to require his laborers to present a neat appearance at all times while engaged in the performance of their duties and maintain good bearing and deportment toward the public. Should for any reason an employee be unsatisfactory in the opinion of the City, the Contractor, when notified in writing, shall cause that employee to be removed from the job and replaced by a satisfactory laborer.

###### **B. Laborer Attire**

The Contractor shall require that each of his employees adhere to basic standards of working attire. These are basically uniforms, with the Contractor's company name or insignia clearly visible, proper shoes and other gear required by State Safety Regulations, and proper wearing of the clothing. Shirts shall be worn at all times, buttoned and tucked in. Uniforms will be in good appearance, clean, neat, and not worn.

##### **4.6.2 EQUIPMENT**

The Contractor shall use and furnish all equipment necessary for the satisfactory performance of the work set forth in this agreement.

###### **(a) Vehicles**

Contractor shall display the name of his firm on any vehicles used by the Contractor's employees to carry supplies and equipment. The firm name shall be in letters large enough to be easily legible from a distance of fifty (50) feet.

#### 4.6.3 TELEPHONE SERVICE AND EMERGENCY NUMBERS

The Contractor shall provide the City at all times throughout the duration of this agreement emergency telephone numbers of at least two (2) qualified persons who can be called for emergency conditions at any time that Contractor's representatives are not immediately available at the job site. An alternate emergency number shall be provided in case no answer is received at the first number. The emergency number shall be used to contact the representative of the Contractor who can take the necessary action required to alleviate an emergency condition, which threatens to cause damage to any City property.

In addition, the Contractor shall employ person(s) to answer telephone complaints, requests for service, etc.; an answering service will not be considered sufficient for this purpose during normal City working hours. Normal City working hours are 7:00 A.M. to 6:00 P.M., Monday through Thursday.

Contractor is required to maintain an office within a 50-mile radius of the City. Contractor is further required to provide City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than four (4) hours and shall be considered part of the normal agreement except when delayed by problems caused by vehicle accidents or Acts of God.

**PART 5**  
**SECTION 1**  
**SPECIAL PROVISIONS**  
**SCOPE OF WORK**

5.1.1 **GENERAL**

Contractor shall provide at his/her own risk and cost all labor, materials, tools, equipment, transportation, hauling, dumping, fertilizers, seeds, plants, and other items needed to do landscape maintenance work in all areas shown on map, building facilities, and described herein.

5.1.2 **SCOPE OF WORK**

Contractor shall perform all work necessary to complete the agreement in a manner satisfactory to the Public Works Director or his/her designee. The work to be done under these specifications shall include the furnishing of all labor, material, equipment, tools, disposal site or disposal transfer station expense and any other incidental expense necessary to perform the following services for the City of Hermosa Beach. The areas to be maintained shall include turf areas, ground cover areas, trees and shrubs in parks, medians and the downtown area.

5.1.3 **LEVEL OF MAINTENANCE**

- A. All work shall be performed in accordance with the maintenance standards at frequencies established by City representative so as to maintain a pleasing aesthetic level. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of these parks and medians.
- B. The following must be done weekly at all parks: mow turf, edging, shrubs, hardscape maintenance, and visual inspections. Litter must be picked up daily.
- C. The City shall make weekly inspections of all areas included in the agreement. The results of each inspection shall be recorded and retained for reference. The City shall allot ten (10) hours. Contractor shall compensate the City for all time required for inspection and supervision in excess of the above-specified time, providing that:
  - 1) The excess time is, in the opinion of the City, required due to an inadequate level of maintenance as specified herein;
  - 2) That the Contractor has failed to correct said deficiencies within 3 working days after notification. Compensation shall be charged at a rate including actual time, mileage and fringe benefit costs incurred by the City.

Notices and penalties for non-performance are set forth as follows:

- 1) Deficiency Notice: Contractor is required to correct deficiencies within the time specified by the City.
- 2) Withholding of Payment: Provided work under the deficiency notice has not been completed within the time allotted, payment for subject deficiency shall be withheld until deficiency is corrected, without right to retroactive payments.

#### 5.1.4 EXTRA WORK

Extra work is that work not included under the various proposal items nor the result of the Contractor's negligence. Extra work shall include but not be limited to: new planting of shrubs and trees, replanting of ground cover, backfilling washed out areas, pulling weeds from residential sidewalks, etc. The City will pay for all extra work at a price approved by the City prior to completion of the work. Any additional laborers will be paid at a rate equal to the wage rate and mark up as shown on the form titled "**Contractor's Hourly Rate.**"

Contractor shall be responsible for any losses or damage due to his negligence as determined by the City representative .

Contractor shall obtain written approval from the City representative prior to proceeding with any extra work except for the emergency repair. Contractor shall submit a written proposal to the City when extra work is required or requested by the City, this proposal shall indicate labor cost that are equal to the contract wage rate including mark up. The City reserves the right to have any extra work completed by other Contractors or City forces. All work performed under this section shall not interfere with or reduce normal maintenance schedules or activities. Separate crews shall be utilized for extra work unless otherwise agreed upon by the city's representative.

#### 5.1.5 WORKING TIME LIMITS

Except as set forth in Section 5.4.18, all work performed by the Contractor shall be performed between the hours of 7:00 am and 5:00 pm, Monday through Friday; work on Saturdays, Sundays and holidays is permitted only with prior, written consent from the City. Contractor shall not start noisy equipment before 8:00 am.

#### 5.1.6 PARK CLOSURE

In the event any area of a park is unusable for any reason, including acts of nature or vandalism, the City may declare, for the purpose of maintenance, the park is closed. Notwithstanding, any provisions contained elsewhere in this agreement, the City reserves the right to perform any repair or construction work it deems advisable, including normal routine maintenance

contemplated by this agreement, with its own labor and equipment or through a third party. Contractor will not be paid for park closures.

5.1.7 DAMAGES

Contractor shall report immediately any damage to City equipment or property. Contractor shall be liable for damages caused by his/her vehicular traffic. Any repairs and associated cost resulting from Contractor vehicle damage shall be the responsibility of the Contractor.

5.1.8 MATERIALS AND EQUIPMENT TO BE PROVIDED BY CONTRACTOR

Contractor at his own cost and expense shall furnish all necessary equipment, supplies, and materials of good quality and in the amounts necessary to fulfill this agreement and to accomplish an acceptable and professional level of maintenance. These equipment, supplies, and materials shall include, but not be limited to:

- A. All necessary gas, oil, and spare parts for all equipment.
- B. All necessary top dressing, seed, fertilizers, amendments, tree stakes, fasteners, and City approved pest control.
- C. Contractor shall replace all trees, shrubs, and ground cover if dead or damaged due to Contractor negligence. Contractor shall secure the City's approval of the type of each supply, material or equipment prior to its use or installation on park facilities. The City will provide water at each park site at no cost to the Contractor.

5.1.9 EQUIPMENT NOISE

Each internal combustion engine used for any purpose on the project or related to the project shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the agreement without said muffler. (It is preferred that electric equipment be used when possible) Said noise level requirement shall apply to all equipment on the project or related to the project including but not limited to trucks, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of the public or Contractor's personnel.

5.1.10 BLOWERS

Use of leaf blowers within the City was prohibited as of July 1, 1988 and the operation of any mechanical device to blow leaves, dirt or other debris is prohibited by Chapter 8.44.060.

5.1.11 INCLEMENT WEATHER

Contractor shall not perform any operations during inclement weather, which may destroy or damage ground cover or turf areas. Contractor shall contact the City for the determination of non-operation conditions. During inclement weather, Contractor shall provide staffing for citywide park inspections, debris removal and cleanup in addition to work described in Section 5.4.18.

Contractor shall perform such duties as replacing tree stakes, re-tie trees, and remove debris from catch basins in parks and some street areas as instructed by City Representative.

5.1.12 AIR POLLUTION

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes, which apply to any work, performed pursuant to the agreement and shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority. Material to be disposed of shall not be burned.

5.1.13 SPECIAL PROVISION TRAFFIC AND DETOURS

A. General

Contractor shall provide all labor, materials and equipment to install barriers, guards, lights, signs, temporary bridges, flag-persons; advising the public of detours and construction/maintenance hazards, and, upon completion of the work, promptly remove all signs and warning devices. Contractor shall be responsible for compliance with additional public safety requirements, which may arise during landscape installations at the park site. Contractor shall notify the City twenty-four (24) hours in advance of closing, partial closing or reopening of any street or public thoroughfare.

B. Responsibility

Should Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the City may direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor, at the Contractor's expense.

C. Hauling

Spillage resulting from operations on or across public thoroughfares shall be immediately removed as specified in the City of Hermosa Beach Municipal Code, Chapter 8.44.060 at Contractor's expense. When entering or leaving roadways carrying public traffic, the



Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

5.1.14 DISPOSAL OF DEBRIS

Contractor, as specified in the City of Hermosa Beach Municipal Code, Chapter 8.44.060, shall promptly dispose of all debris accumulated as a result of maintenance operations and shall not allow any debris therefore to remain on the public street or other public property after 5:00 P.M. on the day which they are collected.

Debris is defined as grass clippings, leaves, branches, paper and all foreign matter, etc. All debris shall be disposed of at the City Yard. Disposal of debris shall be performed at no additional cost to the City and shall be considered to be included as part of the Contractor's bid price.

5.1.15 MAINTENANCE SCHEDULES

Contractor is required to furnish a weekly, monthly, and annual maintenance schedules to include planned activities for all persons performing any function of the agreement. The schedules shall be submitted to the City no later than the start of the agreement and shall be updated as necessary.

5.1.16 HERBICIDES/PESTICIDES

The use of any and all herbicides and pesticides is **prohibited** in the City of Hermosa Beach, thus the routine maintenance of weed control must be maintained by hand operation or other methods other than herbicides; other methods (mechanical, mulching, etc.) that are required to maintain a positive aesthetic area can also be used.

5.1.17 LANDSCAPE ARCHITECT AND ARBORIST SERVICES

Contractor shall provide professional landscape architect and arborist service when requested. This includes all trees covered in this contract. Any dead or diseased trees that require removal will be inspected by an Arborist and Contractors reprehensive prior to removal. City may require Arborist service in determining the condition and potential hazards of city trees.

**PART 5**  
**SECTION 2**  
**PERSONNEL AND SUPERVISION**

5.2.1 **PERSONNEL REQUIREMENTS**

Contractor shall use and furnish all labor necessary for the satisfactory performance of the work set forth in this agreement. "All labor" shall include a minimum of four (4) laborers assigned to parks, one (1) laborer assigned to medians and the downtown area. These are to be daily assignments. This requirement is subject to a deficiency notification per section 5.1.3 above.

5.2.2 **CONTRACTOR'S EMPLOYEE PERFORMANCE**

Contractor agrees to require his/her employees to present a neat appearance at all times while engaged in the performance of their duties. Contractor shall adhere to basic Public Works standards. The employees shall also maintain good bearing and deportment toward the public. Should for any reason an employee be unsatisfactory in the opinion of the City, the Contractor, when notified in writing, shall cause that employee to be removed from the job and replaced by a satisfactory employee.

5.2.3 **CONTRACTOR'S EMPLOYEE ATTIRE**

Contractor shall require each of his/her employees to adhere to a basic standard of working attire. This standard is a clean uniform with the Contractor's company name or insignia clearly visible, proper shoes, other gear as required by State Safety Regulations and proper wearing of the clothing. Shirts shall be worn at all times, buttoned and tucked in.

5.2.4 **TYPICAL TASKS OF CONTRACTOR'S EMPLOYEES**

Contractor shall supply employees with the skills to perform various semi-skilled duties in connection with cleaning functions; removing rubbish and debris; operating a variety of hand and power tools; cleaning of public facilities, and operating light equipment.

#### 5.2.5 KNOWLEDGE AND ABILITIES OF CONTRACTOR'S EMPLOYEES

Ability to use and maintain various tools, ability to perform heavy manual labor, ability to follow verbal and written instructions is required. Three (3) years of general landscaping maintenance experience is required. This applies to any new employees that may be necessary during the period of this contract. Contractor must submit written evidence of such experience before the agreement is approved. Each employee must possess a valid California Driver's License.

#### 5.2.6 SPECIAL ACTIVITY REQUIREMENTS

The Contractor shall supply additional employees if so requested by the Superintendent of Public Works. Any additional employees will be paid at a rate equal to the wage rate and mark up as shown on the form titled "Contractor's Hourly Rate".

#### 5.2.7 LEVEL OF SUPERVISION

Contractor shall provide adequate supervision as to furnish proper inspection of workmanship and adherence to the schedule by the employees performing the work. The Field Supervisor or his/her representative shall check with the city representative weekly as to (1) schedule of work, (2) complaints (3) and adequacy of performance. Contractor shall submit such reports as the City may require ensuring compliance with scheduled work. The Supervisor shall be in the City 3 hours per day, 5 days per week while work is in progress. Contractor shall be penalized Two Hundred and Fifty Dollars (\$250) per week for failing to have a supervisor in the City at least 15 hours per week.

#### 5.2.8 APPROVAL OF SUPERVISOR

The Supervisor shall be someone other than the labor type of employee provided in this agreement. Contractor shall provide in writing to the City (before starting work under this agreement) the name of the Field Supervisor. After approval of the Field Supervisor, the Contractor may substitute another individual provided the Contractor makes a written request to the City and said request is approved. The Field Supervisor should have at least five (5) years practical experience in supervision in landscape maintenance.

#### 5.2.9 EMERGENCY TELEPHONE NUMBERS

Contractor shall provide the City throughout the duration of this agreement at least two (2) telephone numbers of qualified persons who can be called anytime that the Contractor's representative is not immediately available at the job site. An emergency 24-hour number shall also be provided. The emergency number shall be to contact a representative of the Contractor

who can take the necessary action required to alleviate an emergency condition.

## **PART 5**

### **SECTION 3**

#### **EQUIPMENT AND MATERIALS**

##### **5.3.1 EQUIPMENT**

Contractor shall furnish all equipment necessary for the satisfactory performance of the work set forth in this contract. Emergency equipment, such as chain saws, shall be readily available.

##### **5.3.2 VEHICLES**

Contractor shall display the name of his/her firm on any vehicle used by the Contractor's employees to carry supplies and equipment. The firm name shall be in letters large enough to be easily legible from a distance of fifty (50) feet. The city recommends alternate fuel vehicles. **(Vehicle and equipment storage may not be available while the city's maintenance facility is under construction, estimated at 8 months beginning in August-September 2019.)**

##### **5.3.3 EQUIPMENT MAINTENANCE**

All equipment used by the Contractor shall be kept in a neat and clean appearance and. The equipment must be kept in top mechanical condition and properly adjusted both from an operational standpoint and from a safety standpoint as in Chapter 8.44.060. Contractor shall be responsible for providing storage for his/her equipment.

##### **5.3.4 SAFETY LIGHTS**

All vehicles shall be equipped with an operational rotating amber light when parked or used on public streets.

##### **5.3.5 EQUIPMENT NOISE**

City noise level requirements shall apply to all equipment on the project or related to the project including but not limited to trucks, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be voided in favor of light warnings except those required by safety laws for the protection of the public or Contractor's personnel. Operation of equipment cannot start until after 8:00 a.m.

5.3.6 AIR POLLUTION

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the agreement and shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority. The city encourages contractor to use battery operated equipment when possible.

5.3.7 MATERIALS TO BE PROVIDED BY CONTRACTOR

Contractor at his/her own cost and expense shall furnish all necessary materials and tools, supplies of good quality and in the amounts necessary to fulfill this agreement, and to accomplish an acceptable and professional level of cleaning. These materials and supplies shall include, but not be limited to:

- A) All restroom trash barrel liners, restroom cleaners, restroom supplies, and other supplies. Park trash can liners
- B) Contractor shall secure the City's approval of each type of equipment, materials or supplies prior to its use in addition to all seed, top cover, top soil, fertilizers, tree stakes, ties and/or other field maintenance supplies. If contractor is unable to supply adequate materials, that cost will be subject to deduction from payment. A notice will be given to the contractor prior to any deductions.

**PART 5**  
**SECTION 4**  
**ITEMS OF WORK**

Maintenance of the parks and medians for the City of Hermosa Beach is organized into a list of specific work activities. Contractor shall verify all estimates. The City will not be responsible for any errors or omissions in the estimates. In addition to the items outlined below, the Contractor shall report to the City for resolution of any deficiencies, problems, or concerns regarding the work.

#### 5.4.1 TURF CARE

All turf areas shall be maintained at a mowing height of one (1) inch to one and one-half (1½) inches. Turfs shall mowed ounce a week. During heavy growth seasons or for special events, extra mowing may be required by the City, and performed by the Contractor at no additional cost to the City. Turf shall be swept, vacuumed or otherwise cleaned to maintain a neat appearance at all times. Turf clippings and debris shall be lifted the same day of each mowing, trimming or edging operation and shall be removed from the site as specified in Chapter 8.44.060. Contractor shall pay special attention so as to have the turf areas in their best appearance for the weekend.

Turf shall be over-seeded twice annually in all parks and as needed in the heavily worn areas. See Section 5.4.13. Bare areas shall be re-seeded with a topper; a nontoxic weed control shall be used to keep turf looking aesthetically pleasing after approval of City representative

Contractor shall take special care not to cause any damage to the turf or Greenbelt area with vehicles or mowing equipment. Any damage must be repaired right away.

#### 5.4.2 EDGIN AND TRIMMING

##### Turf

Turf shall be trimmed to the edge of sidewalks, curbs, mow strips, retaining walls, posts, valve boxes, controllers, light standards and any paved surface. Turf shall be kept trimmed to a sufficient distance from sprinkler heads to ensure proper sprinkler coverage and for a distance of eighteen (18) inches from all tree trunks. Contractor shall exercise care not to injure the tree trunks with mechanical equipment. Contractor shall also keep turf trimmed to a sufficient distance from all valve and quick coupler irrigation boxes.

##### Ground Covers

###### A. Definition

Ground covers are low growing plants that grow in colonies to form a solid mat over the surface of the ground. They spread by rhizomes, stolen or by roots, which form at the nodes of trailing branches that come in contact with the soil. These plants give a flat or two-dimensional effect to the landscape, such as but not limited to, archtotheca, osteopermum, trailing gazania and lantana, ivy, trachelospermum, baccharis, and varieties of ice plant.

###### B. Ground Cover Trimming

Ground cover shall be kept trimmed to the edge of sidewalks, light fixtures, driveways, mow strips, retaining walls and buildings. Ground cover shall be kept one (1) foot from fences, property lines, trees and shrubs. In no case shall ground cover be allowed to climb walls, fences, light fixtures, buildings, shrubs and/or trees unless otherwise approved by the City.

C. Turf Care/Edging Coordination

All turf cutting and turf edging will be completed in the same area on the same day. All debris clean-up shall be completed the same day.

D. Cultivation

The open soil between plants shall be regularly cultivated where the planting permits. Contractor shall pay special attention to the maintenance of the flowerbed and planter area.

E. Replanting

Replanting will be required to maintain the continuity of the ground cover area, and replacements shall be as approved by the City.

5.4.3 SHRUBS, BUSHES, AND PLANTERS

Shrubs and bushes shall be selectively pruned to a distance of one (1) foot from fences, buildings, driveways, sidewalks, trees, retaining walls and sprinkler heads. Contractor shall prune where necessary to maintain safe vehicular and pedestrian visibility as directed by the City. Contractor shall provide sufficient landscape detail to maintain an aesthetic and trimmed appearance.

Planters shall be mulched to a depth of 3" and replenished at a frequency to maintain this depth and an aesthetically pleasing appearance. This includes the Hermosa Avenue medians from 10<sup>th</sup> Street to 14<sup>th</sup> Street, Hermosa Avenue center medians from 27<sup>th</sup> Street to 35<sup>th</sup> Street, Pier Avenue Planters, City Hall planters, and Community Center planters. Mulch is to be approved by the city representative.

5.4.4 FERTILIZATION

All turf areas shall be fertilized to a **minimum of four times a year or greater as is necessary to maintain a healthy appearance and condition**. Fertilizer material tags shall be submitted to the City or a for approval before application. All plants, ground cover, shrubs, and trees shall

be fertilized and treated as necessary to maintain a healthy condition and appearance.

Fertilizers shall be mixed to a depth of 3" and replenished at a frequency to maintain an aesthetically pleasing appearance. This is for all plant and flower beddings. Palm trees on Hermosa Avenue are to be fertilized 4 times per year.

#### 5.4.5 IRRIGATION, INSPECTION, AND ADJUSTMENT

An automatic irrigation system is provided at some sites for the Contractor's use to maintain optimum soil moisture content in order to ensure healthy, vigorous growth but shall not be intended as the only means of irrigation. Manual watering shall be required at all locations where an automatic irrigation system is not provided and shall be done so as to prevent runoff to adjacent streets, sidewalks and gutters (Chapter 8.44.060).

City shall be responsible for properly coordinating the various time clocks and adjusting the various watering schedules to provide adequate water to maintain all planted areas in a thriving condition and so as not to be interfered with by an interruption of electrical power or malfunctioning of the controller or control valves for more than two consecutive days. Contractor shall be required to water by other means if necessary to prevent deterioration of the areas affected. Contractor shall perform all irrigation work so as not to interfere with the public's use of the park facility. Contractor shall limit the use of water concurrent with the weather situation and to the satisfaction of the City.

Contractor shall make minor adjustment to keep irrigation heads in proper operating condition at all times. Contractor shall adjust irrigation heads as necessary so that all water is directed away from streets, sidewalks and gutters (City of Hermosa Beach Municipal Code, Chapter 8.44.060). Contractor shall report irrigation problems where landscape has been affected by lack of water.

In the event of mandatory water rationing, the Contractor shall reduce water consumption on all landscape areas in accordance with instructions from the City.

#### 5.4.6 INFECTION, DISEASE, AND PEST CONTROL

Contractor shall provide a complete non-pesticide/herbicide solution to insect, disease and pest control as necessary or as directed by the City representative so as to keep plant materials in a healthy condition and free from insects and disease.

Control of rodents, snails, slugs, and sow bugs, by use of traps is permissible.

Contractor shall not use any poisonous materials .



Contractor shall obtain the City's approval forty-eight (48) hours prior to the use of any mechanical or any other method of control.

It is the Contractor's responsibility to notify the City of any infection or disease of any trees or landscape. The labor and material needed to complete this section is considered normal maintenance, not extra work and no charge to the City

#### 5.4.7 SOIL AERATION

All turf areas shall be aerated a minimum of two (2) times each year. This minimum aeration will be scheduled for: **February 1<sup>st</sup> to February 28<sup>th</sup>** and **August 1<sup>st</sup> to August 31<sup>st</sup>**. These dates are subject to change at the City's discretion. Aeration should be accomplished just prior to fertilizer application. The entire turf areas shall be aerated with a self-propelled machine that removes cores of soil 3/4" in diameter by four (4) to six (6) inches long, spaced no more than six (6) inches apart before aerating.

#### 5.4.8 THATCH REMOVAL

Thatch shall be removed with a vertical mower, or its approved equal, once a year coordinated with soil aeration of all turf areas as directed by the City. Care shall be taken to avoid unnecessary or excessive injury to the turf grass stand. Contractor shall sweep or rake the dislodged thatch from the turf -areas and remove from the park site as specified in Chapter 8.44.060. After the thatch is removed, turf shall be aerated, fertilized and watered. This operation shall be coordinated with Section 5.4.4 titled "Fertilization".

#### 5.4.9 WEED CONTROL

The goal of the City is: Complete removal of all weed growth shall be accomplished every week on a continuing basis, as weeds appear and not just once each week. Landscaped areas shall be weeded before any weeds reach four (4) inches in height. For the purpose of this agreement, a weed will be considered as "any undesirable or misplaced plant". Weeds shall be controlled either by hand or mechanical methods.

#### 5.4.10 TREE MAINTENANCE

Trees are divided into three categories: park trees, median trees and downtown trees. All trees are to be trimmed annually except those which are over 25' (twenty five feet) tall which are trimmed every two years. Eucalyptus trees over 25' however must be trimmed annually. An inspection alongside City staff must be made annually to determine the extent of trimming necessary for all trees.

Contractor is responsible for furnishing, supplying and performing tree staking. All trees requiring staking shall be securely staked at all times with a stake and secured to the stake with ties. Tree ties shall be inspected regularly to ensure against girdling and abrasion. Contractors are to inspect trees and notify the City of any diseased or hazardous conditions.

The City representative shall be notified and must approve any tree trimming. All trees are to be shaped trimmed and pruned to the highest arboricultural standards as directed by Contractors certified Arborist. Trees less than 25 feet to be trimmed a minimum of once a year. Any dead or damaged branches shall be removed back to a lateral branch. No stubs will be permitted. Contractor shall restrict growth through pruning to maintain safe road visibility, vehicle and pedestrian clearance, equipment accessibility, and to prevent or eliminate hazardous situations.

Contractor is responsible for trimming all trees in all City parks and medians within the life of this agreement, in a time frame that is horticulturally correct for the best growth and maintenance of the trees. **All tree trimming is to be completed between the months of October and January.** Park tree scheduled must be completed once started and cannot be delayed unless approved by Public Works Superintendent. There will be no exception for not completing tree trimming within the allowed months. Trees not trimmed will be deducted from payment. A list of all City park trees and median trees and the schedule for their trimming appears in Sections 5.4.21 and 5.4.22.

Contractor is responsible for replacing any tree damaged due to Contractor negligence. Contractor shall be responsible for removing all dead trees including stump grinding. Stump grinding must be coordinated within **5 days** of tree removal. Planting of new trees will be negotiated as extra work.

All tree branches shall be maintained to a height of thirteen (13) feet above street level for vehicle safety and sight distance, in addition to providing clearance for sidewalk areas at a minimum of 10 feet. Contractor shall comply within two(2) calendar days after the City requests said work.

All trees 25' and under are to be trimmed by the Contractor as part of the regular/annual maintenance routine for parks, medians and downtown areas.

#### 5.4.11 BALL FIELD MAINTENANCE

##### A. BASEBALL/SOFTBALL FIELD MAINTENANCE

The baseball/softball fields are to be maintained on a daily basis, Monday through Sunday during baseball season. During the off season, the baseball/softball diamond shall be maintained on an

as-needed basis as determined by the City, normally 2-3 times a week, and coordinated with the slow pitch schedule. This work shall be completed before 12:00 PM. each scheduled day.

Baseball/softball field maintenance includes watering, dragging, filling in sunken areas, and raking all sand areas for debris. For a complete set of specifications on the care and maintenance of baseball/softball diamonds see the special section titled "Care and Maintenance of Baseball and Softball Diamonds."

Special mowing is required at the south east field as not to use heavy mowing equipment that could damage turf infield.

**B. SOCCER FIELD MAINTENANCE – VALLEY PARK, CLARK STADIUM, AND SOUTH PARK**

The soccer fields shall be maintained on a daily basis throughout the soccer season of September through December. It is the Contractor's responsibility to make every effort to bring a field into acceptable condition during periods of intermittent inclement weather.

Bare areas and worn areas shall be leveled prior to seeding as part of the contract as per the direction the city's representative.

During the off season, the soccer fields shall be maintained on an as-needed basis as specified in Part 5, Section 5.4.1, Turf Care.

During the soccer season, all work on soccer fields shall be completed before 2:00 p.m. each day.

Recognizing that soccer fields are a high use facility, and that their proper care and maintenance is critical to the safety and well-being of the user-public, and as a deterrent to liability litigation, it is necessary to establish standards to insure adequate playing conditions.

All soccer fields shall be aerated twice per year. The turf shall be aerated with a self-propelled machine that removes cores of soil  $\frac{3}{4}$ " in diameter by four (4) to six (6) inches long, spaced no more than six (6) inches apart. Soil shall be moist to a depth of at least six (6) inches before aerating. Cores shall be removed from the field during or immediately after aeration.

After completion of the aeration process, Contractor is to top dress the turf area with a top dressing City has approved (Earthworks

Clay-Breaker or approved equal) with a machine specifically designed for such operations.

Contractor shall be responsible for any and all damages to sprinkler heads, piping, valve boxes, etc. during the aeration process, and shall return any damaged components to full operation upon completion of aeration activities.

Contractor's employee shall, on or before May 1<sup>st</sup> of each year, meet with City representatives to inspect each soccer field and determine the necessary heavy maintenance work to be completed prior to the opening of the soccer season.

It shall be the responsibility of the City to make arrangements with the Contractor for the heavy maintenance deemed necessary (leveling, aeration, fertilization, seed planting, etc.). The City shall direct the Contractor as to the type and application of all turf seeding, if required.

It shall be the responsibility of the Contractor to notify the City of any heavy maintenance work needed during the playing season. Contractor is responsible for all material necessary to complete this task

#### 5.4.12 LITTER CONTROL

Litter shall be picked up and removed as specified in Chapter 8.44.060 on a **daily** basis in all City parks and medians. Special care is to be taken at Valley Park, Clark Stadium, Sea View Park, Tennis Courts, Skate Track and Basketball Courts

#### 5.4.13 ANNUAL PLANTINGS/OVER-SEEDING

1. Contractor shall provide one-gallon drought tolerant plants annually for the planters at the City Hall entrance and the raised planter boxes on Hermosa Avenue between 10<sup>th</sup> and 14<sup>th</sup> Streets.
2. Contractor shall provide annual drought tolerant re-planting at the Windmill planters and the Veteran's Memorial prior to Veterans Day
3. Contractor will over-seed Christmas Tree Lot located at Community Center east turf area the first week of January, each year of the agreement.
4. Contractor will over-seed **all turf areas** twice annually if determined necessary by the city representative.

#### 5.4.14 REPLACEMENT OF DEAD PLANT MATERIAL

Contractor shall be responsible for maintaining healthy plant material. Contractor shall be responsible for replacement (equal size) of any plant

material, which through his/her act or omission dies during the length of this agreement.

5.4.15 SAND PLAY AREAS/PARK FURNITURE/DECOMPOSED GRANITE

A. Play areas covered by sand shall be kept free of weeds, litter, and debris. Sand shall be kept in a reasonably leveled condition as directed by the City to prevent the development of large holes or the exposure of equipment footings or foundations. Sand areas should be tilled and maintained in a manner so as to minimize the presence of densely compacted conditions. **Play areas to be checked daily** for broken glass and hazards, which need immediate correction. Sand shavings shall be swept from the adjoining walkways as directed by the City **daily**. Special care is to be taken in cleaning and maintaining the drinking fountains from sand-related problems and plugs.

Park benches and tables to be kept clean **daily** and any damages or graffiti shall be reported to Public Work.

B. Decomposed Granite area shall be kept neat and clean condition, free from weeds and debris. Contractor shall keep low worn areas level by filling in low areas and compacting so as to provide a smooth safe surface. The condition is to be maintained weekly. Contractor will be responsible for minor replacement of decomposed granite not to exceed 4 yards per year.

5.4.16 REDUCTION OF GREENWASTE (AB 939)

Contractor shall develop a program of applying wood chips to the Greenbelt tree areas and bare areas to eliminate the need to haul away any green-waste. Contractor will be responsible for hauling away any large trunks from tree removal that exceed 8 inches in diameter.

5.4.17 RESTROOMS, TRASH CANS AND SIDEWALKS

Duties shall include sanitizing and cleaning, clearing minor stool and urinal plugs, litter pick up, trash removal, and trash liner replacement in both the men's and women's restrooms. Cleaning shall include providing all personnel, equipment and supplies to complete the job. All work shall be completed prior to 9:00 AM each morning.

**Restrooms are to be maintained 7 days per week, including holidays.** Storage areas are located in Valley Park and may be utilized for storage of cleaning substances and materials only. Restrooms are located at **Valley Park, Clark Stadium, South Park, Sea View Park and Fort Lots of Fun Park**. See Section 4.4.5. Contractor is responsible for opening restrooms daily. Sea View Park, Fort Lots of Fun Park, South Park, and Clark Stadium are scheduled to have new restrooms completed in January

2020. Currently there are no restrooms at Sea View and Fort Lots of Fun Parks.

**Trash cans** located at Valley Park and South Park are to be maintained 7 days a week including holidays from the month of June through September (summer months). Contractor will be responsible for trash bags and picking up any surrounding trash.

**Park Sidewalks** are to be swept daily and kept free of debris. Valley Park and South Park are to be swept 7 days a week. The sidewalk area in front of City Hall is to be swept daily.

#### 5.4.18 TENNIS COURTS/BASKETBALL COURTS/SKATEBOARD PARK

Contractor shall wash down all tennis courts and the skateboard park at the Community Center on the first Tuesday of every month between the hours of 7:00 a.m. and noon. Clark tennis courts and basketball courts are to be washed down the first Wednesday of every month. Water outlets are provided at each of the tennis court areas. City will provide low flow water wands, courts may require vacuuming if water restrictions are mandated. During the winter months, the City and will decide if it is necessary to perform this duty on a case-by-case basis.

#### 5.4.19 BOWLING GREEN MAINTENANCE

Contractor will provide special care in maintaining the lawn bowling green. In particular:

1. Contractor shall provide a greens mower like or equal to a Scott-Bonner mower. (City staff must approve).
2. Contractor shall mow two times a week (Tuesday and Thursday), diagonally in both directions each day during the growing season. This can be reduced to two times a week diagonally in one direction each day during the dormant season. Mow in alternate diagonals during the dormant season.
3. Verticut once a month diagonally in both directions.
4. Fertilize six (6) times per year.
5. Aerate two (2) times per year. Complete the aeration by spreading and leveling holes and depressions with a top dressing of 30-grade sand. Contractor is to supply all materials.
6. Use approved weed removal (manual weed removal only).
7. Maintain the sandy ditch around the green.
8. Coordinate work periods with the city representative.

#### 5.4.20 MEDIANS/PARKWAYS/PLANTERS LANDSCAPE MAINTENANCE

The following locations shall be included in median maintenance:

2<sup>nd</sup> St. & The Strand: These are planter boxes that require weeding, cultivating, litter removal and replanting.  
 8<sup>th</sup> St. – PCH Barricade  
 10<sup>th</sup> St. – PCH Barricade  
 14<sup>th</sup> St. & Ocean Dr.  
 14<sup>th</sup> St. east of PCH  
 14<sup>th</sup> St & Manhattan Ave.  
 15<sup>th</sup> St. & The Strand  
 16<sup>th</sup> St. Walkstreet – Hermosa Ave. to The Strand  
 18<sup>th</sup> St. Walkstreet – Hermosa Ave. to The Strand  
 22<sup>nd</sup> St. & The Strand  
 26<sup>th</sup> St. & Hermosa Ave.  
 28<sup>th</sup> St. & Valley Dr.  
 29<sup>th</sup> St. & Valley Dr.  
 30<sup>th</sup> St. & Manhattan Ave.  
 31<sup>st</sup> St. & Manhattan Ave.  
 33<sup>rd</sup> Pl. & The Strand  
 35<sup>th</sup> St.– Hermosa Ave. to The Strand  
 35<sup>th</sup> St. – The Strand to Boundary Pl.  
 Aviation Blvd. – PCH to Harper Ave.: This area consists of tree wells and raised asphalt medians requiring litter removal, weeding and sweeping.  
 All Beach Restroom Area Planters (2<sup>nd</sup> St., 14<sup>th</sup> St., 22<sup>nd</sup> St.)  
 Hermosa Ave. – Herondo St. to 35<sup>th</sup> St.  
 Herondo St. – Valley Dr. to Hermosa Ave.  
 Longfellow Ave. – Hermosa Ave. to The Strand  
 PCH – 24<sup>th</sup> St. to Gould Ave.: This is a raised asphalt median requiring litter removal, sweeping and weeding.  
 Pier Ave. – Hermosa Ave. to Valley Dr. This area has tree grates that will also require litter removal  
 Pier Plaza – Hermosa Ave. to The Strand This area has tree grates that will also require litter removal  
 Alley between Longfellow Ave. & 30<sup>th</sup> St., PCH to the end  
 Parking Lot A – Planters  
 Parking Structure - Planters

There are a variety of different types of areas within this section that may require site-specific maintenance. Examples include:

- 2<sup>nd</sup> St. & The Strand: These are planter boxes that require weeding, cultivating, litter removal and replanting.
- PCH, 24<sup>th</sup> St. to Gould Ave: This is a raised asphalt median requiring litter removal, sweeping and weeding.
- Aviation Blvd., PCH to Harper Ave.: Pier Ave, Hermosa Ave. to Valley Dr.: This area consists of tree wells with grates and raised asphalt medians requiring litter removal, weeding, and sweeping.

#### 5.4.21 PARK TREES (OVER 25' IN HEIGHT)

Eucalyptus trees shall be trimmed, laced, sized or reduced as needed annually. An inspection alongside City staff must be made annually to determine the extent of trimming necessary for these trees.

All other park trees greater than 25' (twenty feet) shall be trimmed, laced, sized or reduced as needed per the following schedules:

<u>YEAR 1</u>	<u>2019-2020</u>	<u>YEAR 2</u>	<u>2020-2021</u>
	Community Center Complex		Grennbelt
	Valley Park		Clark Stadium
	Edith Rodaway Friendship Park		City Hall
	Sea View Parkette		Kay Etow Park
	Fort Lots-o-Fun		Ingleside Park
	Moondust Parkette		Noble Park
	Greenwood Park		South Park
	Bicentennial Park		Sand Hill Parkette
	Scout Parkette		
	Ardmore Park		
	4 <sup>th</sup> & Prospect		
	3 <sup>rd</sup> & Prospect		
	5 <sup>th</sup> & Prospect		
<u>YEAR 3</u>	<u>2021-2022</u>		
	Community Center		
	Valley Park		
	Edith Rodaway Friendship Park		
	Sea View Parkette		
	Fort Lots Of Fun Park		
	Moon Dust Park		
	Greenwood Park		
	Bicentennial Park		
	Scout Parkette		
	Ardmore Park		
	4 <sup>th</sup> and Ardmore		
	3 <sup>rd</sup> and Prospect		

#### 5.4.22

#### MEDIAN/PARKWAY TREES

Median trees shall be trimmed, laced, sized or reduced **each year** of the agreement. The Public Works Superintendent must approve all work timeframes.

14 <sup>th</sup> Street	At The Strand	6
14 <sup>th</sup> Street	At the Jarvis Memorial	2
15 <sup>th</sup> Street	A The Strand	6
16 <sup>th</sup> Street	Walk street	4
18 <sup>th</sup> Street	Walk street	5



22 <sup>nd</sup> Street	At The Strand	14
2 <sup>nd</sup> Street	At The Strand	12
Aviation Blvd.	From Harper west to PCH	60
Gould/Gould Terrace	From PCH west to Ardmore Ave.	24
Hermosa Avenue	From Herondo north to 35 <sup>th</sup> <b>excluding</b> the downtown area	135
Herondo Avenue	For Valley Drive west to Hermosa Avenue	17
Parking Structure	Hermosa Ave. & 13 <sup>th</sup> St.	4
Upper Pier Ave.	From Valley Drive west to Hermosa Ave.	All
Lower Pier Ave.	From Hermosa Ave. west to The Strand	16 palms
Hermosa Avenue	Herondo St. to 35 <sup>th</sup> St.	All

Note:

1. All palms will be trimmed to a “180°” cut and will be “skinned” as needed once per year.
2. All other trees will be trimmed, laced, sized and shaped once per year.
3. All quantities are approximate.
4. City representative

#### 5.4.23 TREE REMOVAL

The Contractor shall remove all dead plant material, shrubs, bushes and trees as directed. This activity shall be part of the contract price and not considered extra work. The City may require a Certified Arborist report before removing dead trees to be provided by the Contractor.

#### 5.4.24 GREENBELT MAINTENANCE

- A. The ice plant along the curbside around the trees and walk paths must be trimmed and maintained within a frequency to present a manicured aesthetic appearance. Curbside areas to be trimmed are not to exceed 18 inches from the curb.
- B. All tree branches must be trimmed that may be blocking any of the pathways; dead plants must be removed and replaced in a timely manner.
- C. The center walk path must have a minimum depth of three (3) inches of wood chips.
- D. Wood chips must be clear of debris, stems, and or branches that may present a difficulty to walking or jogging. Chips shall not exceed a maximum of three inches in length.
- E. Wood chips are to be replenished throughout the entire Greenbelt pathway annually. The estimate is 800 cubic yards. City representative will coordinate and approve the same type of dried wood chips that is currently on the Greenbelt pathway.
- F. Mulch or wood chips must be maintained around the base of all trees.
- G. Some areas may require manual weed removal; attention must be given to identifying weeds vs. small plants.

- H. Contractor shall be sensitive to the aesthetic nature of the Greenbelt in particular at the street intersection areas and shall provide sufficient detail efforts to produce an enhanced appearance. (This may require the removal and replacement of outdated/overgrown and/or unsightly landscaping.)

Note: This activity shall be part of the contract price and not considered extra work.

## **PART 5**

### **SECTION 5**

#### **SPECIAL PROVISIONS**

#### **CARE AND MAINTENANCE OF BASEBALL AND SOFTBALL DIAMONDS**

##### **5.5.1      INTRODUCTION**

Recognizing that the baseball/softball diamonds are high-use facilities and that the proper care and maintenance of these is critical to the safety and well-being of the user-public as well as a deterrent to liability litigation, it is necessary to establish standards to insure adequate playing conditions.

##### **5.5.2      GENERAL**

The responsibility for the condition and maintenance of baseball/softball diamonds shall be as follows:

- A. Contractor's employee shall be responsible for the areas in which the diamonds are located and shall be charged with the overall responsibility for the condition and maintenance of the diamonds. This individual shall, on a daily basis, observe the conditions of the diamonds and take those measures necessary to insure the suitability of the diamonds for play. Definition: Suitability for play - A diamond shall be deemed suitable for play when it is smooth, free of debris, ruts, berms and low spots or any unnamed condition deemed hazardous.
- B. Contractor's employee shall meet with the City to inspect each City ball diamond and determine necessary heavy maintenance work to be completed on or before December 1<sup>st</sup> each year prior to the opening of baseball/softball season. Beginning with the field and turf maintenance the first week of December is mandatory.
- C. It shall be the responsibility of the Contractor to notify the City of any heavy maintenance work needed during the playing season.

- D. Contractor shall be responsible for the installation of base stakes, pitcher and home plates. Contractor personnel shall be responsible for the burning of foul lines in advance of the playing season.
- E. Contractor shall be responsible for supplying all the additional "Ball Field Mix" (infield dirt) to complete the initial heavy maintenance. This work is to be performed as needed at the proposal cost for supplying an estimated 30 cubic yards of ballfield material.

#### 5.5.4

#### PREPARATION OF BALL DIAMOND AS DONE BY CONTRACTOR PERSONNEL DURING THE REGULAR SEASON FEBRUARY 1<sup>ST</sup> – JULY 31<sup>ST</sup>.

- A. Preparation of three diamonds shall be done by the Contractor. During the baseball season, diamonds must be cared for daily to provide a continuing high standard of condition. Such preparation is described, sequentially, below.

- B. Preliminary Watering

Home plate and pitcher's mound will receive the heaviest watering as these areas get most use during actual playing time. Slightly less water will be applied to 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> base areas.

- C. Leveling

Using a garden rake with a two-foot metal strip welded to the back, the soil in the batter's box and pitcher's mound should be loosened, raked, shaped, leveled and tamped down firmly.

If present, the dimple at the pitcher's mound shall be maintained at a graduated elevation to 12" above the playing surface with a circumference of eight feet (8').

Soil, which has been worked away around each base, must be replaced in the proper area and tamped down firmly.

#### 5.5.5

#### WATERING

- A. The diamond shall be watered thoroughly with the proper amount of water to provide a suitable condition for dragging. As a rule, the appearance of small water bubbles should indicate sufficient watering.
- B. In all watering of the diamonds, the correct procedure is to water away from yourself with the hose to the rear. Do not walk on the watered areas.

#### 5.5.6

#### DRAGGING

A. Ball diamond infields require moisture penetration to prevent a hard, dry condition from developing. It is therefore important that daily dragging be completed to break the crust.

The drag used for this purpose should be a minimum 3' X 4' and have 2/3" protruding spikes.

B. Upon completion of the crust-breaking drag, a smoothing drag shall be undertaken. The drag is similar to a metal foot scraper, constructed of heavy interwoven metal shaped. The size of the drag is 4' X 6'.

C. In all dragging, the correct procedure is to begin in the area of the pitcher's mound, and drag in overlapping, concentric circles until the entire skinned area is covered. Care should be exercised to prevent build-up of brick dust under the inner edge of the outfield grass causing a raised berm.

#### 5.5.7

#### PERIODIC SPECIAL MAINTENANCE

The daily dragging of the ball diamond is satisfactory within certain limits. However, after a period of continued maintenance of this type, it becomes necessary to take measures to ensure an even playing surface.

A. A "drag", 5' wide and 8' long, is used for this operation.

B. The "drag", towed by a pick-up truck or power equipment, is used to cut down high spots, dragging the excess to low areas.

C. The "drag" includes an adjustable metal cutting blade approximately 5-1/2" wide that can be raised or lowered or set at different angles.

D. This operation will be requested through the City to the Contractor's supervisor responsible for the area.

#### 5.5.8

#### INCLEMENT WEATHER FIELD MAINTENANCE

During the baseball season, both the preparation months of December, January and February and the playing season of March through July, the Contractor must assist in the removal of water from the infields in order to accelerate the drying out process. This could include pumping from the low spots.





# City of Hermosa Beach

## Parks



