

PART 3

SECTION 8

AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

This Agreement for Landscape Maintenance ("Agreement") is made on this 28 day of May 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 _Merchants Landscape Service Inc. (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 the 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:

Merchants Landscaping Inc.

Attention: Patrick Healy

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 28 day of May, 2019

CONTRACTOR: Merchants Landscaping Service Inc.

Mark Brower, President

CITY OF HERMOSA BEACH:

Department Director

Suja Lowenthal, City Manager

ATTEST:

City Clerk

APPROVED:

Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
SCOPE OF SERVICES

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 once 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 toppler; 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, stolons 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 10th Street to 14th Street, Hermosa Avenue center medians from 27th Street to 35th 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 1st to February 28th** and **August 1st to August 31st**. 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. Contractor may be requested to trim trees within the tree inventory as needed

that are not in the biannual schedule, this trimming will at no extra cost to the City.

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 1st 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 10th and 14th 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 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:

2nd St. & The Strand: These are planter boxes that require weeding, cultivating, litter removal and replanting.

8th St. – PCH Barricade

10th St. – PCH Barricade

14th St. & Ocean Dr.

14th St. east of PCH

14th St & Manhattan Ave.

15th St. & The Strand

16th St. Walkstreet – Hermosa Ave. to The Strand

18th St. Walkstreet – Hermosa Ave. to The Strand

22nd St. & The Strand

26th St. & Hermosa Ave.

28th St. & Valley Dr.

29th St. & Valley Dr.

30th St. & Manhattan Ave.

31st St. & Manhattan Ave.

33rd Pl. & The Strand

35th St.– Hermosa Ave. to The Strand

35th 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 (2nd St., 14th St., 22nd St.)

Hermosa Ave. – Herondo St. to 35th St.

Herondo St. – Valley Dr. to Hermosa Ave.

Longfellow Ave. – Hermosa Ave. to The Strand

PCH – 24th 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. & 30th 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:

- 2nd St. & The Strand: These are planter boxes that require weeding, cultivating, litter removal and replanting.
- PCH, 24th 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 th & Prospect			

3rd & Prospect
5th & Prospect

YEAR 3 2021-2022

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
4th and Ardmore
3rd 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 th Street	At The Strand	6
14 th Street	At the Jarvis Memorial	2
15 th Street	A The Strand	6
16 th Street	Walk street	4
18 th Street	Walk street	5
22 nd Street	At The Strand	14
2 nd 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 th excluding the downtown area	135
Herondo Avenue	For Valley Drive west to Hermosa Avenue	17
Parking Structure	Hermosa Ave. & 13 th 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 th 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. 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 1st 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 1ST – JULY 31ST.

- 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 1st, 2nd and 3rd 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.