



FINANCE COMMITTEE AGENDA

**Tuesday, November 24, 2020
8:30 AM**

Via Zoom Teleconference

Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

MEMBERS: Mayor Marty Simonoff and Council Member Cecilia Hupp
ALTERNATE: Council Member Christine Marick

This meeting is being conducted consistent with Governor Newsom's Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. The Finance Committee Meeting will be held on November 24, 2020 at 8:30 AM via Zoom and the public is welcome to participate. To provide comments by teleconference (Zoom), members of the public must contact City Staff at (714) 990-7676 or arlenem@cityofbrea.net no later than 12:00 PM on Monday, November 23, 2020 to obtain the Zoom Meeting ID number and password. Participants will be muted until recognized at the appropriate time by the Committee. Written comments may be sent to the Administrative Services Department at arlenem@cityofbrea.net no later than 12:00 PM on Monday, November 23, 2020. Any comments received via email will be summarized aloud into the record at the meeting. To provide comments in person, the Executive Conference Room will be open to a limited number of members of the public in observance of social distancing guidelines. Masks are required.

The Finance Committee agenda packet can be viewed on the City of Brea website at: <https://www.ci.brea.ca.us/509/Meeting-Agendas-Minutes>. Hard copies of the agenda packet are available via USPS with proper notice by calling (714) 990-7676. Materials related to an item on this agenda submitted to the Finance Committee after distribution of the agenda packet are available for public inspection in the third floor lobby of the Civic & Cultural Center at 1 Civic Center Circle, Brea, CA 92821 during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

CALL TO ORDER / ROLL CALL

1. **Matters from the Audience**

CONSENT

2. **November 10, 2020 Finance Committee Regular Meeting Minutes** - Approve.

DISCUSSION

3. **Receive Proposals and Award Multiple Contracts for Landscape Maintenance Services at Various Locations in the City of Brea** - Receive proposals; Award Landscape Maintenance Agreements; and Authorize City Manager to approve contract extensions.
4. **Orange County Transportation Authority Annual Measure M2 Expenditure Report** - Adopt resolution.

NOTE: This agenda is subject to amendments up to 72 hours prior to the meeting date.

5. **Annual Development Impact Fee Report for Fiscal Year Ending June 30, 2020** - Receive and file.
6. **Schedule Next Meeting:** December 8, 2020

cc: Mayor Pro Tem Steven Vargas
Council Member Glenn Parker

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 990-7757. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 11/24/2020

SUBJECT: November 10, 2020 Finance Committee Regular Meeting Minutes

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Attachments

11-10-2020 Draft Minutes



DRAFT FINANCE COMMITTEE MINUTES

Tuesday, November 10, 2020

8:30 AM

Executive Conference Room, Level Three
and Via Zoom Meeting

Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

CALL TO ORDER / ROLL CALL

ATTENDEES: Mayor Marty Simonoff, Council Member Cecilia Hupp, Chris Emeterio, Cindy Russell, Tony Olmos, Bill Bowlus, Rudy Correa, Carrie Hernandez, Michael Ho, Gabe Linares, Faith Madrazo, Mario Maldonado, Jose Barriga, Alicia Brenner, Jenn Colacion, Marie Dao, Carrie Hosozawa, Cecilia Madrigal and Linda Tang

1. **Matters from the Audience - None**

CONSENT

2. **October 13, 2020 Finance Committee Regular Meeting Minutes – Approved.**

DISCUSSION

3. **Five-Year Renewal Agreement for Accela Land Use Management Permitting Software - Recommended for City Council approval.**
4. **Award Contract to Orkin for Pest Control Services at Various City Facilities – The Committee discussed item and recommended the staff report and agreement clarify that any contract price adjustments to be considered by City Council will be based upon the most recent 12-months ending on December 31st prior to the July 1st rate adjustment. Recommended for City Council approval.**
5. **Tiller Reserve Unit Repairs - Recommended for City Council approval.**
6. **Amendment No. 3 to Professional Services Agreement with Parson Transportation Group, Inc. for Construction Support Services for the SR-57 & Lambert Road Interchange Improvements, CIP 7251 - Recommended for City Council approval.**
7. **Lambert Road and Puente Street Intersection Improvement Project, CIP 7276 - Recommended for City Council approval.**
8. **Budget Adjustments to the City Operating and Capital Improvement Program Budgets for Fiscal Year 2020-21 – Recommended for City Council approval.**
9. **Schedule Next Meeting: November 24, 2020**

Meeting adjourned: 8:36 AM

cc: Mayor Pro Tem Steven Vargas
Council Member Glenn Parker

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 11/24/2020

SUBJECT: Receive Proposals and Award Multiple Contracts for Landscape Maintenance Services at Various Locations in the City of Brea

RECOMMENDATION

1. Receive proposals;
2. Award Landscape Maintenance Agreements to:
 - A.) S. C. Yamamoto for Mowing at City Parks in the amount of \$68,040
 - B.) Mariposa Landscapes Inc. for Landscape Maintenance at City Facilities and Tracks in the amount of \$92,196
 - C.) S. C. Yamamoto for Landscape Maintenance at City Medians, Parkways and Greenbelts in the amount of \$139,560
 - D.) Tropical Plaza Nursery, Inc. for Landscape Maintenance at City Reservoir Sites in the amount of \$18,996
 - E.) Tropical Plaza Nursery, Inc. for Landscape Maintenance at the Gateway Center in the amount of \$16,440
 - F.) S. C. Yamamoto for Landscape Maintenance in Maintenance District 1 (MD 1) in the amount of \$12,480
 - G.) S. C. Yamamoto for Landscape Maintenance in MD 3 in the amount of \$21,120
 - H.) Tropical Plaza Nursery, Inc. for Landscape Maintenance in MD 5 in the amount of \$31,164
 - I.) S. C. Yamamoto for Landscape Maintenance in MD 6 in the amount of \$60,000
 - J.) S. C. Yamamoto for Landscape Maintenance in MD 7 in the amount of \$10,080; and
3. Authorize City Manager to approve contract extensions.

BACKGROUND/DISCUSSION

One of City Council's top priorities for Fiscal Year 2020-21 is to continue regional partnerships with other agencies. In furtherance of this top priority, staff identified the issuance of a joint Request for Proposals (RFP) for landscape maintenance services at parks and City facilities as a potential opportunity. As a result, staff reached out to other North Orange County cities to solicit interest in issuing a joint RFP. The City of La Habra was the only other city that expressed interest.

On July 13, 2020, staff posted a joint City RFP on CIPLIST.com for landscape maintenance services that included mowing, irrigation work, ball field maintenance, playground maintenance and other landscape maintenance activities. Of the 33 companies that downloaded the RFP, eight proposals were received, seven of which were qualified

proposers. Staff from Brea and La Habra interviewed all seven companies to determine their ability to perform the work required at competitive rates. After evaluating items such as appearance of equipment, company's uniform policy, references, quality of work in the field, proposal quality and interview results, staff ranked the companies as follows:

1. S. C. Yamamoto, Inc.
2. Nieves Landscape, Inc.
3. Mariposa Landscapes, Inc.
4. Complete Landscape Care, Inc.
5. Tropical Plaza Nursery, Inc.
6. Priority Landscape Services, LLC.
7. Merchants Landscape Services, Inc.

During the negotiation phase of the process done via Zoom, Merchants Landscape Services, Inc. and Nieves Landscape, Inc. withdrew their proposals as they had proposed on the entire scope of work and failed to propose on the individual fee schedules as instructed in the RFP. Complete Landscape Care, Inc. also withdrew their proposal for insurance reasons. From the remaining list of qualified proposers, the City of Brea selected S.C. Yamamoto for six out of the ten areas of work, selected Tropical Plaza Nursery, Inc. for three areas, and Mariposa Landscapes, Inc. for one area. La Habra decided not to award contracts at this time, and is going to take the information from RFP under advisement for possible award of contracts in the near future.

S. C. Yamamoto embraced the spirit of the RFP for the volume of work and offered pricing 10.5% lower than their next lowest proposer. They are also currently doing park maintenance work for the City of La Habra and La Habra has been satisfied with their work. Tropical Plaza Nursery, Inc. has been Brea's primary landscaping contractor for many years, and their pricing had incremental increases to accommodate minimum wage increases. Annual pricing for Brea contracts is as follows:

Agreement/Contractor	New Contract Price	Current Contract Price	Difference
Parks Mowing - SC Yamamoto	\$68,040	\$75,833	(\$7,793)
Landscape Maintenance at City Facilities/Trails - Mariposa Landscapes, Inc.	\$92,196	-	-
Landscape Maintenance at Medians/Entry Markers and Greenbelts - SC Yamamoto (Currently combined with City Facilities/Trails shown in savings)	\$139,560	\$299,399	(\$67,643)
Landscape Maintenance at City Reservoir Sites - Tropical Plaza Nursery, Inc.	\$18,996	\$17,063	\$1,933
Landscape Maintenance at the Gateway Center - Tropical Plaza Nursery, Inc.	\$16,440	\$15,187	\$1,253
Landscape Maintenance in Maintenance District 1 - S. C. Yamamoto, Inc.	\$12,480	\$14,712	(\$2,232)
Landscape Maintenance in Maintenance District 3 - S. C. Yamamoto, Inc.	\$21,120	\$24,961	(\$3,841)

Landscape Maintenance in Maintenance District 5 - Tropical Plaza Nursery, Inc.	\$31,164	\$29,971	\$1,193
Landscape Maintenance in Maintenance District 6 - S. C. Yamamoto, Inc.	\$60,000	\$66,009	(\$6,009)
Landscape Maintenance in Maintenance District 7 - S. C. Yamamoto, Inc.	\$10,080	\$13,207	(\$3,127)
Total:	\$470,076	\$556,342	(\$86,266)

As shown above, the City of Brea is looking to save approximately \$86,266 per year by executing the recommended contracts. Savings to the General Fund is \$75,436. Contracts that indicate increases have sufficient funding available. The initial term is four and one-half years with three possible one-year extensions at the sole discretion of the City. Any potential future CPI increases would be reviewed and approved by the Finance Committee.

Based on a thorough review of the proposals submitted and the interview ranking and references, it is recommended contracts be awarded to S. C. Yamamoto, Inc., Mariposa Landscapes, Inc. and Tropical Plaza Nursery, Inc.

SUMMARY/FISCAL IMPACT

One of City Council's top priorities is to continue regional partnerships with other agencies. Staff issued a joint RFP with the City of La Habra in July of this year. The two cities interviewed the seven proposers and based on the interviews, proposals and references, staff is recommending contracts be awarded to S. C. Yamamoto, Inc., Mariposa Landscapes, Inc. and Tropical Plaza Nursery, Inc. Funding is available in the following Funds for the per year cost:

110-51-5141-4269:	\$68,040
110-51-5143-4269, 110-51-5148-4269, 361-51-5148-4269:	\$92,196
110-51-5143-4269:	\$139,560
420-51-5131-4249:	\$18,996
880-51-5113-4266:	\$16,440
341-51-5112-4266:	\$12,480
343-51-5112-4266:	\$21,120
345-51-5112-4266:	\$31,164
346-51-5112-4266:	\$60,000
347-51-5112-4266:	\$10,080

The current contracts in place for mowing at City parks, landscape maintenance at City facilities, medians, greenbelts, The Tracks, the Gateway Center, City reservoir sites and landscape maintenance in Maintenance Districts 1, 3, 5, 6 and 7 were all extended to allow staff time to complete the RFP process.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager
Prepared by: Bill Bowlus, Public Works Superintendent
Concurrence: Tony Olmos, P.E., Director of Public Works

Attachments

Agreement for Parks Mowing
Agreement for Medians Greenbelts Entry Markers
Agreement for City Reservoirs
Agreement for Gateway Center
Agreement for LLMD 1
Agreement for LLMD 3
Agreement for LLMD 5
Agreement for LLMD 6
Agreement for LLMD 7
Agreement for City Facilities Trails
Approved Insurance Tropical Plaza
Approved Insurance SC Yamamoto
Approved Insurance Mariposa

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is dated [December 1, 2020] for reference purposes and is executed by the City of Brea ("City"), a California municipal corporation, and [S.C. Yamamoto, Inc.] ("Contractor"), a [California] [Corporation]. Contractor's CSLB license number is [699477]. Contractor's DIR registration number is [1000015332].

RECITALS

A. The City desires to retain Contractor as an independent contractor to provide landscape maintenance services at the following City facility: [Mowing at City Parks].

B. Contractor represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. "Contract Administrator": Public Works Superintendent Bill Bowlus or a duly authorized designee.

B. "Contract Amount": [\$Sixty-Eight Thousand, and Forty Dollars (\$68,040.00) per year].

C. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.

D. "Indemnitees": the City and its officers, employees, agents, and volunteers.

E. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.

F. "Labor Code Requirements": the Labor Code requirements set forth in the attached Exhibit D.

G. "Liabilities": actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.

H. "Services": the tasks set forth in the attached Exhibit A.

2. Services.

A. General Requirements. Contractor shall perform the Services in a timely, regular basis in accordance with applicable laws. Time is of the essence in the performance of this Agreement.

B. Labor Code Requirements. Contractor acknowledges that the Services are a "public work" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.). Contractor shall comply with the Labor Code Requirements.

C. Performance Standard. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City. Contractor shall consult the Contract Administrator for any decisions that must be made by the City.

D. Customer Care. While fulfilling the terms of this Agreement, Contractor is performing as a representative of City and shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to the Contract Administrator.

E. Cooperation. In the event any claim is brought against the City relating to Contractor's performance of the Services, Contractor shall provide any reasonable assistance and cooperation that the City might require.

3. Term.

A. Base Term. The base term of this Agreement shall be for four and one-half years, commencing on January 1, 2021 and expiring on June 30, 2025, unless extended or earlier terminated as provided herein.

B. Extension Options. The City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The one-year extension options may be exercised sequentially or concurrently. To exercise an extension option, the City shall give written notice to Contractor at least 30 days prior to the then-scheduled expiration date.

C. City Manager Authority. The City Manager may exercise extension options without prior City Council approval if both of the following conditions are satisfied: (i) the compensation to be paid Contractor for the applicable extension period has been approved and is included in a City Council-approved budget; and (ii) Contractor is not in breach of this Agreement.

D. Termination. If either party breaches this Agreement and fails to cure such breach within seven days of written notice, then the non-breaching party may immediately terminate this Agreement for cause. Additionally, the City may terminate this Agreement for convenience upon 60 days prior written notice to Contractor.

4. Compensation.

A. Full Satisfaction. The City shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Contractor under this Agreement exceed the Contract Amount.

B. Invoices. Contractor shall submit monthly invoices to the City for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 30 days of receipt of each invoice, the City shall pay all undisputed amounts on the invoice. City shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.

C. CPI Adjustment: Subject to paragraph D below, starting July 1, 2022, and on an annual basis thereafter, the Fee Schedule shall be adjusted using the Consumer Price index for all Urban Consumers for the Los Angeles, Riverside, Anaheim Metropolitan Area (CPI-U) for the most recent twelve (12) months ending on December 31st prior to the July 1 rate adjustment based on data available from the United States Bureau of Labor Statistics.

D. Council Approval Requirement. The Fee Schedule shall not be revised during the term of this Agreement (including any extension periods) without prior approval by the City Council.

5. Independent Contractor Status. Contractor is, and shall at all times remain as to the City, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or to act otherwise on behalf of the City as an agent. Neither the City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.

6. PERS Compliance. Contractor acknowledges that the City is a local agency member of California's Public Employees' Retirement System ("PERS"), and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to the City to perform the Services, Contractor shall assure compliance with the Public Employees' Retirement Law (Government Code § 20000 et seq.) and the Public Employees' Pension Reform Act of 2013 (Government Code 7522 et seq.). Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause the City to be in violation of the applicable retirement laws and regulations.

7. Indemnification.

A. **Requirement.** Contractor shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Contractor or its subcontractors in connection with this Agreement.

B. **Scope.** Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the City. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by consensus of the parties.

C. **Survival.** Contractor's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

8. Insurance. Without limiting Contractor's defense, hold harmless, and indemnification obligations under this Agreement, Contractor shall maintain policies of insurance as specified in the Insurance Requirements.

9. Accounting Records. During the term of this Agreement and for a period of three years after termination or expiration, Contractor shall maintain all accounting and financial records related to this Agreement in accordance with generally accepted accounting practices, and shall keep and make records available for inspection and audit by City representatives upon reasonable written notice.

10. Suspension. The Contract Administrator may suspend all or any part of the Services for the City's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Contractor.

11. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City
City of Brea
545 N. Berry St.
Brea, CA 92821
Attn: Bill Bowlus
E-mail: BillB@ci.brea.ca.us

Contractor
S. C. Yamamoto
2031 Emery Avenue
La Habra, California 90631
Attn: Shinsuke C. Yamamoto, President
E-mail: scyamamoto@scyamamoto.com

12. Assignability. Contractor shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the City Manager's

prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Contractor from utilizing subcontractors identified in Contractor's proposal for the Services. Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

13. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Orange County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

14. Exhibits. The attached Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

15. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

16. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their duly authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of Government Code Section 16.5.

S.C. Yamamoto, Inc.



☐ Chairperson ☒ President
☐ Vice President



☒ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if contractor is a limited liability company]

Manager

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Marty Simonoff, Mayor

Attest:

Lillian Harris-Neal, City Clerk

EXHIBIT A
Scope of Services

(attached)

SECTION VII
JOINT GENERAL SPECIFICATIONS

SECTION V – JOINT GENERAL SPECIFICATIONS

I. DESCRIPTION OF PROJECTS

The purpose of this RFP is to contract with a contractor(s) to perform mowing, edging, landscape and irrigation maintenance tasks at various sites in the City of Brea and the City of La Habra.

The mowing and edging will be completed based on frequencies in the GENERAL SPECIFICATIONS and SPECIFIC BID SPECIFICATIONS for the respective areas. The landscape maintenance will consist of mowing, edging, weeding, fertilizing, pest control and only specific bids have irrigation system maintenance and repair. Irrigation water consumption will be closely monitored. Money will be deducted from invoices for excessive water usage. A large majority of the work will be maintaining the condition of shrubs and ground cover on slopes, medians, and at City facilities. A small amount of tree pruning will be required to clear property lines, separate plant material, maintain safe passage on sidewalks, etc. The Contractor will be responsible to maintain plant material clearance around fences, building, valve boxes, and other obstacles.

All sites in the City of Brea and City of La Habra, must be visited weekly for weeds, trash, dead plants, debris and blowing.

*****City of Brea and City of La Habra water restrictions will govern all irrigation schedules.***

1. SCOPE OF WORK

The work to be done consists of furnishing all materials, implements, machinery, equipment, tools, supplies, transportation, incidentals and labor necessary to the prosecution and completion of the work as required by all specifications, and as directed by the Director of Public Works or a designee.

2. LICENSE AND PERMITS

The Contractor shall have and maintain a **valid C-27 Contractor's license**. All applications of pesticides shall be done in compliance with governmental requirements. Applications of such materials shall be done by personnel licensed by the State of California, Department of Pesticide Regulation. Contractor will obtain any permits required by local governmental agency for the use of special chemicals. For work in the City of Brea, the Contractor and any subcontractor will also be required to secure and maintain a valid **City of Brea Business License**. The Contractor also will be required to obtain an Encroachment permit for work on Valencia and Imperial Highway from Caltrans

paid for on a separate invoice by the City of Brea. For work in the City of La Habra, the Contractor will be required to secure and maintain a valid **City of La Habra Business License**. The Contractor will also be required to obtain an Encroachment permit from Caltrans for work on Beach Boulevard, Imperial Highway (from Beach to Harbor), and Whittier Boulevard and will be paid for on a separate invoice by the City of La Habra.

3. DRESS CODE AND APPEARANCE

The Contractor shall be required to provide uniforms for personnel assigned to the project. Sufficient changes shall be provided to present a neat and clean appearance of the personnel at all times. Contractor personnel shall wear uniforms with Company name and Employee name at all times. Contractor to provide Personal Protective Equipment (PPE) as required.

4. EXTRA WORK

In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:

Contractor must use separate crews to provide all extra work; may not use regular maintenance crews. Regular maintenance work shall be completed in conjunction with extra work and cannot be postponed to complete extra work. Failure to comply with this requirement shall result in a deficiency deduction.

When required by City Representative or Landscape Inspector, an estimate of cost will be submitted for approval prior to work being done.

- a) Work will be executed under the direction of the City on a time-and-materials basis or an agreed lump sum price depending on the nature of the work.
- b) Extra work will not be initiated without written authorization, except in emergency call-out situations.
- c) Extra work may include, but not be limited to, the following:
 1. Replacement of plant materials due to failures beyond the Contractor's control.
 2. Additional treatment required for planting or soil as not set forth specifically in this Specification.
 3. Repairs or replacement of irrigation system.
 4. Remedial landscaping.
 5. Repairs or replacements due to vandalism or Acts of God.

- d) Labor costs shall be based on the prevailing wage scale for each type of workman. Employee payments for payroll taxes and insurance, health and welfare, pension, vacation, and other direct labor costs to be included.
- e) Material cost shall be the actual cost of materials purchased by the Contractor and used for the extra work, including sales taxes, freight, and delivery charges.
- f) Submittals for Extra-Work Authorization shall include the following and be provided to the City within three (3) business days:
 - 1. Complete price for all labor and materials, itemized.
 - 2. Proposed schedule and completion date.

5. PROJECT INSPECTIONS

Weekly, the Contractor's direct field crew supervisor and next higher representative if deemed will walk the project with the City representative for the purpose of determining compliance with the Specifications or to discuss required work. Contractor representative must be authorized to sign documents and effect changes to the job.

6. VEHICLES

Contractor vehicles must be parked to allow normal and vehicular traffic; comply with OSHA, CAL-OSHA, and W.A.T.C.H. regulations. Vehicles shall display the company name and equipment shall be in good repair and not be older than 10 years.

7. SAFETY

Contractor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (CalOSHA), Federal Occupational and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable governmental law or City risk management standards. Traffic control will be per the "WATCH" book. The contractor will ensure the safety of all park users when working.

8. REPORTS AND SCHEDULES

The Contractor, as part of this agreement, will submit reports and schedules as requested. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments or termination of contract. Such reports must be detailed and thorough and may include but not be limited to the following:

- a) Suggestions for improving problem areas, as needed, or as requested by City.

- b) Reports of work planned. Due weekly at meeting with City.
- c) Cost information to perform extra work for upgrading specific areas, as needed or as requested by City, pricing due in three (3) business days.
- d) Weekly Maintenance Schedule(s). Contractor shall provide a weekly maintenance schedule to the City.
- e) Seasonal Irrigation Schedule. Due at last weekly meeting of the month.
- f) Pesticide Use Reports. Due at last weekly meeting of the month.
- g) Accident Reports. Due within twenty-four (24) hours of accident.
- h) Incident Reports. Due within twenty-four (24) hours of incident.
- i) Hazard Reports. Due within twenty-four (24) hours of identification/discovery.
- j) Irrigation test reports. Due at last meeting of the month depending on type of site.
- k) Fertilize use reports. Due monthly at last weekly meeting of the month.

9. PROTECTION OF PROPERTY DURING INCLEMENT WEATHER

- a) The Contractor shall adjust work schedule to compensate for all holidays and inclement weather. During periods of storms, the Contractor will provide supervisory inspection of the project during regular hours to prevent or minimize possible damage from inclement weather (this includes having a representative in the City during rain events to inspect and clean areas that may have drainage issues or problem with vee-ditches). The Contractor shall submit a report identifying any storm damage to the City's representative attached to a site map identifying location of damage and cost estimate to repair/replace. If remedial work is required beyond the scope of this contract, it shall be paid for as extra work.
- b) Contractor's responsibility for removing branches and leaves downed by high winds or other typical or non-typical environment condition is as follows:
 - 1. Contractor must remove, at no additional cost, all debris on contracted property regardless of disposition of affected tree, shrub, or any other landscape related item, within 48 hours of notification or self-discovery.
 - 2. Leaves or other landscape which accumulates in street gutters adjacent to Contractor's area of work, shall be removed by Contractor at no additional charge to City.
 - 3. Debris inhibiting proper flow of water in V-ditches and other structures shall be removed weekly to prevent flooding or damage to property

4. Damage caused by or increased cost incurred by the City as a result of Contractor not maintaining site in satisfactory condition prior to inclement weather, will be charged to the Contractor.

10. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

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

If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any hazardous conditions and underground systems, i.e., utility lines. Contractor shall instill reasonable precaution when working in these areas. Any damage or problems shall be corrected or repaired at Contractor's expense and reported immediately to the City.

11. CITY LIAISON

The City and the Contractor's will meet on a weekly basis with each City's representative. The purpose of this meeting will be to discuss specific project problems. More frequent contact may be required between the City Landscape Inspector and the Contractor's representative separately from these meetings. The Contractor's representative or direct crew supervisor is expected to be available by phone to address any daily needs.

12. SPECIAL REQUESTS

The Contractor may be requested by the City to perform special tasks which are above his normal scheduled work. It is intended that Special Requests be considered an extra work item unless the City determines that the Special Request is a direct result of neglect on the part of the Contractor.

13. SUPERVISION AND SPECIAL SKILLS

The Contractor shall assign a supervisor working regular working hours for the duration of this Contract. The Contractor shall have a minimum of five (5) years' experience in landscape maintenance supervision. The Contractor shall have expertise and experience in turf management, entomology, pest control, soils, fertilizers, plant identification, and irrigation system maintenance. The crew supervisor shall be capable of communicating effectively both in written and spoken English.

Each Contractor's working crews shall also have a responsible lead man who may represent Contractor to discuss the work in English with the Director of Public Works, or their designated representative, within twenty-four (24) hours of notification from the Director of Public Works, or his designated representative.

14. PESTICIDES

- a) General: All materials shall be in strict accordance and applied within the EPA regulations and the California Department of Pesticide Regulation. Current pesticide use recommendations made by a licensed Pest Control Advisor must be provided to the City prior to the application of any pesticide on City maintained areas.
- b) The application of pesticides and other chemicals shall be recorded on the Pesticide Use Form and coordinated with City Landscape Inspector.

15. CONTRACTOR NEGLECT

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

16. SCHEDULING OF OPERATIONS

The Contractor shall perform his work at such times as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. Examples of this would be early morning mowing or irrigation checks, etc. The Contractor shall submit a Maintenance Schedule describing maintenance operations and when work and applications of chemicals/fertilizers will be accomplished. Schedule shall be submitted weekly. Annual schedule of work force and maintenance tasks shall be submitted to City July 1, of every year of the contract, prior to starting any maintenance operations. All forms and schedules shall be of a format supplied by, or approved by, City. In addition, if there is a permanent change to the work force size at any time during the year the City shall be notified immediately.

17. SOUND CONTROL REQUIREMENTS

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

18. ADDITIONS/DELETIONS TO CITY LANDSCAPE AREAS

Changes in the areas to be maintained may be made as the City accepts new areas and/or relinquishes currently maintained areas. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change. Costs to add or delete landscape maintenance areas shall be made on a per square foot cost for planter maintenance or turf mowed per bid pricing or similarly sized landscape area. The City reserves the right to delete any site from the contract with thirty (30) days written notice.

19. ADDITIONS/DELETIONS TO GENERAL MAINTENANCE SPECIFICATIONS

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

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

20. LIQUIDATED DAMAGES; NONPERFORMANCE

- a) Contractor may be assessed penalties by City up to one hundred percent (100%) of the monthly value of a site for nonperformance and up to sixty percent (60%) of the monthly value of a site for substandard performance. Such penalties shall be assessed at the discretion of the City. Contractor shall be notified of any penalties in accordance with the terms of this Contract.
- b) Contractor shall be notified of service failure by delivery of a "Performance Deficiency Notification" form to Contractor by City. Said notice will serve as formal notification that Contractor has incurred a service deficiency sufficiently material that contract termination may result if satisfactory corrective action is not taken by Contractor.

The Performance Deficiency Notification will contain the acceptable time period for service correction. Upon Deficiency Notification, the correction will either be accepted or rejected. If accepted, part or all of the penalties may be waived, regardless of whether City has incurred loss as a result of said service failure.

Contractor will be notified of correction acceptance status by delivery of a Performance Deficiency Status Memorandum. Should correction not be accepted, a separate additional Performance Deficiency Notification will be delivered to Contractor, thus increasing the number of Deficiency Notices received by Contractor.

B. BREA – MOWING AT CITY PARKS

MOWING AT CITY PARKS

This Scope of Services is for mowing at City Parks per the preceding Joint General Specifications and the Special Specifications below.

Additional Information

Certain parks within the City of Brea are part of school sites and will require specific days and times for mowing.

SPECIAL SPECIFICATIONS FOR MOWING AT CITY PARKS

TURF MOWING:

Turf areas in this contract shall be mowed with power mowers. The mowers shall be maintained so as to provide a smooth even cut without tearing. The reel or blade adjustment will provide a uniform, level cut without ridges or depressions.

FREQUENCY:

City of Brea: 42 times per year as City schedules

Mowing shall be performed at such intervals of time so that no more than one-third of the grass blade is removed during each mowing in returning the grass to the accepted height for the species of grass being mowed. All turf areas shall be mowed per City's frequency schedule. Inclement weather may preclude adherence to the frequency schedule. The Contractor may request alteration of this mowing frequency from the Parks Supervisor for reasons of rain or prolonged cold. Work shall be performed on the same day each week. All mowing missed due to inclement weather shall be rescheduled and completed within three (3) work days. Any mowing missed and not completed during the week shall be deducted from the monthly billing statement at a rate of 25% of the total monthly cost for maintenance.

Surface appearance will be mowed without scalping or allowing excessive cuttings to remain.

Turf shall be mowed with a reel-type mower equipped with rollers, a fine cut flail mower, or a rotary-type mower. The City will require a reel-type mower for all sports fields and rotary-type for all other areas.

All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.

CUTTING HEIGHTS:

Cutting heights shall be determined by the Parks Supervisor and adjusted according to field use needs and season conditions:

WASTE DISPOSAL:

Prior to mowing, all trash, paper and other debris shall be removed and disposed of into a city provided dumpster.

GREENWASTE AND RECYCLING:

All green waste shall be transported to an approved greenwaste recycling facility or the contractor's place of business for recycling in a greenwaste bin or cart.

CLEAN UP:

All walkways, roadways, trails or other areas dirtied by mowing operations shall be cleaned and all debris disposed of offsite prior to the completion of that day's mowing operation or the end of the day, whichever occurs first. All debris generated from Contractors Operations shall be picked up and disposed of by the contractor and at his expense. Per NPDES regulations there will be no debris blown into streets and roadways.

TRIMMING AND EDGING:

All turf grass borders shall be neatly and uniformly edged or trimmed concurrent with every mowing.

Edging of turf shall be completed as one operation in a manner that results in a well-defined, V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade. No weed eater attachments will be allowed.

All turf edges shall be trimmed or limited around; sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, park equipment and other obstacles.

Care shall be exercised with regard to the use of weed eaters to prevent damage to trees, building surfaces, walls, nearby vehicles, header boards, signage, etc. Any damage occurring from weed eating shall be repaired at Contractor's expense. The Contractor shall replace any trees damaged by weed eating with an equivalent size specimen.

TRAFFIC CONTROLS:

Contractor shall provide and display all safety devices and traffic controls at all times when working in the public right-of-way. All contractor's employees shall be attired in approved safety gear at all times and traffic control shall be outlined in the "Work Area Traffic Control Handbook" (W.A.T.C.H.) Failure to do so will result in an immediate shutdown of activity by the City. Any work not accomplished as a result of this shutdown shall be performed at another time with proper safety devices at no additional expense to the City.

TRAFFIC SAFETY

All equipment and machinery utilized by the Contractor while performing work for the City shall be equipped and operated in such a manner so as to conform to all applicable laws and regulations including, but not exclusive to, Cal-OSHA, concerning safety and operations.

MISCELLANEOUS ITEMS

A. Each Contractor's working crews shall have a responsible lead man who may represent Contractor to discuss the work in English with the Director of Public Works, or his designated representative, within twenty-four (24) hours of notification from the Director of Public Works, or his designated representative.

B. Contractor will repair or replace at his expense any portion of the irrigation system damaged by the Contractor or as a result of the Contractor's negligence.

C. Hours of operation will be 7 a.m. to 5 p.m.

D. Country Hills Park and Junior High Park are used for school activities. These activities have priority use of the fields. The contractor shall make adjustments as to not disrupt these activities.

E. The contractor will ensure the safety of all park users when working.

F. The parks mowing day will be determined by the park use and the parks supervisor after giving consideration for park users, school schedules and other factors that could affect the work.

EXHIBIT B
Fee Schedule

(attached)

Exhibit B

FEE SCHEDULE #3: BREA - MOWING AT CITY PARKS (BREA)

Bidder: S.C. Yamamoto, Inc.

Item	Park Location to Mow and Edge	Quantity in Square Feet	Unit Price (each mow)	Total (Unit x 42)
1.	Country Hills Park 182 N Associated Rd.	246,427	\$220.00	\$9,240.00
2.	City Hall Park 201 S Brea Blvd.	114,244	\$100.00	\$4,200.00
3.	Arovista Park (phase 1, fields/slope, grove) Imperial Hwy at Berry Street	288,298	\$260.00	\$10,920.00
4.	Arovista Park (phase 2, playground) 501 Sievers Ave.	123,536	\$110.00	\$4,620.00
5.	Founders Park 777 Skyler Way	66,400	\$60.00	\$2,520.00
6.	Greenbriar Park Greenbriar and Associated	166,700	\$150.00	\$6,300.00
7.	Jr. High Park 432 N Country Lane	262,142	\$240.00	\$10,080.00
8.	Lagos de Moreno Park 322 E Birch	23,300	\$20.00	\$840.00
9.	Olinda Ranch Park 4001 Carbon Canyon Rd.	220,970	\$200.00	\$8,400.00
10.	Olinda Oil Museum and Trail 4025 Santa Fe Rd.	10,750	\$10.00	\$420.00
11.	Tamarack Park 500 N Tamarack	178,470	\$160.00	\$6,720.00
12.	Wildcatters Park 3301 E Santa Fe	95,503	\$80.00	\$3,360.00
13.	Woodcrest Park Woodcrest at Cedarcrest	18,480	\$10.00	\$420.00

Total Schedule in words: Sixty eight thousand forty and 00/100**

Total Schedule in figures: \$68,040.00

* Bidder declares that he or she has read and understands the scope of services

Contractor Staff Information

Number of days per week: 5

Staff per day: 2+

Total staff hours per day: 8

EXHIBIT C
Insurance Requirements

1. Summary. Insurance coverages shall comply with requirements set forth herein.
 - A. Rating Requirements. A /VII minimum.
 - B. Commercial General Liability (CGL) + (PCO)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - C. Automobile Liability Insurance (ALI) (any auto)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - d. Exception. Not required if no vehicles used except for deliveries.
 - D. Workers' Compensation (WC) and Employer's Liability (ELI)
 - a. Statutory limits for Worker's Compensation.
 - b. \$1,000,000 Minimum. Per accident for bodily injury or disease.
 - c. Additional Insured Endorsement. Not Required.
 - d. Waiver of Subrogation. Required.
 - e. Exception. Not required if no employees used for these Services.
2. General Requirements
 - A. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet these requirements, Contractor agrees to amend, supplement or endorse the policies to do so.
 - B. Without limiting Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the term of this Agreement, the following policies of insurance.
 - C. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.

- D. If Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

3. Coverages

A. Commercial General Liability (CGL)

- a. CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- b. Limits shall be no less than \$2,000,000 per occurrence.
- c. Products-Completed Operations (PCO)
Contractor shall procure and submit to the City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.

B. Automobile Liability Insurance (ALI)

- a. ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
- b. If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
 - i. A personal automobile liability policy for the contractor's own vehicle, if Contractor is a one-person operation; and
 - ii. A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

C. Workers' Compensation (WC)

- a. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- b. Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor has no employees who will be performing work on behalf of the City, Contractor must provide:
 - i. A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will

comply with such provisions before commencing the performance of the work of this contract; and

- ii. A certification that Contractor does not employ any individual(s) in the course and scope of business operations.

- 4. Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

- A. Commercial General Liability & Contractors Pollution Liability

- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.
- b. Additional Insured Endorsements shall not:
 - Be limited to "Ongoing Operations".
 - Exclude "Contractual Liability".
 - Restrict coverage to the "Sole" liability of Contractor.
 - Exclude "Third-Party-Over Actions".
 - Contain any other exclusion contrary to this Agreement.
- c. Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.
- d. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

- B. Auto Liability

- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor.
- b. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

- C. Workers' Compensation. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

5. Miscellaneous.

- A. Insurance Obligations of Contractor. The insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
- B. Notice of Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a 30 day written notice of cancellation has been served upon City except 10 days shall be allowed for non-payment of premium.
- C. Waiver of Subrogation. Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- D. Evidence of Insurance. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least 15 days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within 10 days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- F. Deductible or Self-Insured Retention. Any deductible or self-insured retention must be approved in writing by the City and shall protect the

indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

- G. Contractual Liability. The coverage provided shall apply to the obligations assumed by Contractor under the indemnity provisions of this Agreement.
- H. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
- I. In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.
- J. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.
- K. Claims Made Policies. If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of this Agreement and an extended reporting period shall be provided for a period of at least five years from termination or expiration of this Agreement.
- L. Insurance for Subcontractors. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

EXHIBIT D
Labor Code Requirements

1. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Services are on file at City Hall and will be made available to any interested party on request. By initiating any Work, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.
2. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty paid to the City, forfeit \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.
3. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. Contractor has 10 days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, Contractor shall forfeit \$100 for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
4. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.
5. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty paid to the City, forfeit \$25 for each worker employed in the performance of the Services by Contractor or by any subcontractor 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 Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than 1.5 times the basic rate of pay.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Services, Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Contractor or any subcontractor becomes debarred or suspended during the duration of this Agreement, Contractor shall immediately notify the City.
8. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.
9. The Services are subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.
10. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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."

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is dated [December 1, 2020] for reference purposes and is executed by the City of Brea ("City"), a California municipal corporation, and [S.C. Yamamoto, Inc.] ("Contractor"), a [California] [Corporation]. Contractor's CSLB license number is [699477]. Contractor's DIR registration number is [1000015332].

RECITALS

A. The City desires to retain Contractor as an independent contractor to provide landscape maintenance services at the following City facility or Landscape and Lighting Maintenance District: [City Medians, Entry Markers and Greenbelts].

B. Contractor represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.** In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. "Contract Administrator": Public Works Superintendent Bill Bowlus or a duly authorized designee.

B. "Contract Amount": [\$ One Hundred Thirty Nine Thousand, Five Hundred and Sixty Dollars (\$139,560.00)] per year.

C. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.

D. "Indemnitees": the City and its officers, employees, agents, and volunteers.

E. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.

F. "Labor Code Requirements": the Labor Code requirements set forth in the attached Exhibit D.

G. "Liabilities": actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.

H. "Services": the tasks set forth in the attached Exhibit A.

2. Services.

A. General Requirements. Contractor shall perform the Services in a timely, regular basis in accordance with applicable laws. Time is of the essence in the performance of this Agreement.

B. Labor Code Requirements. Contractor acknowledges that the Services are a "public work" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.). Contractor shall comply with the Labor Code Requirements.

C. Performance Standard. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City. Contractor shall consult the Contract Administrator for any decisions that must be made by the City.

D. Customer Care. While fulfilling the terms of this Agreement, Contractor is performing as a representative of City and shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to the Contract Administrator.

E. Cooperation. In the event any claim is brought against the City relating to Contractor's performance of the Services, Contractor shall provide any reasonable assistance and cooperation that the City might require.

3. Term.

A. Base Term. The base term of this Agreement shall be for four and one-half years, commencing on January 1, 2021 and expiring on June 30, 2025, unless extended or earlier terminated as provided herein.

B. Extension Options. The City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The one-year extension options may be exercised sequentially or concurrently. To exercise an extension option, the City shall give written notice to Contractor at least 30 days prior to the then-scheduled expiration date.

C. City Manager Authority. The City Manager may exercise extension options without prior City Council approval if both of the following conditions are satisfied: (i) the compensation to be paid Contractor for the applicable extension period has been approved and is included in a City Council-approved budget; and (ii) Contractor is not in breach of this Agreement.

D. Termination. If either party breaches this Agreement and fails to cure such breach within seven days of written notice, then the non-breaching party may immediately terminate this Agreement for cause. Additionally, the City may terminate this Agreement for convenience upon 60 days prior written notice to Contractor.

4. Compensation.

A. Full Satisfaction. The City shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Contractor under this Agreement exceed the Contract Amount.

B. Invoices. Contractor shall submit monthly invoices to the City for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 30 days of receipt of each invoice, the City shall pay all undisputed amounts on the invoice. City shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.

C. CPI Adjustment: Subject to paragraph D below, starting July 1, 2022, and on an annual basis thereafter, the Fee Schedule shall be adjusted using the Consumer Price index for all Urban Consumers for the Los Angeles, Riverside, Anaheim Metropolitan Area (CPI-U) for the most recent twelve (12) months ending on December 31st prior to the July 1 rate adjustment based on data available from the United States Bureau of Labor Statistics.

D. Council Approval Requirement. The Fee Schedule shall not be revised during the term of this Agreement (including any extension periods) without prior approval by the City Council.

5. Independent Contractor Status. Contractor is, and shall at all times remain as to the City, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or to act otherwise on behalf of the City as an agent. Neither the City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.

6. PERS Compliance. Contractor acknowledges that the City is a local agency member of California's Public Employees' Retirement System ("PERS"), and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to the City to perform the Services, Contractor shall assure compliance with the Public Employees' Retirement Law (Government Code § 20000 et seq.) and the Public Employees' Pension Reform Act of 2013 (Government Code 7522 et seq.). Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause the City to be in violation of the applicable retirement laws and regulations.

7. Indemnification.

A. **Requirement.** Contractor shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Contractor or its subcontractors in connection with this Agreement.

B. **Scope.** Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the City. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by consensus of the parties.

C. **Survival.** Contractor's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

8. **Insurance.** Without limiting Contractor's defense, hold harmless, and indemnification obligations under this Agreement, Contractor shall maintain policies of insurance as specified in the Insurance Requirements.

9. **Accounting Records.** During the term of this Agreement and for a period of three years after termination or expiration, Contractor shall maintain all accounting and financial records related to this Agreement in accordance with generally accepted accounting practices, and shall keep and make records available for inspection and audit by City representatives upon reasonable written notice.

10. **Suspension.** The Contract Administrator may suspend all or any part of the Services for the City's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Contractor.

11. **Notices.** Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City
City of Brea
545 N. Berry St.
Brea, CA 92821
Attn: Bill Bowlus
E-mail: BillB@ci.brea.ca.us

Contractor
S. C. Yamamoto
2031 Emery Avenue
La Habra, California 90631
Attn: Shinsuke C. Yamamoto, President
E-mail: scyamamoto@scyamamoto.com

12. **Assignability.** Contractor shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the City Manager's

prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Contractor from utilizing subcontractors identified in Contractor's proposal for the Services. Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

13. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Orange County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

14. Exhibits. The attached Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

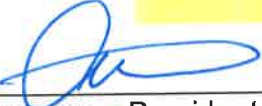
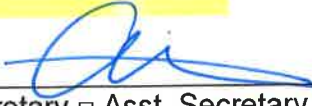
15. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

16. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their duly authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of Government Code Section 16.5.

S.C. Yamamot, Inc.

 _____	 _____
<input type="checkbox"/> Chairperson <input checked="" type="checkbox"/> President	<input checked="" type="checkbox"/> Secretary <input type="checkbox"/> Asst. Secretary
<input type="checkbox"/> Vice President	<input type="checkbox"/> Chief Finance Officer <input type="checkbox"/> Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if contractor is a limited liability company]

Manager

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Marty Simonoff, Mayor

Attest:

Lillian Harris-Neal, City Clerk

EXHIBIT A
Scope of Services

(attached)

SECTION VII
JOINT GENERAL SPECIFICATIONS

SECTION V – JOINT GENERAL SPECIFICATIONS

I. DESCRIPTION OF PROJECTS

The purpose of this RFP is to contract with a contractor(s) to perform mowing, edging, landscape and irrigation maintenance tasks at various sites in the City of Brea and the City of La Habra.

The mowing and edging will be completed based on frequencies in the GENERAL SPECIFICATIONS and SPECIFIC BID SPECIFICATIONS for the respective areas. The landscape maintenance will consist of mowing, edging, weeding, fertilizing, pest control and only specific bids have irrigation system maintenance and repair. Irrigation water consumption will be closely monitored. Money will be deducted from invoices for excessive water usage. A large majority of the work will be maintaining the condition of shrubs and ground cover on slopes, medians, and at City facilities. A small amount of tree pruning will be required to clear property lines, separate plant material, maintain safe passage on sidewalks, etc. The Contractor will be responsible to maintain plant material clearance around fences, building, valve boxes, and other obstacles.

All sites in the City of Brea and City of La Habra, must be visited weekly for weeds, trash, dead plants, debris and blowing.

*****City of Brea and City of La Habra water restrictions will govern all irrigation schedules.***

1. SCOPE OF WORK

The work to be done consists of furnishing all materials, implements, machinery, equipment, tools, supplies, transportation, incidentals and labor necessary to the prosecution and completion of the work as required by all specifications, and as directed by the Director of Public Works or a designee.

2. LICENSE AND PERMITS

The Contractor shall have and maintain a **valid C-27 Contractor's license**. All applications of pesticides shall be done in compliance with governmental requirements. Applications of such materials shall be done by personnel licensed by the State of California, Department of Pesticide Regulation. Contractor will obtain any permits required by local governmental agency for the use of special chemicals. For work in the City of Brea, the Contractor and any subcontractor will also be required to secure and maintain a valid **City of Brea Business License**. The Contractor also will be required to obtain an Encroachment permit for work on Valencia and Imperial Highway from Caltrans

paid for on a separate invoice by the City of Brea. For work in the City of La Habra, the Contractor will be required to secure and maintain a valid **City of La Habra Business License**. The Contractor will also be required to obtain an Encroachment permit from Caltrans for work on Beach Boulevard, Imperial Highway (from Beach to Harbor), and Whittier Boulevard and will be paid for on a separate invoice by the City of La Habra.

3. DRESS CODE AND APPEARANCE

The Contractor shall be required to provide uniforms for personnel assigned to the project. Sufficient changes shall be provided to present a neat and clean appearance of the personnel at all times. Contractor personnel shall wear uniforms with Company name and Employee name at all times. Contractor to provide Personal Protective Equipment (PPE) as required.

4. EXTRA WORK

In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:

Contractor must use separate crews to provide all extra work; may not use regular maintenance crews. Regular maintenance work shall be completed in conjunction with extra work and cannot be postponed to complete extra work. Failure to comply with this requirement shall result in a deficiency deduction.

When required by City Representative or Landscape Inspector, an estimate of cost will be submitted for approval prior to work being done.

- a) Work will be executed under the direction of the City on a time-and-materials basis or an agreed lump sum price depending on the nature of the work.
- b) Extra work will not be initiated without written authorization, except in emergency call-out situations.
- c) Extra work may include, but not be limited to, the following:
 - 1. Replacement of plant materials due to failures beyond the Contractor's control.
 - 2. Additional treatment required for planting or soil as not set forth specifically in this Specification.
 - 3. Repairs or replacement of irrigation system.
 - 4. Remedial landscaping.
 - 5. Repairs or replacements due to vandalism or Acts of God.

- d) Labor costs shall be based on the prevailing wage scale for each type of workman. Employee payments for payroll taxes and insurance, health and welfare, pension, vacation, and other direct labor costs to be included.
- e) Material cost shall be the actual cost of materials purchased by the Contractor and used for the extra work, including sales taxes, freight, and delivery charges.
- f) Submittals for Extra-Work Authorization shall include the following and be provided to the City within three (3) business days:
 - 1. Complete price for all labor and materials, itemized.
 - 2. Proposed schedule and completion date.

5. PROJECT INSPECTIONS

Weekly, the Contractor's direct field crew supervisor and next higher representative if deemed will walk the project with the City representative for the purpose of determining compliance with the Specifications or to discuss required work. Contractor representative must be authorized to sign documents and effect changes to the job.

6. VEHICLES

Contractor vehicles must be parked to allow normal and vehicular traffic; comply with OSHA, CAL-OSHA, and W.A.T.C.H. regulations. Vehicles shall display the company name and equipment shall be in good repair and not be older than 10 years.

7. SAFETY

Contractor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (CalOSHA), Federal Occupational and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable governmental law or City risk management standards. Traffic control will be per the "WATCH" book. The contractor will ensure the safety of all park users when working.

8. REPORTS AND SCHEDULES

The Contractor, as part of this agreement, will submit reports and schedules as requested. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments or termination of contract. Such reports must be detailed and thorough and may include but not be limited to the following:

- a) Suggestions for improving problem areas, as needed, or as requested by City.

- b) Reports of work planned. Due weekly at meeting with City.
- c) Cost information to perform extra work for upgrading specific areas, as needed or as requested by City, pricing due in three (3) business days.
- d) Weekly Maintenance Schedule(s). Contractor shall provide a weekly maintenance schedule to the City.
- e) Seasonal Irrigation Schedule. Due at last weekly meeting of the month.
- f) Pesticide Use Reports. Due at last weekly meeting of the month.
- g) Accident Reports. Due within twenty-four (24) hours of accident.
- h) Incident Reports. Due within twenty-four (24) hours of incident.
- i) Hazard Reports. Due within twenty-four (24) hours of identification/discovery.
- j) Irrigation test reports. Due at last meeting of the month depending on type of site.
- k) Fertilize use reports. Due monthly at last weekly meeting of the month.

9. PROTECTION OF PROPERTY DURING INCLEMENT WEATHER

- a) The Contractor shall adjust work schedule to compensate for all holidays and inclement weather. During periods of storms, the Contractor will provide supervisory inspection of the project during regular hours to prevent or minimize possible damage from inclement weather (this includes having a representative in the City during rain events to inspect and clean areas that may have drainage issues or problem with vee-ditches). The Contractor shall submit a report identifying any storm damage to the City's representative attached to a site map identifying location of damage and cost estimate to repair/replace. If remedial work is required beyond the scope of this contract, it shall be paid for as extra work.
- b) Contractor's responsibility for removing branches and leaves downed by high winds or other typical or non-typical environment condition is as follows:
 - 1. Contractor must remove, at no additional cost, all debris on contracted property regardless of disposition of affected tree, shrub, or any other landscape related item, within 48 hours of notification or self-discovery.
 - 2. Leaves or other landscape which accumulates in street gutters adjacent to Contractor's area of work, shall be removed by Contractor at no additional charge to City.
 - 3. Debris inhibiting proper flow of water in V-ditches and other structures shall be removed weekly to prevent flooding or damage to property

4. Damage caused by or increased cost incurred by the City as a result of Contractor not maintaining site in satisfactory condition prior to inclement weather, will be charged to the Contractor.

10. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

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

If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any hazardous conditions and underground systems, i.e., utility lines. Contractor shall instill reasonable precaution when working in these areas. Any damage or problems shall be corrected or repaired at Contractor's expense and reported immediately to the City.

11. CITY LIAISON

The City and the Contractor's will meet on a weekly basis with each City's representative. The purpose of this meeting will be to discuss specific project problems. More frequent contact may be required between the City Landscape Inspector and the Contractor's representative separately from these meetings. The Contractor's representative or direct crew supervisor is expected to be available by phone to address any daily needs.

12. SPECIAL REQUESTS

The Contractor may be requested by the City to perform special tasks which are above his normal scheduled work. It is intended that Special Requests be considered an extra work item unless the City determines that the Special Request is a direct result of neglect on the part of the Contractor.

13. SUPERVISION AND SPECIAL SKILLS

The Contractor shall assign a supervisor working regular working hours for the duration of this Contract. The Contractor shall have a minimum of five (5) years' experience in landscape maintenance supervision. The Contractor shall have expertise and experience in turf management, entomology, pest control, soils, fertilizers, plant identification, and irrigation system maintenance. The crew supervisor shall be capable of communicating effectively both in written and spoken English.

Each Contractor's working crews shall also have a responsible lead man who may represent Contractor to discuss the work in English with the Director of Public Works, or their designated representative, within twenty-four (24) hours of notification from the Director of Public Works, or his designated representative.

14. PESTICIDES

- a) General: All materials shall be in strict accordance and applied within the EPA regulations and the California Department of Pesticide Regulation. Current pesticide use recommendations made by a licensed Pest Control Advisor must be provided to the City prior to the application of any pesticide on City maintained areas.
- b) The application of pesticides and other chemicals shall be recorded on the Pesticide Use Form and coordinated with City Landscape Inspector.

15. CONTRACTOR NEGLECT

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

16. SCHEDULING OF OPERATIONS

The Contractor shall perform his work at such times as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. Examples of this would be early morning mowing or irrigation checks, etc. The Contractor shall submit a Maintenance Schedule describing maintenance operations and when work and applications of chemicals/fertilizers will be accomplished. Schedule shall be submitted weekly. Annual schedule of work force and maintenance tasks shall be submitted to City July 1, of every year of the contract, prior to starting any maintenance operations. All forms and schedules shall be of a format supplied by, or approved by, City. In addition, if there is a permanent change to the work force size at any time during the year the City shall be notified immediately.

17. SOUND CONTROL REQUIREMENTS

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

18. ADDITIONS/DELETIONS TO CITY LANDSCAPE AREAS

Changes in the areas to be maintained may be made as the City accepts new areas and/or relinquishes currently maintained areas. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change. Costs to add or delete landscape maintenance areas shall be made on a per square foot cost for planter maintenance or turf mowed per bid pricing or similarly sized landscape area. The City reserves the right to delete any site from the contract with thirty (30) days written notice.

19. ADDITIONS/DELETIONS TO GENERAL MAINTENANCE SPECIFICATIONS

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

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

20. LIQUIDATED DAMAGES; NONPERFORMANCE

- a) Contractor may be assessed penalties by City up to one hundred percent (100%) of the monthly value of a site for nonperformance and up to sixty percent (60%) of the monthly value of a site for substandard performance. Such penalties shall be assessed at the discretion of the City. Contractor shall be notified of any penalties in accordance with the terms of this Contract.
- b) Contractor shall be notified of service failure by delivery of a "Performance Deficiency Notification" form to Contractor by City. Said notice will serve as formal notification that Contractor has incurred a service deficiency sufficiently material that contract termination may result if satisfactory corrective action is not taken by Contractor.

The Performance Deficiency Notification will contain the acceptable time period for service correction. Upon Deficiency Notification, the correction will either be accepted or rejected. If accepted, part or all of the penalties may be waived, regardless of whether City has incurred loss as a result of said service failure.

Contractor will be notified of correction acceptance status by delivery of a Performance Deficiency Status Memorandum. Should correction not be accepted, a separate additional Performance Deficiency Notification will be delivered to Contractor, thus increasing the number of Deficiency Notices received by Contractor.

C. BREA - CITY FACILITIES

MOWING AND LANDSCAPE MAINTENANCE AT CITY FACILITIES, TRAILS, MEDIANS AND GREENBELTS (NO IRRIGATION SYSTEM MAINTENANCE)

This Scope of Services is for mowing and landscape maintenance services at City facilities or City owned property within the City limits.

SPECIAL SPECIFICATIONS FOR MOWING AND LANDSCAPE MAINTENANCE AT CITY FACILITIES, MEDIANS AND GREENBELTS

1. LANDSCAPE MAINTENANCE AREAS

All Contractor-caused irrigation damage will be the responsibility of Contractor to repair within 24-hours of occurrence. Failure to do so will result in City repair and recouping of costs or liquidated damages. In addition, a Performance Deficiency Notice may be issued.

2. IRRIGATION/OPERATION AND MAINTENANCE

City Staff will program landscape area irrigation schedules.

3. IRRIGATION RESPONSIBILITIES

- a) The Contractor shall visually inspect areas for broken valves, sprinklers, laterals, or mainlines. Contractor shall notify Public Works the same day any problems are identified.

Brea Public Works: 714.990.7691

4. MATERIALS

- a) All replacement materials are to be with original types and model materials, unless City representative approves a substitute.
- b) Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.
- c) Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
- d) Repairs of equipment or property damaged by Contractor or as a result of an error or omission by Contractor shall not be submitted to City for payment and are the responsibility of the Contractor.

- e) All materials are to be new and identical to existing materials, unless directed otherwise by the City representative. All new irrigation heads installed shall be fitted with appropriate nozzle to match precipitation rate of head being replaced.
- f) Changes to sprinkler systems are to be designed to achieve matched precipitation rates.

5. WATER MANAGEMENT

- a) All systems shall be programmed by Public Works.

6. WEED & PEST CONTROL

- a) General - Control of horticulturally damaging plant pests (insects, diseases, vertebrates, mites) shall be the responsibility of the Contractor. Written recommendations by a licensed California Agricultural Pest Control Adviser are required to be submitted to the City prior to any application of pesticides. Control shall mean the prevention or eradication of any pest to the satisfaction of the City. The City may determine an acceptable level of impact by any pest and adjust the pest control program of the Contractor accordingly. Proper cultural practices shall be a part of the Contractors pest control program. Failure to prevent, treat, or manage any pest infestation that results in loss of plant material or creates a risk to public health and safety may be remedied by the City at Contractor's expense in the form of a reduction in payment.

b) Landscaped areas (shrub and ground cover)

1. Weed control

- a) All landscaped areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label and State Regulations.
- b) All areas within boundaries of site, which are not landscaped, shall be treated monthly to eliminate weeds.

2. Snail control - Snails shall be controlled on an as-needed basis on all plant material, as determined by the City.

3. Insect and disease control

c) Turf

1. Weed control

- a) When weed population is excessive as determined by City, an appropriate herbicide shall be applied in accordance with all label specifications.

- b) In all areas prone to weed intrusion, applications of appropriately labeled pre-emergent herbicide shall be required.

2. Insect and disease control

- a) All turf areas with fungus infection shall be treated with an appropriate fungicide as directed by City.
- b) All other insect, disease, and fungus problems will be treated on a site-and-need-specific basis with the knowledge and consent of the City.
- c) Damaged turf caused by disease shall be repaired or replaced at no extra cost to the City.

7. RODENT CONTROL

Contractor shall be responsible for the eradication and control of all rodents, as necessary, on a continual basis in turf and planters. All mounds, burrows, or other damage shall be repaired by Contractor as required by City. Failure to successfully manage pests will result in city performing work and deducting cost from monthly payments.

8. WEED CONTROL OF PAVED SURFACES

Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in cracks, or expansion joints, and areas contiguous to the City landscape. Any adjoining hardscape to the landscaped median is included and requires weed control in 100% of the hardscape.

9. LANDSCAPE IMPROVEMENT MAINTENANCE

Landscape improvement maintenance shall include shrubs, ground cover, irrigation, and drainage structures. Slope maintenance includes the pruning of shrubs and routine pruning to maintain a neat appearance. Remove weeds that are not controlled by herbicides before size or abundance become a cause of complaint. Generally, weeds that exceed 3-5 inches in height, or predominate a bare area, are unacceptable. Keep all areas in a neat, clean, and well-maintained condition at all times.

Maintain all drainage structures to avoid obstruction at all times. Keep sidewalks free of obstructions, water, mud, algae, slime, leaves or other potentially hazardous debris at all times. Keep adjacent plant material from encroaching public right-of-way.

10. GUARANTEE AND/OR REPLACEMENT POLICY

All new plant material and irrigation installations or repairs shall be guaranteed for a period of one (1) calendar year except due to "Act of God," i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants shall be inspected and approved by City prior to installation. All landscape or irrigation installations or repairs shall conform to Landscape and Irrigation Specifications accepted by Director of Maintenance Services or his designee.

11. LANDSCAPE MAINTENANCE (All landscaped areas)

a) Turf

1. Fertilizer: Fertilizer application will be in April and October with a 16-6-8 Type fertilizer. The Contractor shall notify the City in writing five (5) working days prior to any fertilizer application. **This notification shall include the following: Location and exact date the fertilizer application will be performed; type of fertilizer and method of application to be used.** The Contractor shall immediately notify the City so irrigation can be scheduled. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application. All fertilizer shall be applied per manufacturer's label and suitable for the application. All fertilizer shall be removed from hardscape and other non-target areas. Any damage or streaking of turf shall be repaired at no cost to City.

2. Turf Mowing: Turf areas in this contract shall be mowed with power mowers. The mowers shall be maintained so as to provide a smooth even cut without tearing. The reel or blade adjustment will provide a uniform, level cut without ridges or depressions.

FREQUENCY: (Per scope of work 42 times per year as City schedules)

Mowing shall be performed at such intervals of time so that no more than one-third of the grass blade is removed during each mowing in returning the grass to the accepted height for the species of grass being mowed. All turf areas shall be mowed once per week. Inclement weather may preclude adherence to the frequency schedule. The Contractor may request alteration of this mowing frequency from the Parks Supervisor for reasons of rain or prolonged cold. Work shall be performed on the same day each week. All mowing missed due to inclement weather shall be rescheduled and completed within three (3) work days. Any mowing missed and not completed during the week shall be deducted from the monthly billing statement at a rate of 25% of the total monthly cost for maintenance.

Surface appearance will be mowed without scalping or allowing excessive cuttings to remain.

Turf shall be mowed with a reel-type mower equipped with rollers, a fine cut flail mower, or a rotary-type mower. The City may require a reel-type mower for all sports fields and rotary-type for all other areas.

All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.

CUTTING HEIGHTS:

Cutting heights shall be determined by the Parks Supervisor and adjusted according to field use needs and season conditions:

WASTE DISPOSAL:

Prior to mowing, all glass, leaves, paper and other debris shall be removed and disposed of into a city provided dumpster.

GREENWASTE AND RECYCLING:

All green waste shall be transported to an approved landfill.

CLEAN UP:

All walkways, roadways, trails or other areas dirtied by mowing operations shall be cleaned and all debris disposed of offsite prior to the completion of that day's mowing operation or the end of the day, whichever occurs first. All debris generated from Contractors Operations shall be picked up and disposed of by the contractor and at his expense. Per NPDES regulations there will be no debris blown into streets and roadways. Caution exercised when mowing or blowing around vehicles.

TRIMMING AND EDGING:

All turf grass borders shall be neatly and uniformly edged or trimmed concurrent with every mowing.

Edging of turf shall be completed as one operation in a manner that results in a well-defined, V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade. No weed eater attachments will be allowed.

All turf edges shall be trimmed or limited around; sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, park equipment and other obstacles.

Care shall be exercised with regard to the use of weed eaters to prevent damage to trees, building surfaces, walls, header boards, signage, etc. Any damage occurring from weed eating shall be repaired at Contractor's expense. The Contractor shall replace any trees damaged by weed eating with an equivalent size specimen.

TRAFFIC CONTROLS:

Contractor shall provide and display all safety devices and traffic controls at all times when working in the public right-of-way. All contractor's employees shall be attired in approved safety gear at all times and traffic control shall be outlined in the "Work Area Traffic Control Handbook." Failure to do so will result in an immediate shutdown of activity by the City. Any work not accomplished as a result of this shutdown shall be performed at another time with proper safety devices at no additional expense to the City.

TRAFFIC SAFETY

All equipment and machinery utilized by the Contractor while performing work for the City shall be equipped and operated in such a manner so as to conform to all applicable laws and regulations including, but not exclusive to, Cal-OSHA, concerning safety and operations.

MISCELLANEOUS ITEMS

A. Each Contractor's working crews shall have a responsible lead man who may represent Contractor to discuss the work in English with the Director of Public Works, or his designated representative, within twenty-four (24) hours of notification from the Director of Public Works, or his designated representative.

B. Contractor will repair or replace at his expense any portion of the irrigation system damaged by the Contractor or as a result of the Contractor's negligence.

C. Hours of operation will be 7 a.m. to 5 p.m.

b) Shrub Maintenance

1. Shape - All shrubs to be trimmed symmetrically in a natural form and proportion, but not to interfere with vehicular and pedestrian clearance, visibility and access, unless otherwise directed by the City's representative. Frequency to be at City's direction.
2. Fertilizer - Fertilize all ground cover and shrub beds in March with a 15-15-15 Type fertilizer.
3. Pre-emergent - To be completed two (2) times per year by the end of the first week of each of the following months of March and October.

4. Pruning - Prune shrubs to encourage healthy growth habits, natural form and proportion, symmetrical appearance and proper vertical and horizontal clearance.
5. Shearing - Only those plants specifically designated by the City's representative shall be sheared. These plants may also require additional thinning to maintain a healthy look and condition.

c) Ground Cover Maintenance

1. Trimming - All ground cover is to be trimmed not to interfere with irrigation operation or to encroach on to private property or right-of-way. All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain neat but natural (not sheared) edges. All ground cover is to be kept a minimum of six (6) inches from, but not limited to, all tree, shrubs, walls and fences. All hillside ground cover shall be topped a minimum of six (6) times a year to maintain a height of no more than twelve (12) inches unless otherwise directed by City representative.
2. Fertilizer - Fertilize all ground cover and shrub beds in March with a 15-15-15 Type fertilizer.
3. Pre-emergent - To be completed two (2) times per year by the end of the first week of each of the following months of March and October; at the maximum allowable rate per the manufacturers labeled recommendation.

12. CLEAN-UP

- a) At no time will it be allowed to blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean.
- b) Contractor shall remove all debris resulting from the maintenance operations and dispose of it off-site at the time of occurrence.
- c) All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day.
- d) All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.
- e) All shrub areas not interplanted with ground cover will be raked clean of all leaves, dead branches, and debris a minimum of once a month.

- f) The Contractor shall provide a general clean-up operation on a weekly basis for the purpose of picking up papers, trash or debris which may accumulate in the landscape areas, caused by winds or normal conditions.

13. GENERAL LANDSCAPE MAINTENANCE

- a) Watering - Hand watering will be required for free standing planters at the Civic and Cultural Center and Brea Community Center. Frequency will be as needed or directed by the Park Supervisor or his designee to maintain the plants. All areas to be left free of slip hazards. Appropriate safety signage to be used as needed. Trees on medians (5) located at Puente/Whittier and Puente/Wardman will need similar watering
- b) Pest Control - Apply all pesticides necessary to control pests. Pests shall include, but are not limited to insects, diseases, vertebrates, snails and slugs.
- c) Fertilization - All landscaped areas shall be fertilized as often as needed to maintain plants in a healthy, vigorous growing condition with proper color and shape. Minimum requirements are as previously listed. Contractor shall coordinate fertilizer applications with City for verification. All products must be applied per manufacturer's label and be suitable for the plants being fertilized.
- d) All turf areas shall be fertilized as specified. This schedule is a minimum requirement. Apply fertilizer so as to provide sufficient nitrogen and other basic nutrients on a regular basis to maintain a deep green color and keep turf in a healthy looking condition. Contractor shall coordinate fertilizer scheduling with City. Application must be verified by City Landscape Inspector.
- e) Refurbishment of Turfgrass - Turf areas that thin out due to shading effect of trees, structures, foot traffic and irrigation problems, etc., will be reseeded with an approved grass seed to restore thinning areas, at no additional cost to the City throughout the year.
- f) Weed Control - Contractor shall maintain a turf free of weed infestations over ten (10) percent of total turf area at all times by either chemical or mechanical means. Pre-emergent herbicide applications shall be required to control crabgrass in all turf areas. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made, the turf should be well established and in a vigorous condition. All chemicals applied shall be recorded and coordinated with the City.

String Trimmers - Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, vehicles in the area, header board, light fixtures, signage, etc. **No string trimmers shall be used around trees.** A six (6) inch bare soil buffer zone shall be maintained around the circumference at the base of all trees, unless otherwise directed by City.

EXHIBIT B
Fee Schedule

(attached)

Exhibit B

**FEE SCHEDULE #5: BREA – MOWING AND LANDSCAPE MAINTENANCE AT
CITY MEDIANS, GREENBELTS, ENTRY MARKERS AND PARKWAYS**
(No irrigation system maintenance)

Bidder: S.C. Yamamoto, Inc.

Item	Location	Turf Square Footage	Planter Square Footage	Unit Price (weekly visit with 42 mows/year)	Total (Unit x 52)
	Medians				
1.	N Berry St. Central to Northwood	0	4,218	\$20.00	\$1,040.00
2.	Northwood Berry St to Dorothy	0	0	\$0.00	\$0.00
3.	Northwood juniper medians Dorothy to Puente	0	6,060	\$30.00	\$1,560.00
4.	Lambert Rd. Pointe to Starflower	0	23,174	\$130.00	\$6,760.00
5.	Old Associated Eucalyptus to Imperial	0	17,840	\$100.00	\$5,200.00
6.	State College Blvd. Trail to Imperial	0	14,550	\$80.00	\$ 4,160.00
7.	Brea Blvd. Tracks to Juniper	0	30,925	\$180.00	\$9,360.00
8.	Birch St Poplar to just past Associated	0	32,440	\$190.00	\$9,880.00
9.	Imperial medians East entry marker to Berry	0	11,000	\$60.00	\$3,120.00
10.	Wardman/Southridge	0	1,620	\$10.00	\$520.00
11.	Havenhurst/Whittier Baywood to Whittier	0	1,800	\$10.00	\$520.00
12.	Sports Park Sunflower to Valencia	0	10,543	\$60.00	\$3,120.00
13.	Central Site to Tamarack	0	4,310	\$20.00	\$1,040.00
14.	Kraemer Birch to Imperial	0	4,275	\$20.00	\$1,040.00
15.	Valencia Imperial to Sandpiper	0	18,085	\$100.00	\$5,200.00
16.	Puente (artificial turf-blow) (hand water trees) Central to Whittier	575	0	\$10.00	\$520.00

FEE SCHEDULE #5: BREA CONTINUED
(No irrigation system maintenance)

Bidder: S.C. Yamamoto, Inc.

Item	Location	Turf Square Footage	Planter Square Footage	Unit Price (weekly visit with 42 mows/year)	Total (Unit x 42)
Greenbelts					
1.	Pyramid Park Northwood and La Canada	3,550	4,131	\$30.00	\$1,260.00
2.	Brea Blvd., (NE Corner) Brea Blvd and Central	7,893	2,720	\$30.00	\$1,260.00
3.	Lambert and State College	0	63,752	\$360.00	\$15,120.00
4.	Laurel Connector Park Laurel at Birch	2,420	880	\$10.00	\$420.00
5.	Parking Structure 1 Walnut and Ash	0	5,329	\$30.00	\$1,260.00
6.	PK Burgers PK East to City Limit	0	84,764	\$480.00	\$20,160.00
7.	Kraemer greenbelt Channel to Birch	0	16,377	\$90.00	\$3,780.00
Entry Markers/Others					
1.	Trail at Birch Hills Birch Hills, Kraemer to cage	0	1,700	\$10.00	\$420.00
2.	Orbitor St Slope Kraemer to Saturn	0	60,120	\$340.00	\$14,280.00
3.	Central Entry Marker Central at Vallejo	0	150	\$10.00	\$420.00
4.	Lambert/Pioneer Marker	0	1,053	\$10.00	\$420.00
5.	State College Entry Marker State College and Elm	0	1,600	\$10.00	\$420.00
6.	Imperial Frontage Imperial and Jasmine Dr	0	6,700	\$40.00	\$1,680.00
7.	Imperial at Taps Imperial and Orange St	0	840	\$10.00	\$420.00
8.	Imperial Bus Stop Imperial and Laurel	0	1,936	\$10.00	\$420.00

FEE SCHEDULE #5: BREA CONTINUED
(No irrigation system maintenance)

Bidder: S.C. Yamamoto, Inc.

9.	Imperial Sound wall Associated to east end of wall	0	16,950	\$100.00	\$4,200.00
10.	Brea Blvd. South of dentist office	0	140	\$10.00	\$420.00
11.	Whittier Circle Between Havenhurst/Puente	0	314	\$10.00	\$420.00
12.	Lambert Wall Cliffwood to St. College	0	12,566	\$70.00	\$2,940.00

FEE SCHEDULE #5: BREA CONTINUED
(No irrigation system maintenance)

Bidder: S.C. Yamamoto, Inc.

Item	Location	Turf Square Footage	Planter Square Footage	Unit Price (weekly visit with 42 mows/year)	Total (Unit x 42)
Parkways					
1.	Lambert N side pkwy/plntr Wildcat to Wandering	11,850	33,930	\$210.00	\$8,820.00
2.	Lambert S side pkwy/plntr Associated to HOA border east	13,985	5,300	\$50.00	\$2,100.00
3.	New Associated Rd Lambert to Sleepy Hollow	8,935	0	\$10.00	\$420.00
4.	Aurora St. Eucalyptus to Hillhaven	0	9,445		
5.	Catalpa Imperial to Catalpa	700	810	\$10.00	\$420.00
6.	Randolph Circle South of Imperial Highway	0	7,635	\$40.00	\$1,680.00
7.	Orange Street Imperial to Ash	2,500	0	\$10.00	\$420.00
8.	N Berry St Central to Stonebridge	10,728	0	\$20.00	\$840.00

Total Schedule in words: One hundred thirty nine five hundred sixty and 00/100**
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Total Schedule in figures: \$ 139,560.00
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* Bidder declares that he or she has read and understands the scope of services

Staff Information

Number of days per week: 5

Staff per day: 3+

Total staff hours per day: 8

EXHIBIT C
Insurance Requirements

1. Summary. Insurance coverages shall comply with requirements set forth herein.
 - A. Rating Requirements. A /VII minimum.
 - B. Commercial General Liability (CGL) + (PCO)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - C. Automobile Liability Insurance (ALI) (any auto)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - d. Exception. Not required if no vehicles used except for deliveries.
 - D. Workers' Compensation (WC) and Employer's Liability (ELI)
 - a. Statutory limits for Worker's Compensation.
 - b. \$1,000,000 Minimum. Per accident for bodily injury or disease.
 - c. Additional Insured Endorsement. Not Required.
 - d. Waiver of Subrogation. Required.
 - e. Exception. Not required if no employees used for these Services.
2. General Requirements
 - A. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet these requirements, Contractor agrees to amend, supplement or endorse the policies to do so.
 - B. Without limiting Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the term of this Agreement, the following policies of insurance.
 - C. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.

- D. If Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

3. Coverages

A. Commercial General Liability (CGL)

- a. CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- b. Limits shall be no less than \$2,000,000 per occurrence.
- c. Products-Completed Operations (PCO)
Contractor shall procure and submit to the City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.

B. Automobile Liability Insurance (ALI)

- a. ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
- b. If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
 - i. A personal automobile liability policy for the contractor's own vehicle, if Contractor is a one-person operation; and
 - ii. A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

C. Workers' Compensation (WC)

- a. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- b. Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor has no employees who will be performing work on behalf of the City, Contractor must provide:
 - i. A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will

comply with such provisions before commencing the performance of the work of this contract; and

- ii. A certification that Contractor does not employ any individual(s) in the course and scope of business operations.

- 4. Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

- A. Commercial General Liability & Contractors Pollution Liability

- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.
- b. Additional Insured Endorsements shall not:
 - Be limited to "Ongoing Operations".
 - Exclude "Contractual Liability".
 - Restrict coverage to the "Sole" liability of Contractor.
 - Exclude "Third-Party-Over Actions".
 - Contain any other exclusion contrary to this Agreement.
- c. Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.
- d. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

- B. Auto Liability

- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor.
- b. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

- C. Workers' Compensation. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

5. Miscellaneous.

- A. Insurance Obligations of Contractor. The insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
- B. Notice of Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a 30 day written notice of cancellation has been served upon City except 10 days shall be allowed for non-payment of premium.
- C. Waiver of Subrogation. Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- D. Evidence of Insurance. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least 15 days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within 10 days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- F. Deductible or Self-Insured Retention. Any deductible or self-insured retention must be approved in writing by the City and shall protect the

indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

- G. Contractual Liability. The coverage provided shall apply to the obligations assumed by Contractor under the indemnity provisions of this Agreement.
- H. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
- I. In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.
- J. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.
- K. Claims Made Policies. If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of this Agreement and an extended reporting period shall be provided for a period of at least five years from termination or expiration of this Agreement.
- L. Insurance for Subcontractors. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

EXHIBIT D
Labor Code Requirements

1. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Services are on file at City Hall and will be made available to any interested party on request. By initiating any Work, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.
2. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty paid to the City, forfeit \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.
3. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. Contractor has 10 days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, Contractor shall forfeit \$100 for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
4. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.
5. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty paid to the City, forfeit \$25 for each worker employed in the performance of the Services by Contractor or by any subcontractor 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 Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than 1.5 times the basic rate of pay.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Services, Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Contractor or any subcontractor becomes debarred or suspended during the duration of this Agreement, Contractor shall immediately notify the City.
8. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.
9. The Services are subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.
10. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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."

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is dated [December 1, 2020] for reference purposes and is executed by the City of Brea ("City"), a California municipal corporation, and [Tropical Plaza Nursery, Inc.] ("Contractor"), a [California] [Corporation]. Contractor's CSLB license number is [519398]. Contractor's DIR registration number is [1000024636].

RECITALS

A. The City desires to retain Contractor as an independent contractor to provide landscape maintenance services at the following City facility or Landscape and Lighting Maintenance District: [City Reservoirs].

B. Contractor represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. "Contract Administrator": Public Works Superintendent Bill Bowlus or a duly authorized designee.

B. "Contract Amount": [\$Eighteen Thousand, Nine Hundred and Ninety-Six Dollars (\$18,996.00) per year].

C. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.

D. "Indemnitees": the City and its officers, employees, agents, and volunteers.

E. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.

F. "Labor Code Requirements": the Labor Code requirements set forth in the attached Exhibit D.

G. "Liabilities": actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.

H. "Services": the tasks set forth in the attached Exhibit A.

2. Services.

A. General Requirements. Contractor shall perform the Services in a timely, regular basis in accordance with applicable laws. Time is of the essence in the performance of this Agreement.

B. Labor Code Requirements. Contractor acknowledges that the Services are a "public work" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.). Contractor shall comply with the Labor Code Requirements.

C. Performance Standard. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City. Contractor shall consult the Contract Administrator for any decisions that must be made by the City.

D. Customer Care. While fulfilling the terms of this Agreement, Contractor is performing as a representative of City and shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to the Contract Administrator.

E. Cooperation. In the event any claim is brought against the City relating to Contractor's performance of the Services, Contractor shall provide any reasonable assistance and cooperation that the City might require.

3. Term.

A. Base Term. The base term of this Agreement shall be for four and one-half years, commencing on January 1, 2021 and expiring on June 30, 2025, unless extended or earlier terminated as provided herein.

B. Extension Options. The City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The one-year extension options may be exercised sequentially or concurrently. To exercise an extension option, the City shall give written notice to Contractor at least 30 days prior to the then-scheduled expiration date.

C. City Manager Authority. The City Manager may exercise extension options without prior City Council approval if both of the following conditions are satisfied: (i) the compensation to be paid Contractor for the applicable extension period has been approved and is included in a City Council-approved budget; and (ii) Contractor is not in breach of this Agreement.

D. Termination. If either party breaches this Agreement and fails to cure such breach within seven days of written notice, then the non-breaching party may immediately terminate this Agreement for cause. Additionally, the City may terminate this Agreement for convenience upon 60 days prior written notice to Contractor.

4. Compensation.

A. Full Satisfaction. The City shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Contractor under this Agreement exceed the Contract Amount.

B. Invoices. Contractor shall submit monthly invoices to the City for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 30 days of receipt of each invoice, the City shall pay all undisputed amounts on the invoice. City shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.

C. CPI Adjustment: Subject to paragraph D below, starting July 1, 2022, and on an annual basis thereafter, the Fee Schedule shall be adjusted using the Consumer Price index for all Urban Consumers for the Los Angeles, Riverside, Anaheim Metropolitan Area (CPI-U) for the most recent twelve (12) months ending on December 31st prior to the July 1 rate adjustment based on data available from the United States Bureau of Labor Statistics.

D. Council Approval Requirement. The Fee Schedule shall not be revised during the term of this Agreement (including any extension periods) without prior approval by the City Council.

5. Independent Contractor Status. Contractor is, and shall at all times remain as to the City, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or to act otherwise on behalf of the City as an agent. Neither the City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.

6. PERS Compliance. Contractor acknowledges that the City is a local agency member of California's Public Employees' Retirement System ("PERS"), and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to the City to perform the Services, Contractor shall assure compliance with the Public Employees' Retirement Law (Government Code § 20000 et seq.) and the Public Employees' Pension Reform Act of 2013 (Government Code 7522 et seq.). Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause the City to be in violation of the applicable retirement laws and regulations.

7. Indemnification.

A. **Requirement.** Contractor shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Contractor or its subcontractors in connection with this Agreement.

B. **Scope.** Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the City. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by consensus of the parties.

C. **Survival.** Contractor's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

8. Insurance. Without limiting Contractor's defense, hold harmless, and indemnification obligations under this Agreement, Contractor shall maintain policies of insurance as specified in the Insurance Requirements.

9. Accounting Records. During the term of this Agreement and for a period of three years after termination or expiration, Contractor shall maintain all accounting and financial records related to this Agreement in accordance with generally accepted accounting practices, and shall keep and make records available for inspection and audit by City representatives upon reasonable written notice.

10. Suspension. The Contract Administrator may suspend all or any part of the Services for the City's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Contractor.

11. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City
City of Brea
545 N. Berry St.
Brea, CA 92821
Attn: Bill Bowlus
E-mail: BillB@ci.brea.ca.us

Contractor
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park, California 92861
Attn: Leslie Fields, President
E-mail: lesliefields@tropicalplaza.com

12. Assignability. Contractor shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the City Manager's

prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Contractor from utilizing subcontractors identified in Contractor's proposal for the Services. Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

13. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Orange County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

14. Exhibits. The attached Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.



15. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

16. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their duly authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of Government Code Section 16.5.

[contractor name]

 _____		 _____	
<input type="checkbox"/> Chairperson	<input checked="" type="checkbox"/> President	<input checked="" type="checkbox"/> Secretary	<input type="checkbox"/> Asst. Secretary
<input type="checkbox"/> Vice President		<input type="checkbox"/> Chief Finance Officer	<input checked="" type="checkbox"/> Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if contractor is a limited liability company]

Manager

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Marty Simonoff, Mayor

Attest:

Lillian Harris-Neal, City Clerk

EXHIBIT A
Scope of Services

(attached)

SECTION VII
JOINT GENERAL SPECIFICATIONS



SECTION V – JOINT GENERAL SPECIFICATIONS

I. DESCRIPTION OF PROJECTS

The purpose of this RFP is to contract with a contractor(s) to perform mowing, edging, landscape and irrigation maintenance tasks at various sites in the City of Brea and the City of La Habra.

The mowing and edging will be completed based on frequencies in the GENERAL SPECIFICATIONS and SPECIFIC BID SPECIFICATIONS for the respective areas. The landscape maintenance will consist of mowing, edging, weeding, fertilizing, pest control and only specific bids have irrigation system maintenance and repair. Irrigation water consumption will be closely monitored. Money will be deducted from invoices for excessive water usage. A large majority of the work will be maintaining the condition of shrubs and ground cover on slopes, medians, and at City facilities. A small amount of tree pruning will be required to clear property lines, separate plant material, maintain safe passage on sidewalks, etc. The Contractor will be responsible to maintain plant material clearance around fences, building, valve boxes, and other obstacles.

All sites in the City of Brea and City of La Habra, must be visited weekly for weeds, trash, dead plants, debris and blowing.

*****City of Brea and City of La Habra water restrictions will govern all irrigation schedules.***

1. SCOPE OF WORK

The work to be done consists of furnishing all materials, implements, machinery, equipment, tools, supplies, transportation, incidentals and labor necessary to the prosecution and completion of the work as required by all specifications, and as directed by the Director of Public Works or a designee.

2. LICENSE AND PERMITS

The Contractor shall have and maintain a **valid C-27 Contractor's license**. All applications of pesticides shall be done in compliance with governmental requirements. Applications of such materials shall be done by personnel licensed by the State of California, Department of Pesticide Regulation. Contractor will obtain any permits required by local governmental agency for the use of special chemicals. For work in the City of Brea, the Contractor and any subcontractor will also be required to secure and maintain a valid **City of Brea Business License**. The Contractor also will be required to obtain an Encroachment permit for work on Valencia and Imperial Highway from Caltrans

paid for on a separate invoice by the City of Brea. For work in the City of La Habra, the Contractor will be required to secure and maintain a valid **City of La Habra Business License**. The Contractor will also be required to obtain an Encroachment permit from Caltrans for work on Beach Boulevard, Imperial Highway (from Beach to Harbor), and Whittier Boulevard and will be paid for on a separate invoice by the City of La Habra.

3. DRESS CODE AND APPEARANCE

The Contractor shall be required to provide uniforms for personnel assigned to the project. Sufficient changes shall be provided to present a neat and clean appearance of the personnel at all times. Contractor personnel shall wear uniforms with Company name and Employee name at all times. Contractor to provide Personal Protective Equipment (PPE) as required.

4. EXTRA WORK

In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:

Contractor must use separate crews to provide all extra work; may not use regular maintenance crews. Regular maintenance work shall be completed in conjunction with extra work and cannot be postponed to complete extra work. Failure to comply with this requirement shall result in a deficiency deduction.

When required by City Representative or Landscape Inspector, an estimate of cost will be submitted for approval prior to work being done.

- a) Work will be executed under the direction of the City on a time-and-materials basis or an agreed lump sum price depending on the nature of the work.
- b) Extra work will not be initiated without written authorization, except in emergency call-out situations.
- c) Extra work may include, but not be limited to, the following:
 - 1. Replacement of plant materials due to failures beyond the Contractor's control.
 - 2. Additional treatment required for planting or soil as not set forth specifically in this Specification.
 - 3. Repairs or replacement of irrigation system.
 - 4. Remedial landscaping.
 - 5. Repairs or replacements due to vandalism or Acts of God.

- d) Labor costs shall be based on the prevailing wage scale for each type of workman. Employee payments for payroll taxes and insurance, health and welfare, pension, vacation, and other direct labor costs to be included.
- e) Material cost shall be the actual cost of materials purchased by the Contractor and used for the extra work, including sales taxes, freight, and delivery charges.
- f) Submittals for Extra-Work Authorization shall include the following and be provided to the City within three (3) business days:
 - 1. Complete price for all labor and materials, itemized.
 - 2. Proposed schedule and completion date.

5. PROJECT INSPECTIONS

Weekly, the Contractor's direct field crew supervisor and next higher representative if deemed will walk the project with the City representative for the purpose of determining compliance with the Specifications or to discuss required work. Contractor representative must be authorized to sign documents and effect changes to the job.

6. VEHICLES

Contractor vehicles must be parked to allow normal and vehicular traffic; comply with OSHA, CAL-OSHA, and W.A.T.C.H. regulations. Vehicles shall display the company name and equipment shall be in good repair and not be older than 10 years.

7. SAFETY

Contractor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (CalOSHA), Federal Occupational and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable governmental law or City risk management standards. Traffic control will be per the "WATCH" book. The contractor will ensure the safety of all park users when working.

8. REPORTS AND SCHEDULES

The Contractor, as part of this agreement, will submit reports and schedules as requested. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments or termination of contract. Such reports must be detailed and thorough and may include but not be limited to the following:

- a) Suggestions for improving problem areas, as needed, or as requested by City.

- b) Reports of work planned. Due weekly at meeting with City.
- c) Cost information to perform extra work for upgrading specific areas, as needed or as requested by City, pricing due in three (3) business days.
- d) Weekly Maintenance Schedule(s). Contractor shall provide a weekly maintenance schedule to the City.
- e) Seasonal Irrigation Schedule. Due at last weekly meeting of the month.
- f) Pesticide Use Reports. Due at last weekly meeting of the month.
- g) Accident Reports. Due within twenty-four (24) hours of accident.
- h) Incident Reports. Due within twenty-four (24) hours of incident.
- i) Hazard Reports. Due within twenty-four (24) hours of identification/discovery.
- j) Irrigation test reports. Due at last meeting of the month depending on type of site.
- k) Fertilize use reports. Due monthly at last weekly meeting of the month.

9. PROTECTION OF PROPERTY DURING INCLEMENT WEATHER

- a) The Contractor shall adjust work schedule to compensate for all holidays and inclement weather. During periods of storms, the Contractor will provide supervisory inspection of the project during regular hours to prevent or minimize possible damage from inclement weather (this includes having a representative in the City during rain events to inspect and clean areas that may have drainage issues or problem with vee-ditches). The Contractor shall submit a report identifying any storm damage to the City's representative attached to a site map identifying location of damage and cost estimate to repair/replace. If remedial work is required beyond the scope of this contract, it shall be paid for as extra work.
- b) Contractor's responsibility for removing branches and leaves downed by high winds or other typical or non-typical environment condition is as follows:
 - 1. Contractor must remove, at no additional cost, all debris on contracted property regardless of disposition of affected tree, shrub, or any other landscape related item, within 48 hours of notification or self-discovery.
 - 2. Leaves or other landscape which accumulates in street gutters adjacent to Contractor's area of work, shall be removed by Contractor at no additional charge to City.
 - 3. Debris inhibiting proper flow of water in V-ditches and other structures shall be removed weekly to prevent flooding or damage to property

4. Damage caused by or increased cost incurred by the City as a result of Contractor not maintaining site in satisfactory condition prior to inclement weather, will be charged to the Contractor.

10. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

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

If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any hazardous conditions and underground systems, i.e., utility lines. Contractor shall instill reasonable precaution when working in these areas. Any damage or problems shall be corrected or repaired at Contractor's expense and reported immediately to the City.

11. CITY LIAISON

The City and the Contractor's will meet on a weekly basis with each City's representative. The purpose of this meeting will be to discuss specific project problems. More frequent contact may be required between the City Landscape Inspector and the Contractor's representative separately from these meetings. The Contractor's representative or direct crew supervisor is expected to be available by phone to address any daily needs.

12. SPECIAL REQUESTS

The Contractor may be requested by the City to perform special tasks which are above his normal scheduled work. It is intended that Special Requests be considered an extra work item unless the City determines that the Special Request is a direct result of neglect on the part of the Contractor.

13. SUPERVISION AND SPECIAL SKILLS

The Contractor shall assign a supervisor working regular working hours for the duration of this Contract. The Contractor shall have a minimum of five (5) years' experience in landscape maintenance supervision. The Contractor shall have expertise and experience in turf management, entomology, pest control, soils, fertilizers, plant identification, and irrigation system maintenance. The crew supervisor shall be capable of communicating effectively both in written and spoken English.

Each Contractor's working crews shall also have a responsible lead man who may represent Contractor to discuss the work in English with the Director of Public Works, or their designated representative, within twenty-four (24) hours of notification from the Director of Public Works, or his designated representative.

14. PESTICIDES

- a) General: All materials shall be in strict accordance and applied within the EPA regulations and the California Department of Pesticide Regulation. Current pesticide use recommendations made by a licensed Pest Control Advisor must be provided to the City prior to the application of any pesticide on City maintained areas.
- b) The application of pesticides and other chemicals shall be recorded on the Pesticide Use Form and coordinated with City Landscape Inspector.

15. CONTRACTOR NEGLECT

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

16. SCHEDULING OF OPERATIONS

The Contractor shall perform his work at such times as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. Examples of this would be early morning mowing or irrigation checks, etc. The Contractor shall submit a Maintenance Schedule describing maintenance operations and when work and applications of chemicals/fertilizers will be accomplished. Schedule shall be submitted weekly. Annual schedule of work force and maintenance tasks shall be submitted to City July 1, of every year of the contract, prior to starting any maintenance operations. All forms and schedules shall be of a format supplied by, or approved by, City. In addition, if there is a permanent change to the work force size at any time during the year the City shall be notified immediately.

17. SOUND CONTROL REQUIREMENTS

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

18. ADDITIONS/DELETIONS TO CITY LANDSCAPE AREAS

Changes in the areas to be maintained may be made as the City accepts new areas and/or relinquishes currently maintained areas. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change. Costs to add or delete landscape maintenance areas shall be made on a per square foot cost for planter maintenance or turf mowed per bid pricing or similarly sized landscape area. The City reserves the right to delete any site from the contract with thirty (30) days written notice.

19. ADDITIONS/DELETIONS TO GENERAL MAINTENANCE SPECIFICATIONS

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

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

20. LIQUIDATED DAMAGES; NONPERFORMANCE

- a) Contractor may be assessed penalties by City up to one hundred percent (100%) of the monthly value of a site for nonperformance and up to sixty percent (60%) of the monthly value of a site for substandard performance. Such penalties shall be assessed at the discretion of the City. Contractor shall be notified of any penalties in accordance with the terms of this Contract.
- b) Contractor shall be notified of service failure by delivery of a "Performance Deficiency Notification" form to Contractor by City. Said notice will serve as formal notification that Contractor has incurred a service deficiency sufficiently material that contract termination may result if satisfactory corrective action is not taken by Contractor.

The Performance Deficiency Notification will contain the acceptable time period for service correction. Upon Deficiency Notification, the correction will either be accepted or rejected. If accepted, part or all of the penalties may be waived, regardless of whether City has incurred loss as a result of said service failure.

Contractor will be notified of correction acceptance status by delivery of a Performance Deficiency Status Memorandum. Should correction not be accepted, a separate additional Performance Deficiency Notification will be delivered to Contractor, thus increasing the number of Deficiency Notices received by Contractor.

D. BREA - CITY RESERVOIR SITES

LANDSCAPE MAINTENANCE AT CITY RESERVOIR SITES

This Scope of Services is for landscape maintenance services at City reservoir sites.

Additional Information

Service days will be scheduled with staff to allow access to the sites.

SPECIAL SPECIFICATIONS FOR LANDSCAPE MAINTENANCE AT CITY RESERVOIR SITES

1. LANDSCAPE MAINTENANCE AREAS

Landscape maintenance Contractor's irrigation staff will be responsible for repair of all site irrigation from water meter and controller, through lateral lines and sprinkler heads (backflow devices and City mainlines are excluded). Landscape Contractor is fully responsible for irrigation controller programming. City water management directions must be implemented.

All Contractor-caused irrigation damage will be the responsibility of Contractor to repair within 24-hours of occurrence. Failure to do so will result in City repair and recouping of costs or liquidated damages. In addition, a Performance Deficiency Notice may be issued.

2. IRRIGATION/OPERATION AND MAINTENANCE

All landscaped areas shall be irrigated as required to maintain optimum growth and appearance.

3. IRRIGATION RESPONSIBILITIES

- a) The Contractor shall conduct monthly irrigation tests. The City may notify Contractor verbally or in writing if discovered damage or defects are found during City inspections of irrigation systems. Contractor shall make needed repairs within 24-hours of notification or self-discovery. Contractor shall submit irrigation test reports, on approved form, at weekly/monthly meeting based on type of site. Failure to submit the required reports will result in issuance of a Performance Deficiency Notice.
- b) All irrigation systems shall be tested and inspected by the Contractor in accordance with the following:
 - 1. Operate all valves automatically.

2. Visually inspect all irrigation heads for proper adjustment, operation, and leakage.
 3. Review program and verify controller is operating correctly. (Berry Street is programmed by Public Works, contractor to verify)
 4. Record water meter reading at time of test.
- c) All systems shall be adjusted in order to:
1. Provide adequate coverage of all landscape areas.
 2. Prevent excessive runoff and/or erosion.
 3. Prevent watering roadways, walkways, trails, fences and private property.
 4. Prevent saturated conditions.
- d) All system malfunctions, damage, and obstructions shall be recorded and corrective action taken per specifications. A report of required systems testing shall be submitted to the City.
- e) In addition to required testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported, daily if necessary.
1. Repair malfunctioning controllers, quick couplers, manual or automatic valves and sprinkler heads within twenty-four (24) hours of notification or self-discovery. Provide backup or temporary controller should repair of City controller be required.
 2. The Contractor shall turn off irrigation system during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.
 3. Once the City Landscape Inspector acknowledges the necessity to turn on the water again, all controllers shall be activated within twenty-four (24) hours.
 4. Failure to turn off controller during rain, or activate following instruction by City to do so will result in the issuance of a Performance Deficiency Notification.

4. MATERIALS

- a) All replacement materials are to be with original types and model materials, unless City representative approves a substitute.

- b) Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.
- c) Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
- d) Repairs of equipment or property damaged by Contractor or as a result of an error or omission by Contractor shall not be submitted to City for payment and are the responsibility of the Contractor.
- e) All materials are to be new and identical to existing materials, unless directed otherwise by the City representative. All new irrigation heads installed shall be fitted with appropriate nozzle to match precipitation rate of head being replaced.
- g) Changes to sprinkler systems are to be designed to achieve matched precipitation rates.

5. WATER MANAGEMENT

- a) All systems shall be programmed weekly or as needed to maintain plants in a healthy, vigorous condition.
- b) All program changes shall be recorded and submitted on City approved form.
- c) Water meter reading for each system is to be submitted with irrigation test report.
- d) Controller program is to be sufficient to keep the landscape healthy without excessive use.
- e) Controller programs shall incorporate the following conditions:
 - 1. Meet City Water Management requirements.
 - 2. Avoid weekend watering when possible.
 - 3. Maximize repeat operations.
 - 4. Minimize station run times.
 - 5. Reflect actual evapotranspiration (E.T.) requirements.
 - 6. Reflect actual requirements of soil and plants.
 - 7. Eliminate runoff into streets, sidewalks, and other non-target areas.
 - 8. Provide sufficient time for soil to dry out between irrigations.

9. Maximize community use of City property.

6. WEED & PEST CONTROL

a) General – Control of horticulturally damaging plant pests (insects, diseases, vertebrates and mites) shall be the responsibility of the Contractor. Written recommendations by a licensed California Agricultural Pest Control Adviser are required to be submitted to the City prior to any application of pesticides. Control shall mean the prevention or eradication of any pest to the satisfaction of the City. The City may determine an acceptable level of impact by any pest and adjust the pest control program of the Contractor accordingly. Proper cultural practices shall be a part of the Contractors pest control program. Failure to prevent, treat, or manage any pest infestation that results in loss of plant material or creates a risk to public health and safety may be remedied by the City at Contractor's expense in the form of a reduction in payment.

b) Landscaped areas (shrub and ground cover)

1. Weed control

- a) All landscaped areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label and State Regulations.
- b) All areas within boundaries of site, which are not landscaped, shall be treated monthly to eliminate weeds.

2. Snail control – Snails shall be controlled on an as-needed basis on all plant material, as determined by the City.

3. Insect and disease control

c) Turf

1. Weed control

- a) When weed population is excessive as determined by City, an appropriate herbicide shall be applied in accordance with all label specifications.
- b) In all areas prone to weed intrusion, applications of appropriately labeled pre-emergent herbicide shall be required.

2. Insect and disease control

- a) All turf areas with fungus infection shall be treated with an appropriate fungicide as directed by City.
- b) All other insect, disease and fungus problems will be treated on a site-and-need-specific basis with the knowledge and consent of the City.
- c) Damaged turf caused by disease shall be repaired or replaced at no extra cost to the City.

7. RODENT CONTROL

Contractor shall be responsible for the eradication and control of all rodents, as necessary, on a continual basis. All mounds, burrows, or other damage shall be repaired by Contractor as required by City. Failure to successfully manage pests will result in city performing work and deducting cost from monthly payments.

8. WEED CONTROL OF PAVED SURFACES

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

9. LANDSCAPE IMPROVEMENT MAINTENANCE

Landscape improvement maintenance shall include shrubs, ground cover, irrigation, and drainage structures. Slope maintenance includes the pruning of shrubs and routine pruning to maintain a neat appearance. Remove weeds that are not controlled by herbicides before size or abundance become a cause of complaint. Generally, weeds that exceed 3-5 inches in height, or predominate a bare area, are unacceptable. Keep all areas in a neat, clean and well-maintained condition at all times.

Maintain all drainage structures to avoid obstruction at all times. Keep sidewalks free of obstructions, water, mud, algae, slime, leaves or other potentially hazardous debris at all times. Keep adjacent plant material from encroaching public right-of-way.

10. GUARANTEE AND/OR REPLACEMENT POLICY

All new plant material and irrigation installations or repairs shall be guaranteed for a period of one (1) calendar year except due to "Act of God," i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants shall be inspected and approved by City prior to installation. All landscape or irrigation installations or repairs shall confirm to Landscape and Irrigation Specifications accepted by Director of Public Works or his designee.

11. LANDSCAPE MAINTENANCE (All landscaped areas)

a) Turf

1. Mowing – The contractor shall mow all turf grass with properly sharpened and maintained equipment in a manner that ensures a smooth surface without ridges, depressions or scalping. Mowing patterns shall be alternated on a weekly basis.
2. Frequency – Turf grass shall be mowed 42 times per year per City schedule.
3. Height – Mowing heights will be as directed by the Park Supervisor. Turf grass mowing heights may be adjusted by the City during turf grass renovations, special events, or if deemed necessary to promote the health and vigor of the grass.
4. Machine Type – Warm/cool season turf blends may be mowed with rotary or reel type mowers. All warm season turf grasses shall be cut with reel type mowers, unless otherwise approved by City. All cool season turf grasses shall be cut with rotary type mowers. The City encourages the use of mulching mowers whenever possible. Flail mowers may be used only by specific approval of the City.
5. Clippings – All clippings shall be efficiently mulched to leave no visible trace or picked up and removed to a designated dumping site. At no time shall unsightly clippings be left following mowing operation.
6. Edging – All edges of turf shall be mechanically edged. Turf grass edging and trimming shall be performed weekly at the time of mowing. All clippings shall be removed before vacating the site. All edging shall be done with a power edger containing a steel blade. In certain situations where a string trimmer may be more effective, the City may allow its use.
7. Weeds – All turf grass areas shall be kept free of weeds at all times. Weed removal shall consist of complete eradication or removal of all weeds including top growth and roots.
8. Pre-emergent Herbicide – Pre-emergent herbicides labeled for use on turf shall be applied one time per year.
9. Fertilizer – Fertilizer application will be in April and October with a 16-6-8 Type fertilizer. The Contractor shall notify the City in writing five (5) working days prior to any fertilizer application. **This notification shall include the following: Location and exact date the fertilizer application will be performed; type of fertilizer and method of application to be used.** The Contractor shall immediately notify the City so irrigation can be scheduled. All fertilizer

applications shall be performed with properly calibrated equipment to provide a uniform application. All fertilizer shall be applied per manufacturer's label and suitable for the application. All fertilizer shall be removed from hardscape and other non-target areas. Any damage or streaking of turf shall be repaired at no cost to City.

10. Irrigation Management – Contractor shall provide a monthly report for each site that records all irrigation repairs, controller programming, and status of overall system. The report shall be in a form and content acceptable to the City and shall be submitted with the monthly invoice. All turf areas shall be irrigated as required to maintain adequate growth and appearance.

- a) Inspection - Contractor shall conduct weekly irrigation system tests.

- b) Repairs - Contractor shall make all repairs within 24-hours of self-discovery or notification. Replacement of irrigation components shall be with originally installed materials of the same size and quantity. Substitutions must be approved by the City. All mainline repairs must be inspected and approved by the City.

b) Shrub Maintenance

1. Shape – All shrubs to be trimmed symmetrically in a natural form and proportion, but not to interfere with vehicular and pedestrian clearance, visibility and access, unless otherwise directed by the City's representative.
2. Fertilizer – Fertilize all ground cover and shrub beds in March with a 15-15-15 Type fertilizer.
3. Pre-emergent – To be completed two (2) times per year by the end of the first week of each of the following months of March and October.
4. Pruning – Prune shrubs to encourage healthy growth habits, natural form and proportion, symmetrical appearance and proper vertical and horizontal clearance.
5. Shearing – Only those plants specifically designated by the City's representative shall be sheared. These plants may also require additional thinning to maintain a healthy look and condition.

c) Ground Cover Maintenance

1. Trimming – All ground cover is to be trimmed not to interfere with irrigation operation or to encroach on to private property or right-of-way. All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain neat but natural

(not sheared) edges. All ground cover is to be kept a minimum of six (6) inches from, but not limited to, all tree, shrubs, walls and fences. All hillside ground cover shall be topped a minimum of six (6) times a year to maintain a height of no more than twelve (12) inches unless otherwise directed by City representative.

2. Fertilizer – Fertilize all ground cover and shrub beds in March with a 15-15-15 Type fertilizer.

3. Pre-emergent – To be completed two (2) times per year by the end of the first week of each of the following months of March and October; at the maximum allowable rate per the manufacturers labeled recommendation.

12. CLEAN-UP

- a) At no time will it be allowed to blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean.
- b) Contractor shall remove all debris resulting from the maintenance operations and dispose of it off-site at the time of occurrence.
- c) All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day.
- d) All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.
- e) All shrub areas not interplanted with ground cover will be raked clean of all leaves, dead branches, and debris a minimum of once a month.
- f) The Contractor shall provide a general clean-up operation on a weekly basis for the purpose of picking up papers, trash or debris which may accumulate in the landscape areas, caused by winds or normal conditions.
- g) Trashcans provided by City shall be emptied weekly (District #3 only). Contractor shall provide and install plastic liners for all trashcans at contractor's expense.

13. GENERAL LANDSCAPE MAINTENANCE

- a) Watering – A regular, deep watering program shall be accomplished to give the best results. The established turf should not be kept moist but should dry out somewhat between waterings. Allow turf to dry out before mowing. Provide watering schedule to City as required by this specification.

- b) Pest Control – Apply all pesticides necessary to control pests. Pests shall include, but are not limited to insects, diseases, vertebrates, snails and slugs.
- c) Fertilization – Shall be as described above for turf and planter areas. Contractor shall coordinate fertilizer applications with City for verification. All products must be applied per manufacturer's label and be suitable for the plants being fertilized.
- d) All turf areas shall be fertilized as specified. Contractor shall coordinate fertilizer scheduling with City. Application must be verified by City Landscape Inspector.
- e) Refurbishment of Turfgrass – Turf areas that thin out due to shading effect of trees, structures, foot traffic and irrigation problems, etc., will be reseeded with an approved grass seed to restore thinning areas, at no additional cost to the City throughout the year.
- f) Weed Control – Contractor shall maintain a turf free of weed infestations over ten (10) percent of total turf area at all times by either chemical or mechanical means. Pre-emergent herbicide applications shall be required to control crabgrass in all turf areas. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made, the turf should be well established and in a vigorous condition. All chemicals applied shall be recorded and coordinated with the City.
- g) String Trimmers – Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. **No string trimmers shall be used around trees.** A six (6) inch bare soil buffer zone shall be maintained around the circumference at the base of all trees, unless otherwise directed by City.

EXHIBIT B
Fee Schedule

(attached)

Exhibit B

FEE SCHEDULE #6: BREA - LANDSCAPE MAINTENANCE AT CITY RESERVOIR SITES

Bidder: Tropical Plaza Nursery, Inc.

Item	Reservoir Site	Quantity In Square Feet	Unit Price (weekly)	Total (Unit x 52)
1.	Berry Street Reservoir 545 N Berry Street	71,254	\$250.00	\$13,000.00
			Unit Price (monthly)	Total (Unit x 12)
2.	West Side Reservoir Site Drive	32,475	\$90.00	\$1,080.00
3.	East Side Reservoir Tonner Ridge Dr.	119,025	\$272.00	\$3,260.00
4.	Valencia Reservoir Valencia at Landfill	30,934	\$85.00	\$1,020.00
5.	830 Reservoir Valencia at Landfill	19,250	\$53.00	\$636.00

Total Schedule in words: Eighteen thousand nine hundred ninety six dollars and no cents
Total Schedule in figures: \$ 18,996.00

* Bidder declares that he or she has read and understands the scope of services

 Leslie T. Fields, President

Staff Information

Number of days per week: 1

Staff per day: 2

Total staff hours per day: 12

EXHIBIT C
Insurance Requirements

1. Summary. Insurance coverages shall comply with requirements set forth herein.
 - A. Rating Requirements. A /VII minimum.
 - B. Commercial General Liability (CGL) + (PCO)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - C. Automobile Liability Insurance (ALI) (any auto)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - d. Exception. Not required if no vehicles used except for deliveries.
 - D. Workers' Compensation (WC) and Employer's Liability (ELI)
 - a. Statutory limits for Worker's Compensation.
 - b. \$1,000,000 Minimum. Per accident for bodily injury or disease.
 - c. Additional Insured Endorsement. Not Required.
 - d. Waiver of Subrogation. Required.
 - e. Exception. Not required if no employees used for these Services.
2. General Requirements
 - A. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet these requirements, Contractor agrees to amend, supplement or endorse the policies to do so.
 - B. Without limiting Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the term of this Agreement, the following policies of insurance.
 - C. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.

- D. If Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

3. Coverages

A. Commercial General Liability (CGL)

- a. CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- b. Limits shall be no less than \$2,000,000 per occurrence.
- c. Products-Completed Operations (PCO)
Contractor shall procure and submit to the City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.

B. Automobile Liability Insurance (ALI)

- a. ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
- b. If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
 - i. A personal automobile liability policy for the contractor's own vehicle, if Contractor is a one-person operation; and
 - ii. A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

C. Workers' Compensation (WC)

- a. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- b. Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor has no employees who will be performing work on behalf of the City, Contractor must provide:
 - i. A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will

comply with such provisions before commencing the performance of the work of this contract; and

- ii. A certification that Contractor does not employ any individual(s) in the course and scope of business operations.

4. Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

A. Commercial General Liability & Contractors Pollution Liability

- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.
- b. Additional Insured Endorsements shall not:
 - Be limited to "Ongoing Operations".
 - Exclude "Contractual Liability".
 - Restrict coverage to the "Sole" liability of Contractor.
 - Exclude "Third-Party-Over Actions".
 - Contain any other exclusion contrary to this Agreement.
- c. Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.
- d. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

B. Auto Liability

- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor.
- b. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

- C. Workers' Compensation. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

5. Miscellaneous.

- A. Insurance Obligations of Contractor. The insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
- B. Notice of Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a 30 day written notice of cancellation has been served upon City except 10 days shall be allowed for non-payment of premium.
- C. Waiver of Subrogation. Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- D. Evidence of Insurance. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least 15 days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within 10 days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- F. Deductible or Self-Insured Retention. Any deductible or self-insured retention must be approved in writing by the City and shall protect the

indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

- G. Contractual Liability. The coverage provided shall apply to the obligations assumed by Contractor under the indemnity provisions of this Agreement.
- H. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
- I. In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.
- J. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.
- K. Claims Made Policies. If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of this Agreement and an extended reporting period shall be provided for a period of at least five years from termination or expiration of this Agreement.
- L. Insurance for Subcontractors. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

EXHIBIT D
Labor Code Requirements

1. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Services are on file at City Hall and will be made available to any interested party on request. By initiating any Work, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.
2. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty paid to the City, forfeit \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.
3. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. Contractor has 10 days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, Contractor shall forfeit \$100 for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
4. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.
5. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty paid to the City, forfeit \$25 for each worker employed in the performance of the Services by Contractor or by any subcontractor 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 Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than 1.5 times the basic rate of pay.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Services, Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Contractor or any subcontractor becomes debarred or suspended during the duration of this Agreement, Contractor shall immediately notify the City.
8. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.
9. The Services are subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.
10. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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."

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is dated [December 1, 2020] for reference purposes and is executed by the City of Brea ("City"), a California municipal corporation, and [Tropical Plaza Nursery, Inc.] ("Contractor"), a [California] [Corporation]. Contractor's CSLB license number is [519398]. Contractor's DIR registration number is [1000024636].

RECITALS

A. The City desires to retain Contractor as an independent contractor to provide landscape maintenance services at the following City facility or Landscape and Lighting Maintenance District: [Gateway Center].

B. Contractor represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. "Contract Administrator": Public Works Superintendent Bill Bowlus or a duly authorized designee.

B. "Contract Amount": [\$Sixteen Thousand, Four Hundred and Forty Dollars (\$16,440.00)].

C. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.

D. "Indemnitees": the City and its officers, employees, agents, and volunteers.

E. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.

F. "Labor Code Requirements": the Labor Code requirements set forth in the attached Exhibit D.

G. "Liabilities": actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.

H. "Services": the tasks set forth in the attached Exhibit A.

2. Services.

A. General Requirements. Contractor shall perform the Services in a timely, regular basis in accordance with applicable laws. Time is of the essence in the performance of this Agreement.

B. Labor Code Requirements. Contractor acknowledges that the Services are a "public work" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.). Contractor shall comply with the Labor Code Requirements.

C. Performance Standard. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City. Contractor shall consult the Contract Administrator for any decisions that must be made by the City.

D. Customer Care. While fulfilling the terms of this Agreement, Contractor is performing as a representative of City and shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to the Contract Administrator.

E. Cooperation. In the event any claim is brought against the City relating to Contractor's performance of the Services, Contractor shall provide any reasonable assistance and cooperation that the City might require.

3. Term.

A. Base Term. The base term of this Agreement shall be for four and one-half years, commencing on January 1, 2021 and expiring on June 30, 2025, unless extended or earlier terminated as provided herein.

B. Extension Options. The City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The one-year extension options may be exercised sequentially or concurrently. To exercise an extension option, the City shall give written notice to Contractor at least 30 days prior to the then-scheduled expiration date.

C. City Manager Authority. The City Manager may exercise extension options without prior City Council approval if both of the following conditions are satisfied: (i) the compensation to be paid Contractor for the applicable extension period has been approved and is included in a City Council-approved budget; and (ii) Contractor is not in breach of this Agreement.

D. Termination. If either party breaches this Agreement and fails to cure such breach within seven days of written notice, then the non-breaching party may immediately terminate this Agreement for cause. Additionally, the City may terminate this Agreement for convenience upon 60 days prior written notice to Contractor.

4. Compensation.

A. Full Satisfaction. The City shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Contractor under this Agreement exceed the Contract Amount.

B. Invoices. Contractor shall submit monthly invoices to the City for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 30 days of receipt of each invoice, the City shall pay all undisputed amounts on the invoice. City shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.

C. CPI Adjustment: Subject to paragraph D below, starting July 1, 2022, and on an annual basis thereafter, the Fee Schedule shall be adjusted using the Consumer Price index for all Urban Consumers for the Los Angeles, Riverside, Anaheim Metropolitan Area (CPI-U) for the most recent twelve (12) months ending on December 31st prior to the July 1 rate adjustment based on data available from the United States Bureau of Labor Statistics.

D. Council Approval Requirement. The Fee Schedule shall not be revised during the term of this Agreement (including any extension periods) without prior approval by the City Council.

5. Independent Contractor Status. Contractor is, and shall at all times remain as to the City, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or to act otherwise on behalf of the City as an agent. Neither the City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.

6. PERS Compliance. Contractor acknowledges that the City is a local agency member of California's Public Employees' Retirement System ("PERS"), and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to the City to perform the Services, Contractor shall assure compliance with the Public Employees' Retirement Law (Government Code § 20000 et seq.) and the Public Employees' Pension Reform Act of 2013 (Government Code 7522 et seq.). Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause the City to be in violation of the applicable retirement laws and regulations.

7. Indemnification.

A. **Requirement.** Contractor shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Contractor or its subcontractors in connection with this Agreement.

B. **Scope.** Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the City. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by consensus of the parties.

C. **Survival.** Contractor's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

8. Insurance. Without limiting Contractor's defense, hold harmless, and indemnification obligations under this Agreement, Contractor shall maintain policies of insurance as specified in the Insurance Requirements.

9. Accounting Records. During the term of this Agreement and for a period of three years after termination or expiration, Contractor shall maintain all accounting and financial records related to this Agreement in accordance with generally accepted accounting practices, and shall keep and make records available for inspection and audit by City representatives upon reasonable written notice.

10. Suspension. The Contract Administrator may suspend all or any part of the Services for the City's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Contractor.

11. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City
City of Brea
545 N. Berry St.
Brea, CA 92821
Attn: Bill Bowlus
E-mail: BillB@ci.brea.ca.us

Contractor
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park, California 92861
Attn: Leslie Fields, President
E-mail: lesliefields@tropicalplaza.com

12. Assignability. Contractor shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the City Manager's

prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Contractor from utilizing subcontractors identified in Contractor's proposal for the Services. Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

13. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Orange County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

14. Exhibits. The attached Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

15. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

16. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their duly authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of Government Code Section 16.5.

[contractor name]



[use this signature block if contractor is a corporation]

☐ Chairperson ☒ President
☐ Vice President



☒ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☒ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if contractor is a limited liability company]

Manager

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Marty Simonoff, Mayor

Attest:

Lillian Harris-Neal, City Clerk

EXHIBIT A
Scope of Services

(attached)

SECTION VII
JOINT GENERAL SPECIFICATIONS

SECTION V – JOINT GENERAL SPECIFICATIONS

I. DESCRIPTION OF PROJECTS

The purpose of this RFP is to contract with a contractor(s) to perform mowing, edging, landscape and irrigation maintenance tasks at various sites in the City of Brea and the City of La Habra.

The mowing and edging will be completed based on frequencies in the GENERAL SPECIFICATIONS and SPECIFIC BID SPECIFICATIONS for the respective areas. The landscape maintenance will consist of mowing, edging, weeding, fertilizing, pest control and only specific bids have irrigation system maintenance and repair. Irrigation water consumption will be closely monitored. Money will be deducted from invoices for excessive water usage. A large majority of the work will be maintaining the condition of shrubs and ground cover on slopes, medians, and at City facilities. A small amount of tree pruning will be required to clear property lines, separate plant material, maintain safe passage on sidewalks, etc. The Contractor will be responsible to maintain plant material clearance around fences, building, valve boxes, and other obstacles.

All sites in the City of Brea and City of La Habra, must be visited weekly for weeds, trash, dead plants, debris and blowing.

*****City of Brea and City of La Habra water restrictions will govern all irrigation schedules.***

1. SCOPE OF WORK

The work to be done consists of furnishing all materials, implements, machinery, equipment, tools, supplies, transportation, incidentals and labor necessary to the prosecution and completion of the work as required by all specifications, and as directed by the Director of Public Works or a designee.

2. LICENSE AND PERMITS

The Contractor shall have and maintain a **valid C-27 Contractor's license**. All applications of pesticides shall be done in compliance with governmental requirements. Applications of such materials shall be done by personnel licensed by the State of California, Department of Pesticide Regulation. Contractor will obtain any permits required by local governmental agency for the use of special chemicals. For work in the City of Brea, the Contractor and any subcontractor will also be required to secure and maintain a valid **City of Brea Business License**. The Contractor also will be required to obtain an Encroachment permit for work on Valencia and Imperial Highway from Caltrans

paid for on a separate invoice by the City of Brea. For work in the City of La Habra, the Contractor will be required to secure and maintain a valid **City of La Habra Business License**. The Contractor will also be required to obtain an Encroachment permit from Caltrans for work on Beach Boulevard, Imperial Highway (from Beach to Harbor), and Whittier Boulevard and will be paid for on a separate invoice by the City of La Habra.

3. DRESS CODE AND APPEARANCE

The Contractor shall be required to provide uniforms for personnel assigned to the project. Sufficient changes shall be provided to present a neat and clean appearance of the personnel at all times. Contractor personnel shall wear uniforms with Company name and Employee name at all times. Contractor to provide Personal Protective Equipment (PPE) as required.

4. EXTRA WORK

In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:

Contractor must use separate crews to provide all extra work; may not use regular maintenance crews. Regular maintenance work shall be completed in conjunction with extra work and cannot be postponed to complete extra work. Failure to comply with this requirement shall result in a deficiency deduction.

When required by City Representative or Landscape Inspector, an estimate of cost will be submitted for approval prior to work being done.

- a) Work will be executed under the direction of the City on a time-and-materials basis or an agreed lump sum price depending on the nature of the work.
- b) Extra work will not be initiated without written authorization, except in emergency call-out situations.
- c) Extra work may include, but not be limited to, the following:
 - 1. Replacement of plant materials due to failures beyond the Contractor's control.
 - 2. Additional treatment required for planting or soil as not set forth specifically in this Specification.
 - 3. Repairs or replacement of irrigation system.
 - 4. Remedial landscaping.
 - 5. Repairs or replacements due to vandalism or Acts of God.

- d) Labor costs shall be based on the prevailing wage scale for each type of workman. Employee payments for payroll taxes and insurance, health and welfare, pension, vacation, and other direct labor costs to be included.
- e) Material cost shall be the actual cost of materials purchased by the Contractor and used for the extra work, including sales taxes, freight, and delivery charges.
- f) Submittals for Extra-Work Authorization shall include the following and be provided to the City within three (3) business days:
 - 1. Complete price for all labor and materials, itemized.
 - 2. Proposed schedule and completion date.

5. PROJECT INSPECTIONS

Weekly, the Contractor's direct field crew supervisor and next higher representative if deemed will walk the project with the City representative for the purpose of determining compliance with the Specifications or to discuss required work. Contractor representative must be authorized to sign documents and effect changes to the job.

6. VEHICLES

Contractor vehicles must be parked to allow normal and vehicular traffic; comply with OSHA, CAL-OSHA, and W.A.T.C.H. regulations. Vehicles shall display the company name and equipment shall be in good repair and not be older than 10 years.

7. SAFETY

Contractor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (CalOSHA), Federal Occupational and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable governmental law or City risk management standards. Traffic control will be per the "WATCH" book. The contractor will ensure the safety of all park users when working.

8. REPORTS AND SCHEDULES

The Contractor, as part of this agreement, will submit reports and schedules as requested. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments or termination of contract. Such reports must be detailed and thorough and may include but not be limited to the following:

- a) Suggestions for improving problem areas, as needed, or as requested by City.

- b) Reports of work planned. Due weekly at meeting with City.
- c) Cost information to perform extra work for upgrading specific areas, as needed or as requested by City, pricing due in three (3) business days.
- d) Weekly Maintenance Schedule(s). Contractor shall provide a weekly maintenance schedule to the City.
- e) Seasonal Irrigation Schedule. Due at last weekly meeting of the month.
- f) Pesticide Use Reports. Due at last weekly meeting of the month.
- g) Accident Reports. Due within twenty-four (24) hours of accident.
- h) Incident Reports. Due within twenty-four (24) hours of incident.
- i) Hazard Reports. Due within twenty-four (24) hours of identification/discovery.
- j) Irrigation test reports. Due at last meeting of the month depending on type of site.
- k) Fertilize use reports. Due monthly at last weekly meeting of the month.

9. PROTECTION OF PROPERTY DURING INCLEMENT WEATHER

- a) The Contractor shall adjust work schedule to compensate for all holidays and inclement weather. During periods of storms, the Contractor will provide supervisory inspection of the project during regular hours to prevent or minimize possible damage from inclement weather (this includes having a representative in the City during rain events to inspect and clean areas that may have drainage issues or problem with vee-ditches). The Contractor shall submit a report identifying any storm damage to the City's representative attached to a site map identifying location of damage and cost estimate to repair/replace. If remedial work is required beyond the scope of this contract, it shall be paid for as extra work.
- b) Contractor's responsibility for removing branches and leaves downed by high winds or other typical or non-typical environment condition is as follows:
 - 1. Contractor must remove, at no additional cost, all debris on contracted property regardless of disposition of affected tree, shrub, or any other landscape related item, within 48 hours of notification or self-discovery.
 - 2. Leaves or other landscape which accumulates in street gutters adjacent to Contractor's area of work, shall be removed by Contractor at no additional charge to City.
 - 3. Debris inhibiting proper flow of water in V-ditches and other structures shall be removed weekly to prevent flooding or damage to property

4. Damage caused by or increased cost incurred by the City as a result of Contractor not maintaining site in satisfactory condition prior to inclement weather, will be charged to the Contractor.

10. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

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

If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any hazardous conditions and underground systems, i.e., utility lines. Contractor shall instill reasonable precaution when working in these areas. Any damage or problems shall be corrected or repaired at Contractor's expense and reported immediately to the City.

11. CITY LIAISON

The City and the Contractor's will meet on a weekly basis with each City's representative. The purpose of this meeting will be to discuss specific project problems. More frequent contact may be required between the City Landscape Inspector and the Contractor's representative separately from these meetings. The Contractor's representative or direct crew supervisor is expected to be available by phone to address any daily needs.

12. SPECIAL REQUESTS

The Contractor may be requested by the City to perform special tasks which are above his normal scheduled work. It is intended that Special Requests be considered an extra work item unless the City determines that the Special Request is a direct result of neglect on the part of the Contractor.

13. SUPERVISION AND SPECIAL SKILLS

The Contractor shall assign a supervisor working regular working hours for the duration of this Contract. The Contractor shall have a minimum of five (5) years' experience in landscape maintenance supervision. The Contractor shall have expertise and experience in turf management, entomology, pest control, soils, fertilizers, plant identification, and irrigation system maintenance. The crew supervisor shall be capable of communicating effectively both in written and spoken English.

Each Contractor's working crews shall also have a responsible lead man who may represent Contractor to discuss the work in English with the Director of Public Works, or their designated representative, within twenty-four (24) hours of notification from the Director of Public Works, or his designated representative.

14. PESTICIDES

- a) General: All materials shall be in strict accordance and applied within the EPA regulations and the California Department of Pesticide Regulation. Current pesticide use recommendations made by a licensed Pest Control Advisor must be provided to the City prior to the application of any pesticide on City maintained areas.
- b) The application of pesticides and other chemicals shall be recorded on the Pesticide Use Form and coordinated with City Landscape Inspector.

15. CONTRACTOR NEGLECT

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

16. SCHEDULING OF OPERATIONS

The Contractor shall perform his work at such times as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. Examples of this would be early morning mowing or irrigation checks, etc. The Contractor shall submit a Maintenance Schedule describing maintenance operations and when work and applications of chemicals/fertilizers will be accomplished. Schedule shall be submitted weekly. Annual schedule of work force and maintenance tasks shall be submitted to City July 1, of every year of the contract, prior to starting any maintenance operations. All forms and schedules shall be of a format supplied by, or approved by, City. In addition, if there is a permanent change to the work force size at any time during the year the City shall be notified immediately.

17. SOUND CONTROL REQUIREMENTS

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

18. ADDITIONS/DELETIONS TO CITY LANDSCAPE AREAS

Changes in the areas to be maintained may be made as the City accepts new areas and/or relinquishes currently maintained areas. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change. Costs to add or delete landscape maintenance areas shall be made on a per square foot cost for planter maintenance or turf mowed per bid pricing or similarly sized landscape area. The City reserves the right to delete any site from the contract with thirty (30) days written notice.

19. ADDITIONS/DELETIONS TO GENERAL MAINTENANCE SPECIFICATIONS

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

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

20. LIQUIDATED DAMAGES; NONPERFORMANCE

- a) Contractor may be assessed penalties by City up to one hundred percent (100%) of the monthly value of a site for nonperformance and up to sixty percent (60%) of the monthly value of a site for substandard performance. Such penalties shall be assessed at the discretion of the City. Contractor shall be notified of any penalties in accordance with the terms of this Contract.
- b) Contractor shall be notified of service failure by delivery of a "Performance Deficiency Notification" form to Contractor by City. Said notice will serve as formal notification that Contractor has incurred a service deficiency sufficiently material that contract termination may result if satisfactory corrective action is not taken by Contractor.

The Performance Deficiency Notification will contain the acceptable time period for service correction. Upon Deficiency Notification, the correction will either be accepted or rejected. If accepted, part or all of the penalties may be waived, regardless of whether City has incurred loss as a result of said service failure.

Contractor will be notified of correction acceptance status by delivery of a Performance Deficiency Status Memorandum. Should correction not be accepted, a separate additional Performance Deficiency Notification will be delivered to Contractor, thus increasing the number of Deficiency Notices received by Contractor.

E. BREA - GATEWAY CENTER

MOWING AND LANDSCAPE MAINTENANCE AT GATEWAY CENTER

This Scope of Services is for mowing and landscape maintenance at the Gateway Center.

Additional Information

The turf is located on the west side of parking structure #2.

SPECIAL SPECIFICATIONS FOR LANDSCAPE MAINTENANCE AT GATEWAY CENTER

1. LANDSCAPE MAINTENANCE AREAS

Landscape maintenance Contractor's irrigation staff will be responsible for repair of all site irrigation from water meter and controller, through lateral lines and sprinkler heads (backflow devices and City mainlines are excluded). Landscape Contractor is fully responsible for irrigation controller programming. City water management directions must be implemented.

All Contractor-caused irrigation damage will be the responsibility of Contractor to repair within 24-hours of occurrence. Failure to do so will result in City repair and recouping of costs or liquidated damages. In addition, a Performance Deficiency Notice may be issued.

2. IRRIGATION/OPERATION AND MAINTENANCE

All landscaped areas shall be irrigated as required to maintain optimum growth and appearance.

3. IRRIGATION RESPONSIBILITIES

- a) The Contractor shall conduct monthly irrigation tests. The City may notify Contractor verbally or in writing if discovered damage or defects are found during City inspections of irrigation systems. Contractor shall make needed repairs within 24-hours of notification or self-discovery. Contractor shall submit irrigation test reports, on approved form, at weekly/monthly meeting based on type of site. Failure to submit required reports will result in issuance of a Performance Deficiency Notice.
- b) All irrigation systems shall be tested and inspected by the Contractor in accordance with the following:
 1. Operate all valves automatically.
 2. Visually inspect all irrigation heads for proper adjustment, operation, and leakage.

3. Review program and verify controller is operating correctly.
 4. Record water meter reading at time of test.
- c) All systems shall be adjusted in order to:
1. Provide adequate coverage of all landscape areas.
 2. Prevent excessive runoff and/or erosion.
 3. Prevent watering roadways, walkways, trails, fences and private property.
 4. Prevent saturated conditions.
- d) All system malfunctions, damage, and obstructions shall be recorded and corrective action taken per specifications. A report of required systems testing shall be submitted to the City.
- e) In addition to required testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported, daily if necessary.
1. Repair malfunctioning controllers, quick couplers, manual or automatic valves and sprinkler heads within twenty-four (24) hours of notification or self-discovery. Provide backup or temporary controller should repair of City controller be required.
 2. The Contractor shall turn off irrigation system during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.
 3. Once the City Landscape Inspector acknowledges the necessity to turn on the water again, all controllers shall be activated within twenty-four (24) hours.
 4. Failure to turn off controller during rain, or activate following instruction by City to do so will result in the issuance of a Performance Deficiency Notification.

4. MATERIALS

- a) All replacement materials are to be with original types and model materials, unless City representative approves a substitute.
- b) Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.
- c) Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.

- d) Repairs of equipment or property damaged by Contractor or as a result of an error or omission by Contractor shall not be submitted to City for payment and are the responsibility of the Contractor.
- e) All materials are to be new and identical to existing materials, unless directed otherwise by the City representative. All new irrigation heads installed shall be fitted with appropriate nozzle to match precipitation rate of head being replaced.
- f) Changes to sprinkler systems are to be designed to achieve matched precipitation rates.

5. WATER MANAGEMENT

- a) All systems shall be programmed weekly or as needed to maintain plants in a healthy, vigorous condition.
- b) All program changes shall be recorded and submitted on City approved form.
- c) Water meter reading for each system is to be submitted with irrigation test report.
- d) Controller program is to be sufficient to keep the landscape healthy without excessive water use.
- e) Controller programs shall incorporate the following conditions:
 - 1. Meet City Water Management requirements.
 - 2. Avoid weekend watering when possible.
 - 3. Maximize repeat operations.
 - 4. Minimize station run times.
 - 5. Reflect actual evapotranspiration (E.T.) requirements.
 - 6. Reflect actual requirements of soil and plants.
 - 7. Eliminate runoff into streets, sidewalks, and other non-target areas.
 - 8. Provide sufficient time for soil to dry out between irrigations.
 - 9. Maximize community use of City property.

6. WEED & PEST CONTROL

a) General – Control of horticulturally damaging plant pests (insects, diseases, vertebrates and mites) shall be the responsibility of the Contractor. Written recommendations by a licensed California Agricultural Pest Control Adviser are required to be submitted to the City prior to any application of pesticides. Control shall mean the prevention or eradication of any pest to the satisfaction of the City. The City may determine an acceptable level of impact by any pest and adjust the pest control program of the Contractor accordingly. Proper cultural practices shall be a part of the Contractor's pest control program. Failure to prevent, treat, or manage any pest infestation that results in loss of plant material or creates a risk to public health and safety may be remedied by the City at Contractor's expense in the form of a reduction in payment.

b) Landscaped areas (shrub and ground cover)

1. Weed control

a) All landscaped areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label and State Regulations.

b) All areas within boundaries of site, which are not landscaped, shall be treated monthly to eliminate weeds.

2. Snail control – Snails shall be controlled on an as-needed basis on all plant material, as determined by the City.

3. Insect and disease control

c) Turf

1. Weed control

a) When weed population is excessive as determined by City, an appropriate herbicide shall be applied in accordance with all label specifications.

b) In all areas prone to weed intrusion, applications of appropriately labeled pre-emergent herbicide shall be required.

2. Insect and disease control

a) All turf areas with fungus infection shall be treated with an appropriate fungicide as directed by City.

- b) All other insect, disease and fungus problems will be treated on a site-and-need-specific basis with the knowledge and consent of the City.
- c) Damaged turf caused by disease shall be repaired or replaced at no extra cost to the City.

7. RODENT CONTROL

Contractor shall be responsible for the eradication and control of all rodents, as necessary, on a continual basis. All mounds, burrows, or other damage shall be repaired by Contractor as required by City. Failure to successfully manage pests will result in city performing work and deducting cost from monthly payments.

8. WEED CONTROL OF PAVED SURFACES

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

9. LANDSCAPE IMPROVEMENT MAINTENANCE

Landscape improvement maintenance shall include shrubs, ground cover, irrigation, and drainage structures. Slope maintenance includes the pruning of shrubs and routine pruning to maintain a neat appearance. Remove weeds that are not controlled by herbicides before size or abundance become a cause of complaint. Generally, weeds that exceed 3-5 inches in height, or predominate a bare area, are unacceptable. Keep all areas in a neat, clean and well-maintained condition at all times.

Maintain all drainage structures to avoid obstruction at all times. Keep sidewalks free of obstructions, water, mud, algae, slime, leaves or other potentially hazardous debris at all times. Keep adjacent plant material from encroaching public right-of-way.

10. GUARANTEE AND/OR REPLACEMENT POLICY

All new plant material and irrigation installations or repairs shall be guaranteed for a period of one (1) calendar year except due to "Act of God," i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants shall be inspected and approved by City prior to installation. All landscape or irrigation installations or repairs shall confirm to Landscape and Irrigation Specifications accepted by Director of Maintenance Services or his designee.

11. LANDSCAPE MAINTENANCE (All landscaped areas)

a) Turf

1. Mowing – The contractor shall mow all turf grass with properly sharpened and maintained equipment in a manner that ensures a smooth surface without ridges, depressions or scalping. Mowing patterns shall be alternated on a weekly basis.
2. Frequency – Turf grass shall be mowed 42 times per year as City schedules.
3. Height – Mowing heights will be determined by the Park Supervisor. Turf grass mowing heights may be adjusted by the City during turf grass renovations, special events, or if deemed necessary to promote the health and vigor of the grass.
4. Machine Type – Warm/cool season turf blends may be mowed with rotary or reel type mowers. All warm season turf grasses shall be cut with reel type mowers, unless otherwise approved by City. All cool season turf grasses shall be cut with rotary type mowers. The City encourages the use of mulching mowers whenever possible. Flail mowers may be used only by specific approval of the City.
5. Clippings – All clippings shall be efficiently mulched to leave no visible trace or picked up and removed to a designated dumping site. At no time shall unsightly clippings be left following mowing operation.
6. Edging – All edges of turf shall be mechanically edged. Turf grass edging and trimming shall be performed weekly at the time of mowing. All clippings shall be removed before vacating the site. All edging shall be done with a power edger containing a steel blade. In certain situations where a string trimmer may be more effective, the City may allow its use.
7. Weeds – All turf grass areas shall be kept free of weeds at all times. Weed removal shall consist of complete eradication or removal of all weeds including top growth and roots.
8. Pre-emergent Herbicide – Pre-emergent herbicides labeled for use on turf shall be applied one time per year.
9. Fertilizer – Fertilizer application will be in April and October with a 16-6-8 Type fertilizer. The Contractor shall notify the City in writing five (5) working days prior to any fertilizer application. **This notification shall include the following: Location and exact date the fertilizer application will be performed; type of fertilizer and method of application to be used.** The Contractor shall immediately notify the City so irrigation can be scheduled. All fertilizer

applications shall be performed with properly calibrated equipment to provide a uniform application. All fertilizer shall be removed from hardscape and other non-target areas. Any damage or streaking of turf shall be repaired at no cost to City.

10. Irrigation Management – Contractor shall provide a monthly report for each site that records all irrigation repairs, controller programming, and status of overall system. The report shall be in a form and content acceptable to the City and shall be submitted with the monthly invoice. All turf areas shall be irrigated as required to maintain adequate growth and appearance.

- a) Inspection - Contractor shall conduct weekly irrigation system tests.

- b) Repairs - Contractor shall make all repairs within 24-hours of self-discovery or notification. Replacement of irrigation components shall be with originally installed materials of the same size and quantity. Substitutions must be approved by the City. All mainline repairs must be inspected and approved by the City.

b) Shrub Maintenance

1. Shape – All shrubs to be trimmed symmetrically in a natural form and proportion, but not to interfere with vehicular and pedestrian clearance, visibility and access, unless otherwise directed by the City's representative.
2. Fertilizer – Fertilize all ground cover and shrub beds in March with a 15-15-15 Type fertilizer.
3. Pre-emergent – To be completed two (2) times per year by the end of the first week of each of the following months of March and October.
4. Pruning – Prune shrubs to encourage healthy growth habits, natural form and proportion, symmetrical appearance and proper vertical and horizontal clearance.
5. Shearing – Only those plants specifically designated by the City's representative shall be sheared. These plants may also require additional thinning to maintain a healthy look and condition.

c) Ground Cover Maintenance

1. Trimming – All ground cover is to be trimmed not to interfere with irrigation operation or to encroach on to private property or right-of-way. All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain neat but natural (not sheared) edges. All ground cover is to be kept a minimum of six (6) inches

from, but not limited to, all tree, shrubs, walls and fences. All hillside ground cover shall be topped a minimum of six (6) times a year to maintain a height of no more than twelve (12) inches unless otherwise directed by City representative.

2. Fertilizer – Fertilize all ground cover and shrub beds four (4) times per year by the end of the first week of the following months of March, May, August and November.
3. Pre-emergent – To be completed two (2) times per year by the end of the first week of each of the following months of March and October; at the maximum allowable rate per the manufacturers labeled recommendation.

12. CLEAN-UP

- a) At no time will it be allowed to blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean.
- b) Contractor shall remove all debris resulting from the maintenance operations and dispose of it off-site at the time of occurrence.
- c) All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day.
- d) All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.
- e) All shrub areas not interplanted with ground cover will be raked clean of all leaves, dead branches, and debris a minimum of once a month.
- f) The Contractor shall provide a general clean-up operation on a weekly basis for the purpose of picking up papers, trash or debris which may accumulate in the landscape areas, caused by winds or normal conditions.
- g) Trashcans provided by City shall be emptied weekly (District #3 and #6 only). Contractor shall provide and install plastic liners for all trashcans at contractor's expense.

13. GENERAL LANDSCAPE MAINTENANCE

- a) Watering – A regular, deep watering program shall be accomplished to give the best results. The established turf should not be kept moist but should dry out somewhat between waterings. Allow turf to dry out before mowing. Provide watering schedule to City as required by this specification.

- b) Pest Control – Apply all pesticides necessary to control pests. Pests shall include, but are not limited to insects, diseases, vertebrates, snails and slugs.
- c) Fertilization – All landscaped areas shall be fertilized as specified. Contractor shall coordinate fertilizer applications with City for verification. All products must be applied per manufacturer's label and be suitable for the plants being fertilized.
- d) All turf areas shall be fertilized as specified. Contractor shall coordinate fertilizer scheduling with City. Application must be verified by City Landscape Inspector.
- e) Refurbishment of Turfgrass – Turf areas that thin out due to shading effect of trees, structures, foot traffic and irrigation problems, etc., will be reseeded with an approved grass seed to restore thinning areas, at no additional cost to the City throughout the year.
- f) Weed Control – Contractor shall maintain a turf free of weed infestations over ten (10) percent of total turf area at all times by either chemical or mechanical means. Pre-emergent herbicide applications shall be required to control crabgrass in all turf areas. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made, the turf should be well established and in a vigorous condition. All chemicals applied shall be recorded and coordinated with the City.
- g) String Trimmers – Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. **No string trimmers shall be used around trees.** A six (6) inch bare soil buffer zone shall be maintained around the circumference at the base of all trees, unless otherwise directed by City.

F. BREA - DISTRICTS 1, 3, 5, 6 AND 7

MOWING AND LANDSCAPE MAINTENANCE DISTRICTS 1, 3, 5, 6 AND 7 **(1 BID FEE SCHEDULE FOR EACH DISTRICT)**

This Scope of Services is for mowing and landscape maintenance in Brea's Landscape Maintenance District Nos. 1,3,5, 6, and 7.

Additional Information

Service days will be scheduled with staff for servicing before street sweeping.

SPECIAL SPECIFICATIONS FOR MOWING AND LANDSCAPE MAINTENANCE IN MAINTENANCE DISTRICTS 1, 3, 5, 6 AND 7

1. LANDSCAPE MAINTENANCE AREAS

Landscape maintenance Contractor's irrigation staff will be responsible for repair of all site irrigation from water meter and controller, through lateral lines and sprinkler heads (backflow devices and City mainlines are excluded). Landscape Contractor is fully responsible for irrigation controller programming. City water management directions must be implemented.

All Contractor-caused irrigation damage will be the responsibility of Contractor to repair within 24-hours of occurrence. Failure to do so will result in City repair and recouping of costs or liquidated damages. In addition, a Performance Deficiency Notice may be issued.

2. IRRIGATION/OPERATION AND MAINTENANCE

All landscaped areas shall be irrigated as required to maintain optimum growth and appearance. ***Irrigation person shall be a separate position and not included in the duties of regularly scheduled staff at the sites.***

3. IRRIGATION RESPONSIBILITIES

- a) The Contractor shall conduct monthly irrigation tests. The City may notify Contractor verbally or in writing if discovered damage or defects are found during City inspections of irrigation systems. Contractor shall make needed repairs within 24-hours of notification or self-discovery. Contractor shall submit irrigation test reports, on approved form, at weekly/monthly meeting based on type of site. Failure to submit the required reports will result in issuance of a Performance Deficiency Notice.
- b) All irrigation systems shall be tested and inspected by the Contractor in accordance with the following:

1. Operate all valves automatically.
 2. Visually inspect all irrigation heads for proper adjustment, operation, and leakage.
 3. Review program and verify controller is operating correctly.
 4. Record water meter reading at time of test.
- c) All systems shall be adjusted in order to:
1. Provide adequate coverage of all landscape areas.
 2. Prevent excessive runoff and/or erosion.
 3. Prevent watering roadways, walkways, trails, fences and private property.
 4. Prevent saturated conditions.
- d) All system malfunctions, damage, and obstructions shall be recorded and corrective action taken per specifications. A report of required systems testing shall be submitted to the City.
- e) In addition to required testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported, daily if necessary.
1. Repair malfunctioning controllers, quick couplers, manual or automatic valves and sprinkler heads within twenty-four (24) hours of notification or self-discovery. Provide backup or temporary controller should repair of City controller be required.
 2. The Contractor shall turn off irrigation system during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.
 3. Once the City Landscape Inspector acknowledges the necessity to turn on the water again, all controllers shall be activated within twenty-four (24) hours.
 4. Failure to turn off controller during rain, or activate following instruction by City to do so will result in the issuance of a Performance Deficiency Notification.

4. MATERIALS

- a) All replacement materials are to be with original types and model materials, unless City representative approves a substitute.
- b) Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.
- c) Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
- d) Repairs of equipment or property damaged by Contractor or as a result of an error or omission by Contractor shall not be submitted to City for payment and are the responsibility of the Contractor.
- e) All materials are to be new and identical to existing materials, unless directed otherwise by the City representative. All new irrigation heads installed shall be fitted with appropriate nozzle to match precipitation rate of head being replaced.
- f) Changes to sprinkler systems are to be designed to achieve matched precipitation rates.

5. WATER MANAGEMENT

- a) All systems shall be programmed weekly or as needed to maintain plants in a healthy, vigorous condition.
- b) All program changes shall be recorded and submitted on City approved form.
- c) Water meter reading for each system is to be submitted with irrigation test report.
- d) Controller program is to be sufficient to keep the landscape healthy without excessive water use.
- e) Controller programs shall incorporate the following conditions:
 - 1. Meet City Water Management requirements.
 - 2. Avoid weekend watering when possible.
 - 3. Maximize repeat operations.
 - 4. Minimize station run times.
 - 5. Reflect actual evapotranspiration (E.T.) requirements.

6. Reflect actual requirements of soil and plants.
7. Eliminate runoff into streets, sidewalks, and other non-target areas.
8. Provide sufficient time for soil to dry out between irrigations.
9. Maximize community use of City property.

6. WEED & PEST CONTROL

a) General – Control of horticulturally damaging plant pests (insects, diseases, vertebrates and mites) shall be the responsibility of the Contractor. Written recommendations by a licensed California Agricultural Pest Control Adviser are required to be submitted to the City prior to any application of pesticides. Control shall mean the prevention or eradication of any pest to the satisfaction of the City. The City may determine an acceptable level of impact by any pest and adjust the pest control program of the Contractor accordingly. Proper cultural practices shall be a part of the Contractor's pest control program. Failure to prevent, treat, or manage any pest infestation that results in loss of plant material or creates a risk to public health and safety may be remedied by the City at Contractor's expense in the form of a reduction in payment.

b) Landscaped areas (shrub and ground cover)

1. Weed control

a) All landscaped areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label and State Regulations.

b) All areas within boundaries of site, which are not landscaped, shall be treated monthly to eliminate weeds.

2. Snail control – Snails shall be controlled on an as-needed basis on all plant material, as determined by the City.

3. Insect and disease control

c) Turf

1. Weed control

a) When weed population is excessive as determined by City, an appropriate herbicide shall be applied in accordance with all label specifications.

- b) In all areas prone to weed intrusion, applications of appropriately labeled pre-emergent herbicide shall be required.

2. Insect and disease control

- a) All turf areas with fungus infection shall be treated with an appropriate fungicide as directed by City.
- b) All other insect, disease and fungus problems will be treated on a site-and-need-specific basis with the knowledge and consent of the City.
- c) Damaged turf caused by disease shall be repaired or replaced at no extra cost to the City.

7. RODENT CONTROL

Contractor shall be responsible for the eradication and control of all rodents, as necessary, on a continual basis. All mounds, burrows, or other damage shall be repaired by Contractor as required by City. Failure to successfully manage pests will result in city performing work and deducting cost from monthly payments.

8. WEED CONTROL OF PAVED SURFACES

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

9. LANDSCAPE IMPROVEMENT MAINTENANCE

Landscape improvement maintenance shall include shrubs, ground cover, irrigation, and drainage structures. Slope maintenance includes the pruning of shrubs and routine pruning to maintain a neat appearance. Remove weeds that are not controlled by herbicides before size or abundance become a cause of complaint. Generally, weeds that exceed 3-5 inches in height, or predominate a bare area, are unacceptable. Keep all areas in a neat, clean and well-maintained condition at all times.

Maintain all drainage structures to avoid obstruction at all times. Keep sidewalks free of obstructions, water, mud, algae, slime, leaves or other potentially hazardous debris at all times. Keep adjacent plant material from encroaching public right-of-way.

10. GUARANTEE AND/OR REPLACEMENT POLICY

All new plant material and irrigation installations or repairs shall be guaranteed for a period of one (1) calendar year except due to "Act of God," i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants shall be inspected and approved by

City prior to installation. All landscape or irrigation installations or repairs shall confirm to Landscape and Irrigation Specifications accepted by Director of Public Works or his designee.

11. LANDSCAPE MAINTENANCE (All landscaped areas)

a) Turf

1. Mowing – The contractor shall mow all turf grass with properly sharpened and maintained equipment in a manner that ensures a smooth surface without ridges, depressions or scalping. Mowing patterns shall be alternated on a weekly basis.
2. Frequency – Turf grass shall be mowed 42 times per year as City schedules.
3. Height – Mowing heights will be determined by the Park Supervisor. Turf grass mowing heights may be adjusted by the City during turf grass renovations, special events, or if deemed necessary to promote the health and vigor of the grass.
4. Machine Type – Warm/cool season turf blends may be mowed with rotary or reel type mowers. All warm season turf grasses shall be cut with reel type mowers, unless otherwise approved by City. All cool season turf grasses shall be cut with rotary type mowers. The City encourages the use of mulching mowers whenever possible. Flail mowers may be used only by specific approval of the City.
5. Clippings – All clippings shall be efficiently mulched to leave no visible trace or picked up and removed to a designated dumping site. At no time shall unsightly clippings be left following mowing operation.
6. Edging – All edges of turf shall be mechanically edged. Turf grass edging and trimming shall be performed weekly at the time of mowing. All clippings shall be removed before vacating the site. All edging shall be done with a power edger containing a steel blade. In certain situations where a string trimmer may be more effective, the City may allow its use.
7. Weeds – All turf grass areas shall be kept free of weeds at all times. Weed removal shall consist of complete eradication or removal of all weeds including top growth and roots.
8. Pre-emergent Herbicide – Pre-emergent herbicides labeled for use on turf shall be applied one time per year.
9. Fertilizer – Fertilizer application will be in April and October with a 16-6-8 Type fertilizer. The Contractor shall notify the City in writing five (5) working days prior

to any fertilizer application. **This notification shall include the following: Location and exact date the fertilizer application will be performed; type of fertilizer and method of application to be used.** The Contractor shall immediately notify the City so irrigation can be scheduled. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application. All fertilizer shall be removed from hardscape and other non-target areas. Any damage or streaking of turf shall be repaired at no cost to City.

10. Irrigation Management – Contractor shall provide a monthly report for each site that records all irrigation repairs, controller programming, and status of overall system. The report shall be in a form and content acceptable to the City and shall be submitted with the monthly invoice. All turf areas shall be irrigated as required to maintain adequate growth and appearance.

- a) Inspection - Contractor shall conduct weekly irrigation system tests.

- b) Repairs - Contractor shall make all repairs within 24-hours of self-discovery or notification. Replacement of irrigation components shall be with originally installed materials of the same size and quantity. Substitutions must be approved by the City. All mainline repairs must be inspected and approved by the City.

b) Shrub Maintenance

1. Shape – All shrubs to be trimmed symmetrically in a natural form and proportion, but not to interfere with vehicular and pedestrian clearance, visibility and access, unless otherwise directed by the City's representative.
2. Fertilizer – Fertilize all ground cover and shrub beds in March with a 15-15-15 Type fertilizer.
3. Pre-emergent – To be completed two (2) times per year by the end of the first week of each of the following months of March and October.
4. Pruning – Prune shrubs to encourage healthy growth habits, natural form and proportion, symmetrical appearance and proper vertical and horizontal clearance.
5. Shearing – Only those plants specifically designated by the City's representative shall be sheared. These plants may also require additional thinning to maintain a healthy look and condition.

c) Ground Cover Maintenance

1. Trimming – All ground cover is to be trimmed not to interfere with irrigation operation or to encroach on to private property or right-of-way. All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain neat but natural (not sheared) edges. All ground cover is to be kept a minimum of six (6) inches from, but not limited to, all tree, shrubs, walls and fences. All hillside ground cover shall be topped a minimum of six (6) times a year to maintain a height of no more than twelve (12) inches unless otherwise directed by City representative.
2. Fertilizer – Fertilize all ground cover and shrub beds in March with a 15-15-15 Type fertilizer.
3. Pre-emergent – To be completed two (2) times per year by the end of the first week of each of the following months of March and October; at the maximum allowable rate per the manufacturers labeled recommendation.

12. CLEAN-UP

- a) At no time will it be allowed to blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean.
- b) Contractor shall remove all debris resulting from the maintenance operations and dispose of it off-site at the time of occurrence.
- c) All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day.
- d) All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.
- e) All shrub areas not interplanted with ground cover will be raked clean of all leaves, dead branches, and debris a minimum of once a month.
- f) The Contractor shall provide a general clean-up operation on a weekly basis for the purpose of picking up papers, trash or debris which may accumulate in the landscape areas, caused by winds or normal conditions.
- g) Trashcans provided by City shall be emptied weekly (District #3 only). Contractor shall provide and install plastic liners for all trashcans at contractor's expense.

13. GENERAL LANDSCAPE MAINTENANCE

- a) Watering – A regular, deep watering program shall be accomplished to give the best results. The established turf should not be kept moist but should dry out somewhat between waterings. Allow turf to dry out before mowing. Provide watering schedule to City as required by this specification.
- b) Pest Control – Apply all pesticides necessary to control pests. Pests shall include, but are not limited to insects, diseases, vertebrates, snails and slugs.
- c) Fertilization – All landscaped areas shall be fertilized as specified. Contractor shall coordinate fertilizer applications with City for verification. All products must be applied per manufacturer's label and be suitable for the plants being fertilized.
- d) All turf areas shall be fertilized as specified. Contractor shall coordinate fertilizer scheduling with City. Application must be verified by City Landscape Inspector.
- e) Refurbishment of Turfgrass – Turf areas that thin out due to shading effect of trees, structures, foot traffic and irrigation problems, etc., will be reseeded with an approved grass seed to restore thinning areas, at no additional cost to the City throughout the year.
- f) Weed Control – Contractor shall maintain a turf free of weed infestations over ten (10) percent of total turf area at all times by either chemical or mechanical means. Pre-emergent herbicide applications shall be required to control crabgrass in all turf areas. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made, the turf should be well established and in a vigorous condition. All chemicals applied shall be recorded and coordinated with the City.
- g) String Trimmers – Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. **No string trimmers shall be used around trees.** A six (6) inch bare soil buffer zone shall be maintained around the circumference at the base of all trees, unless otherwise directed by City.

EXHIBIT B
Fee Schedule

(attached)

Exhibit B

FEE SCHEDULE #7: BREA - MOWING AND LANDSCAPE MAINTENANCE AT GATEWAY CENTER

Bidder: Tropical Plaza Nursery, Inc.

Item	Description	Quantity in Square Feet	Unit Price 1. Per mow 2. Per month	Total 1. Unit x 42 2. Unit x 12
1.	Mow at Gateway Center	180	\$50.00	\$2,100.00
2.	Weekly landscape maintenance at Gateway Center	162,490	\$ 995.00	\$11,940.00
3.	Irrigation system maintenance	162,670	\$200.00	\$2,400.00

Total Schedule in words: Sixteen thousand four hundred forty dollars and no cents
Total Schedule in figures: \$ 16,440.00

* Bidder declares that he or she has read and understands the scope of services


Leslie T. Fields, President

Staff Information

Number of days per week: 1

Staff per day: 3

Total staff hours per day: 11

EXHIBIT C
Insurance Requirements

1. Summary. Insurance coverages shall comply with requirements set forth herein.
 - A. Rating Requirements. A /VII minimum.
 - B. Commercial General Liability (CGL) + (PCO)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - C. Automobile Liability Insurance (ALI) (any auto)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - d. Exception. Not required if no vehicles used except for deliveries.
 - D. Workers' Compensation (WC) and Employer's Liability (ELI)
 - a. Statutory limits for Worker's Compensation.
 - b. \$1,000,000 Minimum. Per accident for bodily injury or disease.
 - c. Additional Insured Endorsement. Not Required.
 - d. Waiver of Subrogation. Required.
 - e. Exception. Not required if no employees used for these Services.
2. General Requirements
 - A. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet these requirements, Contractor agrees to amend, supplement or endorse the policies to do so.
 - B. Without limiting Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the term of this Agreement, the following policies of insurance.
 - C. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.

- D. If Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

3. Coverages

A. Commercial General Liability (CGL)

- a. CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- b. Limits shall be no less than \$2,000,000 per occurrence.
- c. Products-Completed Operations (PCO)
Contractor shall procure and submit to the City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.

B. Automobile Liability Insurance (ALI)

- a. ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
- b. If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
 - i. A personal automobile liability policy for the contractor's own vehicle, if Contractor is a one-person operation; and
 - ii. A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

C. Workers' Compensation (WC)

- a. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- b. Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor has no employees who will be performing work on behalf of the City, Contractor must provide:
 - i. A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will

- comply with such provisions before commencing the performance of the work of this contract; and
- ii. A certification that Contractor does not employ any individual(s) in the course and scope of business operations.
4. Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:
- A. Commercial General Liability & Contractors Pollution Liability
- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.
- b. Additional Insured Endorsements shall not:
- Be limited to "Ongoing Operations".
 - Exclude "Contractual Liability".
 - Restrict coverage to the "Sole" liability of Contractor.
 - Exclude "Third-Party-Over Actions".
 - Contain any other exclusion contrary to this Agreement.
- c. Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.
- d. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.
- B. Auto Liability
- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor.
- b. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

- C. Workers' Compensation. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

5. Miscellaneous.

- A. Insurance Obligations of Contractor. The insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
- B. Notice of Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a 30 day written notice of cancellation has been served upon City except 10 days shall be allowed for non-payment of premium.
- C. Waiver of Subrogation. Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- D. Evidence of Insurance. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least 15 days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within 10 days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- F. Deductible or Self-Insured Retention. Any deductible or self-insured retention must be approved in writing by the City and shall protect the

indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

- G. Contractual Liability. The coverage provided shall apply to the obligations assumed by Contractor under the indemnity provisions of this Agreement.
- H. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
- I. In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.
- J. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.
- K. Claims Made Policies. If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of this Agreement and an extended reporting period shall be provided for a period of at least five years from termination or expiration of this Agreement.
- L. Insurance for Subcontractors. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

EXHIBIT D
Labor Code Requirements

1. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Services are on file at City Hall and will be made available to any interested party on request. By initiating any Work, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.
2. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty paid to the City, forfeit \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.
3. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. Contractor has 10 days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, Contractor shall forfeit \$100 for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
4. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.
5. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty paid to the City, forfeit \$25 for each worker employed in the performance of the Services by Contractor or by any subcontractor 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 Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than 1.5 times the basic rate of pay.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Services, Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Contractor or any subcontractor becomes debarred or suspended during the duration of this Agreement, Contractor shall immediately notify the City.
8. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.
9. The Services are subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.
10. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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."

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is dated [December 1, 2020] for reference purposes and is executed by the City of Brea ("City"), a California municipal corporation, and [S.C. Yamamoto, Inc.] ("Contractor"), a [California] [Corporation]. Contractor's CSLB license number is [699477]. Contractor's DIR registration number is [1000015332].

RECITALS

A. The City desires to retain Contractor as an independent contractor to provide landscape maintenance services at the following City facility or Landscape and Lighting Maintenance District: [Maintenance District 1].

B. Contractor represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. "Contract Administrator": Public Works Superintendent Bill Bowlus or a duly authorized designee.

B. "Contract Amount": [\$ Twelve Thousand, Four Hundred and Eighty Dollars (\$12,480.00)] per year.

C. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.

D. "Indemnitees": the City and its officers, employees, agents, and volunteers.

E. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.

F. "Labor Code Requirements": the Labor Code requirements set forth in the attached Exhibit D.

G. "Liabilities": actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.

H. "Services": the tasks set forth in the attached Exhibit A.

2. Services.

A. General Requirements. Contractor shall perform the Services in a timely, regular basis in accordance with applicable laws. Time is of the essence in the performance of this Agreement.

B. Labor Code Requirements. Contractor acknowledges that the Services are a "public work" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.). Contractor shall comply with the Labor Code Requirements.

C. Performance Standard. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City. Contractor shall consult the Contract Administrator for any decisions that must be made by the City.

D. Customer Care. While fulfilling the terms of this Agreement, Contractor is performing as a representative of City and shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to the Contract Administrator.

E. Cooperation. In the event any claim is brought against the City relating to Contractor's performance of the Services, Contractor shall provide any reasonable assistance and cooperation that the City might require.

3. Term.

A. Base Term. The base term of this Agreement shall be for four and one-half years, commencing on January 1, 2021 and expiring on June 30, 2025, unless extended or earlier terminated as provided herein.

B. Extension Options. The City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The one-year extension options may be exercised sequentially or concurrently. To exercise an extension option, the City shall give written notice to Contractor at least 30 days prior to the then-scheduled expiration date.

C. City Manager Authority. The City Manager may exercise extension options without prior City Council approval if both of the following conditions are satisfied: (i) the compensation to be paid Contractor for the applicable extension period has been approved and is included in a City Council-approved budget; and (ii) Contractor is not in breach of this Agreement.

D. Termination. If either party breaches this Agreement and fails to cure such breach within seven days of written notice, then the non-breaching party may immediately terminate this Agreement for cause. Additionally, the City may terminate this Agreement for convenience upon 60 days prior written notice to Contractor.

4. Compensation.

A. Full Satisfaction. The City shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Contractor under this Agreement exceed the Contract Amount. .

B. Invoices. Contractor shall submit monthly invoices to the City for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 30 days of receipt of each invoice, the City shall pay all undisputed amounts on the invoice. City shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.

C. CPI Adjustment: Subject to paragraph D below, starting July 1, 2022, and on an annual basis thereafter, the Fee Schedule shall be adjusted using the Consumer Price index for all Urban Consumers for the Los Angeles, Riverside, Anaheim Metropolitan Area (CPI-U) for the most recent twelve (12) months ending on December 31st prior to the July 1 rate adjustment based on data available from the United States Bureau of Labor Statistics.

D. Council Approval Requirement. The Fee Schedule shall not be revised during the term of this Agreement (including any extension periods) without prior approval by the City Council.

5. Independent Contractor Status. Contractor is, and shall at all times remain as to the City, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or to act otherwise on behalf of the City as an agent. Neither the City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.

6. PERS Compliance. Contractor acknowledges that the City is a local agency member of California's Public Employees' Retirement System ("PERS"), and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to the City to perform the Services, Contractor shall assure compliance with the Public Employees' Retirement Law (Government Code § 20000 et seq.) and the Public Employees' Pension Reform Act of 2013 (Government Code 7522 et seq.). Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause the City to be in violation of the applicable retirement laws and regulations.

7. Indemnification.

A. **Requirement.** Contractor shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Contractor or its subcontractors in connection with this Agreement.

B. **Scope.** Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the City. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by consensus of the parties.

C. **Survival.** Contractor's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

8. Insurance. Without limiting Contractor's defense, hold harmless, and indemnification obligations under this Agreement, Contractor shall maintain policies of insurance as specified in the Insurance Requirements.

9. Accounting Records. During the term of this Agreement and for a period of three years after termination or expiration, Contractor shall maintain all accounting and financial records related to this Agreement in accordance with generally accepted accounting practices, and shall keep and make records available for inspection and audit by City representatives upon reasonable written notice.

10. Suspension. The Contract Administrator may suspend all or any part of the Services for the City's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Contractor.

11. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City
City of Brea
545 N. Berry St.
Brea, CA 92821
Attn: Bill Bowlus
E-mail: BillB@ci.brea.ca.us

Contractor
S. C. Yamamoto
2031 Emery Avenue
La Habra, California 90631
Attn: Shinsuke C. Yamamoto, President
E-mail: scyamamoto@scyamamoto.com

12. Assignability. Contractor shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the City Manager's

prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Contractor from utilizing subcontractors identified in Contractor's proposal for the Services. Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

13. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Orange County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

14. Exhibits. The attached Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.


15. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

16. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.


[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their duly authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of Government Code Section 16.5.

S.C. Yamamoto, Inc.



☐ Chairperson ☒ President
☐ Vice President



☒ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if contractor is a limited liability company]

Manager

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Marty Simonoff, Mayor

Attest:

Lillian Harris-Neal, City Clerk

EXHIBIT A
Scope of Services

(attached)

SECTION VII
JOINT GENERAL SPECIFICATIONS

SECTION V – JOINT GENERAL SPECIFICATIONS

I. DESCRIPTION OF PROJECTS

The purpose of this RFP is to contract with a contractor(s) to perform mowing, edging, landscape and irrigation maintenance tasks at various sites in the City of Brea and the City of La Habra.

The mowing and edging will be completed based on frequencies in the GENERAL SPECIFICATIONS and SPECIFIC BID SPECIFICATIONS for the respective areas. The landscape maintenance will consist of mowing, edging, weeding, fertilizing, pest control and only specific bids have irrigation system maintenance and repair. Irrigation water consumption will be closely monitored. Money will be deducted from invoices for excessive water usage. A large majority of the work will be maintaining the condition of shrubs and ground cover on slopes, medians, and at City facilities. A small amount of tree pruning will be required to clear property lines, separate plant material, maintain safe passage on sidewalks, etc. The Contractor will be responsible to maintain plant material clearance around fences, building, valve boxes, and other obstacles.

All sites in the City of Brea and City of La Habra, must be visited weekly for weeds, trash, dead plants, debris and blowing.

*****City of Brea and City of La Habra water restrictions will govern all irrigation schedules.***

1. SCOPE OF WORK

The work to be done consists of furnishing all materials, implements, machinery, equipment, tools, supplies, transportation, incidentals and labor necessary to the prosecution and completion of the work as required by all specifications, and as directed by the Director of Public Works or a designee.

2. LICENSE AND PERMITS

The Contractor shall have and maintain a **valid C-27 Contractor's license**. All applications of pesticides shall be done in compliance with governmental requirements. Applications of such materials shall be done by personnel licensed by the State of California, Department of Pesticide Regulation. Contractor will obtain any permits required by local governmental agency for the use of special chemicals. For work in the City of Brea, the Contractor and any subcontractor will also be required to secure and maintain a valid **City of Brea Business License**. The Contractor also will be required to obtain an Encroachment permit for work on Valencia and Imperial Highway from Caltrans

paid for on a separate invoice by the City of Brea. For work in the City of La Habra, the Contractor will be required to secure and maintain a valid **City of La Habra Business License**. The Contractor will also be required to obtain an Encroachment permit from Caltrans for work on Beach Boulevard, Imperial Highway (from Beach to Harbor), and Whittier Boulevard and will be paid for on a separate invoice by the City of La Habra.

3. DRESS CODE AND APPEARANCE

The Contractor shall be required to provide uniforms for personnel assigned to the project. Sufficient changes shall be provided to present a neat and clean appearance of the personnel at all times. Contractor personnel shall wear uniforms with Company name and Employee name at all times. Contractor to provide Personal Protective Equipment (PPE) as required.

4. EXTRA WORK

In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:

Contractor must use separate crews to provide all extra work; may not use regular maintenance crews. Regular maintenance work shall be completed in conjunction with extra work and cannot be postponed to complete extra work. Failure to comply with this requirement shall result in a deficiency deduction.

When required by City Representative or Landscape Inspector, an estimate of cost will be submitted for approval prior to work being done.

- a) Work will be executed under the direction of the City on a time-and-materials basis or an agreed lump sum price depending on the nature of the work.
- b) Extra work will not be initiated without written authorization, except in emergency call-out situations.
- c) Extra work may include, but not be limited to, the following:
 - 1. Replacement of plant materials due to failures beyond the Contractor's control.
 - 2. Additional treatment required for planting or soil as not set forth specifically in this Specification.
 - 3. Repairs or replacement of irrigation system.
 - 4. Remedial landscaping.
 - 5. Repairs or replacements due to vandalism or Acts of God.

- d) Labor costs shall be based on the prevailing wage scale for each type of workman. Employee payments for payroll taxes and insurance, health and welfare, pension, vacation, and other direct labor costs to be included.
- e) Material cost shall be the actual cost of materials purchased by the Contractor and used for the extra work, including sales taxes, freight, and delivery charges.
- f) Submittals for Extra-Work Authorization shall include the following and be provided to the City within three (3) business days:
 - 1. Complete price for all labor and materials, itemized.
 - 2. Proposed schedule and completion date.

5. PROJECT INSPECTIONS

Weekly, the Contractor's direct field crew supervisor and next higher representative if deemed will walk the project with the City representative for the purpose of determining compliance with the Specifications or to discuss required work. Contractor representative must be authorized to sign documents and effect changes to the job.

6. VEHICLES

Contractor vehicles must be parked to allow normal and vehicular traffic; comply with OSHA, CAL-OSHA, and W.A.T.C.H. regulations. Vehicles shall display the company name and equipment shall be in good repair and not be older than 10 years.

7. SAFETY

Contractor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (CalOSHA), Federal Occupational and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable governmental law or City risk management standards. Traffic control will be per the "WATCH" book. The contractor will ensure the safety of all park users when working.

8. REPORTS AND SCHEDULES

The Contractor, as part of this agreement, will submit reports and schedules as requested. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments or termination of contract. Such reports must be detailed and thorough and may include but not be limited to the following:

- a) Suggestions for improving problem areas, as needed, or as requested by City.

- b) Reports of work planned. Due weekly at meeting with City.
- c) Cost information to perform extra work for upgrading specific areas, as needed or as requested by City, pricing due in three (3) business days.
- d) Weekly Maintenance Schedule(s). Contractor shall provide a weekly maintenance schedule to the City.
- e) Seasonal Irrigation Schedule. Due at last weekly meeting of the month.
- f) Pesticide Use Reports. Due at last weekly meeting of the month.
- g) Accident Reports. Due within twenty-four (24) hours of accident.
- h) Incident Reports. Due within twenty-four (24) hours of incident.
- i) Hazard Reports. Due within twenty-four (24) hours of identification/discovery.
- j) Irrigation test reports. Due at last meeting of the month depending on type of site.
- k) Fertilize use reports. Due monthly at last weekly meeting of the month.

9. PROTECTION OF PROPERTY DURING INCLEMENT WEATHER

- a) The Contractor shall adjust work schedule to compensate for all holidays and inclement weather. During periods of storms, the Contractor will provide supervisory inspection of the project during regular hours to prevent or minimize possible damage from inclement weather (this includes having a representative in the City during rain events to inspect and clean areas that may have drainage issues or problem with vee-ditches). The Contractor shall submit a report identifying any storm damage to the City's representative attached to a site map identifying location of damage and cost estimate to repair/replace. If remedial work is required beyond the scope of this contract, it shall be paid for as extra work.
- b) Contractor's responsibility for removing branches and leaves downed by high winds or other typical or non-typical environment condition is as follows:
 - 1. Contractor must remove, at no additional cost, all debris on contracted property regardless of disposition of affected tree, shrub, or any other landscape related item, within 48 hours of notification or self-discovery.
 - 2. Leaves or other landscape which accumulates in street gutters adjacent to Contractor's area of work, shall be removed by Contractor at no additional charge to City.
 - 3. Debris inhibiting proper flow of water in V-ditches and other structures shall be removed weekly to prevent flooding or damage to property

4. Damage caused by or increased cost incurred by the City as a result of Contractor not maintaining site in satisfactory condition prior to inclement weather, will be charged to the Contractor.

10. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

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

If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any hazardous conditions and underground systems, i.e., utility lines. Contractor shall instill reasonable precaution when working in these areas. Any damage or problems shall be corrected or repaired at Contractor's expense and reported immediately to the City.

11. CITY LIAISON

The City and the Contractor's will meet on a weekly basis with each City's representative. The purpose of this meeting will be to discuss specific project problems. More frequent contact may be required between the City Landscape Inspector and the Contractor's representative separately from these meetings. The Contractor's representative or direct crew supervisor is expected to be available by phone to address any daily needs.

12. SPECIAL REQUESTS

The Contractor may be requested by the City to perform special tasks which are above his normal scheduled work. It is intended that Special Requests be considered an extra work item unless the City determines that the Special Request is a direct result of neglect on the part of the Contractor.

13. SUPERVISION AND SPECIAL SKILLS

The Contractor shall assign a supervisor working regular working hours for the duration of this Contract. The Contractor shall have a minimum of five (5) years' experience in landscape maintenance supervision. The Contractor shall have expertise and experience in turf management, entomology, pest control, soils, fertilizers, plant identification, and irrigation system maintenance. The crew supervisor shall be capable of communicating effectively both in written and spoken English.

Each Contractor's working crews shall also have a responsible lead man who may represent Contractor to discuss the work in English with the Director of Public Works, or their designated representative, within twenty-four (24) hours of notification from the Director of Public Works, or his designated representative.

14. PESTICIDES

- a) General: All materials shall be in strict accordance and applied within the EPA regulations and the California Department of Pesticide Regulation. Current pesticide use recommendations made by a licensed Pest Control Advisor must be provided to the City prior to the application of any pesticide on City maintained areas.
- b) The application of pesticides and other chemicals shall be recorded on the Pesticide Use Form and coordinated with City Landscape Inspector.

15. CONTRACTOR NEGLECT

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

16. SCHEDULING OF OPERATIONS

The Contractor shall perform his work at such times as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. Examples of this would be early morning mowing or irrigation checks, etc. The Contractor shall submit a Maintenance Schedule describing maintenance operations and when work and applications of chemicals/fertilizers will be accomplished. Schedule shall be submitted weekly. Annual schedule of work force and maintenance tasks shall be submitted to City July 1, of every year of the contract, prior to starting any maintenance operations. All forms and schedules shall be of a format supplied by, or approved by, City. In addition, if there is a permanent change to the work force size at any time during the year the City shall be notified immediately.

17. SOUND CONTROL REQUIREMENTS

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

18. ADDITIONS/DELETIONS TO CITY LANDSCAPE AREAS

Changes in the areas to be maintained may be made as the City accepts new areas and/or relinquishes currently maintained areas. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change. Costs to add or delete landscape maintenance areas shall be made on a per square foot cost for planter maintenance or turf mowed per bid pricing or similarly sized landscape area. The City reserves the right to delete any site from the contract with thirty (30) days written notice.

19. ADDITIONS/DELETIONS TO GENERAL MAINTENANCE SPECIFICATIONS

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

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

20. LIQUIDATED DAMAGES; NONPERFORMANCE

- a) Contractor may be assessed penalties by City up to one hundred percent (100%) of the monthly value of a site for nonperformance and up to sixty percent (60%) of the monthly value of a site for substandard performance. Such penalties shall be assessed at the discretion of the City. Contractor shall be notified of any penalties in accordance with the terms of this Contract.
- b) Contractor shall be notified of service failure by delivery of a "Performance Deficiency Notification" form to Contractor by City. Said notice will serve as formal notification that Contractor has incurred a service deficiency sufficiently material that contract termination may result if satisfactory corrective action is not taken by Contractor.

The Performance Deficiency Notification will contain the acceptable time period for service correction. Upon Deficiency Notification, the correction will either be accepted or rejected. If accepted, part or all of the penalties may be waived, regardless of whether City has incurred loss as a result of said service failure.

Contractor will be notified of correction acceptance status by delivery of a Performance Deficiency Status Memorandum. Should correction not be accepted, a separate additional Performance Deficiency Notification will be delivered to Contractor, thus increasing the number of Deficiency Notices received by Contractor.

F. BREA - DISTRICTS 1, 3, 5, 6 AND 7

MOWING AND LANDSCAPE MAINTENANCE DISTRICTS 1, 3, 5, 6 AND 7 **(1 BID FEE SCHEDULE FOR EACH DISTRICT)**

This Scope of Services is for mowing and landscape maintenance in Brea's Landscape Maintenance District Nos. 1,3,5, 6, and 7.

Additional Information

Service days will be scheduled with staff for servicing before street sweeping.

SPECIAL SPECIFICATIONS FOR MOWING AND LANDSCAPE MAINTENANCE IN MAINTENANCE DISTRICTS 1, 3, 5, 6 AND 7

1. LANDSCAPE MAINTENANCE AREAS

Landscape maintenance Contractor's irrigation staff will be responsible for repair of all site irrigation from water meter and controller, through lateral lines and sprinkler heads (backflow devices and City mainlines are excluded). Landscape Contractor is fully responsible for irrigation controller programming. City water management directions must be implemented.

All Contractor-caused irrigation damage will be the responsibility of Contractor to repair within 24-hours of occurrence. Failure to do so will result in City repair and recouping of costs or liquidated damages. In addition, a Performance Deficiency Notice may be issued.

2. IRRIGATION/OPERATION AND MAINTENANCE

All landscaped areas shall be irrigated as required to maintain optimum growth and appearance. ***Irrigation person shall be a separate position and not included in the duties of regularly scheduled staff at the sites.***

3. IRRIGATION RESPONSIBILITIES

- a) The Contractor shall conduct monthly irrigation tests. The City may notify Contractor verbally or in writing if discovered damage or defects are found during City inspections of irrigation systems. Contractor shall make needed repairs within 24-hours of notification or self-discovery. Contractor shall submit irrigation test reports, on approved form, at weekly/monthly meeting based on type of site. Failure to submit the required reports will result in issuance of a Performance Deficiency Notice.
- b) All irrigation systems shall be tested and inspected by the Contractor in accordance with the following:

1. Operate all valves automatically.
 2. Visually inspect all irrigation heads for proper adjustment, operation, and leakage.
 3. Review program and verify controller is operating correctly.
 4. Record water meter reading at time of test.
- c) All systems shall be adjusted in order to:
1. Provide adequate coverage of all landscape areas.
 2. Prevent excessive runoff and/or erosion.
 3. Prevent watering roadways, walkways, trails, fences and private property.
 4. Prevent saturated conditions.
- d) All system malfunctions, damage, and obstructions shall be recorded and corrective action taken per specifications. A report of required systems testing shall be submitted to the City.
- e) In addition to required testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported, daily if necessary.
1. Repair malfunctioning controllers, quick couplers, manual or automatic valves and sprinkler heads within twenty-four (24) hours of notification or self-discovery. Provide backup or temporary controller should repair of City controller be required.
 2. The Contractor shall turn off irrigation system during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.
 3. Once the City Landscape Inspector acknowledges the necessity to turn on the water again, all controllers shall be activated within twenty-four (24) hours.
 4. Failure to turn off controller during rain, or activate following instruction by City to do so will result in the issuance of a Performance Deficiency Notification.

4. MATERIALS

- a) All replacement materials are to be with original types and model materials, unless City representative approves a substitute.
- b) Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.
- c) Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
- d) Repairs of equipment or property damaged by Contractor or as a result of an error or omission by Contractor shall not be submitted to City for payment and are the responsibility of the Contractor.
- e) All materials are to be new and identical to existing materials, unless directed otherwise by the City representative. All new irrigation heads installed shall be fitted with appropriate nozzle to match precipitation rate of head being replaced.
- f) Changes to sprinkler systems are to be designed to achieve matched precipitation rates.

5. WATER MANAGEMENT

- a) All systems shall be programmed weekly or as needed to maintain plants in a healthy, vigorous condition.
- b) All program changes shall be recorded and submitted on City approved form.
- c) Water meter reading for each system is to be submitted with irrigation test report.
- d) Controller program is to be sufficient to keep the landscape healthy without excessive water use.
- e) Controller programs shall incorporate the following conditions:
 - 1. Meet City Water Management requirements.
 - 2. Avoid weekend watering when possible.
 - 3. Maximize repeat operations.
 - 4. Minimize station run times.
 - 5. Reflect actual evapotranspiration (E.T.) requirements.

6. Reflect actual requirements of soil and plants.
7. Eliminate runoff into streets, sidewalks, and other non-target areas.
8. Provide sufficient time for soil to dry out between irrigations.
9. Maximize community use of City property.

6. WEED & PEST CONTROL

a) General – Control of horticulturally damaging plant pests (insects, diseases, vertebrates and mites) shall be the responsibility of the Contractor. Written recommendations by a licensed California Agricultural Pest Control Adviser are required to be submitted to the City prior to any application of pesticides. Control shall mean the prevention or eradication of any pest to the satisfaction of the City. The City may determine an acceptable level of impact by any pest and adjust the pest control program of the Contractor accordingly. Proper cultural practices shall be a part of the Contractors pest control program. Failure to prevent, treat, or manage any pest infestation that results in loss of plant material or creates a risk to public health and safety may be remedied by the City at Contractor's expense in the form of a reduction in payment.

b) Landscaped areas (shrub and ground cover)

1. Weed control

a) All landscaped areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label and State Regulations.

b) All areas within boundaries of site, which are not landscaped, shall be treated monthly to eliminate weeds.

2. Snail control – Snails shall be controlled on an as-needed basis on all plant material, as determined by the City.

3. Insect and disease control

c) Turf

1. Weed control

a) When weed population is excessive as determined by City, an appropriate herbicide shall be applied in accordance with all label specifications.

- b) In all areas prone to weed intrusion, applications of appropriately labeled pre-emergent herbicide shall be required.

2. Insect and disease control

- a) All turf areas with fungus infection shall be treated with an appropriate fungicide as directed by City.
- b) All other insect, disease and fungus problems will be treated on a site-and-need-specific basis with the knowledge and consent of the City.
- c) Damaged turf caused by disease shall be repaired or replaced at no extra cost to the City.

7. RODENT CONTROL

Contractor shall be responsible for the eradication and control of all rodents, as necessary, on a continual basis. All mounds, burrows, or other damage shall be repaired by Contractor as required by City. Failure to successfully manage pests will result in city performing work and deducting cost from monthly payments.

8. WEED CONTROL OF PAVED SURFACES

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

9. LANDSCAPE IMPROVEMENT MAINTENANCE

Landscape improvement maintenance shall include shrubs, ground cover, irrigation, and drainage structures. Slope maintenance includes the pruning of shrubs and routine pruning to maintain a neat appearance. Remove weeds that are not controlled by herbicides before size or abundance become a cause of complaint. Generally, weeds that exceed 3-5 inches in height, or predominate a bare area, are unacceptable. Keep all areas in a neat, clean and well-maintained condition at all times.

Maintain all drainage structures to avoid obstruction at all times. Keep sidewalks free of obstructions, water, mud, algae, slime, leaves or other potentially hazardous debris at all times. Keep adjacent plant material from encroaching public right-of-way.

10. GUARANTEE AND/OR REPLACEMENT POLICY

All new plant material and irrigation installations or repairs shall be guaranteed for a period of one (1) calendar year except due to "Act of God," i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants shall be inspected and approved by

City prior to installation. All landscape or irrigation installations or repairs shall confirm to Landscape and Irrigation Specifications accepted by Director of Public Works or his designee.

11. LANDSCAPE MAINTENANCE (All landscaped areas)

a) Turf

1. Mowing – The contractor shall mow all turf grass with properly sharpened and maintained equipment in a manner that ensures a smooth surface without ridges, depressions or scalping. Mowing patterns shall be alternated on a weekly basis.
2. Frequency – Turf grass shall be mowed 42 times per year as City schedules.
3. Height – Mowing heights will be determined by the Park Supervisor. Turf grass mowing heights may be adjusted by the City during turf grass renovations, special events, or if deemed necessary to promote the health and vigor of the grass.
4. Machine Type – Warm/cool season turf blends may be mowed with rotary or reel type mowers. All warm season turf grasses shall be cut with reel type mowers, unless otherwise approved by City. All cool season turf grasses shall be cut with rotary type mowers. The City encourages the use of mulching mowers whenever possible. Flail mowers may be used only by specific approval of the City.
5. Clippings – All clippings shall be efficiently mulched to leave no visible trace or picked up and removed to a designated dumping site. At no time shall unsightly clippings be left following mowing operation.
6. Edging – All edges of turf shall be mechanically edged. Turf grass edging and trimming shall be performed weekly at the time of mowing. All clippings shall be removed before vacating the site. All edging shall be done with a power edger containing a steel blade. In certain situations where a string trimmer may be more effective, the City may allow its use.
7. Weeds – All turf grass areas shall be kept free of weeds at all times. Weed removal shall consist of complete eradication or removal of all weeds including top growth and roots.
8. Pre-emergent Herbicide – Pre-emergent herbicides labeled for use on turf shall be applied one time per year.
9. Fertilizer – Fertilizer application will be in April and October with a 16-6-8 Type fertilizer. The Contractor shall notify the City in writing five (5) working days prior

to any fertilizer application. **This notification shall include the following: Location and exact date the fertilizer application will be performed; type of fertilizer and method of application to be used.** The Contractor shall immediately notify the City so irrigation can be scheduled. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application. All fertilizer shall be removed from hardscape and other non-target areas. Any damage or streaking of turf shall be repaired at no cost to City.

10. Irrigation Management – Contractor shall provide a monthly report for each site that records all irrigation repairs, controller programming, and status of overall system. The report shall be in a form and content acceptable to the City and shall be submitted with the monthly invoice. All turf areas shall be irrigated as required to maintain adequate growth and appearance.

a) Inspection - Contractor shall conduct weekly irrigation system tests.

b) Repairs - Contractor shall make all repairs within 24-hours of self-discovery or notification. Replacement of irrigation components shall be with originally installed materials of the same size and quantity. Substitutions must be approved by the City. All mainline repairs must be inspected and approved by the City.

b) Shrub Maintenance

1. Shape – All shrubs to be trimmed symmetrically in a natural form and proportion, but not to interfere with vehicular and pedestrian clearance, visibility and access, unless otherwise directed by the City's representative.
2. Fertilizer – Fertilize all ground cover and shrub beds in March with a 15-15-15 Type fertilizer.
3. Pre-emergent – To be completed two (2) times per year by the end of the first week of each of the following months of March and October.
4. Pruning – Prune shrubs to encourage healthy growth habits, natural form and proportion, symmetrical appearance and proper vertical and horizontal clearance.
5. Shearing – Only those plants specifically designated by the City's representative shall be sheared. These plants may also require additional thinning to maintain a healthy look and condition.

c) Ground Cover Maintenance

1. Trimming – All ground cover is to be trimmed not to interfere with irrigation operation or to encroach on to private property or right-of-way. All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain neat but natural (not sheared) edges. All ground cover is to be kept a minimum of six (6) inches from, but not limited to, all tree, shrubs, walls and fences. All hillside ground cover shall be topped a minimum of six (6) times a year to maintain a height of no more than twelve (12) inches unless otherwise directed by City representative.
2. Fertilizer – Fertilize all ground cover and shrub beds in March with a 15-15-15 Type fertilizer.
3. Pre-emergent – To be completed two (2) times per year by the end of the first week of each of the following months of March and October; at the maximum allowable rate per the manufacturers labeled recommendation.

12. CLEAN-UP

- a) At no time will it be allowed to blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean.
- b) Contractor shall remove all debris resulting from the maintenance operations and dispose of it off-site at the time of occurrence.
- c) All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day.
- d) All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.
- e) All shrub areas not interplanted with ground cover will be raked clean of all leaves, dead branches, and debris a minimum of once a month.
- f) The Contractor shall provide a general clean-up operation on a weekly basis for the purpose of picking up papers, trash or debris which may accumulate in the landscape areas, caused by winds or normal conditions.
- g) Trashcans provided by City shall be emptied weekly (District #3 only). Contractor shall provide and install plastic liners for all trashcans at contractor's expense.

13. GENERAL LANDSCAPE MAINTENANCE

- a) Watering – A regular, deep watering program shall be accomplished to give the best results. The established turf should not be kept moist but should dry out somewhat between waterings. Allow turf to dry out before mowing. Provide watering schedule to City as required by this specification.
- b) Pest Control – Apply all pesticides necessary to control pests. Pests shall include, but are not limited to insects, diseases, vertebrates, snails and slugs.
- c) Fertilization – All landscaped areas shall be fertilized as specified. Contractor shall coordinate fertilizer applications with City for verification. All products must be applied per manufacturer's label and be suitable for the plants being fertilized.
- d) All turf areas shall be fertilized as specified. Contractor shall coordinate fertilizer scheduling with City. Application must be verified by City Landscape Inspector.
- e) Refurbishment of Turfgrass – Turf areas that thin out due to shading effect of trees, structures, foot traffic and irrigation problems, etc., will be reseeded with an approved grass seed to restore thinning areas, at no additional cost to the City throughout the year.
- f) Weed Control – Contractor shall maintain a turf free of weed infestations over ten (10) percent of total turf area at all times by either chemical or mechanical means. Pre-emergent herbicide applications shall be required to control crabgrass in all turf areas. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made, the turf should be well established and in a vigorous condition. All chemicals applied shall be recorded and coordinated with the City.
- g) String Trimmers – Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. **No string trimmers shall be used around trees.** A six (6) inch bare soil buffer zone shall be maintained around the circumference at the base of all trees, unless otherwise directed by City.

EXHIBIT B
Fee Schedule

(attached)

Exhibit B

FEE SCHEDULE #8: BRELANDSCAPE MAINTENANCE AT MAINTENANCE DISTRICT 1

Bidder: S.C. Yamamoto, Inc.

Item	Description	Quantity in Square Feet	Unit Price 1. Per mow 2. Per month	Total 1. Unit x 42 2. Unit x 12
1.	Mow at Maintenance District #1	2,210	\$10.00 \$40.00	\$420.00 \$480.00
2.	Weekly landscape maintenance at Maintenance District #1	165,060	\$250.00 \$1,000.00	\$10,500.00 \$12,000.00

Total Schedule in words: Twelve thousand four hundred eighty and 00/100**

Total Schedule in figures: \$ 12,480.00

* Bidder declares that he or she has read and understands the scope of services

Staff Information

Number of days per week: 5

Staff per day: 1+

Total staff hours per day: 2

EXHIBIT C
Insurance Requirements

1. Summary. Insurance coverages shall comply with requirements set forth herein.
 - A. Rating Requirements. A /VII minimum.
 - B. Commercial General Liability (CGL) + (PCO)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - C. Automobile Liability Insurance (ALI) (any auto)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - d. Exception. Not required if no vehicles used except for deliveries.
 - D. Workers' Compensation (WC) and Employer's Liability (ELI)
 - a. Statutory limits for Worker's Compensation.
 - b. \$1,000,000 Minimum. Per accident for bodily injury or disease.
 - c. Additional Insured Endorsement. Not Required.
 - d. Waiver of Subrogation. Required.
 - e. Exception. Not required if no employees used for these Services.
2. General Requirements
 - A. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet these requirements, Contractor agrees to amend, supplement or endorse the policies to do so.
 - B. Without limiting Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the term of this Agreement, the following policies of insurance.
 - C. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.

- D. If Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

3. Coverages

A. Commercial General Liability (CGL)

- a. CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- b. Limits shall be no less than \$2,000,000 per occurrence.
- c. Products-Completed Operations (PCO)
Contractor shall procure and submit to the City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.

B. Automobile Liability Insurance (ALI)

- a. ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
- b. If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
 - i. A personal automobile liability policy for the contractor's own vehicle, if Contractor is a one-person operation; and
 - ii. A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

C. Workers' Compensation (WC)

- a. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- b. Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor has no employees who will be performing work on behalf of the City, Contractor must provide:
 - i. A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will

comply with such provisions before commencing the performance of the work of this contract; and

- ii. A certification that Contractor does not employ any individual(s) in the course and scope of business operations.

- 4. Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

- A. Commercial General Liability & Contractors Pollution Liability

- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.
- b. Additional Insured Endorsements shall not:
 - Be limited to "Ongoing Operations".
 - Exclude "Contractual Liability".
 - Restrict coverage to the "Sole" liability of Contractor.
 - Exclude "Third-Party-Over Actions".
 - Contain any other exclusion contrary to this Agreement.
- c. Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.
- d. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

- B. Auto Liability

- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor.
- b. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

- C. Workers' Compensation. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

5. Miscellaneous.

- A. Insurance Obligations of Contractor. The insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
- B. Notice of Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a 30 day written notice of cancellation has been served upon City except 10 days shall be allowed for non-payment of premium.
- C. Waiver of Subrogation. Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- D. Evidence of Insurance. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least 15 days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within 10 days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- F. Deductible or Self-Insured Retention. Any deductible or self-insured retention must be approved in writing by the City and shall protect the

indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

- G. Contractual Liability. The coverage provided shall apply to the obligations assumed by Contractor under the indemnity provisions of this Agreement.
- H. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
- I. In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.
- J. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.
- K. Claims Made Policies. If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of this Agreement and an extended reporting period shall be provided for a period of at least five years from termination or expiration of this Agreement.
- L. Insurance for Subcontractors. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

EXHIBIT D
Labor Code Requirements

1. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Services are on file at City Hall and will be made available to any interested party on request. By initiating any Work, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.
2. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty paid to the City, forfeit \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.
3. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. Contractor has 10 days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, Contractor shall forfeit \$100 for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
4. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.
5. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty paid to the City, forfeit \$25 for each worker employed in the performance of the Services by Contractor or by any subcontractor 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 Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than 1.5 times the basic rate of pay.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Services, Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Contractor or any subcontractor becomes debarred or suspended during the duration of this Agreement, Contractor shall immediately notify the City.
8. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.
9. The Services are subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.
10. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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."

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is dated [December 1, 2020] for reference purposes and is executed by the City of Brea ("City"), a California municipal corporation, and [S.C. Yamamoto, Inc.] ("Contractor"), a [California] [Corporation]. Contractor's CSLB license number is [699477]. Contractor's DIR registration number is [1000015332].

RECITALS

A. The City desires to retain Contractor as an independent contractor to provide landscape maintenance services at the following City facility or Landscape and Lighting Maintenance District: [Maintenance District 3].

B. Contractor represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. "Contract Administrator": Public Works Superintendent Bill Bowlus or a duly authorized designee.

B. "Contract Amount": [\$ Twenty One Thousand, One Hundred and Twenty Dollars (\$21,120.00)] per year.

C. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.

D. "Indemnitees": the City and its officers, employees, agents, and volunteers.

E. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.

F. "Labor Code Requirements": the Labor Code requirements set forth in the attached Exhibit D.

G. "Liabilities": actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.

H. "Services": the tasks set forth in the attached Exhibit A.

2. Services.

A. General Requirements. Contractor shall perform the Services in a timely, regular basis in accordance with applicable laws. Time is of the essence in the performance of this Agreement.

B. Labor Code Requirements. Contractor acknowledges that the Services are a "public work" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.). Contractor shall comply with the Labor Code Requirements.

C. Performance Standard. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City. Contractor shall consult the Contract Administrator for any decisions that must be made by the City.

D. Customer Care. While fulfilling the terms of this Agreement, Contractor is performing as a representative of City and shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to the Contract Administrator.

E. Cooperation. In the event any claim is brought against the City relating to Contractor's performance of the Services, Contractor shall provide any reasonable assistance and cooperation that the City might require.

3. Term.

A. Base Term. The base term of this Agreement shall be for four and one-half years, commencing on January 1, 2021 and expiring on June 30, 2025, unless extended or earlier terminated as provided herein.

B. Extension Options. The City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The one-year extension options may be exercised sequentially or concurrently. To exercise an extension option, the City shall give written notice to Contractor at least 30 days prior to the then-scheduled expiration date.

C. City Manager Authority. The City Manager may exercise extension options without prior City Council approval if both of the following conditions are satisfied: (i) the compensation to be paid Contractor for the applicable extension period has been approved and is included in a City Council-approved budget; and (ii) Contractor is not in breach of this Agreement.

D. Termination. If either party breaches this Agreement and fails to cure such breach within seven days of written notice, then the non-breaching party may immediately terminate this Agreement for cause. Additionally, the City may terminate this Agreement for convenience upon 60 days prior written notice to Contractor.

4. Compensation.

A. Full Satisfaction. The City shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Contractor under this Agreement exceed the Contract Amount.

B. Invoices. Contractor shall submit monthly invoices to the City for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 30 days of receipt of each invoice, the City shall pay all undisputed amounts on the invoice. City shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.

C. CPI Adjustment: Subject to paragraph D below, starting July 1, 2022, and on an annual basis thereafter, the Fee Schedule shall be adjusted using the Consumer Price index for all Urban Consumers for the Los Angeles, Riverside, Anaheim Metropolitan Area (CPI-U) for the most recent twelve (12) months ending on December 31st prior to the July 1 rate adjustment based on data available from the United States Bureau of Labor Statistics.

D. Council Approval Requirement. The Fee Schedule shall not be revised during the term of this Agreement (including any extension periods) without prior approval by the City Council.

5. Independent Contractor Status. Contractor is, and shall at all times remain as to the City, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or to act otherwise on behalf of the City as an agent. Neither the City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.

6. PERS Compliance. Contractor acknowledges that the City is a local agency member of California's Public Employees' Retirement System ("PERS"), and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to the City to perform the Services, Contractor shall assure compliance with the Public Employees' Retirement Law (Government Code § 20000 et seq.) and the Public Employees' Pension Reform Act of 2013 (Government Code 7522 et seq.). Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause the City to be in violation of the applicable retirement laws and regulations.

7. Indemnification.

A. **Requirement.** Contractor shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Contractor or its subcontractors in connection with this Agreement.

B. **Scope.** Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the City. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by consensus of the parties.

C. **Survival.** Contractor's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

8. Insurance. Without limiting Contractor's defense, hold harmless, and indemnification obligations under this Agreement, Contractor shall maintain policies of insurance as specified in the Insurance Requirements.

9. Accounting Records. During the term of this Agreement and for a period of three years after termination or expiration, Contractor shall maintain all accounting and financial records related to this Agreement in accordance with generally accepted accounting practices, and shall keep and make records available for inspection and audit by City representatives upon reasonable written notice.

10. Suspension. The Contract Administrator may suspend all or any part of the Services for the City's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Contractor.

11. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City
City of Brea
545 N. Berry St.
Brea, CA 92821
Attn: Bill Bowlus
E-mail: BillB@ci.brea.ca.us

Contractor
S. C. Yamamoto
2031 Emery Avenue
La Habra, California 90631
Attn: Shinsuke C. Yamamoto, President
E-mail: scyamamoto@scyamamoto.com

12. Assignability. Contractor shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the City Manager's

prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Contractor from utilizing subcontractors identified in Contractor's proposal for the Services. Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

13. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Orange County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

14. Exhibits. The attached Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.


15. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

16. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.


[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their duly authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of Government Code Section 16.5.

S.C. Yamamoto, Inc.



☐ Chairperson ☒ President
☐ Vice President



☒ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if contractor is a limited liability company]

Manager

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Marty Simonoff, Mayor

Attest:

Lillian Harris-Neal, City Clerk

EXHIBIT A
Scope of Services

(attached)

SECTION VII
JOINT GENERAL SPECIFICATIONS

SECTION V – JOINT GENERAL SPECIFICATIONS

I. DESCRIPTION OF PROJECTS

The purpose of this RFP is to contract with a contractor(s) to perform mowing, edging, landscape and irrigation maintenance tasks at various sites in the City of Brea and the City of La Habra.

The mowing and edging will be completed based on frequencies in the GENERAL SPECIFICATIONS and SPECIFIC BID SPECIFICATIONS for the respective areas. The landscape maintenance will consist of mowing, edging, weeding, fertilizing, pest control and only specific bids have irrigation system maintenance and repair. Irrigation water consumption will be closely monitored. Money will be deducted from invoices for excessive water usage. A large majority of the work will be maintaining the condition of shrubs and ground cover on slopes, medians, and at City facilities. A small amount of tree pruning will be required to clear property lines, separate plant material, maintain safe passage on sidewalks, etc. The Contractor will be responsible to maintain plant material clearance around fences, building, valve boxes, and other obstacles.

All sites in the City of Brea and City of La Habra, must be visited weekly for weeds, trash, dead plants, debris and blowing.

*****City of Brea and City of La Habra water restrictions will govern all irrigation schedules.***

1. SCOPE OF WORK

The work to be done consists of furnishing all materials, implements, machinery, equipment, tools, supplies, transportation, incidentals and labor necessary to the prosecution and completion of the work as required by all specifications, and as directed by the Director of Public Works or a designee.

2. LICENSE AND PERMITS

The Contractor shall have and maintain a **valid C-27 Contractor's license**. All applications of pesticides shall be done in compliance with governmental requirements. Applications of such materials shall be done by personnel licensed by the State of California, Department of Pesticide Regulation. Contractor will obtain any permits required by local governmental agency for the use of special chemicals. For work in the City of Brea, the Contractor and any subcontractor will also be required to secure and maintain a valid **City of Brea Business License**. The Contractor also will be required to obtain an Encroachment permit for work on Valencia and Imperial Highway from Caltrans

paid for on a separate invoice by the City of Brea. For work in the City of La Habra, the Contractor will be required to secure and maintain a valid **City of La Habra Business License**. The Contractor will also be required to obtain an Encroachment permit from Caltrans for work on Beach Boulevard, Imperial Highway (from Beach to Harbor), and Whittier Boulevard and will be paid for on a separate invoice by the City of La Habra.

3. DRESS CODE AND APPEARANCE

The Contractor shall be required to provide uniforms for personnel assigned to the project. Sufficient changes shall be provided to present a neat and clean appearance of the personnel at all times. Contractor personnel shall wear uniforms with Company name and Employee name at all times. Contractor to provide Personal Protective Equipment (PPE) as required.

4. EXTRA WORK

In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:

Contractor must use separate crews to provide all extra work; may not use regular maintenance crews. Regular maintenance work shall be completed in conjunction with extra work and cannot be postponed to complete extra work. Failure to comply with this requirement shall result in a deficiency deduction.

When required by City Representative or Landscape Inspector, an estimate of cost will be submitted for approval prior to work being done.

- a) Work will be executed under the direction of the City on a time-and-materials basis or an agreed lump sum price depending on the nature of the work.
- b) Extra work will not be initiated without written authorization, except in emergency call-out situations.
- c) Extra work may include, but not be limited to, the following:
 - 1. Replacement of plant materials due to failures beyond the Contractor's control.
 - 2. Additional treatment required for planting or soil as not set forth specifically in this Specification.
 - 3. Repairs or replacement of irrigation system.
 - 4. Remedial landscaping.
 - 5. Repairs or replacements due to vandalism or Acts of God.

- d) Labor costs shall be based on the prevailing wage scale for each type of workman. Employee payments for payroll taxes and insurance, health and welfare, pension, vacation, and other direct labor costs to be included.
- e) Material cost shall be the actual cost of materials purchased by the Contractor and used for the extra work, including sales taxes, freight, and delivery charges.
- f) Submittals for Extra-Work Authorization shall include the following and be provided to the City within three (3) business days:
 - 1. Complete price for all labor and materials, itemized.
 - 2. Proposed schedule and completion date.

5. PROJECT INSPECTIONS

Weekly, the Contractor's direct field crew supervisor and next higher representative if deemed will walk the project with the City representative for the purpose of determining compliance with the Specifications or to discuss required work. Contractor representative must be authorized to sign documents and effect changes to the job.

6. VEHICLES

Contractor vehicles must be parked to allow normal and vehicular traffic; comply with OSHA, CAL-OSHA, and W.A.T.C.H. regulations. Vehicles shall display the company name and equipment shall be in good repair and not be older than 10 years.

7. SAFETY

Contractor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (CalOSHA), Federal Occupational and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable governmental law or City risk management standards. Traffic control will be per the "WATCH" book. The contractor will ensure the safety of all park users when working.

8. REPORTS AND SCHEDULES

The Contractor, as part of this agreement, will submit reports and schedules as requested. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments or termination of contract. Such reports must be detailed and thorough and may include but not be limited to the following:

- a) Suggestions for improving problem areas, as needed, or as requested by City.

- b) Reports of work planned. Due weekly at meeting with City.
- c) Cost information to perform extra work for upgrading specific areas, as needed or as requested by City, pricing due in three (3) business days.
- d) Weekly Maintenance Schedule(s). Contractor shall provide a weekly maintenance schedule to the City.
- e) Seasonal Irrigation Schedule. Due at last weekly meeting of the month.
- f) Pesticide Use Reports. Due at last weekly meeting of the month.
- g) Accident Reports. Due within twenty-four (24) hours of accident.
- h) Incident Reports. Due within twenty-four (24) hours of incident.
- i) Hazard Reports. Due within twenty-four (24) hours of identification/discovery.
- j) Irrigation test reports. Due at last meeting of the month depending on type of site.
- k) Fertilize use reports. Due monthly at last weekly meeting of the month.

9. PROTECTION OF PROPERTY DURING INCLEMENT WEATHER

- a) The Contractor shall adjust work schedule to compensate for all holidays and inclement weather. During periods of storms, the Contractor will provide supervisory inspection of the project during regular hours to prevent or minimize possible damage from inclement weather (this includes having a representative in the City during rain events to inspect and clean areas that may have drainage issues or problem with vee-ditches). The Contractor shall submit a report identifying any storm damage to the City's representative attached to a site map identifying location of damage and cost estimate to repair/replace. If remedial work is required beyond the scope of this contract, it shall be paid for as extra work.
- b) Contractor's responsibility for removing branches and leaves downed by high winds or other typical or non-typical environment condition is as follows:
 - 1. Contractor must remove, at no additional cost, all debris on contracted property regardless of disposition of affected tree, shrub, or any other landscape related item, within 48 hours of notification or self-discovery.
 - 2. Leaves or other landscape which accumulates in street gutters adjacent to Contractor's area of work, shall be removed by Contractor at no additional charge to City.
 - 3. Debris inhibiting proper flow of water in V-ditches and other structures shall be removed weekly to prevent flooding or damage to property

4. Damage caused by or increased cost incurred by the City as a result of Contractor not maintaining site in satisfactory condition prior to inclement weather, will be charged to the Contractor.

10. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

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

If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any hazardous conditions and underground systems, i.e., utility lines. Contractor shall instill reasonable precaution when working in these areas. Any damage or problems shall be corrected or repaired at Contractor's expense and reported immediately to the City.

11. CITY LIAISON

The City and the Contractor's will meet on a weekly basis with each City's representative. The purpose of this meeting will be to discuss specific project problems. More frequent contact may be required between the City Landscape Inspector and the Contractor's representative separately from these meetings. The Contractor's representative or direct crew supervisor is expected to be available by phone to address any daily needs.

12. SPECIAL REQUESTS

The Contractor may be requested by the City to perform special tasks which are above his normal scheduled work. It is intended that Special Requests be considered an extra work item unless the City determines that the Special Request is a direct result of neglect on the part of the Contractor.

13. SUPERVISION AND SPECIAL SKILLS

The Contractor shall assign a supervisor working regular working hours for the duration of this Contract. The Contractor shall have a minimum of five (5) years' experience in landscape maintenance supervision. The Contractor shall have expertise and experience in turf management, entomology, pest control, soils, fertilizers, plant identification, and irrigation system maintenance. The crew supervisor shall be capable of communicating effectively both in written and spoken English.

Each Contractor's working crews shall also have a responsible lead man who may represent Contractor to discuss the work in English with the Director of Public Works, or their designated representative, within twenty-four (24) hours of notification from the Director of Public Works, or his designated representative.

14. PESTICIDES

- a) General: All materials shall be in strict accordance and applied within the EPA regulations and the California Department of Pesticide Regulation. Current pesticide use recommendations made by a licensed Pest Control Advisor must be provided to the City prior to the application of any pesticide on City maintained areas.
- b) The application of pesticides and other chemicals shall be recorded on the Pesticide Use Form and coordinated with City Landscape Inspector.

15. CONTRACTOR NEGLIGENCE

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

16. SCHEDULING OF OPERATIONS

The Contractor shall perform his work at such times as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. Examples of this would be early morning mowing or irrigation checks, etc. The Contractor shall submit a Maintenance Schedule describing maintenance operations and when work and applications of chemicals/fertilizers will be accomplished. Schedule shall be submitted weekly. Annual schedule of work force and maintenance tasks shall be submitted to City July 1, of every year of the contract, prior to starting any maintenance operations. All forms and schedules shall be of a format supplied by, or approved by, City. In addition, if there is a permanent change to the work force size at any time during the year the City shall be notified immediately.

17. SOUND CONTROL REQUIREMENTS

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

18. ADDITIONS/DELETIONS TO CITY LANDSCAPE AREAS

Changes in the areas to be maintained may be made as the City accepts new areas and/or relinquishes currently maintained areas. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change. Costs to add or delete landscape maintenance areas shall be made on a per square foot cost for planter maintenance or turf mowed per bid pricing or similarly sized landscape area. The City reserves the right to delete any site from the contract with thirty (30) days written notice.

19. ADDITIONS/DELETIONS TO GENERAL MAINTENANCE SPECIFICATIONS

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

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

20. LIQUIDATED DAMAGES; NONPERFORMANCE

- a) Contractor may be assessed penalties by City up to one hundred percent (100%) of the monthly value of a site for nonperformance and up to sixty percent (60%) of the monthly value of a site for substandard performance. Such penalties shall be assessed at the discretion of the City. Contractor shall be notified of any penalties in accordance with the terms of this Contract.
- b) Contractor shall be notified of service failure by delivery of a "Performance Deficiency Notification" form to Contractor by City. Said notice will serve as formal notification that Contractor has incurred a service deficiency sufficiently material that contract termination may result if satisfactory corrective action is not taken by Contractor.

The Performance Deficiency Notification will contain the acceptable time period for service correction. Upon Deficiency Notification, the correction will either be accepted or rejected. If accepted, part or all of the penalties may be waived, regardless of whether City has incurred loss as a result of said service failure.

Contractor will be notified of correction acceptance status by delivery of a Performance Deficiency Status Memorandum. Should correction not be accepted, a separate additional Performance Deficiency Notification will be delivered to Contractor, thus increasing the number of Deficiency Notices received by Contractor.

F. BREA - DISTRICTS 1, 3, 5, 6 AND 7

MOWING AND LANDSCAPE MAINTENANCE DISTRICTS 1, 3, 5, 6 AND 7 **(1 BID FEE SCHEDULE FOR EACH DISTRICT)**

This Scope of Services is for mowing and landscape maintenance in Brea's Landscape Maintenance District Nos. 1,3,5, 6, and 7.

Additional Information

Service days will be scheduled with staff for servicing before street sweeping.

SPECIAL SPECIFICATIONS FOR MOWING AND LANDSCAPE MAINTENANCE IN MAINTENANCE DISTRICTS 1, 3, 5, 6 AND 7

1. LANDSCAPE MAINTENANCE AREAS

Landscape maintenance Contractor's irrigation staff will be responsible for repair of all site irrigation from water meter and controller, through lateral lines and sprinkler heads (backflow devices and City mainlines are excluded). Landscape Contractor is fully responsible for irrigation controller programming. City water management directions must be implemented.

All Contractor-caused irrigation damage will be the responsibility of Contractor to repair within 24-hours of occurrence. Failure to do so will result in City repair and recouping of costs or liquidated damages. In addition, a Performance Deficiency Notice may be issued.

2. IRRIGATION/OPERATION AND MAINTENANCE

All landscaped areas shall be irrigated as required to maintain optimum growth and appearance. ***Irrigation person shall be a separate position and not included in the duties of regularly scheduled staff at the sites.***

3. IRRIGATION RESPONSIBILITIES

- a) The Contractor shall conduct monthly irrigation tests. The City may notify Contractor verbally or in writing if discovered damage or defects are found during City inspections of irrigation systems. Contractor shall make needed repairs within 24-hours of notification or self-discovery. Contractor shall submit irrigation test reports, on approved form, at weekly/monthly meeting based on type of site. Failure to submit the required reports will result in issuance of a Performance Deficiency Notice.
- b) All irrigation systems shall be tested and inspected by the Contractor in accordance with the following:

1. Operate all valves automatically.
 2. Visually inspect all irrigation heads for proper adjustment, operation, and leakage.
 3. Review program and verify controller is operating correctly.
 4. Record water meter reading at time of test.
- c) All systems shall be adjusted in order to:
1. Provide adequate coverage of all landscape areas.
 2. Prevent excessive runoff and/or erosion.
 3. Prevent watering roadways, walkways, trails, fences and private property.
 4. Prevent saturated conditions.
- d) All system malfunctions, damage, and obstructions shall be recorded and corrective action taken per specifications. A report of required systems testing shall be submitted to the City.
- e) In addition to required testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported, daily if necessary.
1. Repair malfunctioning controllers, quick couplers, manual or automatic valves and sprinkler heads within twenty-four (24) hours of notification or self-discovery. Provide backup or temporary controller should repair of City controller be required.
 2. The Contractor shall turn off irrigation system during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.
 3. Once the City Landscape Inspector acknowledges the necessity to turn on the water again, all controllers shall be activated within twenty-four (24) hours.
 4. Failure to turn off controller during rain, or activate following instruction by City to do so will result in the issuance of a Performance Deficiency Notification.

4. MATERIALS

- a) All replacement materials are to be with original types and model materials, unless City representative approves a substitute.
- b) Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.
- c) Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
- d) Repairs of equipment or property damaged by Contractor or as a result of an error or omission by Contractor shall not be submitted to City for payment and are the responsibility of the Contractor.
- e) All materials are to be new and identical to existing materials, unless directed otherwise by the City representative. All new irrigation heads installed shall be fitted with appropriate nozzle to match precipitation rate of head being replaced.
- f) Changes to sprinkler systems are to be designed to achieve matched precipitation rates.

5. WATER MANAGEMENT

- a) All systems shall be programmed weekly or as needed to maintain plants in a healthy, vigorous condition.
- b) All program changes shall be recorded and submitted on City approved form.
- c) Water meter reading for each system is to be submitted with irrigation test report.
- d) Controller program is to be sufficient to keep the landscape healthy without excessive water use.
- e) Controller programs shall incorporate the following conditions:
 - 1. Meet City Water Management requirements.
 - 2. Avoid weekend watering when possible.
 - 3. Maximize repeat operations.
 - 4. Minimize station run times.
 - 5. Reflect actual evapotranspiration (E.T.) requirements.

6. Reflect actual requirements of soil and plants.
7. Eliminate runoff into streets, sidewalks, and other non-target areas.
8. Provide sufficient time for soil to dry out between irrigations.
9. Maximize community use of City property.

6. WEED & PEST CONTROL

a) General – Control of horticulturally damaging plant pests (insects, diseases, vertebrates and mites) shall be the responsibility of the Contractor. Written recommendations by a licensed California Agricultural Pest Control Adviser are required to be submitted to the City prior to any application of pesticides. Control shall mean the prevention or eradication of any pest to the satisfaction of the City. The City may determine an acceptable level of impact by any pest and adjust the pest control program of the Contractor accordingly. Proper cultural practices shall be a part of the Contractors pest control program. Failure to prevent, treat, or manage any pest infestation that results in loss of plant material or creates a risk to public health and safety may be remedied by the City at Contractor's expense in the form of a reduction in payment.

b) Landscaped areas (shrub and ground cover)

1. Weed control

a) All landscaped areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label and State Regulations.

b) All areas within boundaries of site, which are not landscaped, shall be treated monthly to eliminate weeds.

2. Snail control – Snails shall be controlled on an as-needed basis on all plant material, as determined by the City.

3. Insect and disease control

c) Turf

1. Weed control

a) When weed population is excessive as determined by City, an appropriate herbicide shall be applied in accordance with all label specifications.

- b) In all areas prone to weed intrusion, applications of appropriately labeled pre-emergent herbicide shall be required.

2. Insect and disease control

- a) All turf areas with fungus infection shall be treated with an appropriate fungicide as directed by City.
- b) All other insect, disease and fungus problems will be treated on a site-and-need-specific basis with the knowledge and consent of the City.
- c) Damaged turf caused by disease shall be repaired or replaced at no extra cost to the City.

7. RODENT CONTROL

Contractor shall be responsible for the eradication and control of all rodents, as necessary, on a continual basis. All mounds, burrows, or other damage shall be repaired by Contractor as required by City. Failure to successfully manage pests will result in city performing work and deducting cost from monthly payments.

8. WEED CONTROL OF PAVED SURFACES

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

9. LANDSCAPE IMPROVEMENT MAINTENANCE

Landscape improvement maintenance shall include shrubs, ground cover, irrigation, and drainage structures. Slope maintenance includes the pruning of shrubs and routine pruning to maintain a neat appearance. Remove weeds that are not controlled by herbicides before size or abundance become a cause of complaint. Generally, weeds that exceed 3-5 inches in height, or predominate a bare area, are unacceptable. Keep all areas in a neat, clean and well-maintained condition at all times.

Maintain all drainage structures to avoid obstruction at all times. Keep sidewalks free of obstructions, water, mud, algae, slime, leaves or other potentially hazardous debris at all times. Keep adjacent plant material from encroaching public right-of-way.

10. GUARANTEE AND/OR REPLACEMENT POLICY

All new plant material and irrigation installations or repairs shall be guaranteed for a period of one (1) calendar year except due to "Act of God," i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants shall be inspected and approved by

City prior to installation. All landscape or irrigation installations or repairs shall confirm to Landscape and Irrigation Specifications accepted by Director of Public Works or his designee.

11. LANDSCAPE MAINTENANCE (All landscaped areas)

a) Turf

1. Mowing – The contractor shall mow all turf grass with properly sharpened and maintained equipment in a manner that ensures a smooth surface without ridges, depressions or scalping. Mowing patterns shall be alternated on a weekly basis.
2. Frequency – Turf grass shall be mowed 42 times per year as City schedules.
3. Height – Mowing heights will be determined by the Park Supervisor. Turf grass mowing heights may be adjusted by the City during turf grass renovations, special events, or if deemed necessary to promote the health and vigor of the grass.
4. Machine Type – Warm/cool season turf blends may be mowed with rotary or reel type mowers. All warm season turf grasses shall be cut with reel type mowers, unless otherwise approved by City. All cool season turf grasses shall be cut with rotary type mowers. The City encourages the use of mulching mowers whenever possible. Flail mowers may be used only by specific approval of the City.
5. Clippings – All clippings shall be efficiently mulched to leave no visible trace or picked up and removed to a designated dumping site. At no time shall unsightly clippings be left following mowing operation.
6. Edging – All edges of turf shall be mechanically edged. Turf grass edging and trimming shall be performed weekly at the time of mowing. All clippings shall be removed before vacating the site. All edging shall be done with a power edger containing a steel blade. In certain situations where a string trimmer may be more effective, the City may allow its use.
7. Weeds – All turf grass areas shall be kept free of weeds at all times. Weed removal shall consist of complete eradication or removal of all weeds including top growth and roots.
8. Pre-emergent Herbicide – Pre-emergent herbicides labeled for use on turf shall be applied one time per year.
9. Fertilizer – Fertilizer application will be in April and October with a 16-6-8 Type fertilizer. The Contractor shall notify the City in writing five (5) working days prior

to any fertilizer application. **This notification shall include the following: Location and exact date the fertilizer application will be performed; type of fertilizer and method of application to be used.** The Contractor shall immediately notify the City so irrigation can be scheduled. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application. All fertilizer shall be removed from hardscape and other non-target areas. Any damage or streaking of turf shall be repaired at no cost to City.

10. Irrigation Management – Contractor shall provide a monthly report for each site that records all irrigation repairs, controller programming, and status of overall system. The report shall be in a form and content acceptable to the City and shall be submitted with the monthly invoice. All turf areas shall be irrigated as required to maintain adequate growth and appearance.

- a) Inspection - Contractor shall conduct weekly irrigation system tests.

- b) Repairs - Contractor shall make all repairs within 24-hours of self-discovery or notification. Replacement of irrigation components shall be with originally installed materials of the same size and quantity. Substitutions must be approved by the City. All mainline repairs must be inspected and approved by the City.

b) Shrub Maintenance

1. Shape – All shrubs to be trimmed symmetrically in a natural form and proportion, but not to interfere with vehicular and pedestrian clearance, visibility and access, unless otherwise directed by the City's representative.
2. Fertilizer – Fertilize all ground cover and shrub beds in March with a 15-15-15 Type fertilizer.
3. Pre-emergent – To be completed two (2) times per year by the end of the first week of each of the following months of March and October.
4. Pruning – Prune shrubs to encourage healthy growth habits, natural form and proportion, symmetrical appearance and proper vertical and horizontal clearance.
5. Shearing – Only those plants specifically designated by the City's representative shall be sheared. These plants may also require additional thinning to maintain a healthy look and condition.

c) Ground Cover Maintenance

1. Trimming – All ground cover is to be trimmed not to interfere with irrigation operation or to encroach on to private property or right-of-way. All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain neat but natural (not sheared) edges. All ground cover is to be kept a minimum of six (6) inches from, but not limited to, all tree, shrubs, walls and fences. All hillside ground cover shall be topped a minimum of six (6) times a year to maintain a height of no more than twelve (12) inches unless otherwise directed by City representative.
2. Fertilizer – Fertilize all ground cover and shrub beds in March with a 15-15-15 Type fertilizer.
3. Pre-emergent – To be completed two (2) times per year by the end of the first week of each of the following months of March and October; at the maximum allowable rate per the manufacturers labeled recommendation.

12. CLEAN-UP

- a) At no time will it be allowed to blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean.
- b) Contractor shall remove all debris resulting from the maintenance operations and dispose of it off-site at the time of occurrence.
- c) All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day.
- d) All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.
- e) All shrub areas not interplanted with ground cover will be raked clean of all leaves, dead branches, and debris a minimum of once a month.
- f) The Contractor shall provide a general clean-up operation on a weekly basis for the purpose of picking up papers, trash or debris which may accumulate in the landscape areas, caused by winds or normal conditions.
- g) Trashcans provided by City shall be emptied weekly (District #3 only). Contractor shall provide and install plastic liners for all trashcans at contractor's expense.

13. GENERAL LANDSCAPE MAINTENANCE

- a) Watering – A regular, deep watering program shall be accomplished to give the best results. The established turf should not be kept moist but should dry out somewhat between waterings. Allow turf to dry out before mowing. Provide watering schedule to City as required by this specification.
- b) Pest Control – Apply all pesticides necessary to control pests. Pests shall include, but are not limited to insects, diseases, vertebrates, snails and slugs.
- c) Fertilization – All landscaped areas shall be fertilized as specified. Contractor shall coordinate fertilizer applications with City for verification. All products must be applied per manufacturer's label and be suitable for the plants being fertilized.
- d) All turf areas shall be fertilized as specified. Contractor shall coordinate fertilizer scheduling with City. Application must be verified by City Landscape Inspector.
- e) Refurbishment of Turfgrass – Turf areas that thin out due to shading effect of trees, structures, foot traffic and irrigation problems, etc., will be reseeded with an approved grass seed to restore thinning areas, at no additional cost to the City throughout the year.
- f) Weed Control – Contractor shall maintain a turf free of weed infestations over ten (10) percent of total turf area at all times by either chemical or mechanical means. Pre-emergent herbicide applications shall be required to control crabgrass in all turf areas. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made, the turf should be well established and in a vigorous condition. All chemicals applied shall be recorded and coordinated with the City.
- g) String Trimmers – Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. **No string trimmers shall be used around trees.** A six (6) inch bare soil buffer zone shall be maintained around the circumference at the base of all trees, unless otherwise directed by City.

EXHIBIT B
Fee Schedule

(attached)

Exhibit B

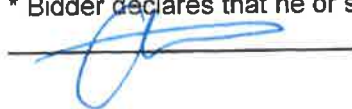
FEE SCHEDULE #9: BREA-LANDSCAPE MAINTENANCE AT MAINTENANCE DISTRICT 3

Bidder: S.C. Yamamoto, Inc.

Item	Description	Quantity in Square Feet	Unit Price 1. Per mow 2. Per month	Total 1. Unit x 42 2. Unit x 12
1.	Mow at Maintenance District #3	94,062	\$170.00 \$680.00	\$7,140.00 \$8,160.00
2.	Weekly landscape maintenance at Maintenance District #3	56,364	\$270.00 \$1,080.00	\$11,340.00 \$12,960.00

Total Schedule in words: Twenty one thousand one hundred twenty and 00/100**
Total Schedule in figures: \$ \$21,120.00

* Bidder declares that he or she has read and understands the scope of services



Staff Information

Number of days per week: 5

Staff per day: 1+

Total staff hours per day: 3

EXHIBIT C
Insurance Requirements

1. Summary. Insurance coverages shall comply with requirements set forth herein.
 - A. Rating Requirements. A /VII minimum.
 - B. Commercial General Liability (CGL) + (PCO)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - C. Automobile Liability Insurance (ALI) (any auto)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - d. Exception. Not required if no vehicles used except for deliveries.
 - D. Workers' Compensation (WC) and Employer's Liability (ELI)
 - a. Statutory limits for Worker's Compensation.
 - b. \$1,000,000 Minimum. Per accident for bodily injury or disease.
 - c. Additional Insured Endorsement. Not Required.
 - d. Waiver of Subrogation. Required.
 - e. Exception. Not required if no employees used for these Services.
2. General Requirements
 - A. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet these requirements, Contractor agrees to amend, supplement or endorse the policies to do so.
 - B. Without limiting Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the term of this Agreement, the following policies of insurance.
 - C. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.

- D. If Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

3. Coverages

A. Commercial General Liability (CGL)

- a. CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- b. Limits shall be no less than \$2,000,000 per occurrence.
- c. Products-Completed Operations (PCO)
Contractor shall procure and submit to the City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.

B. Automobile Liability Insurance (ALI)

- a. ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
- b. If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
 - i. A personal automobile liability policy for the contractor's own vehicle, if Contractor is a one-person operation; and
 - ii. A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

C. Workers' Compensation (WC)

- a. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- b. Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor has no employees who will be performing work on behalf of the City, Contractor must provide:
 - i. A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will

comply with such provisions before commencing the performance of the work of this contract; and

- ii. A certification that Contractor does not employ any individual(s) in the course and scope of business operations.

- 4. Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

- A. Commercial General Liability & Contractors Pollution Liability

- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.
- b. Additional Insured Endorsements shall not:
 - Be limited to "Ongoing Operations".
 - Exclude "Contractual Liability".
 - Restrict coverage to the "Sole" liability of Contractor.
 - Exclude "Third-Party-Over Actions".
 - Contain any other exclusion contrary to this Agreement.
- c. Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.
- d. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

- B. Auto Liability

- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor.
- b. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

- C. Workers' Compensation. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

5. Miscellaneous.

- A. Insurance Obligations of Contractor. The insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
- B. Notice of Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a 30 day written notice of cancellation has been served upon City except 10 days shall be allowed for non-payment of premium.
- C. Waiver of Subrogation. Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- D. Evidence of Insurance. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least 15 days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within 10 days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- F. Deductible or Self-Insured Retention. Any deductible or self-insured retention must be approved in writing by the City and shall protect the

indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

- G. Contractual Liability. The coverage provided shall apply to the obligations assumed by Contractor under the indemnity provisions of this Agreement.
- H. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
- I. In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.
- J. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.
- K. Claims Made Policies. If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of this Agreement and an extended reporting period shall be provided for a period of at least five years from termination or expiration of this Agreement.
- L. Insurance for Subcontractors. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

EXHIBIT D
Labor Code Requirements

1. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Services are on file at City Hall and will be made available to any interested party on request. By initiating any Work, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.
2. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty paid to the City, forfeit \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.
3. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. Contractor has 10 days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, Contractor shall forfeit \$100 for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
4. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.
5. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty paid to the City, forfeit \$25 for each worker employed in the performance of the Services by Contractor or by any subcontractor 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 Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than 1.5 times the basic rate of pay.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Services, Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Contractor or any subcontractor becomes debarred or suspended during the duration of this Agreement, Contractor shall immediately notify the City.
8. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.
9. The Services are subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.
10. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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."

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is dated [December 1, 2020] for reference purposes and is executed by the City of Brea ("City"), a California municipal corporation, and [Tropical Plaza Nursery, Inc.] ("Contractor"), a [California] [Corporation]. Contractor's CSLB license number is [519398]. Contractor's DIR registration number is [1000024636].

RECITALS

A. The City desires to retain Contractor as an independent contractor to provide landscape maintenance services at the following City facility or Landscape and Lighting Maintenance District: [Maintenance District 5].

B. Contractor represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. "Contract Administrator": Public Works Superintendent Bill Bowlus or a duly authorized designee.

B. "Contract Amount": [\$Thirty-one Thousand, One Hundred and Sixty-four Dollars (\$31,164.00) per year].

C. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.

D. "Indemnitees": the City and its officers, employees, agents, and volunteers.

E. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.

F. "Labor Code Requirements": the Labor Code requirements set forth in the attached Exhibit D.

G. "Liabilities": actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.

H. "Services": the tasks set forth in the attached Exhibit A.

2. Services.

A. General Requirements. Contractor shall perform the Services in a timely, regular basis in accordance with applicable laws. Time is of the essence in the performance of this Agreement.

B. Labor Code Requirements. Contractor acknowledges that the Services are a "public work" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.). Contractor shall comply with the Labor Code Requirements.

C. Performance Standard. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City. Contractor shall consult the Contract Administrator for any decisions that must be made by the City.

D. Customer Care. While fulfilling the terms of this Agreement, Contractor is performing as a representative of City and shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to the Contract Administrator.

E. Cooperation. In the event any claim is brought against the City relating to Contractor's performance of the Services, Contractor shall provide any reasonable assistance and cooperation that the City might require.

3. Term.

A. Base Term. The base term of this Agreement shall be for four and one-half years, commencing on January 1, 2021 and expiring on June 30, 2025, unless extended or earlier terminated as provided herein.

B. Extension Options. The City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The one-year extension options may be exercised sequentially or concurrently. To exercise an extension option, the City shall give written notice to Contractor at least 30 days prior to the then-scheduled expiration date.

C. City Manager Authority. The City Manager may exercise extension options without prior City Council approval if both of the following conditions are satisfied: (i) the compensation to be paid Contractor for the applicable extension period has been approved and is included in a City Council-approved budget; and (ii) Contractor is not in breach of this Agreement.

D. Termination. If either party breaches this Agreement and fails to cure such breach within seven days of written notice, then the non-breaching party may immediately terminate this Agreement for cause. Additionally, the City may terminate this Agreement for convenience upon 60 days prior written notice to Contractor.

4. Compensation.

A. Full Satisfaction. The City shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Contractor under this Agreement exceed the Contract Amount.

B. Invoices. Contractor shall submit monthly invoices to the City for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 30 days of receipt of each invoice, the City shall pay all undisputed amounts on the invoice. City shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.

C. CPI Adjustment: Subject to paragraph D below, starting July 1, 2022, and on an annual basis thereafter, the Fee Schedule shall be adjusted using the Consumer Price index for all Urban Consumers for the Los Angeles, Riverside, Anaheim Metropolitan Area (CPI-U) for the most recent twelve (12) months ending on December 31st prior to the July 1 rate adjustment based on data available from the United States Bureau of Labor Statistics.

D. Council Approval Requirement. The Fee Schedule shall not be revised during the term of this Agreement (including any extension periods) without prior approval by the City Council.

5. Independent Contractor Status. Contractor is, and shall at all times remain as to the City, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or to act otherwise on behalf of the City as an agent. Neither the City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.

6. PERS Compliance. Contractor acknowledges that the City is a local agency member of California's Public Employees' Retirement System ("PERS"), and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to the City to perform the Services, Contractor shall assure compliance with the Public Employees' Retirement Law (Government Code § 20000 et seq.) and the Public Employees' Pension Reform Act of 2013 (Government Code 7522 et seq.). Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause the City to be in violation of the applicable retirement laws and regulations.

7. Indemnification.

A. **Requirement.** Contractor shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Contractor or its subcontractors in connection with this Agreement.

B. **Scope.** Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the City. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by consensus of the parties.

C. **Survival.** Contractor's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

8. Insurance. Without limiting Contractor's defense, hold harmless, and indemnification obligations under this Agreement, Contractor shall maintain policies of insurance as specified in the Insurance Requirements.

9. Accounting Records. During the term of this Agreement and for a period of three years after termination or expiration, Contractor shall maintain all accounting and financial records related to this Agreement in accordance with generally accepted accounting practices, and shall keep and make records available for inspection and audit by City representatives upon reasonable written notice.

10. Suspension. The Contract Administrator may suspend all or any part of the Services for the City's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Contractor.

11. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City
City of Brea
545 N. Berry St.
Brea, CA 92821
Attn: Bill Bowlus
E-mail: BillB@ci.brea.ca.us

Contractor
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.
Villa Park, California 92861
Attn: Leslie Fields, President
E-mail: lesliefields@tropicalplaza.com

12. Assignability. Contractor shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the City Manager's

prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Contractor from utilizing subcontractors identified in Contractor's proposal for the Services. Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

13. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Orange County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

14. Exhibits. The attached Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

15. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

16. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their duly authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of Government Code Section 16.5.

[contractor name]



[use this signature block if contractor is a corporation]

☐ Chairperson ☒ President
☐ Vice President



☒ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☒ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if contractor is a limited liability company]

Manager

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Marty Simonoff, Mayor

Attest:

Lillian Harris-Neal, City Clerk

EXHIBIT A
Scope of Services

(attached)

SECTION VII

JOINT GENERAL SPECIFICATIONS

SECTION V – JOINT GENERAL SPECIFICATIONS

I. DESCRIPTION OF PROJECTS

The purpose of this RFP is to contract with a contractor(s) to perform mowing, edging, landscape and irrigation maintenance tasks at various sites in the City of Brea and the City of La Habra.

The mowing and edging will be completed based on frequencies in the GENERAL SPECIFICATIONS and SPECIFIC BID SPECIFICATIONS for the respective areas. The landscape maintenance will consist of mowing, edging, weeding, fertilizing, pest control and only specific bids have irrigation system maintenance and repair. Irrigation water consumption will be closely monitored. Money will be deducted from invoices for excessive water usage. A large majority of the work will be maintaining the condition of shrubs and ground cover on slopes, medians, and at City facilities. A small amount of tree pruning will be required to clear property lines, separate plant material, maintain safe passage on sidewalks, etc. The Contractor will be responsible to maintain plant material clearance around fences, building, valve boxes, and other obstacles.

All sites in the City of Brea and City of La Habra, must be visited weekly for weeds, trash, dead plants, debris and blowing.

*****City of Brea and City of La Habra water restrictions will govern all irrigation schedules.***

1. SCOPE OF WORK

The work to be done consists of furnishing all materials, implements, machinery, equipment, tools, supplies, transportation, incidentals and labor necessary to the prosecution and completion of the work as required by all specifications, and as directed by the Director of Public Works or a designee.

2. LICENSE AND PERMITS

The Contractor shall have and maintain a **valid C-27 Contractor's license**. All applications of pesticides shall be done in compliance with governmental requirements. Applications of such materials shall be done by personnel licensed by the State of California, Department of Pesticide Regulation. Contractor will obtain any permits required by local governmental agency for the use of special chemicals. For work in the City of Brea, the Contractor and any subcontractor will also be required to secure and maintain a valid **City of Brea Business License**. The Contractor also will be required to obtain an Encroachment permit for work on Valencia and Imperial Highway from Caltrans

paid for on a separate invoice by the City of Brea. For work in the City of La Habra, the Contractor will be required to secure and maintain a valid **City of La Habra Business License**. The Contractor will also be required to obtain an Encroachment permit from Caltrans for work on Beach Boulevard, Imperial Highway (from Beach to Harbor), and Whittier Boulevard and will be paid for on a separate invoice by the City of La Habra.

3. DRESS CODE AND APPEARANCE

The Contractor shall be required to provide uniforms for personnel assigned to the project. Sufficient changes shall be provided to present a neat and clean appearance of the personnel at all times. Contractor personnel shall wear uniforms with Company name and Employee name at all times. Contractor to provide Personal Protective Equipment (PPE) as required.

4. EXTRA WORK

In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:

Contractor must use separate crews to provide all extra work; may not use regular maintenance crews. Regular maintenance work shall be completed in conjunction with extra work and cannot be postponed to complete extra work. Failure to comply with this requirement shall result in a deficiency deduction.

When required by City Representative or Landscape Inspector, an estimate of cost will be submitted for approval prior to work being done.

- a) Work will be executed under the direction of the City on a time-and-materials basis or an agreed lump sum price depending on the nature of the work.
- b) Extra work will not be initiated without written authorization, except in emergency call-out situations.
- c) Extra work may include, but not be limited to, the following:
 - 1. Replacement of plant materials due to failures beyond the Contractor's control.
 - 2. Additional treatment required for planting or soil as not set forth specifically in this Specification.
 - 3. Repairs or replacement of irrigation system.
 - 4. Remedial landscaping.
 - 5. Repairs or replacements due to vandalism or Acts of God.

- d) Labor costs shall be based on the prevailing wage scale for each type of workman. Employee payments for payroll taxes and insurance, health and welfare, pension, vacation, and other direct labor costs to be included.
- e) Material cost shall be the actual cost of materials purchased by the Contractor and used for the extra work, including sales taxes, freight, and delivery charges.
- f) Submittals for Extra-Work Authorization shall include the following and be provided to the City within three (3) business days:
 - 1. Complete price for all labor and materials, itemized.
 - 2. Proposed schedule and completion date.

5. PROJECT INSPECTIONS

Weekly, the Contractor's direct field crew supervisor and next higher representative if deemed will walk the project with the City representative for the purpose of determining compliance with the Specifications or to discuss required work. Contractor representative must be authorized to sign documents and effect changes to the job.

6. VEHICLES

Contractor vehicles must be parked to allow normal and vehicular traffic; comply with OSHA, CAL-OSHA, and W.A.T.C.H. regulations. Vehicles shall display the company name and equipment shall be in good repair and not be older than 10 years.

7. SAFETY

Contractor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (CalOSHA), Federal Occupational and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable governmental law or City risk management standards. Traffic control will be per the "WATCH" book. The contractor will ensure the safety of all park users when working.

8. REPORTS AND SCHEDULES

The Contractor, as part of this agreement, will submit reports and schedules as requested. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments or termination of contract. Such reports must be detailed and thorough and may include but not be limited to the following:

- a) Suggestions for improving problem areas, as needed, or as requested by City.

- b) Reports of work planned. Due weekly at meeting with City.
- c) Cost information to perform extra work for upgrading specific areas, as needed or as requested by City, pricing due in three (3) business days.
- d) Weekly Maintenance Schedule(s). Contractor shall provide a weekly maintenance schedule to the City.
- e) Seasonal Irrigation Schedule. Due at last weekly meeting of the month.
- f) Pesticide Use Reports. Due at last weekly meeting of the month.
- g) Accident Reports. Due within twenty-four (24) hours of accident.
- h) Incident Reports. Due within twenty-four (24) hours of incident.
- i) Hazard Reports. Due within twenty-four (24) hours of identification/discovery.
- j) Irrigation test reports. Due at last meeting of the month depending on type of site.
- k) Fertilize use reports. Due monthly at last weekly meeting of the month.

9. PROTECTION OF PROPERTY DURING INCLEMENT WEATHER

- a) The Contractor shall adjust work schedule to compensate for all holidays and inclement weather. During periods of storms, the Contractor will provide supervisory inspection of the project during regular hours to prevent or minimize possible damage from inclement weather (this includes having a representative in the City during rain events to inspect and clean areas that may have drainage issues or problem with vee-ditches). The Contractor shall submit a report identifying any storm damage to the City's representative attached to a site map identifying location of damage and cost estimate to repair/replace. If remedial work is required beyond the scope of this contract, it shall be paid for as extra work.
- b) Contractor's responsibility for removing branches and leaves downed by high winds or other typical or non-typical environment condition is as follows:
 - 1. Contractor must remove, at no additional cost, all debris on contracted property regardless of disposition of affected tree, shrub, or any other landscape related item, within 48 hours of notification or self-discovery.
 - 2. Leaves or other landscape which accumulates in street gutters adjacent to Contractor's area of work, shall be removed by Contractor at no additional charge to City.
 - 3. Debris inhibiting proper flow of water in V-ditches and other structures shall be removed weekly to prevent flooding or damage to property

4. Damage caused by or increased cost incurred by the City as a result of Contractor not maintaining site in satisfactory condition prior to inclement weather, will be charged to the Contractor.

10. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

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

If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any hazardous conditions and underground systems, i.e., utility lines. Contractor shall instill reasonable precaution when working in these areas. Any damage or problems shall be corrected or repaired at Contractor's expense and reported immediately to the City.

11. CITY LIAISON

The City and the Contractor's will meet on a weekly basis with each City's representative. The purpose of this meeting will be to discuss specific project problems. More frequent contact may be required between the City Landscape Inspector and the Contractor's representative separately from these meetings. The Contractor's representative or direct crew supervisor is expected to be available by phone to address any daily needs.

12. SPECIAL REQUESTS

The Contractor may be requested by the City to perform special tasks which are above his normal scheduled work. It is intended that Special Requests be considered an extra work item unless the City determines that the Special Request is a direct result of neglect on the part of the Contractor.

13. SUPERVISION AND SPECIAL SKILLS

The Contractor shall assign a supervisor working regular working hours for the duration of this Contract. The Contractor shall have a minimum of five (5) years' experience in landscape maintenance supervision. The Contractor shall have expertise and experience in turf management, entomology, pest control, soils, fertilizers, plant identification, and irrigation system maintenance. The crew supervisor shall be capable of communicating effectively both in written and spoken English.

Each Contractor's working crews shall also have a responsible lead man who may represent Contractor to discuss the work in English with the Director of Public Works, or their designated representative, within twenty-four (24) hours of notification from the Director of Public Works, or his designated representative.

14. PESTICIDES

- a) General: All materials shall be in strict accordance and applied within the EPA regulations and the California Department of Pesticide Regulation. Current pesticide use recommendations made by a licensed Pest Control Advisor must be provided to the City prior to the application of any pesticide on City maintained areas.
- b) The application of pesticides and other chemicals shall be recorded on the Pesticide Use Form and coordinated with City Landscape Inspector.

15. CONTRACTOR NEGLECT

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

16. SCHEDULING OF OPERATIONS

The Contractor shall perform his work at such times as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. Examples of this would be early morning mowing or irrigation checks, etc. The Contractor shall submit a Maintenance Schedule describing maintenance operations and when work and applications of chemicals/fertilizers will be accomplished. Schedule shall be submitted weekly. Annual schedule of work force and maintenance tasks shall be submitted to City July 1, of every year of the contract, prior to starting any maintenance operations. All forms and schedules shall be of a format supplied by, or approved by, City. In addition, if there is a permanent change to the work force size at any time during the year the City shall be notified immediately.

17. SOUND CONTROL REQUIREMENTS

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

18. ADDITIONS/DELETIONS TO CITY LANDSCAPE AREAS

Changes in the areas to be maintained may be made as the City accepts new areas and/or relinquishes currently maintained areas. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change. Costs to add or delete landscape maintenance areas shall be made on a per square foot cost for planter maintenance or turf mowed per bid pricing or similarly sized landscape area. The City reserves the right to delete any site from the contract with thirty (30) days written notice.

19. ADDITIONS/DELETIONS TO GENERAL MAINTENANCE SPECIFICATIONS

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

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

20. LIQUIDATED DAMAGES; NONPERFORMANCE

- a) Contractor may be assessed penalties by City up to one hundred percent (100%) of the monthly value of a site for nonperformance and up to sixty percent (60%) of the monthly value of a site for substandard performance. Such penalties shall be assessed at the discretion of the City. Contractor shall be notified of any penalties in accordance with the terms of this Contract.
- b) Contractor shall be notified of service failure by delivery of a "Performance Deficiency Notification" form to Contractor by City. Said notice will serve as formal notification that Contractor has incurred a service deficiency sufficiently material that contract termination may result if satisfactory corrective action is not taken by Contractor.

The Performance Deficiency Notification will contain the acceptable time period for service correction. Upon Deficiency Notification, the correction will either be accepted or rejected. If accepted, part or all of the penalties may be waived, regardless of whether City has incurred loss as a result of said service failure.

Contractor will be notified of correction acceptance status by delivery of a Performance Deficiency Status Memorandum. Should correction not be accepted, a separate additional Performance Deficiency Notification will be delivered to Contractor, thus increasing the number of Deficiency Notices received by Contractor.

F. BREA - DISTRICTS 1, 3, 5, 6 AND 7

MOWING AND LANDSCAPE MAINTENANCE DISTRICTS 1, 3, 5, 6 AND 7 (1 BID FEE SCHEDULE FOR EACH DISTRICT)

This Scope of Services is for mowing and landscape maintenance in Brea's Landscape Maintenance District Nos. 1,3,5, 6, and 7.

Additional Information

Service days will be scheduled with staff for servicing before street sweeping.

SPECIAL SPECIFICATIONS FOR MOWING AND LANDSCAPE MAINTENANCE IN MAINTENANCE DISTRICTS 1, 3, 5, 6 AND 7

1. LANDSCAPE MAINTENANCE AREAS

Landscape maintenance Contractor's irrigation staff will be responsible for repair of all site irrigation from water meter and controller, through lateral lines and sprinkler heads (backflow devices and City mainlines are excluded). Landscape Contractor is fully responsible for irrigation controller programming. City water management directions must be implemented.

All Contractor-caused irrigation damage will be the responsibility of Contractor to repair within 24-hours of occurrence. Failure to do so will result in City repair and recouping of costs or liquidated damages. In addition, a Performance Deficiency Notice may be issued.

2. IRRIGATION/OPERATION AND MAINTENANCE

All landscaped areas shall be irrigated as required to maintain optimum growth and appearance. ***Irrigation person shall be a separate position and not included in the duties of regularly scheduled staff at the sites.***

3. IRRIGATION RESPONSIBILITIES

- a) The Contractor shall conduct monthly irrigation tests. The City may notify Contractor verbally or in writing if discovered damage or defects are found during City inspections of irrigation systems. Contractor shall make needed repairs within 24-hours of notification or self-discovery. Contractor shall submit irrigation test reports, on approved form, at weekly/monthly meeting based on type of site. Failure to submit the required reports will result in issuance of a Performance Deficiency Notice.
- b) All irrigation systems shall be tested and inspected by the Contractor in accordance with the following:

1. Operate all valves automatically.
 2. Visually inspect all irrigation heads for proper adjustment, operation, and leakage.
 3. Review program and verify controller is operating correctly.
 4. Record water meter reading at time of test.
- c) All systems shall be adjusted in order to:
1. Provide adequate coverage of all landscape areas.
 2. Prevent excessive runoff and/or erosion.
 3. Prevent watering roadways, walkways, trails, fences and private property.
 4. Prevent saturated conditions.
- d) All system malfunctions, damage, and obstructions shall be recorded and corrective action taken per specifications. A report of required systems testing shall be submitted to the City.
- e) In addition to required testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported, daily if necessary.
1. Repair malfunctioning controllers, quick couplers, manual or automatic valves and sprinkler heads within twenty-four (24) hours of notification or self-discovery. Provide backup or temporary controller should repair of City controller be required.
 2. The Contractor shall turn off irrigation system during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.
 3. Once the City Landscape Inspector acknowledges the necessity to turn on the water again, all controllers shall be activated within twenty-four (24) hours.
 4. Failure to turn off controller during rain, or activate following instruction by City to do so will result in the issuance of a Performance Deficiency Notification.

4. MATERIALS

- a) All replacement materials are to be with original types and model materials, unless City representative approves a substitute.
- b) Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.
- c) Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
- d) Repairs of equipment or property damaged by Contractor or as a result of an error or omission by Contractor shall not be submitted to City for payment and are the responsibility of the Contractor.
- e) All materials are to be new and identical to existing materials, unless directed otherwise by the City representative. All new irrigation heads installed shall be fitted with appropriate nozzle to match precipitation rate of head being replaced.
- f) Changes to sprinkler systems are to be designed to achieve matched precipitation rates.

5. WATER MANAGEMENT

- a) All systems shall be programmed weekly or as needed to maintain plants in a healthy, vigorous condition.
- b) All program changes shall be recorded and submitted on City approved form.
- c) Water meter reading for each system is to be submitted with irrigation test report.
- d) Controller program is to be sufficient to keep the landscape healthy without excessive water use.
- e) Controller programs shall incorporate the following conditions:
 - 1. Meet City Water Management requirements.
 - 2. Avoid weekend watering when possible.
 - 3. Maximize repeat operations.
 - 4. Minimize station run times.
 - 5. Reflect actual evapotranspiration (E.T.) requirements.

6. Reflect actual requirements of soil and plants.
7. Eliminate runoff into streets, sidewalks, and other non-target areas.
8. Provide sufficient time for soil to dry out between irrigations.
9. Maximize community use of City property.

6. WEED & PEST CONTROL

a) General – Control of horticulturally damaging plant pests (insects, diseases, vertebrates and mites) shall be the responsibility of the Contractor. Written recommendations by a licensed California Agricultural Pest Control Adviser are required to be submitted to the City prior to any application of pesticides. Control shall mean the prevention or eradication of any pest to the satisfaction of the City. The City may determine an acceptable level of impact by any pest and adjust the pest control program of the Contractor accordingly. Proper cultural practices shall be a part of the Contractor's pest control program. Failure to prevent, treat, or manage any pest infestation that results in loss of plant material or creates a risk to public health and safety may be remedied by the City at Contractor's expense in the form of a reduction in payment.

b) Landscaped areas (shrub and ground cover)

1. Weed control

a) All landscaped areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label and State Regulations.

b) All areas within boundaries of site, which are not landscaped, shall be treated monthly to eliminate weeds.

2. Snail control – Snails shall be controlled on an as-needed basis on all plant material, as determined by the City.

3. Insect and disease control

c) Turf

1. Weed control

a) When weed population is excessive as determined by City, an appropriate herbicide shall be applied in accordance with all label specifications.

- b) In all areas prone to weed intrusion, applications of appropriately labeled pre-emergent herbicide shall be required.

2. Insect and disease control

- a) All turf areas with fungus infection shall be treated with an appropriate fungicide as directed by City.
- b) All other insect, disease and fungus problems will be treated on a site-and-need-specific basis with the knowledge and consent of the City.
- c) Damaged turf caused by disease shall be repaired or replaced at no extra cost to the City.

7. RODENT CONTROL

Contractor shall be responsible for the eradication and control of all rodents, as necessary, on a continual basis. All mounds, burrows, or other damage shall be repaired by Contractor as required by City. Failure to successfully manage pests will result in city performing work and deducting cost from monthly payments.

8. WEED CONTROL OF PAVED SURFACES

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

9. LANDSCAPE IMPROVEMENT MAINTENANCE

Landscape improvement maintenance shall include shrubs, ground cover, irrigation, and drainage structures. Slope maintenance includes the pruning of shrubs and routine pruning to maintain a neat appearance. Remove weeds that are not controlled by herbicides before size or abundance become a cause of complaint. Generally, weeds that exceed 3-5 inches in height, or predominate a bare area, are unacceptable. Keep all areas in a neat, clean and well-maintained condition at all times.

Maintain all drainage structures to avoid obstruction at all times. Keep sidewalks free of obstructions, water, mud, algae, slime, leaves or other potentially hazardous debris at all times. Keep adjacent plant material from encroaching public right-of-way.

10. GUARANTEE AND/OR REPLACEMENT POLICY

All new plant material and irrigation installations or repairs shall be guaranteed for a period of one (1) calendar year except due to "Act of God," i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants shall be inspected and approved by

City prior to installation. All landscape or irrigation installations or repairs shall confirm to Landscape and Irrigation Specifications accepted by Director of Public Works or his designee.

11. LANDSCAPE MAINTENANCE (All landscaped areas)

a) Turf

1. Mowing – The contractor shall mow all turf grass with properly sharpened and maintained equipment in a manner that ensures a smooth surface without ridges, depressions or scalping. Mowing patterns shall be alternated on a weekly basis.
2. Frequency – Turf grass shall be mowed 42 times per year as City schedules.
3. Height – Mowing heights will be determined by the Park Supervisor. Turf grass mowing heights may be adjusted by the City during turf grass renovations, special events, or if deemed necessary to promote the health and vigor of the grass.
4. Machine Type – Warm/cool season turf blends may be mowed with rotary or reel type mowers. All warm season turf grasses shall be cut with reel type mowers, unless otherwise approved by City. All cool season turf grasses shall be cut with rotary type mowers. The City encourages the use of mulching mowers whenever possible. Flail mowers may be used only by specific approval of the City.
5. Clippings – All clippings shall be efficiently mulched to leave no visible trace or picked up and removed to a designated dumping site. At no time shall unsightly clippings be left following mowing operation.
6. Edging – All edges of turf shall be mechanically edged. Turf grass edging and trimming shall be performed weekly at the time of mowing. All clippings shall be removed before vacating the site. All edging shall be done with a power edger containing a steel blade. In certain situations where a string trimmer may be more effective, the City may allow its use.
7. Weeds – All turf grass areas shall be kept free of weeds at all times. Weed removal shall consist of complete eradication or removal of all weeds including top growth and roots.
8. Pre-emergent Herbicide – Pre-emergent herbicides labeled for use on turf shall be applied one time per year.
9. Fertilizer – Fertilizer application will be in April and October with a 16-6-8 Type fertilizer. The Contractor shall notify the City in writing five (5) working days prior

to any fertilizer application. **This notification shall include the following: Location and exact date the fertilizer application will be performed; type of fertilizer and method of application to be used.** The Contractor shall immediately notify the City so irrigation can be scheduled. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application. All fertilizer shall be removed from hardscape and other non-target areas. Any damage or streaking of turf shall be repaired at no cost to City.

10. Irrigation Management – Contractor shall provide a monthly report for each site that records all irrigation repairs, controller programming, and status of overall system. The report shall be in a form and content acceptable to the City and shall be submitted with the monthly invoice. All turf areas shall be irrigated as required to maintain adequate growth and appearance.

- a) Inspection - Contractor shall conduct weekly irrigation system tests.

- b) Repairs - Contractor shall make all repairs within 24-hours of self-discovery or notification. Replacement of irrigation components shall be with originally installed materials of the same size and quantity. Substitutions must be approved by the City. All mainline repairs must be inspected and approved by the City.

b) Shrub Maintenance

1. Shape – All shrubs to be trimmed symmetrically in a natural form and proportion, but not to interfere with vehicular and pedestrian clearance, visibility and access, unless otherwise directed by the City's representative.
2. Fertilizer – Fertilize all ground cover and shrub beds in March with a 15-15-15 Type fertilizer.
3. Pre-emergent – To be completed two (2) times per year by the end of the first week of each of the following months of March and October.
4. Pruning – Prune shrubs to encourage healthy growth habits, natural form and proportion, symmetrical appearance and proper vertical and horizontal clearance.
5. Shearing – Only those plants specifically designated by the City's representative shall be sheared. These plants may also require additional thinning to maintain a healthy look and condition.

c) Ground Cover Maintenance

1. Trimming – All ground cover is to be trimmed not to interfere with irrigation operation or to encroach on to private property or right-of-way. All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain neat but natural (not sheared) edges. All ground cover is to be kept a minimum of six (6) inches from, but not limited to, all tree, shrubs, walls and fences. All hillside ground cover shall be topped a minimum of six (6) times a year to maintain a height of no more than twelve (12) inches unless otherwise directed by City representative.
2. Fertilizer – Fertilize all ground cover and shrub beds in March with a 15-15-15 Type fertilizer.
3. Pre-emergent – To be completed two (2) times per year by the end of the first week of each of the following months of March and October; at the maximum allowable rate per the manufacturers labeled recommendation.

12. CLEAN-UP

- a) At no time will it be allowed to blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean.
- b) Contractor shall remove all debris resulting from the maintenance operations and dispose of it off-site at the time of occurrence.
- c) All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day.
- d) All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.
- e) All shrub areas not interplanted with ground cover will be raked clean of all leaves, dead branches, and debris a minimum of once a month.
- f) The Contractor shall provide a general clean-up operation on a weekly basis for the purpose of picking up papers, trash or debris which may accumulate in the landscape areas, caused by winds or normal conditions.
- g) Trashcans provided by City shall be emptied weekly (District #3 only). Contractor shall provide and install plastic liners for all trashcans at contractor's expense.

13. GENERAL LANDSCAPE MAINTENANCE

- a) Watering – A regular, deep watering program shall be accomplished to give the best results. The established turf should not be kept moist but should dry out somewhat between waterings. Allow turf to dry out before mowing. Provide watering schedule to City as required by this specification.
- b) Pest Control – Apply all pesticides necessary to control pests. Pests shall include, but are not limited to insects, diseases, vertebrates, snails and slugs.
- c) Fertilization – All landscaped areas shall be fertilized as specified. Contractor shall coordinate fertilizer applications with City for verification. All products must be applied per manufacturer's label and be suitable for the plants being fertilized.
- d) All turf areas shall be fertilized as specified. Contractor shall coordinate fertilizer scheduling with City. Application must be verified by City Landscape Inspector.
- e) Refurbishment of Turfgrass – Turf areas that thin out due to shading effect of trees, structures, foot traffic and irrigation problems, etc., will be reseeded with an approved grass seed to restore thinning areas, at no additional cost to the City throughout the year.
- f) Weed Control – Contractor shall maintain a turf free of weed infestations over ten (10) percent of total turf area at all times by either chemical or mechanical means. Pre-emergent herbicide applications shall be required to control crabgrass in all turf areas. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made, the turf should be well established and in a vigorous condition. All chemicals applied shall be recorded and coordinated with the City.
- g) String Trimmers – Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. **No string trimmers shall be used around trees.** A six (6) inch bare soil buffer zone shall be maintained around the circumference at the base of all trees, unless otherwise directed by City.

EXHIBIT B
Fee Schedule

(attached)

Exhibit B

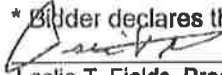
FEE SCHEDULE #10: BREA-LANDSCAPE MAINTENANCE AT MAINTENANCE DISTRICT 5

Bidder: Tropical Plaza Nursery, Inc.

Item	Description	Quantity in Square Feet	Unit Price 1. Per mow 2. Per month	Total 1. Unit x 42 2. Unit x 12
1.	Mow at Maintenance District #5	8,130	\$100.00	\$4,200.00
2.	Weekly landscape maintenance at Maintenance District #5	249,353	\$2,247.00	\$26,964.00

Total Schedule in words: Thirty one thousand one hundred sixty four dollars and no cents
Total Schedule in figures: \$ 31,164.00

* Bidder declares that he or she has read and understands the scope of services


 Leslie T. Fields, President

Staff Information

Number of days per week: 1

Staff per day: 4 (1-Foreman, 2-Laborers, 1-Irrigation Tech)

Total staff hours per day: 19

EXHIBIT C
Insurance Requirements

1. Summary. Insurance coverages shall comply with requirements set forth herein.
 - A. Rating Requirements. A /VII minimum.
 - B. Commercial General Liability (CGL) + (PCO)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - C. Automobile Liability Insurance (ALI) (any auto)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - d. Exception. Not required if no vehicles used except for deliveries.
 - D. Workers' Compensation (WC) and Employer's Liability (ELI)
 - a. Statutory limits for Worker's Compensation.
 - b. \$1,000,000 Minimum. Per accident for bodily injury or disease.
 - c. Additional Insured Endorsement. Not Required.
 - d. Waiver of Subrogation. Required.
 - e. Exception. Not required if no employees used for these Services.
2. General Requirements
 - A. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet these requirements, Contractor agrees to amend, supplement or endorse the policies to do so.
 - B. Without limiting Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the term of this Agreement, the following policies of insurance.
 - C. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.

- D. If Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

3. Coverages

A. Commercial General Liability (CGL)

- a. CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- b. Limits shall be no less than \$2,000,000 per occurrence.
- c. Products-Completed Operations (PCO)
Contractor shall procure and submit to the City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.

B. Automobile Liability Insurance (ALI)

- a. ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
- b. If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
 - i. A personal automobile liability policy for the contractor's own vehicle, if Contractor is a one-person operation; and
 - ii. A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

C. Workers' Compensation (WC)

- a. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- b. Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor has no employees who will be performing work on behalf of the City, Contractor must provide:
 - i. A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will

comply with such provisions before commencing the performance of the work of this contract; and

- ii. A certification that Contractor does not employ any individual(s) in the course and scope of business operations.

- 4. Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

- A. Commercial General Liability & Contractors Pollution Liability

- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.
- b. Additional Insured Endorsements shall not:
 - Be limited to "Ongoing Operations".
 - Exclude "Contractual Liability".
 - Restrict coverage to the "Sole" liability of Contractor.
 - Exclude "Third-Party-Over Actions".
 - Contain any other exclusion contrary to this Agreement.
- c. Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.
- d. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

- B. Auto Liability

- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor.
- b. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

- C. Workers' Compensation. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

5. Miscellaneous.

- A. Insurance Obligations of Contractor. The insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
- B. Notice of Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a 30 day written notice of cancellation has been served upon City except 10 days shall be allowed for non-payment of premium.
- C. Waiver of Subrogation. Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- D. Evidence of Insurance. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least 15 days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within 10 days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- F. Deductible or Self-Insured Retention. Any deductible or self-insured retention must be approved in writing by the City and shall protect the

indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

- G. Contractual Liability. The coverage provided shall apply to the obligations assumed by Contractor under the indemnity provisions of this Agreement.
- H. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
- I. In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.
- J. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.
- K. Claims Made Policies. If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of this Agreement and an extended reporting period shall be provided for a period of at least five years from termination or expiration of this Agreement.
- L. Insurance for Subcontractors. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

EXHIBIT D
Labor Code Requirements

1. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Services are on file at City Hall and will be made available to any interested party on request. By initiating any Work, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.
2. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty paid to the City, forfeit \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.
3. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. Contractor has 10 days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, Contractor shall forfeit \$100 for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
4. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.
5. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty paid to the City, forfeit \$25 for each worker employed in the performance of the Services by Contractor or by any subcontractor 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 Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than 1.5 times the basic rate of pay.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Services, Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Contractor or any subcontractor becomes debarred or suspended during the duration of this Agreement, Contractor shall immediately notify the City.
8. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.
9. The Services are subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.
10. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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."

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is dated [December 1, 2020] for reference purposes and is executed by the City of Brea ("City"), a California municipal corporation, and [S.C. Yamamoto, Inc.] ("Contractor"), a [California] [Corporation]. Contractor's CSLB license number is [699477]. Contractor's DIR registration number is [1000015332].

R E C I T A L S

A. The City desires to retain Contractor as an independent contractor to provide landscape maintenance services at the following City facility or Landscape and Lighting Maintenance District: [Maintenance District 6].

B. Contractor represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. "Contract Administrator": Public Works Superintendent Bill Bowlus or a duly authorized designee.

B. "Contract Amount": [\$ Sixty Thousand Dollars (\$60,000)] per year.

C. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.

D. "Indemnitees": the City and its officers, employees, agents, and volunteers.

E. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.

F. "Labor Code Requirements": the Labor Code requirements set forth in the attached Exhibit D.

G. "Liabilities": actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.

H. "Services": the tasks set forth in the attached Exhibit A.

2. Services.

A. General Requirements. Contractor shall perform the Services in a timely, regular basis in accordance with applicable laws. Time is of the essence in the performance of this Agreement.

B. Labor Code Requirements. Contractor acknowledges that the Services are a "public work" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.). Contractor shall comply with the Labor Code Requirements.

C. Performance Standard. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City. Contractor shall consult the Contract Administrator for any decisions that must be made by the City.

D. Customer Care. While fulfilling the terms of this Agreement, Contractor is performing as a representative of City and shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to the Contract Administrator.

E. Cooperation. In the event any claim is brought against the City relating to Contractor's performance of the Services, Contractor shall provide any reasonable assistance and cooperation that the City might require.

3. Term.

A. Base Term. The base term of this Agreement shall be for four and one-half years, commencing on January 1, 2021 and expiring on June 30, 2025, unless extended or earlier terminated as provided herein.

B. Extension Options. The City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The one-year extension options may be exercised sequentially or concurrently. To exercise an extension option, the City shall give written notice to Contractor at least 30 days prior to the then-scheduled expiration date.

C. City Manager Authority. The City Manager may exercise extension options without prior City Council approval if both of the following conditions are satisfied: (i) the compensation to be paid Contractor for the applicable extension period has been approved and is included in a City Council-approved budget; and (ii) Contractor is not in breach of this Agreement.

D. Termination. If either party breaches this Agreement and fails to cure such breach within seven days of written notice, then the non-breaching party may immediately terminate this Agreement for cause. Additionally, the City may terminate this Agreement for convenience upon 60 days prior written notice to Contractor.

4. Compensation.

A. Full Satisfaction. The City shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Contractor under this Agreement exceed the Contract Amount.

B. Invoices. Contractor shall submit monthly invoices to the City for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 30 days of receipt of each invoice, the City shall pay all undisputed amounts on the invoice. City shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.

C. CPI Adjustment: Subject to paragraph D below, starting July 1, 2022, and on an annual basis thereafter, the Fee Schedule shall be adjusted using the Consumer Price index for all Urban Consumers for the Los Angeles, Riverside, Anaheim Metropolitan Area (CPI-U) for the most recent twelve (12) months ending on December 31st prior to the July 1 rate adjustment based on data available from the United States Bureau of Labor Statistics.

D. Council Approval Requirement. The Fee Schedule shall not be revised during the term of this Agreement (including any extension periods) without prior approval by the City Council.

5. Independent Contractor Status. Contractor is, and shall at all times remain as to the City, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or to act otherwise on behalf of the City as an agent. Neither the City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.

6. PERS Compliance. Contractor acknowledges that the City is a local agency member of California's Public Employees' Retirement System ("PERS"), and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to the City to perform the Services, Contractor shall assure compliance with the Public Employees' Retirement Law (Government Code § 20000 et seq.) and the Public Employees' Pension Reform Act of 2013 (Government Code 7522 et seq.). Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause the City to be in violation of the applicable retirement laws and regulations.

7. Indemnification.

A. **Requirement.** Contractor shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Contractor or its subcontractors in connection with this Agreement.

B. **Scope.** Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the City. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by consensus of the parties.

C. **Survival.** Contractor's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

8. Insurance. Without limiting Contractor's defense, hold harmless, and indemnification obligations under this Agreement, Contractor shall maintain policies of insurance as specified in the Insurance Requirements.

9. Accounting Records. During the term of this Agreement and for a period of three years after termination or expiration, Contractor shall maintain all accounting and financial records related to this Agreement in accordance with generally accepted accounting practices, and shall keep and make records available for inspection and audit by City representatives upon reasonable written notice.

10. Suspension. The Contract Administrator may suspend all or any part of the Services for the City's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Contractor.

11. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City
City of Brea
545 N. Berry St.
Brea, CA 92821
Attn: Bill Bowlus
E-mail: BillB@ci.brea.ca.us

Contractor
S. C. Yamamoto
2031 Emery Avenue
La Habra, California 90631
Attn: Shinsuke C. Yamamoto, President
E-mail: scyamamoto@scyamamoto.com

12. Assignability. Contractor shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the City Manager's

prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Contractor from utilizing subcontractors identified in Contractor's proposal for the Services. Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

13. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Orange County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

14. Exhibits. The attached Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.


15. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

16. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.


[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their duly authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of Government Code Section 16.5.

S.C. Yamamoto, Inc.



☐ Chairperson ☒ President
☐ Vice President



☒ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if contractor is a limited liability company]

Manager

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Marty Simonoff, Mayor

Attest:

Lillian Harris-Neal, City Clerk

EXHIBIT A
Scope of Services

(attached)

SECTION VII
JOINT GENERAL SPECIFICATIONS

SECTION V – JOINT GENERAL SPECIFICATIONS

I. DESCRIPTION OF PROJECTS

The purpose of this RFP is to contract with a contractor(s) to perform mowing, edging, landscape and irrigation maintenance tasks at various sites in the City of Brea and the City of La Habra.

The mowing and edging will be completed based on frequencies in the GENERAL SPECIFICATIONS and SPECIFIC BID SPECIFICATIONS for the respective areas. The landscape maintenance will consist of mowing, edging, weeding, fertilizing, pest control and only specific bids have irrigation system maintenance and repair. Irrigation water consumption will be closely monitored. Money will be deducted from invoices for excessive water usage. A large majority of the work will be maintaining the condition of shrubs and ground cover on slopes, medians, and at City facilities. A small amount of tree pruning will be required to clear property lines, separate plant material, maintain safe passage on sidewalks, etc. The Contractor will be responsible to maintain plant material clearance around fences, building, valve boxes, and other obstacles.

All sites in the City of Brea and City of La Habra, must be visited weekly for weeds, trash, dead plants, debris and blowing.

*****City of Brea and City of La Habra water restrictions will govern all irrigation schedules.***

1. SCOPE OF WORK

The work to be done consists of furnishing all materials, implements, machinery, equipment, tools, supplies, transportation, incidentals and labor necessary to the prosecution and completion of the work as required by all specifications, and as directed by the Director of Public Works or a designee.

2. LICENSE AND PERMITS

The Contractor shall have and maintain a **valid C-27 Contractor's license**. All applications of pesticides shall be done in compliance with governmental requirements. Applications of such materials shall be done by personnel licensed by the State of California, Department of Pesticide Regulation. Contractor will obtain any permits required by local governmental agency for the use of special chemicals. For work in the City of Brea, the Contractor and any subcontractor will also be required to secure and maintain a valid **City of Brea Business License**. The Contractor also will be required to obtain an Encroachment permit for work on Valencia and Imperial Highway from Caltrans

paid for on a separate invoice by the City of Brea. For work in the City of La Habra, the Contractor will be required to secure and maintain a valid **City of La Habra Business License**. The Contractor will also be required to obtain an Encroachment permit from Caltrans for work on Beach Boulevard, Imperial Highway (from Beach to Harbor), and Whittier Boulevard and will be paid for on a separate invoice by the City of La Habra.

3. DRESS CODE AND APPEARANCE

The Contractor shall be required to provide uniforms for personnel assigned to the project. Sufficient changes shall be provided to present a neat and clean appearance of the personnel at all times. Contractor personnel shall wear uniforms with Company name and Employee name at all times. Contractor to provide Personal Protective Equipment (PPE) as required.

4. EXTRA WORK

In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:

Contractor must use separate crews to provide all extra work; may not use regular maintenance crews. Regular maintenance work shall be completed in conjunction with extra work and cannot be postponed to complete extra work. Failure to comply with this requirement shall result in a deficiency deduction.

When required by City Representative or Landscape Inspector, an estimate of cost will be submitted for approval prior to work being done.

- a) Work will be executed under the direction of the City on a time-and-materials basis or an agreed lump sum price depending on the nature of the work.
- b) Extra work will not be initiated without written authorization, except in emergency call-out situations.
- c) Extra work may include, but not be limited to, the following:
 - 1. Replacement of plant materials due to failures beyond the Contractor's control.
 - 2. Additional treatment required for planting or soil as not set forth specifically in this Specification.
 - 3. Repairs or replacement of irrigation system.
 - 4. Remedial landscaping.
 - 5. Repairs or replacements due to vandalism or Acts of God.

- d) Labor costs shall be based on the prevailing wage scale for each type of workman. Employee payments for payroll taxes and insurance, health and welfare, pension, vacation, and other direct labor costs to be included.
- e) Material cost shall be the actual cost of materials purchased by the Contractor and used for the extra work, including sales taxes, freight, and delivery charges.
- f) Submittals for Extra-Work Authorization shall include the following and be provided to the City within three (3) business days:
 - 1. Complete price for all labor and materials, itemized.
 - 2. Proposed schedule and completion date.

5. PROJECT INSPECTIONS

Weekly, the Contractor's direct field crew supervisor and next higher representative if deemed will walk the project with the City representative for the purpose of determining compliance with the Specifications or to discuss required work. Contractor representative must be authorized to sign documents and effect changes to the job.

6. VEHICLES

Contractor vehicles must be parked to allow normal and vehicular traffic; comply with OSHA, CAL-OSHA, and W.A.T.C.H. regulations. Vehicles shall display the company name and equipment shall be in good repair and not be older than 10 years.

7. SAFETY

Contractor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (CalOSHA), Federal Occupational and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable governmental law or City risk management standards. Traffic control will be per the "WATCH" book. The contractor will ensure the safety of all park users when working.

8. REPORTS AND SCHEDULES

The Contractor, as part of this agreement, will submit reports and schedules as requested. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments or termination of contract. Such reports must be detailed and thorough and may include but not be limited to the following:

- a) Suggestions for improving problem areas, as needed, or as requested by City.

- b) Reports of work planned. Due weekly at meeting with City.
- c) Cost information to perform extra work for upgrading specific areas, as needed or as requested by City, pricing due in three (3) business days.
- d) Weekly Maintenance Schedule(s). Contractor shall provide a weekly maintenance schedule to the City.
- e) Seasonal Irrigation Schedule. Due at last weekly meeting of the month.
- f) Pesticide Use Reports. Due at last weekly meeting of the month.
- g) Accident Reports. Due within twenty-four (24) hours of accident.
- h) Incident Reports. Due within twenty-four (24) hours of incident.
- i) Hazard Reports. Due within twenty-four (24) hours of identification/discovery.
- j) Irrigation test reports. Due at last meeting of the month depending on type of site.
- k) Fertilize use reports. Due monthly at last weekly meeting of the month.

9. PROTECTION OF PROPERTY DURING INCLEMENT WEATHER

- a) The Contractor shall adjust work schedule to compensate for all holidays and inclement weather. During periods of storms, the Contractor will provide supervisory inspection of the project during regular hours to prevent or minimize possible damage from inclement weather (this includes having a representative in the City during rain events to inspect and clean areas that may have drainage issues or problem with vee-ditches). The Contractor shall submit a report identifying any storm damage to the City's representative attached to a site map identifying location of damage and cost estimate to repair/replace. If remedial work is required beyond the scope of this contract, it shall be paid for as extra work.
- b) Contractor's responsibility for removing branches and leaves downed by high winds or other typical or non-typical environment condition is as follows:
 - 1. Contractor must remove, at no additional cost, all debris on contracted property regardless of disposition of affected tree, shrub, or any other landscape related item, within 48 hours of notification or self-discovery.
 - 2. Leaves or other landscape which accumulates in street gutters adjacent to Contractor's area of work, shall be removed by Contractor at no additional charge to City.
 - 3. Debris inhibiting proper flow of water in V-ditches and other structures shall be removed weekly to prevent flooding or damage to property

4. Damage caused by or increased cost incurred by the City as a result of Contractor not maintaining site in satisfactory condition prior to inclement weather, will be charged to the Contractor.

10. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

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

If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any hazardous conditions and underground systems, i.e., utility lines. Contractor shall instill reasonable precaution when working in these areas. Any damage or problems shall be corrected or repaired at Contractor's expense and reported immediately to the City.

11. CITY LIAISON

The City and the Contractor's will meet on a weekly basis with each City's representative. The purpose of this meeting will be to discuss specific project problems. More frequent contact may be required between the City Landscape Inspector and the Contractor's representative separately from these meetings. The Contractor's representative or direct crew supervisor is expected to be available by phone to address any daily needs.

12. SPECIAL REQUESTS

The Contractor may be requested by the City to perform special tasks which are above his normal scheduled work. It is intended that Special Requests be considered an extra work item unless the City determines that the Special Request is a direct result of neglect on the part of the Contractor.

13. SUPERVISION AND SPECIAL SKILLS

The Contractor shall assign a supervisor working regular working hours for the duration of this Contract. The Contractor shall have a minimum of five (5) years' experience in landscape maintenance supervision. The Contractor shall have expertise and experience in turf management, entomology, pest control, soils, fertilizers, plant identification, and irrigation system maintenance. The crew supervisor shall be capable of communicating effectively both in written and spoken English.

Each Contractor's working crews shall also have a responsible lead man who may represent Contractor to discuss the work in English with the Director of Public Works, or their designated representative, within twenty-four (24) hours of notification from the Director of Public Works, or his designated representative.

14. PESTICIDES

- a) General: All materials shall be in strict accordance and applied within the EPA regulations and the California Department of Pesticide Regulation. Current pesticide use recommendations made by a licensed Pest Control Advisor must be provided to the City prior to the application of any pesticide on City maintained areas.
- b) The application of pesticides and other chemicals shall be recorded on the Pesticide Use Form and coordinated with City Landscape Inspector.

15. CONTRACTOR NEGLECT

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

16. SCHEDULING OF OPERATIONS

The Contractor shall perform his work at such times as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. Examples of this would be early morning mowing or irrigation checks, etc. The Contractor shall submit a Maintenance Schedule describing maintenance operations and when work and applications of chemicals/fertilizers will be accomplished. Schedule shall be submitted weekly. Annual schedule of work force and maintenance tasks shall be submitted to City July 1, of every year of the contract, prior to starting any maintenance operations. All forms and schedules shall be of a format supplied by, or approved by, City. In addition, if there is a permanent change to the work force size at any time during the year the City shall be notified immediately.

17. SOUND CONTROL REQUIREMENTS

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

18. ADDITIONS/DELETIONS TO CITY LANDSCAPE AREAS

Changes in the areas to be maintained may be made as the City accepts new areas and/or relinquishes currently maintained areas. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change. Costs to add or delete landscape maintenance areas shall be made on a per square foot cost for planter maintenance or turf mowed per bid pricing or similarly sized landscape area. The City reserves the right to delete any site from the contract with thirty (30) days written notice.

19. ADDITIONS/DELETIONS TO GENERAL MAINTENANCE SPECIFICATIONS

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

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

20. LIQUIDATED DAMAGES; NONPERFORMANCE

- a) Contractor may be assessed penalties by City up to one hundred percent (100%) of the monthly value of a site for nonperformance and up to sixty percent (60%) of the monthly value of a site for substandard performance. Such penalties shall be assessed at the discretion of the City. Contractor shall be notified of any penalties in accordance with the terms of this Contract.
- b) Contractor shall be notified of service failure by delivery of a "Performance Deficiency Notification" form to Contractor by City. Said notice will serve as formal notification that Contractor has incurred a service deficiency sufficiently material that contract termination may result if satisfactory corrective action is not taken by Contractor.

The Performance Deficiency Notification will contain the acceptable time period for service correction. Upon Deficiency Notification, the correction will either be accepted or rejected. If accepted, part or all of the penalties may be waived, regardless of whether City has incurred loss as a result of said service failure.

Contractor will be notified of correction acceptance status by delivery of a Performance Deficiency Status Memorandum. Should correction not be accepted, a separate additional Performance Deficiency Notification will be delivered to Contractor, thus increasing the number of Deficiency Notices received by Contractor.

F. BREA - DISTRICTS 1, 3, 5, 6 AND 7

MOWING AND LANDSCAPE MAINTENANCE DISTRICTS 1, 3, 5, 6 AND 7 (1 BID FEE SCHEDULE FOR EACH DISTRICT)

This Scope of Services is for mowing and landscape maintenance in Brea's Landscape Maintenance District Nos. 1,3,5, 6, and 7.

Additional Information

Service days will be scheduled with staff for servicing before street sweeping.

SPECIAL SPECIFICATIONS FOR MOWING AND LANDSCAPE MAINTENANCE IN MAINTENANCE DISTRICTS 1, 3, 5, 6 AND 7

1. LANDSCAPE MAINTENANCE AREAS

Landscape maintenance Contractor's irrigation staff will be responsible for repair of all site irrigation from water meter and controller, through lateral lines and sprinkler heads (backflow devices and City mainlines are excluded). Landscape Contractor is fully responsible for irrigation controller programming. City water management directions must be implemented.

All Contractor-caused irrigation damage will be the responsibility of Contractor to repair within 24-hours of occurrence. Failure to do so will result in City repair and recouping of costs or liquidated damages. In addition, a Performance Deficiency Notice may be issued.

2. IRRIGATION/OPERATION AND MAINTENANCE

All landscaped areas shall be irrigated as required to maintain optimum growth and appearance. ***Irrigation person shall be a separate position and not included in the duties of regularly scheduled staff at the sites.***

3. IRRIGATION RESPONSIBILITIES

- a) The Contractor shall conduct monthly irrigation tests. The City may notify Contractor verbally or in writing if discovered damage or defects are found during City inspections of irrigation systems. Contractor shall make needed repairs within 24-hours of notification or self-discovery. Contractor shall submit irrigation test reports, on approved form, at weekly/monthly meeting based on type of site. Failure to submit the required reports will result in issuance of a Performance Deficiency Notice.
- b) All irrigation systems shall be tested and inspected by the Contractor in accordance with the following:

1. Operate all valves automatically.
 2. Visually inspect all irrigation heads for proper adjustment, operation, and leakage.
 3. Review program and verify controller is operating correctly.
 4. Record water meter reading at time of test.
- c) All systems shall be adjusted in order to:
1. Provide adequate coverage of all landscape areas.
 2. Prevent excessive runoff and/or erosion.
 3. Prevent watering roadways, walkways, trails, fences and private property.
 4. Prevent saturated conditions.
- d) All system malfunctions, damage, and obstructions shall be recorded and corrective action taken per specifications. A report of required systems testing shall be submitted to the City.
- e) In addition to required testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported, daily if necessary.
1. Repair malfunctioning controllers, quick couplers, manual or automatic valves and sprinkler heads within twenty-four (24) hours of notification or self-discovery. Provide backup or temporary controller should repair of City controller be required.
 2. The Contractor shall turn off irrigation system during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.
 3. Once the City Landscape Inspector acknowledges the necessity to turn on the water again, all controllers shall be activated within twenty-four (24) hours.
 4. Failure to turn off controller during rain, or activate following instruction by City to do so will result in the issuance of a Performance Deficiency Notification.

4. MATERIALS

- a) All replacement materials are to be with original types and model materials, unless City representative approves a substitute.
- b) Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.
- c) Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
- d) Repairs of equipment or property damaged by Contractor or as a result of an error or omission by Contractor shall not be submitted to City for payment and are the responsibility of the Contractor.
- e) All materials are to be new and identical to existing materials, unless directed otherwise by the City representative. All new irrigation heads installed shall be fitted with appropriate nozzle to match precipitation rate of head being replaced.
- f) Changes to sprinkler systems are to be designed to achieve matched precipitation rates.

5. WATER MANAGEMENT

- a) All systems shall be programmed weekly or as needed to maintain plants in a healthy, vigorous condition.
- b) All program changes shall be recorded and submitted on City approved form.
- c) Water meter reading for each system is to be submitted with irrigation test report.
- d) Controller program is to be sufficient to keep the landscape healthy without excessive water use.
- e) Controller programs shall incorporate the following conditions:
 - 1. Meet City Water Management requirements.
 - 2. Avoid weekend watering when possible.
 - 3. Maximize repeat operations.
 - 4. Minimize station run times.
 - 5. Reflect actual evapotranspiration (E.T.) requirements.

6. Reflect actual requirements of soil and plants.
7. Eliminate runoff into streets, sidewalks, and other non-target areas.
8. Provide sufficient time for soil to dry out between irrigations.
9. Maximize community use of City property.

6. WEED & PEST CONTROL

a) General – Control of horticulturally damaging plant pests (insects, diseases, vertebrates and mites) shall be the responsibility of the Contractor. Written recommendations by a licensed California Agricultural Pest Control Adviser are required to be submitted to the City prior to any application of pesticides. Control shall mean the prevention or eradication of any pest to the satisfaction of the City. The City may determine an acceptable level of impact by any pest and adjust the pest control program of the Contractor accordingly. Proper cultural practices shall be a part of the Contractor's pest control program. Failure to prevent, treat, or manage any pest infestation that results in loss of plant material or creates a risk to public health and safety may be remedied by the City at Contractor's expense in the form of a reduction in payment.

b) Landscaped areas (shrub and ground cover)

1. Weed control

a) All landscaped areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label and State Regulations.

b) All areas within boundaries of site, which are not landscaped, shall be treated monthly to eliminate weeds.

2. Snail control – Snails shall be controlled on an as-needed basis on all plant material, as determined by the City.

3. Insect and disease control

c) Turf

1. Weed control

a) When weed population is excessive as determined by City, an appropriate herbicide shall be applied in accordance with all label specifications.

- b) In all areas prone to weed intrusion, applications of appropriately labeled pre-emergent herbicide shall be required.

2. Insect and disease control

- a) All turf areas with fungus infection shall be treated with an appropriate fungicide as directed by City.
- b) All other insect, disease and fungus problems will be treated on a site-and-need-specific basis with the knowledge and consent of the City.
- c) Damaged turf caused by disease shall be repaired or replaced at no extra cost to the City.

7. RODENT CONTROL

Contractor shall be responsible for the eradication and control of all rodents, as necessary, on a continual basis. All mounds, burrows, or other damage shall be repaired by Contractor as required by City. Failure to successfully manage pests will result in city performing work and deducting cost from monthly payments.

8. WEED CONTROL OF PAVED SURFACES

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

9. LANDSCAPE IMPROVEMENT MAINTENANCE

Landscape improvement maintenance shall include shrubs, ground cover, irrigation, and drainage structures. Slope maintenance includes the pruning of shrubs and routine pruning to maintain a neat appearance. Remove weeds that are not controlled by herbicides before size or abundance become a cause of complaint. Generally, weeds that exceed 3-5 inches in height, or predominate a bare area, are unacceptable. Keep all areas in a neat, clean and well-maintained condition at all times.

Maintain all drainage structures to avoid obstruction at all times. Keep sidewalks free of obstructions, water, mud, algae, slime, leaves or other potentially hazardous debris at all times. Keep adjacent plant material from encroaching public right-of-way.

10. GUARANTEE AND/OR REPLACEMENT POLICY

All new plant material and irrigation installations or repairs shall be guaranteed for a period of one (1) calendar year except due to "Act of God," i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants shall be inspected and approved by

City prior to installation. All landscape or irrigation installations or repairs shall confirm to Landscape and Irrigation Specifications accepted by Director of Public Works or his designee.

11. LANDSCAPE MAINTENANCE (All landscaped areas)

a) Turf

1. Mowing – The contractor shall mow all turf grass with properly sharpened and maintained equipment in a manner that ensures a smooth surface without ridges, depressions or scalping. Mowing patterns shall be alternated on a weekly basis.
2. Frequency – Turf grass shall be mowed 42 times per year as City schedules.
3. Height – Mowing heights will be determined by the Park Supervisor. Turf grass mowing heights may be adjusted by the City during turf grass renovations, special events, or if deemed necessary to promote the health and vigor of the grass.
4. Machine Type – Warm/cool season turf blends may be mowed with rotary or reel type mowers. All warm season turf grasses shall be cut with reel type mowers, unless otherwise approved by City. All cool season turf grasses shall be cut with rotary type mowers. The City encourages the use of mulching mowers whenever possible. Flail mowers may be used only by specific approval of the City.
5. Clippings – All clippings shall be efficiently mulched to leave no visible trace or picked up and removed to a designated dumping site. At no time shall unsightly clippings be left following mowing operation.
6. Edging – All edges of turf shall be mechanically edged. Turf grass edging and trimming shall be performed weekly at the time of mowing. All clippings shall be removed before vacating the site. All edging shall be done with a power edger containing a steel blade. In certain situations where a string trimmer may be more effective, the City may allow its use.
7. Weeds – All turf grass areas shall be kept free of weeds at all times. Weed removal shall consist of complete eradication or removal of all weeds including top growth and roots.
8. Pre-emergent Herbicide – Pre-emergent herbicides labeled for use on turf shall be applied one time per year.
9. Fertilizer – Fertilizer application will be in April and October with a 16-6-8 Type fertilizer. The Contractor shall notify the City in writing five (5) working days prior

to any fertilizer application. **This notification shall include the following: Location and exact date the fertilizer application will be performed; type of fertilizer and method of application to be used.** The Contractor shall immediately notify the City so irrigation can be scheduled. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application. All fertilizer shall be removed from hardscape and other non-target areas. Any damage or streaking of turf shall be repaired at no cost to City.

10. Irrigation Management – Contractor shall provide a monthly report for each site that records all irrigation repairs, controller programming, and status of overall system. The report shall be in a form and content acceptable to the City and shall be submitted with the monthly invoice. All turf areas shall be irrigated as required to maintain adequate growth and appearance.

a) Inspection - Contractor shall conduct weekly irrigation system tests.

b) Repairs - Contractor shall make all repairs within 24-hours of self-discovery or notification. Replacement of irrigation components shall be with originally installed materials of the same size and quantity. Substitutions must be approved by the City. All mainline repairs must be inspected and approved by the City.

b) Shrub Maintenance

1. Shape – All shrubs to be trimmed symmetrically in a natural form and proportion, but not to interfere with vehicular and pedestrian clearance, visibility and access, unless otherwise directed by the City's representative.
2. Fertilizer – Fertilize all ground cover and shrub beds in March with a 15-15-15 Type fertilizer.
3. Pre-emergent – To be completed two (2) times per year by the end of the first week of each of the following months of March and October.
4. Pruning – Prune shrubs to encourage healthy growth habits, natural form and proportion, symmetrical appearance and proper vertical and horizontal clearance.
5. Shearing – Only those plants specifically designated by the City's representative shall be sheared. These plants may also require additional thinning to maintain a healthy look and condition.

c) Ground Cover Maintenance

1. Trimming – All ground cover is to be trimmed not to interfere with irrigation operation or to encroach on to private property or right-of-way. All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain neat but natural (not sheared) edges. All ground cover is to be kept a minimum of six (6) inches from, but not limited to, all tree, shrubs, walls and fences. All hillside ground cover shall be topped a minimum of six (6) times a year to maintain a height of no more than twelve (12) inches unless otherwise directed by City representative.
2. Fertilizer – Fertilize all ground cover and shrub beds in March with a 15-15-15 Type fertilizer.
3. Pre-emergent – To be completed two (2) times per year by the end of the first week of each of the following months of March and October; at the maximum allowable rate per the manufacturers labeled recommendation.

12. CLEAN-UP

- a) At no time will it be allowed to blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean.
- b) Contractor shall remove all debris resulting from the maintenance operations and dispose of it off-site at the time of occurrence.
- c) All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day.
- d) All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.
- e) All shrub areas not interplanted with ground cover will be raked clean of all leaves, dead branches, and debris a minimum of once a month.
- f) The Contractor shall provide a general clean-up operation on a weekly basis for the purpose of picking up papers, trash or debris which may accumulate in the landscape areas, caused by winds or normal conditions.
- g) Trashcans provided by City shall be emptied weekly (District #3 only). Contractor shall provide and install plastic liners for all trashcans at contractor's expense.

13. GENERAL LANDSCAPE MAINTENANCE

- a) Watering – A regular, deep watering program shall be accomplished to give the best results. The established turf should not be kept moist but should dry out somewhat between waterings. Allow turf to dry out before mowing. Provide watering schedule to City as required by this specification.
- b) Pest Control – Apply all pesticides necessary to control pests. Pests shall include, but are not limited to insects, diseases, vertebrates, snails and slugs.
- c) Fertilization – All landscaped areas shall be fertilized as specified. Contractor shall coordinate fertilizer applications with City for verification. All products must be applied per manufacturer's label and be suitable for the plants being fertilized.
- d) All turf areas shall be fertilized as specified. Contractor shall coordinate fertilizer scheduling with City. Application must be verified by City Landscape Inspector.
- e) Refurbishment of Turfgrass – Turf areas that thin out due to shading effect of trees, structures, foot traffic and irrigation problems, etc., will be reseeded with an approved grass seed to restore thinning areas, at no additional cost to the City throughout the year.
- f) Weed Control – Contractor shall maintain a turf free of weed infestations over ten (10) percent of total turf area at all times by either chemical or mechanical means. Pre-emergent herbicide applications shall be required to control crabgrass in all turf areas. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made, the turf should be well established and in a vigorous condition. All chemicals applied shall be recorded and coordinated with the City.
- g) String Trimmers – Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. **No string trimmers shall be used around trees.** A six (6) inch bare soil buffer zone shall be maintained around the circumference at the base of all trees, unless otherwise directed by City.

EXHIBIT B
Fee Schedule

(attached)

Exhibit B

FEE SCHEDULE #11: BREA-LANDSCAPE MAINTENANCE AT MAINTENANCE DISTRICT 6

Bidder: S.C. Yamamoto, Inc.

Item	Description	Quantity in Square Feet	Unit Price 1. Per mow 2. Per month	Total 1. Unit x 42 2. Unit x 12
1.	Mow at Maintenance District #6	12,400	\$150.00 \$600.00	\$6,300.00 \$7,200.00
2.	Weekly landscape maintenance at Maintenance District #6	684,560	\$975.00 \$3,900.00	\$40,950.00 \$46,800.00

Total Schedule in words: Fifty four thousand and 00/100**

Total Schedule in figures: \$ 54,000.00

* Bidder declares that he or she has read and understands the scope of services

Staff Information

Number of days per week: 5

Staff per day: 1+

Total staff hours per day: 7

EXHIBIT C
Insurance Requirements

1. Summary. Insurance coverages shall comply with requirements set forth herein.
 - A. Rating Requirements. A /VII minimum.
 - B. Commercial General Liability (CGL) + (PCO)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - C. Automobile Liability Insurance (ALI) (any auto)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - d. Exception. Not required if no vehicles used except for deliveries.
 - D. Workers' Compensation (WC) and Employer's Liability (ELI)
 - a. Statutory limits for Worker's Compensation.
 - b. \$1,000,000 Minimum. Per accident for bodily injury or disease.
 - c. Additional Insured Endorsement. Not Required.
 - d. Waiver of Subrogation. Required.
 - e. Exception. Not required if no employees used for these Services.
2. General Requirements
 - A. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet these requirements, Contractor agrees to amend, supplement or endorse the policies to do so.
 - B. Without limiting Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the term of this Agreement, the following policies of insurance.
 - C. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.

- D. If Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

3. Coverages

A. Commercial General Liability (CGL)

- a. CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- b. Limits shall be no less than \$2,000,000 per occurrence.
- c. Products-Completed Operations (PCO)
Contractor shall procure and submit to the City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.

B. Automobile Liability Insurance (ALI)

- a. ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
- b. If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
 - i. A personal automobile liability policy for the contractor's own vehicle, if Contractor is a one-person operation; and
 - ii. A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

C. Workers' Compensation (WC)

- a. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- b. Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor has no employees who will be performing work on behalf of the City, Contractor must provide:
 - i. A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will

comply with such provisions before commencing the performance of the work of this contract; and

- ii. A certification that Contractor does not employ any individual(s) in the course and scope of business operations.

- 4. Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

- A. Commercial General Liability & Contractors Pollution Liability

- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.
- b. Additional Insured Endorsements shall not:
 - Be limited to "Ongoing Operations".
 - Exclude "Contractual Liability".
 - Restrict coverage to the "Sole" liability of Contractor.
 - Exclude "Third-Party-Over Actions".
 - Contain any other exclusion contrary to this Agreement.
- c. Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.
- d. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

- B. Auto Liability

- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor.
- b. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

- C. Workers' Compensation. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

5. Miscellaneous.

- A. Insurance Obligations of Contractor. The insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
- B. Notice of Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a 30 day written notice of cancellation has been served upon City except 10 days shall be allowed for non-payment of premium.
- C. Waiver of Subrogation. Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- D. Evidence of Insurance. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least 15 days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within 10 days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- F. Deductible or Self-Insured Retention. Any deductible or self-insured retention must be approved in writing by the City and shall protect the

indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

- G. Contractual Liability. The coverage provided shall apply to the obligations assumed by Contractor under the indemnity provisions of this Agreement.
- H. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
- I. In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.
- J. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.
- K. Claims Made Policies. If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of this Agreement and an extended reporting period shall be provided for a period of at least five years from termination or expiration of this Agreement.
- L. Insurance for Subcontractors. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

EXHIBIT D
Labor Code Requirements

1. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Services are on file at City Hall and will be made available to any interested party on request. By initiating any Work, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.
2. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty paid to the City, forfeit \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.
3. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. Contractor has 10 days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, Contractor shall forfeit \$100 for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
4. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.
5. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty paid to the City, forfeit \$25 for each worker employed in the performance of the Services by Contractor or by any subcontractor 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 Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than 1.5 times the basic rate of pay.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Services, Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Contractor or any subcontractor becomes debarred or suspended during the duration of this Agreement, Contractor shall immediately notify the City.
8. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.
9. The Services are subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.
10. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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."

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is dated [December 1, 2020] for reference purposes and is executed by the City of Brea ("City"), a California municipal corporation, and [S.C. Yamamoto, Inc.] ("Contractor"), a [California] [Corporation]. Contractor's CSLB license number is [699477]. Contractor's DIR registration number is [1000015332].

RECITALS

A. The City desires to retain Contractor as an independent contractor to provide landscape maintenance services at the following City facility or Landscape and Lighting Maintenance District: [Maintenance District 7].

B. Contractor represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. "Contract Administrator": Public Works Superintendent Bill Bowlus or a duly authorized designee.

B. "Contract Amount": [Ten Thousand, and Eighty Dollars (\$10,080) per year].

C. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.

D. "Indemnitees": the City and its officers, employees, agents, and volunteers.

E. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.

F. "Labor Code Requirements": the Labor Code requirements set forth in the attached Exhibit D.

G. "Liabilities": actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.

H. "Services": the tasks set forth in the attached Exhibit A.

A. General Requirements. Contractor shall perform the Services in a timely, regular basis in accordance with applicable laws. Time is of the essence in the performance of this Agreement.

B. Labor Code Requirements. Contractor acknowledges that the Services are a "public work" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.). Contractor shall comply with the Labor Code Requirements.

C. Performance Standard. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City. Contractor shall consult the Contract Administrator for any decisions that must be made by the City.

D. Customer Care. While fulfilling the terms of this Agreement, Contractor is performing as a representative of City and shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to the Contract Administrator.

E. Cooperation. In the event any claim is brought against the City relating to Contractor's performance of the Services, Contractor shall provide any reasonable assistance and cooperation that the City might require.

3. Term.

A. Base Term. The base term of this Agreement shall be for four and one-half years, commencing on January 1, 2021 and expiring on June 30, 2025, unless extended or earlier terminated as provided herein.

B. Extension Options. The City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The one-year extension options may be exercised sequentially or concurrently. To exercise an extension option, the City shall give written notice to Contractor at least 30 days prior to the then-scheduled expiration date.

C. City Manager Authority. The City Manager may exercise extension options without prior City Council approval if both of the following conditions are satisfied: (i) the compensation to be paid Contractor for the applicable extension period has been approved and is included in a City Council-approved budget; and (ii) Contractor is not in breach of this Agreement.

D. Termination. If either party breaches this Agreement and fails to cure such breach within seven days of written notice, then the non-breaching party may immediately terminate this Agreement for cause. Additionally, the City may terminate this Agreement for convenience upon 60 days prior written notice to Contractor.

4. Compensation.

A. Full Satisfaction. The City shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Contractor under this Agreement exceed the Contract Amount.

B. Invoices. Contractor shall submit monthly invoices to the City for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 30 days of receipt of each invoice, the City shall pay all undisputed amounts on the invoice. City shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.

C. CPI Adjustment: Subject to paragraph D below, starting July 1, 2022, and on an annual basis thereafter, the Fee Schedule shall be adjusted using the Consumer Price index for all Urban Consumers for the Los Angeles, Riverside, Anaheim Metropolitan Area (CPI-U) for the most recent twelve (12) months ending on December 31st prior to the July 1 rate adjustment based on data available from the United States Bureau of Labor Statistics.

D. Council Approval Requirement. The Fee Schedule shall not be revised during the term of this Agreement (including any extension periods) without prior approval by the City Council.

5. Independent Contractor Status. Contractor is, and shall at all times remain as to the City, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or to act otherwise on behalf of the City as an agent. Neither the City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.

6. PERS Compliance. Contractor acknowledges that the City is a local agency member of California's Public Employees' Retirement System ("PERS"), and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to the City to perform the Services, Contractor shall assure compliance with the Public Employees' Retirement Law (Government Code § 20000 et seq.) and the Public Employees' Pension Reform Act of 2013 (Government Code 7522 et seq.). Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause the City to be in violation of the applicable retirement laws and regulations.

7. Indemnification.

A. **Requirement.** Contractor shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Contractor or its subcontractors in connection with this Agreement.

B. **Scope.** Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the City. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by consensus of the parties.

C. **Survival.** Contractor's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

8. Insurance. Without limiting Contractor's defense, hold harmless, and indemnification obligations under this Agreement, Contractor shall maintain policies of insurance as specified in the Insurance Requirements.

9. Accounting Records. During the term of this Agreement and for a period of three years after termination or expiration, Contractor shall maintain all accounting and financial records related to this Agreement in accordance with generally accepted accounting practices, and shall keep and make records available for inspection and audit by City representatives upon reasonable written notice.

10. Suspension. The Contract Administrator may suspend all or any part of the Services for the City's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Contractor.

11. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City
City of Brea
545 N. Berry St.
Brea, CA 92821
Attn: Bill Bowlus
E-mail: BillB@ci.brea.ca.us

Contractor
S. C. Yamamoto
2031 Emery Avenue
La Habra, California 90631
Attn: Shinsuke C. Yamamoto, President
E-mail: scyamamoto@scyamamoto.com

12. Assignability. Contractor shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the City Manager's

prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Contractor from utilizing subcontractors identified in Contractor's proposal for the Services. Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

13. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Orange County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

14. Exhibits. The attached Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.


15. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

16. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their duly authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of Government Code Section 16.5.

S.C. Yamamoto, Inc.



☐ Chairperson ☒ President
☐ Vice President



☒ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if contractor is a limited liability company]

Manager

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Marty Simonoff, Mayor

Attest:

Lillian Harris-Neal, City Clerk

EXHIBIT A
Scope of Services

(attached)

SECTION VII
JOINT GENERAL SPECIFICATIONS

SECTION V – JOINT GENERAL SPECIFICATIONS

I. DESCRIPTION OF PROJECTS

The purpose of this RFP is to contract with a contractor(s) to perform mowing, edging, landscape and irrigation maintenance tasks at various sites in the City of Brea and the City of La Habra.

The mowing and edging will be completed based on frequencies in the GENERAL SPECIFICATIONS and SPECIFIC BID SPECIFICATIONS for the respective areas. The landscape maintenance will consist of mowing, edging, weeding, fertilizing, pest control and only specific bids have irrigation system maintenance and repair. Irrigation water consumption will be closely monitored. Money will be deducted from invoices for excessive water usage. A large majority of the work will be maintaining the condition of shrubs and ground cover on slopes, medians, and at City facilities. A small amount of tree pruning will be required to clear property lines, separate plant material, maintain safe passage on sidewalks, etc. The Contractor will be responsible to maintain plant material clearance around fences, building, valve boxes, and other obstacles.

All sites in the City of Brea and City of La Habra, must be visited weekly for weeds, trash, dead plants, debris and blowing.

*****City of Brea and City of La Habra water restrictions will govern all irrigation schedules.***

1. SCOPE OF WORK

The work to be done consists of furnishing all materials, implements, machinery, equipment, tools, supplies, transportation, incidentals and labor necessary to the prosecution and completion of the work as required by all specifications, and as directed by the Director of Public Works or a designee.

2. LICENSE AND PERMITS

The Contractor shall have and maintain a **valid C-27 Contractor's license**. All applications of pesticides shall be done in compliance with governmental requirements. Applications of such materials shall be done by personnel licensed by the State of California, Department of Pesticide Regulation. Contractor will obtain any permits required by local governmental agency for the use of special chemicals. For work in the City of Brea, the Contractor and any subcontractor will also be required to secure and maintain a valid **City of Brea Business License**. The Contractor also will be required to obtain an Encroachment permit for work on Valencia and Imperial Highway from Caltrans

paid for on a separate invoice by the City of Brea. For work in the City of La Habra, the Contractor will be required to secure and maintain a valid **City of La Habra Business License**. The Contractor will also be required to obtain an Encroachment permit from Caltrans for work on Beach Boulevard, Imperial Highway (from Beach to Harbor), and Whittier Boulevard and will be paid for on a separate invoice by the City of La Habra.

3. DRESS CODE AND APPEARANCE

The Contractor shall be required to provide uniforms for personnel assigned to the project. Sufficient changes shall be provided to present a neat and clean appearance of the personnel at all times. Contractor personnel shall wear uniforms with Company name and Employee name at all times. Contractor to provide Personal Protective Equipment (PPE) as required.

4. EXTRA WORK

In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:

Contractor must use separate crews to provide all extra work; may not use regular maintenance crews. Regular maintenance work shall be completed in conjunction with extra work and cannot be postponed to complete extra work. Failure to comply with this requirement shall result in a deficiency deduction.

When required by City Representative or Landscape Inspector, an estimate of cost will be submitted for approval prior to work being done.

- a) Work will be executed under the direction of the City on a time-and-materials basis or an agreed lump sum price depending on the nature of the work.
- b) Extra work will not be initiated without written authorization, except in emergency call-out situations.
- c) Extra work may include, but not be limited to, the following:
 1. Replacement of plant materials due to failures beyond the Contractor's control.
 2. Additional treatment required for planting or soil as not set forth specifically in this Specification.
 3. Repairs or replacement of irrigation system.
 4. Remedial landscaping.
 5. Repairs or replacements due to vandalism or Acts of God.

- d) Labor costs shall be based on the prevailing wage scale for each type of workman. Employee payments for payroll taxes and insurance, health and welfare, pension, vacation, and other direct labor costs to be included.
- e) Material cost shall be the actual cost of materials purchased by the Contractor and used for the extra work, including sales taxes, freight, and delivery charges.
- f) Submittals for Extra-Work Authorization shall include the following and be provided to the City within three (3) business days:
 - 1. Complete price for all labor and materials, itemized.
 - 2. Proposed schedule and completion date.

5. PROJECT INSPECTIONS

Weekly, the Contractor's direct field crew supervisor and next higher representative if deemed will walk the project with the City representative for the purpose of determining compliance with the Specifications or to discuss required work. Contractor representative must be authorized to sign documents and effect changes to the job.

6. VEHICLES

Contractor vehicles must be parked to allow normal and vehicular traffic; comply with OSHA, CAL-OSHA, and W.A.T.C.H. regulations. Vehicles shall display the company name and equipment shall be in good repair and not be older than 10 years.

7. SAFETY

Contractor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (CalOSHA), Federal Occupational and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable governmental law or City risk management standards. Traffic control will be per the "WATCH" book. The contractor will ensure the safety of all park users when working.

8. REPORTS AND SCHEDULES

The Contractor, as part of this agreement, will submit reports and schedules as requested. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments or termination of contract. Such reports must be detailed and thorough and may include but not be limited to the following:

- a) Suggestions for improving problem areas, as needed, or as requested by City.

- b) Reports of work planned. Due weekly at meeting with City.
- c) Cost information to perform extra work for upgrading specific areas, as needed or as requested by City, pricing due in three (3) business days.
- d) Weekly Maintenance Schedule(s). Contractor shall provide a weekly maintenance schedule to the City.
- e) Seasonal Irrigation Schedule. Due at last weekly meeting of the month.
- f) Pesticide Use Reports. Due at last weekly meeting of the month.
- g) Accident Reports. Due within twenty-four (24) hours of accident.
- h) Incident Reports. Due within twenty-four (24) hours of incident.
- i) Hazard Reports. Due within twenty-four (24) hours of identification/discovery.
- j) Irrigation test reports. Due at last meeting of the month depending on type of site.
- k) Fertilize use reports. Due monthly at last weekly meeting of the month.

9. PROTECTION OF PROPERTY DURING INCLEMENT WEATHER

- a) The Contractor shall adjust work schedule to compensate for all holidays and inclement weather. During periods of storms, the Contractor will provide supervisory inspection of the project during regular hours to prevent or minimize possible damage from inclement weather (this includes having a representative in the City during rain events to inspect and clean areas that may have drainage issues or problem with vee-ditches). The Contractor shall submit a report identifying any storm damage to the City's representative attached to a site map identifying location of damage and cost estimate to repair/replace. If remedial work is required beyond the scope of this contract, it shall be paid for as extra work.
- b) Contractor's responsibility for removing branches and leaves downed by high winds or other typical or non-typical environment condition is as follows:
 - 1. Contractor must remove, at no additional cost, all debris on contracted property regardless of disposition of affected tree, shrub, or any other landscape related item, within 48 hours of notification or self-discovery.
 - 2. Leaves or other landscape which accumulates in street gutters adjacent to Contractor's area of work, shall be removed by Contractor at no additional charge to City.
 - 3. Debris inhibiting proper flow of water in V-ditches and other structures shall be removed weekly to prevent flooding or damage to property

4. Damage caused by or increased cost incurred by the City as a result of Contractor not maintaining site in satisfactory condition prior to inclement weather, will be charged to the Contractor.

10. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

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

If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any hazardous conditions and underground systems, i.e., utility lines. Contractor shall instill reasonable precaution when working in these areas. Any damage or problems shall be corrected or repaired at Contractor's expense and reported immediately to the City.

11. CITY LIAISON

The City and the Contractor's will meet on a weekly basis with each City's representative. The purpose of this meeting will be to discuss specific project problems. More frequent contact may be required between the City Landscape Inspector and the Contractor's representative separately from these meetings. The Contractor's representative or direct crew supervisor is expected to be available by phone to address any daily needs.

12. SPECIAL REQUESTS

The Contractor may be requested by the City to perform special tasks which are above his normal scheduled work. It is intended that Special Requests be considered an extra work item unless the City determines that the Special Request is a direct result of neglect on the part of the Contractor.

13. SUPERVISION AND SPECIAL SKILLS

The Contractor shall assign a supervisor working regular working hours for the duration of this Contract. The Contractor shall have a minimum of five (5) years' experience in landscape maintenance supervision. The Contractor shall have expertise and experience in turf management, entomology, pest control, soils, fertilizers, plant identification, and irrigation system maintenance. The crew supervisor shall be capable of communicating effectively both in written and spoken English.

Each Contractor's working crews shall also have a responsible lead man who may represent Contractor to discuss the work in English with the Director of Public Works, or their designated representative, within twenty-four (24) hours of notification from the Director of Public Works, or his designated representative.

14. PESTICIDES

- a) General: All materials shall be in strict accordance and applied within the EPA regulations and the California Department of Pesticide Regulation. Current pesticide use recommendations made by a licensed Pest Control Advisor must be provided to the City prior to the application of any pesticide on City maintained areas.
- b) The application of pesticides and other chemicals shall be recorded on the Pesticide Use Form and coordinated with City Landscape Inspector.

15. CONTRACTOR NEGLECT

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

16. SCHEDULING OF OPERATIONS

The Contractor shall perform his work at such times as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. Examples of this would be early morning mowing or irrigation checks, etc. The Contractor shall submit a Maintenance Schedule describing maintenance operations and when work and applications of chemicals/fertilizers will be accomplished. Schedule shall be submitted weekly. Annual schedule of work force and maintenance tasks shall be submitted to City July 1, of every year of the contract, prior to starting any maintenance operations. All forms and schedules shall be of a format supplied by, or approved by, City. In addition, if there is a permanent change to the work force size at any time during the year the City shall be notified immediately.

17. SOUND CONTROL REQUIREMENTS

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

18. ADDITIONS/DELETIONS TO CITY LANDSCAPE AREAS

Changes in the areas to be maintained may be made as the City accepts new areas and/or relinquishes currently maintained areas. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change. Costs to add or delete landscape maintenance areas shall be made on a per square foot cost for planter maintenance or turf mowed per bid pricing or similarly sized landscape area. The City reserves the right to delete any site from the contract with thirty (30) days written notice.

19. ADDITIONS/DELETIONS TO GENERAL MAINTENANCE SPECIFICATIONS

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

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

20. LIQUIDATED DAMAGES; NONPERFORMANCE

- a) Contractor may be assessed penalties by City up to one hundred percent (100%) of the monthly value of a site for nonperformance and up to sixty percent (60%) of the monthly value of a site for substandard performance. Such penalties shall be assessed at the discretion of the City. Contractor shall be notified of any penalties in accordance with the terms of this Contract.
- b) Contractor shall be notified of service failure by delivery of a "Performance Deficiency Notification" form to Contractor by City. Said notice will serve as formal notification that Contractor has incurred a service deficiency sufficiently material that contract termination may result if satisfactory corrective action is not taken by Contractor.

The Performance Deficiency Notification will contain the acceptable time period for service correction. Upon Deficiency Notification, the correction will either be accepted or rejected. If accepted, part or all of the penalties may be waived, regardless of whether City has incurred loss as a result of said service failure.

Contractor will be notified of correction acceptance status by delivery of a Performance Deficiency Status Memorandum. Should correction not be accepted, a separate additional Performance Deficiency Notification will be delivered to Contractor, thus increasing the number of Deficiency Notices received by Contractor.

F. BREA - DISTRICTS 1, 3, 5, 6 AND 7

MOWING AND LANDSCAPE MAINTENANCE DISTRICTS 1, 3, 5, 6 AND 7 **(1 BID FEE SCHEDULE FOR EACH DISTRICT)**

This Scope of Services is for mowing and landscape maintenance in Brea's Landscape Maintenance District Nos. 1,3,5, 6, and 7.

Additional Information

Service days will be scheduled with staff for servicing before street sweeping.

SPECIAL SPECIFICATIONS FOR MOWING AND LANDSCAPE MAINTENANCE IN MAINTENANCE DISTRICTS 1, 3, 5, 6 AND 7

1. LANDSCAPE MAINTENANCE AREAS

Landscape maintenance Contractor's irrigation staff will be responsible for repair of all site irrigation from water meter and controller, through lateral lines and sprinkler heads (backflow devices and City mainlines are excluded). Landscape Contractor is fully responsible for irrigation controller programming. City water management directions must be implemented.

All Contractor-caused irrigation damage will be the responsibility of Contractor to repair within 24-hours of occurrence. Failure to do so will result in City repair and recouping of costs or liquidated damages. In addition, a Performance Deficiency Notice may be issued.

2. IRRIGATION/OPERATION AND MAINTENANCE

All landscaped areas shall be irrigated as required to maintain optimum growth and appearance. ***Irrigation person shall be a separate position and not included in the duties of regularly scheduled staff at the sites.***

3. IRRIGATION RESPONSIBILITIES

- a) The Contractor shall conduct monthly irrigation tests. The City may notify Contractor verbally or in writing if discovered damage or defects are found during City inspections of irrigation systems. Contractor shall make needed repairs within 24-hours of notification or self-discovery. Contractor shall submit irrigation test reports, on approved form, at weekly/monthly meeting based on type of site. Failure to submit the required reports will result in issuance of a Performance Deficiency Notice.
- b) All irrigation systems shall be tested and inspected by the Contractor in accordance with the following:

1. Operate all valves automatically.
 2. Visually inspect all irrigation heads for proper adjustment, operation, and leakage.
 3. Review program and verify controller is operating correctly.
 4. Record water meter reading at time of test.
- c) All systems shall be adjusted in order to:
1. Provide adequate coverage of all landscape areas.
 2. Prevent excessive runoff and/or erosion.
 3. Prevent watering roadways, walkways, trails, fences and private property.
 4. Prevent saturated conditions.
- d) All system malfunctions, damage, and obstructions shall be recorded and corrective action taken per specifications. A report of required systems testing shall be submitted to the City.
- e) In addition to required testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported, daily if necessary.
1. Repair malfunctioning controllers, quick couplers, manual or automatic valves and sprinkler heads within twenty-four (24) hours of notification or self-discovery. Provide backup or temporary controller should repair of City controller be required.
 2. The Contractor shall turn off irrigation system during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.
 3. Once the City Landscape Inspector acknowledges the necessity to turn on the water again, all controllers shall be activated within twenty-four (24) hours.
 4. Failure to turn off controller during rain, or activate following instruction by City to do so will result in the issuance of a Performance Deficiency Notification.

4. MATERIALS

- a) All replacement materials are to be with original types and model materials, unless City representative approves a substitute.
- b) Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.
- c) Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
- d) Repairs of equipment or property damaged by Contractor or as a result of an error or omission by Contractor shall not be submitted to City for payment and are the responsibility of the Contractor.
- e) All materials are to be new and identical to existing materials, unless directed otherwise by the City representative. All new irrigation heads installed shall be fitted with appropriate nozzle to match precipitation rate of head being replaced.
- f) Changes to sprinkler systems are to be designed to achieve matched precipitation rates.

5. WATER MANAGEMENT

- a) All systems shall be programmed weekly or as needed to maintain plants in a healthy, vigorous condition.
- b) All program changes shall be recorded and submitted on City approved form.
- c) Water meter reading for each system is to be submitted with irrigation test report.
- d) Controller program is to be sufficient to keep the landscape healthy without excessive water use.
- e) Controller programs shall incorporate the following conditions:
 - 1. Meet City Water Management requirements.
 - 2. Avoid weekend watering when possible.
 - 3. Maximize repeat operations.
 - 4. Minimize station run times.
 - 5. Reflect actual evapotranspiration (E.T.) requirements.

6. Reflect actual requirements of soil and plants.
7. Eliminate runoff into streets, sidewalks, and other non-target areas.
8. Provide sufficient time for soil to dry out between irrigations.
9. Maximize community use of City property.

6. WEED & PEST CONTROL

a) General – Control of horticulturally damaging plant pests (insects, diseases, vertebrates and mites) shall be the responsibility of the Contractor. Written recommendations by a licensed California Agricultural Pest Control Adviser are required to be submitted to the City prior to any application of pesticides. Control shall mean the prevention or eradication of any pest to the satisfaction of the City. The City may determine an acceptable level of impact by any pest and adjust the pest control program of the Contractor accordingly. Proper cultural practices shall be a part of the Contractor's pest control program. Failure to prevent, treat, or manage any pest infestation that results in loss of plant material or creates a risk to public health and safety may be remedied by the City at Contractor's expense in the form of a reduction in payment.

b) Landscaped areas (shrub and ground cover)

1. Weed control

a) All landscaped areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label and State Regulations.

b) All areas within boundaries of site, which are not landscaped, shall be treated monthly to eliminate weeds.

2. Snail control – Snails shall be controlled on an as-needed basis on all plant material, as determined by the City.

3. Insect and disease control

c) Turf

1. Weed control

a) When weed population is excessive as determined by City, an appropriate herbicide shall be applied in accordance with all label specifications.

- b) In all areas prone to weed intrusion, applications of appropriately labeled pre-emergent herbicide shall be required.

2. Insect and disease control

- a) All turf areas with fungus infection shall be treated with an appropriate fungicide as directed by City.
- b) All other insect, disease and fungus problems will be treated on a site-and-need-specific basis with the knowledge and consent of the City.
- c) Damaged turf caused by disease shall be repaired or replaced at no extra cost to the City.

7. RODENT CONTROL

Contractor shall be responsible for the eradication and control of all rodents, as necessary, on a continual basis. All mounds, burrows, or other damage shall be repaired by Contractor as required by City. Failure to successfully manage pests will result in city performing work and deducting cost from monthly payments.

8. WEED CONTROL OF PAVED SURFACES

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

9. LANDSCAPE IMPROVEMENT MAINTENANCE

Landscape improvement maintenance shall include shrubs, ground cover, irrigation, and drainage structures. Slope maintenance includes the pruning of shrubs and routine pruning to maintain a neat appearance. Remove weeds that are not controlled by herbicides before size or abundance become a cause of complaint. Generally, weeds that exceed 3-5 inches in height, or predominate a bare area, are unacceptable. Keep all areas in a neat, clean and well-maintained condition at all times.

Maintain all drainage structures to avoid obstruction at all times. Keep sidewalks free of obstructions, water, mud, algae, slime, leaves or other potentially hazardous debris at all times. Keep adjacent plant material from encroaching public right-of-way.

10. GUARANTEE AND/OR REPLACEMENT POLICY

All new plant material and irrigation installations or repairs shall be guaranteed for a period of one (1) calendar year except due to "Act of God," i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants shall be inspected and approved by

City prior to installation. All landscape or irrigation installations or repairs shall confirm to Landscape and Irrigation Specifications accepted by Director of Public Works or his designee.

11. LANDSCAPE MAINTENANCE (All landscaped areas)

a) Turf

1. Mowing – The contractor shall mow all turf grass with properly sharpened and maintained equipment in a manner that ensures a smooth surface without ridges, depressions or scalping. Mowing patterns shall be alternated on a weekly basis.
2. Frequency – Turf grass shall be mowed 42 times per year as City schedules.
3. Height – Mowing heights will be determined by the Park Supervisor. Turf grass mowing heights may be adjusted by the City during turf grass renovations, special events, or if deemed necessary to promote the health and vigor of the grass.
4. Machine Type – Warm/cool season turf blends may be mowed with rotary or reel type mowers. All warm season turf grasses shall be cut with reel type mowers, unless otherwise approved by City. All cool season turf grasses shall be cut with rotary type mowers. The City encourages the use of mulching mowers whenever possible. Flail mowers may be used only by specific approval of the City.
5. Clippings – All clippings shall be efficiently mulched to leave no visible trace or picked up and removed to a designated dumping site. At no time shall unsightly clippings be left following mowing operation.
6. Edging – All edges of turf shall be mechanically edged. Turf grass edging and trimming shall be performed weekly at the time of mowing. All clippings shall be removed before vacating the site. All edging shall be done with a power edger containing a steel blade. In certain situations where a string trimmer may be more effective, the City may allow its use.
7. Weeds – All turf grass areas shall be kept free of weeds at all times. Weed removal shall consist of complete eradication or removal of all weeds including top growth and roots.
8. Pre-emergent Herbicide – Pre-emergent herbicides labeled for use on turf shall be applied one time per year.
9. Fertilizer – Fertilizer application will be in April and October with a 16-6-8 Type fertilizer. The Contractor shall notify the City in writing five (5) working days prior

to any fertilizer application. **This notification shall include the following: Location and exact date the fertilizer application will be performed; type of fertilizer and method of application to be used.** The Contractor shall immediately notify the City so irrigation can be scheduled. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application. All fertilizer shall be removed from hardscape and other non-target areas. Any damage or streaking of turf shall be repaired at no cost to City.

10. Irrigation Management – Contractor shall provide a monthly report for each site that records all irrigation repairs, controller programming, and status of overall system. The report shall be in a form and content acceptable to the City and shall be submitted with the monthly invoice. All turf areas shall be irrigated as required to maintain adequate growth and appearance.

- a) Inspection - Contractor shall conduct weekly irrigation system tests.

- b) Repairs - Contractor shall make all repairs within 24-hours of self-discovery or notification. Replacement of irrigation components shall be with originally installed materials of the same size and quantity. Substitutions must be approved by the City. All mainline repairs must be inspected and approved by the City.

b) Shrub Maintenance

1. Shape – All shrubs to be trimmed symmetrically in a natural form and proportion, but not to interfere with vehicular and pedestrian clearance, visibility and access, unless otherwise directed by the City's representative.
2. Fertilizer – Fertilize all ground cover and shrub beds in March with a 15-15-15 Type fertilizer.
3. Pre-emergent – To be completed two (2) times per year by the end of the first week of each of the following months of March and October.
4. Pruning – Prune shrubs to encourage healthy growth habits, natural form and proportion, symmetrical appearance and proper vertical and horizontal clearance.
5. Shearing – Only those plants specifically designated by the City's representative shall be sheared. These plants may also require additional thinning to maintain a healthy look and condition.

c) Ground Cover Maintenance

1. Trimming – All ground cover is to be trimmed not to interfere with irrigation operation or to encroach on to private property or right-of-way. All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain neat but natural (not sheared) edges. All ground cover is to be kept a minimum of six (6) inches from, but not limited to, all tree, shrubs, walls and fences. All hillside ground cover shall be topped a minimum of six (6) times a year to maintain a height of no more than twelve (12) inches unless otherwise directed by City representative.
2. Fertilizer – Fertilize all ground cover and shrub beds in March with a 15-15-15 Type fertilizer.
3. Pre-emergent – To be completed two (2) times per year by the end of the first week of each of the following months of March and October; at the maximum allowable rate per the manufacturers labeled recommendation.

12. CLEAN-UP

- a) At no time will it be allowed to blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean.
- b) Contractor shall remove all debris resulting from the maintenance operations and dispose of it off-site at the time of occurrence.
- c) All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day.
- d) All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.
- e) All shrub areas not interplanted with ground cover will be raked clean of all leaves, dead branches, and debris a minimum of once a month.
- f) The Contractor shall provide a general clean-up operation on a weekly basis for the purpose of picking up papers, trash or debris which may accumulate in the landscape areas, caused by winds or normal conditions.
- g) Trashcans provided by City shall be emptied weekly (District #3 only). Contractor shall provide and install plastic liners for all trashcans at contractor's expense.

13. GENERAL LANDSCAPE MAINTENANCE

- a) Watering – A regular, deep watering program shall be accomplished to give the best results. The established turf should not be kept moist but should dry out somewhat between waterings. Allow turf to dry out before mowing. Provide watering schedule to City as required by this specification.
- b) Pest Control – Apply all pesticides necessary to control pests. Pests shall include, but are not limited to insects, diseases, vertebrates, snails and slugs.
- c) Fertilization – All landscaped areas shall be fertilized as specified. Contractor shall coordinate fertilizer applications with City for verification. All products must be applied per manufacturer's label and be suitable for the plants being fertilized.
- d) All turf areas shall be fertilized as specified. Contractor shall coordinate fertilizer scheduling with City. Application must be verified by City Landscape Inspector.
- e) Refurbishment of Turfgrass – Turf areas that thin out due to shading effect of trees, structures, foot traffic and irrigation problems, etc., will be reseeded with an approved grass seed to restore thinning areas, at no additional cost to the City throughout the year.
- f) Weed Control – Contractor shall maintain a turf free of weed infestations over ten (10) percent of total turf area at all times by either chemical or mechanical means. Pre-emergent herbicide applications shall be required to control crabgrass in all turf areas. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made, the turf should be well established and in a vigorous condition. All chemicals applied shall be recorded and coordinated with the City.
- g) String Trimmers – Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. **No string trimmers shall be used around trees.** A six (6) inch bare soil buffer zone shall be maintained around the circumference at the base of all trees, unless otherwise directed by City.

EXHIBIT B
Fee Schedule

(attached)

Exhibit B

FEE SCHEDULE #12: BREA-LANDSCAPE MAINTENANCE AT MAINTENANCE DISTRICT 7

Bidder: S.C. Yamamoto, Inc.

Item	Description	Quantity in Square Feet	Unit Price		Total	
			1. Per mow	2. Per month	1. Unit x 42	2. Unit x 12
1.	Mow at Maintenance District #7	14,796	\$20.00	\$80.00	\$840.00	\$960.00
2.	Weekly landscape maintenance at Maintenance District #7	42,577	\$190.00	\$760.00	\$7,980.00	\$9,120.00

Total Schedule in words: Ten thousand eighty and 00/100**

Total Schedule in figures: \$ 10,080.00

* Bidder declares that he or she has read and understands the scope of services



Staff Information

Number of days per week: 5

Staff per day: 1+

Total staff hours per day: 2

EXHIBIT C
Insurance Requirements

1. Summary. Insurance coverages shall comply with requirements set forth herein.
 - A. Rating Requirements. A /VII minimum.
 - B. Commercial General Liability (CGL) + (PCO)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - C. Automobile Liability Insurance (ALI) (any auto)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - d. Exception. Not required if no vehicles used except for deliveries.
 - D. Workers' Compensation (WC) and Employer's Liability (ELI)
 - a. Statutory limits for Worker's Compensation.
 - b. \$1,000,000 Minimum. Per accident for bodily injury or disease.
 - c. Additional Insured Endorsement. Not Required.
 - d. Waiver of Subrogation. Required.
 - e. Exception. Not required if no employees used for these Services.
2. General Requirements
 - A. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet these requirements, Contractor agrees to amend, supplement or endorse the policies to do so.
 - B. Without limiting Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the term of this Agreement, the following policies of insurance.
 - C. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.

- D. If Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

3. Coverages

A. Commercial General Liability (CGL)

- a. CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- b. Limits shall be no less than \$2,000,000 per occurrence.
- c. Products-Completed Operations (PCO)
Contractor shall procure and submit to the City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.

B. Automobile Liability Insurance (ALI)

- a. ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
- b. If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
 - i. A personal automobile liability policy for the contractor's own vehicle, if Contractor is a one-person operation; and
 - ii. A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

C. Workers' Compensation (WC)

- a. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- b. Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor has no employees who will be performing work on behalf of the City, Contractor must provide:
 - i. A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will

comply with such provisions before commencing the performance of the work of this contract; and

- ii. A certification that Contractor does not employ any individual(s) in the course and scope of business operations.

- 4. Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

- A. Commercial General Liability & Contractors Pollution Liability

- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.
- b. Additional Insured Endorsements shall not:
 - Be limited to "Ongoing Operations".
 - Exclude "Contractual Liability".
 - Restrict coverage to the "Sole" liability of Contractor.
 - Exclude "Third-Party-Over Actions".
 - Contain any other exclusion contrary to this Agreement.
- c. Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.
- d. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

- B. Auto Liability

- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor.
- b. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

- C. Workers' Compensation. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

5. Miscellaneous.

- A. Insurance Obligations of Contractor. The insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
- B. Notice of Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a 30 day written notice of cancellation has been served upon City except 10 days shall be allowed for non-payment of premium.
- C. Waiver of Subrogation. Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- D. Evidence of Insurance. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least 15 days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within 10 days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- F. Deductible or Self-Insured Retention. Any deductible or self-insured retention must be approved in writing by the City and shall protect the

indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

- G. Contractual Liability. The coverage provided shall apply to the obligations assumed by Contractor under the indemnity provisions of this Agreement.
- H. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
- I. In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.
- J. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.
- K. Claims Made Policies. If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of this Agreement and an extended reporting period shall be provided for a period of at least five years from termination or expiration of this Agreement.
- L. Insurance for Subcontractors. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

EXHIBIT D
Labor Code Requirements

1. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Services are on file at City Hall and will be made available to any interested party on request. By initiating any Work, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.
2. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty paid to the City, forfeit \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.
3. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. Contractor has 10 days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, Contractor shall forfeit \$100 for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
4. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.
5. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty paid to the City, forfeit \$25 for each worker employed in the performance of the Services by Contractor or by any subcontractor 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 Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than 1.5 times the basic rate of pay.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Services, Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Contractor or any subcontractor becomes debarred or suspended during the duration of this Agreement, Contractor shall immediately notify the City.
8. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.
9. The Services are subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.
10. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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."

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is dated [December 1, 2020] for reference purposes and is executed by the City of Brea ("City"), a California municipal corporation, and [Mariposa Landscapes Inc.] ("Contractor"), a [California] [Corporation]. Contractor's CSLB license number is [592268]. Contractor's DIR registration number is [1000005079].

RECITALS

A. The City desires to retain Contractor as an independent contractor to provide landscape maintenance services at the following City facility or Landscape and Lighting Maintenance District: [City Facilities and Trails].

B. Contractor represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. "Contract Administrator": Public Works Superintendent Bill Bowlus or a duly authorized designee.

B. "Contract Amount": [\$ Ninety-Two Thousand, One Hundred and Ninety-Six Dollars (\$ 92,196.00)] per year.

C. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.

D. "Indemnitees": the City and its officers, employees, agents, and volunteers.

E. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.

F. "Labor Code Requirements": the Labor Code requirements set forth in the attached Exhibit D.

G. "Liabilities": actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.

H. "Services": the tasks set forth in the attached Exhibit A.

2. Services.

A. General Requirements. Contractor shall perform the Services in a timely, regular basis in accordance with applicable laws. Time is of the essence in the performance of this Agreement.

B. Labor Code Requirements. Contractor acknowledges that the Services are a "public work" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.). Contractor shall comply with the Labor Code Requirements.

C. Performance Standard. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City. Contractor shall consult the Contract Administrator for any decisions that must be made by the City.

D. Customer Care. While fulfilling the terms of this Agreement, Contractor is performing as a representative of City and shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to the Contract Administrator.

E. Cooperation. In the event any claim is brought against the City relating to Contractor's performance of the Services, Contractor shall provide any reasonable assistance and cooperation that the City might require.

3. Term.

A. Base Term. The base term of this Agreement shall be for four and one-half years, commencing on January 1, 2021 and expiring on June 30, 2025, unless extended or earlier terminated as provided herein.

B. Extension Options. The City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The one-year extension options may be exercised sequentially or concurrently. To exercise an extension option, the City shall give written notice to Contractor at least 30 days prior to the then-scheduled expiration date.

C. City Manager Authority. The City Manager may exercise extension options without prior City Council approval if both of the following conditions are satisfied: (i) the compensation to be paid Contractor for the applicable extension period has been approved and is included in a City Council-approved budget; and (ii) Contractor is not in breach of this Agreement.

D. Termination. If either party breaches this Agreement and fails to cure such breach within seven days of written notice, then the non-breaching party may immediately terminate this Agreement for cause. Additionally, the City may terminate this Agreement for convenience upon 60 days prior written notice to Contractor.

4. Compensation.

A. Full Satisfaction. The City shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Contractor under this Agreement exceed the Contract Amount.

B. Invoices. Contractor shall submit monthly invoices to the City for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 30 days of receipt of each invoice, the City shall pay all undisputed amounts on the invoice. City shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.

C. CPI Adjustment: Subject to paragraph D below, starting July 1, 2022, and on an annual basis thereafter, the Fee Schedule shall be adjusted using the Consumer Price index for all Urban Consumers for the Los Angeles, Riverside, Anaheim Metropolitan Area (CPI-U) for the most recent twelve (12) months ending on December 31st prior to the July 1 rate adjustment based on data available from the United States Bureau of Labor Statistics.

D. Council Approval Requirement. The Fee Schedule shall not be revised during the term of this Agreement (including any extension periods) without prior approval by the City Council.

5. Independent Contractor Status. Contractor is, and shall at all times remain as to the City, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or to act otherwise on behalf of the City as an agent. Neither the City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.

6. PERS Compliance. Contractor acknowledges that the City is a local agency member of California's Public Employees' Retirement System ("PERS"), and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to the City to perform the Services, Contractor shall assure compliance with the Public Employees' Retirement Law (Government Code § 20000 et seq.) and the Public Employees' Pension Reform Act of 2013 (Government Code 7522 et seq.). Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause the City to be in violation of the applicable retirement laws and regulations.

7. Indemnification.

A. **Requirement.** Contractor shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Contractor or its subcontractors in connection with this Agreement.

B. **Scope.** Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the City. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by consensus of the parties.

C. **Survival.** Contractor's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

8. Insurance. Without limiting Contractor's defense, hold harmless, and indemnification obligations under this Agreement, Contractor shall maintain policies of insurance as specified in the Insurance Requirements.

9. Accounting Records. During the term of this Agreement and for a period of three years after termination or expiration, Contractor shall maintain all accounting and financial records related to this Agreement in accordance with generally accepted accounting practices, and shall keep and make records available for inspection and audit by City representatives upon reasonable written notice.

10. Suspension. The Contract Administrator may suspend all or any part of the Services for the City's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Contractor.

11. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City
City of Brea
545 N. Berry St.
Brea, CA 92821
Attn: Bill Bowlus
E-mail: BillB@ci.brea.ca.us

Contractor
Mariposa Landscapes Inc.
6232 Santos Diaz Street
Irwindale, California 91702
Attn: Terry Noriega, President
E-mail: terry@mariposa-ca.com

12. Assignability. Contractor shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the City Manager's

prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Contractor from utilizing subcontractors identified in Contractor's proposal for the Services. Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

13. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Orange County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

14. Exhibits. The attached Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

15. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.


16. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

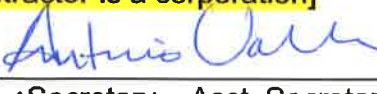
TO EXECUTE THIS AGREEMENT, the parties have caused their duly authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of Government Code Section 16.5.

[contractor name] Mariposa Landscapes, Inc.

[use this signature block if contractor is a corporation]



Terry Noriega
☐ Chairperson ☒ President
☐ Vice President



Antonio Valenzuela
☒ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if contractor is a limited liability company]

Manager

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Marty Simonoff, Mayor

Attest:

Lillian Harris-Neal, City Clerk

EXHIBIT A
Scope of Services

(attached)

SECTION VII

JOINT GENERAL SPECIFICATIONS

SECTION V – JOINT GENERAL SPECIFICATIONS

I. DESCRIPTION OF PROJECTS

The purpose of this RFP is to contract with a contractor(s) to perform mowing, edging, landscape and irrigation maintenance tasks at various sites in the City of Brea and the City of La Habra.

The mowing and edging will be completed based on frequencies in the GENERAL SPECIFICATIONS and SPECIFIC BID SPECIFICATIONS for the respective areas. The landscape maintenance will consist of mowing, edging, weeding, fertilizing, pest control and only specific bids have irrigation system maintenance and repair. Irrigation water consumption will be closely monitored. Money will be deducted from invoices for excessive water usage. A large majority of the work will be maintaining the condition of shrubs and ground cover on slopes, medians, and at City facilities. A small amount of tree pruning will be required to clear property lines, separate plant material, maintain safe passage on sidewalks, etc. The Contractor will be responsible to maintain plant material clearance around fences, building, valve boxes, and other obstacles.

All sites in the City of Brea and City of La Habra, must be visited weekly for weeds, trash, dead plants, debris and blowing.

*****City of Brea and City of La Habra water restrictions will govern all irrigation schedules.***

1. SCOPE OF WORK

The work to be done consists of furnishing all materials, implements, machinery, equipment, tools, supplies, transportation, incidentals and labor necessary to the prosecution and completion of the work as required by all specifications, and as directed by the Director of Public Works or a designee.

2. LICENSE AND PERMITS

The Contractor shall have and maintain a **valid C-27 Contractor's license**. All applications of pesticides shall be done in compliance with governmental requirements. Applications of such materials shall be done by personnel licensed by the State of California, Department of Pesticide Regulation. Contractor will obtain any permits required by local governmental agency for the use of special chemicals. For work in the City of Brea, the Contractor and any subcontractor will also be required to secure and maintain a valid **City of Brea Business License**. The Contractor also will be required to obtain an Encroachment permit for work on Valencia and Imperial Highway from Caltrans

paid for on a separate invoice by the City of Brea. For work in the City of La Habra, the Contractor will be required to secure and maintain a valid **City of La Habra Business License**. The Contractor will also be required to obtain an Encroachment permit from Caltrans for work on Beach Boulevard, Imperial Highway (from Beach to Harbor), and Whittier Boulevard and will be paid for on a separate invoice by the City of La Habra.

3. DRESS CODE AND APPEARANCE

The Contractor shall be required to provide uniforms for personnel assigned to the project. Sufficient changes shall be provided to present a neat and clean appearance of the personnel at all times. Contractor personnel shall wear uniforms with Company name and Employee name at all times. Contractor to provide Personal Protective Equipment (PPE) as required.

4. EXTRA WORK

In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:

Contractor must use separate crews to provide all extra work; may not use regular maintenance crews. Regular maintenance work shall be completed in conjunction with extra work and cannot be postponed to complete extra work. Failure to comply with this requirement shall result in a deficiency deduction.

When required by City Representative or Landscape Inspector, an estimate of cost will be submitted for approval prior to work being done.

- a) Work will be executed under the direction of the City on a time-and-materials basis or an agreed lump sum price depending on the nature of the work.
- b) Extra work will not be initiated without written authorization, except in emergency call-out situations.
- c) Extra work may include, but not be limited to, the following:
 - 1. Replacement of plant materials due to failures beyond the Contractor's control.
 - 2. Additional treatment required for planting or soil as not set forth specifically in this Specification.
 - 3. Repairs or replacement of irrigation system.
 - 4. Remedial landscaping.
 - 5. Repairs or replacements due to vandalism or Acts of God.

- d) Labor costs shall be based on the prevailing wage scale for each type of workman. Employee payments for payroll taxes and insurance, health and welfare, pension, vacation, and other direct labor costs to be included.
- e) Material cost shall be the actual cost of materials purchased by the Contractor and used for the extra work, including sales taxes, freight, and delivery charges.
- f) Submittals for Extra-Work Authorization shall include the following and be provided to the City within three (3) business days:
 - 1. Complete price for all labor and materials, itemized.
 - 2. Proposed schedule and completion date.

5. PROJECT INSPECTIONS

Weekly, the Contractor's direct field crew supervisor and next higher representative if deemed will walk the project with the City representative for the purpose of determining compliance with the Specifications or to discuss required work. Contractor representative must be authorized to sign documents and effect changes to the job.

6. VEHICLES

Contractor vehicles must be parked to allow normal and vehicular traffic; comply with OSHA, CAL-OSHA, and W.A.T.C.H. regulations. Vehicles shall display the company name and equipment shall be in good repair and not be older than 10 years.

7. SAFETY

Contractor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (CalOSHA), Federal Occupational and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable governmental law or City risk management standards. Traffic control will be per the "WATCH" book. The contractor will ensure the safety of all park users when working.

8. REPORTS AND SCHEDULES

The Contractor, as part of this agreement, will submit reports and schedules as requested. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments or termination of contract. Such reports must be detailed and thorough and may include but not be limited to the following:

- a) Suggestions for improving problem areas, as needed, or as requested by City.

- b) Reports of work planned. Due weekly at meeting with City.
- c) Cost information to perform extra work for upgrading specific areas, as needed or as requested by City, pricing due in three (3) business days.
- d) Weekly Maintenance Schedule(s). Contractor shall provide a weekly maintenance schedule to the City.
- e) Seasonal Irrigation Schedule. Due at last weekly meeting of the month.
- f) Pesticide Use Reports. Due at last weekly meeting of the month.
- g) Accident Reports. Due within twenty-four (24) hours of accident.
- h) Incident Reports. Due within twenty-four (24) hours of incident.
- i) Hazard Reports. Due within twenty-four (24) hours of identification/discovery.
- j) Irrigation test reports. Due at last meeting of the month depending on type of site.
- k) Fertilize use reports. Due monthly at last weekly meeting of the month.

9. PROTECTION OF PROPERTY DURING INCLEMENT WEATHER

- a) The Contractor shall adjust work schedule to compensate for all holidays and inclement weather. During periods of storms, the Contractor will provide supervisory inspection of the project during regular hours to prevent or minimize possible damage from inclement weather (this includes having a representative in the City during rain events to inspect and clean areas that may have drainage issues or problem with vee-ditches). The Contractor shall submit a report identifying any storm damage to the City's representative attached to a site map identifying location of damage and cost estimate to repair/replace. If remedial work is required beyond the scope of this contract, it shall be paid for as extra work.
- b) Contractor's responsibility for removing branches and leaves downed by high winds or other typical or non-typical environment condition is as follows:
 - 1. Contractor must remove, at no additional cost, all debris on contracted property regardless of disposition of affected tree, shrub, or any other landscape related item, within 48 hours of notification or self-discovery.
 - 2. Leaves or other landscape which accumulates in street gutters adjacent to Contractor's area of work, shall be removed by Contractor at no additional charge to City.
 - 3. Debris inhibiting proper flow of water in V-ditches and other structures shall be removed weekly to prevent flooding or damage to property

4. Damage caused by or increased cost incurred by the City as a result of Contractor not maintaining site in satisfactory condition prior to inclement weather, will be charged to the Contractor.

10. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

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

If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any hazardous conditions and underground systems, i.e., utility lines. Contractor shall instill reasonable precaution when working in these areas. Any damage or problems shall be corrected or repaired at Contractor's expense and reported immediately to the City.

11. CITY LIAISON

The City and the Contractor's will meet on a weekly basis with each City's representative. The purpose of this meeting will be to discuss specific project problems. More frequent contact may be required between the City Landscape Inspector and the Contractor's representative separately from these meetings. The Contractor's representative or direct crew supervisor is expected to be available by phone to address any daily needs.

12. SPECIAL REQUESTS

The Contractor may be requested by the City to perform special tasks which are above his normal scheduled work. It is intended that Special Requests be considered an extra work item unless the City determines that the Special Request is a direct result of neglect on the part of the Contractor.

13. SUPERVISION AND SPECIAL SKILLS

The Contractor shall assign a supervisor working regular working hours for the duration of this Contract. The Contractor shall have a minimum of five (5) years' experience in landscape maintenance supervision. The Contractor shall have expertise and experience in turf management, entomology, pest control, soils, fertilizers, plant identification, and irrigation system maintenance. The crew supervisor shall be capable of communicating effectively both in written and spoken English.

Each Contractor's working crews shall also have a responsible lead man who may represent Contractor to discuss the work in English with the Director of Public Works, or their designated representative, within twenty-four (24) hours of notification from the Director of Public Works, or his designated representative.

14. PESTICIDES

- a) General: All materials shall be in strict accordance and applied within the EPA regulations and the California Department of Pesticide Regulation. Current pesticide use recommendations made by a licensed Pest Control Advisor must be provided to the City prior to the application of any pesticide on City maintained areas.
- b) The application of pesticides and other chemicals shall be recorded on the Pesticide Use Form and coordinated with City Landscape Inspector.

15. CONTRACTOR NEGLECT

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

16. SCHEDULING OF OPERATIONS

The Contractor shall perform his work at such times as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. Examples of this would be early morning mowing or irrigation checks, etc. The Contractor shall submit a Maintenance Schedule describing maintenance operations and when work and applications of chemicals/fertilizers will be accomplished. Schedule shall be submitted weekly. Annual schedule of work force and maintenance tasks shall be submitted to City July 1, of every year of the contract, prior to starting any maintenance operations. All forms and schedules shall be of a format supplied by, or approved by, City. In addition, if there is a permanent change to the work force size at any time during the year the City shall be notified immediately.

17. SOUND CONTROL REQUIREMENTS

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

18. ADDITIONS/DELETIONS TO CITY LANDSCAPE AREAS

Changes in the areas to be maintained may be made as the City accepts new areas and/or relinquishes currently maintained areas. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change. Costs to add or delete landscape maintenance areas shall be made on a per square foot cost for planter maintenance or turf mowed per bid pricing or similarly sized landscape area. The City reserves the right to delete any site from the contract with thirty (30) days written notice.

19. ADDITIONS/DELETIONS TO GENERAL MAINTENANCE SPECIFICATIONS

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

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

20. LIQUIDATED DAMAGES; NONPERFORMANCE

- a) Contractor may be assessed penalties by City up to one hundred percent (100%) of the monthly value of a site for nonperformance and up to sixty percent (60%) of the monthly value of a site for substandard performance. Such penalties shall be assessed at the discretion of the City. Contractor shall be notified of any penalties in accordance with the terms of this Contract.
- b) Contractor shall be notified of service failure by delivery of a "Performance Deficiency Notification" form to Contractor by City. Said notice will serve as formal notification that Contractor has incurred a service deficiency sufficiently material that contract termination may result if satisfactory corrective action is not taken by Contractor.

The Performance Deficiency Notification will contain the acceptable time period for service correction. Upon Deficiency Notification, the correction will either be accepted or rejected. If accepted, part or all of the penalties may be waived, regardless of whether City has incurred loss as a result of said service failure.

Contractor will be notified of correction acceptance status by delivery of a Performance Deficiency Status Memorandum. Should correction not be accepted, a separate additional Performance Deficiency Notification will be delivered to Contractor, thus increasing the number of Deficiency Notices received by Contractor.

C. BREA - CITY FACILITIES

MOWING AND LANDSCAPE MAINTENANCE AT CITY FACILITIES, TRAILS, MEDIANS AND GREENBELTS (NO IRRIGATION SYSTEM MAINTENANCE)

This Scope of Services is for mowing and landscape maintenance services at City facilities or City owned property within the City limits.

SPECIAL SPECIFICATIONS FOR MOWING AND LANDSCAPE MAINTENANCE AT CITY FACILITIES, MEDIANS AND GREENBELTS

1. LANDSCAPE MAINTENANCE AREAS

All Contractor-caused irrigation damage will be the responsibility of Contractor to repair within 24-hours of occurrence. Failure to do so will result in City repair and recouping of costs or liquidated damages. In addition, a Performance Deficiency Notice may be issued.

2. IRRIGATION/OPERATION AND MAINTENANCE

City Staff will program landscape area irrigation schedules.

3. IRRIGATION RESPONSIBILITIES

- a) The Contractor shall visually inspect areas for broken valves, sprinklers, laterals, or mainlines. Contractor shall notify Public Works the same day any problems are identified.

Brea Public Works: 714.990.7691

4. MATERIALS

- a) All replacement materials are to be with original types and model materials, unless City representative approves a substitute.
- b) Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.
- c) Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
- d) Repairs of equipment or property damaged by Contractor or as a result of an error or omission by Contractor shall not be submitted to City for payment and are the responsibility of the Contractor.

- e) All materials are to be new and identical to existing materials, unless directed otherwise by the City representative. All new irrigation heads installed shall be fitted with appropriate nozzle to match precipitation rate of head being replaced.
- f) Changes to sprinkler systems are to be designed to achieve matched precipitation rates.

5. WATER MANAGEMENT

- a) All systems shall be programmed by Public Works.

6. WEED & PEST CONTROL

- a) General - Control of horticulturally damaging plant pests (insects, diseases, vertebrates, mites) shall be the responsibility of the Contractor. Written recommendations by a licensed California Agricultural Pest Control Adviser are required to be submitted to the City prior to any application of pesticides. Control shall mean the prevention or eradication of any pest to the satisfaction of the City. The City may determine an acceptable level of impact by any pest and adjust the pest control program of the Contractor accordingly. Proper cultural practices shall be a part of the Contractors pest control program. Failure to prevent, treat, or manage any pest infestation that results in loss of plant material or creates a risk to public health and safety may be remedied by the City at Contractor's expense in the form of a reduction in payment.

- b) Landscaped areas (shrub and ground cover)

1. Weed control

- a) All landscaped areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label and State Regulations.
- b) All areas within boundaries of site, which are not landscaped, shall be treated monthly to eliminate weeds.

- 2. Snail control - Snails shall be controlled on an as-needed basis on all plant material, as determined by the City.

3. Insect and disease control

- c) Turf

1. Weed control

- a) When weed population is excessive as determined by City, an appropriate herbicide shall be applied in accordance with all label specifications.

- b) In all areas prone to weed intrusion, applications of appropriately labeled pre-emergent herbicide shall be required.

2. Insect and disease control

- a) All turf areas with fungus infection shall be treated with an appropriate fungicide as directed by City.
- b) All other insect, disease, and fungus problems will be treated on a site-and-need-specific basis with the knowledge and consent of the City.
- c) Damaged turf caused by disease shall be repaired or replaced at no extra cost to the City.

7. RODENT CONTROL

Contractor shall be responsible for the eradication and control of all rodents, as necessary, on a continual basis in turf and planters. All mounds, burrows, or other damage shall be repaired by Contractor as required by City. Failure to successfully manage pests will result in city performing work and deducting cost from monthly payments.

8. WEED CONTROL OF PAVED SURFACES

Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in cracks, or expansion joints, and areas contiguous to the City landscape. Any adjoining hardscape to the landscaped median is included and requires weed control in 100% of the hardscape.

9. LANDSCAPE IMPROVEMENT MAINTENANCE

Landscape improvement maintenance shall include shrubs, ground cover, irrigation, and drainage structures. Slope maintenance includes the pruning of shrubs and routine pruning to maintain a neat appearance. Remove weeds that are not controlled by herbicides before size or abundance become a cause of complaint. Generally, weeds that exceed 3-5 inches in height, or predominate a bare area, are unacceptable. Keep all areas in a neat, clean, and well-maintained condition at all times.

Maintain all drainage structures to avoid obstruction at all times. Keep sidewalks free of obstructions, water, mud, algae, slime, leaves or other potentially hazardous debris at all times. Keep adjacent plant material from encroaching public right-of-way.

10. GUARANTEE AND/OR REPLACEMENT POLICY

All new plant material and irrigation installations or repairs shall be guaranteed for a period of one (1) calendar year except due to "Act of God," i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants shall be inspected and approved by City prior to installation. All landscape or irrigation installations or repairs shall conform to Landscape and Irrigation Specifications accepted by Director of Maintenance Services or his designee.

11. LANDSCAPE MAINTENANCE (All landscaped areas)

a) Turf

1. Fertilizer: Fertilizer application will be in April and October with a 16-6-8 Type fertilizer. The Contractor shall notify the City in writing five (5) working days prior to any fertilizer application. **This notification shall include the following: Location and exact date the fertilizer application will be performed; type of fertilizer and method of application to be used.** The Contractor shall immediately notify the City so irrigation can be scheduled. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application. All fertilizer shall be applied per manufacturer's label and suitable for the application. All fertilizer shall be removed from hardscape and other non-target areas. Any damage or streaking of turf shall be repaired at no cost to City.

2. Turf Mowing: Turf areas in this contract shall be mowed with power mowers. The mowers shall be maintained so as to provide a smooth even cut without tearing. The reel or blade adjustment will provide a uniform, level cut without ridges or depressions.

FREQUENCY: (Per scope of work 42 times per year as City schedules)

Mowing shall be performed at such intervals of time so that no more than one-third of the grass blade is removed during each mowing in returning the grass to the accepted height for the species of grass being mowed. All turf areas shall be mowed once per week. Inclement weather may preclude adherence to the frequency schedule. The Contractor may request alteration of this mowing frequency from the Parks Supervisor for reasons of rain or prolonged cold. Work shall be performed on the same day each week. All mowing missed due to inclement weather shall be rescheduled and completed within three (3) work days. Any mowing missed and not completed during the week shall be deducted from the monthly billing statement at a rate of 25% of the total monthly cost for maintenance.

Surface appearance will be mowed without scalping or allowing excessive cuttings to remain.

Turf shall be mowed with a reel-type mower equipped with rollers, a fine cut flail mower, or a rotary-type mower. The City may require a reel-type mower for all sports fields and rotary-type for all other areas.

All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.

CUTTING HEIGHTS:

Cutting heights shall be determined by the Parks Supervisor and adjusted according to field use needs and season conditions:

WASTE DISPOSAL:

Prior to mowing, all glass, leaves, paper and other debris shall be removed and disposed of into a city provided dumpster.

GREENWASTE AND RECYCLING:

All green waste shall be transported to an approved landfill.

CLEAN UP:

All walkways, roadways, trails or other areas dirtied by mowing operations shall be cleaned and all debris disposed of offsite prior to the completion of that day's mowing operation or the end of the day, whichever occurs first. All debris generated from Contractors Operations shall be picked up and disposed of by the contractor and at his expense. Per NPDES regulations there will be no debris blown into streets and roadways. Caution exercised when mowing or blowing around vehicles.

TRIMMING AND EDGING:

All turf grass borders shall be neatly and uniformly edged or trimmed concurrent with every mowing.

Edging of turf shall be completed as one operation in a manner that results in a well-defined, V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade. No weed eater attachments will be allowed.

All turf edges shall be trimmed or limited around; sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, park equipment and other obstacles.

Care shall be exercised with regard to the use of weed eaters to prevent damage to trees, building surfaces, walls, header boards, signage, etc. Any damage occurring from weed eating shall be repaired at Contractor's expense. The Contractor shall replace any trees damaged by weed eating with an equivalent size specimen.

TRAFFIC CONTROLS:

Contractor shall provide and display all safety devices and traffic controls at all times when working in the public right-of-way. All contractor's employees shall be attired in approved safety gear at all times and traffic control shall be outlined in the "Work Area Traffic Control Handbook." Failure to do so will result in an immediate shutdown of activity by the City. Any work not accomplished as a result of this shutdown shall be performed at another time with proper safety devices at no additional expense to the City.

TRAFFIC SAFETY

All equipment and machinery utilized by the Contractor while performing work for the City shall be equipped and operated in such a manner so as to conform to all applicable laws and regulations including, but not exclusive to, Cal-OSHA, concerning safety and operations.

MISCELLANEOUS ITEMS

A. Each Contractor's working crews shall have a responsible lead man who may represent Contractor to discuss the work in English with the Director of Public Works, or his designated representative, within twenty-four (24) hours of notification from the Director of Public Works, or his designated representative.

B. Contractor will repair or replace at his expense any portion of the irrigation system damaged by the Contractor or as a result of the Contractor's negligence.

C. Hours of operation will be 7 a.m. to 5 p.m.

b) Shrub Maintenance

1. Shape - All shrubs to be trimmed symmetrically in a natural form and proportion, but not to interfere with vehicular and pedestrian clearance, visibility and access, unless otherwise directed by the City's representative. Frequency to be at City's direction.
2. Fertilizer - Fertilize all ground cover and shrub beds in March with a 15-15-15 Type fertilizer.
3. Pre-emergent - To be completed two (2) times per year by the end of the first week of each of the following months of March and October.

4. Pruning - Prune shrubs to encourage healthy growth habits, natural form and proportion, symmetrical appearance and proper vertical and horizontal clearance.
5. Shearing - Only those plants specifically designated by the City's representative shall be sheared. These plants may also require additional thinning to maintain a healthy look and condition.

c) Ground Cover Maintenance

1. Trimming - All ground cover is to be trimmed not to interfere with irrigation operation or to encroach on to private property or right-of-way. All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain neat but natural (not sheared) edges. All ground cover is to be kept a minimum of six (6) inches from, but not limited to, all tree, shrubs, walls and fences. All hillside ground cover shall be topped a minimum of six (6) times a year to maintain a height of no more than twelve (12) inches unless otherwise directed by City representative.
2. Fertilizer - Fertilize all ground cover and shrub beds in March with a 15-15-15 Type fertilizer.
3. Pre-emergent - To be completed two (2) times per year by the end of the first week of each of the following months of March and October; at the maximum allowable rate per the manufacturers labeled recommendation.

12. CLEAN-UP

- a) At no time will it be allowed to blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean.
- b) Contractor shall remove all debris resulting from the maintenance operations and dispose of it off-site at the time of occurrence.
- c) All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day.
- d) All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.
- e) All shrub areas not interplanted with ground cover will be raked clean of all leaves, dead branches, and debris a minimum of once a month.

- f) The Contractor shall provide a general clean-up operation on a weekly basis for the purpose of picking up papers, trash or debris which may accumulate in the landscape areas, caused by winds or normal conditions.

13. GENERAL LANDSCAPE MAINTENANCE

- a) Watering - Hand watering will be required for free standing planters at the Civic and Cultural Center and Brea Community Center. Frequency will be as needed or directed by the Park Supervisor or his designee to maintain the plants. All areas to be left free of slip hazards. Appropriate safety signage to be used as needed. Trees on medians (5) located at Puente/Whittier and Puente/Wardman will need similar watering
- b) Pest Control - Apply all pesticides necessary to control pests. Pests shall include, but are not limited to insects, diseases, vertebrates, snails and slugs.
- c) Fertilization - All landscaped areas shall be fertilized as often as needed to maintain plants in a healthy, vigorous growing condition with proper color and shape. Minimum requirements are as previously listed. Contractor shall coordinate fertilizer applications with City for verification. All products must be applied per manufacturer's label and be suitable for the plants being fertilized.
- d) All turf areas shall be fertilized as specified. This schedule is a minimum requirement. Apply fertilizer so as to provide sufficient nitrogen and other basic nutrients on a regular basis to maintain a deep green color and keep turf in a healthy looking condition. Contractor shall coordinate fertilizer scheduling with City. Application must be verified by City Landscape Inspector.
- e) Refurbishment of Turfgrass - Turf areas that thin out due to shading effect of trees, structures, foot traffic and irrigation problems, etc., will be reseeded with an approved grass seed to restore thinning areas, at no additional cost to the City throughout the year.
- f) Weed Control - Contractor shall maintain a turf free of weed infestations over ten (10) percent of total turf area at all times by either chemical or mechanical means. Pre-emergent herbicide applications shall be required to control crabgrass in all turf areas. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made, the turf should be well established and in a vigorous condition. All chemicals applied shall be recorded and coordinated with the City.

String Trimmers - Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, vehicles in the area, header board, light fixtures, signage, etc. **No string trimmers shall be used around trees.** A six (6) inch bare soil buffer zone shall be maintained around the circumference at the base of all trees, unless otherwise directed by City.

EXHIBIT B
Fee Schedule

(attached)

**FEE SCHEDULE #4: BREA - MOWING AND LANDSCAPE MAINTENANCE AT CITY
FACILITIES AND TRAILS**

(No irrigation system maintenance)

Bidder: Mariposa Landscapes, Inc.

Item	Location	Turf Square Footage	Planter Square Footage	Unit Price (weekly visit with 42 mows/year)	Total (Unit x 52)
	CITY FACILITIES				
1.	Fire Station 1 555 N Berry St.	2,317	3,402	\$65.00	\$3,380.00
2.	Fire Station 2 200 N Brea Blvd.	0	7,283	\$72.00	\$3,744.00
3.	Fire Station 3 400 N. Kraemer	1,225	16,440	\$116.00	\$6,032.00
4.	Fire Station 4 198 N Olinda Dr.	0	6,273	\$67.00	\$3,484.00
5.	Pioneer Hall 500 S Sievers	20,764	1,747	\$144.00	\$7,488.00
6.	Senior Center 500 S Sievers	2,100	9,100	\$91.00	\$4,732.00
7.	Brea Community Center 695 E Madison	6,820	77,167	\$397.00	\$20,644.00
8.	Civic and Cultural Center 1 Civic Center Circle	15,790	32,440	\$247.00	\$12,844.00
9.	Post Office 700 E Birch.	2,808	5,349	\$65.00	\$3,380.00
10.	City Service Center 545 N Berry St.	0	3,508	\$25.00	\$1,300.00

FEE SCHEDULE #4: BREa - MOWING AND LANDSCAPE MAINTENANCE AT CITY FACILITIES AND TRAILS CONT.

(No irrigation system maintenance)

Item	Location	Turf Square Footage	Planter Square Footage	Unit Price (weekly visit with 42 mows/year)	Total (Unit x 42)
Trails					
1.	Segment 2 Channel to Brea Blvd.	0	4,131	\$144. ⁰⁰	\$7,488. ⁰⁰
2.	Segment 3 Brea Blvd. to State College	5,200	82,310	\$180. ⁰⁰	\$9,360. ⁰⁰
3.	Segment 4 State College to Birch	0	29,840	\$135. ⁰⁰	\$7,020. ⁰⁰
4.	Segment 5 Kraemer at Birch Hills Golf Course	0	1,500	\$25. ⁰⁰	\$1,300. ⁰⁰

Total Schedule in words: <i>Ninety-Two Thousand One Hundred Ninety-Six and 00/100 dollars.</i>
Total Schedule in figures: \$ <i>92,196.⁰⁰</i>

* Bidder declares that he or she has read and understands the scope of services

Terry Noriega
Terry Noriega, President

Staff Information

Number of days per week: 2

Staff per day: 2-3

Total staff hours per day: 23 Average.

EXHIBIT C
Insurance Requirements

1. Summary. Insurance coverages shall comply with requirements set forth herein.
 - A. Rating Requirements. A /VII minimum.
 - B. Commercial General Liability (CGL) + (PCO)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - C. Automobile Liability Insurance (ALI) (any auto)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - d. Exception. Not required if no vehicles used except for deliveries.
 - D. Workers' Compensation (WC) and Employer's Liability (ELI)
 - a. Statutory limits for Worker's Compensation.
 - b. \$1,000,000 Minimum. Per accident for bodily injury or disease.
 - c. Additional Insured Endorsement. Not Required.
 - d. Waiver of Subrogation. Required.
 - e. Exception. Not required if no employees used for these Services.
2. General Requirements
 - A. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet these requirements, Contractor agrees to amend, supplement or endorse the policies to do so.
 - B. Without limiting Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the term of this Agreement, the following policies of insurance.
 - C. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.

- D. If Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

3. Coverages

A. Commercial General Liability (CGL)

- a. CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- b. Limits shall be no less than \$2,000,000 per occurrence.
- c. Products-Completed Operations (PCO)
Contractor shall procure and submit to the City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.

B. Automobile Liability Insurance (ALI)

- a. ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
- b. If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
 - i. A personal automobile liability policy for the contractor's own vehicle, if Contractor is a one-person operation; and
 - ii. A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

C. Workers' Compensation (WC)

- a. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- b. Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor has no employees who will be performing work on behalf of the City, Contractor must provide:
 - i. A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will

- comply with such provisions before commencing the performance of the work of this contract; and
- ii. A certification that Contractor does not employ any individual(s) in the course and scope of business operations.
4. Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:
- A. Commercial General Liability & Contractors Pollution Liability
- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.
- b. Additional Insured Endorsements shall not:
- Be limited to "Ongoing Operations".
 - Exclude "Contractual Liability".
 - Restrict coverage to the "Sole" liability of Contractor.
 - Exclude "Third-Party-Over Actions".
 - Contain any other exclusion contrary to this Agreement.
- c. Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.
- d. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.
- B. Auto Liability
- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor.
- b. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

- C. Workers' Compensation. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

5. Miscellaneous.

- A. Insurance Obligations of Contractor. The insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
- B. Notice of Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a 30 day written notice of cancellation has been served upon City except 10 days shall be allowed for non-payment of premium.
- C. Waiver of Subrogation. Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- D. Evidence of Insurance. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least 15 days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within 10 days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- F. Deductible or Self-Insured Retention. Any deductible or self-insured retention must be approved in writing by the City and shall protect the

indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

- G. Contractual Liability. The coverage provided shall apply to the obligations assumed by Contractor under the indemnity provisions of this Agreement.
- H. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
- I. In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.
- J. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.
- K. Claims Made Policies. If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of this Agreement and an extended reporting period shall be provided for a period of at least five years from termination or expiration of this Agreement.
- L. Insurance for Subcontractors. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

EXHIBIT D
Labor Code Requirements

1. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Services are on file at City Hall and will be made available to any interested party on request. By initiating any Work, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.
2. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty paid to the City, forfeit \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.
3. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. Contractor has 10 days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, Contractor shall forfeit \$100 for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
4. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.
5. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty paid to the City, forfeit \$25 for each worker employed in the performance of the Services by Contractor or by any subcontractor 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 Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than 1.5 times the basic rate of pay.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Services, Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Contractor or any subcontractor becomes debarred or suspended during the duration of this Agreement, Contractor shall immediately notify the City.
8. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.
9. The Services are subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.
10. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2020

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

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

PRODUCER

Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Pine Avenue
Fresno CA 93727

CONTACT NAME: Debbie Cerkueira

PHONE (A/C, No, Ext): (559) 650-3555

FAX (A/C, No): (559) 650-3558

E-MAIL: dcerkueira@lcisinc.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Oak River Insurance Company

34630

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Tropical Plaza Nursery, Inc.
9642 Santiago Blvd.

Villa Park

CA 92867

COVERAGES

CERTIFICATE NUMBER: 20-21 WC

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMPI/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y <input type="checkbox"/> N				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	Y	TRNC120395	4/1/2020	4/1/2021
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

RE: Mowing and Landscape Maintenance at The Gateway Center, Landscape Maintenance at City Reservoirs, Mowing and Landscape Maintenance at City Facilities, Medians, Greenbelts & Maintenance District #1, District #3, District #5, District #6 and District #7

***** WC Waiver of Subrogation attached *****

APPROVED

By Doug Stevenson at 7:39 am, Jul 01, 2020

CERTIFICATE HOLDER

City of Brea
Director of Public Works
1 Civic Center
Brea, CA 92821

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

D Cerkueira/ARUIZ

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2020

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

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

PRODUCER **VANCE ORAND STATE FARM INSURANCE AGENCY INC.**
220 S TUSTIN ST
ORANGE, CA 92866



CONTACT NAME: Vance Orand

PHONE (A/C, No, Ext): 714-639-6616

FAX (A/C, No): 714-997-5103

E-MAIL ADDRESS: vance@orandagency.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: State Farm Mutual Automobile Insurance Company

26178

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED **TROPICAL PLAZA NURSERY INC.**
9642 SANTIAGO BLVD.
VILLA PARK, CA 92867-2521

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	POLICY PROJECT LOC						\$
A	AUTOMOBILE LIABILITY	Y	Y	F60-0202-F05-75Q-9ZZ	12/05/2019	12/05/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person) \$
	X ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	X HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	X Addl Insure						\$
	X SCHEDULED AUTOS						
	X NON-OWNED AUTOS						
	X DESIGNAT						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Name of Jobs: The Gateway Center

Landscape Maintenance at City Reservoirs, Mowing

Landscape Maintenance at City Facilities, Medians, Greenbelts & Maintenance

District #1, District #3, District #5, District #6, District #7

Olinda Ranch Park

Olinda Ranch Museum

CERTIFICATE HOLDER

CANCELLATION

CITY OF BREA
545 N. BERRY ST.
BREA, CA 92821

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

AUTHORIZED REPRESENTATIVE

McKenzie D. Orand

6028 AU ADDITIONAL INSURED
(Prior Notice of Termination)

This endorsement is a part of **your** policy. Except for the changes it makes, all other terms of the policy remain the same and apply to this endorsement. It is effective at the same time as **your** policy unless a different effective date is specified by us in writing.

It is agreed that **Liability – Coverage A** of your policy is extended to the party named on the declarations page as an Additional insured. The additional Insured is subject to the provisions of the policy granting coverage to an Insured other than you. The Additional Insured:

1. has the same right of recovery under this policy as before;
2. is not liable for any premiums or other expense under this policy;
3. is not a member of the State Farm Mutual Automobile Insurance Company of Bloomington Illinois.

This policy will not be changed or terminated as to the interest of the Additional Insured unless we give such insured notice. The number of days' notice we will give is (30) unless another number is shown on the declarations page.

POLICYHOLDER: TROPICAL PLAZA NURSERY, INC.
 9642 Santiago Blvd.
 Villa Park, CA 92867-2521

Policy # F60 0202-F05-75Q-9ZZ Dec. 05, 2019 to Dec. 05, 2020

Coverage: Bodily Injury and Property Damage Liability Limits
\$1 Million Single Limit

Additional Insured: City of Brea
 545 N. Berry St.
 Brea, Ca, 92821

Projects:

The Gateway Center
Landscape Maintenance at City Reservoirs, Mowing
Landscape Maintenance at City Facilities, Medians, Greenbelts & Maintenance
District #1, District #3, District #5, District #6, District #7
Olinda Ranch Park
Olinda Ranch Museum

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**Blanket Waiver**

Person/Organization Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium (prior to adjustments)
All CA Operations	3335.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 04/01/2020

Policy No.: TRWC120395

Endorsement No.:

Insured: Tropical Plaza Nursery, Inc

Premium \$

Insurance Company: Oak River Insurance Company

Countersigned by,





CERTIFICATE OF LIABILITY

APPROVED

By Nicole Andrews at 7:57 am, Oct 29, 2020

OP ID: EK

DATE (MM/DD/YYYY)

10/26/2020

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

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

PRODUCER Brakke-Schafnitz Ins. Brokers License #0K07568 28202 Cabot Road, Suite 600 Laguna Niguel, CA 92677-1251 Richard Kuehn		949-365-5128 CONTACT NAME: Elisa Kuehn PHONE (A/C, No, Ext): 949-365-5128 FAX (A/C, No): 949-313-3279 E-MAIL ADDRESS: elisa.kuehn@sig.us	
INSURED Shinsuke Clifford Yamamoto Inc 2031 Emery Avenue La Habra, CA 90631		INSURER(S) AFFORDING COVERAGE INSURER A: Depositors Insurance Company INSURER B: Insurance Company of the West INSURER C: Amco Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 42587 27847 19100	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

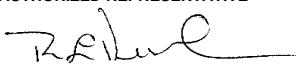
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HERBICIDE/PESTICI GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ACPLGLDO3009834499	09/01/2020	09/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ no coverage PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ACPBAPD3009834499	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ -0-			ACPCAA3009834499	09/01/2020	09/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WSD505782900	10/26/2020	10/26/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: All Operations on behalf of the City of Brea related to Landscape Maint. It is agreed City of Brea is additional insd as required by written contract per attached A/I End. CG20100413 & #CG20370413 & Primary Wording per attached CG20010413. It is agreed Work Comp Waiver applies in favor of City of Brea Endorsement has been ordered.

CERTIFICATE HOLDER

CANCELLATION

CITYBRE City of Brea 545 N. Berry Street Brea, CA 92821	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Blanket Additional Insured Agreed
Location and Description Of Completed Operations
Any location (s) when you have agreed in written contract, agreement or permit that person or organization be added as additional insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All terms and conditions apply unless modified by this endorsement.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Blanket Additional Insured Agreed

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All terms and conditions of this policy apply unless modified by this endorsement.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 2% of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization

Job Description

ANY PERSON / ORG
WHEN REQUIRED BY
WRITTEN CONTRACT

ALL CA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/26/2020

Policy No. WSD 5057829 00

Endorsement No.

Insured Shinsuke Clifford Yamamoto Inc

Premium

Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By _____



CERTIFICATE OF LIABILITY INSURANCE

APPROVED

By Nicole Andrews at 2:49 pm, Nov 16, 2020

DATE (MM/DD/YYYY)
11/10/2020

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED MARIPOSA LANDSCAPES INC 6232 SANTOS DIAZ ST IRWINDALE, CA 91702-3267		INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED SERVICE INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
171-235-5		NAIC # 28304	

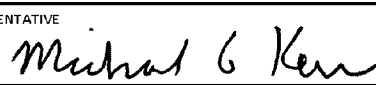
COVERAGES**CERTIFICATE NUMBER: 328****REVISION NUMBER: 0**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6069499	04/01/2020	04/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6069499	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	6069500	04/01/2020	04/01/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A					PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

CERTIFICATE HOLDER**CANCELLATION**

171-235-5 CITY OF BREA 1 CIVIC CENTER CIR BREA, CA 92821-5792	328 0	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED MARIPOSA LANDSCAPES INC 6232 SANTOS DIAZ ST IRWINDALE, CA 91702-3267
POLICY NUMBER SEE CERTIFICATE # 328.0		
CARRIER SEE CERTIFICATE # 328.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 328.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: LANDSCAPE MAINTENANCE SERVICE AT CITY FACILITIES AND TRAILS

CITY OF BREA, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, VOLUNTEERS, BOARDS AND REPRESENTATIVE ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE COMMERCIAL GENERAL LIABILITY POLICY (INCLUDING ONGOING AND COMPLETED OPERATIONS) AND BUSINESS AUTO LIABILITY POLICY.

INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.

INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.

GENERAL LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.

BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.

FOR NON-PAYMENT OF PREMIUM, 10 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.



CERTIFICATE OF LIABILITY IN

APPROVED

By Nicole Andrews at 2:49 pm, Nov 16, 2020

DATE (MM/DD/YYYY)

11/09/2020

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

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

PRODUCER Global Risk, LLC 800 Wilshire Blvd., Second Floor Los Angeles CA 90017		CONTACT NAME: Tami Mason PHONE (A/C, No. Ext): (213) 550-2253 FAX (A/C, No): (213) 550-2258 E-MAIL ADDRESS: tmason@globalriskcap.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Sentry Casualty Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 308 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	90-20720-01 00 191	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							\$

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

RE: All operations on behalf of the City of Brea

CERTIFICATE HOLDER

City of Brea
 1 Civic Center Circle
 Brea CA 92821

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tami Mason

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:

Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:

1. To "loss" which occurs prior to the date of your contract with such person or organization;
2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organizations:	Location(s) Of Covered Operations
CITY OF BREA 1 CIVIC CENTER CIR BREA CA 92821	See IL-F-40-0130
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

MARIPOSA LANDSCAPES INC
6232 SANTOS DIAZ ST
IRWINDALE CA 91702

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

EXTENSION ENDORSEMENT

Extension - CG 20 10 - CITY OF BREA

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO COMMERCIAL LANDSCAPE MAINTENANCE SERVICE FOR FACILITIES & TRAILS IN THE CITY OF BREA CA BY THE NAMED INSURED.

ADDITIONAL INSUREDS ALSO INCLUDE: CITY OF BREA, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, VOLUNTEERS, BOARDS AND REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
CITY OF BREA 1 CIVIC CENTER CIR BREA CA 92821	See IL-F-40-0131
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

MARIPOSA LANDSCAPES INC
6232 SANTOS DIAZ ST
IRVINDALE CA 91702

EXTENSION ENDORSEMENT

Extension - CG 20 37 - CITY OF BREA

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO COMMERCIAL LANDSCAPE MAINTENANCE SERVICE FOR FACILITIES & TRAILS IN THE CITY OF BREA CA BY THE NAMED INSURED.

ADDITIONAL INSUREDS ALSO INCLUDE: CITY OF BREA, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, VOLUNTEERS, BOARDS AND REPRESENTATIVE

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - **Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard", except when the payments result from the sole negligence of that person or organization. We waive this right only when you are required to do so by written contract or agreement with that person or organization, executed by you prior to the occurrence of any loss.

SENTRY CASUALTY COMPANY
Carrier Code No. 37877

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

POLICY NUMBER: 90-20720-01 00 191

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

"ALL WRITTEN CONTRACTS PROVIDED SUCH CONTRACT WAS MADE PRIOR TO LOSS"

WC 00 03 13 (Ed. 04-84)

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City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 11/24/2020

SUBJECT: Orange County Transportation Authority Annual Measure M2 Expenditure Report

RECOMMENDATION

Adopt Resolution

BACKGROUND/DISCUSSION

On November 7, 2006, voters approved Renewed Measure M, which is commonly referred to as M2. M2 is a 30 year program extension of the original Measure M (1991-2011) to fund countywide transportation facility and service improvements by a transactions and use tax of one-half of one percent (1/2%). M2 requires that each jurisdiction adopt an annual expenditure report to account for funds expended that satisfy the Measure M Maintenance of Effort (MOE) requirement and expenditures of all activities funded with M2 revenues within six (6) months of the jurisdiction's fiscal year end.

Each year, the City must provide specific documentation to the Orange County Transportation Authority (OCTA) in order to maintain Measure M2 eligibility for local fair share and competitive grant funding. OCTA is the local transportation authority responsible for administering proceeds of the M2 sales tax. The City of Brea routinely applies for competitive funding through the Comprehensive Transportation Funding Program (CTFP), which is a component of M2. The CTFP brings a number of competitive grant programs through M2 under one set of procedures and guidelines. M2 funds enable the City to undertake significant capital projects that improve the transportation and circulation system in Brea.

In June 2020, the City Council approved and staff submitted all required documentation for the annual M2 eligibility requirements for FY 2020-21. As mentioned previously, this Measure M2 Expenditure Report is required to be submitted within six (6) months of year-end to complete our eligibility requirements. OCTA staff has reviewed a draft of this report and all attachments and provided preliminary approval. By adopting this resolution, the City will maintain its compliance with this requirement.

SUMMARY/FISCAL IMPACT

Continued compliance with the M2 Maintenance of Effort requirement will enable the City of Brea to continue being eligible for Local Fair Share and competitive grant funding. This will have no negative impact to the General Fund.

RESPECTFULLY SUBMITTED

Respectfully Submitted: William Gallardo, City Manager

Prepared by: Warren Coleman, Sr. Management Analyst

Concurrence: Michael Ho, P.E., City Engineer / Deputy Director of Public Works

Tony Olmos, P.E., Director of Public Works

Attachments

Resolution

Expenditure Report

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA,
CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR
THE CITY OF BREA**

A. RECITALS:

(i) Local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds.

(ii) Local jurisdictions are required to adopt an annual Expenditure Report as part of one of the eligibility requirements.

(iii) Local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction in the Expenditure Report that satisfy the Maintenance of Effort requirements; and

(iv) The Expenditure Report shall include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and

(v) The Expenditure Report must be adopted and submitted to the OCTA each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of M2.

B. RESOLUTION:

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND
RESOLVED** by the City Council of the City of Brea does hereby inform the OCTA that:

1. The M2 Expenditure Report is in conformance with the template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year and balances at the end of fiscal year.

2. The M2 Expenditure Report is hereby adopted by the City of Brea.

3. The City of Brea Administrative Services Director is hereby authorized to sign and submit the M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2019.

APPROVED AND ADOPTED this 15th day of December 2020.

Marty Simonoff, Mayor

ATTEST:

Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 15th day of December 2020 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

ATTEST: _____
Lillian Harris-Neal, City Clerk

DATE: _____

M2 Expenditure Report
Fiscal Year Ended June 30, 2020
Beginning and Ending Balances

Description		Line No.	Amount	Interest
Balances at Beginning of Fiscal Year				
A-M	Freeway Projects	1	\$ -	\$ -
O	Regional Capacity Program (RCP)	2	\$ (3,381,483)	\$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ (44,316)	\$ -
Q	Local Fair Share	4	\$ 2,779,874	\$ 105,275
R	High Frequency Metrolink Service	5	\$ -	\$ -
S	Transit Extensions to Metrolink	6	\$ -	\$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 47,459	\$ -
V	Community Based Transit/Circulators	9	\$ -	\$ -
W	Safe Transit Stops	10	\$ -	\$ -
X	Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
	Other*	12	\$ -	\$ -
Balances at Beginning of Fiscal Year		13	\$ (598,466)	\$ 105,275
Monies Made Available During Fiscal Year		14	\$ 13,053,138	\$ 60,845
Total Monies Available (Sum Lines 13 & 14)		15	\$ 12,454,672	\$ 166,120
Expenditures During Fiscal Year		16	\$ 5,030,854	\$ -
Balances at End of Fiscal Year				
A-M	Freeway Projects	17	\$ -	\$ -
O	Regional Capacity Program (RCP)	18	\$ 4,551,865	\$ 22,674
P	Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ (47,120)	\$ -
Q	Local Fair Share	20	\$ 2,876,550	\$ 143,446
R	High Frequency Metrolink Service	21	\$ -	\$ -
S	Transit Extensions to Metrolink	22	\$ -	\$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ 42,523	\$ -
V	Community Based Transit/Circulators	25	\$ -	\$ -
W	Safe Transit Stops	26	\$ -	\$ -
X	Environmental Cleanup Program (Water Quality)	27	\$ -	\$ -
	Other*	28	\$ -	\$ -

* Please provide a specific description

M2 Expenditure Report

Fiscal Year Ended June 30, 2020

Sources and Uses

Description	Line No.	Amount	Interest
Revenues:			
A-M Freeway Projects	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ 11,973,575	\$ 22,674
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q Local Fair Share	4	\$ 1,033,184	\$ 38,171
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 46,379	\$ -
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
Other*	12	\$ -	\$ -
TOTAL REVENUES (Sum lines 1 to 12)	13	\$ 13,053,138	\$ 60,845
Expenditures:			
A-M Freeway Projects	14	\$ -	\$ -
O Regional Capacity Program (RCP)	15	\$ 4,040,227	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	16	\$ 2,804	\$ -
Q Local Fair Share	17	\$ 936,508	\$ -
R High Frequency Metrolink Service	18	\$ -	\$ -
S Transit Extensions to Metrolink	19	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	21	\$ 51,315	\$ -
V Community Based Transit/Circulators	22	\$ -	\$ -
W Safe Transit Stops	23	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	24	\$ -	\$ -
Other*	25	\$ -	\$ -
TOTAL EXPENDITURES (Sum lines 14 to 25)	26	\$ 5,030,854	\$ -
TOTAL BALANCE (Subtract line 26 from 13)	27	\$ 8,022,284	\$ 60,845

* Please provide a specific description

M2 Expenditure Report
Fiscal Year Ended June 30, 2020
Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	MOE	Developer / Impact Fees ¹	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2 ²	Other M2 Interest	Other ³	TOTAL
Indirect and/or Overhead	1	\$ -	\$ 85,109	\$ -	\$ -	\$ -	\$ -	\$ 20,676	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105,785
Construction & Right-of-Way															
New Street Construction	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Reconstruction	3	\$ -	\$ 123,232	\$ 2,238,739	\$ -	\$ -	\$ -	\$ 714,506	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,076,477
Signals, Safety Devices, & Street Lights	4	\$ -	\$ -	\$ -	\$ -	\$ 2,804	\$ -	\$ 1,326	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,130
Pedestrian Ways & Bikepaths	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Drains	6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Damage	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction¹	8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Right of Way Acquisition	9	\$ -	\$ -	\$ 1,801,488	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,801,488
Total Construction & Right-of-Way	10	\$ -	\$ 123,232	\$ 4,040,227	\$ -	\$ 2,804	\$ -	\$ 715,832	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,882,095
Maintenance															
Patching	11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overlay & Sealing	12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Lights & Traffic Signals	13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Damage	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Street Purpose Maintenance	15	\$ 1,355,110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,555,110
Total Maintenance¹	16	\$ 1,355,110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,555,110
Other	17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,315	\$ -	\$ -	\$ 51,315
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	\$ 1,355,110	\$ 208,341	\$ 4,040,227	\$ -	\$ 2,804	\$ -	\$ 936,508	\$ -	\$ -	\$ -	\$ 51,315	\$ -	\$ -	\$ 6,594,305
Finance Director Confirmation	19	Any California State Constitution Article XIX streets and road eligible expenditure may be "counted" in local jurisdictions' calculation of MOE if the activity is supported (funded) by a local jurisdictions' discretionary funds (e.g. general fund). The California State Controller also provides useful information on Article XIX and the Streets and Highways Code eligible expenditures in its "Guidelines Relating to Gas Tax Expenditures for Cities and Counties". I have reviewed and am aware of these guidelines and their applicability in calculating and reporting on Maintenance of Effort expenditures. Finance Director initial: <u>CR</u>													

¹ Includes direct charges for staff time

² Other M2 includes A-M, R,S,T,U,V, and W

+ Transportation related only

* Please provide a specific description

Legend

Project	Description
A-M	Freeway Projects
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

[illegible]

M2 Expenditure Report
Fiscal Year Ended June 30, 2020

I hereby certify that:

- ☒ All the information attached herein and included in schedules 1 through 4 is true and accurate to the best of my knowledge;
- ☒ The interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated;
- ☒ The City of Brea is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for M2 Eligibility purposes;
- ☒ The City/County's Expenditure Report is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties;" and
- ☒ The City of Brea has expended in this fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to the level of its maintenance of effort requirement.

Cindy Russell

Director of Finance (Print Name)

11/16/2020

Date

Cindy Russell

Signature

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 11/24/2020

SUBJECT: Annual Development Impact Fee Report for Fiscal Year Ending June 30, 2020

RECOMMENDATION

Receive and file report.

BACKGROUND/DISCUSSION

The City Council established and adopted various Development Impact Fees in 1995 to pay for necessary infrastructure improvements, as well as infrastructure needed to support new development projects within Brea. These included Water, Traffic, Fire and Dispatch Impact Fees. An annual review of fees occurs with the budget process, with fee updates made as governed by the terms of the applicable impact fee ordinance or resolution.

Government Code § 66006, commonly referred to as AB1600, requires municipalities that impose Development Impact Fees undertake an annual accounting of such fees within 180 days after the close of the fiscal year and make this report available to the public. The report is to provide the beginning and ending balances for the fiscal year, the fees, interest income, expenditures, and any refunds pursuant to Government Code § 66001(f). In addition, for the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the City is required to make all findings with respect to that portion of the account or fund remaining unexpended. All Development Impact Fees collected by the City of Brea are committed to capital projects or to finance infrastructure improvements.

Some of the needs for capital facilities to accommodate new growth identified during past impact fee nexus studies have been addressed by completing capital projects and purchasing specified equipment and facilities. Many of the Traffic and Water system improvements identified as necessary to accommodate future growth in the City have not been completed. The program of capital projects to meet those needs continues to make progress annually.

SUMMARY/FISCAL IMPACT

Traffic, Water, Dispatch and Fire Impact Fees have realized revenues and incurred expenditures as detailed in the Annual Report for Fiscal Year ended June 30, 2020. This item has no General Fund impact.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Warren Coleman, Senior Management Analyst

Concurrence: Michael Ho, P.E. Deputy Director of Public Works/City Engineer
Tony Olmos, P.E., Public Works Director

Attachments

Annual Impact Fee Report

CITY OF BREA
DEVELOPMENT IMPACT FEE PROGRAM

Annual Report
Fiscal Year Ended June 30, 2020
Prepared on 11/6/20

Pursuant to Government Code Section 66006, the following information contains information that is required to compile the annual report for Development Impact Fees. There were no refunds related to water impact fees, traffic impact fees, dispatch impact fees, or fire impact fees made pursuant to subdivision (e) and (f) of Section 66001.

Water Impact Fees (Fund 541) was established in order to offset new development projects within the City and its sphere-of-influence. These fees are necessary to ensure that adequate water infrastructure and facilities are provided to new development projects.

Amount of Fee

District 1, All Zones - \$416 per 1" equivalent meter
District 2, Zone 790 & Below - \$3,264 per 1" equivalent meter
District 2, Zone 900 - \$23,838 per 1" equivalent meter
District 2, Zone 1050 & Above - \$86,700 per 1" equivalent meter
District 3, Zone 790 & Below - \$416 per 1" equivalent meter
District 3, Zone 1000 - \$16,566 per 1" equivalent meter
District 3, Zone 1200 - \$18,916 per 1" equivalent meter
District 3, Zone 1400 & Above - \$17,972 per 1" equivalent meter

The beginning balance was \$1,013,854.69 and the ending balance was \$1,058,777.85. The fees collected were \$61,022.30 and the interest earned was \$12,979.55. There were no funds uncommitted.

For fiscal year 2019-20, \$9,587.84 was spent on administrative/operational costs and there were project expenditures of \$19,490.85 on CIP 7932 which is the Reclaimed Water Conversion Project.

Traffic Impact Fees (Fund 540) was established to offset new traffic impacts and finance construction of new traffic improvements caused by new development projects within Brea, including areas within its sphere of influence.

Land Use Category	Unit of Development	Fee
Low Density Residential (Up to 6 d.u. per acre)	Per dwelling unit	\$1,974
Med. Density Residential (7 to 12 d.u. per acre)	Per dwelling unit	\$1,453
High Density Residential (13 d.u. per acre & over)	Per dwelling unit	\$1,203
Gen. and MU Commercial	Per gross square foot	\$2.35
Regional Commercial	Per gross square foot	\$2.24
Office/Industrial	Per gross square foot	\$1.25
Other	Per trip end	\$89

Traffic Impact Fees (Continued)

The beginning balance in this fund was \$6,470,296.46 for the fiscal year with an ending balance of \$7,306,878.55. Per the 2011 Nexus Study, the fair share amount set aside for use on the SR-57 and Lambert Interchange project was set at \$12,650,000. Of this amount, the balance as of June 30, 2020 was \$3,146,017. The fees collected were \$952,849.75, the interest earned was \$72,549.38 and there were miscellaneous revenues of \$19,524.17. There were no funds uncommitted.

For fiscal year 2019-20, \$85,109.29 was spent on administrative/operational costs and \$123,231.92 was spent in project expenditures. The project expenditures are as follows:

<u>Project</u>	<u>Expenditures</u>
Project 7276 Lambert Road & Puente St. Intersection	\$6,241.93
Project 7278 Imperial Hwy & Berry St Intersection	\$81,399.68
Project 7306 SR 57 & Imperial Hwy Interchange	\$20,586.06
Project 7709 Birch Street Traffic Signal Synchronization	\$13,769.12
Project 7714 Imperial Hwy Traffic signal Synchronization	\$1,235.13
Total Impact Fee Expenditures	<u>\$123,231.92</u>

Dispatch Impact Fees (Fund 543) was established by Ordinance 968 to offset new dispatch/communications impacts and finance acquisition, installation and/or construction of new dispatch/communications facilities necessitated by new development projects within Brea, including portions of its sphere of influence when annexed into the City.

Dispatch impact fee is \$55.00 for each dwelling unit.

The beginning balance in this fund was \$18,621.85 with an ending balance of \$40,984.41. The fees collected were \$29,320 and interest earned was \$468.41. There were no funds uncommitted.

For fiscal year 2019-20, \$7,672.35 was spent on administrative/operational costs and \$0.00 was spent in project expenditures.

Fire Impact Fee (Fund 542) was established to fund the cost of building a fire station and purchasing new fire engines and equipment required to serve new development.

Fire Impact Fees	
Residential	
Single Family	\$1,029
Multifamily	\$731

Nonresidential	
Commercial	\$191
Office	\$267
Industrial	\$138

The beginning balance in this fund was \$573,995.17 with an ending balance of \$931,933.89. The fees collected were \$534,073 and the interest earned was \$12,040.14. There were no funds uncommitted.

Fire Impact Fees (continued)

For fiscal year 2019-20, \$16,867 was spent on administrative/operational costs and \$171,306.44 was spent on project expenditures.

4249-Cad RMS Program Setup	\$20,018.96
4639-Epic 3 Direct Interface Radio	\$24,971.06
4442-Philips Heartsmart CPR	\$7,205.25
4219-Motorola All Band Radios	\$119,111.17
Total	\$171,306.44