

REQUEST FOR PROPOSALS (RFP)

FOR

Citywide Landscaping Maintenance Services



City of Stanton

Public Works & Engineering Department

7800 Katella Avenue

Stanton, CA 90680

(714) 379-9222 | StantonCA.gov

Approved for Advertising:

Cesar Rangel, P.E.

Public Works Director/City Engineer

CRangel@StantonCA.gov

(714) 890-4203

KEY RFP DATES (Subject to Change):

Issue Date:

March 28, 2024

Mandatory Pre-Proposal Conference:

**April 11, 2024 at 10:00 a.m. at 8100
Pacific Ave, Stanton, CA 90680**

Deadline for Questions:

April 18, 2024 at 4:00 p.m.

Proposal Due Date:

April 25, 2024 at 4:00 p.m.

Presentation / Interviews:

TBD (as necessary)

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I. GENERAL DESCRIPTION AND INTRODUCTION

The City of Stanton ("City") is requesting proposals from qualified contractors to provide professional landscape maintenance as detailed in the Scope of Services. General items of work include mowing, aeration, mulching, turf maintenance, irrigation repair & timing, hand weeding, litter pickup, raking, plant maintenance, minor tree maintenance, and hand watering.

Proposals must conform to the requirements of this Request for Proposal (RFP) and **proposals must be submitted in a sealed envelope to the Department of Public Works and Engineering no later than 4:00 pm on April 25, 2024**. The contract is anticipated to be awarded at a June 2024 City Council meeting, with work to July 2024. City reserves the right to waive any irregularity in any proposal, or to reject any proposal that does not comply with this RFP. The City alone, using the criteria determined by the City, will select the qualified candidate.

A mandatory pre-proposal conference is scheduled for 10:00 a.m., Thursday, April 11, 2024 at the Stanton City Yard, 8100 Pacific Street, Stanton, CA 90680. All prospective bidders must attend. At this time the City will respond to all questions and address clarifications relative to the RFP process.

The successful Contractor will be required to enter into an agreement with the City, which will include the requirements of this RFP, as well as other requirements to be specified at a later date. By submitting a proposal, the Contractor agrees to all of the terms of this RFP.

Please direct any questions by the deadline for questions listed on the cover page of this RFP to Scott Jensen, Public Works Manager for the Public Works and Engineering Department, at (714) 890-4289, or via email at sjensen@StantonCA.gov.

II. QUALIFICATIONS

Minimum Qualifications:

1. Minimum of seven (7) years of experience in professional landscape maintenance services.
2. Experience and/or demonstrated ability to provide satisfactory services.
3. The successful bidder and any subcontractor(s) must possess a current and valid California contractor's license(s) in the classification(s) required by law to perform the work (C-27 Landscape Contractor License).

4. Licensed California Pest Control Advisor on staff.
5. Local staffing able to respond to an emergency call-back within 30 minutes, and able to deploy the appropriate resources to respond within two (2) hours after being contacted by the City.
6. Valid City of Stanton business license for the term of the Agreement, if selected.
7. Maintain, or have the ability to quickly acquire, all necessary materials, labor, equipment, and other incidental and appurtenant work necessary for the landscape maintenance services.
8. Contractors submitting a proposal shall possess a valid and current California Qualified Applicator (QAL) and comply with all other license, insurance and permit requirements of the City, State and Federal governments, as required by law to perform the work. Contractor shall maintain all required licenses and permits during the course of the contract and contractor employees shall be trained and licensed in accordance with the law.

Desirable Qualifications

1. Knowledge and experience with the City of Stanton's standards, provisions, and practices.
2. Three (3) year prior contract of related work and services with other cities or municipalities.

III. SCOPE OF SERVICES

The Contractor is to provide all services as outlined below to the City of Stanton. Services required work shall include, but are not necessarily limited to, those items noted below. Best industry practices and/or best management practices may require additional services not explicitly enumerated. The proposer should identify any additional services required, price them, and explain them in their response.

Scope of Work:

See Exhibit A - Contract Scope of Services

General Responsibilities:

1. Assume responsibility for completing all work as specified in Scope of Services.
2. Contractor shall designate a single point of contact with decision-making authority for Work under this Contract, and shall be available during regular business hours.
3. Prohibit any persons other than those designated and employed by the Contractor to accompany landscaping staff for Work.
4. Provide all equipment, labor, supervision, method of processes, and materials necessary to complete the Work. Contractor shall keep all materials and equipment neat, clean, and readily available at all times.
5. Provide all materials of good quality, as approved by the City, and in the amounts necessary to fulfill the Contract requirements and to accomplish an acceptable and professional level of service.
6. Bring to the attention of the City any defective or inoperative equipment no later than the following day after discovery.
7. Assume responsibility for securing any and all locks after work has been completed.
8. Promptly and properly dispose of all debris accumulated as result of landscaping.
9. Assume responsibility for timely payment of any subcontractor, material persons, workers, and suppliers.
10. Contractor shall comply with the City of Stanton Integrated Pest Management Plan (IPM) and always follow integrated pest management practices to control pests and minimize use of toxic materials. Proposed methods shall be submitted for the Public Works Manager or designee to review and provide written approval before work proceeds. Contractors are responsible for reporting any regulatory data that is required by Federal, State, County, or any other oversight jurisdictions.
11. Maintain a valid City of Stanton business license for the term of the Contract, if selected.

Billing Form, Records and Reports

1. The Contractor shall submit Record Maintenance Service Chart and Routine Checklist for approval by the City withing 10 days of award of contract.
2. Provide a copy of any or all records to the City upon request.
3. Maintain such record through the term of the Contract, plus three (3) years after Contract termination.

4. Provide a billing form and progress payment form approved by the City.

Protection from Damage:

1. Protect all public and private property that is not part of Work.
2. Assume liability for any damages as a result of its staff using improper techniques and/or materials. Contractor shall repair such damage at Contractor's expense.

Withholding of Payment:

1. In the case that work scheduled for performance is not performed, or does not meet the quality standards as required by the City, the City may allow the Contractor to correct the deficiencies without penalty either during the next scheduled shift, or time mutually agreed upon. In the case that deficiencies are not corrected as required, the City will impose a deduction from the Contractor's following monthly invoice a fee to be determined by the City based on required performance, not to exceed \$500.00 per individual occurrence, per location.

Personnel:

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

a. Contractor's Staff

1. Require each of his/her employees to adhere to basic standards of working attire. These are to include uniforms with the Contractor's company name or insignia clearly visible, proper shoes and other gear required by State Safety Regulations, and proper wearing of clothing, which includes shirts shall be work at all times.
2. Employ sufficient personnel to perform all work as scheduled and approved by the City, including Contractor personnel transition periods.

b. Supervision

1. Ensure a minimum of one English-speaking employee working with each landscaping crew at any time
2. Provide such adequate supervision as to furnish ongoing supervision of workmanship and adherence to schedules by the staff performing the Work.

c. Typical Tasks

1. Contractor shall supply his/her staff with the necessary skills to perform duties in connection with Work contemplated under this Contract.

d. Knowledge and Abilities

1. All analyses and procedures shall be performed in a manner approved by the City and State Health Department, including suitable experience in the field to perform the required Work in a safe and thoughtful manner.

Equipment

The Contractor shall use and furnish all equipment necessary for the satisfactory performance of the Work set forth in this Contract. City may make available to Contractor selected equipment for the purpose of performing the Work. City may revoke ability to use said equipment at its discretion without notice and/or compensation to the Contractor,

a. Equipment

1. All equipment used by the Contractor shall be maintained in a clean appearance and in good operable condition. All equipment shall also be properly adjusted from an operational safety standpoint.

b. Vehicles

1. Contractor shall display the name of their firm on any/all vehicles used or otherwise by the Contractor's employees.

Emergency Service Contract Information and Response

Contractor shall provide the City at all times throughout the duration of this Contract emergency telephone numbers of at least two (2) qualified persons who can be called for emergency conditions at any time. An alternate emergency number shall be provide in case no answer is received at the first number. The emergency number shall be used to contact the Contractor representative who can take the necessary action required to alleviate an emergency condition.

The contractor is required to provide the City with a 24-hour emergency number for contact outside normal business hours. The response to an emergency call-out by the Contractor shall not be more than 30 minutes, deployment of appropriate resources to response with two (2) hours, and shall be considered part of the normal Contract except when delayed by problems caused by vehicles accidents or Acts of God.

Progress of Work

Time is of the essence on every aspect of the Work. Work shall proceed in an expeditious and orderly manner. The Contractor shall endeavor to avoid service interruptions to the extent feasible. Any exceptions shall be approved by the City.

Alterations

- a. The City reserves the right to increase, decrease, add, delete, and alter any item or portion of the Work as may be deemed necessary or advisable by the City. The City may make such alterations or deviations, additions to, or omissions from the Work, as may be determined during the progress of the Work to be necessary. Such alterations or deviations, additions or omissions shall in no way affect or make void the Agreement. Upon written order of the City, Contractor shall proceed with the Work as modified.
- b. In the event that a location is closed for repair, construction, emergency, or any other event(s) where Work cannot be performed, City will notify Contractor of such closure five (5) business days in advance.

IV. SUBMISSION REQUIREMENTS

Proposals and all other information and documents submitted in response to this RFP are subject to the California Public Records Act, which generally mandates the disclosure of documents in the possession of the City upon the request of any person, unless the content of the document falls within a specific exemption category.

Three (3) copies of the Services Proposal and one (1) copy of the Fee Proposal must be submitted containing the following elements:

- Proposers must submit three (3) bound copies of their proposal to the City for review.
- 8-1/2" x 11" sheet sizes should be used for the text, with 11" x 17" sheet sizes for any fold-out drawings.
- The proposal shall be limited to twenty-five (25) pages. Resumes for proposed personnel will not be counted towards the page limit.
- Proposals should be as concise as possible and specific to this project.

LETTER OF TRANSMITTAL

A Letter of Transmittal shall be addressed to Cesar Rangel, Director of Public Works/City Engineer, and, at a minimum, must contain the following information:

- Identification of the proposing Contractor who will have contractual responsibility with the City. Identification shall include the legal name of the company, corporate address, telephone number, and email address of the contact person identified during the period of proposal evaluation.
- A statement representing that the Contractor has thoroughly examined and become familiar with the work required in this RFP and is capable of performing quality work to achieve the objectives of the City.
- Acknowledgement of receipt of all addenda, if any.
- A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.
- Signature of the official authorized to bind Contractor to the terms of the proposal.

- Signed statement attesting that all information submitted with the proposal is true and correct.

WRITTEN PROPOSAL

The Proposal shall consist of the following sections:

1. **Letter of Transmittal.** Contents of the Letter of Transmittal listed above.
2. **Firm Structure and History.** Including the firm's experience managing projects similar in magnitude and scope, key personnel and structure (organization chart), credentials, background, and ownership of the firm. Include the firm's previous experience with providing citywide landscaping maintenance services.
3. **Key personnel.** List qualifications of personnel with resumes and a breakdown of responsibilities. The Firm's project manager, who will be responsible for planning, coordinating, and conducting the majority of the work, must be identified and committed to the project. The City must approve changes to key personnel committed to work on the project subsequent to award of contract. Resumes must be submitted for key personnel who will be assigned to this project. Also, a dispatch / emergency contact information must be included.
4. A narrative briefly describing the proposed approach using general descriptions for the activities.
5. A list of proposed sub-consultants, sub-contractors, suppliers, and manufacturers, including their qualifications pertinent to this project.
6. A client reference list from previous projects of similar scope and magnitude. List should include key personnel-contacts and their position with the agency. Include up to three (3) references.
7. Evidence of compliance with City insurance requirements.
8. **Exceptions and Deviations.** Contractor shall state any exceptions or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where the Contractor wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these shall be thoroughly explained. If no contractual exceptions are noted, Contractor will be deemed to have no objection to the contract requirements as set forth in **EXHIBIT F**, "Sample Professional Services Agreement."

9. **Proposal Acknowledgement Form.** Contractor shall complete and submit **EXHIBIT E**, "Proposal Acknowledgement Form." Failure to submit this signed form will result in the disqualification of the Consultant's proposal.

SEPARATE FEE PROPOSAL

Contractor fee schedule included with the submittal but in a **separate sealed envelope**. The proposal shall include:

- a. Bid Schedule (**EXHIBIT D**) submitted in a separate, sealed envelope.
- b. A table indicating the anticipated staff-hours dedicated to perform each of the tasks to complete the project.

Additional information can be found under Section X, "Payment to Contractor," below.

V. SELECTION CRITERIA

Submitted proposals will be evaluated based on the following factors, but may not be limited to just these factors:

Criteria	Approximate Weight
Experience Performing Similar Work	40%
Insight into Landscape Maintenance and Items Recommended for Inclusion	30%
Ability to Respond to Emergencies	15%
Fee Proposal	10%
Exceptions and deviations from the City's standard Professional Services Agreement.	5%

VI. SELECTION PROCESS

Selection of the Contractor will be made in accordance with the provision of Chapter 10 of the California Government Code, Sections 4526 and 4529.5, stating that the selection of professional services is made based on competence and qualifications without regard to fee. The fee will be opened and evaluated after selection of the Contractor is complete.

The City will review the fee proposal and negotiate a service fee with the best qualified contractor. In the event the City cannot negotiate a fee with the best

qualified contractor, the City will negotiate a fee with the second ranked contractor, and so on until an agreement is reached.

Each RFP will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP will be cause for rejection of the proposal. The City may reject any proposal if it is conditional, incomplete, or contains irregularities. The City may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Contractor from compliance with the contract requirements if the Contractor is awarded the contract.

The successful Contractor to whom work is awarded shall, within ten (10) days after being notified, enter into a contract with the City for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract. Failure of the successful bidder to execute the contract within the ten (10)-day window shall be just cause for the City to contract with the next responsible Contractor.

VII. SUBMISSION DEADLINE

In order to be considered, the Contractor must submit three (3) copies of the Service Proposal, and one (1) copy of the Fee Proposal in a separate, sealed envelope to the following office:

City of Stanton – City Hall
Department of Public Works & Engineering Counter
7800 Katella Avenue
Stanton, CA 90680-3162
Attention: Scott Jensen

The proposal outer envelope shall be labeled:

CITYWIDE LANDSCAPE MAINTENANCE SERVICES

The proposal must be received at the office listed above no later than the date and time listed on the cover.

There is no expressed or implied obligation for the City to reimburse firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California

Public Records Act (Government Code Sec. 6250 et seq.). Any language purporting to render the entire proposal confidential or proprietary will be ineffective and disregarded.

The City reserves the right to retain all proposals submitted, and to use any idea in a proposal, regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected firm.

All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement, shall be vested in the City.

VIII. REQUESTS FOR ADDITIONAL INFORMATION

All questions and/or inquiries regarding this RFP shall be directed to:

Scott Jensen
Public Works Manager, Department of Public Works
City of Stanton
7800 Katella Avenue
Stanton, CA 90680-3162
(714) 890-4289
Email: sjensen@StantonCA.gov

All questions and/or inquiries shall be submitted by **April 18, 2024** at **4:00 a.m.** If the City chooses to respond to such inquiries, written responses will be made available by **April 22, 2024**.

Contractors are responsible to verify receipt of any addenda issued. We are aware some of our e-mails go to “junk”. If you do not receive any addenda by April 22, 2024, please verify any addenda was issued by contacting Scott Jensen by e-mail or telephone. Confirmation of receipt of all addenda is part of the Proposal Acknowledgement Form (**EXHIBIT E**).

IX. TAXES AND LICENSES

All taxes and licenses, including, but not limited to, a Stanton City Business License, required for this work shall be obtained at the sole expense of the Contractor.

X. PAYMENT TO CONTRACTOR

The Contractor will be paid monthly for satisfactory work performed under this contract.

On or about the first of each month, the Contractor shall submit a detailed invoice and all reports required in the Agreement for work performed in the prior month.

1. This invoice shall be in accordance with the contract price and shall become the basis for payment.
2. This invoice shall be subject to review and approval by the City.
3. All submitted invoices will be paid within 30 days of approval by the City.
4. Any charges in the invoice not approved by Public Works Manager shall not be paid by the City.

XI. INSURANCE

- A. The Contractor shall have Commercial General Liability insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.
- B. The Contractor shall have Automobile Insurance for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- C. The selected firm shall furnish the City a certificate evidencing Workmen's Compensation Insurance with limits of no less than \$1,000,000 per accident and Comprehensive Professional Liability with limits no less than \$2,000,000 per occurrence. The City shall be named as the Additional Insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.

D. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

“Solely as respect to services done by or on behalf of the named insured for the City of Stanton, it is agreed that the City of Stanton, the Successor Agency of the City of Stanton, its officers, employees, and agents are all included as additional insured under this general liability policy, and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Stanton, its officers and employees, and its agents, under any third-party liability policy.”

E. It is the Contractor’s responsibility to ensure that all sub-contractor’s comply with the following:

Each sub-contractor that encroaches within the City’s right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City. Examples of such sub-contractor work include soil sample borings, utility potholing, etc.

XII. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the “Professional Services Agreement” for the “convenience of the City” at any time by giving ten (10) days written notice to the Contractor of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes, and other materials produced and procured by the Contractor under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Contractor within ten (10) working days from the date of such termination. The City will reimburse the Contractor for all acceptable work performed as set forth in the executed Agreement.

XIII. INDEPENDENT CONTRACTOR

The Contractor’s relationship to the City in the performance of the Contractor’s services for this project is that of an independent contractor. The personnel performing said services shall at all times be under the Contractor’s exclusive direction and control and shall be employees of the Contractor, not employees of the City. The Contractor shall pay all wages, salaries, and other amounts due

its employees in connection with the performance of said work, and shall be responsible for all employee reports and obligations, including, but not limited to, Social Security, income tax withholding, unemployment compensation, and Workers' Compensation.

XIV. CONTRACT

The Contract includes the Professional Services Agreement, the City's RFP, the Contractor's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that contractors be considered as potential filers of Statements of Economic Interest. Contractors, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within thirty (30) days of signing a Contractor Agreement with the City, on an annual basis thereafter while the contract remains in effect, and within thirty (30) days of completion of the contract.

XV. GENERAL CONDITIONS

Pre-contractual expenses are defined as expenses incurred by the Contractor in: (1) preparing the proposal; (2) submitting the proposal to the City; (3) negotiating with the City on any matter related to the proposal; and (4) any other expenses incurred by the Contractor prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractor. Services shall not commence until the Professional Services Agreement has been executed by the City.

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Contractor responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s). Any contract awarded for these Contractor engagements will be made to the Contractor who, in the opinion of the City, is best qualified.

XVI. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et.

seq. These labor categories when employed for any work on or in the execution of a “Public Works” project require payment of prevailing wages including but not limited to, testing, potholing and non-design work.

EXHIBIT A

CONTRACT SCOPE OF SERVICES

A mandatory pre-proposal conference is scheduled for 10:00 a.m., Thursday, April 11, 2024 at the Stanton City Yard, 8100 Pacific Street, Stanton, CA 90680. All prospective bidders must attend. At this time the City will respond to all questions and address clarifications relative to the RFP process.

Per Assembly Bill No. 1346, the Contractor is responsible for upholding all requirements and regulations as stated by the State of California. Cost shall be absorbed within other tasks.

The work shall include furnishing all labor and equipment necessary to maintain City parks, medians, parkways, and City facilities. Duties include, but are not limited to, trash collection, cleaning of city property and facilities, maintaining turf, hardscape surfaces, ground cover, shrubs, vines, and trees, maintaining and repairing irrigation systems, maintenance of drainage facilities, gopher control and providing weed and pest control regardless of weather conditions.

SCHEDULING OF WORK

The Contractor shall provide the Public Works Manager a weekly schedule submitted the Thursday before the week of the scheduled work. The schedule must identify landscape areas and facilities to be maintained that week and the specific tasks to be completed. Schedule must follow the maintenance activity schedules outlined within this contract scope of work.

General Maintenance

Unit price for Bid Price General Maintenance shall be inclusive of the following task:

1. Removal of any dead plant material upon sight by the contractor including weeds.
2. Removal of fallen plant material such as hanging or fallen tree limbs, leaves, branches, and tree bark upon sight by the contractor.

3. All green waste material shall be disposed of by the Contractor directly to CR&R dump site.
4. The contractor shall replace mulch upon City request.
5. All traffic control requirements (traffic control plan(s), equipment, material, and labor) are the responsibility of the Contractor. All traffic control shall be in accordance with the latest APWA Work Area Traffic Control Handbook (WATCH), Caltrans and City regulations and based on the speed limits posted in the work zones. Flagmen may be required in some locations. The Contractor shall apply for all traffic control permits and pay all fees and permits for said permits for work outside the City's jurisdiction. Safe and adequate pedestrian and vehicular access shall be provided in accordance with Section 7-10 of the Standard Specifications for Public Works Construction, latest Edition. Traffic Control on Beach Blvd. shall be approved by Caltrans prior to the work commencing.

Failure to comply with the scope of work related to General Maintenance shall result in a performance deduction in the amount of \$500 per incident per day. Payment for general maintenance shall be for actual quantities completed for each maintenance area. Contractor billing for this activity shall detail the specific work done during that billing period. Payment shall be made based on the unit bid price and actual quantities completed.

Playground Maintenance

Unit price for Bid Price Playground Maintenance shall be inclusive of the following task:

General Maintenance

1. Clean, rake and level playground wood chips weekly.
2. Clean, rake and level play sand weekly.
3. Removal of leaf litter or other debris from sports courts and spider webs from play equipment.

General Property Maintenance

1. All repairs to damaged City property shall be completed within forty-eight (48) hours after damage is reported or noticed, by contractor's staff or by City.

2. Every instance of damage shall be reported to the Public Works Manager.
3. All sidewalks adjacent to City-maintained parkways shall be swept, blown or cleaned daily, if necessary, to remove any glass or debris. In addition, all sidewalk areas shall be thoroughly cleaned every week on the day the area is maintained.
4. All areas abutting maintained areas shall be cleaned when dirtied by Contractor's operations and at other times as required.
5. All leaves, paper, and debris shall be removed from landscaped areas and disposed of off-site daily.
6. At no time will Contractor be allowed to blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean. Debris generated from adjacent maintained landscape areas shall be the responsibility of the Contractor to remove, (i.e., sidewalks, streets, gutters).

Failure to comply with the scope of work related to Playground Maintenance shall result in a performance deduction in the amount of \$500 per incident per day. Payment for general maintenance shall be for actual quantities completed for each maintenance area. Contractor billing for this activity shall detail the specific days trash was collected during that billing period. Payment shall be made based on the unit bid price and actual quantities completed.

Weed Control

Unit price for Bid Price Weed Control shall be inclusive of the following tasks:

1. All weeds shall be removed upon sight, on a daily basis. Planters, non-concrete walkways, i.e.: decomposed granite, natural soil and asphalt, sidewalk expansion joints, planting beds, shall be kept free of grass and weeds at all times.
2. Turf grass shall be weed free at all times • Common weeds shall be 100% controlled due to its fast growth and invasiveness.
3. When requested by the Public Works Manager, the Contractor shall spray weeds with herbicide for weed control at no additional cost to the City if control is not maintained as specified in this section. Preventive weed control is the responsibility of the Contractor. Any pre-emergent herbicide used will be considered a weed management tool and the cost will not be

reimbursed by the City.

4. Monthly, the Contractor shall complete and furnish copies of an herbicide application log including amount to the City.
5. The Contractor shall submit a report naming the herbicide proposed for use, where and how it is to be applied, and a copy of the product label and any applicable M.S.D.S. (material safety data sheets) sheets to the City before use begins.
6. The Contractor shall be responsible for the results of application of all herbicides and chemicals. Plants killed or severely damaged by the use of herbicides shall be replaced at no cost to the City, with the nearest size nursery stock available to the size of the dead or severely damaged plant. The soil in the area of the affected plant(s) and planting pit shall be treated with activated charcoal and other soil amendments that may be required to enhance the potential survival and growth of the existing or replacement plants. The treatment and materials must be approved by the City and shall be furnished at no cost to the City. All replacements must be made within fifteen days upon discovery by the Contractor and/or the City.
7. 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 Public Landscape. No dyes shall be used when applying liquid weed control to paved surfaces.
8. Weed Control of Landscaped Areas:
 - A. The contractor is required to always maintain all landscaped areas in a weed-free condition with no exceptions, and a regular program of chemical application shall be used to prevent, or control weed growth, supplemented by hand removal of noxious weeds or grasses as necessary. Weeds allowed to grow taller than two inches will be removed by hand and not sprayed. Any "non-target" or "desirable" plant material un-intentionally sprayed or removed during manual weeding shall be replaced at contractor's expense.
 1. A contact herbicide shall be employed to control broadleaf weeds as required to maintain turf grass in a completely "weed free" condition without injury to turf.
 - a. Weeds not eradicated with herbicides shall be removed manually. However, manual weed control shall not be substituted

for herbicide applications.

2. In addition, turf grass areas shall be treated as follows:

- a. Between January 15 and February 15, a pre-emergent crabgrass control shall be applied to all turf areas.
- b. Twice per year, in December and June, a broad-spectrum fungicide (such as Actizone RZ, or a fungicide approved by the City) shall be applied at the manufacturer's recommended coverage rate.

B. All restricted chemicals to be used to control weeds shall be approved by the Maintenance Services Supervisor prior to use. A written recommendation of the proposed restricted chemicals to be used, prepared by a licensed California Pest Control Advisor accompanied by a Notice of Intent to apply restricted/non-restricted materials form prepared by a licensed Pest Control Operator shall be submitted to the Maintenance Services Supervisor a minimum of 14 days prior to intended use. Additionally, Contractor shall notify the Orange County Department of Agriculture a minimum of 48 hours prior to intended use. No work shall begin until the Public Works Manager written approval is obtained.

1. Written recommendation shall include the following information:

- a. Owner or operator of the property to be treated.
- b. Location of property to be treated.
- c. Commodity, crop, or site to be treated
- d. Total acreage or units to be treated.
- e. Identification of weed(s) or pest(s) to be controlled by recognized common name.
- f. Name of each herbicide or device recommended or description of method recommended.
- g. Dosage rate per acre or other units.
- h. Warning of the possibility of damages by the application from hazards that are known to exist; and
- i. Signature and address of the person making the

recommendation, the date, and the name of the employer.

2. Chemicals shall be applied only by persons possessing a valid California Pest Control Operators License in the appropriate category. Application shall be in accordance with all governing regulations. Records of all written recommendations and operations stating dates, times, methods of application, approved Notice of Intent to apply restricted/non-restricted materials, weather conditions at the time of application, and applicator's name shall be made and retained in an active file for a minimum of 1 year. The Public Works Manager shall have access to those files as required. After this period, they shall be retained in accordance with Orange County Department of Agriculture Regulations.
3. Contractor shall calibrate all chemical application equipment prior to each use to ensure chemicals are applied at the rate specified in the written recommendation.
4. All rubber hoses shall be made of neoprene rubber or equivalent material; shall be free of cracks; shall not be weathered, worn, or rotted; and shall be equipped with quick connectors or fittings which shall provide a watertight connection to prevent any leakage of chemicals from the point of connection to spray equipment.
5. All pressurized spray equipment, when in use, shall be kept in a state of good repair, safe to operate and shall be equipped with appropriate pressure relief valves. All spray nozzles shall be free of any foreign particles to allow proper control of rate, uniformity, thoroughness, and safety of application.
6. All chemical spraying operations shall be performed under acceptable climatic conditions to be determined by the Maintenance Services Supervisor in such a manner to limit drift to twelve (12) inches. All precautionary measures necessary shall be employed to ensure public safety since all areas will be open

to public access during application.

7. All equipment used to perform chemical application shall be thoroughly cleaned when necessary to prevent injury to persons, plants, or animals from residue of materials previously used in the equipment. Equipment shall be cleaned in accordance with the procedure recommended on the label.
- C. Non-restricted chemicals shall be used whenever possible to perform weed control in turf and landscape areas.
- D. The Contractor shall not be allowed to use the restricted chemicals 2,4-D and Dicamba without submitting a written recommendation by a California Pest Control Advisor.
1. Prior to application, Pest Control Operator shall read product label, identify weed pests in area to be sprayed, and identify environmental hazards such as waterways, eating and food preparation areas, sensitive ornamentals, production agricultural sites and take all precautionary measures necessary to prevent contamination of these areas
 2. Equipment used to apply 2,4-D and Dicamba shall consist of waterproof gloves, waterproof boots, respirator, coveralls, goggles, accurate measuring device, and spray equipment. To minimize drift, a spray thickener may be required.
 3. Operator shall not apply 2,4-D or Dicamba during excessively hot, dry, or windy periods. Irrigation systems shall not be operated for a minimum of 24 hours after chemicals have been applied. Operator shall spray all target plants to wet. Chemicals shall be applied within the drip line of any ornamental shrub. Large mature weeds should not be sprayed.
 4. Upon completion of 2,4-D or Dicamba chemical spray application, the area treated should not be re-entered until the spray has dried. Contractor shall be responsible for any on-site signage, posting as well as monitoring access during the chemical drying period.

Failure to comply with the scope of work for weed control shall result in a performance deduction of \$500 per day per incident. Payment for weed control shall be for actual quantities completed for each maintenance area. Contractor billing for this activity shall detail the specific days weed control was conducted during that billing period. Payment shall be made based on the unit bid price and actual quantities completed.

Turf Grass Maintenance

Unit price for Bid Price Turf Grass Maintenance shall be inclusive of the following tasks:

Mowing

1. Mowing shall be performed on the same day each week. Initial weekly schedule must be submitted, and any changes must be approved by the Public Works Manager prior to implementation.
2. All mowing missed due to inclement weather or ground conditions from such weather shall be rescheduled and completed within three working days. If adverse weather or ground conditions persist, the Public Works Manager may change annual schedule.
3. Cutting heights shall be adjusted to the type of grass in accordance with the following: Bluegrass and Fescue (June through September) 3 inches (September thorough May) 2 inches St. Augustine (Year-Round) 2 inches Bermuda (Year-Round) 1 inch.
4. All warm season grasses, including Bermuda, Kikuyu and St. Augustine, shall be mowed with a power-driven 7-blade reel type mower. Bluegrass and Fescue may be mowed with either power-driven reel type or rotary type mowers. All equipment shall be adjusted to the proper cutting heights. The mowers shall be maintained and sharpened to provide a smooth even cut without tearing of the leaf blade. The reel or blade adjustment shall provide a uniform, level cut without ridges or depressions.
5. When conducting "rotary type" mowing activities in City Parks a mulching deck rotary mower shall be utilized. Contractor shall take special care to completely mulch all grass clippings so as not to leave corn rows or piles of clippings behind. If clippings cannot be completely mulched, then they will

need to be removed the same day they are cut.

6. All trash and paper products shall be removed before mowing begins and will not be run over by mowing equipment. All grass, leaves, and other debris shall be removed and disposed of off-site, in a lawful manner, at the completion of mowing.
7. All portable obstructions, such as picnic tables and trash containers shall be moved in order to mow all portions of turf.
8. All walkways, roadways, trails, or other areas dirtied by mowing operations shall be cleaned and all debris disposed of off-site prior to the completion of that day's mowing operations or the end of the day, whichever occurs first.
9. Irrigation: A regular, deep watering program shall be accomplished to give the best results. The established turf should not be allowed to dry beyond 50% of the soil water holding capacity between watering. At a minimum, omit irrigation the night prior to turf mowing. Contractor shall not irrigate Friday night, Saturday morning, Saturday night or Sunday morning unless absolutely necessary. Contractor shall obtain approval from the Public Works Manager before any weekend watering occurs.
10. Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located within the turf areas such as irrigation heads, irrigation valve boxes, quick couplers/boxes, electrical boxes, or fixtures. Do not mow areas that are wet or saturated. Alternate mowing patterns whenever possible to prevent wheel ruts. If ruts are made, or damages incurred, Contractor will immediately schedule repairs at his/its expense.

Renovation, Aeration, and Dethatching:

1. All turf areas shall be aerated twice per year once between February 15 and March 15, and once between October 15 and November 15 to reduce compaction/ stress conditions, which will offer greater water penetration and reduce runoff. In those areas, when soil condition is poor, top-dress may be required by the Public Works Manager.
2. Aeration shall be accomplished by removing 3/4" diameter by three-inch deep cores at a maximum spacing of six inches by use of a mechanical aeration machine. Contractor shall aerate entire area first in one direction

(east to west), then repeat the operation in the opposing direction (north to south). All cores shall be removed from the turf and disposed of off-site the same day. Contractor shall be responsible for the marking of all irrigation heads, valve boxes, quick coupling boxes, electrical boxes and any other in ground equipment that could be damaged by the Aerator tines. Should any of the above equipment get damaged during the aeration process contractor shall be responsible for immediate replacement and repairs at contractor's expense.

3. All turf areas shall be dethatched once per year between September 15th and October 15th, or as directed by the Public Works Manager.
 - A. Dethatching shall be accomplished by use of "vertical cut type" dethatch machine. The vertical cutting machine shall be set at a depth to penetrate the soil $\frac{1}{4}$ inch.
 - B. All thatch and debris shall be picked up and disposed of off-site prior to the end of the workday. After clean-up, mow turf at regular cutting height.
 - C. All walkways, roadways, trails, landscaped areas, or other areas soiled by dethatching operations shall be cleaned and all debris disposed of off-site prior to the completion of this operation or the end of the day, whichever occurs first.

Refurbishment of Turf grass

Turf areas which have thinned out due to the shading effect of trees and structures, and by foot traffic will be reseeded with an approved grass seed to restore thinning areas. Contractor shall re-sod 20,000 square feet of turf grass area complete in place on an annual basis at no additional cost to the city. The City shall determine the locations and quantities for re-sodding efforts.

Winter Overseeding of All Turf Areas

1. Upon the completion of dethatching all grass areas in the fall, winter over seeding of all turf areas will be required. All Bermuda grasses will be lowered in two continuous stages by mowing with mowers that have sharp, properly adjusted cutting units. This process will be done until grass height is at $\frac{1}{2}$ ". After the Bermuda grass is lowered, the entire area will be

- vacuumed. Contractor shall sow perennial rye grass at the rate of 10 lbs per 1000 square feet or as approved by the Public Works Manager.
2. Turf grass areas that have multi type grasses (i.e.: Kikuyu Grass, Fescue Grass, Bermuda Grass, Blue Grass, etc.) will be over seeded using the "Imperial Blend" grass seed or an approved equal.
 3. Fertilize all grass areas to be over seeded. Broadcast 6-20-20 fertilizer at the rate of 6 lbs per 1000 square feet or approved equal. Apply fertilizers by constant flow P.T.O. driven rotary spreaders when applicable or walk behind cyclone spreaders in smaller areas.
 4. Immediately after dethatching operations with a verticutter, the area will be aerated. These two processes will be followed by motor driven vacuum to remove all grass clippings and thatch. Perform reseeding operations when soil is dry and when winds do not exceed 5 miles per hour velocity. Apply seed with a rotary or drop type spreader. Install seed evenly by sowing equal quantities in two directions, at right angles to each other.
 5. Cultivate bare areas and aerate compacted areas thoroughly. Where substantial, but thin turf remains, rake, aerate if compacted, and cultivate soil.
 6. Remove diseased or unsatisfactory turf areas; do not bury into soil. Remove topsoil containing foreign materials, i.e., gas/oil drippings, stones, gravel, debris, etc.
 7. Topdressing, when applicable, shall be applied with materials and methods approved by Public Works Manager.
 8. Maintain over seeded turf areas until successful seed germination and complete establishment of turf has taken place. Over seeded areas will be maintained until inspection and acceptance by the Public Works Manager.
 9. After preparation and over seeding have been completed, the area will be watered. Watering will be three (3) to four (4) times each day, or as necessary in combination with appropriate run time sufficient to maintain even moisture at a dept of 1/2" during daylight hours.
 10. When the perennial rye grass approaches a height of 2" to 2½", the first mowing will be done. The grass clippings will be checked for root pulling on the first pass or two. If this happens, the Contractor will readjust his/her mowers and check the blades for sharpness. Contractor may use rotary mowers on over seeded turf.
 11. The rye grass over seeding will be completely established by November 1.
 12. After first mowing, and subsequently thereafter, fertilize with 1 lb N/1000 SF

through the winter fertilization period.

Summer Overseeding of all Turf Areas

1. All bare, worn, or sparse areas in the turf shall be reseeded to reestablish turf to an acceptable condition annually beginning in June or as required to maintain adequate appearance, as determined by the Public Works Manager
2. Reseeding shall be performed in accordance with the following criteria:
 - A. All areas to be reseeded shall be raked or verticality cut to remove all thatch and to provide a rough (scarified) seedbed suitable for seeding.
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 - B. Areas to be reseeded shall be fertilized to provide 1½ pounds of nitrogen per 1,000 square feet. Chemical formulation of fertilizer to be used shall be 10-10-10 unless otherwise specified by the Public Works Manager.
 - C. Grass seed shall be applied at the rate specified on the label for the type of seed being used for reseeded. Seed quality shall meet the following criteria:
 - I. Minimum purity shall be 98% weed free for all grasses.
 - II. Minimum germination rate shall be 85% for all grasses.
 - III. No seeds shall be applied without prior verification of seed quality by the Public Works Manager.
 - IV. All seeding equipment shall be calibrated to deliver the desired seeding rate for the specific species or seed mixture to be used prior to each reseeded operation.
 - V. Once seed has been applied, Contractor shall cover all seed and firm the soil with a water ballast roller either empty or partially filled depending upon soil conditions. Seed shall be lightly covered with topsoil to prevent erosion and reduce evaporation of soil moisture.

Edging

1. All turf grass borders shall be neatly and uniformly edged or trimmed on the same schedule as the mowing operations, unless otherwise specified by the Public Works Manager. All edging should be completed with a fix blade edger. String trimmers or weedwhackers shall be permitted for edging only on emergency basis
2. Mechanical methods shall be used except where physically impossible, impractical, or around trees. Turf growth around all trees shall be controlled by chemical application, not to exceed a 12" distance from the trunk.
3. Chemical application shall also be used on areas such as along concrete, asphalt, and decomposed granite trails/paths, around sports field equipment, fence lines, etc., but not on the fields areas.
 - A. Prior to application of chemicals, all areas shall be trimmed to the proper mow heights.
 - B. Contractor shall use only non-restricted chemicals to perform chemical edging. Chemicals shall be approved by the City representative prior to use. A Notice of Intent to apply non-restricted/restricted materials form shall be completed and submitted to the City a minimum of fourteen (14) days prior to intended use..
 - C. Chemicals shall be applied only by persons processing a valid California Pest Control Operators License or Qualified Applicators Certificate. Records of all chemical application operations, authorizations stating dates times, methods of application, chemical formulations, weather conditions at the time of application, and applicators name shall be made and retained in an active file for a minimum of one (1) year. After this period, records shall be retained in accordance with Orange County Department of Agriculture Regulations.
 - D. Chemical edging shall be restricted to a four (4) inch wide strip around buildings, planters, concrete, decomposed granite, and asphalt trails/paths, and other projections, a twelve (12) inch radius around tree trunks, and an eight (8) inch wide strip around sports field equipment and fence lines. e. Chemical edging shall be performed a minimum of once every 60 days.

4. All walkways, roadways, trails/paths, or other areas dirtied by edging operations shall be cleaned and all debris disposed of off-site prior to the completion of that days edging operations or by the end of the day, whichever occurs first.

Failure to comply with the scope of work for turf grass maintenance shall result in a performance deduction of \$500 per day per incident. Payment for turf maintenance shall be for the actual quantities completed for each maintenance area. Contractor billing for this activity shall detail the specific days turf grass maintenance was conducted during that billing cycle or period. Payment shall be based on the unit bid price and actual quantities completed.

Landscape Maintenance

Unit price for Bid Price Landscape Maintenance shall be inclusive of the following tasks:

Shrubs

1. All shrubs and hedges shall be pruned in such a manner that they present a pleasing and natural appearance and do not obstruct the vision from building windows or the vision of vehicle drivers.
2. All shrubs, hedges, and ground vegetation shall be maintained so the vegetation does not overgrow its designated growth perimeter. Along all walks, overgrowth shall not be over four inches.
3. Whenever shrubs die as a result of vandalism, or acts of God, the Contractor shall call the Public Works Manager to confirm the vegetation is dead, request authorization for replanting, replant it and submit an invoice with the monthly statement for additional labor and applicable materials. The City reserves the right to furnish the required shrubs. The City will use the quoted extra labor charges and unit prices submitted with the proposal for reimbursement. Should shrubs expire due to contractor's negligence, all replacement charges shall be at contractor's expense. All damaged, diseased (untreatable) or dead shrubs shall be replaced with the same exact species and size of the existing plant material at no cost to the City.
4. Contractor shall remove any spent blossoms or dead flower stalks as

- required to present a neat and clean appearance. Sometimes the plant's flower stalks are many in number or part of the plant's character (i.e., Dietes). Coordinate with the City on a plant-by-plant species basis.
5. Shrub mounding shall not exceed eighteen inches in height within areas required for vehicular line-ofsight distance depending upon roadway topography. (Public Works Manager is to be informed by Contractor if the plant material will continually be a problem.)
 6. Formally sheared shrub hedges shall be continually maintained in their formal design by shearing and trimming. These shall be specifically designated by the City and shall not infer that any other shrub shall be sheared or trimmed.
 7. Shrubs designed to be grown full size shall not be sheared or trimmed. Selective pruning may be necessary to remove dead, diseased, or intertwining material. Shrubs sheared or trimmed, when they are not designed to be so, shall be replaced at Contractor's expense in a size designated by the Public Works Manager.
 8. All shrubs shall be pruned to prevent encroachment onto private property.
 9. Pruning Procedures:
 - A. All cuts shall be made sufficiently close to the parent stem so that healing can readily start under normal conditions.
 - B. All limbs one inch or greater in diameter shall be "under cut" to prevent splitting and tearing.
 - C. All equipment utilized shall be clean, sharp, and expressly designed for shrub pruning.
 - D. Avoid pruning plants when seasonal bloom is present (i.e., Indian Hawthorne).
 10. All trimmings and debris shall be removed and disposed of off-site at the end of each day's work.
 11. Existing shrubs shall be replaced by the Contractor if it is determined by the Public Works Manager that they died due to Contractor's neglect. Replacement shrubs shall be of like kind and size.

Vines

1. Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.
2. Nails shall not be used to secure vines on masonry walls.
3. Contractor shall deep water vines in pockets without sprinklers and where required to promote optimum growth.
4. Pruning of vines will be in accordance with good horticultural practices.
5. Whenever vines die as a result of vandalism, or acts of God, the Contractor shall call the Public Works Manager to confirm the vegetation is dead, request authorization for replanting, replant it and submit an invoice with the monthly statement for additional labor and applicable materials. The City reserves the right to furnish the required vines. The City will use the quoted extra labor charges and unit prices submitted with the proposal for reimbursement. Should vines expire due to contractor's negligence, all replacement charges shall be at contractor's expense. All damaged, diseased (untreatable) or dead vines shall be replaced with the same exact species and size of the existing plant material at no cost to the City.

Ground Cover

1. Contractor shall trim ground cover adjacent to walks, walls, and/or fences as required for general containment to present a neat, clean appearance at four inches maximum from vertical surfaces and six (6) inches back from walk/trail edges, and curbs.
2. Contractor shall prevent soil compaction by regularly cultivating bare spots in all ground cover areas on a monthly basis.
3. Any paper or litter that accumulates in ground cover areas shall be picked up daily.
4. Contractor shall keep ground cover trimmed back four inches from all controller units, valve boxes, quick couplers, structures or walls, and private property. Ground covers shall not be allowed to grow up trees, into shrubs, or mix in with vines on walls. Ground cover shall be kept six (6) inches from all other plants.
5. All planter areas and tree wells located in the city parks shall be mulched to a depth of 3 inches once per year, along with a per-emergent application

- at no extra cost to the City.
6. Ground cover areas shall be maintained in a manner which will promote the healthy growth of the plant material in a primarily natural state while removing weed infestations.
 7. The un-mowed fescue areas may be "mowed" only as often as necessary to control weeds and to maintain the 24-inch maximum height with approval of the Public Works Manager. In the fall, the seed heads shall be allowed to remain in order to reseed the area and then removed before they change color.
 8. Whenever groundcover dies as a result of vandalism, or acts of God, the Contractor shall call the Public Works Manager to confirm the vegetation is dead, request authorization for replanting, replant it and submit an invoice with the monthly statement for additional labor and applicable materials. The City reserves the right to furnish the required groundcover. The City will use the quoted extra labor charges and unit prices submitted with the proposal for reimbursement. Should groundcover expire due to contractor's negligence, all replacement charges shall be at contractor's expense. All damaged, diseased (untreatable) or dead vines shall be replaced with the same exact species and size of the existing plant material at no extra cost to the City.
 9. All medians, parkways and shrub beds and tree wells located in City parks shall be mulched once per year by February 1 each year at no additional cost to the City. The mulch application must follow a preemergent treatment.

Traffic Control

All traffic control requirements (traffic control plan(s), equipment, material, and labor) are the responsibility of the Contractor. All traffic control shall be in accordance with the latest APWA Work Area Traffic' Control Handbook (WATCH), Caltrans Standards and City regulations and based on the speed limits posted in the work zones. Flagmen may be required in some locations. Contractor shall apply for all traffic control permits and pay all fees and permits for said permits for work outside the City's jurisdiction. Safe and adequate pedestrian and vehicular access shall be provided in accordance with Section 7-10 of the Standard Specifications for Public Works Construction, latest Edition. Traffic Control on Beach Blvd. shall be approved by Caltrans prior to the work

commencing.

Failure to comply with the scope of work for landscape maintenance shall result in a performance deduction of \$500 per day per incident. Payment for landscape maintenance shall be for actual quantities completed for each maintenance area. Contractor billing for this activity shall detail the specific days landscape maintenance was conducted during that billing period. Payment shall be made based on the unit bid price and actual quantities completed.

Maintenance of Drainage Facilities

The Contractor shall be responsible for continual inspection of surface drains (i.e., bench drains, flow structures, v-ditches), located within each park and landscaped areas on a monthly basis. Surface drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Remove any debris or vegetation which accumulates and prevents proper flow of water. All drain sumps or catch basins and drain lines shall be cleared twice per year. All other drainage facilities shall be cleaned of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to Public Works Manager.

Fertilization

Fertilization will be applied in accordance with FERTILIZER SCHEDULE, or as otherwise directed by the Public Works Manager. All applications shall be recorded and specifically identified on the weekly schedule, indicating the fertilizer used, frequency applied, and the landscape material applied to (i.e., turf, trees, shrubs, ground cover, etc.).

General - Fertilization

Fertilizers shall be inorganic, dry, pelletized formulation. Application shall be in accordance with manufacturer specifications.

Method of Application

In making application of fertilizer granules, precautions shall be taken to contain these materials in the planting areas. Caution should be used when using a cyclone spreader which tends to throw material onto paved areas. The use of constant flow power take-off (PTO) driven spreaders will keep materials contained in planting areas, eliminating sidewalk stains. The Contractor will be responsible for removing all fertilizer stains from concrete caused by his application. Fertilizer shall be applied at manufacturer's recommended rate. Any fertilizer that is applied to non-target areas such as a roadway, sidewalk, parking lot, etc., will be removed immediately by contractor. Absolutely no fertilizer is allowed to enter the storm drain system. Contractor shall choose which methods of removal will work best. (i.e.: sweeping or gas-powered blower, etc.)

Timing of Application

When climatic factors cause problems of the general use of fertilizers, an adjustment of the fertilizer schedule may be necessary. After fertilizer application, monitor watering schedule to eliminate runoff or leaching of fertilizer materials. Trees and Shrubs Fertilizers, pre-approved by Public Works Manager, shall be applied to trees and shrubs that require supplemental feeding. Annual spring feeding shall be done in accordance with the rate indicated by the manufacturer. Fertilization may require deep root feeding or foliar applications to correct iron chlorosis and other micro-nutrient deficiencies.

Landscaped Areas

All landscaped areas shall be fertilized in accordance with the following criteria:

1. All proposed chemical formulations shall be submitted to the Public Works Manager for approval prior to use.
2. All fertilization schedules shall commence with the effective date of the contract then follow the cycles established in the annual schedule.
3. Ground cover areas shall be free of moisture at the time of fertilizer application. Application of the fertilization shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after the fertilizer is

broadcast.

Soil Tests for Fertilization

Upon request, soil samples for testing shall be taken from landscape locations as determined by the Public Works Manager.

1. Samples shall be tested at an agricultural soils testing laboratory approved by the Public Works Manager
2. Contractor shall pay all costs for testing, taking samples, pickup, and delivery to the testing laboratory; all incidentals and no additional payment will be made thereafter.

Ground Cover

Apply fertilizer a minimum of 2 times a year, (March and September) to all landscape areas with a commercial fertilizer as often as required to promote a healthy appearance. Water thoroughly to prevent burning. Apply at the rate recommended by the manufacturer that is listed on the package.

Vines

Fertilize all vines with a commercial fertilizer a minimum of twice per year, in March and September, or needed to promote a healthy appearance. Water thoroughly to prevent burning. Apply at the rate recommended by the manufacturer that is listed on the package.

Trees

Trees shall be fertilized and aerated by Landscape Maintenance Contractor in accordance with the National Arborist Association Standard for Fertilizing Shade and Ornamental Trees, National Arborist Association Standards current edition.

Compliance Inspection

Compliance with fertilization specification will be enforced by application inspections, bag counts, and periodic soil analyses by independent soils

laboratory.

Failure to comply with the scope of work for fertilization shall result in a performance deduction of \$500 per day per incident. Payment for fertilization shall be for actual quantities completed for each maintenance area. Contractor billing for this activity shall detail the specific days fertilization was conducted during that billing period. Payment shall be made based on the unit bid price and actual quantities completed.

Irrigation System Maintenance

The controlling factor in the performance of water management within the City landscape maintenance area is the application of water to landscape plants at a rate which closely matches the actual needs of the plant material with no runoff. Contractor shall have the sole responsibility for managing the City's irrigation usage. Contractor shall follow all water conservation regulations and water efficient landscape ordinances.

Irrigation/Operation and Maintenance Scheduled Times

1. Irrigation shall be accomplished in accordance with Contractor-provided schedules. The following irrigation times shall be applied to various types of public facilities:
 - A. Medians, Parkways and Parks: (Sunday-Thursday) 10:00 PM - 6:00 AM
 - B. Manual Irrigation: (Monday-Friday) 7:00 AM - 3:00 PM

Failure to adjust irrigation controllers to comply with designated watering windows and Contractor provided schedules will result in a performance deficiency deduction.

2. Contractor shall monitor the requirements of the plant material, soil conditions, seasonal temperature variations, wind conditions and rainfall, and shall recommend appropriate changes in duration of watering cycles.
3. Special watering required during daytime hours such as after over seeding, fertilization, during periods of extreme dryness or heat or during manual irrigation cycles shall be conducted in accordance with the following

criteria:

- A. There shall be minimal drift onto private property or roadways caused from the wind.
- B. There shall be irrigation personnel present at each location until watering cycle is completed.
- 4. Contractor shall respond within two (2) hours of any request by the Public Works Manager to turn on/off irrigation systems, particularly in respect to rainfall.
- 5. All damages resulting from under or over watering shall be repaired at the Contractor's expense.

Operation/Repair

- 1. The entire irrigation system, including all components from connection at meters, shall be maintained in an operational state at all times. This coverage shall include but not be limited to the following: all controllers and remote-control valves; gate valves, ball valves, and backflow devices; main and lateral lines; pumps; sprinkler heads; moisture sensing devices; and all related equipment. Contractor is required to notify the Public Works Manager of mainline failures within twelve (12) hours of occurrence.
- 2. Annual Backflow device testing shall include all backflow devices not only irrigation systems.
- 3. All irrigation systems shall be tested and inspected a minimum of once every week (excluding Saturday and Sunday) and a written report shall be submitted biweekly in accordance with the schedule submitted at the start of the contract showing the location, day of week, and time of day that each system was tested. Any changes shall be submitted for approval prior to enactment. Failure to inspect irrigation systems within the required timeframes shall result in a performance deduction.
- 4. All systems shall be adjusted in order to:
 - A. Provide adequate coverage of all landscape areas.
 - B. Prevent runoff and/or erosion.
 - C. Prevent watering roadways, facilities such as tennis, basketball or

handball courts, walkways, trails, fences, and private property.

- D. Match precipitation rates.
 - E. Limit evapotranspiration loss using State of California ET area ratings.
 - F. Limit hazardous conditions.
 - G. Contractor will adjust or clean as necessary all sprinkler heads, quick couplers, or valves to continue operation of maximum efficiency and performance.
 - H. Sprinkler heads shall be kept clear of overgrowth, which may obstruct maximum operation. Chemical edging around turf heads will not be permitted. Raising heads or lowering grade and reseeding are options to keeping head height in the correct position for maximum effectiveness.
 - I. Contractor will keep system in adjustment by valve or head adjustment to keep all systems operating at manufacturer's recommended operating pressures. This shall be accomplished by valve throttling and pressure gauging. At all times, the valves should be throttled so as to prevent sprinkler heads from fogging, allowing droplets for effective watering. At any time, Public Works Manager may request a coverage test to evaluate proper settings, timing, usage, or maintenance of system.
- 5. All system malfunctions, damage, and obstructions shall be recorded, and timely corrective action taken.
 - 6. In addition to weekly testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported; daily if necessary.
 - A. Repair malfunctioning controllers, quick couplers, manual or automatic valves and sprinkler heads within twelve (12) hours of receipt of written notice.
 - B. Correct deficient irrigation systems and equipment as necessary following notification from the Public Works Manager. The Contractor

shall turn off irrigation systems immediately as directed 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.

- C. Once the City representative acknowledges the necessity to turn on the water once again, all controllers shall be activated within twelve (12) hours.
- 7. Adjustment, damage, and repairs shall be divided into the following categories and actions:
 - A. Any repairs made by the Contractor will be in accordance with the original details. At no time shall contractor install irrigation heads other than what is on-site at the time of inspection. (i.e.: Rainbird irrigation heads will not be installed where Hunter irrigation heads are the uniform irrigation head.) Failure to comply with this issue will result in a performance deduction issued once every day until mismatched irrigation heads are removed, and the proper heads are installed.

Contractor shall keep an adequate supply of replacement heads on repair vehicle at all times. Contractor shall make repairs immediately using "like" materials to maintain uniformity and to match application rates. Contractor shall replace, at his cost, any irrigation heads installed improperly or heads that do not match existing or "like" heads.

- B. All sprinkler heads shall be adjusted to maintain proper coverage. Adjustment shall include, but not be limited to, actual adjustments to heads, cleaning and flushing heads and lines, and removal of obstructions. Costs for adjustment shall be included in costs for operation and maintenance of the irrigation system.
- C. Repairs to the system caused by conditions under which the Contractor does not have direct control shall be done by others or paid for by the City. Repairs under this category shall be "extra work" and are as follows:
 - 1. Theft (missing heads)
 - 2. Storm damage
 - 3. Damage by others
 - 4. Malfunctions to automatic controller, remote control valves, or

pressure lines.

D. Damage and repairs shall be divided as follows:

1. Minor repairs shall include, but not be limited to, all irrigation components from, and including, the valve to lateral line and heads/emitters, replacement of adjusting pins, friction collars, washers, trip assemblies, tubing, and other small parts. The cost for minor repairs shall be included in the costs for operations and maintenance of the irrigation system.
 2. Major repairs shall include all items before the automatic control valve including but not limited to backflow devices, pressure regulators, and mainline control wire (except as previously noted). The cost for major repairs, except as noted, will be considered extra services based on the contract labor and unit cost.
- E. Repairs to the irrigation system shall be completed within 12 hours after approval of the Irrigation Materials Request Form by Public Works Manager for major component damage such as broken irrigation mainlines.
- F. Contractor shall be responsible for adjusting height of sprinkler risers necessary to compensate for growth of plant material. If pop-ups are used, adjust pop-up height, and do not convert to a riser.
- G. Work performed by the Contractor and paid for as extra work will be guaranteed for a period of one year by the Contractor.
- H. Until the ground cover plantings are established, care shall be exercised to minimize silting of walks from soil erosion by the use of proper irrigation programming. The Contractor shall use repeat cycles to eliminate run-off.
- I. Contractor shall pay for all excessive utility usage due to failure to repair malfunctions on a timely basis or unauthorized increases in the frequency of irrigation. Costs will be determined from comparisons of usage with historical usage for the same time period. Costs to be deducted from monthly payments will be presented to the Contractor

by the City.

- J. The Public Works Manager will conduct spot inspections to check the accuracy of the Contractor's maintenance reports. If discrepancies are found, the Contractor will have twenty-four (24) hours to correct problems. While the Contractor is correcting problems in unsatisfactory areas, the specified level of service will be maintained in all other aspects of this Contract.
- K. The Contractor shall adjust sprinkler heads and valve boxes to the level of the ground surface as necessary or when instructed by the Public Works Manager.
- L. Control valves, sprinklers, and direct burial control wires shall be located and repaired by the Contractor.
- M. The Contractor shall be responsible for properly removing control clocks needing repair, marking station wires, delivering clocks for repairs to a City-approved repair facility, and reinstalling the control clock with station wires in the original order as found. If repairs encountered will take more than two working days to correct, a temporary controller, supplied by the Contractor, will be installed by the Contractor until the permanent controller can be repaired.
- N. When sprinkler systems are out of service due to the Contractor's neglect, the Contractor shall be required to water by hand or other means in accordance with plant and vegetation needs. This shall not be an extra labor charge.
- O. When rain occurs or is in the forecast with some certainty, all sprinkler system controllers shall be turned off by the Contractor's personnel. The Contractor will notify the City before the turn-off process starts and when the turn-off process is completed. The Public Works Manager will confer with the Contractor when the sprinkler system controllers are to be turned back on.
- P. The Contractor shall be held responsible for damage done to sprinkler heads and valves due to careless operation of vehicles and lawn

mowers.

Q. Monthly water meter readings are required to be provided to the City by the 10th of the following month.

8. Personnel

A. The Contractor shall provide personnel fully trained in all phases of landscape irrigation system operation, maintenance, adjustments, and repair; in all types of components to include irrigation 34 controllers, valves, moisture sensing devices, and sprinkler heads; and with all brands and models of irrigation equipment used within the City.

B. The Contractor shall provide personnel knowledgeable of, and proficient in, current water management concepts, with the capability of working with City staff in implementing more advanced water management strategies.

C. The Contractor shall provide personnel capable of verbal and written communication in a professional level of English.

9. Materials

A. All replacement materials are to be with original types and models unless a substitute is approved by the Public Works Manager.

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. The cost for all irrigation repairs shall be controlled via the unit bid price for extraordinary irrigation repairs.

E. All materials are to be new and identical to existing materials, unless directed otherwise by the Public Works Manager.

10. Invoicing

A. Irrigation Repair Invoices shall be organized according to controller

number and submitted on a weekly basis to reflect work carried out via the irrigation management sheet.

11. Water Management

- A. All systems shall be programmed weekly and/or as needed to maintain healthy plant material and landscape.
- B. All program changes shall be recorded on an Irrigation Management Form.
- C. Water meter reading for each system shall be submitted on a monthly report the first working day of each month.
- D. The watering schedule will be established and programmed by the Contractor's landscape maintenance supervisor. Application rates will be based on the amount the planting areas are capable of receiving without excessive run-off. The irrigation system schedule shall be monitored and adjusted accordingly to maintain an efficient use of water being applied.
- E. In determining rates of application, soil type, topography, and weather conditions will be taken into consideration. The project sites are equipped with an automatic system which provides for repeat 35 cycles, applying water over shorter periods of time that will allow for proper infiltration and thereby minimize run-off.
- F. The irrigation system will be physically inspected a minimum of once per week (excluding Saturday and Sunday) to keep the system operating at an optimum level of efficiency.
- G. Particular observation shall be paid to all slope areas which will, by physical nature, provide for greatest potential run-off.
- H. Contractor will be responsible for hand watering any areas not provided with an irrigation system.
- I. In those areas where a drip/water saver system is used, the Contractor will be required to hose off or wash dust/soot off plant material bi-weekly or more often if required to prevent plant damage.

- J. Contractor will submit to the Public Works Manager a copy of the irrigation schedule for each controller.
- K. Contractor will be expected to use minimal amount of water in all areas but maintain healthy plant growth.
- L. Where moisture sensing devices are used, a continual monitoring will be made to assure units are functioning properly. If malfunction is noted, the Public Works Manager will be notified immediately.
- M. Automatic controllers will be kept locked at all times.
- N. All non-stainless steel controller enclosures must be painted as needed to maintain a good appearance. Color will be determined by the Public Works Manager. New enclosures shall be made of stainless steel.
- O. Contractor will maintain an active "site schedule" in each controller enclosure. Any changes made in the field or to the current program will be documented on the site schedule to ensure the most recent, active schedule is represented upon review by Public Works Manager.

Failure to comply with the scope of work for Irrigation System Maintenance shall result in a performance deduction of \$500 per day per incident. Payment shall be for actual quantities completed for each maintenance area. Payment shall be made based on the unit bid price and actual quantities completed.

GUARANTEE AND/OR REPLACEMENT POLICY

Unit price for Guarantee and/or Replacement Policy shall be absorbed within other tasks and inclusive of the following task for every maintenance area included in this contract:

The contractor has the ultimate responsibility to ensure that all landscaping and turf grass is maintained in healthy and aesthetically pleasing condition. All new plant material and irrigation installations shall be guaranteed for a period of one

calendar year except due to "Acts of God", i.e., damage or death of plant material due to wind, storm, vandalism, theft, or other willful acts over which the maintenance contractor has no control. Existing plants shall be replaced by Contractor at the Contractor's expense, if it is determined by Public Works Manager that they died due to Contractor's negligence. All existing plant material that dies as a result of contractor negligence shall be replaced at the Contractor's expense. All irrigation system components that fail or break as a result of contractor negligence shall be replaced by the contractor at his expense.

To maintain and uphold regulations and policy City staff will preform routine inspections every six (6) months.

GENERAL PROVISIONS

Unit price for General Provisions shall be absorbed within other tasks and inclusive of the following task for every maintenance area included in this contract:

Minimum Staffing Requirements

Contractor shall provide adequate staffing levels to service this contract to ensure, maintenance activities are completed according to the schedule intervals required herein. If contractor falls behind schedule additional staff will be required at contractor's expense to ensure schedules are adhered to. The City requires that the contractor provide one full-time (1) irrigator and one full-time (1) irrigation assistant. The City requires that the contractor provide four full-time (4) median/weed abatement crew maintenance workers and four full-time (4) mow crew workers to provide service throughout the City.

Completion of Extra Work

Contractor must utilize separate crews to provide all extra work activities. Contractor may not use regular maintenance crews for extras. Regularly scheduled maintenance work shall be completed in conjunction with extra work and cannot be postponed in order to complete extra work. Failure to comply with this requirement shall result in a \$500 performance deficiency deduction per incident.

Engineered Wood Fiber/ Playground Chips

1. All areas should be kept weed free on a daily basis.
2. All areas should be kept trash and debris free on a daily basis.
3. If at any time, due to inclement weather or other causes, the Engineered Wood fiber areas become flooded and there is standing water, it will be the contractor's responsibility to remove water immediately.
4. No foreign debris (sand, soil, etc.) should be allowed to mix with engineered wood fiber surfacing.

Rubberized Surface Areas

1. All areas shall be maintained weed free on a daily basis.
2. All areas shall be kept trash and debris free on a daily basis.
3. All areas shall be cleaned daily. Method of cleaning to be determined by the Public Works Manager IE: water, broom, gas blower, pressure washer etc. Any damage to rubber playground surfaces must be reported to the Public Works Manager immediately.

Hard Surface Areas

1. These areas shall include concrete sidewalks, tennis courts, handball courts, basketball courts, bicycle trails, A.C. walkways, etc.
2. All areas shall be swept weekly to remove all deposits of silt and/or sand. Hazardous materials and substances will be removed immediately.
3. All areas shall be inspected daily (rainy days included) and maintained in a neat, clean, and safe condition at all times.
4. Cracks and crevices shall be kept free of weeds at all times. Expansion joint compound sealer shall be used to fill any gaps found. Contractor will be required to paint any sidewalk trip hazards in fluorescent orange or white paint immediately when discovered.
5. Once a week all areas shall be thoroughly cleaned by sweeping, blowing or pressure washing as needed.
6. Special emphasis shall be placed on chemical edging along these asphalt trails to prevent damage by vegetation. All such damage shall be repaired at the Contractor's expense.

General Facility Operations

1. All drinking fountains shall be kept clean and operational at all times.
2. Minor repairs, including but not limited to, unclogging drains, replacing

damaged or broken parts, shall be included in the bid price for these services.

3. All repairs shall be completed within twenty-four (24) hours after damage is reported or noticed.
4. Every instance of damage shall be reported to the Public Works Manager in writing
5. Should damage be repetitive, the Public Works Manager will evaluate replacement with a more damage resistant model through extra work or separate action.
6. All sidewalk areas abutting maintained areas shall be cleaned when dirtied by Contractor's operations and at other times as required.
7. All leaves, paper, and debris shall be removed from landscaped areas and disposed of off-site daily.
8. All security and sports area lighting shall be inspected weekly, and damaged or malfunctioning equipment shall be reported to the Public Works Manager.
9. At no time will Contractor be allowed to blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean. Debris generated from adjacent maintained landscape areas shall be the responsibility of the Contractor to remove, (i.e., sidewalks, streets, gutters).

PEST CONTROL / GOPHER CONTROL

IPM methods shall be used to the extent possible to remove and exterminate rodents, insects and other pest.

Carbon Monoxide Sprayer is to be utilized for the extermination of Gophers, moles, burrowing rodents or other pests.

The Contractor shall furnish all supervision, labor material and equipment necessary to accomplish the monitoring, assessment, trapping and other non-chemical methods, pest proofing, pesticide application, and pest removal components of the IPM program.

EXHIBIT B

IPM POLICY FOR THE CITY OF STANTON

INTEGRATED PEST MANAGEMENT (IPM) POLICY & IMPLEMENTATION GUIDELINES

FOR THE CITY OF STANTON

***GENERAL IPM POLICY:**

For the last 55 years, the trend in pest management has increasingly relied on synthetic chemical pesticides. The result has been not only a tremendous increase in the use of many dangerous chemicals, but also an increase in the number of pests that are resistant to the pesticides or new organisms becoming pests. Additionally, some pesticides used for terrestrial pest management have been found in waterways causing problems in the aquatic environment.

Pest control managers are now moving away from their reliance on pesticides alone toward an integrated approach that combines limited pesticide use with more environmentally friendly pest control techniques. This system is known as integrated pest management (IPM), a strategy that focuses on the long-term prevention of pests or their damage through a combination of techniques, including preventative, cultural, mechanical, environmental, biological, and chemical control tactics (**Figure 1**). The techniques are utilized simultaneously to control pest populations in the most effective manner possible.

Developing a comprehensive Integrated Pest Management (IPM) Program and approach allows us to focus on our primary efforts of pollution prevention. By monitoring and preventing pests as well as minimizing heavy pest infestations we can reduce the need for chemicals and/or multiple applications.

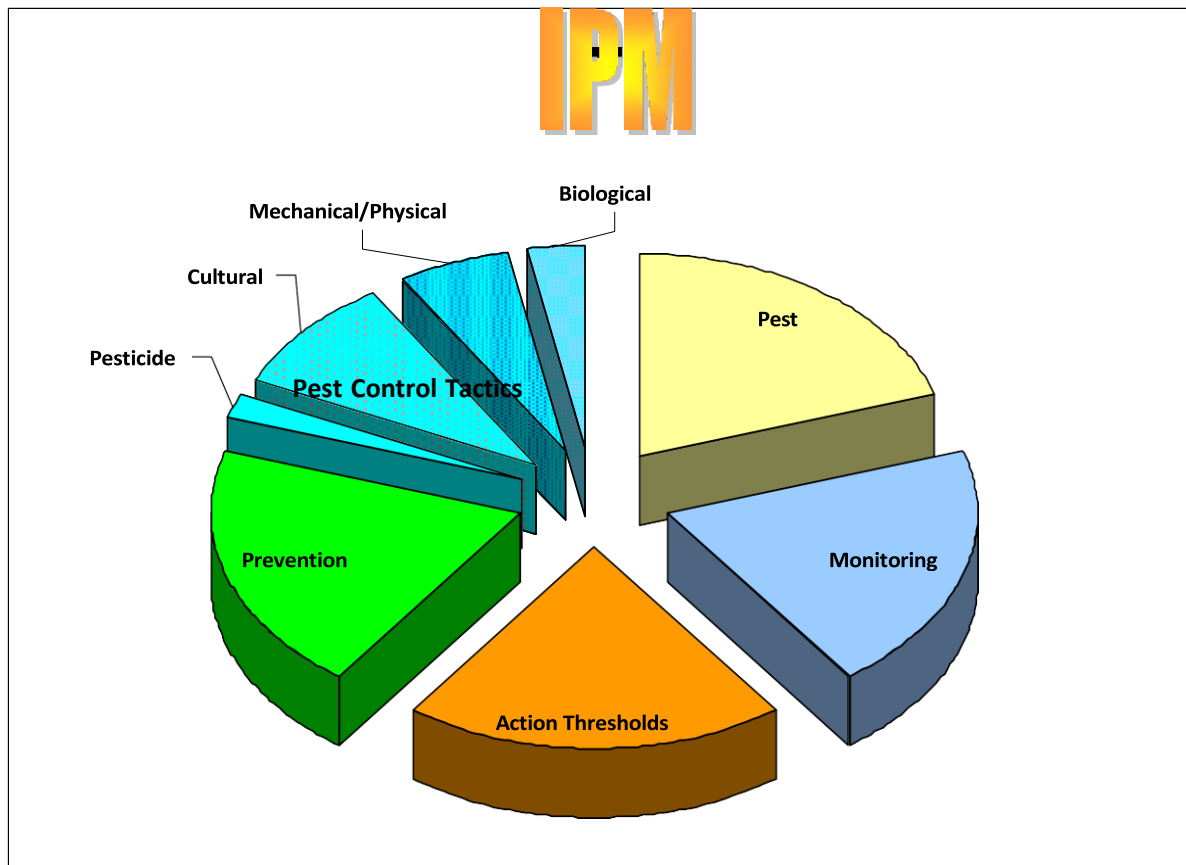
IPM programs utilize monitoring techniques and injury and economic thresholds to determine when to implement control strategies. Treatments are used only used according to established guidelines after monitoring indicates that such treatment is appropriate. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and non-target organisms and the environment.

The use of pesticides is often a measure of last resort. Because of this, the management guidelines for pesticide use are presented in a separate section immediately following the IPM guidelines.

* Original language is contained in Orange County Drainage Area Management Plan, Section 5.5.2 Integrated Pest Management adopted in 2003.

Figure 1

Components of an Integrated Pest Management Program



Scope of IPM Policy and Implementation Plan

IPM practices are encouraged over the sole use of pesticides as the primary means of pest management (**Table 1**). As a part of the Municipal Activities Program Manual, the public agencies and their contractors should evaluate the non-chemical components of IPM before intensive use of pesticides.

The goal of IPM is not to eliminate all pests, but to keep their populations at tolerable levels. Pesticides may be part of an IPM program, but they should only be used after the pests exceed established thresholds and only applied in the affected area (in the case of disease prevention, some modifications may be allowed). In general, all pest control strategies should be those that are least disruptive to biological control organisms (natural enemies), least hazardous to humans and the environment (including non-target organisms), and have the best likelihood of long-term effectiveness.

Table 1. Advantages and Disadvantages of a Pesticide-Based Program versus an IPM-Based Pest Control Program

<u>Pesticide Based Pest Control</u>		<u>IPM Based Pest Control</u>	
<u>Advantages</u>	<u>Disadvantages</u>	<u>Advantages</u>	<u>Disadvantages</u>
Quick suppression of pests	Not long-term	Long-term control	It may take longer to see results
	Pest control is reactive	Can be proactive in pest control actions	Must establish thresholds
	Loss of natural controls.	Reduces disruption of natural enemies	
	Often get outbreaks of other pests		
		Pesticides can be used (only used as last resort).	Must have knowledge of pesticides and their effects on other organisms.
Labor is only for spraying	Extra work in cleanup	Staff becomes more knowledgeable of pests and injury symptoms	Labor is required for monitoring and regular scouting Training is required to identify pests and natural enemies.
Not much preparation or follow-up needed	Need a PCA recommendation	Pest management is more organized	Must maintain a record-keeping system.
	Pesticide safety issues for applicators, public, animals	Less exposure to pesticides	
	More pesticides in environment	Safer to the environment	
	Contamination of water bodies from runoff	Reduces contamination from runoff	

Pesticides should not be applied until pests are approaching damaging levels. Because this requires early detection of the pests, monitoring on a regular basis is extremely important and should also be used to determine if natural enemies are present and adequately controlling the pest. If possible, a person should be trained and assigned to scout the sites on a regular basis.

Components of an IPM Program

An IPM program is a long-term, multi-faceted system to manage pests (**Figure 1**). Use of pesticides is a short-term solution to pest problems and should be used only when the other components fail to maintain the pests or their damage below an acceptable level. Successful IPM practitioners are knowledgeable about the biology of the plants and pests and successful IPM programs primarily use combinations of cultural practices as well as a combination of physical, mechanical and biological controls.

Pest Identification

It is important to learn to identify all stages of common pests at each site. For example, if you can identify weed seedlings, you can control them before they become larger and more difficult to control and before they flower, disseminating seeds throughout the site. It is also important to be sure that a pest is actually causing the problem. Often damage such as wilting is attributed to root disease but may actually be caused by under watering or wind damage.

Prevention

Good pest prevention practices are critical to any IPM program, and can be very effective in reducing pest incidence. Numerous practices can be used to prevent pest incidence and reduce pest population buildup such as the use of resistant varieties, good sanitary practices and proper plant culture. Examples of prevention include choosing an appropriate location for planting, making sure the root system is able to grow adequately and selecting plants that are compatible with the site's environment.

Monitoring

The basis of IPM is the development and use of a regular monitoring or scouting program. Monitoring involves examining plants and surrounding areas for pests, examining tools such as sticky traps for insect pests and quantitatively or qualitatively measuring the pest population size or injury. This information can be used to determine if pest populations are increasing, decreasing, or staying the same and to determine when to use a control tactic. Weather and other environmental conditions may also play a factor in whether a pest outbreak may occur so it is important to monitor temperature and soil moisture as well.

It is important to use a systematic approach when monitoring, for example you should examine leaves of a similar age each time you check for pests, rather than looking at the older leaves on some plants and younger ones on others. Randomly looking at a plant and its leaves does not allow you to track changes in pest population or damage over time.

It is important to establish and maintain a record-keeping system to evaluate and improve your IPM program. Records should include information such as date of examination, pests found, size and extent of the infestation, location of the infestation, control options utilized, effectiveness of the control options, labor and material costs.

Injury Levels and Action Thresholds

In order to have a way to determine when a control measure should be taken, injury levels and action thresholds must be set for each pest. An injury level is the level of unacceptable damage. For example, the injury level for a leaf-feeding beetle may be set at 30% of the leaves being damaged. Action thresholds are the set of conditions required to trigger a control action. An example of this would be finding an average of 5 or more beetles on 10 shrubs in a location. Action thresholds are set from previous experience or published recommendations and based on expected injury levels. Injury levels are often set by the public's comments.

Pest Control Tactics

Integrated pest management programs use a variety of pest control tactics in a compatible manner that minimizes adverse effects to the environment. A combination of several control tactics is usually more effective in minimizing pest damage than any single control method. The type of control that an agency selects will likely vary on a case-by-case basis due to the varying site conditions.

The primary pest control tactics to choose from include:

- Cultural
- Mechanical/Physical
- Biological
- Pesticide

Cultural Controls

Cultural controls are modifications of normal plant care activities that reduce or prevent pests. In addition to those methods used in the pest preventions, other cultural control methods include adjusting the frequency and amount of irrigation, fertilization, and mowing height. For example, spider mite infestations are worse on water-stressed plants, over-fertilization may cause succulent growth which then encourages aphids, too low of a mowing height may thin turf and allow weeds to become established.

Mechanical/Physical Controls

Mechanical control tactics involve the use of manual labor and machinery to reduce or eliminate pest problems using methods such as handpicking, physical barriers, or machinery to reduce pest abundance indirectly. Examples include hand-pulling or hoeing and applying mulch to control weeds, using trap boards for snails and slugs, and use of traps for gophers.

The use of physical manipulations that indirectly control or prevent pests by altering temperature, light, and humidity can be effective in controlling pests. Although in outdoor situations these tactics are difficult to use for most pests, they can be effective in controlling birds and mammals if their habitat can be modified such that they do not choose to live or roost in the area. Examples include removing garbage in a timely manner and using netting or wire to prevent bird from roosting.

Biological Controls

Biological control practices use living organisms to reduce pest populations. These organisms are often also referred to as beneficials, natural enemies or biocontrols. They act to keep pest populations low enough to prevent significant economic damage. Biocontrols include pathogens, parasites, predators, competitive species, and antagonistic organisms. Beneficial organisms can occur naturally or can be purchased and released.

The most common organisms used for biological control in landscapes are predators, parasites, pathogens and herbivores.

- Predators are organisms that eat their prey (e.g. Ladybugs).
- Parasites spend part or all of their life cycle associated with their host. Common parasites lay their eggs in or on their host and then the eggs hatch, the larvae feed on the host, killing it (e.g. Tiny stingless wasps for aphids and whiteflies).
- Pathogens are microscopic organisms, such as bacteria, viruses, and fungi that cause diseases in pest insects, mites, nematodes, or weeds (e.g. *Bacillus thuringiensis* or BT).
- Herbivores are insects or animals that feed on plants. These are effective for weed control. Biocontrols for weeds eat seeds, leaves, or tunnel into plant stems (e.g. goats and some seed and stem borers).

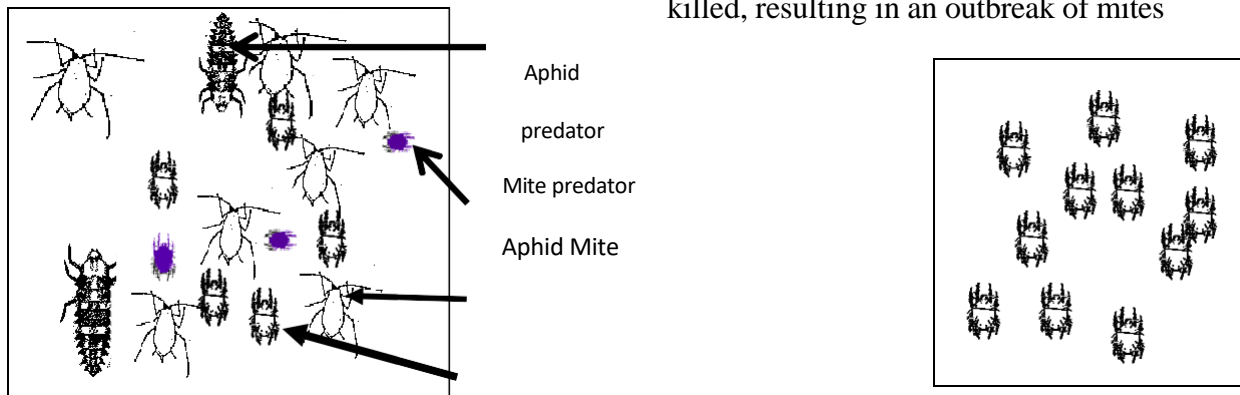
In order to conserve naturally occurring beneficials, broad-spectrum pesticides should

not be used since the use of these types of pesticides may result in secondary pest outbreak due to the mortality of natural enemies that may be keeping other pests under control (**Figure 2**).

Figure 2

**Example of Secondary Pest Outbreak Caused
By Use of a Broad Spectrum Insecticide**

A. Aphids and mites controlled by predators B. After a broad spectrum spray for aphids, predators for mites and aphids are also killed, resulting in an outbreak of mites



Pesticide Controls

Any substance used for defoliating plants, regulating plant growth or preventing, destroying, repelling or mitigating any pest, is a pesticide. Insecticides, miticides, herbicides, fungicides, rodenticides and molluscides are all pesticides. Anything with an EPA or DPR registration number on the label is a non-exempt pesticide.

Pesticides should only be used when other methods fail to provide adequate control of pests and just before pest populations cause unacceptable damage. The overuse of pesticides can cause beneficial organisms to be killed and pest resistance to develop. When pesticides must be used, considerations should be made for how to use them most successfully. Avoid pesticides that are broad-spectrum and relatively persistent since these are the ones that can cause the most environmental damage and increase the likelihood of pesticide resistance. Always choose the most specific but least toxic to non-target organisms method.

In addition, considerations should be given to the proximity to water bodies, irrigation schedules, weather (rain or wind), etc. that are secondary factors that may result in the pesticide being moved off-site into the environment. Consideration should be made of the temporary loss of use of an area (application in a park may result in the area being sectioned off)

IMPLEMENTATION GUIDELINES:



Enter Designated IPM Contact Information in Box Below:

City of Stanton Director of Public Works

publicworks@stantonca.gov, 714 379-9222

Personnel responsible for the care and maintenance of facilities under the City of Stanton agree to implement a suite of basic integrated pest management procedures selected from the following five main components of an IPM program:

- I) Prevention
- II) Pest and Symptom Identification
- III) Monitoring for Pests and Problems
- IV) Action Thresholds and Guidelines
- V) Selection of Appropriate Management Methods (Control Tactics)

The procedures seek to increase the long-term prevention and suppression of pest problems (insects, weeds, diseases, and vertebrates) with the minimum impact on human health, the environment, and non-target organisms. Emphasis is placed on improving cultural practices to prevent problems and utilizing alternative control measures instead of broad spectrum pesticides.

Information on the latest IPM information including management of new pests in the landscape is obtained from local UC Cooperative Extension Advisors, UC IPM Regional Advisor, or the Statewide UC IPM Web Site at www.ipm.ucdavis.edu.

I. PREVENTION

A. Landscape Design Procedures *(a minimum of three must be selected)*

- ☒ Drainage, soil characteristics, water quality and availability are considered during plant selection.
- ☒ Sun exposure, heat, and high temperature conditions are considered during plant selection.
- ☒ Adequate space is allowed for root growth, especially trees.
- ☒ Nursery stock is inspected and rejected if not healthy (injuries, diseased, circling

roots/potbound, poor staking and/or pruning).

- ☒ Pest resistant species and cultivars are selected.
- ☒ Plants with similar growth characteristics and irrigation requirements are grouped together.
- ☒ Landscape design matches available irrigation technology to avoid excess water use and to minimize surface runoff.

B. Site Preparation and Planting Procedures *(a minimum of three must be selected)*

- ☒ Assess soil drainage properties and improve compacted soils prior to planting.
- ☒ Conduct a soil analysis to determine chemical and physical properties of the existing soil and then add appropriate amendments such as organic matter.
- ☒ Ensure irrigation is installed as designed in order to avoid poor uniformity once plants are in place.
- ☒ Follow proper planting procedures for particular plant species to avoid planting too deeply or too shallow.
- ☒ Nursery tree stakes are removed at planting and replaced with staking that allows trunk to flex; removing these stakes after 1 to 1.5 years.
- ☐ Utilize a soil probe or other soil moisture measurement device to monitor soil moisture levels in existing root ball and surrounding soil during establishment period.

C. Water Management *(a minimum of three must be selected)*

- ☒ Plants are examined weekly for symptoms of water stress and to assist in determining irrigation scheduling.
- ☐ Monitor soil moisture with a soil probe or soil moisture sensors to assist in scheduling irrigation.
- ☐ Utilize evapotranspiration (ET) data or ‘smart’ clock technology to schedule irrigation.
- ☒ Cyclic irrigation (short-multiple run times) is employed to minimize surface runoff.
- ☐ Utilize low precipitation sprinklers or low-volume systems to reduce surface runoff.
- ☒ Systems are inspected monthly to check for leaks, broken pipes, and clogged or broken

sprinkler heads.

- ☒ Adjust sprinklers to avoid application of water directly to the trunk of trees (can promote disease) or on to concrete surfaces where it can enter storm drains.
- ☐ Establish a hotline or email or other dedicated method where citizens can report leaks and broken sprinkler heads

D. Fertilizing Procedures *(a minimum of three must be selected)*

- ☒ Fertilize only when plants are actively growing to avoid nutrient losses below the root zone.
- ☒ Fertilizer is not applied within 48 hours of a rain event to avoid losses below the root zone and in surface runoff.
- ☐ Soil analyses are conducted in order to determine existing nutrient levels in the soil prior to fertilizing.
- ☒ Turf grass fertilizer maintenance schedules are based on UC recommendations found online at UC Guide for Healthy Lawns.

<http://www.ipm.ucdavis.edu/TOOLS/TURF/MAINTAIN/fertilize.html>

- ☐ Sports turf grass fertilizer maintenance guidelines are based on UC recommendations found in **Establishing and Maintaining the Natural Turf Athletic Field (UCR ANR Publication Number: 21617)**.
- ☒ Overfertilization, especially of trees and shrubs, is avoided to ensure plant growth is not excessively succulent making it more susceptible to pest infestations.
- ☒ Off-target fertilizer applications or spills are cleaned up immediately by sweeping up and applying to landscape or turf or replacing in spreader or bag to ensure material does not enter storm drains.

E. Pruning Procedures *(a minimum of three must be selected)*

- ☒ Damaged or diseased wood is regularly pruned from landscape plants.
- ☒ Trees are pruned according to standards set forth by a professional tree care organization such as the International Society of Arboriculture.
- ☒ Replace plants too large for a space instead of pruning them severely.
- ☒ Unnecessary pruning is avoided as wounds are entry sites for decay and disease

organisms.

- ☒ The age and species of the plant is taken into account when determining the time of year to prune. For example, eucalyptus should be pruned in December and January when long-horned beetles are not active.
- ☒ Tree height reduction is discouraged. When deemed necessary by a licensed arborist, the crown reduction method approved by a professional tree care organization is utilized. Topping is never done to reduce tree size. NO TOPPING OR 'HAT RACKING' IS PERMITTED.

II. PEST AND SYMPTOM IDENTIFICATION

A. Insects, Mites, and Snails and Slugs *(a minimum of three must be selected)*

- ☒ Field personnel are trained to recognize basic pests found in the landscape in the following groups: insects, mites, and mollusks.
- ☒ A licensed Pest Control Adviser is on staff or hired to properly identify a pest and the symptoms caused by the pest.
- ☒ Field personnel are trained to utilize disease life cycles to apply treatments when the organism can be controlled most effectively.
- ☒ Field personnel are trained to distinguish between beneficial insects and actual pests found in the landscape (e.g. parasitizing wasps)
- ☐ Unknown samples are submitted to the Orange County Agricultural Commissioner for identification by the county entomologist or plant pathologist.
- ☒ Abiotic or nonliving factors (wind, sunburn, air pollution, etc...) are considered as possible causes of observed symptoms as well as biotic (living) factors.

B. Weeds *(a minimum of one must be selected)*

- ☒ Field personnel are trained to identify common weeds in the landscape.
- ☒ Field personnel are trained to utilize weed life cycles to properly control weeds such as controlling crabgrass utilizing a pre-emergent herbicide applied in mid- January.
- ☒ A licensed Pest Control Adviser is on staff or contracted to properly identify the pest.

C. Diseases *(a minimum of one must be selected)*

- ☒ Field personnel are trained to recognize common diseases or their signs/symptoms in the

landscape.

- ☒ Field personnel are trained to utilize disease life cycles to apply treatments when the organism can be controlled most effectively.
- ☒ Field personnel are trained to recognize the difference between biotic and abiotic problems.
- ☒ Field personnel are trained to understand how common diseases are spread throughout the landscape.
- ☐ Disease signs and symptoms are sampled and submitted to the Orange County Agricultural Commissioner for identification by the county plant pathologist.
- ☒ A licensed Pest Control Adviser is on staff or contracted to properly identify the pest.
- ☒ Photographs of disease signs and symptoms are taken and compared to reference guides such as UC IPM's *Pests of Landscape Trees and Shrubs*.

D. Vertebrates *(a minimum of one must be selected)*

- ☒ Field personnel are trained to recognize vertebrate pests and the damage they cause in the landscape.
- ☒ Field personnel are trained to utilize vertebrate behavior to properly control the pest most effectively.
- ☒ At least one field staff member is trained in vertebrate baiting and trapping.
- ☒ A licensed Pest Control Adviser is on staff or contracted to properly identify vertebrate pest.

III. MONITORING FOR PESTS AND PROBLEMS

A. Insect/Mollusk Monitoring Procedures *(a minimum of three must be selected)*

- ☒ Visually inspect plants for insects, mites, snail and slug damage at least monthly; recording results utilizing a method conducive to tracking changes and easy recall of data.
- ☐ Yellow sticky traps are utilized to assess populations of insects.
- ☒ Insects are dislodged from plants by shaking over a collection surface usually consisting of a clipboard with a white sheet of paper.
- ☐ If available for a particular insect, pheromone-baited traps are utilized.

- ☐ Soil-dwelling turf insects are brought to the surface for monitoring by flushing a specific area of soil (i.e. 2' x 2' grid) with plain water or a soapy water mixture.
- ☒ The amount of honeydew (aphids) and frass (caterpillars) present is utilized as an indicator of population levels.

B. Weed Monitoring Procedures *(a minimum of two must be selected)*

- ☒ Landscapes are inspected at least 4 times a year (early winter, early spring, summer and early fall) for weeds in order to determine if and when a weed problem exists.
- ☒ Utilize site surveys to record the location, date, and severity of weed problem; recording results utilizing a method conducive to tracking changes and easy recall of data.
- ☐ Count and record the number of weeds encountered at periodic intervals (e.g. every 1 to 2 feet) along a straight line transecting a landscapes area or within a selected area, for example 4 sq. ft. samples done in random places in a bed or turf area.

C. Disease Monitoring Procedures *(a minimum of two must be selected)*

- ☒ Landscapes are regularly checked for conditions, such as overwatering and injuries, which promote disease.
- ☒ Landscapes are checked monthly, at a minimum, for disease symptoms and signs. Disease prone plants are checked more frequently.
- ☐ Records are kept utilizing a method conducive to tracking changes and easy recall of data of each landscape inspection noting, date when disease signs and symptoms were first noticed and the current environmental conditions and soil moisture levels.

D. Vertebrate Monitoring Procedures *(a minimum of two must be selected)*

- ☒ Landscapes are regularly inspected for vertebrate presence either by damage caused by animal, actual animal sightings, and/or droppings.
- ☒ Records are kept of the absence or presence of actual vertebrates, the damage caused, and/or the presence or absence of droppings.
- ☐ Maps are created and updated at least twice a year, recording area of high vertebrate damage or signs (such as gopher mounds).

IV. ACTION THRESHOLDS AND GUIDELINES

A. Insect/Mollusk Thresholds and Guidelines *(a minimum of one must be selected)*

- ☐ Insect tolerance levels are established based on the public's acceptance of damage to the landscape or a certain level of nuisance pests (i.e. ants), the actual plant species in the landscape, and long-term monitoring and knowledge of pests causing the damage.
- ☒ Thresholds are based on levels where reasonable control of the pest can be achieved with minimum impact on the environment.
- ☐ Insect monitoring records are utilized to establish threshold levels for the implementation of control strategies. For example, the threshold for the presence of aphids on a rose garden at City Hall is low, while in a native shrub border it might be considerably higher.

B. Weed Thresholds and Guidelines *(a minimum of one must be selected)*

- ☒ Weed tolerance levels are established based on public safety or the public's acceptance and the resources available to manage the landscape at that level.
- ☐ Weed monitoring records are utilized to rank the percentage of the landscape area infested (none, light, moderate, heavy, or very heavy) with weeds.
- ☐ Public areas are ranked according to high, medium, or low level of weed control and management conducted according to levels set for each rank (see Appendix A)

C. Disease Thresholds and Guidelines *(a minimum of one must be selected)*

- ☒ Disease tolerance levels are established based on the public's acceptance and the resources available to manage the landscape at the level required.
- ☐ Disease monitoring records are utilized to establish threshold levels for the implementation of control strategies. For example, the threshold for the presence of powdery mildew on roses at City Hall is much lower than the threshold for its presence on Euonymus in a parking lot at a city sports park.

D. Vertebrate Thresholds and Guidelines *(a minimum of one must be selected)*

- ☒ Vertebrate tolerance levels are established based on public safety, the public's acceptance and the resources available to manage the landscape at the level required.
- ☐ Vertebrate monitoring records are utilized to establish threshold levels for the implementation of control strategies. For example, the threshold for the presence of gopher mounds in a sport field is zero, while in a native shrub border it might be two before a trapping strategy is implemented.

V. SELECTION OF APPROPRIATE MANAGEMENT METHODS

A. Insect/Mollusk Management Methods

Cultural/Mechanical/Physical Control Methods (a minimum of three methods must be selected)

- ☐ Sticky barriers are applied to trunks of trees and large shrubs to prevent ants and other wingless invertebrates from plant canopies.
- ☒ Small insect infestations are removed by pruning infested plant parts.
- ☐ Copper bands are installed around base of trees or planting areas where snail and slug infestations are prevalent.
- ☒ Plant canopies are thinned to increase light penetration to expose certain soft-bodied insects (soft-scale) as well as snails and slugs to heat.
- ☐ Strong streams of water are used to dislodge insects such as aphids and whiteflies, from leaves.
- ☒ Avoid use of plants that snails and slugs use for shelter.
- ☐ Avoid irrigating between 5pm and 5am when moisture remains on plant material for several hours.

Biological Control Methods (a minimum of one method must be selected)

- ☒ Persistent broad-spectrum pesticides are avoided, especially if biological control of an insect has been established by UC researchers. Examples include parasitoid wasps controlling *Eugenia Psyllids*, Giant Whitefly, and Ash Whitefly.
- ☐ Natural predators (beneficial insects) are augmented with purchases of additional predators from commercially available resources.

Pesticide Control Methods (a minimum of five methods from must be selected)

- ☒ The most selective, rather than broad-spectrum, pesticide is used
- ☐ If available for controlling a particular insect, biological and botanical pesticides are selected
- ☐ Insecticidal soaps are utilized to control infestations of soft-bodied insects such as aphids, thrips, and immature scales.
- ☐ Horticultural oils (neem oil and narrow-range refined oils) are utilized to control infestations of soft-bodied immature and adult insects such as aphids, scales, and

whiteflies.

- ☒ Pesticides are only utilized when the potential for impacts to the environment, especially water quality, are minimized.
- ☒ Equipment is calibrated prior to the application of the insecticide to avoid excess material being applied to the landscape environment.
- ☒ Applicators are trained to not apply pesticides to hard surfaces and to not allow any pesticide to enter the storm drain system
- ☒ Spot treatments are utilized rather than broadcast methods
- ☐ Insecticide/fertilizer combinations are only used if appropriate timing for BOTH the insecticide application and the fertilizer application.

B. Weed Management Methods

Cultural, Mechanical, and Physical Control Methods (a minimum of three methods must be selected)

- ☒ Timers are set to avoid overwatering as weeds establish in areas where soil moisture is excessive.
- ☐ Drainage is managed to avoid wet areas.
- ☐ Weeds are removed from a site prior to planting.
- ☒ Mower height is adjusted to turf species and time of year.
- ☐ Mower is washed after mowing a weedy site.
- ☒ Hand-pulling, mowing, trimmers/brushcutters, flaming, hoeing, and rototilling around landscape plants are the main methods utilized to control annual weeds and young perennial weeds.
- ☐ Soil solarization is utilized to control some annual and perennial weed species.
- ☐ Bare soil areas are covered with a thick layer of mulch to suppress weeds and conserve soil moisture.
- ☐ Soil, mulch, and plant material is weed-free before it is introduced into the landscape.

Pesticide Control Methods (a minimum of three methods must be selected)

- ☒ Spot treatments are utilized rather than broadcast methods.

- ☒ Herbicide/fertilizer combinations are only used if appropriate timing for BOTH the herbicide application and the fertilizer application.
- ☐ Herbicides are utilized according to established thresholds (see Appendix A).
- ☐ Organically acceptable herbicides (shown to be effective through science-based research) are used where appropriate.
- ☒ Herbicides are applied to the stage of weed growth most susceptible to the chemical.
- ☒ Equipment is calibrated prior to the application of the herbicide to avoid excess material being applied to the landscape environment.

C. Disease Management Methods

Cultural, Mechanical, and Physical Control Methods (a minimum of three methods must be selected)

- ☒ Prune out and dispose of localized areas of diseased plants.
- ☐ Pathogen-infested plant parts are removed from the soil surface area to reduce certain pathogens (e.g. Camellia Petal Blight).
- ☐ Pruning tools are sterilized (e.g. a diluted bleach solution) between plants to prevent the spread of pathogen to other plants.
- ☒ Proper irrigation and fertilization are maintained to prevent plant stress, water- logging, and subsequent susceptibility to disease.
- ☐ Soil solarization is utilized to control soil pathogens in annual beds where it is most effective.
- ☒ Mulch is kept at least 6" from base of plants to avoid excessive moisture around crown possibly resulting in crown rots and is no deeper than 4"
- ☐ Replace disease-prone plants with non-susceptible species.

Pesticide Control Methods (a minimum of two methods must be selected)

- ☐ Preventative fungicides and bactericides are only used where diseases can be predicted from environmental conditions and applied prior to infection or the appearance of symptoms.
- ☒ Synthetic fungicides are used sparingly in the landscape and only in high visibility areas in order to minimize development of resistance.

- ☒ Organic fungicides and bactericides are utilized in combination with cultural, mechanical, and physical control methods in order to improve their effectiveness.
- ☐ Copper-based fungicides are only utilized in situations where its entry into surface runoff and storm drains is virtually impossible and after consultation with PCA and IPM coordinator.
- ☐ Mycopesticides, commercially available beneficial microorganisms, are used where appropriate.
- ☐ Fungicides classes are rotated to avoid resistance.

D. Vertebrate Management Methods

Cultural and Physical Control Methods (a minimum of two methods must be selected)

- ☒ Groundcovers are maintained such that they do not harbor rats. Shrubs pruned at least 1 foot from the ground (rats).
- ☐ Sources of drinking water removed (leaky faucets, puddles).
- ☐ Trash cans have lids and are emptied daily (rats).
- ☐ Screens or other barriers installed under structures that have a space between soil and floor (rabbits).
- ☒ Habitat modification, based on pest biology is used to reduce shelter.
- ☐ Trapping is used for gophers when safe and practical.
- ☐ Kill traps used for ground squirrels and rabbits, are checked daily, and in places not accessible by children or non-target animals.
- ☐ Gas cartridges are used for ground squirrels according to UC recommendations.

Pesticide Control Methods (a minimum of two methods must be selected)

- ☐ Anti-coagulant baits are used and applied according to label and UC recommendations.
- ☒ Bait is applied in a manner that non-target animals do not access to it.
- ☒ Restricted use rodenticides, aluminum or zinc phosphide, are used only after applicator has been trained for that product or only by a wildlife management contractor.

VI. GENERAL PESTICIDE MANAGEMENT PRACTICES

(all practices listed below must be selected)

- ☒ Restricted use pesticides are only used when no other alternatives are practical.
- ☒ If pesticides are necessary, CAUTION-labeled pesticides are considered before more toxic alternatives.
- ☒ Only small quantities of pesticides are purchased eliminating the need for stockpiling.
- ☒ MSDSs are regularly updated to reflect new pesticides or label changes to pesticides in storage.

Appendix A

Ranking public areas for weeds (or other pest) management:

Areas ranked as **HIGH** may include areas that the public sees and expects to be well- maintained. Examples are entrances to public buildings such as city hall and libraries.

These areas are allowed to use pesticides based on established thresholds.

Areas ranked as **MEDIUM** may include areas the public sees but does not expect a high level of maintenance. Examples are landscaped areas away from the entrance, recreational and picnic areas. These areas can tolerate a higher level of weeds.

These areas are allowed to use pesticides but the threshold is much higher and pesticides are used infrequently and only after consultation with IPM coordinator.

Areas ranked as **LOW** may include areas the public rarely sees or does not expect a high level of maintenance. Examples are medians, landscaped areas in parking lots, wildlands. These areas can tolerate a higher level of weeds.

These areas are not allowed to use pesticides except in extreme cases and only after consultation with IPM coordinator.



EXHIBIT C
CITY LANDSCAPE AREA MAP

	Item	Location	Cover	Units
Parks	1	Stanton Park	5.5	Acres
	2	Hollenbeck Park (North and South ends)	10.75	Acres
	3	Veteran's Memorial Park	0.28	Acres
	4	Dale & Katella Pocket Park	0.01	Acres
	5	Zuniga Park	0.61	Acres
	6	Premier Park	0.75	Acres
	7	Beach Blvd & Orangewood Ave Pocket Park	0.2	Acres
	8	Hatty M. Dotson Park	1.3	Acres
	9	Katella Ave Linear Park (4 areas)	9535	Acres
	10	Stanton Central Park	12	Acres
	11	Martha Weishaupt Linear Park	0.2	Acres
	12	Norm Ross Baseball Field	4.2	Acres
Planted Medians	13	Beach Blvd. (from Garden Grove to 320 Ft North of Starr St.)	15206	LF
	14	Katella Ave. (From Knott Ave. to Beach Blvd.)	5808	LF
	15	Chapman Ave. (from 800ft east of Beach Blvd. to Briarwood Ave.)	1095	LF
	16	Bradford/Bradford Place	332	LF
	17	Cerritos Ave. (From Court Ave. to Dale Ave.)	500	LF
Planted Parkways	18	Village Center Drive (Beach Blvd. to South City Limit)	508	LF
	19	Cerritos Ave. (From Court Ave. to Dale Ave.) - both sides	1180	LF
Facilities	20	Katella Avenue Tree Wells	341	LF
	21	Stanton Community Center / Parking Structure	2500	SF
	22	Stanton City Hall	20000	SF
	23	Stanton Corporate Yard	17000	SF
	24	Stanton Library	2700	SF
Additional Maintenance Areas	25	Sheriff Station	2200	SF
	26	Stanton Family Resoruce Center	7,000	SF
	27	Trimming Ivy on two walls along Beach Blvd.	2191	LF
	28	Trimming Ivy on two walls @ Idlywild Dr/Ashbury Ave. (sidewalk and top sides)	160	LF
	29	Sound wall on Northside of Katella Ave. between Dale Ave. & Magnolia Ave.	522	LF
	30	Gopher Control		
	31	Annual Backflow Device Testing		

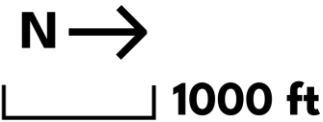
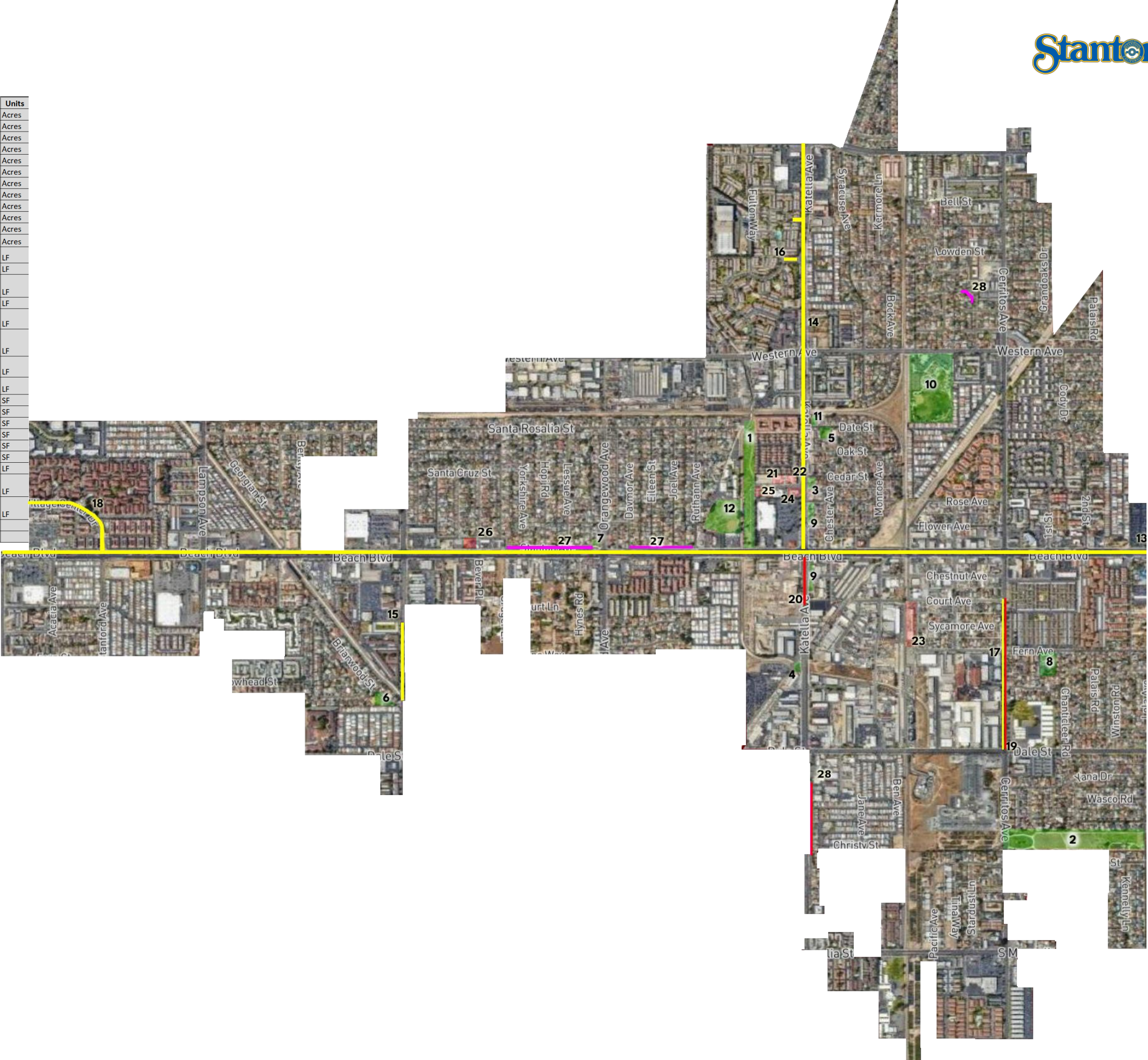




EXHIBIT D
BID SCHEDULE
PARKS

Stanton Park (1)

5.50 Acres

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
52	WEEKLY	Turf Grass Maint.		
24	BIWEEKLY	Landscape Maint.		
2	EACH	Fertilization		
52	WEEKLY	Irrigation System Maint.		
52	WEEKLY	Playground Maint.		

Subtotal:

Hollenbeck Park (2)

10.75 Acres

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
52	WEEKLY	Turf Grass Maint.		
24	BIWEEKLY	Landscape Maint.		
2	EACH	Fertilization		
52	WEEKLY	Irrigation System Maint.		
52	WEEKLY	Playground Maint.		
52	WEEKLY	Drainage Maint.		

Subtotal:

Veteran's Memorial Park (3)

0.28 Acres

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
52	WEEKLY	Turf Grass Maint.		



24	BIWEEKLY	Landscape Maint.		
2	EACH	Fertilization		
52	WEEKLY	Irrigation System Maint.		

Subtotal:

Dale & Katella Pocket Park (4)

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
52	WEEKLY	Turf Grass Maint.		
24	BIWEEKLY	Landscape Maint.		
2	EACH	Fertilization		
52	WEEKLY	Irrigation System Maint.		

Subtotal:

Zuniga Park (5)

0.61 Acres

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
52	WEEKLY	Turf Grass Maint.		
24	BIWEEKLY	Landscape Maint.		
2	EACH	Fertilization		
52	WEEKLY	Irrigation System Maint.		
52	WEEKLY	Playground Maint.		

Subtotal:



Premier Park (6)

0.75 Acres

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
52	WEEKLY	Turf Grass Maint.		
24	BIWEEKLY	Landscape Maint.		
2	EACH	Fertilization		
52	WEEKLY	Irrigation System Maint.		
52	WEEKLY	Playground Maint.		

Subtotal:

Beach & Oranewood Ave Pocket Park (7)

0.2 Acres

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
52	WEEKLY	Turf Grass Maint.		
24	BIWEEKLY	Landscape Maint.		
2	EACH	Fertilization		
52	WEEKLY	Irrigation System Maint.		

Subtotal:

Harry M. Dotson Park (8)

1.3 Acres

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
52	WEEKLY	Turf Grass Maint.		
24	BIWEEKLY	Landscape Maint.		
2	EACH	Fertilization		
52	WEEKLY	Irrigation System Maint.		
52	WEEKLY	Playground Maint.		
52	WEEKLY	Drainage Maint.		

Subtotal:



Katella Ave. Linear Park (9)

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
52	WEEKLY	Turf Grass Maint.		
24	BIWEEKLY	Landscape Maint.		
2	EACH	Fertilization		
52	WEEKLY	Irrigation System Maint.		

Subtotal:

Stanton Central Park (10)

12 Acres

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
52	WEEKLY	Turf Grass Maint.		
24	BIWEEKLY	Landscape Maint.		
2	EACH	Fertilization		
52	WEEKLY	Irrigation System Maint.		
52	WEEKLY	Playground Maint.		

Subtotal:

Martha Weishaupt Linear Park (11)

0.2 Acres

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
52	WEEKLY	Turf Grass Maint.		
24	BIWEEKLY	Landscape Maint.		
2	EACH	Fertilization		
52	WEEKLY	Irrigation System Maint.		

Subtotal:



Norm Ross Park (12)

4.2 Acres

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
52	WEEKLY	Turf Grass Maint.		
24	BIWEEKLY	Landscape Maint.		
2	EACH	Fertilization		
52	WEEKLY	Irrigation System Maint.		
52	WEEKLY	Playground Maint.		

Subtotal:



PLANTED MEDIANS

Beach Blvd – Garden Grove, 320 ft North of Starr St. (13) - CALTRANS

15206 LF

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
24	BIWEEKLY	Landscape Maint.		
52	WEEKLY	Irrigation System Maint.		

Subtotal:

Katella Ave – Knott Ave., Beach Blvd (14)

5808 LF

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
24	BIWEEKLY	Landscape Maint.		
52	WEEKLY	Irrigation System Maint.		

Subtotal:

Chapman Ave – 800 ft East of Beach Blvd, Briarwood Ave (15)

1095 LF

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
24	BIWEEKLY	Landscape Maint.		
52	WEEKLY	Irrigation System Maint.		

Subtotal:

**Bradford/Bradford PI (16)****332 LF**

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
24	BIWEEKLY	Landscape Maint.		
52	WEEKLY	Irrigation System Maint.		

Subtotal:**Cerritos Ave – Court Ave, Dale Ave. (17)****500 LF**

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
24	BIWEEKLY	Landscape Maint.		
52	WEEKLY	Irrigation System Maint.		

Subtotal:**Village Center Dr – Beach Blvd, South City Limits (18)****508 LF**

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
24	BIWEEKLY	Landscape Maint.		
2	EACH	Fertilization		
52	WEEKLY	Irrigation System Maint.		

Subtotal:



PLANTED PARKWAYS

Cerritos Ave – 2 sides - Court Ave, Dale Ave (19)

1180 LF

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
24	BIWEEKLY	Landscape Maint.		
52	WEEKLY	Irrigation System Maint.		

Subtotal:

Katella Avenue Tree Wells (20)

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	Weed Control		

Subtotal:



FACILITIES

Stanton Community Center/ Parking Structure (21)

2,500 SF

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
24	BIWEEKLY	Landscape Maint.		
52	WEEKLY	Irrigation System Maint.		

Subtotal:

Stanton City Hall (22)

20,000 SF

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
52	WEEKLY	Turf Grass Maint.		
24	BIWEEKLY	Landscape Maint.		
2	EACH	Fertilization		
52	WEEKLY	Irrigation System Maint.		

Subtotal:

Stanton Corporate Yard (23)

17,000 SF

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
24	BIWEEKLY	Landscape Maint.		
52	WEEKLY	Irrigation System Maint.		

Subtotal:

**Stanton Library (24)****2,700 SF**

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
24	BIWEEKLY	Landscape Maint.		
52	WEEKLY	Irrigation System Maint.		

Subtotal:**Sheriff Station (25)****3,000 SF**

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
24	BIWEEKLY	Landscape Maint.		
52	WEEKLY	Irrigation System Maint.		

Subtotal:**Stanton Family Resource Center (26)****7,000 SF**

Quantity	Unit	Description	Unit Price	Annual Price
52	WEEKLY	General Maintenance		
52	WEEKLY	Weed Control		
24	BIWEEKLY	Landscape Maint.		
52	WEEKLY	Irrigation System Maint.		
52	WEEKLY	Turf Grass Maint.		
2	EACH	Fertilization		
52	WEEKLY	Playground Maint.		

Subtotal:



ADDITIONAL MAINTENANCE AREAS

Trimming Ivy – Beach Blvd – 2 walls (27)

2191 LF

Quantity	Unit	Description	Unit Price	Annual Price
4	EACH	Landscape Maint.		
2	EACH	Fertilization		
52	WEEKLY	Irrigation System Maint.		

Subtotal:

Trimming Ivy – Idlywild Dr/Ashbury Ave. – 2 sides, sidewalk (28)

160 LF

Quantity	Unit	Description	Unit Price	Annual Price
2	EACH	Landscape Maint.		

Subtotal:

Northside Katella Sound wall – Dale Ave, Magnolia Ave. (29)

522 LF

Quantity	Unit	Description	Unit Price	Annual Price
2	EACH	Landscape Maint.		

Subtotal:



ADDITIONAL WORK

Gopher Control

Quantity	Unit	Description	Unit Price	Annual Price
4	Quarterly	Gopher Control Hollenbeck Park		

Subtotal:

Quantity	Unit	Description	Unit Price	Annual Price
4	Quarterly	Gopher Control Norm Ross Park		

Subtotal:

Annual Backflow Device Testing

Quantity	Unit	Description	Unit Price	Annual Price
1	Annual	Annual Backflow Devices Testing Citywide		

Subtotal:

\$

SUBTOTAL BASE MAINTENANCE ANNUAL COST IN FIGURES

(BASED ON BID SCHEDULE TOTAL OF ANNUAL PRICES FOR PARKS, PLANTED MEDIANS, PLANTED PARKWAYS, FACILITIES, ADDITIONAL MAINTENANCE AREAS & ADDITIONAL WORK)



Maintenance Labor Rates

Each worker performing Work under this Contract shall be paid at a rate not less than the prevailing wage as defined in Section 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <https://www.dir.ca.gov/dlsr>.

Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Landscape Maintenance Services. The schedule of per diem wages is based upon a working day of eight (8) hours. The rate of holiday and overtime work must be at least time and one-half.

For the purpose of this section of the agreement, all work being performed is maintained in nature. Please see below for description of work.

Description	Normal Business Rate	Emergency After-Hours Rate
Supervisor	\$	\$
Irrigator	\$	\$
Laborer	\$	\$

Bidders understand twenty-four (24) hours, seven days per week (including holidays) emergency response is required within one (1) hour of notification by City.



EXHIBIT E

PROPOSAL ACKNOWLEDGEMENT FORM

The Proposer hereby acknowledges receipt of addenda number(s) _____, if any.

By signing below, the Proposer agrees to all terms and conditions in this RFP, except where expressly described in the Proposer's Services Proposal.

Original Signature by Authorized
Officer/Agent

Vendor's Tax ID Number (FEIN)

Type/Print Name of Signatory

Company Name

Title

Phone Number

Contractor Mailing Address

Fax Number

Form of Business (mark one of the
following):

Website Address

☐ Sole Proprietor/Individual

E-mail Address

☐ Partnership

☐ Corporation

☐ Limited Liability Company (LLC)

If a corporation, the State where it is
incorporated: _____

EXHIBIT F
CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
CITYWIDE LANDSCAPE MAINTENANCE SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and **[INSERT NAME OF COMPANY]**, a **[INSERT TYPE OF BUSINESS; CORPORATION; LIMITED LIABILITY COMPANY; ETC.]**, with its principal place of business at **[INSERT ADDRESS]** (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Contractor

2.1.1 City desires certain on-call emergency and unexpected task utility maintenance and repair services.

2.1.2 City desires to engage Contractor to provide on-call emergency and unexpected task utility maintenance and repair services in the manner set forth herein and more fully described in Section 1.0

2.1.3 Contractor represent that the principal members of its firm are qualified California licensed contractors <insert license number and DIR> and are fully qualified to perform the services contemplated by this Agreement in a good and professional manner; and it desires to perform such services as provided herein.

NOW THEREFORE, inconsideration of the Parties’ hereto agree as follows.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Citywide Landscape Maintenance Services** necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.



3.1.2 Term. The term of this Agreement shall be from **July 1, 2024** to **June 30, 2027**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **[INSERT NAME(S)]**.



3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates the **Public Works Director**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **[INSERT NAME OR TITLE]**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules, and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification



provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement, or endorse the policies to do so.

- (a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting



period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

- (d) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required 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.

- (a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability shall be endorsed to provide the following:

- (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.



- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary, and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. 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.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. 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 fifteen (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 the City. If such coverage is cancelled or reduced, Consultant shall, within ten (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.

3.2.10.8 Failure to Maintain Coverage. Consultant 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 Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 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.



3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, as applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **[INSERT WRITTEN DOLLAR AMOUNT]** DOLLARS (**[\$[INSERT NUMBER]**) ("Total Compensation") without written approval of City's **[INSERT TITLE]**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations,



Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.



3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

[INSERT NAME, ADDRESS & CONTACT PERSON]

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: **Public Works Director**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

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

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any



magazine, trade paper, newspaper, television or radio production, or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend, and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost, or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify, and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of the Consultant's Services, the Project, or this Agreement, including, without limitation, the payment of all damages, expert witness fees and attorney fees, and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent



jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

The obligation to indemnify, as provided herein, shall survive the termination or expiration of this Agreement.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County, California.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.8 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates, or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

3.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.10 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.



3.12 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.13 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.14 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay, any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.15 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

3.16 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.19 Declaration of Political Contributions. Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.20 Subcontracting.



3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[Signatures on following page.]



IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 202__.

CITY OF STANTON

[INSERT NAME OF CONSULTANT]

By: _____

City Manager

By: _____
Name: _____
Title: _____

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND** Secretary,
AND CORPORATE SEAL OF
CONSULTANT REQUIRED]

ATTEST:

By: _____
Patricia Vazquez
City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

[INSERT SCOPE OF SERVICES]

**[SCOPE OF SERVICES FROM RFP TO BE INSERTED HERE AND/OR CONSULTANT
PROPOSAL]**

EXHIBIT “B”

SCHEDULE OF SERVICES

[INSERT SCHEDULE OF SERVICES]

**[CONSULTANT’S SCHEDULE OF SERVICES, SUMMARY TO BE INSERTED
HERE]**

EXHIBIT “C”

COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]

[CONSULTANT’S FEE PROPOSAL TO BE INSERTED HERE]