



CITY of CALABASAS

**REQUEST FOR PROPOSAL
FOR
LANDSCAPE MAINTENANCE OF
LAS VILLAS HOMEOWNERS ASSOCIATION ZONE 11
WITHIN LANDSCAPING AND LIGHTING ACT DISTRICT 22
WITHIN THE CITY OF CALABASAS**

5-YEAR CONTRACT

**DATE OF ISSUANCE:
AUGUST 22, 2024**

**CITY OF CALABASAS, CA
PUBLIC WORKS DEPARTMENT
100 CIVIC CENTER WAY
CALABASAS, CA 91302**

PREPARED BY: CITY OF CALABASAS
PUBLIC WORKS DEPARTMENT
100 CIVIC CENTER WAY
CALABASAS, CALIFORNIA 91302

APPROVED BY:

CURTIS CASTLE, PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY OF CALABASAS
LANDSCAPE MAINTENANCE OF
LAS VILLAS HOMEOWNERS ASSOCIATION ZONE 11
WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22
WITHIN THE CITY OF CALABASAS

Procedural Note:

The **CITY** reserves the right, at its sole discretion, to determine whether any aspect of the response satisfactorily meets the criteria established in the Request for Proposal (RFP). The **CITY** reserves the right to seek additional information and/or clarification from the BID RESPONDENT, the right to confer with any prospective firm submitting a response and the right to reject any and all responses with or without cause. The **CITY** reserves the right to reject any and all proposals, and to waive any irregularity.

By: _____
Curtis Castle, Public Works Director/City Engineer

Date: 8/22/2024



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SECTION A
CITY OF CALABASAS

**REQUEST FOR PROPOSAL
COMMON AREA LANDSCAPE MAINTENANCE FOR
LAS VILLAS HOMEOWNERS ASSOCIATION ZONE 11
WITHIN LANDSCAPING AND LIGHTING ACT DISTRICT 22
IN THE CITY OF CALABASAS**

Section 1. NOTICE OF REQUEST FOR PROPOSALS

Notice

NOTICE IS HEREBY GIVEN that the CITY OF CALABASAS (hereinafter referred to as "CITY") requests Proposals for the above-stated project, and such Proposals to be considered shall be received by mail or delivered to the Main Lobby of Calabasas City Hall, Department of Public Works, Attn: Landscape District Maintenance Manager, located at 100 Civic Center Way, Calabasas, CA 91302, by the Deadline for Submitting Proposals date indicated on the Procurement Schedule. **Respondents are encouraged to submit their Proposals electronically by email to LMD-RFP@cityofcalabasas.com.**

Services

The work to be performed is detailed in the CITY's proposed contract language, provided in Section 2 of this Request for Proposals (RFP). Copies of the RFP are available for download from the CITY's website at www.cityofcalabasas.com. Links to Current Bids and Proposal Opportunities can be found on the Public Notices page.

A Mandatory Information Session and tour of the community will be held on Thursday, August 29, 2024 at 9:00 a.m. We will meet in the outdoor amphitheater behind the City of Calabasas Library at The Calabasas City Hall, 100 Civic Center Way, Calabasas CA 91302. Attendees will be responsible to drive themselves on the tour while following a City vehicle.

Affirmative Action

The CITY hereby affirmatively ensures that minority, or women business enterprises will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex.

Estimated Procurement Schedule

The estimated timetable for the selection process is summarized below. Note that these target dates are subject to change by the CITY OF CALABASAS.

KEY ACTIVITY	ESTIMATED TARGET DATES
Date of RFP Release	August 22, 2024
Mandatory Information Session	August 29, 2024 @ 9:00 a.m.
Deadline to Submit Written RFP Questions	September 4, 2024 @ 3:00 p.m.
Deadline for Submitting Proposals	October 1, 2024 12:00 p.m. Noon
Proposal Evaluation	Week of October 1, 2024
Notice of Contract Award	Week of October 21, 2024

Proposals shall be submitted to the City by either by (1) hardcopy or (2) email.

1) Proposals may be delivered to:

City of Calabasas
Public Works Department
Attn: Landscape District Maintenance Manager
100 Civic Center Way
Calabasas, CA 91302
818-244-1600

Proposals shall be submitted, along with all support documentation, and shall be plainly marked on the outside of the envelope:

**LANDSCAPE MAINTENANCE OF LAS VILLAS HOMEOWNERS ASSOCIATION
WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF
CALABASAS, CALIFORNIA**

DO NOT OPEN WITH REGULAR MAIL

Proposals not received by 12 p.m. (noon), Tuesday, October 1st, 2024 will be considered non-responsive and will be returned unopened. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals postmarked prior to the submittal deadline, but received after the deadline will be considered non-responsive and will be returned unopened.

2) Proposals may be emailed to:

LMD-RFP@cityofcalabasas.com

Note that hardcopies of any notarized or embossed documents must be submitted to the City within seven (7) days after the submittal deadline.

SECTION B

INSTRUCTIONS TO PROPOSERS

I. BACKGROUND INFORMATION / PURPOSE

The City of Calabasas is located in northern Los Angeles County and consists of 12.9 square miles of incorporated area. The City's population, based on 2021 data, is approximately 22,928. The City is a general law city operating under the Council/Manager form of government. The City Council is comprised of five members elected at large for overlapping terms, with one member serving as mayor on an annual basis.

The City administers one Landscape Maintenance District (LMD) and four Landscaping and Lighting Districts (LLADs). For more information about these districts, visit the City's [Landscape District Division webpage](#). For more information regarding the Landscaping and Lighting Act of 1972, visit the state of [California code webpage](#). The purpose of this contract is to provide landscape maintenance services to the common areas within a specific zone of Landscaping and Lighting Act District 22 (LLAD 22).

The City is responsible for selecting a contractor to provide landscape maintenance services. The City is also responsible for administration and fiscal oversight of all funds collected for the LLAD zone. These contract documents will include instructions and specific parameters for this RFP described below so that a contractor or contractors may be selected to meet the expected effective **contract start date on or before December 31, 2024 (subject to change)**.

II. PROJECT DESCRIPTION

The City of Calabasas would like to retain the services of a qualified landscape maintenance company to perform landscape maintenance work. The respective areas of this contract are comprised of the exterior landscaped common areas of Landscaping and Lighting District 22, Zone 11, commonly referred to as the Las Villas Homeowners Association (HOA). The boundaries of the HOA and Zone 11 are congruent. The work to be performed consists of, but is not limited to; landscape maintenance of parkways, median islands and slopes (including mowing and edging), weeding, sweeping, pruning of shrubs and groundcovers, fertilizing, litter clean-up, tree trimming for pedestrian and vehicle clearances, etc. Refer to cost-breakdown schedules herein as well as maps for a complete understanding of all maintenance work to be performed.

ALL LEAF BLOWERS USED ON-SITE MUST BE ELECTRIC.

III. PROPOSAL REQUIREMENTS AND EVALUATION OF PROSPECTIVE LANDSCAPE MAINTENANCE COMPANIES

Each prospective landscape maintenance company interested in this project shall meet all of the requirements, terms and conditions specified herein. By its proposal submittal, each prospective landscape maintenance company submitting a proposal acknowledges agreement with the acceptance of all provisions of the RFP. Maintenance Areas and/or Frequencies of the required maintenance work may be added or removed / increased or decreased throughout the duration of the contract, at the sole discretion of the City. The Contractor will be required to provide updated pricing information associated with each change made by the City.

In accordance with the provisions of California Public Contract Code Section 3300, and Business and Professions Code Section 7028,15(e), the City has determined that the prospective landscape maintenance company(ies) proposing on this project shall possess a valid **C-27** Contractor's license. Failure to possess the specified license classification shall render the proposal non-responsive and it will be returned to the prospective Landscape Maintenance Company.

In accordance with the State of California Department of Pesticide Regulation, the City has determined that the prospective landscape maintenance company(ies) proposing on this project shall possess a valid Maintenance Gardener Pest Control Business (MGB) License. Failure to possess the specified license classifications shall render the proposal non-responsive and it will be returned to the proposer.

Each proposal shall include the following:

- A. Introduction and Cover Letter: Provide a cover letter describing your interest in this RFP.
 - 1. Provide the legal name, address, phone number, fax number, and email address of each contact person. Identify the primary contact for this contract and provide their information.
 - 2. The City encourages Contractors to self-perform the work. However, if your company is subcontracting **ANY** portions of this work, it can only be for Pest Control Advisor, Certified Arborist Services, and Rodent Control. Please list the companies you will be working with on the forms provided herein. In addition, indicate the tasks that will be subcontracted to each company and how any subcontract work will be managed and checked for quality control. **The function of landscape maintenance itself may not be subcontracted out.**
 - 3. At the start of the contract, the names of the on-site crew shall be provided to the City of Calabasas, the HOA, and their property manager. If crew members change, updated contact information shall be provided within 24 hours of the change.
- B. Explanation of how Proposer will perform the work.

Proposal must describe in exact detail how the scope of work within this RFP will be accomplished, and may provide additional related information with the proposal. The proposal should be presented in a format that corresponds to, and references, the various sections contained within the Scope of Work and should be presented in the same order. Responses to each section should be clear and organized.

If complete responses cannot be provided without referencing support documentation or examples, Proposer shall provide such documentation to explain the circumstance being described. Proposals which appear **unrealistic** in the terms of performance and schedule versus realistic costs, technical commitments, explanation, competence, and/or present a misunderstanding of the magnitude of work required herein will be subject to the **proposal being rejected**.

C. Tentative Work Schedule.

The proposal shall contain a tentative work schedule demonstrating that the landscape maintenance company proposing on this project has read and understood the magnitude of the maintenance work herein that is required.

D. Estimated Hours.

The proposal shall contain a **breakdown** of estimated hours per week it will take to perform the required work in each of the contract areas.

E. Proposer's Qualifications.

Proposer shall include, on the forms provided herein, examples of work that is comparable in size, magnitude and deliverables as expectations of this RFP.
(See **EXPERIENCE STATEMENT SHEET**)

F. Company Background.

Each landscape maintenance company shall be skilled and regularly engaged in the type of work that is described in this RFP. The landscape maintenance company's experience and structure shall be described as follows:
(See **COMPANY INFORMATION SHEET**)

1. Company ownership. If incorporated, the state in which the company is incorporated, type of corporation, corporate number, and the date of incorporation.
2. Location of company offices, yards, and equipment storage facilities.
3. Number of local key employees including each employee's years of employment with the company and title (if applicable).
4. Locations from which employees will be assigned.

5. Name, address, email address, and telephone number of the landscape maintenance company's point of contact for this project.
6. Company background/history and why the landscape maintenance company is qualified to provide the services and requirements described herein.
7. Length of time the landscape maintenance company has been providing the services as described within this RFP (please provide a brief description in timeline form.)
8. Key staff that will be responsible for this project that will be able to make decisions for the management and performance required within this RFP

G. Disclosure of Claims and Litigation.

The proposal shall contain a complete disclosure of any alleged significant prior and/or ongoing contract deficiencies and/or failures, any civil or criminal litigation or investigation pending which involves the landscape maintenance company or in which the landscape maintenance company has been judged guilty or liable within the last 5 years of providing this type of work on the forms provided herein. (See **COMPANY INFORMATION SHEET**)

If no negative history information exists, the landscape maintenance company shall state that there is no negative history to disclose.

Failure to comply with the terms of this provision will disqualify any proposal if it is found that negative history exists when it is stated that none does exist.

The City reserves the right to reject any proposal based upon the landscape maintenance company's prior history with the City or any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

H. Client References.

The landscape maintenance company proposing on this RFP shall include up to three references of similar projects in magnitude and requirements that have been performed within the last three (3) years. Information provided shall be filled in on the forms provided herein. (See **EXPERIENCE STATEMENT SHEET**)

I. Compensation.

Invoicing shall be based on the total unit price costs filled in for each maintenance task and unit prices for additional work and shall be submitted upon completion and approval of each work area.

J. Additional Support Information.

The landscape maintenance company may submit additional information that would benefit that company's chance of being selected. All submitted information, requested and voluntary will be taken into account and used to help in the selection process.

K. Documents to be Returned with this Proposal.

Failure to completely execute and submit the required documents as specified herein before the submittal deadline will render a proposal non-responsive.

Proposal Review Process and Award of Contract:

The City and selected community members (committee) will review and evaluate all accepted proposals and may/may not conduct oral presentations or a combination of both, unless otherwise indicated in this solicitation. The selection committee will have only the response to this solicitation to review for selection of finalists and, therefore, it is important that the landscape maintenance company proposing on this project emphasize specific information considered pertinent to the services to be provided.

The composition of the committee may be comprised of community members, an independent consultant under City contract, and City staff. The committee will evaluate all proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The criteria listed below are not in any order of importance. Weight factors and evaluation scores will not be released. **The City is not obligated to accept the lowest bid proposal, but will make an award in the best interest of the City and the Homeowners Association within available budgets after all factors have been evaluated.**

The City reserves the right to further negotiate the proposed work scope and/or method and amount of compensation.

The landscape maintenance company(ies) that successfully satisfy the proposal requirements may/may not be called in for formal interviews and presentations.

The Criteria for the formal interview process will be as follows:

- a. Understanding the complete scope of work required.
- b. Proposed approach in completing the work on-time and within budget.
- c. Quality, clarity and responsiveness of the proposal.

- d. Qualifications and availability of key personnel to be assigned to the contract resulting from this proposal **(these key personnel should be present at the interview)**.
- e. Number of years' experience the landscape maintenance company has with contracts of similar size.
- f. Experience performing comparable work and/or delivery of comparable goods.
- g. Demonstration of competence, meaning experience performing work and/or delivery of comparable service.
- h. Proposed costs and support information.
- i. Financial stability.
- j. Completeness / thoroughness of the response to the terms of the RFP.

The Committee may also contact and evaluate the landscape maintenance company's references including subcontractor's references, contact any supplier named, and perform a background check of the proposing landscape maintenance company.

Proposal Submission Deadline: Tuesday, October 1, 2024 by 12:00P.M.

Number of copies: One (1) hardcopy or email (PDF)

Mail Submission or Hand Deliver to: City of Calabasas
Public Works Department
Landscape District Maintenance
100 Civic Center Way
Calabasas, CA 91302

Page Limit: None; 50 mb size limit for emailed proposals

Completed project references (including contact names and phone numbers): 3 required, no maximum

NOTE: This Proposal is for a Public Works Service Contract and not a construction contract.

The term of the Agreement shall be for five (5) years. The City, at its sole discretion, shall have the option to renew the contract based upon the terms and conditions as provided in the Agreement, subject to price modifications that have been agreed upon by the City and landscape maintenance company pursuant to the provisions of these Specifications.

IV. SCOPE OF WORK

The selected landscape maintenance company shall provide landscape maintenance for all designated parcels, parkways, medians, roundabouts, islands, open spaces, slopes, and roadsides described herein and per the attached Appendices. Landscape maintenance methods shall be as described herein.

In conclusion, the City of Calabasas looks forward to reviewing prospective landscape maintenance company's information and selecting the most qualified landscape maintenance company and moving forward with this contract.

**COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER
ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22
IN THE CITY OF CALABASAS, CA 91302**

I. INSPECTION OF WORK SITE

In preparing proposals, prospective landscape maintenance companies are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, the locations of the proposed work, including access points, and as to the actual conditions of and at the site of work. If, during the course of their examination, the landscape maintenance company find facts or conditions which appear to them to conflict with the letter or spirit of this RFP document, or with any other data furnished them, they may forward these concerns to the City in writing. The City will review such concerns and issue an addendum to all proposers if an addendum is necessary. All such addenda shall become part of this proposal. **Questions regarding this RFP must be submitted no later than 3:00 p.m. September 4, 2024 prior to submission deadline. Oral questions will not be responded to.**

SECTION C

CITY OF CALABASAS

**COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER
ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22
IN THE CITY OF CALABASAS, CA 91302**

PROPOSAL INFORMATION AND DOCUMENTS:

COST-BREAKDOWN SCHEDULES

PROPOSAL SCHEDULES

UNIT PRICE LIST

ANTI-RODENTICIDE PROVISION

COMPANY INFORMATION

EXPERIENCE STATEMENT

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

EMERGENCY INFORMATION

STATEMENT REGARDING INSURANCE COVERAGE

**STATEMENT REGARDING THE CONTRACTOR'S LICENSING
LAWS**

WORKERS COMPENSATION INSURANCE CERTIFICATE

COST-BREAKDOWN SCHEDULES

COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CA 91302

AUGUST 2024

LAS VILLAS HOMEOWNERS ASSOCIATION – ZONE 11

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, **SECTION E–SPECIAL PROVISIONS**. The City reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or make void the contract, except those appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with the Contract Documents.

The City reserves the right to reject any and all proposals, to waive any informality in a price quote, and to make awards in the best interest of the City.

The Contractor shall perform an independent take-off of the plans/maps and bid accordingly. Quantities listed in this Cost-Breakdown Schedule are intended only as a guide for the Contractor as to the estimated magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of area actually maintained as required by the Contract Documents, including addenda.

The Contractor will not be reimbursed for work performed for their convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the schedule. The proposal schedule shall include all costs for labor, services, material, equipment, disposal and all associated fees associated with completing the work in place per the maps, specifications and details as included herein.

NAME OF LANDSCAPE MAINTENANCE COMPANY: _____

CONTRACTOR'S LICENSE NO.: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

LAS VILLAS HOA / ZONE 11						
BASE BID						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	ANNUAL AMOUNT
GENERAL MAINTENANCE						
1.	Facility inspection by contractor supervisor, visual/operational.	LS	1	\$	52	\$
2.	Walk through inspection with HOA/LLAD representative.	LS	1	\$	12	\$
3.	Litter removal, trash collection, disposal Bi-weekly.	EA	1	\$	26	\$
4.	Trash can cleaning, emptying, and replacement of bags including pet waste stations. Park Sorrento	EA	1	\$	52	\$
5.	Paved sidewalks, walkways, medians, pathways, tennis court area, pool area cleanup and weed control. (Bi-weekly)	100 SF	230	\$	26	\$
6.	Insect, disease, pest, and rodent control.	LS	0	\$	EXTRA	\$ EXTRA
7.	Completion and return to City of Monthly Quality Control Report (see Appendix A).	EA	1	\$	12	\$
DRAINAGE FACILITIES						
8.	Inspect and clear debris from grate of catch basin inlet.	EA	3	\$	2	\$
LAWN AREAS						
9.	Mowing (mulching permitted) and edging.	100 SF	651	\$	44	\$
10.	Fertilization. (liquify)	100 SF	651	\$	1	\$
11.	Weed control.	100 SF	651	\$	6	\$
12.	Aeration.	100 SF	0	\$	EXTRA	\$ EXTRA
13.	Dethatching & Aeration	100 SF	651	\$	1	\$
GROUND COVER AND SHRUB AREAS						
14.	Inspect, weed, and clean groundcover and shrub beds.	100 SF	170	\$	26	\$
15.	Pruning.	100 SF	170	\$	2	\$
16.	Edging. (March-November)	LS	1	\$	9	\$
17.	Fertilization. (liquify)	100 SF	170	\$	1	\$

18.	Replace annual/perennial color plants.	100 SF	7	\$	2	\$
19.	Mulching (top dress).	100 SF	170	\$	4	\$
TREES						
20.	Inspect for damage and/or special needs for safety and health.	LS	4	\$	6	\$

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	ANNUAL AMOUNT
21.	Pruning for pedestrian Clearances ONLY. (Walkways & Pathways)	LS	1	\$	12	\$
22.	Maintain tree wells and watering basins, including weeding and mulching. (Park Sorrento)	LS	1	\$	4	\$
23.	Inspect, replace and adjust tree stakes and or guy wires, ties and guy.	LS	1	\$	6	\$
24.	Develop and manage tree maintenance program.	LS	1	\$	1	\$
PLANTED SLOPES						
25.	Inspect for damage and special needs to maintain health.	100 SF	967	\$	12	\$
26.	Pruning.	100 SF	967	\$	2	\$
27.	Edging. (March – November)	LS	1	\$	9	\$
28.	Weed control. (March – November)	100 SF	967	\$	9	\$
29.	Fertilization. (liquify)	100 SF	967	\$	1	\$
IRRIGATION SYSTEMS						
30.	Operate, observe, and adjust irrigation systems and controller programming.	1,000 SF	180	\$	12	\$
31.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1,000 SF	180	\$	12	\$
32.	Annual irrigation systems audit for controllers.	1,000 SF	180	\$	1	\$
33.	Replace minor sprinkler heads, nozzles, risers, & rotors.	1,000 SF	180	\$	1	\$
PARK AND RECREATION FACILITIES						

34.	Tennis court blowing.	LS	1	\$	52	\$
35.	Bench cleaning and washing (4 benches)	EA	1	\$	12	\$
TOTAL AMOUNT BASE BID SCHEDULE IN FIGURES						\$
TOTAL AMOUNT BASE BID SCHEDULE IN WORDS _						

LAS VILLAS HOA / ZONE 11						
OPTIONAL/ADDITIVE BID						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	ANNUAL AMOUNT
GENERAL MAINTENANCE						
3a.	Litter removal, trash collection, disposal Bi-weekly.	EA	1	\$	26	\$
5a.	Paved sidewalks, walkways, medians, pathways, tennis court area, pool area cleanup and weed control. (Bi-weekly)	100 SF	230	\$	26	\$
6a.	Insect, disease, pest, and rodent Control reporting	LS	1	\$	1	\$
TREES						
19a.	Mulching (top dress)	100 SF	170	\$	1	\$
20a.	Inspect for damage and/or special needs for safety and health.	LS	1	\$	6	\$
IRRIGATION SYSTEMS						
31a.	Probe for soil water content and adjust irrigation systems to meet seasonal needs	1,000 SF	180	\$	12	\$
32a.	Annual irrigation systems audit for controllers.	1,000 SF	180	\$	1	\$
33a.	Replace minor sprinkler heads, nozzles, risers, & rotors	1,000 SF	180	\$	1	\$

PARK AND RECREATION FACILITIES						
35a.	Tennis court cleaning and washing	LS	1	\$	52	\$

TOTAL AMOUNT OPTIONAL BID SCHEDULE IN FIGURES	\$
TOTAL AMOUNT OPTIONAL/ADDITIVE BID SCHEDULE IN WORDS _	
TOTAL AMOUNT PLUS OPTIONAL/ADDITIVE BID SCHEDULE IN FIGURES*	\$
TOTAL AMOUNT BASE PLUS OPTIONAL/ADDITIVE BID SCHEDULE IN WORDS* _	

* CITY RESERVES THE RIGHT TO AWARD SPECIFIC INDIVIDUAL OPTIONAL/ADDITIVE BID ITEMS OR THE ENTIRE OPTIONAL/ADDITIVE BID ITEM LIST AT THE SOLE DISCRETION OF THE CITY*

**COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER
ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22**

LAS VILLAS HOA – ZONE 11

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated in completing the work in place per the Specifications and details.

The award of bid may or may not be based on the lowest bidding schedule total. **The specific unit prices shall govern if there is a mathematical discrepancy in the figures.** The Bidder must notify the Agency prior to any award of contract, of any difference between the estimated quantities and actual quantities.

The Agency reserves the right to increase or decrease the quantity of any item and/or annual frequency and/or omit items as may be deemed necessary due to budget limitations or constraints, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

A separate schedule of work and prices is provided because the Agency reserves the right to award this work to either one or more contractors. A bidder may submit a proposal for all or any combination of schedules.

Base Bid Schedule Total: \$ _____

Base Bid Schedule Total (in words) _____

Base Bid Plus Optional/Additive Schedule Total: \$ _____

Base Bid Plus Optional/Additive Schedule Total (in words) _____

Company/Name of Bidder

Date

**COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER
ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22
IN THE CITY OF CALABASAS, CA 91302**

AUGUST 2024

BID SCHEDULE TOTAL

<u>BID SCHEDULE TITLE</u>	<u>BASE BID SCHEDULE TOTAL</u>
LAS VILLAS HOMEOWNERS ASSOCIATION – ZONE 11	\$
<u>TOTAL AMOUNT IN WORDS:</u> _____	

<u>BID SCHEDULE TITLE</u>	<u>BASE BID PLUS OPTIONAL/ADDITIVE SCHEDULE TOTAL</u>
LAS VILLAS HOMEOWNERS ASSOCIATION – ZONE 11	\$
<u>TOTAL AMOUNT IN WORDS:</u> _____	

NAME OF BIDDER: _____

CONTRACTOR’S LICENSE NUMBER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

UNIT PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Unit Prices for Additional Work: Includes Labor and All Material in Unit Price

Item No.	Description			Unit Price	Unit
1.	Misc. irrigation system repair parts @ cost plus 15%				
2.	Pop-up sprinkler in place repair or replace	4"	@	\$	EA
	" " " " "	6"	@	\$	EA
	" " " " "	12"	@	\$	EA
3.	Pop-up gear drive sprinkler in place repair or replace	4"	@	\$	EA
	" " " " "	12"	@	\$	EA
4.	Fixed shrub sprinkler in place repair or replace		@	\$	EA
5.	Fixed shrub gear drive sprinkler in place repair or replace		@	\$	EA
6.	1-gal. shrub/perennial install (Includes Amendment, Fertilizer, & Mulch)		@	\$	EA
7.	2-gal. shrub/perennial install (Includes Amendment, Fertilizer, & Mulch)		@	\$	EA
8.	5-gal. shrub/perennial install (Includes Amendment, Fertilizer, & Mulch)		@	\$	EA
9.	5-gal Tree in place (stakes incl.) (Includes Amendment, Fertilizer, & Mulch)		@	\$	EA
10.	15 gal. Tree in place (stakes incl.) (Includes Amendment, Fertilizer, & Mulch)		@	\$	EA
11.	24" box Tree in place (stakes incl.) (Includes Amendment, Fertilizer, & Mulch)		@	\$	EA
12.	36" box Tree in place (stakes, incl.) (Includes Amendment, Fertilizer, & Mulch)		@	\$	EA
13.	48" box Tree in place (stakes, incl.) (Includes Amendment, Fertilizer, & Mulch)		@	\$	EA
14.	Hand watering of tree well		@	\$	EA
15.	Flat of ground cover install (Includes Amendment, Fertilizer, & Mulch)		@	\$	EA
16.	Flat of 4" pot annual color		@	\$	Per Flat
17.	Flat of 4" pot perennial color		@	\$	Per Flat
18.	Planter bed mulch in place (city approved)		@	\$	/Cubic Yard
19.	Turf renovation (incl. de-thatch, over seed, top dress)		@	\$	/1,000 Sq. Ft.
20.	Turf aeration		@	\$	/1,000 Sq. Ft.
21.	Additional landscape labor		@	\$	/Manhour
22.	Additional landscape supervisor		@	\$	/Manhour
23.	Additional mowing		@	\$	/100 Sq. Ft.
24.	Sod installation		@	\$	SF
25.	Seed installation		@	\$	SF
26.	Fertilization (shrub bed & turf)		@	\$	AS/Acre
27.	Soil test and analysis		@	\$	Unit
28.	Plant tissue analysis		@	\$	Unit
29.	Plant pathology test		@	\$	Unit
30.	Backflow prevention device inspection		@	\$	Unit

Item No.	Description			Unit Price	Unit
31.	Pesticide application on trees for disease control: Blight (Not Shot Hole Bore)		@	\$	Per Tree
32.	Landscape Design Services		@	\$	Per Hour
33.	Submit disease/pest control records to county agricultural commissioner		@	\$	Per occurrence
34.	Insect and disease control of groundcover or shrubs		@	\$	10,000 Sq. Ft.

Note: All Contractors are required to complete the Unit Price List as part of the RFP submittal.

ANTI-RODENTICIDE PROVISION

(City of Calabasas and *Landscape Contractors Name*)

This following provision is included in the “Agreement” for Items 2 and 3 between the City and the Consultant:

- ☐ “Consultant agrees to comply with all provision of Food and Agriculture Code section 12978.7 and further to not use any pesticide product containing any of the following active ingredients: (A) Brodifacoum, (B) Bromadiolone, (C) Difenacoum, or (D) Difethialone, in the course of completing the scope of services under this Agreement.”

“Consultant”

(Landscape Contractors Name)

By: _____

[Name, Title]

Date: _____

By: _____

[Name, Title]

Date: _____

COMPANY INFORMATION

Landscape maintenance company certifies that the following information is true and correct:

Name of Company: _____

Company Ownership (If incorporated, state incorporated in, date and number): _____

Business Address: _____ Telephone: _____

E-mail: _____

Contractor's License No _____ Date License Issued: _____

Contractor's License No _____ Date License Issued: _____

Contractor's License No _____ Date License Issued: _____

License Expiration Date: _____ The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal: (Name / Title / Address / Telephone #)

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows: (Type of Judgment / Date)

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

Prior Disqualification (Negative History)

Has your company ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No _____. If yes, provide the following information. (If more than once, use separate sheets):

Date: _____ Entity: _____ Location: _____

Reason: _____

Provide Status and any Supplemental Statement:

Has your company been reinstated by this entity? Yes / No _____

Violations of Federal or State Law

- A. Has your company or its officers been assessed any penalties by any AGENCY for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your landscape maintenance projects?

Yes / No: ____ Federal / State: ____

If "yes", identify and describe, (including status): _____

Have the penalties been paid? Yes / No: _____

B. Does your company or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No: _____ Codes / Laws: _____

Section / Article _____

If "yes" identify and describe (including status): _____

I declare under penalty of perjury under the laws of the State of California that all of the representations made in **CONTRACTOR'S INFORMATION** are true and correct.

Executed this _____ day of _____,

20____, at _____, California.

Authorized Representative Signature and Title:

Signature: _____

Title _____

EXPERIENCE STATEMENT

The following is a record of the Landscape Maintenance Company's experience of types similar in magnitude and character to that contemplated under this Proposal, which shall be inclusive to municipal government property landscape maintenance in similar magnitude and size. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Landscape Maintenance Company must demonstrate that he/she has experience with this type of project and can manage this project effectively. **If necessary, additional numbered pages can be attached to this page.** The Landscape Maintenance Company must be properly licensed to perform the work in this project as stated herein (**see page 2**).

Project Title: _____ Client: _____ Date: _____

Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes ____ No ____

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes ____ No ____

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes ____ No ____

EXPERIENCE STATEMENT (Continued)

KEY STAFF

Title	Name	License/ Certificate No.	Since	Expires
Senior Staff Member to be assigned (Owner/GM)				
Account Manager (Mid/Senior Management)				
Field Supervisor for Crew				
Irrigation Supervisor/Tech				
California Licensed Pesticide Applicator or Qualified Certificate (QAL) or (QAC)				
ISA Certified Arborist				
Pest Control Advisor (PCA)				

I declare under penalty of perjury under the laws of the State of California that all of the representations made in the **EXPERIENCE STATEMENT** are true and correct. Executed this _____ day of _____, 20__, at _____, California.

Authorized Representative Signature and Title

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

The following is a list of subcontractors and suppliers, as defined in Section 2-3 SUBCONTRACTS of the Standard Specifications for Public Works Construction (SSPWC) (latest edition), who will perform work or provide materials of value in excess of one-half percent of the total proposal price or Ten Thousand Dollars (\$10,000), whichever is greater.

No subcontractor shall perform work in excess of the amount specified in Section 2-3 SUBCONTRACTS of the SSPWC, without the written approval of the City.

The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Name and Address of Subcontractor	Employer Tax Id #	Work Subcontracted	Portion of Work (% of Contract Price)

These representations are being made under the penalty of perjury.

NAME OF LANDSCAPE MAINTENANCE COMPANY: _____

AUTHORIZED SIGNATURE:

Date: _____

EMERGENCY INFORMATION

CITY OF CALABASAS COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CA 91302

The Contractor shall provide the Agency with the following information by submitting it with signed contract, contract bonds, and certificates of insurance:

1. Authorized Representative at work site.

(Name & Title)

2. Address and 24-hour available telephone number(s) of the Authorized Representative.

3. Address of the nearest office of the Contractor, and the name and telephone number of a person at that office who is familiar with the project.

4. Address and telephone number of the Contractor's main office and the name and telephone number of the person at that office familiar with the project.

STATEMENT REGARDING INSURANCE COVERAGE

The undersigned representative of the Landscape Maintenance Company hereby certifies that they have reviewed the insurance coverage requirements specified in Section **7-3 LIABILITY INSURANCE** of the SSPWC. Should Proposer be awarded the contract for the work, the undersigned further certifies that Proposer can meet all of these specification requirements for insurance, including insurance coverage of his/her subcontractors.

NAME OF LANDSCAPE MAINTENANCE COMPANY: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE:

TITLE: _____

DATE: _____

STATEMENT REGARDING THE CONTRACTOR'S LICENSING LAWS

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a proposal to a public agency to engage in the business or to act in the capacity of a contractor within this state without having a license therefor**, except in any of the following cases:

(1) The person is particularly exempted from this chapter.

(2) The proposal is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of twenty percent (20%) of the price of the contract under which the unlicensed person performed contracting work, or Four Thousand Five Hundred Dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than ten (10) days nor more than six (6) months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a proposal as a joint venture, each person submitting the proposal shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a proposal submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify

that the Contractor was properly licensed when the Contractor submitted the proposal. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, a Contractor who is not licensed pursuant to this chapter is void.**

- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three (3) business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no proposal submitted shall be invalidated by the failure of the proposer to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the Contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the Contractor was properly licensed at the time the contract was awarded. Any proposer or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the proposer to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the proposer.**

Contractor's License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

-

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

DATE: _____

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

SECTION D

CITY OF CALABASAS

**COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER
ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22
IN THE CITY OF CALABASAS, CA 91302**

CONTRACT INFORMATION AND DOCUMENTS:

- **PROFESSIONAL SERVICES AGREEMENT**
- **FAITHFULPERFORMANCE BOND**
- **PAYMENT BOND**
- **MAINTENANCE BOND**

FOR REFERENCE ONLY

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	
City Department in charge of Contract:	
Contact Person for City Department:	
Period of Performance for Contract:	
Not to Exceed Amount of Contract:	
Scope of Work for Contract:	

Insurance Requirements for Contract:

☐ yes ☐ no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts:

☐ yes ☐ no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

☐ yes ☐ no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

California requires Worker's Compensation insurance. If the vendor has no employees, a Worker's Compensation Affidavit is required.

Other:

Proper documentation is required and must be attached.

Initials: (City) _____ (Contractor) _____

PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages

(City of Calabasas/ *Company or Individual*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and _____ *[enter consultant (company’s) name]* a _____ *[insert consultant’s state of incorporation]*, _____ *[enter consultant’s legal status e.g., corporation, nonprofit public benefit corporation, limited liability company]* (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: _____ *[insert description of consultant’s services]*.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s _____ *[enter consultant’s proposal date]* proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s _____ *[insert date fee schedule submitted to City]* fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: _____.

Initials: (City) _____ (Contractor) _____

3.4 Expiration Date”: _____.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. CONSULTANT’S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of _____ Dollars (\$____,__) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. _____ **[enter name of Consultant’s Staff]** shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

Initials: (City) _____ (Contractor) _____

Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas//**Name of Consultant**

5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

(1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the contract.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

Initials: (City) _____ (Contractor) _____

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- 6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.
- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

Initials: (City) _____ (Contractor) _____

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any

Initials: (City) _____ (Contractor) _____

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City of Calabasas//**Name of Consultant**

property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

[The risk for each agreement should be evaluated and the insurance limits should correspond to such risk as determined by the City's Risk Manager.]

- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California, including but not limited to California Labor Code § 1860 and 1861 as follows:

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written

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City of Calabasas//Name of Consultant

statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating

Initials: (City) _____ (Contractor) _____

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Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas//Name of Consultant

that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.

- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities with respect to this Agreement.

Initials: (City) _____ (Contractor) _____

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during the addressee's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: **[City Project Coordinator]**
Telephone: (818) 224-1600
Facsimile: (818) 225-XXXX

If to Consultant:

Name of Consultant
Street Address or P.O. Box
City, State Zip Code
Attn: *[Consultant]*
Telephone: () ____-____
Email:

With courtesy copy to:

Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

Initials: (City) _____ (Contractor) _____

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16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

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Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas//Name of Consultant

- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy

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between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

18.10 This Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

18.11 This Agreement is further subject to the provisions of California Public Contracts Code § 6109 which prohibits the Consultant from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to §§ 1777.1 or 1777.7 of the Labor Code.

19. PREVAILING WAGES

19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:

19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was

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paid less than the prevailing wage rate shall be paid to each worker by the Consultant.

19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.

19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

19.1.4 Notwithstanding anything to the contrary, Consultant shall defend, indemnify, and hold harmless the City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Consultant to comply with such prevailing wage laws.”

19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours’ labor shall constitute a legal day’s work. Work performed by Consultant’s employees in excess of eight hours per

Initials: (City) _____ (Contractor) _____

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day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

Initials: (City) _____ (Contractor) _____

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Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas//**Name of Consultant**

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Calabasas

“Consultant”
Name of Company or Individual

By: _____
Name, Title

By: _____
Name, Level of Officer e.g., Vice President

Date: _____

Date: _____

By: _____
Name, Title

By: _____
Co-Authorized Signer, Level of Officer

Date: _____

Date: _____

By: _____
Name, Title

Attest:

By: _____
Lisa Pope
City Clerk

Date: _____

Approved as to form:

By: _____
Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
APPROVED FEE SCHEDULE

NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of Los Angeles)

_____, being first duly sworn, deposes and says that he or she is
_____ of _____, the party making the foregoing bid, that the bid is
not made in the interest of, or on behalf of, any undisclosed person, partnership, company,
association, organization, or corporation; that the bid is genuine and not collusive or sham; that the
bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham
bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or
anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not
in any manner, directly or indirectly, sought by agreement, communication, or conference with
anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost
element of the bid price, or of that of any other bidder, or to secure any advantage against the
public body awarding the contract of anyone interested in the proposed contract; that all statements
contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted
his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or
data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company
association, organization, bid depository, or to any member or agent thereof to effectuate a
collusive or sham bid.”

Signature of Bidder

Business Address

Place of Residence

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public in and for the County
of _____
State of California.

My Commission Expires _____, 20__.

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

DATE: _____

(Contractor)

By: _____
(Signature)

(Title)

Attest:

By: _____
(Signature)

(Title)

PAYMENT BOND

LANDSCAPE MAINTENANCE OF THE COMMON AREAS OF INDIVIDUAL HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 WITHIN THE CITY OF CALABASAS JANUARY 2024

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as CONTRACTOR, a contract for the above stated project.

AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$_____) which is one hundred percent (100%) of the annual contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section I3020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceedingg the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiff's and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____ day of _____, 20____.

Contractor* _____

Surety* _____

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California)

County of _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Signature of Notary Public) (Notary Seal)

**LANDSCAPE MAINTENANCE OF THE
COMMON AREAS OF INDIVIDUAL HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE
MAINTENANCE DISTRICT 22
WITHIN THE CITY OF CALABASAS
JANUARY 2024**

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY. In case suit is brought upon this bond the said SURETY will pay a reasonable attorney's fee to the AGENCY in an amount to be fixed by the court.

CONTRACTOR*

SURETY*

State of California)
County of _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Signature of Notary Public) (Notary Seal)

**LANDSCAPE MAINTENANCE OF THE
COMMON AREAS OF INDIVIDUAL HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE
MAINTENANCE DISTRICTS 22
WITHIN THE CITY OF CALABASAS
JANUARY 2024**

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SECTION E

**COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER
ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22
IN THE CITY OF CALABASAS, CA 91302**

JANUARY 2024

STANDARD SPECIFICATIONS

STANDARD SPECIFICATIONS

COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CA 91302

SECTION 0 – GENERAL PROVISIONS

0-1 STANDARD SPECIFICATIONS

Except as hereinafter provided, the provisions of the Latest Edition of the "Greenbook," Standard Specifications for Public Works Construction (SSPWC), with the latest Supplements, prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, and these modifications thereto are adopted as the Standard Specifications for the Agency. These additional Standard Specifications will be numbered as Sections 0 through 700 per the SSPWC. They will be referred to in the Special Provisions as the "Standard Specifications".

0-2 NUMBERING OF SECTIONS

The numbering of sections and subsections in these modifications are compatible with the numbering in SSPWC. The Special Provisions will be numbered as Sections 700.

0-3 ADDITIONS

Sections which follow are added material not in the SSPWC.

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, AND SYMBOLS

1-2 DEFINITIONS

In case of conflict between the Standard Specifications and the General Provisions Modifications, the General Provisions Modifications shall control.

Agent - Shall include persons and companies retained by the City to perform design and construction services in relation to the Work other than the Contractor.

Acceptance - The formal written acceptance by the Agency of a project which has been completed in all respects in accordance with the plans and specifications and any modifications thereof.

Caltrans Specifications - Caltrans "Standard Specifications" and Caltrans "Standard Plans," July 2007 edition, issued by the State of California Department of Transportation.

City Arborist - Consultant for the City of Calabasas, State of California or their authorized representative.

City - The City of Calabasas, California, as the Agency and Owner.

City Council - City Council of the City of Calabasas, California.

Due Notice - A written notification, given in due time, of a proposed action where such notification is required by the contract to be given a specified interval of time (usually 48 hours or 2 working days) prior to the commencement of the contemplated action.

Engineer - The City Engineer of the City of Calabasas, or their authorized representative.

Groundcover or ground cover – Is any plant that grows over an area of ground. It provides protection of the topsoil from erosion and drought. In an ecosystem, the groundcover/ground cover forms the layer of vegetation below the shrub layer. **It is to be maintained at a height less than 12 inches.**

Geotechnical Engineer - Person licensed to practice Soils Engineering or Geotechnical Engineering pursuant to the laws of the State of California retained by the Agency during construction.

Irrigation System – The hydro-mechanical system for providing irrigation water to landscaped areas. A typical system is downstream from a utility provided water meter and electrical meter, and includes backflow prevention devices, filters, isolation valves, manual and automatic control valves, irrigation heads and devices, an automatic control system, and other devices and appurtenances necessary to provide a complete operating system.

Inspector - The authorized representative of the City Engineer or Landscape Manager.

Landscape Manager – The City Landscape Manager or their representative.

Prompt - The briefest interval of time required for a considered reply, including time required for approval by a governing body.

Standard Plans - Latest edition of the "Standard Plans for Public Works Construction" prepared by the Southern California Chapter of the American Public Works Association.

Soils Engineer - A person licensed to practice Soils Engineering or Geotechnical Engineering pursuant to the laws of the State of California retained by the Agency during construction.

Working Days - A working day is defined as any day, except Sundays, legal holidays on which Calabasas City Hall is closed for business and except days when work is suspended by the Engineer for reasons unrelated to the performance of the Contractor, and provided in Subsections 6-3 and 6-3.1 and days determined to be non-working in accordance with Section 6-7 "Time of Completion," unless permission to work on excluded days is granted by the City.

1-3.3 ABBREVIATIONS

AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
APWA	American Public Works Association
HOA	Homeowners Association Board member or authorized representative
IEEE	Institute of Electric and Electronic Engineers
ISA	International Society of Arborists
LACFD	Los Angeles County Fire Department
LLAD	Landscape Lighting Act District
LMD	Landscape Maintenance District
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
SSPWC	Standard Specifications for Public Works Construction, as specified in Subsection 0-1

SECTION 2 – SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF THE CONTRACT

The City reserves the right to reject any or all proposals.

The award of the Contract, if it is awarded, will be to the most responsible and responsive Landscape Maintenance Company, determined as provided on the Proposal Form, whose proposal complies with all the requirements prescribed. Such award, if made, will be made to the best interest of the City. Refusal or failure to deliver the executed contract, bonds, and insurance in the forms provided in the Contract and approved by the Agency's attorney within the time provided herein shall be cause, at the Agency's option, for the annulment of the award. In such event the Agency may successively award the Contract to the next most responsible and responsive Landscape Maintenance Company until a properly executed Contract, bonds, and insurance is obtained, or it may at any time reject all remaining proposals and proceed as provided by law. The refusal or failure of a successive responsible and responsive Landscape Maintenance Company to execute the Contract may, at the Agency's option, result in an annulment of the award to that Landscape Maintenance Company. The period of time which the award of the Contract

may be made shall be subject to extension for such further period as may be agreed upon in writing between the Agency and the Landscape Maintenance Company concerned.

The Agency reserves the right to waive any irregularities.

Within ten (10) calendar days after the date of the Notice of Award, the Contractor(s) selected to execute this project shall execute and return the following contract documents to the Agency:

- Professional Services Agreement (In Duplicate)
- Faithful Performance Bond (In Duplicate)
- Payment Bond (Duplicate)
- Maintenance Bond (In Duplicate)
- Non-Collusion Affidavit
- Workers' Compensation Insurance Certificate (Two Original)
- Additionally Insured Endorsement (Two Original)
- Public Liability and Property Damage Insurance Certificate (Two Original)

A corporation to which an award is made may be required, before the Contract agreement is executed by the Agency, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-2 CONTRACT BONDS

The **PAYMENT BOND** shall remain in force until thirty five (35) days after the date of recordation of the Notice of Completion. The **FAITHFUL PERFORMANCE BOND** shall remain in force until the date of recordation of the Notice of Completion. The **MAINTENANCE BOND** shall remain in force until one (1) year after the date of recordation of the Notice of Completion.

All Bonds Must Be Accompanied by a Power of Attorney.

2-3 WORK TO BE DONE

The work to be done consists of consists of, but not limited to, landscape maintenance of parkways and median islands including mowing and edging, weeding, sweeping, pruning of shrubs and groundcovers, fertilizing, litter clean-up, tree trimming for clearances, etc.

Any plan or method of work suggested by the Agency or the City's Landscape Manager to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Agency and the City's Landscape Manager shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

2-4 RIGHT-OF-WAY

When the Contractor arranges for facilities temporarily required by him/her, he/she shall provide the Agency with proof that the additional facilities have been left in a condition satisfactory to the property owner(s) of said facility areas prior to acceptance of the work.

The Contractor shall not enter upon any private property for the purpose of conducting any operations required under this contract unless the Contractor has obtained written permission from the affected property owner.

2-5 AUTHORITY OF LANDSCAPE MANAGER AND ENGINEER

The City Engineer:

1. Shall decide any and all questions which may arise as to claims and compensation; and
2. Shall provide control over all insurance and bonds.

The Landscape Manager:

1. Shall have authority to enforce and make effective such decisions and orders as the Contractor fails to promptly carry out;
2. Shall refer any questions or doubts relative to the true meaning of the specifications to the Engineer and City Attorney, whose decision thereon shall be final;
3. **Shall secure any separate contract required to accomplish the work and prevent loss or damage;**
4. Shall decide any and all questions which may arise as to:
 - a. The quality of acceptability of the materials furnished and the work performed;
 - b. The manner of performance;
 - c. The rate of performance;
 - d. The interpretation of the work specifications; and
 - e. The acceptable fulfillment of the contract on the part of the Contractor.
5. Shall direct the inspection and administration of the work;

6. Shall have the authority to implement alternative action either by Agency forces or request separate contract to accomplish the work and prevent loss or damage based upon the urgency of the conditions; and
7. Shall recommend and provide documentation regarding all claims and compensation.

SECTION 3 – CHANGES IN WORK INITIATED BY THE AGENCY

3-1 CHANGES

3-1.1 CHANGES IN AREA

- a. Change in the areas to be maintained may occur as the Agency accepts new areas and/or relinquishes currently maintained areas.

Any and all such changes shall only be made upon written notification in the form of a contract change order (CCO) which shall clearly state the effective date of the change.

This shall apply only to those cases where the unit prices are established in the contract or where the Contractor has submitted an acceptable quotation to the Agency.

- b. Costs for Additions/Deletions

The costs used for computing the changes shall be those stated on the proposal to provide additional work.

The areas shall be taken from the tract maps or improvement plans and shall be based upon horizontal projections of the area.

Any proposal to provide additional work shall also be reviewed and approved by the Landscape Manager before any additional work is performed.

All costs shall be approved by the Agency prior to implementation.

- c. The effective date for all additions/deletions to the workload inventory(s) shall be the first of the month except in an extreme case when mid-month (the 15th) is absolutely necessary.

3-2 EXTRA WORK

3-2.1 Authorization for extra work may be required by the Agency to remedy Acts of God, or civil disturbances within the areas covered by the contract. Extra work may also be

required to perform regular items of work where special conditions dictate that a frequency greater than that specified is necessary.

Extra work may be required by the Agency in order to add new or to modify the existing scope of work and/or workload inventory.

3-2.2 Prior to performing any extra work, the Contractor shall prepare and submit a written description of the work with an estimate of labor, materials, tools and equipment using the unit price list submitted at the time of the RFP.

No work shall commence without the written authorization of the Landscape Manager or his/her representative.

The only exception shall be when a condition exists wherein there is imminent danger of injury to the public or damage to property, in which case a verbal estimate and authorization may be used. Within twenty four (24) hours after verbal authorization, the written estimate with approval shall be prepared.

3-2.3 All Extra Work must receive prior written approval of the Landscape Manager or his/her representative and must be clearly indicated on authorization.

3-2.4 After the approval of work and estimate, the Contractor shall commence work on the specific date established and complete within the time allotted.

3-2.5 Payment

3-2.6 General. Payment for extra work by cost, plus a differential for labor, materials, and equipment shall be considered payment under time-and-materials basis. The labor, material, and equipment provided shall be subject to the approval of the Landscape Manager or their representative and compensation will be determined as provided herein.

3-2.7 Basis of Established Costs

3-2.7(a) Labor

The Contractor will be paid for the cost of labor for the workmen (including supervisor when authorized by the Landscape Manager or their representative) used in the actual and direct performance of the work. The cost of labor whether the employer is the Contractor subcontractor or other forces will be the sum of the following:

3-2.7(b) Actual Wages. The actual wages shall be the unit price for labor or price quoted and shall include any employer payments to or on behalf of the workmen for health and welfare, pension, vacation and similar purposes.

3-2.7(c).2 Labor Surcharge. To the actual wages as defined in Section 3-2.2(a).1 will be added a labor surcharge set forth in the Department of Transportation publication entitled Labor Surcharge and equipment Rental Rates which is in effect on the data upon which

the work is accomplished and which is a part of the contract. Said labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to or on behalf of the workmen other than actual wages as defined in Section 3-3.2.2(a).1 and subsistence and travel allowance as specified in Section 3-3 2.2(a).3.

3-2.7(d) Subsistence and Travel Allowance. The actual subsistence and travel allowance paid to such workmen.

3-2.7(e).4 Landfill (Dump) Fees. All landfill (dump) fee costs are to be verified by the submittal of landfill receipts that must be attached to the invoice.

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General

The Contractor shall guarantee that the entire Work will meet all requirements of this Contract as to the quality of equipment and workmanship. The Contractor, at no cost to the Agency, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within five (5) days after the date of work area abatement. Within this five (5) day period, the Contractor shall also restore to full compliance with the requirements of this Contract any portion of the Work which is found to not meet those requirements. The Contractor shall defend, indemnify and hold the Agency, its officers, agents and employees harmless from claims of any kind due to injuries or damages arising, directly or indirectly, from said defects or noncompliance.

The Contractor shall make all repairs, replacements, and restorations within five (5) business days after the date of the Landscape Manager or his representatives' written notice.

The Contractor shall furnish all the necessary equipment and supplies required to complete the work as specified herein.

SECTION 5 - UTILITIES

5-1 LOCATION

5-1.1 MANDATORY NOTIFICATION PRIOR TO EXCAVATION

The Contractor's attention is direct to Section 4215.5 through 4217 of the Government Code of the State of California. This requires that 2 working days prior to commencing any excavation "Underground Service Alert of Southern California" (USA) shall be notified

by telephone, toll free 1-800-422-4133, for the assignment of an Inquiry Identification Number.

Construction Contractor shall contact the following utility companies at least 5 working days prior to commencing work and shall verify the location of any known utilities and determine whether or not a representative of each company will be present during excavation:

City of Calabasas, Luis Hernandez, Senior Public Works Inspector	(818) 224-1684
Los Angeles County Department of Public Works, Road Maintenance	(310) 456-8014
Los Angeles County Fire Department, Station #68	(818) 222-1107
Los Angeles County Fire Department, Station #125	(818) 880-4411
Los Angeles County Department – Lost Hills/Malibu Sheriff's Dept.	(818) 878-1808
Los Angeles County Sewer Maintenance Division	(323) 233-3330
Los Angeles County Operational Services Division	(626) 458-1700
Las Virgenes Municipal Water District	(818) 251-2100
AT & T	(805) 583-6640
Southern California Edison	(805) 358-8343
Southern California Gas Company	(818) 701-2532
Time Warner Cable	(805) 732-9355
Charter Cablevision, Construction Department, Malibu	(310) 864-9172
T-Mobil	(805) 791-1064

Additionally, the Contractor shall also notify the following local entities of him/her schedule 14 days prior to commencing work, including local refuse collectors, street sweepers, the Post Office, Public Schools and Bus Companies.

Las Virgenes School District	(818) 880-4000
Los Angeles Metropolitan Transportation Authority	(213) 922-6000

5-1.2 Accuracy of Utilities Information

The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

It shall be the Contractor's responsibility to determine the location and depth of all underground facilities, including service connections which may affect or be affected by their operations and they shall include the cost to pothole all utilities within the limits of work in their bid. If an existing utility line which has been marked by Underground Service Alert or is shown on the plans is damaged by the Contractor, the Contractor shall repair the line and bear the cost thereof.

Contractor shall be aware that electrical conduits between street and traffic lights may exist beneath pavement and/or sidewalk in areas where such lights are in place and that said conduits are not shown on these plans.

In the event that the Contractor damages any existing utility lines that are not shown, shown incorrectly or the locations of which are not made known to the Contractor prior to excavation, a telephone call and written report shall be made immediately to the Utility owner and the Landscape Manager or their representative. If directed by the City, repairs shall be made by the Contractor under the provisions for changes and extra work contained in Section 3 of this Specification (Section E).

5-2 DELAYS

SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 WORK SCHEDULE AND COMMENCEMENT OF WORK

Prior to issuing the Notice to Proceed, the Landscape Manager or their representative will schedule and conduct a pre-construction meeting with the Contractor to review the proposed detailed work schedules, discuss methods, provide employee names on crew(s), and clarify inspection procedures.

6-1.1 Notice to Proceed

Within ten (10) working days after the execution of the contract, written Notice to Proceed will be given by the Agency to the Contractor. Notwithstanding any other provision of the contract, the Agency shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of Notice to Proceed whether or not the Agency has knowledge of the furnishing of such work.

6-1.2 Schedule

Before work commences, the Contractor shall establish a schedule of all the tasks to be performed on a weekly basis.

The Contractor shall complete the schedule for each area of work.

The initial schedule shall be submitted on or by the effective date of the contract. Thereafter it shall be submitted weekly on Monday, via e-mail or hand delivered.

Liquidated Damages. Failure to supply the schedule shall result in the deduction and forfeit of Five Hundred Dollars (\$500) from payments to the Contractor for every calendar day the schedules are not received.

Approved changes to the schedule shall be received by the Landscape Manager or designated representative at least twenty four (24) hours prior to the scheduled time for the work.

6-1.3 Performance During Inclement Weather

During the periods when inclement weather hinders normal operations, the Contractor shall adjust his work force but crews are expected to be on-site in order to complete work that is required.

The prime factors in assigning work shall be the safety of the work force and damage to property, in that order.

6-1.4 Performance on Schedule

The Contractor has been provided the maximum latitude in establishing work schedules which correspond to its manpower and equipment resource required to meet the City's expectations. The Contractor has also been provided the opportunity and procedure for adjusting those schedules to meet special circumstances.

Therefore, all work shall be completed as scheduled.

Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.

6-1.4.1 Failure to complete the work as scheduled will result in the following actions:

- a) **Liquidated Damages.** The sum of **\$500 per day** will be deducted and forfeited from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or specifications.
- b) For minor deficiencies: An additional amount equal to the percentage incomplete times the value for each item from the Payment Deduction Schedule will also be deducted from payments to the Contractor.
- c) For major deficiencies: An additional amount equal to the costs incurred by completion of the work by an alternate source whether it be Agency forces or separate private contractor, even if it exceeds the contract unit price, will be deducted. **This may result in a forfeiture of the contractor's faithful performance bond in order to satisfy this claim.**
- d) These actions shall not be construed as penalty but as adjustment of payment to the Contractor for only the work actually performed or as the cost to the Agency for inspection and other related costs from the failure by the Contractor to complete the work according to schedule.

6-2 PROSECUTION OF WORK

Should the Contractor fail to take the necessary steps to fully accomplish said work, after orders from the Landscape Manager or their representative to do so, the Agency for reasons of liability and responsibility to the citizens of this City

may terminate this contract within ten (10) days written notice and during termination, the City may contract with another landscape maintenance company to maintain work on schedule as necessary.

6-2.1 Deficient Performance. The Contractor shall be notified both verbally and in writing each time its performance is unsatisfactory and corrective action is necessary. Once the contractor has breached the contract a minimum of three (3) times, the City may exercise its right to act as stated above.

The Contractor shall complete corrective action within **five (5) working days** from the time specified subsequent to verbal notification:

Failure to correct the deficiency within the time specified shall result in the deduction of payment as provided on Payment Deduction Schedule and/or termination of the contract as stated above.

6-2.2 Termination. If it is determined by the Landscape Manager that the Contractor is deficient in work, the Contractor will be terminated according to the provisions of this Specification and/or Professional Services Agreement.

6-3 SUSPENSION OF WORK

6-3.1 General.

For reasons to include, but not limited to, extreme flooding, it may not be possible to continue work on areas originally included in the contract work.

In these cases, the work in these areas may be suspended until such time as the area is again in such condition that maintenance operations may be resumed.

Costs to be deducted from normal payments will be computed in considering the extent of the negative impact or damage to property.

6-4 TERMINATION OF CONTRACT

For the convenience of the Agency, and because of the nature of the work, and based on discontinued need for the work or reductions in funding, the contract may be terminated upon thirty (30) days written notice from the Agency, where after a prompt and fair settlement will be made with the Contractor based on actual expenses and reasonable profit, not to include anticipated profit. **(Note: this is only for funding availability instances and not for deficient performance).**

The Contract may be terminated with or without cause by the Agency at any time with no less than thirty (30) days written notice of such termination **unless Contractor is found to be illegally disposing of debris, which will be cause for immediate termination**

of this Contract. In the event of such termination, the Contractor shall be compensated for such services up to the date of termination. Such compensation for work in progress would be pro-rated as to the percentage of progress completed at the date of termination.

If it is determined by Landscape Manager that Contractor is deficient in work, the Contractor will be terminated according to the provisions of this Specification.

This contract may be terminated by the Contractor only by providing the Agency with written notice no less than ninety (90) days in advance of such termination.

Hiding debris by dragging or dumping it into surrounding open space areas will not be allowed. This Activity will be considered immediate breach of contract.

6-5 DELAYS AND EXTENSION OF TIME

6-5.1 GENERAL

6-5.1.1 Notice of Delays

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, they shall notify the Landscape Manager or their representative in writing of the probability of the occurrence of such delay and its cause in order that the Landscape Manager or his representative may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Landscape Manager or their representative at the time of their occurrence and found by them to have been unavoidable.

The Contractor shall make no claims for any delay not called to the attention of the Landscape Manager or their representative at the time of its occurrence as an unavoidable delay.

6-5.1.2 Avoidable Delays

Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of the Landscape Manager or their representative would have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor. The following shall be considered avoidable delays within the meaning of the contract:

- 1) Delays in the prosecution of parts of the work which may in themselves be

unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work or the completion of the whole work within the time herein specified; and,

- 2) Reasonable interference of other contractors employed by the Agency and/or other contractors working in the area which do not necessarily prevent the completion of the whole work within the time agreed upon.

6-5.1.3 Extension of Time

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with Paragraph 6-9.1. The Agency, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in their best interest to do so. During such extension of time, the Contractor will be charged for inspection services and other costs as provided in Paragraph 6-6.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

6-5.1.4 Compensation to Agency for Extension of Time

Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-6.1.3 shall be the actual cost to the Agency for inspection, general supervision, and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

6-5.1.5 Written Notice And Report

Requests for an extension of time must be delivered to the Agency within five (5) consecutive calendar days following the date of the occurrence which caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. This shall be included as part of a revised construction schedule required in Section 6-1. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor which would support the extension of time requested. Requests for extensions of time which are not received within the time specified above shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of weather, they shall supply daily written reports to the Agency's representative describing such weather, and the work which could not be performed that day because of such weather or conditions resulting therefrom and which they otherwise would have performed.

6-6 TIME OF COMPLETION

6-6.1 Term

The term of the Agreement shall be for three (3) calendar years. All maintenance work shall commence by September 1st of each year, weather permitting.

6-6.2 Working Days

The Contractor's activities shall be confined to the hours between 7:00 a.m. and 4:00 p.m., Monday through Saturday and around schools, between 9:00 a.m. to 2:00 p.m. **In addition, no work shall be performed by the Contractor on Sunday or Holidays without express authorization from the City and/or the HOA(s) or properties affected. (See Section E, 708-1)**

Deviations from these hours will not be permitted without the prior consent of the Landscape Manager, except in emergencies involving immediate hazard to persons or property.

FAILURE OF THE CONTRACTOR TO ADHERE TO THESE RESTRICTIONS WILL RESULT IN DAMAGES BEING SUSTAINED BY THE CITY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE. FOR EACH OCCURRENCE OF A WORKING DAY OR HOURS VIOLATION, AS PROVIDED HEREIN, THE CONTRACTOR SHALL PAY TO THE AGENCY, OR HAVE WITHHELD FROM MONIES DUE TO IT, THE SUM OF ONE THOUSAND DOLLARS (\$1,000).

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT ONE THOUSAND DOLLARS (\$1,000) PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGED CAUSED BY FAILURE OF THE CONTRACTOR TO LIMIT PERFORMANCE OF THE WORK BETWEEN THE ALLOTTED TIMES, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

6-7 COMPLETION AND ACCEPTANCE

6-7.1 General Guaranty

The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of sixty (60) days after payment that the Contractor will remedy such defect within five (5) working days of notice of defect. Overall, the contractor shall guarantee the work for a period of one (1) year from date of final acceptance of all work. The Agency will give notice of observed defects with reasonable promptness.

6-8 LIQUIDATED DAMAGES

The sum of Five Hundred Dollars (\$500) per day will be deducted and forfeited from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or specifications. This shall include Five Hundred Dollars (\$500) per day for each work area which is not completed per the maintenance schedule.

6-9 GUARANTEE

The Contractor shall warrant and guarantee the entire Work and all parts thereof, including that performed and constructed by subcontractors, and others employed directly or indirectly on the Work, against faulty or defective materials, equipment or workmanship for the maximum period provided by law. In addition thereto, for a period of one (1) year commencing on the date of acceptance of the Work, the Contractor shall, upon the receipt of notice in writing from the Agency, promptly make all repairs arising out of defective materials, workmanship or equipment and bear the cost thereof. The Agency is hereby authorized to make such repairs and the Contractor and Surety shall bear the cost thereof if, ten (10) days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence the repairs; provided, however, that, in the case of an emergency where, in the opinion of the Agency, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor or Surety, and all expense in connection therewith shall be charged to the Contractor and Surety.

For the purpose of this article "Acceptance of the Work" shall mean the acceptance of the work by the Agency in accordance with Subsection 6-8 but not for the purpose of extinguishing any covenant or agreement or agreement on the part of the Contractor to be performed or fulfilled under this Contract which has not in fact been performed or fulfilled at the time of such acceptance all of which covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

6-10 DISPUTES AND CLAIMS

6-10.1 General

Any and all decisions made on appeal pursuant to this Subsection 6-12 shall be in writing. Any "decision" purportedly made pursuant to this Subsection 6-12 which is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

Nothing in this subsection shall be considered as relieving the Contractor from their duty to file the notice required under Subsection 6-13 or other duties required by the Contract Documents.

6-10.2 Administrative Review

Request for review made to the Landscape Manager or their representative shall be made in writing with supporting evidence attached.

Each request for review shall be submitted by the Contractor within twenty-one (21) calendar days of receipt of the decision which they wish.

Prior to demand for arbitration, the Contractor shall exhaust their administrative remedies by attempting to resolve their dispute or claim with Agency's staff in the following sequence:

1. Landscape Manager
2. City Engineer

Should the City fail to address a request by the Contractor for review of a disputed decision within fourteen (14) calendar days after receiving such request, the Contractor may proceed directly to the Landscape Manager or their representative. At the option of the Agency, the person to whom the request for review is directed may elect to take such request to a higher level and the Contractor's request shall be deemed to be properly submitted to such higher level.

The Landscape Manager or their representative shall address disputes or claims within twenty-eight (28) calendar days after receiving such request and all necessary supporting data. The Landscape Manager or their representatives' decision on the dispute or claim shall be the Agency's final decision.

6-10.3 Arbitration

Claims and disputes arising under or related to the performance of the contract, except for claims which have been released by execution of the "Release on Contract" as provided in Subsection 9-4, shall be resolved in arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in court of competent jurisdiction. Arbitration shall be conducted, to the extent feasible, pursuant to Chapter 3 (Sections 301-393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except that references therein to the "State Contract Act" shall be construed to mean "applicable law" and "Public Agency", or "Department" shall be construed to mean "Agency" as defined in Subsection 1.2. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence, and in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Demand for Arbitration. A Demand for Arbitration by the Contractor shall be made not later than one hundred eighty (180) calendar days after the date of the final written decision of the Agency on the claim or dispute.

All contracts valued at more than Fifteen Thousand Dollars (\$15,000) between the Contractor and his/her Subcontractors and Suppliers shall include a provision that the Subcontractors and Suppliers shall be bound to the Contractor to the same extent that the Contractor is bound to the Agency by all terms and provisions of the Contract, including these arbitration provisions.

6-11 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Landscape Manager or their representative, or the happening of any event, thing or occurrence, unless the Contractor shall have given the Landscape Manager or their representative due notice in writing, of the potential claim as hereinafter specified, provided, however, that compliance with this Subsection 6-12 shall not be a prerequisite as to any claim which is based on differences in measurements or errors of computation as to the Contract quantities.

Additionally, this Subsection 6-13 shall not supersede the specific notice and protest requirements of Subsection 3-4 "Changed Conditions" and Subsection 6-7.3 "Contract Time Accounting" respectively.

A written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. A notice as above required must have been given to the Landscape Manager or their representative prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Landscape Manager or their representative, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this Subsection 6-13 that differences between the parties arising under and by the virtue of the Contract be brought to the attention of the Landscape Manager or their representative at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

6-12 REDUCTION

This contract may be reduced in scope and quantity by the Agency without liability for damages, if and when funding reduction are enacted by law, or action of the public, Federal or State authorities.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTORS EQUIPMENT AND FACILITIES

A noise level limit of eighty five (85) dba at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not.

The use of excessively loud warning signals shall be avoided except in those cases where required for the protection of personnel.

The Contractor shall arrange and maintain a secure storage site for all equipment and materials. All equipment and unused materials shall be returned to this site at the end of each workday. **Contractor yard to be located no further than thirty (30) miles from Calabasas City Hall.** (Contractor to identify location and notify Landscape Manager.)

The Contractor shall use standard heavy-duty equipment. The equipment shall not be older than equipment model year 2010 to meet air pollution and noise standards. This equipment shall be utilized for Agency maintenance throughout the term of the contract and shall meet Southern California Clean Air Standards (find and reference standards) at all times.

Older equipment may be substituted for periods not-to-exceed five (5) days at such times when the newer equipment is temporarily out of service for reasons of maintenance or repair. **The agency must be notified in writing of this substitution prior to the older equipment being used.** Requests to substitute older equipment for periods in excess of five (5) days shall be submitted in writing to the Landscape Manager or their representative for approval.

7-1.2 Equipment Maintenance. All equipment used by the Contractor shall be kept in neat and clean appearance, maintained in top mechanical condition, and properly adjusted from an operational and safety standpoint. The Contractor shall at all times maintain adequate standby equipment to be used in the event of equipment breakdown.

7-1.3 Equipment Storage. The Agency does not have sites suitable for storage of Contractor's equipment. The Contractor is responsible to make storage arrangements.

7-1.4 Transportation. All tools, equipment, and labor are to be transported in Contractor's vehicles which shall be clearly marked with the Contractor's name and logo, and maintained in a neat and clean condition.

No personal vehicles shall be permitted at any site of work, nor shall any personal vehicle be used to transport workers, tools, or equipment to or between sites of work.

Personal vehicle shall mean any vehicle not directly owned or leased by the Contractor or its subcontractors and not displaying its business affiliation.

7-2 LABOR

7-2.1 General

7-2.1.1 Personnel

Supervisors: The Contractor shall provide supervisors who shall communicate the English language effectively both written and verbally, and who shall be present at all times during contract operations. Any order or communication given to these supervisors shall be deemed as delivered to the Contractor.

Workers: No workers shall be employed on any work under these Specifications who is found to be incompetent, disorderly, troublesome, intemperate, or otherwise objectionable. Any employee who fails or refuses to perform the work properly and acceptably, as determined by the Landscape Manager or their representative, shall be discharged immediately and not re-employed on the work site.

Workers must have passed a background check, including fingerprinting and drug testing. This information must be available on request.

Uniform: Contractor shall provide uniform and name badges for all field personnel which shall be available for inspection at all times during performance of the work. Proper uniform includes shirts with long or short sleeves with company name visible, and safety boots (no sandals or tennis shoes). Refer to Section E for additional information.

7-2.2 Laws

Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall keep an accurate record showing the name, occupation, and the actual per diem wages paid to each worker employed by him/her in connection with the work. The record shall be kept open at all reasonable hours to the inspection of the body awarding the Contract and to the Division of Labor Law Enforcement.

7-2.3 Records. Contractor shall maintain an accurate record showing name, employee number, classification, actual hours worked, and actual wages and benefits paid per diem to each employee.

These records shall reflect all workmen engaged in the performance of the work in accordance with the provisions of Section 2 1776, 1812, and 1852 of the Labor Code.

Said records shall be available upon request of the Agency and shall be retained for a minimum of three (3) years by the Contractor.

7-3 LIABILITY INSURANCE

7-3.1 General. CONTRACTOR and AGENCY agree that Agency, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by

the parties to be interpreted and construed to provide the fullest protection possible under the law to the Agency. CONTRACTOR acknowledges that AGENCY would not have entered into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect AGENCY as set forth here.

7-3.2 To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless AGENCY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorney's fees incurred by AGENCY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by the AGENCY.

7-3.3 Without affecting the rights of AGENCY under any provision of this agreement or this section, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY as set forth above for liability attributable to the sole fault of AGENCY, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

7-3.4 This exception will apply only in instances where the AGENCY is shown to have been solely at fault and not in instances where CONTRACTOR is solely or partially at fault or in instances where AGENCY's fault accounts for only a percentage of the liability involved. In those instances, the obligation of CONTRACTOR will be all-inclusive and AGENCY will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the AGENCY.

7-3.5 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

7-3.6 The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

7-3.7 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

7-3.8 Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

7-3.9 CONTRACTOR agrees to provide insurance in accordance with the requirements as set forth here. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

7-3.10 Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. (Total limits shall be not less than two million dollars **(\$2,000,000.00)** per occurrence for all coverages and two million dollars **(\$2,000,000.00)** general aggregate.) AGENCY and its officers, agents and employees shall be named as additional insureds using ISO additional insureds endorsement form CG 20 10 11 85 (in no event will AGENCY accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to AGENCY or any employee or agent of AGENCY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum of \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

Each policy of insurance shall contain a clause prohibiting cancellation, modification or lapse without thirty (30) days prior written notice having been given to the City. All insurance policies shall be subject to approval by the City Attorney and certificates evidencing such policies shall be provided to the City concurrently with the filing of all required bonds.

7-3.11 Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92, including symbol 1 (Any Auto). Limits shall be no less than two million dollars **(\$2,000,000.00)** per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

7-4 WORKERS' COMPENSATION INSURANCE

7-4.1 Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the AGENCY, its officers, agents or employees.

7-4.2 CONTRACTOR and AGENCY further agree as follows:

7-4.2.1 This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

7-4.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

7-4.2.3 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the AGENCY or its operations limits the application of each insurance coverage.

7-4.2.4 Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.

7-4.2.5 For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

7-4.2.6 All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR's agents, officers or employees from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against AGENCY.

7-4.2.7 Unless otherwise approved by AGENCY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

7-4.2.8 In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR. Upon CONTRACTOR's failure to make such reimbursement within thirty (30) days of written demand, AGENCY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.

7-4.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide thirty (30) days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

7-4.2.10 CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within seventy two (72) hours of the expiration of the coverages.

7-4.2.11 Any actual or alleged failure on the part of AGENCY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of AGENCY or any additional insured, in this or any other regard.

7-4.2.12 CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of AGENCY, will reserve the right to charge back to AGENCY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of AGENCY will be submitted to AGENCY for review. Failure of AGENCY to request copies of such agreement will not impose any liability on AGENCY, its officers, agents, or employees.

7-4.2.13 If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operations are insurers.

7-4.2.14 CONTRACTOR agrees to provide immediate notice to AGENCY of any claim or loss against CONTRACTOR that includes AGENCY as a defendant. AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

7-5 PERMITS

Prior to the start of any work, the Contractor shall apply for and receive any applicable City, County, State, and Federal permits.

7-6 COOPERATION AND COLLATERAL WORK

Contractor shall coordinate their work so as to minimize disruption to ongoing or scheduled private development projects in the project area.

7-7 PROJECT SITE MAINTENANCE

7-7.1 Cleanup and Dust Control

7-7.1.2 Work Area Appearance

The Contractor shall maintain a neat appearance to the Work. All unsuitable construction materials and rubbish and debris shall be regularly removed from the job site, be transported to a suitable location, and be disposed of in a proper and legal manner.

In any area visible to the public, the following shall apply:

1. Debris developed or encountered during work shall be legally disposed of daily.
2. Contractor shall furnish means for storage and legal disposal of all debris developed or encountered.
3. **Illegal storage or disposal of debris is grounds for immediate termination of the Contract.**

7-7.2 Sanitation. The Contractor shall furnish portable sanitary facilities for its workers, as necessary.

7-8 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall relocate, repair, replace or reestablish all existing improvements within the project limits (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, survey monuments, landscaping, etc.) which are damaged or removed as a result of the Contractor's operations.

The Contractor shall mark, as approved by the Landscape Manager or their representative, all survey monuments, manholes, valves, substructures, or other items which are visible on the surface and will be covered by his operations. This shall be completed prior to the start of that operation and approved by the Landscape Manager or their representative.

Relocations, repairs, replacements or reestablishment shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following.

All damage incurred to existing facilities by the Contractor's operations shall be repaired or replaced at Contractor's expense.

7-9 PUBLIC CONVENIENCE AND SAFETY

Lane transitions shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) and the MUTCD California Supplement, Section C6.08, "Tapers."

Traffic deviations, detours, and roadway closure plans shall be coordinated and approved by City Public Works a minimum of 24 hours in advance of implementation.

The following requirements shall be included:

1. Attention is directed to Section 7-10 Public Convenience 7-10.4 Public Safety and 7-10.3 Street Closures of the Standard Specifications.
2. Traffic control shall be coordinated for the minimum inconvenience and maximum safety of the public during the construction period and in accordance with these Specifications.
3. The Contractor shall furnish install maintain and remove all traffic controls signs barricades lights and devices required for traffic and pedestrian control and in addition shall furnish all flagmen necessary for the safety of traffic through the site. The Contractor shall be fully responsible for all traffic and pedestrian safety controls during the construction period.
4. All existing road signs removed during landscape maintenance will be temporarily reset on the same day the sign is removed. The Contractor shall notify the Agency forty-eight (48) hours in advance of the time required to remove or permanently reset all roadside signs.
5. The Contractor shall erect temporary screen barriers to prevent dirt, rocks and other debris from being projected at structures, moving and parked vehicles, et cetera.

7-9.1 Traffic and Access

The Contractor will be required to maintain at least one lane of traffic in each direction through the project area at all times in a manner satisfactory to the Senior Public Works Inspector.

7-9.1.2 Parking Restrictions and Posting for Tow Away

No Parking signs posted by the Contractor shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color shall be white and letters shall be printed in red water resistant ink, except day, date, and time of restriction may be printed in black water resistant ink. The signs shall be printed with the words "Tow Away" and "No Parking" with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, dated, and time of the particular restriction shall be printed or attached below the above mentioned wording in characters of not less than 2.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written out or properly abbreviated with three to four letters; date or dates or restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

Signs shall be mounted such that the wording "No Parking" are at an elevation at least three (3) feet above the adjacent flow line. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the Contractor. The signs shall be placed as needed to control the parking of cars within the construction zone; signs shall be placed at intervals of seventy five (75) feet or less along each side of the roadway.

Signs shall be posted and maintained by the Contractor for a period of seventy two (72) hours prior to the restrictions becoming effective. The Contractor may only post parking restrictions which are effective for the duration of the Work. Upon completion of the Work, all signs, stakes, and barricades shall be promptly and completely removed and disposed of by the Contractor. The Contractor shall promptly reset or replace all damaged or defective signs.

DEVIATIONS FROM THE REQUIREMENTS OF THIS SUBSECTION WILL BE PERMITTED ONLY ON PRIOR CONSENT OF THE LANDSCAPE MANAGER OR HIS REPRESENTATIVE. FAILURE OF THE CONTRACTOR TO ADHERE TO THE REQUIREMENTS OF THIS SUBSECTION, OR FAILURE OF THE CONTRACTOR TO COMPLETE HIS DAILY SCHEDULE ONCE "TEMPORARY NO PARKING" SIGNS HAVE BEEN POSTED, WILL RESULT IN DAMAGES BEING SUSTAINED BY THE CITY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE. FOR EACH OCCURRENCE OF A VIOLATION, AS PROVIDED HEREIN, THE CONTRACTOR SHALL PAY TO THE AGENCY, OR HAVE WITHHELD FROM MONIES DUE TO IT, THE SUM OF ONE THOUSAND DOLLARS (\$1,000).

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT ONE THOUSAND DOLLARS (\$1,000) PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGE CAUSED, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR.

7-9.2 Street Closure, Detours, Barricades

For all traffic control barricades, signs and devices used by the Contractor shall conform to the latest Manual on Uniform Traffic Control Devices (MUTCD) and the MUTCD California Supplement, Section C6.08, "Tapers."

Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the Agency will at its option place needed devices or engage a private firm to place and maintain said barricades, which will be charged to the Contractor directly. The City may also choose to stop work if the Contractor fails to provide adequate traffic control or safety barricades. If this occurs the Contractor may incur a fine of (\$500.00).

Full street closures will not be allowed prior to City Council approval.

7-9.3 Public Safety

7-9.3.1 Contractor agrees to perform all work outlined in this contract in a manner to meet all accepted standards for safe practices during operations and to maintain safe conditions or premises and right-of-ways at all times including safely stored equipment machines materials or debris protected excavations or other hazards consequential or related to his work. Contractor agrees additionally to accept the sole responsibility for complying with all local County, State, and other legal requirements including, but not limited to, full compliance with the interest and terms of the applicable OSHA and Cal/OSHA safety orders at all times to protect all persons, including Contractor's employees agents of the Agency vendors members of the public or others from foreseeable injury or damage to their property.

All conditions and occurrences out of the norm shall be initially and immediately reported by the Contractor by phone followed by confirmation in writing to the Landscape Manager or their representative including, but not limited to, accidents injuries damages crimes thefts vandalism hazards etc.

The Contractor shall be responsible from the time of beginning operations for all injury or damage of any kind resulting from said operations to persons or property regardless of who may be the owner of the property. In addition to the liability imposed upon the Contract on account of personal injury (including death) or property damage suffered through the Contractor's negligence the Contractor assumes the obligation to save the Agency harmless and to indemnify the Agency from every expense liability or payment arising out of or through injury (including death) to any person or person or damage to

property (regardless of who may be the owner of the property) of any place in which work is located or connected therewith arising out of or suffered through any act of omission of the Contractor any subcontractors or anyone directly or indirectly employed by or under the supervision of Contractor or subcontractor in the prosecution of the operations included in this contract.

7-10 Laws to be Observed

7-10.1 Air Pollution. In accordance with the provisions of Sections 11017 and 14381 of the Government Code, the Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL.

The Contractor shall maintain an office or base of operations within 30 miles of the Calabasas Civic Center located at 100 Civic Center Way (*old street name: Park Sorrento*). The Contractor shall maintain a telephonic communications system such that:

24-hour emergency notification is possible: (800) _____.

All calls are returned within 4 hours.

All calls are toll free from the City of Calabasas.

SECTION 9 – MEASUREMENT AND PAYMENT

9-1 PAYMENT

For all the services listed in the Cost Breakdown Schedule(s) the Contractor is obligated to perform under the terms of this contract, the City shall pay to the Contractor the sum of the Unit prices, per the Cost Breakdown schedules.

The Contractor shall present a demand for payment to the Finance Department no later than the fifteenth (15th) day of the month following the month for which payment is sought. The City's check for payment shall be mailed, unless Contractor wishes to have the check picked up by an authorized representative. The amount paid to Contractor each month for the Landscape Maintenance herein provided shall be the total compensation payable.

An adjustment will be made for addition or deletion of landscape maintenance tasks affecting the responsibilities of this contract.

Payment for conforming to all the provisions of the Contract Documents shall be considered to be included in the Contract unit prices for the items of Work bid and shall

include all costs for labor materials, and equipment required for the execution of the Work unless otherwise set forth.

9-1.1 Partial and Final Payment.

9-1.1(a) Partial and Final Payment.

Retained Percentage. The Agency will retain five (5) percent of any progress payment to a maximum of ten (10) percent of the total annual contract amount as retention for the protection and payment of any person or persons, mechanics, subcontractors, or material men who shall perform any labor upon the contract or work hereunder, and all persons who shall supply such person or persons or subcontractors with components and supplies for carrying on such work. Retention can also be used for correction of defective work if Contractor refuses to perform corrective work after being so directed by Agency. Retention will be released to the Contractor thirty five (35) days after acceptance of the work by City Council and the filing of a Notice of Completion.

A final balancing change order will be issued prior to submission of final pay request, to incorporate all quantity variances from bid quantities into the final contract amount.

In accordance with Section 22300 of the California Public Contract Code, the Contractor will have the option of posting securities of equal or greater value in lieu of a cash retention.

9-1.1(b) Invoicing. Upon completion and approval of each work area, the Contractor shall submit to the Landscape Manager a completely itemized invoice based on work completed.

- a. Invoices shall be submitted on standard Company letterhead forms and shall state:
 1. Invoice number
 2. Invoice period (dates)
 3. Total amount requested
 4. Breakout, by category/address/designated work area, all work done on each invoice submitted.
- b. Attached to each work area invoice shall be a copy of the Field Inspection Report provided herein in Appendix A which shall be complete and accurately reflect work performed along with photographs. These photos shall be before and after photos to the work area. These before and after photos shall have been taken from the

same area so that it can be clearly recognized that the work has been completed (See section E for additional information).

Payment will be made subject to approval by the Landscape Manager and City.

9-1.1(c) Deductions. Deductions from monthly performance payments shall be divided into four categories.

a. Performance on Schedule:

1. Failure of the Contractor will result in damages in the additional inspection, administration and complaints by the public being sustained in the Agency.
2. The sum of five hundred dollars (\$500) per day will be deducted and forfeit from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or specifications.

b. Minor Deficiencies:

1. An additional amount equal to the percentage incomplete times the value of each unit.
2. On certain activities the Contractor will be granted partial payment when it completes the work after the schedule time yet still within acceptable limits.

c. Major Deficiencies:

1. An additional amount equal to the costs incurred by completion of the work by an alternate source whether it be by Agency forces or separate private contractor, even if it exceeds the contract unit price, will be deducted and forfeit from payments to the Contractor.
2. Whenever immediate action is required to prevent impending injury, death, or property

damage, and precautions which are not reasonably expected to be taken, Agency may, after reasonable attempt to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may deduct such cost from any amount due or to become due from Agency. Agency action or inaction under such circumstances shall not be construed as relieving the Contractor or its surety from liability.

d. Inspection/Administration Cost Limitation – Section 2-10.

These actions shall not be construed a penalty but as adjustment of payment to the Contractor for only the work actually performed, or as the cost to the Agency for inspection and other related costs from the failure of the Contractor to complete the work according to schedule.

9-1.2 Annual Contract Cost Adjustment

9-1.2.1 Guidelines.

- a. After the first year of the contract, and at the beginning of each Fiscal Year (July 1) thereafter, at the sole discretion of the Agency, the contract may be adjusted based on the current Consumer Price Index.
- b. In the event the Contractor believes he/she has experienced contract costs exceeding the automatic CPI-U percent change, the Contractor may request an adjustment of prices given based on the following categories and submittal requirements:

The requested increase and all supporting documentation shall be submitted a minimum of seventy-five (75) calendar days prior to the annual contract effective date to allow for review and processing to be effective on the annual effective date. All such increase requests shall be based on actual, not anticipated, increases. Once an adjustment is made, it shall remain in effect during the subsequent term of the contract. All increases shall be evaluated in terms that are in effect at the time of the request. At no time shall an individual increase be granted that exceeds ten (10) percent of the total contract base price.

9-1.2.2 Categories

- a. Labor. Any increase in labor cost shall only be granted in the event that the State of California Department of Labor

Relations mandates that an increase of the general prevailing wage set at the beginning of the contract be paid.

- b. Disposal Costs. Cost adjustment provision shall apply only to cost increases for disposal.
- c. Equipment. Cost adjustment provision will apply to Contractor owned and operated equipment and rental equipment.

9-1.2.3 Submittal Documentation

- a. Labor. Requirement changes by Department of Industrial Relations.
- b. Materials and Equipment
 - 1. Cost or rental rate at the start of the evaluation period.
 - 2. Cost or rental at the end of the evaluation period.
 - 3. Cost shall be based on rental rates listed in the California Department of Transportation Publication titled "Labor Surcharge and Equipment Rental Rates."

Individual pieces of equipment or tools not listed in said publications and having a replacement value of two hundred dollars (\$200) or less whether or not consumed by use shall be considered to be small tools and no payment will be made therefore

The rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind depreciation, storage, insurance, and all incidentals.

9-1.2.4 Review Procedure

- a. The Landscape Manager or their representative will review the cost adjustment request.
- b. If the Agency's proposed adjustment and the Contractors request are substantially different the Contractor will be requested to supply additional

supportive data.

- c. The Agency will then finalize and implement the cost adjustment through change order effective on the annual contract effective date.
- d. The decision by the Agency will be final.

SECTION F
**COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER
ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22
IN THE CITY OF CALABASAS, CA 91302**

JANUARY 2024

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SPECIAL PROVISIONS

COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CA 91302

700 RESPONSIBILITIES OF THE CONTRACTOR

700-1 GENERAL

General responsibilities and administrative requirements shall comply with the Standard Specifications for Public Works Construction (SSPWC), 2006 edition, including annual supplements, the general provisions modifications and these Special Provisions. Although all sections of the 2006 SSPWC are equally applicable to this contract, the Agency directs Contractor to be aware of Section 212 (Landscape and Irrigation Materials) and Section 308 (Landscape and Irrigation Installation) of the SSPWC.

700-2 EMERGENCY INFORMATION

The Contractor shall provide the Landscape District Manager with the following information in writing and submit it with the signed contract, contract bonds, and certificates of insurance:

1. Name of authorized representative at the job site.
2. **Address and telephone number where the above person can be reached 24 hours a day.**
3. Address of the nearest office of the Contractor, and the name and telephone number of a person at that office who is familiar with the project.
4. Address and telephone number of the Contractor's main office and the name and telephone number of the person at that office familiar with the project.

700-3 SUBMITTALS

700-3.1 Monthly Record

As required by law, the Contractor shall submit to the County Agricultural Commissioner's office, a monthly record of all Disease Control, Insecticides, Rodenticides and Herbicides used on the contract.

700-3.2 Soils Tests

Soils tests will be obtained and tested at the request of the Agency. The Contractor will not receive payment for soils tests performed without Agency authorization.

700-3.3 Substitute Products

Equipment or products which do not conform to project drawings, specifications, or as specified herein, must be submitted to and approved in writing to the Agency prior to installation.

700-3.4 Routine Maintenance Checklist

The Contractor shall diligently accomplish the tasks set forth in the Annual Maintenance Schedule in Appendix A. Routine maintenance tasks shall be fulfilled in the frequency indicated therein. Adherence to the schedule will be monitored, reviewed, and verified each month.

700-3.5 Quality Control Plan

The Contractor shall develop and submit a Quality Control Plan to ensure that all contracts are performed at the required intervals and conform to the specifications and appropriate standards (see Appendix A).

700-4 DRESS CODE

The Contractor shall be responsible for having all employees wear a proper uniform. All employee's hair, beard, and dress shall be well-groomed. The proper uniform includes:

1. Employee badges including name and photograph are to be worn at all times.
2. Shoes - Safety boots or shoes in good condition. No sandals or tennis shoes shall be worn on the job.
3. Shirts - All workers shall wear uniform shirts with long or short sleeves with the Contractor's company name or other identifying marks. All shirts shall remain buttoned; non-uniform T-shirts and tank tops are not acceptable.

700-5 TRAFFIC AND ROAD SIDE SIGNS

All trees, shrubs, groundcover, etc., shall be kept trimmed to keep all signs clearly visible to traffic at all times.

700-6 EQUIPMENT AND LABOR

The Contractor shall at all times furnish and maintain sufficient labor and equipment to perform the work of this contract.

The equipment shall be subject to the inspection and approval of the City.

700-7 STANDARDS OF PERFORMANCE

All other portions of these Specifications notwithstanding, it is agreed that the intent of this contract is to provide a level of maintenance that will present a pleasing and desirable appearance at all times. The Contractor shall provide the LMD Manager or their representative a copy of all work records and receipts of materials used on work sites covered by this contract.

The Landscape District Maintenance Manager:

1. Shall consult with the City attorney to decide any and all questions which may arise as to claims and compensation;
2. Shall have authority to enforce and make effective such decisions and orders as the Contractor fails to promptly carry out;

3. Shall refer any question or doubt relative to the true meaning of the Specifications to the City Attorney, whose decision thereon shall be final;
4. Shall secure any separate contract required to accomplish the work and prevent loss or damage;
5. Shall decide any and all questions which may arise as to:
 - a. The quality or acceptability of the materials furnished and the work performed.
 - b. The manner of performance.
 - c. The rate of performance.
 - d. The interpretation of the work specifications.
 - e. The acceptable fulfillment of the contract on the part of the Contractor.

City Financial Officer shall provide control over all insurance and bonds.

700-8 DAMAGE REPAIR

700-8.1 Authorization. Approximately 85 to 90 percent of all damage/repair work required in performance of landscape maintenance occurs with the irrigation system. Prior to the start of any damage/repair work, the Contractor shall obtain written authorization from the LMD. The Contractor shall then complete repairs within 12 hours after approval on major components, and within 48 hours after approval on sprinkler heads and minor items. No approval or compensation will be granted for any damage caused by the Contractor's operations and/or negligence.

Negligence shall include, but not be limited to, insufficient watering; inadequate control of insects, pests, snails, rodents, or disease, or tree blow-down due to improper staking, tying, or guying.

700-8.2 Cost Criteria. The Contractor shall include in the respective bid item the costs for furnishing and installing each item complete to include all labor, materials, tools, and overhead.

700-8.3 Invoices. All invoicing shall comply with the requirements of Section 9-3.2. At the end of each month, the Contractor shall submit a separate invoice which shall break out costs of each incidence of damage/repair completed during that month, including physical location of work performed. Attached to each invoice shall be a copy of the Monthly Invoice Damage/Repair form provided by the Agency which shall be complete and accurately reflect work performed. Copies of all damage/repair authorizations shall be attached to the invoice.

700-8.4 All repairs shall be completed within the following time limits.

Irrigation or utility damage shall be repaired prior to the end of the workday.

All damage to facilities, shrubs, trees, or turf shall be repaired or replaced within 5 working days.

700-8.5 All damage repairs shall be completed in accordance with the following:

- a. **Turf.** Damage to any turf area shall be corrected by replacement with sod (not reseeding).

b. **Trees**

- 1) Minor damages such as bark lost from impact of mowing equipment shall be remedied under the supervision of a Certified Arborist.
- 2) If said damage results in loss of a tree, the damaged tree shall be removed, replaced; and paid for by the Contractor. The species and size of the tree shall be determined by the LMD manager.
- 3) **No line trimming shall be done at base of trees or around wood posts.**

c. **Shrubs**

- 1) Minor damage may be corrected by appropriate pruning.
- 2) Major damage shall be corrected by removal of the damaged shrub and replacement with the species and size shall be determined by the LMD manager.

700-8.6 Chemical Damage. All damage resulting from chemical operations either spray drift of lateral leaching shall be repaired in accordance with the above.

700-8.7 All repairs shall meet the approval of the LMD Manager.

701 GENERAL MAINTENANCE CARE AND PROCEDURES

701-1 LICENSING

All necessary permits and approvals shall be obtained by the Contractor.

701-2 EXISTING UTILITY IMPROVEMENTS

All work performed which may affect existing utility improvements shall be done after the notification to the affected utility company by the Contractor and in strict conformance with such utility company direction, specifications and/or supervision. The City shall be notified of any such work impacting existing utility improvements prior to commencement of such work.

701-3 INSPECTIONS

The Contractor shall:

- a. Weekly perform an inspection during daylight hours of all facilities within the contract as reviewed by the LMD Manager or their representative. Such inspection shall be both visual and operational. The operational inspection shall include operation of all lighting and other mechanical systems (backflow preventers, valves, etc.) to check for proper operational condition and reliability.
- b. The Contractor's site supervisor shall meet monthly with the LMD Manager or their representative for a walk-through inspection. Said meeting shall be at the convenience of the LMD Manager or their representative. In addition, irregular inspections may be made

by the LMD Manager. All corrective work required as a result of an inspection or any irregular inspection by the LMD Manager shall be accomplished to the satisfaction of the LMD Manager within five (5) working days of the authorization to repair the deficiencies, except in the case of a leaking valve which must be repaired within 24 hours following authorization. The Contractor shall provide the LMD Manager with written confirmation of all corrective work.

- c. The Contractor shall provide a senior management representative authorized to bind the company at meetings with the LMD Manager and for consultation, preparation of proposals, and inspections.

701-4 MATERIALS

All landscape and irrigation materials and equipment used shall conform to the project specifications and Section 212 of the SSPWC, or be as approved in writing by the LMD Manager or their representative. All materials shall be provided by the Contractor. Commercial fertilizers, insecticides, fungicides and herbicides shall bear the manufacturer's label and guaranteed analysis.

If there arises a question as to the need for application of fertilizer or the formulation of a fertilizer upon the approval of the LMD Manager, the Contractor shall procure soil samples taken from locations specified by the LMD Manager. They shall be analyzed by a soil analyst at the City's expense, with approval of LMD Manager.

701-5 SUBMITTALS

- a. As required by law, the Maintenance Contractor must submit to the County Agricultural Commissioner's office, a monthly record of all Disease Control, Insecticides, Rodenticides, and Herbicides used on the project.
- b. Soils tests shall be completed once a year and on an as-needed basis. All soil sampling locations shall be approved by the LMD Manager or his representative, with results submitted to the LMD Manager or his representative. Soils testing shall be done by an approved agronomic testing firm as part of the maintenance contractor's agreement with the LMD.
- c. Substituted equipment or products which do not conform to the original project working drawings, job specifications or as specified herein must be approved by the LMD Manager in writing prior to installation.

701-6 PLANT MATERIAL REPLACEMENT

It shall be the Contractor's responsibility to maintain all plant materials in a satisfactory manner and to replace dead or severely damaged plant materials with a size and quality approved by LMD Manager or their representative. The Contractor, upon the LMD Manager or their representative's authorization, shall remove and replace any tree, shrub, turf or groundcover which is damaged or lost due to Contractor or their employees' negligence through improper use of pesticides, herbicides, watering, failure to control rodents and insects, or improper use of equipment.

Plant materials which must be replaced due to vandalism will be replaced at the expense of the LMD or HOA. Contractor must notify the LMD Manager or their representative in writing within two (2) working days of the loss of plant material due to any cause. Contractor shall replace damaged plant materials only upon receiving authorization from the LMD Manager or their representative to do so. All dead plant material shall be left in place until new plants (replacement) are on site for immediate replacement unless otherwise specified.

701-7 WALKWAY, STREET AND PARKING AREA CLEANUP

All walkways and concrete medians (adjacent to landscaped median area) shall be kept clean at all times, in addition to the washing off as noted below, they shall be swept, vacuumed or blown off once a week or more often, if necessary. In all cases, sweep or vacuum trash, leaves and other noticeable debris for collection and disposal.

Clean-up work shall be coordinated with mowing or other maintenance work in the contract area. All gutters within the contract area shall be kept clean of weed growth, grass clippings and miscellaneous debris. All grass clippings shall be removed and disposed of (not blown or scattered) from gutters the same day mowing and trimming takes place. **Clippings shall not be blown into storm drains or into gutters that drain into storm drains but shall be legally disposed of.**

All walks and pathways shall be kept free of dirt, leaves, and other debris from the maintenance operations, as well as trash and litter blown by the wind or deposited by persons passing by or visiting the contract area. Debris shall be collected daily. All paper, trash, etc., shall be dumped offsite in a legal manner by the Contractor.

Parking areas shall be cleaned by blowing and/or sweeping.

Walkways shall be hosed off in place of sweeping or blowing **only** when the LMD Manager or their representative directs such action. Care shall be taken so that clean-up operations do not inhibit or endanger any persons utilizing the contract area. This work shall be scheduled to coincide with mowing or other maintenance work in the area. Any dirt or stains caused by the work shall be removed at the Contractor's expense.

Traffic control plans shall be submitted to Public Works Department prior to start of work. Accepted safety procedures shall be followed, including signing and roping off areas as per an approved traffic control plan, as necessary. Should the Contractor's work be disrupting to regular traffic flow, it shall be rescheduled to a more convenient time.

701-8 DRAINAGE

All surface drainage devices, such as concrete "V" ditches, bench drains, swales, etc., shall be routinely inspected per the bid schedule and kept free of all debris, vegetation, soil, etc., which would preclude proper and intended functioning. All inlets shall be kept free of all matter which would preclude complete and adequate functioning. If requested by the LMD Manager and made part of contract, all underground drainage devices shall be routinely inspected and flushed of all foreign matter to maintain their function. Replace broken grates.

It will be the Contractor's responsibility to inspect all common area drainage structure inlets and **immediately** notify the LMD Manager or their representative if blockages are found.

All eroded areas shall be repaired by replacement of topsoil to restore to original grade. All repairs shall be inspected and approved by the LMD Manager or their representative.

701-9 BLANK

701-10 OAK TREES

Oak tree maintenance shall be in accordance with the City of Calabasas Oak Tree Ordinance. (See Appendices). *On the internet go to www.cityofcalabasas.com/ and click on City Municipal Code (at right hand side of screen under WHAT'S NEW). Then scroll to Chapter 17.26 LANDSCAPING and then to [17.26.070 Oak trees; oak tree permit](#). To read requirements and find pertinent ordinance numbers.*

701-11 LANDSCAPE LIGHTING FACILITIES

Landscape lighting facilities maintenance work is not a part of this contract, unless noted otherwise.

702 WEED CONTROL

The maintenance contractor shall be responsible for providing a continuous weeding program for all project areas. Weeding shall include removal of "any undesirable or misplaced plant." In addition, all walls, fences, and other structures that do not have cultivated beds adjacent thereto shall be sprayed for weed control or manually removed. **No string trimmers shall be used.**

702-1 REQUIREMENTS FOR WEED CONTROL

All spraying shall be done only at times when there is no wind. Spraying shall be done with extreme care to avoid all hazards to any person in the contract or adjacent areas, or any property damage.

The use of any chemicals for weed control shall be performed by a State Licensed Pest Control Operator who shall follow all guidelines governing his/her license. All chemicals shall be applied in accordance with the labeled directions and the requirements of the State Agricultural Department. In no case will restricted use materials be permitted.

Weeds may be controlled with pre-emergent herbicides, post-emergent herbicides and/or by hand pulling.

The Contractor shall be responsible for providing a continuous weeding program for all contract areas.

702-2 SHRUBS

Weeds shall be removed from beds regularly, chemically or manually. Bermuda grass and other noxious weeds shall not be allowed to become established.

702-2.1 Mulching. All shrub beds, slopes, and open areas as specified in the various workload inventories shall be drop dressed with a 2-inch minimum layer of medium Fir bark. This shall include mulching areas called out in the various workload inventories to be mulched that are not currently mulched. The Contractor shall include in his/her Bid price to apply mulch to un-mulched areas and then maintaining them per the Annual Workload Schedule (See Appendix A).

702-3 GROUND COVER

Weeds shall be removed completely, on a regular basis, chemically or manually.

702-4 PAVED AREAS

All joints and cracks in sidewalks, curbs and gutters, and other paved areas shall be kept in a weed-free condition. This includes all joints between asphalt concrete roadways and curbs and gutters in the contract area.

703 EDGING

703-1 Concurrent with every mowing, all turf grass borders shall be neatly and uniformly edged or trimmed. **String trimmers or similar equipment shall not be used around trees or shrubs or wooden posts or for hardscape/pathways/mow strips edging.**

703-2 Mechanical methods shall be used except where physically not possible, practical, or around trees. All trees and shrubs shall be trimmed or edged by hand 8 inches to 12 inches radius from the trunk.

703-3 Chemical application may be used on areas such as along asphalt trails/paths, around sports field equipment, fence lines, etc. The Contractor shall comply with all City, County, State, or Federal Regulations and laws.

703.3.1 Prior to application of chemicals, all areas shall be trimmed to the proper mow heights.

703-3.2 Chemicals shall only be applied by persons possessing a valid California Pest Control Operator's License. Records of all chemical application operations, training, authorizations stating dates, times, methods of applications, chemical formulations, applicator's name and weather conditions at the time of application shall be made and retained in an active file for a minimum of 1 year. After this period, records shall be retained in accordance with County Department of Agriculture regulations.

703-3.3 Chemicals shall be applied to eliminate drift. All precautionary measures necessary to ensure public and worker safety shall be employed since all areas will be open for public access during application.

704-3.4 Chemical edging shall be restricted to a 6-inch wide strip around buildings, asphalt trails/paths, and other projections, and a 12-inch wide strip around sports field equipment and fence lines.

703-3.5 All walkways, roadways, trails, or other areas dirtied by edging operations shall be cleaned and all debris disposed of off-site prior to the completion of that day's operations or at the end of the day, whichever occurs first.

704 INSECT, DISEASE, AND PEST CONTROL

704-1 INSPECTION AND CONTROL MEASURES

The Contractor shall regularly inspect all landscaped areas for the presence of disease, insect, or rodent infestation. The Contractor shall implement control measures to be taken using legally approved materials and methods. The use of all chemicals for insect and disease control shall be performed by a Licensed Pest Control Operator who shall follow all guidelines governing his/her license.

The Contractor shall provide complete and continuous control of all plant pests or diseases, and shall select and supply proper materials and personnel to comply with all City, County, State or Federal Regulations and law.

Approved control measures shall be continued until the disease, insect, or rodent is controlled to the satisfaction of the LMD Manager or their representative. The Contractor shall utilize all safeguards necessary during disease, insect, or rodent control operations to ensure safety of the public and the employees and agents of the Contractor.

704-2 RESPONSIBILITIES

Contractor shall assume responsibility for use of all chemical controls for work in this contract. Chemical controls shall include the necessary use of herbicides and plant growth regulations. Pests may be controlled by mechanical means as well as chemical.

Extreme caution shall be used when spraying insecticides and fungicides. Spraying shall be done only at time when there is no wind.

Contractor shall file all required reports with the appropriate City, County, State, and Federal agencies. A copy of all submitted reports shall accompany each monthly progress payment request to the LMD Manager.

705 LAWN CARE

Lawns shall be maintained in the healthiest growing condition possible.

705-1 MOWING

Prior to mowing, all trash, debris and foreign materials shall be removed from lawn areas. All turf areas should be cut at regular intervals. The turf shall never be cut more than 1/3 off the top growth or approximately 1-inch at any one mowing. All portable obstructions such as picnic tables and trash containers shall be moved in order to mow all portions of turf.

The cutting edge of all mowers shall be kept sharp. Torn grass blades have a brown "haze" appearance, which is not acceptable. Brushing or rough cutting of grass shall not be permitted. Avoid scalping.

705.1.1 Mowing Schedule

All turf areas shall be mowed. Contractor shall provide mow schedule to LMD Manager.

Work shall be performed on the same day each week. Initial week schedule and any changes must be approved by the LMD Manager prior to implementation.

All mowings missed due to inclement weather or ground conditions from such weather shall be rescheduled and completed within 3 working days on weekly schedule and within 7 days on bi-weekly schedule. If unfavorable weather or ground conditions persist, the LMD Manager or their representative may change annual schedule to allow 45 mows per year. All portable obstructions such as picnic tables and trash containers shall be moved in order to mow all portions of turf.

705-1.2 Mowing Heights

Grass Type	Mowing Height	
	Min.	Max.
Warm Season	¾"	1"
Cool Season	1½"	2½"

705-2 FAILING LAWN AREAS

Labor and materials shall be provided by the Contractor to reseed or re-sod failing lawn areas upon discovery of failure. Lawn seed for reseeding shall match existing lawn mixture. The Contractor is responsible for restoring all failed lawn areas to original grade.

705-3 TRIMMING

All edges shall be trimmed with each mowing (same day as mowing) and as necessary. This trimming shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, shrubs, tree trunks, poles, guy wires, or any other object within or immediately adjacent to the lawn areas. Trim shall not exceed ½ inch from hardscape.

The trimming shall be done by vertical knife power edgers or by hand, but in no case will soil sterilants or other types of herbicides be permitted for use in edging. **"Weed Eaters" or similar equipment shall not be used for lawn edging.** Clear space around trees shall be 8-inches to 12-inches from the base of the tree. No herbicide is to come in contact with the tree. Herbicides used as a basal spray along walls shall not exceed 6-inches from the base of wall.

Trim around sprinkler heads as necessary to allow maximum water coverage. Trimming shall not expose the sprinkler body or trim cap.

Care shall be taken to avoid damage to tree trunks, shrubs, sprinklers, buildings, and other structures. Damage shall be promptly reported to the LMD Manager or their representative and repairs promptly made at the Contractor's expense.

705-4 MULCHING

Mulch shall be placed in clear spaces around trees. Mulch shall be a 3-inch layer of medium fir bark, and shall not contact the tree.

705-5 EQUIPMENT CLEANING AND CONDITION

To help prevent contamination of turf areas, and to maintain a neat and clean appearance, the Contractor shall thoroughly clean equipment that was used at another site prior to mowing or edging any areas onsite.

705-6 CLIPPING DISPOSAL

Always keep mowers and edgers sharp, so as to cut the tips and not tear them off.

Curbs, gutters, sidewalks, etc., shall be cleaned after each trimming by sweeping and containment or other approved methods. Sidewalks shall be washed down only when the LMD Manager or representative directs such action. Clippings shall be legally disposed of offsite.

Mulching of lawn areas will be allowed only if the resulting appearance is equal to the collection of clippings. **Wind-rowing shall not be allowed.**

705-7 WATERING TURF

Water shall be applied only as needed (as weather conditions require) to maintain proper growth and replenish soil moisture below the root zone. All applications of water shall be between the hours of 10:00 p.m. and 6:00 a.m., as a water conservation measure per the Las Virgenes Municipal Water District and in accordance with City Ordinance No 93-62. If an area appears stressed during the day, a light application of water should be applied at that time. It is the Contractor's responsibility to apply the water evenly. In the event of automatic irrigation disruption, the Contractor shall hand water lawn and groundcover areas at a minimum of twice per week in the winter and four times per week in the summer. Water run-off of slopes across pavement surfaces and into gutters shall be avoided. Contractor shall be responsible for water conservation, and shall take measures to assure that overwatering does not occur.

705-8 FERTILIZATION

Lawns shall be fertilized. Scheduled applications shall be with 16-6-8 fertilizer at the rate of 6 pounds per 1,000 square feet per application.

The LMD Manager or their representative may from time-to-time, adjust or change the fertilization specifications contained herein as a result of consultation with Contractor or recommendations of a horticultural soils and plant laboratory report for each site.

All fertilization shall be included with the landscape maintenance of each area. The Contractor shall supply and transport all required fertilizers as a part of his/her contract costs.

705-9 AERATION

All lawn areas shall be aerated by removing ½-inch diameter by 3-inch deep cores at not more than 6-inch spacing with an aerator machine. Cores shall be removed in an approved manner after completion of aeration. In addition, the tops of all mounds and localized compacted dry spots shall again be aerated as necessary. All damaged areas larger than 4-inches by 4-inches shall be seeded on an as-needed basis.

705-10 DETHATCHING

All turf areas shall be dethatched between September and October. Dethatching shall be accomplished by use of a "vertical cut type" dethatch machine. All thatch and debris shall be immediately (by end of the working day) removed upon completion.

Excessive turf buildup such as along curbs and walks shall be removed during dethatching. Denuded areas shall be reseeded per Section 705-2.

Along curbs and walks, dethatch to 1-inch below top of curb or walk. Where this is not considered possible, as determined by the City, dethatching will be allowed up to, but no higher than, 1-inch (1") above curb or walk. Uniformly taper grade from edge of curb or walk to daylight at existing grade at 3 feet perpendicular to curb or walk.

705-11 WEED CONTROL

A continual chemical program shall be adopted for control of broadleaf and other noxious weeds. Extreme caution shall be used when using non-selective weed killers.

At first indication of crabgrass infestation, the affected areas shall be sprayed. Crabgrass killer shall be applied only on cool days, and when lawns are in a moist condition. All crabgrass shall be completely removed and bare turf areas re-sodded. Crabgrass shall not be allowed to become established in any contract area maintained by Contractor.

Removal of all weeds shall be a continuous program. Noxious weeds, Dallis Grass, Burr Clover, Black Medic, and other weeds shall not be permitted to grow within the contract areas, and shall be completely killed and removed, including rhizomes, roots, stolons and bulbs.

705-12 TRASH COLLECTION AND DISPOSAL

Leaves and other debris from the landscape maintenance operations as well as trash and litter blown by the wind or deposited by persons passing by or visiting the lawn portions of this contract shall be collected. All paper, trash, cans, bottles, etc., may not be dumped on site in trash dumpsters, but shall be disposed of offsite in a legal manner at the Contractor's expense.

Leaves, grass clippings, branches, weeds, and all other landscape debris accumulated from the maintenance operations shall be disposed of offsite the same day the landscape debris is accumulated.

Green waste requirements of the State of California and the City of Calabasas apply to this contract. Obtain the required forms from the City Environmental Manager. (See Municipal Code 8.1.6 on City of Calabasas website.) **Contractor shall be responsible for maintaining and submitting annual reports to City Environmental Service Manager of their green waste recycling totals.**

706 GROUNDCOVER CARE

Groundcover or ground cover is **any plant** that grows over an area of ground. It provides protection of the topsoil from erosion and drought. In an ecosystem, the groundcover/ ground cover forms the layer of vegetation below the shrub layer. **It is to be maintained at a height less than 12 inches.**

Groundcover beds shall be maintained in a healthy, vigorous, weed free and uniform condition at all times. All groundcovers shall be inspected weekly and all debris, including leaves, branches, paper trash, bottles, etc., shall be removed.

706-1 EDGING

All groundcovers shall be pruned, sheared or thinned neatly away from shrubs, trees, walks, curbs, header boards, etc. Groundcovers shall not be trimmed vertically unless approved by LMD Manager and shall be thinned out as needed to avoid matting and to achieve a uniform appearance. Groundcover shall be trimmed back from all controller units, valve boxes, quick couplers or other appurtenances or fixtures.

Groundcover shall be removed from all aboveground structures unless the LMD Manager or their representative directs the allowance of groundcover growth over wall tops, curbs, etc., for aesthetic reasons.

Vinca major and other vine type groundcover shall be pruned by selectively cutting branches at the tops of the plant mass 2 to 3 feet back from the hardscape, tapering down to an area 2 to 3-inches behind hardscape, cutting these branches off at the soil level.

706-2 WATERING

Contractor shall be cautious to not over-water shrub and groundcover areas. Enough water shall be applied to assure moisture penetration throughout the root zone to a depth of approximately 8-inches. Irrigation systems shall be programmed to maintain a precipitation of ½-inch per week during the growing season. During rainy periods the irrigation sequence shall be discontinued.

706-3 FERTILIZATION

Vigorous growth and good color shall be maintained at all times. All groundcover beds shall be fertilized using a fertilizer with an analysis of 16-6-8, at the rate of six pounds per 1,000 square feet per application.

706-4 ANNUAL COLOR REPLACEMENT

Annual color plants shall be replaced as specified per each Maintenance Schedule, and shall be evaluated on a monthly basis. Any undesirable or missing plants shall be replaced as needed.

Replacement plants shall be minimum 4-inch pot size, spaced at no more than 12-inches maximum on center where applicable. Plant species shall be approved by the LMD Manager or their representative prior to procurement. Incorporate slow release fertilizers and Type I soils amendments with plant replacements.

Remove existing plants and weeds and dispose of in a legal manner. Thoroughly cultivate the planting bed before planting. Soil should be treated to prevent disease in planting bed. Set new plants and thoroughly "water in" by hand.

Apply 2-inch layer of shredded bark mulch to planting bed after installation of plants as specified by LMD Manager or their representative.

706-5 WEED CONTROL

All groundcover areas shall be inspected by the Contractor weekly for weed growth. Weeds shall not be allowed to remain growing for longer than 1 week without complete removal. Bermuda grass or other noxious weeds shall not be allowed to become established in any groundcover area. Cultivating of groundcover areas shall be held to a minimum and only as necessary to remove weeds.

706-6 INSECT, DISEASE AND PEST CONTROL

For complete snail and slug control, the Contractor shall broadcast an approved granule, pellet or meal at the recommended rate three times a year minimum, spring, late summer, and winter and/or spray an approved pesticide as needed. See Section 704-1 for rodent control.

707-TREE CARE

707-1 TREE MANAGEMENT PROGRAM

The Contractor and LMD Manager, at the request of the LMD Manager, shall establish a tree management program that includes prioritization of:

1. Inspection
2. Pruning
3. Removal
4. Replacement
5. Planting

In the common areas outside the Homeowners Association and/or commercial areas.

All trees shall be checked by the Contractor weekly for damage, special water needs, etc., and treated as necessary. Undesirable conditions shall be eliminated by improved landscape maintenance practices. The Contractor shall maintain trees in a healthy condition at all times.

707-2 TREE TRIMMING FOR CLEARANCE ONLY

Per bid schedule, the Contractor shall inspect all street trees for limbs which impede sight distance and pedestrian or truck clearance and raise as necessary.

All other tree trimming will be requested and if proposal is approved shall be done by a licensed tree company and by ISA certified tree workers or managed by one on-site through the entire job.

707-3 WATERING BASINS

Watering basins shall be properly maintained on all newly planted trees.

707-4 STAKING AND TYING

Tree stakes and ties shall be checked by Landscape Contractor per the Bid Schedule and corrected as needed. Ties shall be adjusted to prevent girdling. When trees attain a trunk caliper of approximately 4-inches, removal of stakes and guys is required. Before any stakes are removed, tree ties shall be removed. The trees shall remain unsupported for a period of time to observe structural stability of the tree. The tree must retain its upright position and this position must be held regardless of moisture content of the soil. If the tree will not stand without support, consider replacing the tree.

All re-staking shall be done with specified materials. Guying will, over time, stretch or loosen. Contractor shall adjust, as needed, to retain taut position, until such time when guying is removed. All trees that are damaged due to improper staking or tying shall be replaced at the Contractor's expense. Broken stakes and damaged guys shall be replaced, as required.

707-5 PLANT REPLACEMENT

Any tree and shrub that appears to have more than half of its foliage in a declining state shall be brought to the LMD Manager or their representative's attention immediately. Contractor shall check plant for root decay, over-watering, or drainage problems, and repair the problem prior to replacement. Replacement plants shall be of a size, condition and variety acceptable to the LMD Manager or his representative. The LMD will pay for all replacement plants, including materials, transportation, and labor. Plants lost due to negligence by the Contractor shall be replaced at the expense of the Contractor.

See Section 701-6.

707-6 TREE PRUNING

All trees shall be pruned in accordance with current International Society of Arboriculture (ISA) Standards. Work shall be supervised by an ISA Certified Arborist, and performed by ISA Certified Tree Workers.

In general, trees shall be pruned only for public safety and required clearances. Dead, diseased, broken, and crossing branches shall be removed.

707-6.1 General Requirements for Tree Pruning

a. Pre-Job Conference

Within 10-calendar days following issuance of the written authorization to do pruning, the LMD will schedule a conference to establish lines of communication, inspection, and reporting procedures, and performance of sample prunings. The Contractor will be paid its unit price bid for trimming sample trees. Sample trees will be of the species typically found throughout the HOA.

The Contractor shall provide equipment and personnel listings as follows:

b. Equipment Listing

Provide the LMD Manager with an equipment inventory list of company equipment related to this contract and to be used or updated throughout the duration of this contract.

c. Personnel Listing

Basic climbing crews shall be provided, which will consist of at least two climbers and one groundsman.

The Contractor will be required to have prior approval in writing by the LMD Manager before any pesticide operations or tree maintenance operations are performed on HOA property by any company or persons not listed. A \$500 fine per incident may be charged and is cause for termination of this contract.

707-6.2 Conduct of Operations

a. Safety Orders

At all times, work must conform to Article 12, Tree Work, Maintenance, or Removal, of the General Industry Safety Orders, Title 8, California Administrative Code. Head protection shall be worn by all employees engaged in tree operations and shall conform to Article 10, Section 3381 of the General Industry Safety Orders, Title 8, California Administrative Code.

Work shall also conform to American National Standards Institute (ANSI) Z.133.1, Standards for Tree Care Operations, ANSI A300 pruning standards, OSHA regulations, and International Society of Arboriculture (ISA) Standards.

In case of conflict among the above regulations, the more stringent shall apply.

b. Dress Code

The Contractor shall be responsible for having all employees wear a proper uniform and protective equipment. All employees' hair, beard, and dress shall be well groomed. (See Section 700-5)

The proper uniform includes:

Shoes - Safety boots. No sandals or tennis shoes shall be worn on the job.

c. Climbing Spurs

Climbing spurs shall not be used.

d. Equipment Identification

All major equipment shall have the Contractor's name and telephone number prominently displayed.

e. Cooperation with Others

The Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference with or annoyance to the public.

f. Communication

A senior management representative shall be available for consultation with the HOA and LMD.

A qualified English-speaking supervisor shall be present and available to LMD personnel and the public during hours of operation at each working site.

g. Photograph Documentation

The Contractor will be required to provide before and after pictures of safety items or emergency repairs which were made without prior LMD approval. Documentation of contract compliance may be required on some occasions.

- 1) All photographs must be clear and reproducible.
- 2) All irrigation repairs, including irrigation wire repairs shall be photographed.
- 3) All found utility lines shall be photographed.
- 4) All repairs shall be thoroughly documented with dimension to three fixed hard surface points referenced on a supplementary sketch and street address noted on photograph and sketch.
- 5) Contractor shall maintain photograph albums which shall be part of the project record and duplicate albums delivered to the LMD Manager.

h. Compost Landscape Waste

The Contractor will be required to compost or recycle all of landscape waste accumulated by pruning of trees and stump removal. See Section 705-12 for "Green Waste" requirements.

The Contractor will be required to document in an annual report to the City Environmental Services Supervisor the number of tons of landscape waste which is being composted or recycled rather than hauled to the landfill.

i. Disposal of Debris

All disposal of debris is the responsibility of the Contractor and shall be performed in a legal manner.

NO DEBRIS SHALL REMAIN OVERNIGHT.

The Contractor must conform to state and federal laws and regulations concerning firewood transportation. Firewood size wood may be left on-site at the request of the HOA, in accordance with the following:

- 1) The wood shall be removed within 72 hours from the date and time of signage stating "FREE WOOD."
- 2) Firewood size shall be minimum 6-inch diameter and maximum 18-inch length.
- 3) Firewood shall be neatly stacked within the public right-of-way, clearly visible.

707-6.3 Public Safety

The Contractor shall post notices on all streets affected by his operations at least 48 hours in advance of any operations on such streets. (See Section 7-10.5)

The Contractor shall close sidewalks on one side of the street at a time. Sidewalks shall be barricaded and posted with warning signs. (See Section 7-10.5)

All debris shall be removed from sidewalks as soon as practicable.

707-6.4 Maintenance Classifications

One or more of the following categories of tree maintenance is assigned to each tree.

Remove (RMV) - Removing trees, including stump, that are dead, diseased, decaying, that present a hazardous condition, or are in a location that could present an unsafe condition.

Clearance (CL) - Pruning trees away from obstructions, such as maintaining clearance above streets and sidewalks, or clearance from utilities.

Training (TR) - Pruning young trees to encourage sound structure and growth habit.

Thinning (TH) - Reducing the density of the tree crown by selective pruning. Sometimes called "lacing out."

Crown Reduction (CR) - Reducing the size of the crown by cutting major limbs back to substantial lateral branches ("drop crotching").

Crown Raising (SR) - Raising the crown by removing lower branches; in the case of palms it is removing the "skirt" of dead and drooping fronds.

Side Pruning (SP) - Shaping one side of a tree to clear the crown from buildings or other obstructions.

Root Pruning (RP) - The cutting of roots to restrict root growth and expansion under pavements and curbs and encroachment in undesired locations.

707-6.5 Pruning Standards

- a. Definitions.

Branch Collar - Wood tissue ridges that form around the base of a branch between the trunk and the branch.

Callus - New growth made by the cambium layer around a wound.

Cambium Layer - Growing point between bark and sapwood.

Closure - Refers to the roll of the callus growth around the wound area.

Crown Raising - The removal of lower branches for under clearance. On palms, the removal of dead and drooping fronds.

Cut - The exposed wood area that remains after the branch has been removed.

Cut Back/Drop Crotch - Specified reduction of the overall size of a tree or individual branches, but may include the overall reduction of the sides, as well as the top of the tree.

Dormant - A condition of nonactive growth. Deciduous trees are considered to be dormant from the time the leaves fall until new foliage begins to appear.

Girdling Roots - Located above or below ground level, roots whose circular growth around the base of the trunk or over the individual roots applies pressure to the bark area, thereby choking or restricting the flow of nutrients.

Pollarding - The practice of cutting branches to stubs to either create a geometric shape or to reduce overall size of the tree.

Precut or Precutting - The removal of the branch at least 12 inches beyond the finished cut, to prevent splitting into the trunk or branch.

Pruning - The removal of dead, dying, diseased, live, interfering, objectionable, and weak branches in a scientific manner.

Sap Flow - The definite course assumed by sap in its movement through the tree. Scars or

Injuries - Natural or man-made lesions of the bark in which wood is exposed. Shoulder Cut - The final cut, immediately beyond the branch bark ridges and preserving the branch color.

Suckers - Abnormal growth of small branches usually not following the general pattern of the tree.

Thinning Out - The removal of live branches to reduce wind resistance and to create more space.

Topiary - The practice of pruning small trees to defined shapes, usually geometric, and maintaining the shape by frequent shearing.

Topping - Pruning a tree to reduce overall size by pollarding. This practice results in abnormal tree structure, prolific suckering and weak structure.

Certified Arborist - A person who can verify certification as an arborist by the International Society of Arboriculture (ISA).

b. General Specification for Tree Pruning.

1. General

The Standards of Pruning for Certified Arborists prepared by the certification committee of the Western Chapter of the ISA are the basic standards applied to the work of this contract.

Prune trees to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached, which have vertical spacing of 18 inches to 48 inches and radial orientation, so as not to overlay one another, to eliminate diseased or damaged growth within space limitations, to maintain a natural appearance, and to balance crown with roots. In no case shall trees be topped or tip pruned unless approved in writing by the City's authorized representative.

All cuts shall be made sufficiently close to the trunk or parent limb without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times. No tree seal or paint shall be applied. (ISA requirement.)

Clear trees of sprout or sucker growth to a minimum height of eight (8) feet above ground level. Remove all vines entwined in trees and tree trunks. Vine tendrils shall be removed without injury to the tree.

Clear all branches and foliage within ten (10) feet of primary electrical lines. All persons performing such work must be trained to do so according to the current Electrical Safety Orders of the State of California and must be ISA Certified for Utility Pruning.

Clear all branches that interfere with secondary electric, telephone, cable, and other utility lines within one (1) foot of such lines wherever feasible.

2. Removal of Laterals

a) Shoulder cuts. The final cut in removing a lateral branch should be immediately beyond the branch bark ridges, preserving the branch collar. Do not make stub cuts.

b) Triple cuts. For any branch too large to be held while being cut, remove by means of the following cuts:

1) Pre-cut the branch by under cutting 4-10 inches beyond the base to prevent splitting or peeling.

- 2) Cut off the branch beyond the undercut where necessary. To prevent property damage, branches shall be lowered to the ground by ropes and/or proper equipment.
- 3) Remove the remaining stub via a shoulder cut.

3. Removal of Terminals (Tip Thinning and Drop Crotching)

- a) Thinning. "Lace out" terminal portions of branches by cutting terminals back to laterals. (The basal diameter of the remaining lateral should be at least 1/3 the diameter of the terminal being removed.) Remove numerous small terminals and laterals rather than taking out a few large ones. Retain inner lateral branches and leave some distribution of foliage along branch. Avoid "lion's-tailing."
- b) Size reduction. To take out portions of the crown for reducing height, remove terminals back to laterals. Each lateral should be suitably situated to serve as the new terminal, thus establishing the crown at a lower level. No more than 25 percent of live wood shall be removed from the crown of any tree. The basal diameter of a lateral should be at least 3/4 the basal diameter of the terminal being removed. (Laterals smaller than this cannot function effectively as new terminals, and the effect is then similar to a stub cut.) No live, healthy limb in excess of six (6) inches diameter shall be cut without LMD Manager or their representative's approval.
- c) Branches that pose a threat to the health, safety, and welfare of the general public shall be removed. In addition, branches that disrupt the aesthetic or general integrity of the tree shall be removed. Kinds of branches to be removed:
 - 1) Obstructing branches: Clear walks, traffic ways, buildings, signs, and other manmade structures. Clear other trees, plants as needed.
 - 2) Clearance: Above traffic ways, 14 feet
Above walkways, 9 feet
From signs, buildings, etc., 5 feet.
 - 3) Dead, broken, diseased, or weak branches, of 2-inch diameter or larger. (Also, stubs left by previous pruners.)
 - 4) Crossing branches. This includes potentially crossing branches, also upright shoots (water sprouts) vigorous, and interior-directed branches.
 - 5) Narrow crotch-angle branches. For most kinds of trees, branches with a crotch angle narrower than 30 degrees should be removed.

- 6) Parallel branches. Branches less than a foot apart, which run parallel for several feet, may eventually damage each other. The less desirable one should be removed.
- 7) Wind-breakage risks. Crowns that are too high and/or too dense should be thinned and sometimes lowered to suitable laterals. Reducing wind resistance by thinning out many small branches is safer and better for the tree than taking out several large branches.
- 8) Branches which disrupt tree form. Excessively vigorous branches, or those which run against the general branching pattern, should be trimmed for better balance and shape. (This does not mean the tree must be made perfectly symmetrical: asymmetry, as such, can be both attractive and safe.)
- d) All root suckers shall be removed immediately by "pinching." **String trimmers shall not be used.**
- e) Should the Contractor discover an infestation or disease on any tree, he shall immediately stop work on that tree and notify the LMD Manager or their representative who will provide direction concerning further work on any such tree.

On trees known to be diseased, tools are to be disinfected with Physan solution or Clorox solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools. The solution shall also be sprayed on the cut once it has been made.

4. **Unacceptable Work**

- a) Cutting back of all growing tips, usually referred to as topping, pollarding, or hat racking.
- b) Topiary trimming.
- c) Flush cutting (removing the branch collars and branch bark ridge).
- d) Stub cutting, where branch removal results in a remaining protrusion of more than ¼ inch beyond the zone of branch collar and branch bark ridge.
- e) Removal of a healthy main leader for reasons other than power line clearance.
- f) Use of chain saws on any part of a tree less than 6-inches DBH.
- g) Use of dull tools.

707-6.6 Pruning.

1. **Young Tree Pruning**

Lower branches shall remain in a "tipped back" or pinched condition, leaving as much foliage as possible to promote caliper trunk growth. Stripping of the lower branches will not be allowed. Lower branches shall be cut flush with the trunk only when the tree is able to stand without support. A central leader shall be encouraged.

2. Evergreen Tree Pruning

Evergreen trees (trees that are not deciduous) can be pruned or thinned at any time when necessary. Pruning shall be performed for appearance and safety. All dead or broken branches shall be removed. Prune especially during the months of September or October to prepare the trees for the windy season. For safety reasons, remove any part that may become a hazard by falling.

a. Deodar Cedars and Pines

Deodar Cedars and Pines shall not be pruned except as corrective or preventative maintenance. No pruning shall be done between May and November. Removal of lower branches for turf maintenance is allowable.

b. Eucalyptus Tree Pruning

Newly planted Eucalyptus trees shall be thinned (not topped) 50 percent once a year to increase trunk caliper. Trees should be pruned or thinned prior to seasonal heavy winds. The above procedures shall continue for 3 to 5 years per the direction of the LMD Manager. After this period, at the LMD Manager's direction and approval, thinning can be reduced to once every 2 years.

3. Deciduous Tree Pruning

The pruning of deciduous trees shall be done during the dormant season. Blooming deciduous trees will be pruned after blooming.

c. Palm Pruning

All work shall be done in accordance with the following guidelines:

- 1) All dead fronds and parts thereof, including stubs, shall be removed along the entire length of the trunk of each palm together with any ivy or vines leaving a clean, unsheathed appearance from the base to (see table) inches from the remaining green fronds at the top of the tree. All removed fronds and fruit clusters shall be cut flush with the trunk without cutting into the trunk itself. Remove fronds to approximate horizontal.

Palms with 8 feet or less of brown trunk shall be trimmed, but not slicked. Trachycarpus (windmill) palms shall be trimmed, but not slicked.

Palm Species

Sheathed Crown

Arcontophoenix

None

<u>Palm Species</u>	<u>Sheathed Crown</u>
Arecastrum (Cocos)	None
Phoenix	48" to 60" (symmetrical appearance)
Trachycarpus	None
Washingtonia	36"

- 2) Only full green fronds shall remain at the crown and precaution shall be taken so that no live fronds are partially cut and left in the tree.
- 3) Fronds shall be removed up to, but not greater than, the petiole angle of 15 degrees above horizontal.

707-6.7 Sidewalk Damage

The Contractor will not be liable for existing broken and/or raised sidewalks. The Contractor will be responsible for replacement of sidewalks negligently damaged by its operations.

707-6.8 Pest Control

1. General.

All trees should be inspected regularly for fungus or insect infestation and sprayed accordingly, as needed. When biological controls are available, they shall be utilized instead of sprays. Upon notification by LMD, Contractor will provide labor, equipment, and materials for prevention and/or control of diseases.

- a. Leaf Blight or Anthracnose (Platanus species): To control Anthracnose fungi, remove infected twigs and branches and completely dispose of offsite. To chemically control Anthracnose fungi, spray affected trees with an approved corrective spray. Spraying shall be done by a State Licensed Pest Control Operator and all sprays shall be approved by the LMD. Sprays should be applied at the bud stage of spring growth or upon break of dormancy. If application is used properly, the disease/fungus will not hamper the tree in the seasonal growth and the buds and leaves will not prematurely drop.

- b. Fire Blight. On members of the rose family such as Pyrus kawakami and Pyracantha and Cotoneaster species, apply controls prior to the bloom period and at 4 to 5 day intervals during the flowering season.

To control the bacteria once it has appeared, prune out diseased branches and twigs. Small branches should be cut 4 to 6 inches below the infection; large branches should be cut at least 12 inches below infected tissue.

- c. Tent Caterpillars (Salix species and Alnus rhombifolia): Inspect trees regularly for caterpillar infestation and spray with an approved corrective spray per manufacturer's application rates. All spraying shall be done by a State Licensed Pest Control Operator.

- d. Tip Moths, Aphids, and Scale Inspects: Spray at first indication of infestation with an approved corrective spray per manufacturer's application rates.

707-6.9 Tree Replacement

Any tree that appears to have more than ½ of its foliage in a declining state shall be brought to the LMD Manager's attention immediately. Check plant for root problems, over-watering, or drainage problems, and repair the problem prior to replacement. Replacement plants shall be of the size, condition, and variety acceptable to the LMD Manager. The Contractor shall pay for all replacement plants, including materials, transportation, and labor, unless the LMD Manager determines that the plant was damaged by others, or as a result of an event without control or negligence by the Contractor.

707-6.10 Tree Removal

Tree removal shall be based on dead, diseased, unsafe, and undesirable trees, as required by the LMD Manager.

708 SHRUB AND VINE CARE

All shrubs and vines shall be checked weekly for breakage or damage, special watering needs, etc., and treated, as necessary. All undesirable conditions shall be eliminated by improved landscape maintenance practices. All shrubs shall be maintained in a healthy vigorous condition.

708-1 PRUNING

Pruning shall be performed as a continuous on-going operation, and shall be done under the direction of the LMD Manager or representative, not allowing plants to develop stray, undesirable growth. Trimming, pruning, thinning and training are functions to be done, as needed, to maintain a pleasing appearance. Ranging shrub/vines such as Tecomaria and Plumbago species shall be maintained no higher than 4 feet above grade.

Shrubs that bloom on new wood, such as rose and Rhamnus species, shall only be pruned after flowering.

All pruning shall be done to achieve a naturalistic shape, not hedged into geometric forms unless specified by the LMD Manager or their representative. The design intent is to have naturalistic shrub masses, not individual shrub forms or standards. Pruning shall be done by selectively removing woody stems from inside shrubs on an as-needed basis, and as directed by the LMD Manager or their representative. Excessive pruning or stubbing back will not be permitted. Shrubs shall be topped only when necessary for appearance and after interior selective branch pruning has been completed and approved by the LMD Manager or representative. Shrubs shall be pruned and thinned using hand-held shrub pruners. **Hedge shears and clippers shall be used only on plantings designed as hedges.**

Where trees and shrubs occur in close proximity to walks or parked cars, pruning shall be done to allow movement without interference from branches and foliage.

708-2 INSECT, DISEASE AND PEST CONTROL

Contractor shall check all plant material in landscaped areas regularly, (once a week at a minimum) and apply insecticides and fungicides at the first sign of infestation. For control of aphids, scale insects, other insects, disease and pests, refer to Section 704.

708-3 WEED AND RODENT CONTROL

For weed and rodent control refer to Section 704-1.

708-4 PLANT REPLACEMENT

Refer to Section 707-4.

708-4.1 Refurbishment Planting

Where existing shrubs and vines are so overgrown that proper maintenance cannot be performed, the Contractor shall notify the LMD Manager. The Contractor and LMD Manager shall collaborate to develop a refurbishment work plan that brings the area to a sustainable condition.

The Refurbishment Work Plan may include the following elements:

1. reduction of height by pruning in stages;
2. removal of dead material;
3. replacement with desirable species; and
4. removal and replacement of planting areas.
5. Repair and/or installation of irrigation system.

When removal and replacement of planting areas is an approved action by the LMD Manager, the Contractor shall provide a landscape design and estimate of probable cost to the LMD Manager. The LMD Manager or their representative may solicit proposals for the work from the Contractor or others. All refurbishment work shall be authorized by the LMD Manager.

Shrubs and vines proposed for refurbishment planting shall be capable of maintenance at a height of 2 feet for a distance of 50 feet to 100 feet from roadways. A tapered appearance shall be maintained at all edges.

708-5 FERTILIZATION

Shrubs located in groundcover areas shall not require additional fertilizing. See Section 706-3, for fertilization application in-groundcover areas. Shrubs and vines not located in groundcover areas shall be fertilized as shown in the Appendices.

708-6 WATERING

Watering shall be done in accordance with Section 706-2. Contractor shall maintain a watering basin around all shrubs and vines on slope areas to assure adequate water penetration.

708-7 TRASH COLLECTION AND DISPOSAL

Leaves and other debris from the landscape maintenance operations as well as trash and litter blown by the wind or deposited by persons passing by or visiting the shrub area portions of this contract shall be collected on a daily basis. All paper, trash, cans, bottles, etc., may not be dumped onsite in trash containers/dumpsters, but shall be disposed of offsite in a legal manner at the Contractor's expense.

Leaves, grass clippings, branches, weeds, and all other landscape debris accumulated from the maintenance operations shall be disposed of offsite the same day the landscape debris is accumulated.

"Green waste" requirements shall apply. (See Section 705-12, Green Waste)

709 IRRIGATION SYSTEMS CARE

The Contractor shall inspect and evaluate all irrigation systems within 30 days of the beginning of the contract. If the working order of any system is found to be in disrepair at the start of work, the LMD Manager shall be notified in writing immediately and necessary repairs shall not occur prior to LMD Manager's authorization.

At the close of the contract period, all irrigation systems shall be checked by the Contractor and LMD Manager or representative and shall be returned to a satisfactory working condition. Any faulty portion found to be the result of the Contractor's negligence shall be repaired or replaced by the Contractor at no cost.

709-1 IRRIGATION REPAIR AND OPERATION

Irrigation system components that have been damaged as a result of Contractor's neglect shall be repaired or replaced immediately by the Contractor at no cost to the LMD. The Contractor shall notify the LMD Manager or their representative in writing the same day of discovery of damage to irrigation system components that do not result from the performance of the work by the Contractor and, upon receipt of the LMD Manager or their representative's written authorization, the Contractor shall repair said damage as soon as possible after authorization, billing the LMD for the cost of such repair on the subsequent monthly billing statement. Failure to report promptly any damages will require Contractor to make repairs at its own expense. All replacement of irrigation system components shall be original equipment types where known. All substitutions for replacement equipment shall be approved in writing by the LMD Manager prior to performing the work.

Irrigation shall be performed by the use of automatic irrigation systems, where available and operable; however, failure of existing irrigation systems to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site. Contractor shall be responsible at all times for hand watering and bleeding of valves in emergency situations as required to sustain and prevent loss of turf, trees, plants and groundcovers when automatic or other systems are not functioning.

All damages to public or private property resulting from excessive irrigation water not the result of a malfunctioning irrigation system (i.e., faulty such as irrigation controller, remote control valve), or irrigation water run off shall be charged against the monthly contract payment unless immediate repair is made by the Contractor to the satisfaction of the LMD Manager or representative.

The Contractor shall keep controller enclosures and valve boxes clear of solids and debris and shall maintain the irrigation system, including the replacement, repair, adjustment, raising or lowering, straightening, and any other operation required for the continued proper operation of the system from the water meter throughout the work site. Repair or replacement includes, but is not limited to, system laterals (piping), mains (pressure lines), control valves, controllers, controller enclosures head caps, head risers, valves covers, boxes and lids, including electrical pull boxes and lids, valve sleeves, quick coupler valves, hose bibs, and batteries. **Controller enclosures shall be closed and locked at all times. Locking mechanisms shall be functional and in good repair at all times.**

709-2 CONTROLLER PROGRAMMING

Controllers shall be set for the optimum operating time for each valve. The valve time should be set for less time than it takes irrigation run-off to occur. Controllers should then be set for the maximum start times required for all stations to deliver optimum amounts of irrigation water within the watering time available. (See Section 705-7)

709-3 SYSTEMS MONITORING

709-3.1 General

The Contractor shall inspect the irrigation systems for broken and clogged heads, malfunctioning or leaking valves, or any other conditions which hamper the correct operation of the system. Authorization must be obtained from the LMD Manager or their representative in writing before proceeding with work not covered under normal maintenance work. All landscaped areas shall be irrigated by an operable irrigation method until all authorized repairs have been completed to the LMD Manager or their representative's satisfaction. Each system shall be checked by the Contractor weekly and all necessary adjustments made to heads which throw onto roadways, walks, windows, or out of intended area of coverage. The Contractor shall clean and adjust irrigation heads as needed for proper coverage. Each system shall be manually operated and observed on a monthly basis.

The Contractor shall turn off irrigation systems during periods of expected rainfall and at times when suspension of irrigation is desirable to conserve water while remaining within guidelines of horticulturally acceptable maintenance practices.

709-3.2 Irrigation Audits

Each year during the contract anniversary month, the Contractor and LMD Manager or their representative shall conduct an audit of the entire irrigation system. This audit shall include examination of operating systems, controller programming, pressure test of main lines, filter conditions, and all other items as required under Systems Monitoring.

709-3.3 Coverage/Application

Generally, watering shall be done at night, between the hours of 10:00 p.m. and 6:00 a.m., unless otherwise directed by the LMD Manager. (See Section 705-7)

The Contractor shall operate systems and irrigation heads as seasonal conditions require. During extremely hot weather, overextended holiday periods and during or following breakdown of

systems, the Contractor shall provide adequate personnel and materials as required to maintain systems and adequately water all landscaped areas. When breakdowns or malfunctions occur, the Contractor shall water manually by whatever means necessary to maintain all plant material in a healthy condition. Dry conditions shall not be permitted to develop.

709-3.4 Tests

For irrigation purposes, the Contractor shall test the soil in turf and groundcover areas and around trees and shrubs monthly or as necessary with soil probes to determine that the proper amount of water is being applied at all times. This information shall be used to adjust watering times on the controller and supplemental hand or deep watering, as necessary, and to assure that over watering does not occur.

The Contractor shall make the soil probe available at all monthly walk-through inspections.

709-3.5 Valve Box Cleaning and Inspection

All valve boxes for shut-off valves, remote control valves, pressure relief valves, etc., shall be inspected for condition, including siltation and build-up within the box. Silt and debris shall be removed and clean gravel used for replacement. The bottom of all valves shall be exposed.

709-3.6 Above Ground Facilities Maintenance

All above ground facilities, such as irrigation controller enclosures, meter pedestals, booster pump enclosures and housings, backflow prevention devices, and backflow prevention device enclosures, shall be inspected monthly for condition. Rusted and/or broken enclosures except those made of stainless steel shall be painted, repaired, or replaced, as needed. Paint color and type shall be approved by the LMD Manager.

709-4 GRASS AND GROUNDCOVER TRIMMING

Grass and groundcovers shall be neatly trimmed away from irrigation heads to ensure proper coverage and operation. Edge-cutting of sprinkler heads adjoining back of curb shall maintain a maximum turf height of 2-inch to allow proper sprinkler head operation and irrigation coverage. As necessary, turf immediately adjacent to irrigation heads shall be trimmed, as directed by the LMD Manager or their representative and under no circumstances shall an area larger than the head diameter be removed. Weed or turf killer shall not be used. Groundcovers shall be trimmed away from irrigation heads by tapering away from head. Holes shall not be cut into groundcover areas. As groundcovers grow in height, risers may need to be extended to properly clear top of groundcovers.

709-5 MAINTENANCE WORK NOT INCLUDED

Testing, certification, and service of the backflow prevention shall be done by others and coordinated by the Las Virgenes Municipal Water District (LVMWD). However, it shall be the Contractor's responsibility to repair or replace any backflow devices as required by the LVMWD. Invoices for said work shall be mailed to the LMD Manager or his representative.

The Contractor shall **not** maintain LMD common areas that have been fenced in by adjacent homeowners.

710 GRAFFITI REMOVAL

710-1 GENERAL

Contractor shall report all observed graffiti within the contract area to the LMD Manager or their representative as soon as possible. The Contractor may be directed to remove graffiti on a time-and-materials basis.

APPENDIX A

Quality Control Report Sample City of Calabasas Oak Tree Ordinance Sample Bid Schedule

QUALITY CONTROL REPORT (Submit with Monthly Invoice)		Las Villas Homeowners Association - Zone 11				
Work Area No.	Description	Name of Task and Physical Location of Work Completed within Work Area	Completed on Schedule		Date	
			Yes	If No, Explain	From	To

Date_____

OAK TREE STANDARDS

FUEL MODIFICATION GUIDELINES

This document provides standards for fuel modification performed within the City of Calabasas. Any contractor performing brush clearance operations shall be required to perform in accordance with these standards. These guidelines are based upon information contained in the City of Calabasas Oak Tree Preservation and Protection Guidelines.

DEFINITION

An oak tree shall be defined as any tree of the *Quercus* genus including, but not limited to, *Quercus agrifolia* (Coast Live Oak), *Quercus dumosa* (Scrub Oak) and *Quercus lobata* (Valley Oak). Said trees shall have an average diameter of at least one inch (1") when measured twelve inches (12") above natural grade. Trees not meeting these genus and size criteria shall be exempt from these standards.

**COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER
ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22
IN THE CITY OF CALABASAS, CA 91302**

**BID SCHEDULE PROCEDURE
SAMPLE BID SCHEDULE**

BID SCHEDULE FORMULA

MY LLAD						
Item No.	Description	Unit	Estimated Quantity	Unit Price	Annual Frequency	Annual Amount
EXAMPLE 1						
1	Facility inspection by contractor, visual / operational.	LS	1	\$ 50.00	12	\$ 600.00
EXAMPLE 2						
2	Mowing.	100 SF	529	\$ 1.50	52	\$ 41,262.00
TOTAL AMOUNT OF BID SCHEDULE IN FIGURES						\$ 41,862.00
TOTAL AMOUNT OF BID SCHEDULE IN WORDS						
Forty-One Thousand Eight Hundred Sixty-Two Dollars						

PERFORM CALCULATIONS AS SHOWN BELOW

(ESTIMATED QUANTITY) X (UNIT PRICE) X (ANNUAL FREQUENCY) = ANNUAL AMOUNT

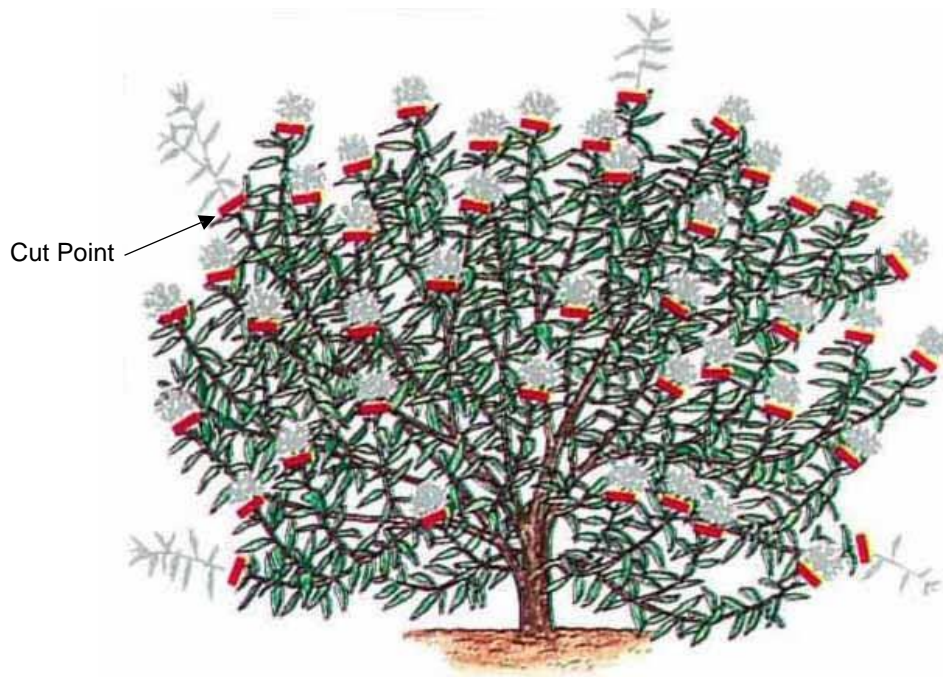
EXAMPLE 1: 1 X 50.00 X 12 = \$600.00

EXAMPLE 2: 529 X 1.50 X 52 = \$41,262.00

APPENDIX B

PROPER PRUNING TECHNIQUES AND ILLUSTRATIONS

GROUP 1

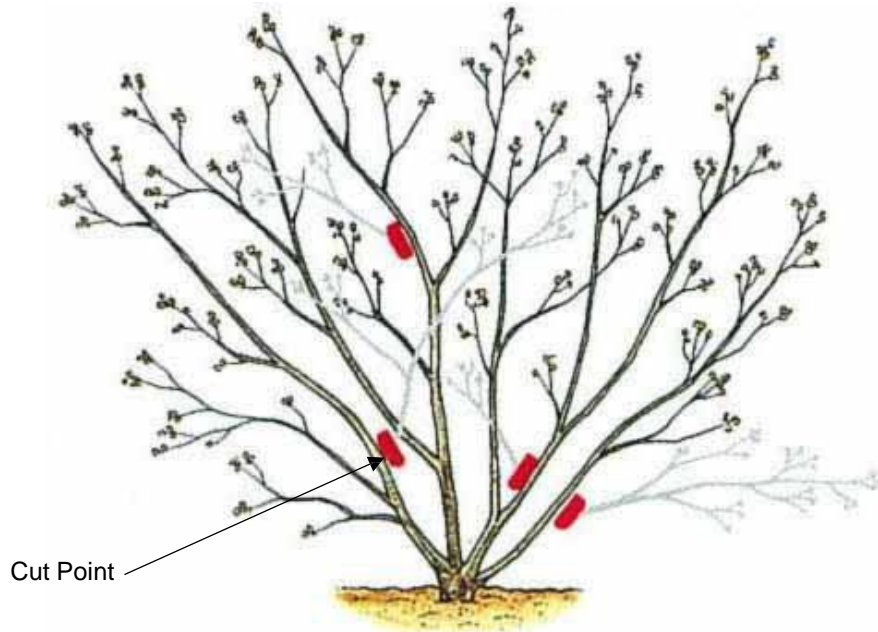


- **Characteristic:** Evergreen shrubs that flower between winter and early summer on previous or current year's growth and need minimal pruning.
- **Action:** Trim or lightly cut back shoots that spoil symmetry. Deadhead regularly if practical (unless fruit are desired).
- **When:** Annually, after flowering. Remove dead and damaged growth in midspring.
- **Plant Species:**
 - Abelia x. grandiflora – *Glossy Abelia*
 - Berberis spp. – *Barberry*
 - Cotoneaster parneyi – *Parney Cotoneaster*
 - Heteromeles arbutifolia – *Toyon*
 - Mahonia spp. – *Oregon Grape*
 - Phaphiolepis indica – *Indian Hawthorn*



CITY of CALABASAS

GROUP 2

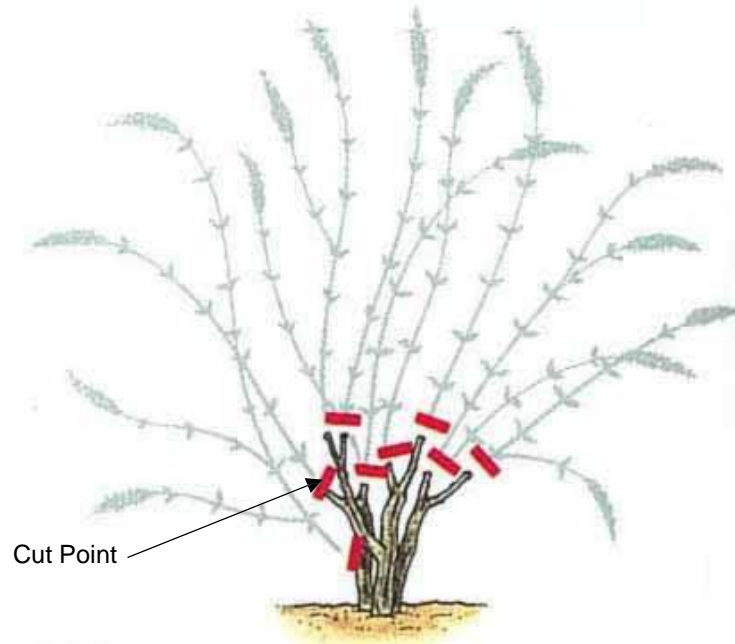


- **Characteristic:** Evergreen and deciduous trees and some deciduous shrubs that flower on previous or current year's growth and need minimal pruning.
- **Action:** Remove wayward or crossing shoots to maintain permanent, healthy framework.
- **When:** In late winter or early spring, when dormant; some in late summer or early autumn to prevent bleeding of sap.
- **Plant Species:**
 - Ilex* spp. – *Holly*
 - Ligustrum* spp. – *Privet*
 - Photinia* x. *fraseri* – *Red Leaf Photinia*
 - Pittosporum tobira* – *Japanese Mock Orange*



CITY of CALABASAS

GROUP 3

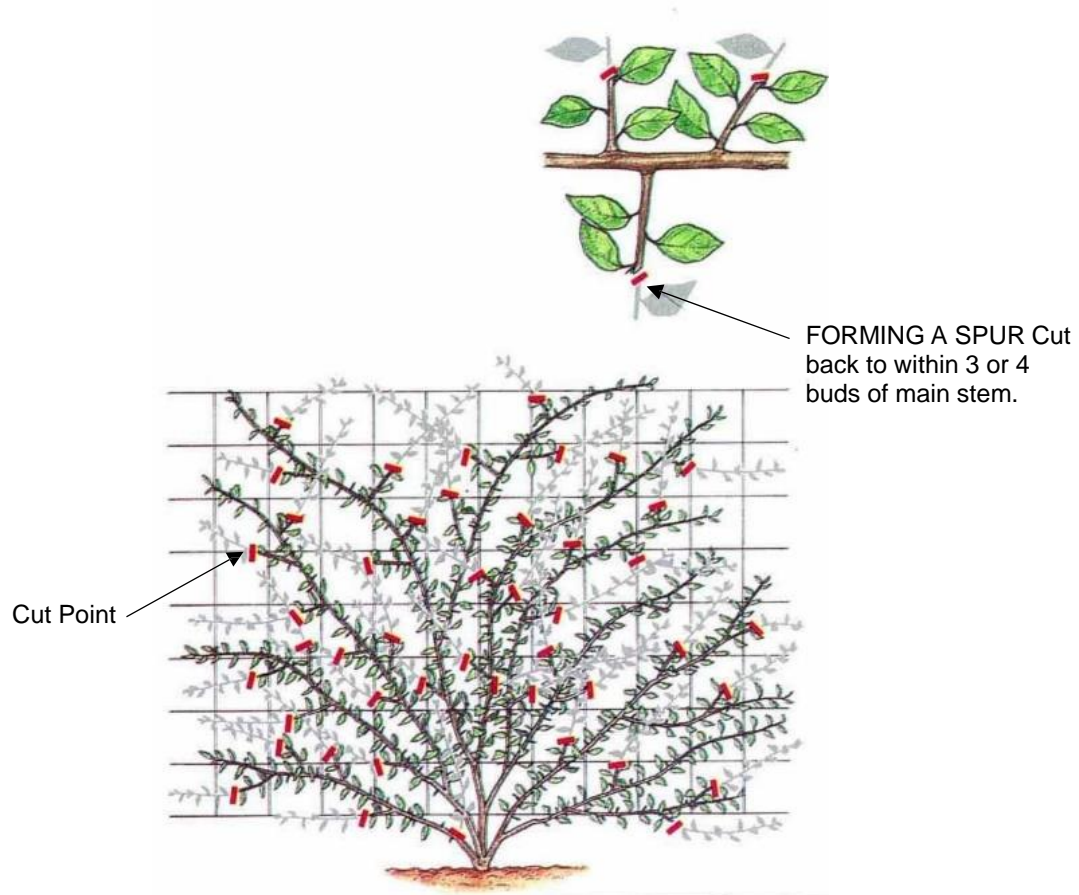


- **Characteristic:** Deciduous shrubs that flower in mid- or late summer to autumn on current year's growth.
- **Action:** Cut back on low permanent framework. For subshrubs, and for drastic renovation, cut back all flowered stems close to the base..
- **When:** Annually, as buds begin to swell in early spring.
- **Plant Species:**
Lavatera spp. - *Mallow*



CITY of CALABASAS

GROUP 4

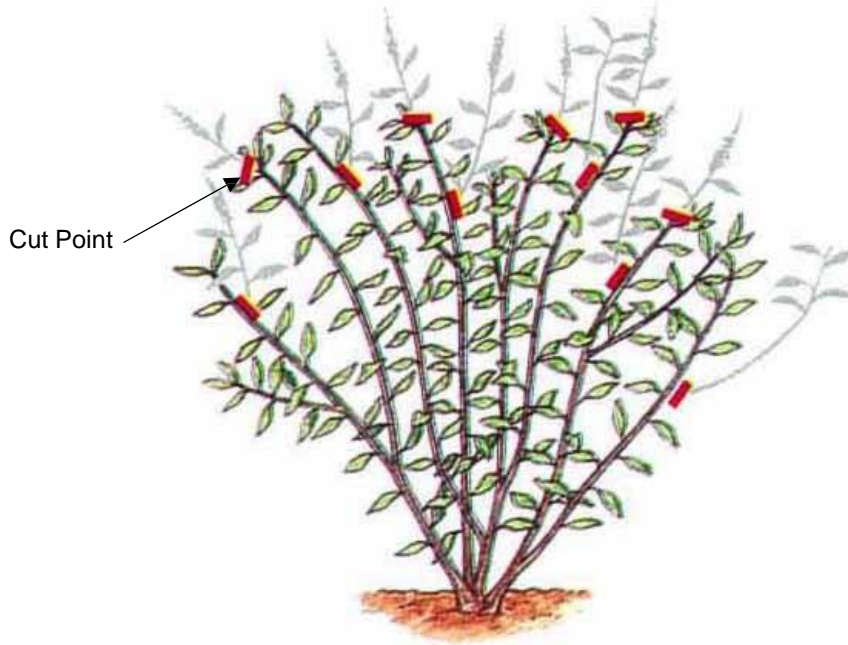


- **Characteristic:** Less vigorous, deciduous and evergreen climbers that flower on previous or current year's growth.
- **Action:** "Spur prune" by cutting back side-shoots to within 3 or 4 buds of permanent framework. Thin out overcrowded shoots.
- **When:** Annually:
 - after flowering, if flowering on previous year's growth.
 - in late winter or early spring, if flowering on current year's growth.
- **Plant Species:**
 - Bougainvillea spp. – *Bougainvillea*
 - Plumbago ariculata – *Cape Plumbago*



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GROUP 5

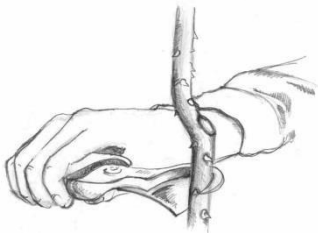


- **Characteristic:** Evergreen shrubs that flower between midsummer and late autumn on previous or current year's growth, or that bear significant flowers, and that need minimal pruning.
- **Action:** Trim or lightly cut back shoots that spoil symmetry. Shrubs grown for foliage often tolerate harder pruning. Deadhead regularly if practical (unless fruit are desired).
- **When:** Annually, or as necessary, in mid- or late spring.
- **Plant Species:**
 - Abutilon spp. – *Chinese Lantern*
 - Acacia redolens – *Prostrate Acacia*
 - Escallonia spp. – *Escallonia*
 - Hibiscus rosa chinensis – *Hibiscus*
 - Lantana spp. – *Lantana*
 - Nandina domestica – *Heavenly Bamboo*
 - Nerium oleander – *Oleander*
 - Rhus integrifolia – *Lemonade Berry*
 - Tecomaria capensis – *Cape Honeysuckle*
 - Xylosma congestum – *Shiny Xylosma*

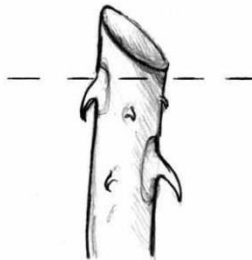


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GROUP 6



PRUNING SHEARS of the scissor action type make the cleanest cuts. Hold them so that the cutting blade is down.



PROPER CUT slant at 45-degree angle, upper point is 1/3 to 1/4 inch above growth eye, lower point is slightly above level of eye on opposite side of stem.

Rounded Form



Prune away weak, spindly canes, and cross canes



Remove dead wood



Suckers – below bud union



•Plant Species:

Rosa spp. – Rose



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APPENDIX C

WORK LOAD INVENTORY MAP(S) AND/OR PLAN(S)

