



## TOWN OF APPLE VALLEY TOWN COUNCIL STAFF REPORT

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**To:** Honorable Mayor and Town Council                      **Date:** March 27, 2012

**From:** Ralph Wright, Parks and Recreation Manager    **Item No:** 8  
Parks and Recreation Department

**Subject:** CONTRACTING OF LANDSCAPE MAINTENANCE SERVICES FOR  
THE TOWN'S PARK SYSTEM

**T.M. Approval:** \_\_\_\_\_

**Budgeted Item:**  Yes  No  N/A

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### RECOMMENDED ACTION:

That the Town Council:

Provide direction to Staff with regard to contracting out Parks Landscape Maintenance Services.

### SUMMARY:

As part of the FY 2011/12 Budget discussions and adopted Budget, the possibility of contracting out Park's landscape services was one of the budget balancing options and in order to garner a clear understanding of the potential savings by contracting out this service, the Town Council directed Staff to develop an Request for Proposals (RFP) for performance of Park's landscape maintenance services. Staff developed the RFP and at their October 11<sup>th</sup> meeting, the Town Council directed Staff to issue the RFP. The RFP was issued and received five submittals from interested contractors to perform the service for the Town.

After evaluating the submittals, Staff met with Council in closed session in regard to the personnel implications of possible dissolution of the Parks Division with the award of contract. Staff then negotiated a contract with M & E Lawncare for Parks Landscape Maintenance Services. Attached to this item is the contract including specifications as well as a Lease Agreement for use of certain Town equipment, office and storage space to aid in the performance of the contract. If the direction of Council is to go forward with the contract, the anticipated start date for the contractor would be May 1<sup>st</sup>.

By contracting out this service, the contractor will absorb many of the duties and responsibilities of the Parks Division resulting in the Parks Division staff being subject to layoff from Town employment. As part of the agreement, the Contractor will be required to employ all existing Park's Maintenance staff , who choose to work for the contractor, for a minimum of six months at the contractor's customary wage.

There are duties that could not be incorporated into the contract and if they were to continue, those duties, in order to continue the current level of service would become the responsibilities of the Facilities Division. These duties include but are not limited to building and fence repairs, ballfield development and daily preparation, Horsemen's Center Arena preparation, event support, facility support for classes, rentals and programs and in house work on construction projects.

If it is the direction of the Council to contract out these services, Staff will bring an item back at the April 10<sup>th</sup> meeting of the Town Council creating establishing the Facilities Superintendent classification and requesting authorization for the addition of one (1) full time position. This position would be responsible for the day-to-day administration of the maintenance contract as well as supervision of the maintenance work not included in the contract.

By contracting out the parks landscape maintenance services for the Town, it is anticipated that there will be a reduction in the total expenditures of the Parks and Recreation Budget of \$513,424 without a reduction in the service levels to the community. This savings is based on FY Budget 11/12 and considers a 10% contingency on the contract, the creation of one full time position; a Facilities Superintendent and staffing and associated operational costs to perform the duties not included in the contract.

At the February 28, 2011 Town Council meeting, Council Member Roelle asked what type of pay cuts current Park Maintenance employees would need to take to achieve the same level of savings of \$513,774 that can be realized by contracting out Parks Maintenance to a private contractor. In order to achieve the same level of savings as contracting out Park Maintenance services, the Department would have to permanently eliminate the four (4) positions recently vacated by retirements which would result in a savings of \$328,780 and reduce the remaining ten employee's salary by 39% (\$184,994). Additionally, work performed by the four retired employees would need to be performed by the remaining ten employees to maintain the same level of service as proposed by the private contractor. A salary reduction of this nature would also require Council to approve an amendment to the Town's Classification Plan.

## **BACKGROUND:**

In 2001, the Town, through the LAFCO process, took over the responsibilities of the former Apple Valley Recreation and Park District. The Park District was dissolved and the tax allocation designated for the operation of the District was redistributed to the Town. Since that time, the Town has expanded its park system with the addition of Civic Center Park, including the Aquatic Center, and an expansion of Lenny Brewster Sports Center. Additionally, the Department has expanded its programming including large scale events like the Summer Concert Series and seasonal festivals. With the expansion of the park system and programming, the operational expenditures have increased at a greater rate than the corresponding revenues creating a funding gap within the Department. Based on the FY 11/12 Budget, this funding gap required support of the General Fund of just over \$1,000,000.

Over the last five years, the Town has deferred maintenance in an effort to reduce this funding gap, but increases in utility rates and increasing vehicle and equipment repair costs have offset savings. The direction of contracting much of the parks landscape responsibilities allows for a continuation of, and in some areas, an increase in the service levels of our parks. It is anticipated that implementation of the recently adopted recommendations of the Parks and Recreation Ad Hoc Committee will result in a reduction in the funding gap of over \$200,000 for FY 12/13.

### **The RFP Process –**

As part of the budget balancing strategies laid out during the budgeting process for FY 11/12, Staff was asked to develop an RFP for Parks Landscape Maintenance Services. Staff inquired with other California cities, in way of a list serve request, for contract specifications and information on the performance of contracting out this service. This information, coupled with a full evaluation of the duties and responsibilities of the division enabled Staff to develop a comprehensive RFP and job specifications. Staff brought a draft of the RFP to the Town Council on October 11, 2011 and was directed to issue the RFP.

Eight contractors participated in the Job Walk on November 16, 2011 and five contractors provided submittals in response to the RFP. After evaluating the responses, Staff carefully looked at the current division budget for costs that would be eliminated through contracting, continuing costs as well as new costs that were anticipated to manage the contract as well as handle responsibilities of the Parks Division but not included in the contract. It was determined that all five presented a cost savings to the Town and the three lowest cost proposals would provide a minimum savings of between \$350 to \$500 thousand dollars per year. The potential savings based on FY Budget 11/12 and the Fee Schedule, listed as Exhibit A, in the contract with M & E Lawncare is anticipated to be \$513,424.

### **The Contractor –**

M & E Lawncare submitted the proposal with the lowest associated costs for the required services and is a local business based in Apple Valley. M & E Lawncare has operated for five years and the owner was a foreman in the maintenance landscape field for over ten years prior to establishing the business. M & E Lawncare does not currently have a contract of the similar scale as this project. However, Staff contacted all of the business references that M & E Landscape is involved with contractually and each business was quite happy with M & E Lawncare's performance and highly recommended them. After meeting with M & E Lawncare, it is clear to Staff that they have a clear understanding of the scope of the contract and feel the contract has clearly defined performance requirements and the Town is protected if the performance requirements are not met.

### **The Contract –**

The attached contract includes completed maintenance specifications that clearly define the work that is to be performed, the frequency of those duties and a timeframe for the completion of the required work. The contract requires automobile, general liability as well as workman's compensation insurance and indemnification clauses at levels acceptable to our insurance authority. Additionally, the contract was developed to ensure a high level of performance and to this end, the contract provides the Town with protection in the event that performance deficiencies are not corrected in an acceptable timeframe. In the event it is the direction to increase or decrease the level of service in the parks system, the contract provides the Town the ability to make additions or deletions to the specifications including the addition or deletion of the areas that are to be maintained as part of the contract with thirty days written notice.

The term of the contract is for the remainder of the current Fiscal year and an additional two Fiscal Years. Anticipated timeframe to be May 1, 2012 through June 30, 2014. The contract allows for up to five (2) year extensions if the Council feels it is in the best interest of the Town to do so.

### **Equipment Lease Agreement -**

It was the desire of the Town and the Contractor to enter into an agreement for the lease of certain equipment, office and storage space to aid the contractor in the performance of the contract. Attached with this Staff Report is an Equipment Lease Agreement. As part of the agreement, the Contractor will lease two trucks, two maintenance carts, office and storage space on a year round basis and mowers, trailers and and aerator on a seasonal basis. As compensation to the Town for the lease of this equipment and space, the Contractor agrees to pay to the Town a monthly fee. This fee consists of rates for the year round and seasonal leases.



There are also additional allowances in the agreement for the Contractor to request additions to the equipment list for additional compensation if the Contractor determines a need in the performance of the contract. The yearly lease agreement totals \$15,000 and was established during the negotiations and based on the value of the equipment that is to be leased.

**Potential Savings under the contract –**

Contracting out the landscape maintenance services for the Town's Park System provides the Town an opportunity to realize a significant cost savings and reduction the Parks and Recreation Budget funding gap without a reduction in the service levels to the community.

Staff has reviewed the entire park's maintenance budget and compared the cost of operations as detailed in the FY 2011-12 Budget to the resulting operations costs with contracting out a majority of the Parks Division's responsibilities. This comparison took into consideration the cost of the contract for parks landscape services, the continuing costs of operations including utilities such as water and electric, disposal services, and additional costs for staffing and operations to perform the duties that are not included in the contract.

The additional costs as determined in this cost comparison include the Facilities Superintendent position as well as the staffing requirement to carry out the assigned duties not included in the contract. This Facilities Superintendent position will be responsible for the day to day administration of the contract and responsible for the managing the duties not included in the contract including preparation of ballfields and arenas, fence and building maintenance, event, class and program support , and construction projects within the parks.

The table below is a summary of that cost comparison:

Potential Cost Savings by contracting park's landscape services Most conservative approach			
FY 11/12 Budget (1)	Contract Amount	Continuing Costs (2)	Potential Savings (3)
\$1,986,385.00	\$453,108.00	\$769,542.00	\$763,735.00
New costs for Facilities Superintendent and staffing and operational costs.			-\$220,000.00
Contingency Allocation - Based on 10% of Contract			-\$45,310.80
Revenue generated from Lease Agreement			\$15,000.00
Total Potential Savings by Contracting (4)			\$513,424.20
<p>(1) Includes \$64,515 allocated in the Public Facilities Budget for maintenance of Town Hall. Includes the salaries and benefit costs allocated to Cramer Family Park.</p> <p>(2) Continuing costs include disposal services, utilities, vandalism repair costs, paper products and Department's operating transfer.</p> <p>(3) Savings prior to costs of Facilities Superintendent, 10% contingency for maintenance as well as the additional staffing and operational costs for performance of duties that are not included in the contract.</p> <p>(4) Total potential savings including new costs</p>			

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Ralph Wright  
Parks and Recreation Manager

Attachments: 1) Lease Agreement  
2) Contract for Parks Landscape Services

## EQUIPMENT LEASE AGREEMENT

This agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2012, by and between the Town of Apple Valley, hereinafter referred to as the "Town" and M & E Lawncare, hereinafter referred to as the "Lessee," approve and execute this agreement.

Whereas, the Town has entered into a contract with the Lessee to perform Parks Landscape Maintenance Services and

Whereas, the Lessee desires to enter into an arrangement with the Town for the lease of certain equipment, office and storage space upon the terms and conditions contained in this agreement.

Now therefore, the parties hereto do agree as follows:

1. Equipment: Town shall lease equipment to Lessee as listed in Exhibit A. Except for identification required by Federal and State regulatory agencies, Town shall hold full legal title to all equipment.

2. Compensation: Lessee shall compensate the Town for the lease of the equipment, office and storage space(s) at the rates and timeframe set forth in Exhibit B as may be changed from time to time by mutual agreement of both parties. Town shall invoice Lessee on a monthly basis and Lessee shall provide any payment due to the Town within thirty (30) days of the date of invoice.

3. Additional equipment needs or extension of mowing season: The Lessee, after further evaluating the needs of the contract, can request use of additional equipment owned by the Town to complete the Park's Landscape scope of services. Additionally, if seasonal needs dictate an extension of the mowing season, the Lessee can request use of the listed equipment for an extended duration. Requests for the use of additional equipment and an extension of the use of the agreed upon seasonal equipment must be made in writing to the Parks and Recreation Manager.

4. Maintenance of Equipment: Lessee agrees to perform maintenance and needed repairs during the entirety of the lease agreement as per mutually agreed upon standards.

5. Condition of Equipment: Except for normal wear and tear, all equipment and office space shall be returned by the Lessee to Town in the same condition as when made available by Town to Lessee. Lessee shall indemnify Town for repairs, costs and devaluation expense on all equipment returned to the Town damaged. Upon termination or expiration of this agreement, all equipment and keys will be delivered to, at or such other place as mutually agreed upon by the parties. If equipment is involved in an accident and is a total loss, the value of the equipment will be determined by the Fair Market Value of such equipment, which will be determined by a third party appraiser.

6. Licenses, Permits and Taxes: Except as otherwise agreed upon in writing by the parties, Lessee shall be responsible for obtaining all licenses and permits for use of the equipment.

7. Insurance:

A.

Lessee shall procure and maintain for the duration of the contract with the Town, insurance against claims, injuries to persons, or damage to property which may arise from or in connection with products and materials supplied to the Town. The cost of such insurance shall be borne by the Lessee.

Lessee's coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) and shall include products coverage and auto coverage. Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by the Parks and Recreation Manager and Town Attorney.

Lessee shall maintain minimum limits no less than one million dollars (\$1,000,000.00) for automobile per occurrence and one million dollars (\$1,000,000) for bodily injury and property damage, and an aggregate limit of two million (\$2,000,000). If the lessee maintain higher limits than the minimum amount shown above, the Town requires and shall be entitled to coverage for the higher limits maintained by the lessee. The Lessee's insurance coverage shall be primary insurance with respect to the Town, its officers, officials, employees and volunteers.

Any deductibles or self-insured retentions must be declared to and approved by the Town. At the option of the Town, either: the Lessee shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions with respect to the Town, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Town guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

The policy or policies are required to contain, or be endorsed to contain, the following provisions:

1. The Town, its officers, officials, employees and volunteers are to be covered as additional insured as respects to products of the Lessee.
2. The Lessee's insurance coverage shall be primary insurance as respect to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers, shall be excess of the Lessee's insurance and shall not contribute with it.
3. Each insurance policy required by this contract shall state that coverage shall not be cancelled except after thirty (30) days' prior written notice has been provided to Town.

The Lessee shall furnish the Town with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Lessee before the work commences. The Town reserves the right to

require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Lessee hereby grants the Town a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Town by virtue of the payment or any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Town has received a waiver of subrogation endorsement from the insurer.

The Town reserves the right to modify these requirements at any time, including limits, based on the nature of risk, prior experience, insurer, coverage, or other special circumstances.

The Lessee shall name the Town, its officers, officials, employees, and volunteers are to be covered as additional insured on the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Town including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance. Lessee's insurance coverage shall include all automobiles utilized by Lessee's personnel in the performance of this Agreement.

8. Use of Equipment: Lessee agrees to operate the Equipment in a safe manner and comply with all federal, state and local rules and regulations relating to the operation and use of the Equipment. Lessee shall be responsible for training all users on the proper methods on use of the Equipment. Lessee shall not make any alterations or changes to the Equipment without the prior written consent of the Town. Upon termination or expiration of this Agreement, any alterations and changes shall be removed and the Equipment shall be restored to its original leased condition, reasonable wear and tear excepted.

9. Liability/Indemnification: Lessee shall indemnify and hold Town harmless from and against all loss, damage, fines, expense, actions and third party claims, including reasonable fees of counsel, to the extent caused by Lessee's operation of Equipment under this Agreement.

10. Unauthorized Use of Equipment: Lessee shall prevent the unauthorized use of the Equipment for any purpose outside the scope of this Agreement.

11. Term and Termination: This Agreement shall take effect on May 1, 2012 and continue until June 30, 2014.

10.01 This agreement can be extended for additional two year periods, subject to the terms and conditions contained herein, by giving Lessee written notice of exercise of this option to renew at least thirty (30) days prior to expiration of initial term of the agreement or each additional extension.

10.02 This Agreement can be terminated by either party by providing at least thirty (30) days written notice to the other party.

10.03 This Agreement will terminate automatically in the event that the Lessee is no longer contracted to perform Parks Landscape Maintenance for the Town.

11. General Provisions.

11.01 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral among the parties with respect to the subject matter hereof. Any revisions shall be documented and agreed to in writing by both Parties and will be deemed incorporated into this Agreement.

11.02 Governing Law. This Agreement and any dispute arising hereunder shall be governed by the law of the State of California.

11.03 Jurisdiction. The parties hereby irrevocably submit to the jurisdiction of any California State or United States Federal Court sitting in California over any action or proceeding arising out of this Agreement, and the parties irrevocably agree that all claims in respect to such action or proceeding may be held and determined in such California State or Federal Court.

11.04 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other party.

11.05 Notices. All notices or other communication required in connection with this Agreement shall be given in writing and shall be deemed sufficient if delivered by hand, recognized overnight delivery service or mailed by registered or certified mail, postage prepaid (return receipt requested) as follows:

If to Town: Frank Robinson, Town Manager  
Town of Apple Valley  
14955 Dale Evans Parkway  
Apple Valley, CA 92307

If to Lessee: Marcus Andersen  
M & E Lawncare  
P.O. Box 1735  
Apple Valley, CA 92307

11.06 Paragraph Headings. Paragraph headings of this Agreement are for convenience only, and shall not be deemed to define, limit or describe the scope or intent of this Agreement.

11.07 Severability. Should any provision of this Agreement be determined to be invalid or unenforceable under any law, rule or regulation, that determination shall not affect the validity or enforceability of any other provision of this Agreement.

11.08 Waivers. No term or condition of this Agreement may be waived unless a written waiver is signed by both the Town and the Lessee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TOWN OF APPLE VALLEY

LESSEE

\_\_\_\_\_  
Barb Stanton, Mayor

M & E Lawncare \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
LaVonda M-Pearson, Town Clerk

By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
John Brown, Town Attorney

“Corporate Seal”

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Frank Robinson, Town Manager



**EXHIBIT "A"**  
**Equipment List –**

Lease Agreement between the Town of Apple Valley and M & E Lawncare.  
For Landscape Maintenance Services for Town of Apple Valley Parks System

One each of the following:

<b>Year round Lease Equipment and Office/Storage Space</b>				
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TRUCKS				
Year	License	Make	Model	VIN
2005	1202424	Chevy	Silverado 2500 Ex Cab Utility	1GBHC29695E140056
2007	123014	Chevy	Silverado 2500 Ex Cab Utility	1GBHC29607E151501

CARTS				
Year	License	Make	Model	Item
		Toro	Workman	Utility Cart
		John Deere	TS	Utility Cart

Office and Storage Space
One 10' x 12' office at James Woody Community Center
Fenced Storage Space at James Woody Community Center and Lenny Brewster Sports Center

<b>Seasonal Lease Equipment</b>				
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MOWERS				
Year	License	Make	Model	Item
		Exmark	Lazer Z	72" Mower
		Hustler	Diesel Z	72" Mower
2001		Jacobsen	9016T	16' Gang Mower

TRAILERS				
Year	License	Make	Model	Item
2000	4EX7185	REDI-Haul		Big Mower Trailer
2006	1259903	ZIEMAN		Small Mower Trailer

Miscellaneous equipment				
Year	License	Make	Model	Item
2005		Agrimetel	W	Aerator

EXHIBIT "B"

**Equipment Lease Compensation Schedule**

Lease Agreement between the Town of Apple Valley and M & E Lawncare.  
For Landscape Maintenance Services for Town of Apple Valley Parks System

- 1) Monthly lease rate for items designated as year round lease of equipment,  
office and storage space in Exhibit A – Paid in twelve monthly installments       \$ 750.00
  
- 2) Monthly lease rate for items designated as Seasonal lease of equipment,  
in Exhibit A – (Planned months of use April – October)                               \$1,000.00

Town Agrees to invoice M & E Lawncare at the end of each month during the life of this agreement a total of \$1,750 during the months of April through September and \$750 per month during the months of October through March.

As per the Lease Agreement between the Town and M & E Lawncare, if the need arises and it is mutually agreed upon between both parties, an extension of the seasonal lease of equipment or additions to the leased equipment can be made. This requires a written request by the Lessee and additional compensation will be negotiated.

# CONTRACT FOR PARKS LANDSCAPE SERVICES

## TOWN OF APPLE VALLEY

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the TOWN OF APPLE VALLEY, a municipal organization organized under the laws of the State of California with its principal place of business at 14955 Dale Evans Parkway, Apple Valley, CA 92307, and hereinafter referred to as "Town", and M & E Lawncare, a \_\_\_\_\_, with its principal place of business at P.O. Box 1735, Apple Valley, CA 92307 and hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, Town is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose, and desires to contract with Contractor to perform the services detailed in this contract, including the Proposal, and

WHEREAS, Contractor desires to perform and assume responsibility for the provision of services required by the Town on the terms and conditions set forth in this Contract. Contractor represents that it is experienced in providing desired services to public clients, that it and its employees or subcontractors have all the necessary licenses and permits to perform such services in the State of California, and that it is familiar with the plans of Town;

NOW, THEREFORE, the parties hereto do agree as follows:

1. Scope of Services. Town hereby employs Contractor to perform the work and provide the services and materials as described in the Proposal, attached hereto and incorporated herein by this reference, including miscellaneous appurtenant work. Such work shall be performed in a good and workmanlike manner, under the terms as stated herein and in the Special Provisions, Bid Item Descriptions and the Proposal, and in accordance with the latest edition of the Joint Cooperative Committee, Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, document entitled "Standard Specifications". In the event of any conflict between the terms of this agreement and any of the above-referenced documents, the terms of this agreement shall be controlling.

2. Compensation. In consideration of the services rendered hereunder, Contractor shall be paid according to the prices listed on the Fee Schedule Exhibit A, attached hereto as a part of and in accordance with the Special Provisions.

3. Hold Harmless; Insurance. It is specifically understood and agreed by all parties hereto that Contractor is, for the purposes of this Agreement, an independent contractor and not an employee of the Town. Accordingly, Contractor shall not be deemed the Town's employee for any purpose whatsoever. Contractor shall not incur nor have the power to incur any debt, obligation or liability whatsoever for or against Town and shall hold harmless, indemnify and defend with the attorneys of the Town's choice, the Town of Apple Valley, its officers, employees, agents and representatives, from and against any and all obligations, claims, liens, or causes of actions, arising out of or related to Contractor's services hereunder.

Contractor shall procure and maintain for the duration of the contract with Town, insurance against claims injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the Town. The cost of such insurance shall be borne by the Contractor.

Contractor's coverage shall be at least as broad as Insurance Services Office Commercial General Liability

coverage (Occurrence Form CG 00 01) and shall include products coverage. Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by , the Parks and Recreation Manager and Town Attorney.

Contractor shall maintain minimum limits no less than one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage, and an aggregate limit of two million (\$2,000,000). If the contractor maintain higher limits than the minimum amount shown above, the Town requires and shall be entitled to coverage for the higher limits maintained by the Contractor. The Contractor's insurance coverage shall be primary insurance with respect to the Town, its officers, officials, employees and volunteers.

Any deductibles or self-insured retentions must be declared to and approved by the Town. At the option of the Town, either: the Contractor shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions with respect to the Town, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Town guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

The policy or policies are required to contain, or be endorsed to contain the following provisions:

- a. The Town, its officers, officials, employees, and volunteers are covered as additional insureds as respects to products of the Contractor.
- b. The Contractor's insurance coverage shall be primary insurance with respect to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Each insurance policy required by this contract shall state that coverage shall not be cancelled except after thirty (30) days written notice has been provided to the Town.

The Contractor shall furnish the Town with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Contractor before the work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor hereby grants the Town a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Town by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Town has received a waiver of subrogation endorsement from the insurer.

The Town reserves the right to modify these requirements at any time, including limits, based on the nature of risk, prior experience, insurer, coverage, or other special circumstances

The Contractor shall name the Town, its officers, officials, employees, and volunteers are to be covered as additional insured on the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Town including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance. Contractor's insurance coverage shall include all automobiles utilized by Contractor's personnel in the performance of this Agreement.

4. Assignment. This agreement may not be assigned by Contractor, in whole or in part, without the prior written consent of the Town.

5. Termination. This agreement may be canceled by the Town at any time without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, Town shall pay Contractor for all

services rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

6. Worker's Compensation Insurance. In accordance with the provisions of Division 2, Part 7, Chapter 1, Article 5 (commencing with Section 1860) and Division 4, Part 1, Chapter 4 (commencing with Section 3700) of the Labor Code of the State of California, the Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

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

7. General Rate of Per Diem Wages. Pursuant to the Labor Code of the State of California, the Contract Administrator of Industrial Relations has determined the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes applicable to the work to be done. This rate and scale are on file with the Parks and Recreation Manager and copies will be made available to any interested party on request. The Contractor to whom the contract is awarded, and the subcontractors under him must pay not less than these rates for this area to all workers employed in the execution of this contract.

9. Suit; Recovery of Attorney Fees & Costs. Should either party bring any action to protect or enforce its rights hereunder, the prevailing party in such action shall be entitled to recover, in addition to all other relief, its reasonable attorney fees and court costs.

10. Town Approval. All labor, materials, tools, equipment and services shall be furnished and work performed and completed under the direction and supervision and subject to the approval of the Town or its authorized representatives.

11. Gratuities. Contractor warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities or promises to Town employees, agents, or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.

12. Conflict of Interest. Contractor warrants that he is and will continue to be in compliance with all applicable conflict of interest laws.

13. Contractor's Affidavit. After the completion of the work contemplated by this Contract, Contractor shall file with the Town Manager his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors upon the job have been paid in full, and that there are no claims outstanding against the Project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

14. Notice to Town of Labor Disputes. Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contract, Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to Town.

15. Books and Records. Contractor's books, records, and plans or such part thereof as may be engaged in the performance of this Contract, shall at all reasonable times be subject to inspection and audit by any authorized representative of the Town.

16. Legal Day's Work. Eight (8) hours labor constitutes a legal day's work.

17. Inspection. The work shall be subject to inspection and testing by the Town and its authorized representatives.

18. Discrimination. Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sexual orientation, age, disability or handicap.

19. Governing Law. This Contract and any dispute arising hereunder shall be governed by the law of the State of California.

20. Written Notice. Any written notice required to be given in any part of the Contract Documents shall be performed by depositing the same in the U.S. Mail, postage prepaid, directed to the address of the Contractor as set forth in the Contract Documents, and to the Town addressed as follows:

Frank Robinson, Town Manager  
Town of Apple Valley  
14955 Dale Evans Parkway  
Apple Valley, California 92307

21. Clayton/Cartwright Acts Assignment. The Contractor agrees to assign to the Town all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Profession Code), arising from purchases of goods, services, or materials pursuant to the Public Works Contract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

22. Town Claims. Town does not waive any claims against Contractor by making any payment. The time limit for the Town to assert claims against Contractor shall not be limited by the Contract Documents but shall be in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

TOWN OF APPLE VALLEY

CONTRACTOR

\_\_\_\_\_  
Barb Stanton, Mayor

M & E Lawncare\_\_\_\_\_

ATTEST:

By:\_\_\_\_\_

Title:

\_\_\_\_\_  
LaVonda M-Pearson, Town Clerk

By:\_\_\_\_\_

APPROVED AS TO FORM:

Title:

\_\_\_\_\_  
John Brown, Town Attorney

“Corporate Seal”

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Frank Robinson, Town Manager



**INSURANCE REQUIREMENTS FOR THE TOWN OF APPLE VALLEY  
PARK LANDSCAPE SERVICES CONTRACT**

Contractor shall procure and maintain for the duration of the contract with Town, insurance against claims injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the Town. The cost of such insurance shall be borne by the Contractor.

Contractor's coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) and shall include products coverage. Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by the Parks and Recreation Manager and Town Attorney.

Contractor shall maintain minimum limits no less than one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage, and an aggregate limit of two million (\$2,000,000). If the contractor maintain higher limits than the minimum amount shown above, the Town requires and shall be entitled to coverage for the higher limits maintained by the contractor. The Contractor's insurance coverage shall be primary insurance with respect to the Town, its officers, officials, employees and volunteers.

Any deductibles or self-insured retentions must be declared to and approved by the Town. At the option of the Town, either: the Contractor shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions with respect to the Town, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Town guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

The policy or policies are required to contain, or be endorsed to contain, the following provisions:

1. The Town, its officers, officials, employees and volunteers are to be covered as additional insureds as respects to products of the Contractor.
2. The Contractor's insurance coverage shall be primary insurance as respect to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this contract shall state that coverage shall not be cancelled except after thirty (30) days' prior written notice has been provided to Town.

The Contractor shall furnish the Town with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Contractor before the work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor hereby grants the Town a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Town by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Town has received a waiver of subrogation endorsement from the insurer.

The Town reserves the right to modify these requirements at any time, including limits, based on the nature of risk, prior experience, insurer, coverage, or other special circumstances.

The Contractor shall name the Town, its officers, officials, employees, and volunteers are to be covered as additional insured on the Commercial General Liability policy with respect to liability arising out of work or



operations performed by or on behalf of the Town including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance. Contractor's insurance coverage shall include all automobiles utilized by Contractor's personnel in the performance of this Agreement.

## SPECIAL PROVISIONS

### SECTION 1

#### **I. GENERAL PROVISIONS**

The general provisions which shall apply to this contract shall be those set forth in the Standard Specifications for Public Works Construction, latest edition, published by Building News, Inc., 3055 Overland Avenue, Los Angeles, California 90034, hereinafter referred to as the Standard Specifications. The Standard Specifications are referred to and by this reference made a part hereof as though set forth at length. The Contractor is required to comply with the Standard Specifications in addition to the conditions set forth in these General Provisions, Special Provisions, and Bid Item Descriptions of these contract documents.

#### **II. AWARD OF BID AND EXECUTION OF CONTRACT**

**II-A. INSURANCE.** The Contractor shall at all times, maintain insurance coverage as set forth in Insurance Requirements For Town of Apple Valley.

**II-B. COMPLIANCE WITH PROVISIONS OF THE PUBLIC CONTRACT CODE.** All Contracts shall conform with the provisions of Sections 4100 through 4114, inclusive, of the Public Contract Code, as amended, concerning subcontractors and subcontracts.

**II-C. RETENTION OF EXISTING PARK STAFF.** The Contractor agrees to offer employment to all existing Parks Department maintenance staff, at the contractors customary wage rates, for a minimum of (6) six months after award of the contract. Within, and prior to the conclusion of the initial (6) six month period, contractor shall be required to interview all existing maintenance staff who apply for a position with said contractor. Offers of employment shall be considered for all positions determined to be required by the contractor to successfully process to work included in this contract.

#### **III. LEGAL REGULATIONS AND RESPONSIBILITY TO THE TOWN**

**III-A. LAWS TO BE OBSERVED.** The Contractor shall keep himself fully informed on all existing and pending State and National laws and all municipal ordinances and regulations of the Town, which in any manner affect those employed in the work, or the material used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. The Contractor shall particularly observe all ordinances of the Town in relation to the obstruction of streets or conduct of the work, keeping open passageways and protecting the same where they are exposed or dangerous to traffic.

**III-B. SOCIAL SECURITY REQUIREMENTS.** The Contractor shall furnish to the Town satisfactory evidence that he and all subcontractors working for him are complying with all requirements of the Federal and State Social Security legislation. The Contractor, at any time on request, shall satisfy the Town that the Social Security and Withholding Tax are being properly reported and paid.

**III-C. PREVAILING WAGES.** In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Contract Administrator of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wages applicable to the work to be done under contract for public improvement. The Contractor will be required to pay to all those employed on the project sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Contract Administrator of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773,

1773.1 and 1776". A copy of said documents is on file and may be inspected in the office of the Parks and Recreation Manager. The Contractor shall post a copy of the prevailing wage rates at each job site.

**III-D. PENALTIES.** The Contractor shall comply with Labor Code Section 1775 and he shall forfeit, as a penalty to the Town, the sum of not more than fifty dollars (\$50.00) as determined by the Labor Commissioner, for each calendar day or portion thereof during which the Contractor or any subcontractor under him has paid to any workman employed in the project an amount less than that required by the provisions of the preceding paragraph III-C.

**III-E. WORKING HOURS.** The Contractor shall forfeit, as penalty to the Town, the sum of twenty five dollars (\$25.00) for each workman employed in the execution of the contract by him or by any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Labor Code section 1813.

**III-F. APPRENTICES.** Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. It shall be Contractor's responsibility to ensure that all persons shall comply with the requirements of said sections in the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Department of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

**III-G. REGISTRATION OF CONTRACTORS.** Only a Contractor licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code, beginning at Section 7000, shall be permitted to enter into a contract with the Town for any public improvements.

**III-H. PERMITS AND LICENSES.** The Contractor shall procure all permits and licenses (including a Town of Apple Valley business license), pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

**III-I. PATENTS.** The Contractor shall assume all responsibility arising from the use of any patented, or allegedly patented materials, equipment, devices or processes used on or incorporated in the work, and shall defend, indemnify, and hold harmless the Town, and each of its officers, agents and employees from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatever kind or nature, arising from such use.

**III-J. INDEMNITY.** The Contractor agrees to defend, indemnify, and save harmless the Town and each of its officers, agents and employees from and against any and all liabilities, demands, claims, damages, losses, costs, and expenses, of whatsoever kind or nature, including, but not limited to, any and all direct and indirect consequence of entering into this contract or of injury, sickness, or disease, including death, to persons or injury to, or destruction of, property, including, but not limited to, the loss of use of property, resulting directly or indirectly from or in any manner connected with or pertaining to any and all operations, and any and all activities, omissions and conditions in any manner connected therewith or pertaining thereto, of the Contractor under the contract.

**III-K. NOTICE.** The address given in the Contractor's proposal is the place to which all notices to the Contractor shall be mailed or delivered. The mailing to or delivering at the above named place of any notice shall be deemed sufficient service thereof upon the Contractor, and the date of that service shall be the date of such mailing or delivery. Such address may be changed at any time by written notice signed by the Contractor and delivered to the Parks and Recreation Manager.

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

**IV-A. WORK SCHEDULE.** As soon as notified of the award of the contract, the Contractor shall prepare and submit to the Parks and Recreation Manager a work schedule for accomplishing the work. Said schedule must show the dates of the expected start and completion of the various items of the contract work. During a scheduling conference between the Contractor and the Town, the work schedule will be discussed and modified, if necessary, by mutual agreement. Should it become necessary for the Town to delay temporarily the work schedule agreed upon during the scheduling conference, every effort will be made to permit a new work schedule at the time most convenient to the Contractor, thus permitting the project to proceed with the shortest intramural movement of the equipment.

**IV-B. SUBLETTING AND ASSIGNMENT.** The Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control. The Contractor shall not assign, transfer

nor sublet any part of the work without the written consent of the Town by the Parks and Recreation Manager and of the surety of the Contractor's bond, and such consent of Surety, together with a copy of the subcontract, shall be filed with the Parks and Recreation Manager. No assignment, transfer or subletting, even though consented to, shall relieve the Contractor of his liabilities under the contract. Subcontractors shall not be recognized as such, and all persons engaged in the project will be considered as employees of the Contractor, their work being subject to the provisions of the contract and the specifications. Should any subcontractor fail to perform the work undertaken by him to the satisfaction of the Town, said subcontractor shall be removed immediately from the project upon request by the Parks and Recreation Manager, shall not again be employed on the work, and the Contractor shall be held liable for the deficient work.

The Contractor shall submit to the Town a list with the names, addresses and telephone numbers of all subcontractors who will work under him.

**IV-C. CHARACTER OF WORKMEN.** The Contractor shall employ none but competent foremen, laborers and mechanics. Any overseer, superintendent, laborer or other person employed on the work by the Contractor who is intemperate, incompetent, troublesome or otherwise undesirable, or who fails or refuses to perform the work in the manner specified herein, shall be discharged immediately and such person shall not again be employed on the work.

**IV-D. AGENTS OR FOREMEN.** In the absence of the Contractor from the site of the project, even if such is only of a temporary duration, he must provide and leave at the site a competent and reliable English-speaking agent or foreman in charge. All notices, communications, orders or instructions given, sent to, or served upon, such agent or foreman by the Parks and Recreation Manager shall be considered as having been served upon the Contractor.

**IV-E. TEMPORARY STOPPAGE OF CONSTRUCTION ACTIVITIES.** The Parks and Recreation Manager shall have the authority to suspend the contract work, wholly or in part, for such a period of time as he may deem necessary, due to unsuitable weather, or to such other conditions as he considered unfavorable for the proper prosecution of the work, or for such time as he may deem necessary due to failure on the part of the Contractor or his workmen to carry out orders or to perform any of the requirements of the contract. The Contractor shall immediately comply with such an order from the Parks and Recreation Manager and shall not resume operations until so ordered in writing.

**IV-F. TIME OF COMPLETION AND LIQUIDATED DAMAGES.** If all the contract work is not completed in all parts and requirements within the time specified in the contract documents, the Town shall have the right to grant or deny an extension of time for completion, as may seem best to serve the interest of the Town.

The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by acts of God or of the Public Enemy, acts of the State, fire not due to acts of contractors, of subcontractors, floods, epidemics, quarantine, restrictions, strikes, freight embargo or unusually severe weather, or delays of subcontractors due to such causes, provided that the Contractor shall, within ten (10) days from the beginning of such delay, notify the Town, in writing, of the cause of the delay. The Town will ascertain the facts and the extent of the delay, and the finding thereon shall be final and conclusive. If the Town deems it appropriate to assess the contractor liquidated damages, such damages shall be of a minimum amount of three hundred dollars (\$300.00) per day.

**IV-G. SUSPENSION OF CONTRACT.** If at any time, in the opinion of the Town, the Contractor fails to supply an adequate working force, manufactured articles, or material of proper quality, or has failed in other respect to prosecute the work with the diligence and force specified and intended in any way by the terms of the contract, notice thereof in writing will be served upon him, and should he neglect or refuse to provide means for a satisfactory compliance with the contract within the time specified in said notice and as directed by the Parks and Recreation Manager, the Town shall have the power to suspend the operation of the contract and discontinue all work or any part thereof, subject to review by the Town Council. Thereupon the Contractor shall discontinue such work, or such part thereof as the Town may designate, and the Town may thereupon, by contract or otherwise, as it may determine, complete the work or such part thereof, and charge the entire expense of so completing the work or any part thereof to the Contractor, and for such completion the Town itself or its Contractors may take possession of and use, or cause to be used in the completion of the work, or any part thereof, any such materials, implements and tools of every description as may be found at the place of such work. All expense charged under this paragraph shall be deducted and paid for by the Town out of any moneys then due or to become due the Contractor under the contract, or any part thereof, and in such accounting the Town shall not be held to obtain the lowest figure for the work for completing the contract, or any part thereof, or for ensuring its proper completion, but all sums paid therefore shall be charged to the Contractor. In case the expenses so charged are less than the sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the amount payable under the contract, then the Contractor shall pay the amount of the excess to the Town, upon completion for the work, without further demand being made therefore. In the determination of the question as to whether or not there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the Town Council shall be binding on all parties to the contract.

## **V. MEASUREMENT AND PAYMENT**

**V-A. MEASUREMENT AND PAYMENT.** Measure of the quantities of work and payments therefore shall be in accordance with Section 9 of the Standard Specifications. In accordance with subsection 9.2 of the Standard Specifications, the monthly payment date shall be the last calendar day of each month. A measurement of work performed and a progress estimate of the value thereof based on the contract and of the monthly payment shall be prepared by the

Contractor and submitted to the Parks and Recreation Manager, or his designee, before the tenth (10<sup>th</sup>) day of the following month for verification and payment consideration.

**V-C. EXTRA WORK.** Extra work, when ordered in writing by the Parks and Recreation Manager, shall be paid for under written work order in accordance with the terms therein provided. Payment for extra work will be made at the hourly rate agreed upon between the Contractor and the Town. All extra work shall be adjusted daily upon report sheets prepared by the Parks and Recreation Manager or his designee, furnished by the Contractor, and signed by both parties, and said daily report shall be considered thereafter the true records of



extra work done.

**V-D. UNPAID CLAIMS.** If upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by the Code of Civil Procedure of the State of California, any person or persons claiming to have performed any labor or furnished any materials, supplies or services towards the performance of completion of this contract or if they have agreed to do so, shall file with the Town a verified statement of such claim, or if any person shall bring against the Town or any of its agents any action to enforce such claim, the Town shall until the discharge thereof, withhold from the moneys that are under its control, as much as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the cost thereof; provided, that if the Town shall in its discretion permit the Contractor to file such additional bond as is authorized by the Code of Civil Procedure in a penal sum equal to one and one-quarter (1-¼) times the amount of said claim, said money shall not thereafter be withheld on account of such claim.

**V-E. ACCEPTANCE.** The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under his warranty hereinabove. The Contractor agrees that payment of the amount due under the contract and the adjustments and payments due for any work done in accordance with any alterations of the same, shall release the Town, the Town Council and its officers and employees from any and all claims or liability on account of work performed under the contract or any alteration thereof (Section 7100, Public Contract Code).

## **VI. CONTROL OF WORK**

**VI-A. AUTHORITY OF PARKS AND RECREATION MANAGER.** The Parks and Recreation Manager, or his designee as so indicated, shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and work performed as to the manner of performance and rate of progress of the work, and any and all questions that may arise as to the interpretation of the plans and specifications. The Parks and Recreation Manager shall likewise decide any and all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and all questions as to claims and compensations. The decision of the Parks and Recreation Manager shall be final, and he shall have relative authority to enforce and make effective such decisions and actions as the Contractor fails to carry out promptly.

**VI-B. CONFORMITY WITH SCOPE OF SERVICES AND ALLOWABLE VARIATION.** Finished work shall in all cases conform with proposed scope of services. Minor deviations from approved plans, whenever required by the exigencies of construction, shall be determined in all cases by the Parks and Recreation Manager and authorized in writing.

**VI-C. PROGRESS OF THE WORK.** The Contractor shall begin work on the date agreed upon following the scheduling conference mentioned in paragraph IV-A hereof, and shall diligently prosecute the same to completion before the expiration of the time limit appearing in the specifications.

**VI-D. SAMPLES.** The Contractor shall furnish all products and materials required to complete the work. All materials and products must be of the specified quality and fully equal to samples, when samples are required. Whenever required, the Contractor shall submit to the Parks and Recreation Manager for test, and free of charge, samples of any of the materials or products proposed to be used in the work. Said samples shall be delivered by the Contractor to the place within the Town designated by the Parks and Recreation Manager. Rejected material must be immediately removed from the work by the Contractor and shall not be brought back to the site.

**VI-E. TRADE NAMES AND ALTERNATIVES.** For convenience in designation on the plans or in the specifications, certain equipment or articles or materials to be incorporated in the work may be designated under a trade name of manufacturer and his catalog information. The use of an alternative equipment or an article or equipment which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the approval of the Parks and Recreation Manager, in accordance with the following required by Section 3400 of the Public Contract Code of the State of California. The burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and he shall furnish, at his own expense, all information necessary or related thereto as required by the Parks and Recreation Manager. The Parks and Recreation Manager shall be the sole judge as to the comparative quality and suitability of alternative equipment or articles or materials and his decision shall be final. All requests for substitution shall be submitted seven (7) days in advance of bid opening to permit, if the request is approved, an addendum to be issued to all bid holders.

**VI-F. PROTECTION OF WORK.** The Contractor shall continuously maintain adequate protection of all his work from damage, and the Town will not be held responsible for the care or protection of any material, equipment or parts of work, except as expressly provided for in the specifications.

**VI-G. CONFLICT OF TERMS.** The notice to bidders, proposal, plans, specifications and general provisions are essential parts of the contract for a given project. These documents, together with the necessary bonds and bidder's guarantee, constitute the contract as defined herein, and a requirement included in one document shall be as binding as though included in all, as they are intended to be cooperative and to provide a description of the work to be done. Should there be any conflict or discrepancy between terms used, then the specifications shall govern over plans, and change orders and supplemental agreements shall govern over any other contract document.

**VI-H. INTERPRETATION OF PLANS AND SPECIFICATIONS.** Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained on the plans or in the specifications, the Contractor shall request the Parks and Recreation Manager for such further explanation as may be necessary, and shall conform to such explanation or interpretation as part of the contract, so far as may be consistent with the intent of the original specifications. In the event of doubt or questions relative to the true meaning of the specifications, reference shall be made to the Town Council, whose decision shall be final.

**VI-I. ALTERATIONS, INCREASES AND DECREASES OF WORK TO BE DONE.** The Town reserves the right to increase or decrease the quantity of any item or portion of the work described on the plans, the specifications or the proposal form or to omit portions of the work so described, as may be deemed necessary or expedient by the Parks and Recreation Manager, and the Contractor shall agree not to claim or bring suit for damages, whether for loss or profits or otherwise, on account of any decrease or omission of any kind of work to be done. By mutual consent of the parties signatory to the contract, alterations, modifications or deviations from the type of work may be described on the plans, specifications or on the proposal form may be made without in any way making the contract void. The price to be paid by the Town to the Contractor for such altered or modified work shall be agreed upon in writing, endorsed upon the original contract and signed by the proper parties to said contract. Whenever, during the progress of the work, such changes or modifications are deemed necessary by the Town and agreed upon, as aforesaid, said deviations shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original contract.

**VI-J. EXTRA WORK.** New and unforeseen work will be classed as extra work only when said work is not covered and cannot be paid for under any of the various items or combination of items for which a bid price appears on the proposal form. The Contractor shall not do any extra work except upon written order from the Parks and Recreation Manager. Compensation for such extra work shall be previously agreed upon in writing between the Contractor and the Parks and Recreation Manager.

**VI-K. PUBLIC UTILITIES.**

(1) All of the existing utility facilities except those to be relocated as shown on the plans will remain in place and the contractor will be required to work around said facilities. In case it should be necessary to remove the property of a public utility or franchise, such owner will, upon proper application by the Contractor, be notified by the Parks and Recreation Manager to move such property within a reasonable time, and the Contractor shall not interfere with said property until after the expiration of the time specified. The right is reserved to the owners of public utilities or franchises to enter upon the streets for the purpose of making repairs or changes in their property which may be necessary as a result of the work. Employees and agents of the Town shall likewise have the privilege of entering upon the street for the purpose of making any necessary repairs or replacements.

(2) The Contractor shall employ and use only qualified persons, as hereinafter defined, to work in proximity to Southern California Edison secondary, primary and transmission facilities. The term "qualified person" shall mean one who, by reason of experience or instruction, is familiar with the operation to be formed and the hazards involved, as more specifically defined in Section 2700 of Title 8 of the California Administrative Code. The Contractor shall take such steps as are necessary to assure compliance by any subcontractors.

**VI-L. PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY.** Any portions of curb, gutter, sidewalk or any other Town improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at his own cost, free of charges to the Town. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the proposal form and specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during his operation), shall be paid to the Contractor at the unit prices submitted in his bid.

**VI-M AVOIDANCE OF DUST NUISANCE.** During the process of breaking, excavating, removing of material or any process as related to the Contractor's prosecution of work and until completion of the work, the Contractor shall take every precaution to avoid the nuisance of unnecessary dust by using any measures advocated by the Parks and Recreation Manager.

**VI-N. REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK.** It is the intent of the specifications that only first-class work, materials and workmanship will be acceptable. All work which is defective in its construction or deficient in any of the requirements of the specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction. Any work done beyond the lines shown on the plans or established by the Parks and Recreation Manager, or any extra work done without written authority will be considered as unauthorized and will not be paid for. Upon failure on the part of the Contractor to comply forthwith with any order of the Parks and Recreation Manager made under the provisions of this paragraph, the Parks and Recreation Manager shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any moneys due or to become due the Contractor. If the work is found to be in compliance with these specifications, the Parks and Recreation Manager will furnish the Contractor with a certificate to that effect.

**VI-O. SUPERVISION.** All manufactured products, materials and appliances used and installed and all details of the work shall at all times be to the supervision, test and approval of the Parks and Recreation Manager or his designee. The Parks and Recreation Manager or his designee shall have access to the work at all times during construction, and shall be furnished with every reasonable facility for securing full knowledge with regard to the progress, workmanship and character of the materials used or employed in the work. Whenever the Contractor varies the period during which work is carried on each day, he shall give adequate notice to the Town so that proper inspection may be provided. Any work done in the absence of the Parks and Recreation Manager or his designee will be subject to rejection. The inspection of the work shall not relieve the



Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have previously been accepted or estimated for payment. The Contractor shall prosecute work on any State Highway or within any railroad right-of-way only in the presence of an inspector representing the State Division of Highways or the railroad company, and any work done in the absence of such inspectors will be subject to rejection. The Contractor shall make the appropriate notification according to the instructions given on the State Encroachment Permit or railroad permit for all inspections, and shall post all bonds and certificates required by the permit. The permit shall be acquired by the Contractor at the Contractor's expense. The Contractor shall pay for all testing and inspections required by a State Encroachment Permit or railroad permit.

**VI-P. QUALITY OF MATERIAL.** Materials shall be new, and of specified kind and quality, and fully equal to samples when samples are required. When the quality or kind of material or articles shown required under the contract is not particularly specified, the Contractor shall estimate that the Town will require articles and materials representing the best of their class or kind or at least equal to the class or quality of similar articles or materials when specified. Materials shall be furnished in such quantities and kinds and at such times as to ensure uninterrupted progress for the work. They shall be stored properly and protected as required. The Contractor shall be entirely responsible for damage or loss by weather or any other cause.

**VI-Q. DEFECTIVE MATERIALS.** All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials shall be removed immediately from the site of the work unless otherwise permitted by the Parks and Recreation Manager. Upon failure on the part of the Contractor to comply with any order by the Town made under the provisions of this article, the Parks and Recreation Manager

shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

**VI-R. SOUND AND VIBRATION CONTROL REQUIREMENTS.** The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances. No internal combustion engine shall operate on the project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job, including, but not limited to truck, transit mixers or transit equipment that may or may not be owned by the Contractor.

**VI-S. AIR POLLUTION CONTROL.** Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate the contents, fully complying with the applicable material requirements.

**VI-T. FINAL CLEANING UP.** Upon completion of the project and before making application to the Parks and Recreation Manager for acceptance of the work, the Contractor shall clean all the streets and ground occupied by him in connection with the project, of all rubbish, debris, excess material, temporary structures and equipment, leaving the entire site of the work in a neat and presentable condition.

## **SECTION 2**

### **I. BONDS**

**I-A. BOND FORMS.** As the nature of this project is of an open maintenance service contract providing for a fixed time period, with no guaranteed quantities, bonds for faithful performance and labor and material are not

required by the Town.

## **II. SPECIAL PROVISIONS**

**II-A. DEFINITIONS.** “Emergency Call-Out”- Immediate response required twenty-four (24) hours a day, seven (7) days a week, per specifications, to remedy public health/safety matters and/or to effect safe control of traffic, or minimize damage to public or private property. Public health/safety matters may include, but are not limited to broken water mains, stuck valves, threats to public or private property, fallen trees, natural disasters, etc. Emergency work requires verbal notification to make temporary repairs and is performed on a ‘time and materials’ basis.

“Extraordinary Work”- Additional work, within existing contract areas, requested by the Town which is over and beyond the scope of the specifications for ‘routine maintenance’. Extra work may include, but not be limited to, replacement of plant materials due to failures beyond the contractor’s control; additional treatment required for planting or soil as not set forth specifically in the specifications; soil or plant testing; remedial landscaping; and repairs or replacement due to vandalism, Acts of God, or normal wear-and-tear. Extra Work requires prior written authorization and is performed on a ‘time and materials’ basis.

“Additional Areas”- Additional areas added to the maintenance requirements. Additional areas may be incurred by the expansion of existing maintenance areas, addition of new maintenance areas, etc. Addressed in Section 2 II-F (Additions/Deletions to Town Landscaped Areas).

### **II-B. SCOPE OF WORK.**

A. To maintain Town Parks, as noted on the attached exhibits, in a healthy, attractive condition, subject to the approval of the Parks and Recreation Manager. All work is to be completed in every aspect as per the contract and specifications.

B. To provide all mowing, edging, watering, weeding, fertilizing, cultivation, and spraying as per the specifications to keep the plants and turf in a healthy growing condition.

C. To keep the planter areas in a clean, neat, edged and attractive condition.

D. To maintain irrigation systems in an efficient and operable condition.

E. To remove and keep clean of litter all turf areas, ballfields, parking lots, planter areas and walkways.

F. To properly maintain the entire irrigation system.

G. As needed, to perform extra work as agreed upon by the contractor and the Parks and Recreation Manager.

**II-C. UTILITY REQUIREMENTS.** The contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the contractor with the precise locations of their substructures in the construction area when the contractor gives at least two (2) working days notice to the USA by calling (800) 422-4133.

**II-D. EMERGENCY CALL NUMBERS AND CALL-OUTS.** The contractor shall have the capability to receive and to respond immediately to calls of an emergency nature at any time. Calls of an emergency nature received by the Town shall be referred to the contractor for immediate disposition.

A. The contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergency calls within two (2) hours of notification. Failure to respond in such time shall result in a two hundred dollar (\$200.00) penalty for each occurrence.

B. In the event that emergency work of the Contractor’s discovery is required, the contractor shall notify the Parks and Recreation Manager or his designee by telephone in advance before any emergency work is commenced.

C. In situations involving emergencies, the contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour. Contractor’s vehicles shall carry sufficient equipment to effect safe control of traffic. When the contractor arrives at the site, the contractor shall set up traffic warning and control devices, as necessary, and proceed to repair the system on a temporary basis.

D. The contractor shall supply the Town with names and phone numbers of responsible persons representing

the contractor for 24-hour emergency response. The above mentioned information shall remain current at all times. Any changes shall be forwarded to the Town in writing within twelve (12) hours of any such change. Failure to maintain current emergency information shall result in a \$200.00 penalty for each occurrence.

E. Emergency response defined:

- As per Town-authorized representative
- By priority agreement
- Public health/safety matters

Public health/safety matters include but are not limited to broken water mains, stuck valves, threat to private property resulting from the responsible contractor's operations, fallen trees, natural disasters, etc.

F. A detailed and itemized cost statement for emergency work performed shall be submitted within 48 hours of the incident. All items shall be in accordance with the verbal notification to the Town-authorized representative. Costs shall also be in accordance with the unit prices bid for 'Extra Work' items, where applicable.

**II-E. EXTRA WORK.** In the event the contractor is requested by the Town to perform extra work, the following procedure shall govern such work:

- A. Work will be executed under the direction of the Town on a 'time and materials' basis or on an agreed upon lump sum price depending upon the nature of the work.
- B. The Town reserves the right to perform the work and/or to award the extra work to another company.
- C. The Town will issue a work request for such extra work to be performed.
- D. Extra work will not be initiated without written authorization from the Parks and Recreation Manager or his designee.
- E. Extra work may include, but not be limited to, the following:
  - 1. Replacement of plant materials due to failures beyond the contractor's control.
  - 2. Additional treatment required for planting or soil as not set forth specifically in this specification.
  - 3. Soil or plant testing.
  - 4. Remedial landscaping.

When requested by the Town's authorized representative, a cost estimate will be submitted for written approval prior to the work being done. If additional work is to be performed, the contractor shall be reimbursed for direct costs incurred as related to materials. The contractor shall submit expenditure reports which include itemized costs of labor, materials, equipment rental, and other related items. The report shall include hours worked.

**II-F. ADDITONS/DELETIONS TO TOWN LANDSCAPED AREAS.** Changes in the areas to be maintained may be made as the Town accepts new areas or relinquishes currently maintained areas. Any and all such changes shall only be made upon written notification in the form of a change order which will state the effective date of the change. Costs to add or delete landscape maintenance areas shall be limited to either original bid items or extra work pieces. The Town reserves the right to delete any site from the contract within thirty (30) days written notice.

**II-G. SPECIAL LICENSE AND PERMITS.** All applications of pesticides shall be done in conformance with governmental requirements. Applications of such material shall be done by personnel licensed by the State of California, Department of Pesticide Regulation. Contractor will obtain any permits required by local governmental agency for the use of special chemicals. The contractor and any sub-contractor will also be required to secure and maintain a valid Town of Apple Valley Business License. Herbicides to be applied by licensed and registered qualified applicators (holders of current and valid Qualified Applicators License [QAL] issued by the California Department of Pesticide Regulation). QAL-**B and C** license required for this contract.

**II-H. PROJECT INSPECTIONS.** Upon request, the contractor or his representative will walk the project with

the Town-authorized representative for the purpose of determining compliance with the specifications or to discuss required work. Contractor representative must be authorized to sign documents and effect changes to the job.

**II-I. PERFORMANCE DEFICIENCY NOTIFICATION.** The Performance Deficiency Notification form, "Exhibit B", shall be utilized to notify contractor of non-compliance with the specifications. Contractor must correct the condition within the time specified by the N or U rating. The contractor shall pay to the Town three hundred dollars (\$300.00) per day for each and every calendar day beyond the '24 hour' or '7 days', as specified, that the contractor fails to correct the identified deficiency. Failure to correct conditions identified on the Performance Deficiency Notice may be grounds for termination of the contract for non-performance.

**II-J. THE TOWN'S RIGHT TO DO WORK.** The Town reserves the right to do work as required within the contract area. If such alterations affect the provision of this agreement, the contractor will be asked to submit a cost as a result of the alterations.

**II-K. COOPERATION/COLLATERAL WORK.** The contractor shall recognize that during the course of the contract other activities and operations will be conducted by the Town and other contractors. These activities will include but are not limited to: Landscape refurbishment, irrigation system modification or repair, construction, and storm related operations.

The contractor may be required to modify or curtail operations and shall promptly comply with any request by the Town to cooperate. It is possible that the extent of these requests may cause additional expense to the contractor. Payment for any additional expense will be made in accordance with extra work.

**II-L. REPORTS AND SCHEDULES.** The contractor, as part of this agreement, will submit written work reports of the past month's activities and schedules for the forthcoming month's activities, monthly with normal invoicing. They include but are not limited to :

- A. Copies of reports of all monthly summaries of State Form PR-ENF-060 for pesticide use.
- B. Monthly maintenance schedules.
- C. Notification of change in scheduled work must be received by the Town at least twenty four (24) hours prior to the scheduled time of work.
- D. Irrigation schedule forms.
- E. Pesticide use reports.
- F. Hazard or damage reports, due within twenty four (24) hours of incident or discovery.
- G. Irrigation test reports.

**II-M. PROTECTION OF PROPERTY DURING INCLEMENT WEATHER.** During periods of storms, the contractor will provide supervisory inspection of the project during regular hours to prevent or to minimize possible damage from inclement weather. The contractor shall submit a report identifying any storm damage to the Town-authorized representative attached to a site map identifying location of damage and cost estimate to repair/replace. If remedial work is required beyond the scope of this contract, it shall be paid for as extra work. Contractor's responsibility for removing branches and leaves downed by high winds or other typical or no typical environment condition is as follows:

- A. Contractor must remove, at no additional cost, all debris on contracted property regardless of disposition of affected tree, shrub, or any other landscape related item, within 48 hours of notification or self-discovery.
- B. Leaves or other debris which accumulates in street gutters adjacent to contractor's area of work shall be removed by contractor at no additional charge to the Town.
- C. Debris inhibiting proper flow of water in drainage areas and other structures shall be removed as needed to prevent flooding or damage to property.

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



**II-N. PROTECTION OF EXISTING FACILITIES AND STRUCTURES.** The contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities both above surface and underground on the Town's property. Any damage to Town property deemed to be caused by the contractor's negligence shall be corrected or paid for by the contractor at no cost to the Town.

If the Town requests or directs the contractor to perform work in a given area, it will be the contractor's responsibility to verify and locate any hazardous conditions and underground utility systems. Any damage or problems shall be corrected or repaired at the contractors expense and reported immediately to the Town.

**II-O. TOWN LIASON.** The Town's and the contractor's authorized representatives will meet on a monthly basis, at a time and date to be determined by the Town's representative. The purpose of this meeting will be to discuss specific project problems or issues. More frequent contact may be required separately from these meetings.

**II-P. SUPERVISION AND SPECIAL SKILLS.** The contractor shall notify the Town of the authorized representative responsible for the supervision and duration of this contract. The contractor's authorized representative shall be responsible for notifying the Town's authorized representative of any changes as soon as possible.

**II-Q. UTILITY COSTS.** Payment of water and electric bills are not a part of this contract, except in instances where excessive costs are incurred by the Town due to water waste or negligence by the contractor. However, if the contractor is notified by the Town of excessive use, based on three (3) prior years of utility costs, the contractor shall make adjustments within thirty (30) days. If the Parks and Recreation Manager, based upon the facts that may be gathered, determines that excessive utility costs have occurred, the Town may withhold from payment to the contractor those funds necessary to reimburse the Town for these additional costs.

**II-R. SOIL AND PLANT TESTING.** The Town may take soil or plant tests of selected areas for soil fertility, salt build-up, pathological organisms, percolation tests, etc. Contractor shall be required to apply fertilizer and pest controls based on the test results provided.

**II-S. CONTRACTOR NEGLECT.** Any damage to the Town's property which has been determined to be due to the contractor's neglect, shall be corrected by the contractor at no additional cost to the Town. Loss of turf and plant material due to improper care is also included.

**II-T. SCHEDULING OF OPERATIONS.** The contractor shall submit a maintenance schedule describing maintenance operations, fertilizer and pest control applications, and when work and applications of chemical/fertilizers will be accomplished. The schedule shall be submitted monthly, and include a four (4) week schedule. An annual schedule of maintenance tasks shall be submitted to the Town at the beginning of the contract period prior to starting any maintenance operations. All forms and schedules shall be of a format supplied by, or approved by, the Town.

**II-U. SOUND CONTROL REQUIREMENTS.** The contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed as per the contract.

**II-V. ADDITIONS/DELETIONS TO TOWN GENERAL MAINTENANCE SPECIFICATIONS.** The Town reserves the right to make additions, deletions, revisions, and/or otherwise modify the General Landscape Maintenance Specifications. Any changes in the Specifications that causes the contractor to incur/suffer additional expenses shall be reviewed and reconsidered upon written justification.

**II-W. ACCESS TO DRIVEWAYS.** The Contractor shall notify in writing to the residents of property adjoining the location of the work at least forty-eight (48) hours before the start of construction on that street. The Contractor is responsible for posting "Temporary No-Parking" signs at least seventy-two (72) hours

before using the parking lane for construction purposes. In the case of work requiring excavation of the roadway which may interfere with the use by residents or businesses of their driveways, suitable provisions shall be made by the Contractor at such time as the exigencies of construction may demand a temporary blocking of said driveways. Efforts shall be made by the Contractor to minimize the duration of said blocking and to notify the residents of this need well in advance. Further, the Contractor shall provide access to each residential or commercial establishment each evening.

**II-X. STREET CLOSURES.** No closure of any street shall be allowed unless prior permission is obtained from the Parks and Recreation Manager. If permission to close a street is granted then the Contractor is required to notify in writing at least four (4) working days in advance, all public emergency services, public transportation services, garbage collection services, and school bus services of the location, time and date of the closure.

**EXHIBIT A**  
**BID ITEM DESCRIPTIONS**

**STATEMENT OF WORK**  
**LANDSCAPE AND GROUNDS MAINTENANCE AGREEMENT**  
**Town of Apple Valley Parks System**  
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## I. ADMINISTRATIVE SPECIFICATIONS

### 1. GENERAL REQUIREMENTS

1 .01 The premises shall be maintained with a crisp, clean appearance and all work shall be performed in a professional, workmanlike manner using quality equipment and materials.

1 .02 Contractor shall provide the labor, materials, and equipment necessary for the provision of grounds and landscape maintenance services, except as otherwise specified hereinafter. The premises shall be maintained with nothing but the highest of standards at no less than the frequencies set forth herein.

1 .03 Contractor is hereby required to render and provide landscape and grounds maintenance services including, but not limited to, the maintenance of turf, groundcover, shrubs and trees; renovation of turf and groundcover areas, maintain and prepare ballfields, the pruning of trees and shrubs; providing weed, disease and pest control; provide specified building custodial services; operating and maintaining specified components of the irrigation system, maintenance of aquatic center turf and planter areas, and the maintenance of any appurtenant structures and equipment pursuant to specifications and frequencies established by the Town of Apple Valley, as set forth herein or revised by Town.

1.04 Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover, athletic or turf areas.

1 .05 The Contractor recognizes, that during the course of this Agreement, other activities and operations may be conducted by Town work forces and other contracted parties. These activities may include, but, not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request therefore by the Contract Administrator.

1.06 Contractor shall, during the specified hours and days of operation, respond to all emergencies within two (2) hours of notification.

1 .07 The Contractor shall perform a weekly maintenance inspection during daylight hours of all areas within the premises such inspection shall be both visual and operational. It shall include operation of all irrigation, lighting and other mechanical systems to check for proper condition and reliability. Contractor shall take immediate steps to correct any observed irregularities, and submit a written report regarding such circumstances to the Contract Administrator.

### 2. FACILITIES TO BE MAINTAINED

2.01 The facilities to be maintained under the provisions of this Agreement are located at the following addresses and locations:

Facility Name	Address	Developed Acreage
Lenny Brewster Sports Center	21024 Otoa Road	36.8
Civic Center Park	14999 Dale Evans Parkway	21.2
Corwin Park	18577 Corwin Park	3.7
Horsemen's Center	24320 Highway 18	20.0
James Woody Park	13467 Navajo Road	22.0
Lion's Park	Outer Hwy 18 S / Dale Evans Parkway	1.6
Mendel Park	21860 Tussing Ranch Road	3.5
Norm Schmidt Memorial Park	14053 Tuweep Trail	2.4
Sycamore Rocks Park	23450 South Road	4.1
Thunderbird park	20700 Wichita Road	6.3
Virginia Park	17242 Central Road	4.0
Yucca Loma Park	21351 Yucca Loma Road	2.0
Town Hall	14955 Dale Evans Parkway	2.0

These facilities are landscaped with turf, groundcover, shrubs, and are irrigated by manual and/or automatic controlled systems. These areas are further defined on the plans of record on file with the Town of Apple Valley.

2.02 Contractor acknowledges personal inspection of the facilities and the surrounding areas.

### 3. CERTIFICATIONS/REPORTS

#### 3.01 Maintenance Function Report

Contractor shall maintain and keep current a daily report form that records all OnGoing, Seasonal and Additional Work, maintenance functions performed by Contractor's personnel. Said report shall be in a form and content acceptable to the Contract Administrator and shall be submitted to the Town concurrent with the monthly invoicing. The monthly payment will not be made until such report is received and deemed acceptable by the Contract Administrator.

#### 3.02 Irrigation Schedule

Contractor shall complete and submit a monthly irrigation schedule, Exhibit C for the coming month, and submit same to Contract Administrator concurrent with monthly invoicing.

In addition, when applicable, Contractor shall submit with the monthly invoice, a report indicating those specialty type maintenance operations completed. Said report shall include the following information:

- a. Quantity and complete description of all commercial and organic fertilizers used.
- b. Quantity and label description of **all** grass seed used.
- c. Quantity and complete description of soil amendments used.
- d. A valid licensed California Pest Control Advisor's recommendation and copies of corresponding pesticide use report signed by a licensed California Pest Control Operator for all chemical disease and pest control work performed.

### 4. ADDITIONAL WORK

4.01 The Parks and Recreation Manager or his designee may at his discretion authorize the Contractor to perform additional work, including but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, Acts of God, and third party negligence; or improvements in order to add new, modify existing or to refurbish existing landscaping and irrigation systems. If the Contract Administrator determines that the labor for work resulting from vandalism, Acts of God or third party negligence can be performed by Contractor's present work force, Contract Administrator may modify the Contractor's On-Going Maintenance Schedule in order to compensate Contractor for performing said work. Absent of said modification, any work not provided for elsewhere in this agreement and authorized by the Contract Administrator and performed by the Contractor shall be paid by Town as specified in Payment and Invoices, Section 11 of the Agreement.

4.02 Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without the written authorization from the Contract Administrator. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Contract Administrator may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Contract Administrator for approval.

4.03 All additional work shall commence on the specified date established and Contractor shall proceed diligently to complete said work within the time allotted.

4.04 Additional compensation may be authorized at the discretion of the Contract Administrator, for those “Seasonal Specialty”, or “Additional Work” functions deemed necessary and authorized by the Contract Administrator.

4.05 Contractor may also be requested to provide casual labor services for Town Special Events, Town emergencies or for other events and activities as approved by the Contract Administrator.

## 5. CONTRACTOR’S DAMAGES

5.01 All damages incurred to existing facilities by the contractor’s operation shall be repaired or replaced at the Contractor’s expense.

5.02 All such repairs or replacements shall be completed within the following time limits:

- a. Irrigation damage shall be repaired or replaced within one watering cycle.
- b. All damages to shrubs, trees, turf or groundcover shall be repaired or replaced within five (5) working days.

5.03 All repairs or replacements shall be completed in accordance with the following maintenance practices.

- a. Trees .Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist.  
- If damage results in loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of Contract Administrator.
- b. Shrubs .Minor damage may be corrected by appropriate pruning.  
- Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in Section 1 6. “Pruning and Hedge Trimming .Operation” of the On-Going Maintenance Specifications.
- c. Chemical .All damage resulting from chemical operation, either spray-drift or lateral-leaching, shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to insure its ability to support plant life.

## 6. INTERPRETATION OF THE MAINTENANCE SPECIFICATIONS

6.01 Should any misunderstanding arise, the Contract Administrator will interpret this Agreement. If the Contractor disagrees with the interpretation of the Contract Administrator, Contractor shall continue with the work in accordance with the Contract Administrator’s interpretation. Within thirty (30) days after receipt of the interpretation, Contractor may file a written request for a hearing with the Parks and Recreation Manager. The written request shall outline in detail the area of dispute.

## 7. OFFICE OF INQUIRIES AND COMPLAINTS

7.01 The Contractor shall maintain an office at some fixed place located within the Town Area and shall maintain a telephone thereat, a listed telephone in its own name or in the firm name by which it is most commonly known and shall, during the daily hours of maintenance operation have some responsible person(s) employed by the Contractor, to take the necessary action regarding all inquiries and complaints that may be received from the Contract Administrator, Town personnel or patrons using the facilities. This person(s) shall be reachable 24 hours per day. An answering service shall be considered an acceptable substitute to full time coverage, provided Contractor is advised of any complaint within one (1) hour of receipt of such complaint by the answering service. During normal working hours, the Contractor’s Foreman or employee of the Contractor, who is responsible for providing maintenance services, shall be available for notification through radio communication.

7.02 Whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the Town may, after reasonable attempt to notify the Contractor cause such

action to be taken by the Town work force and shall charge the cost thereof as determined by the Contract Administrator, against the Contractor, or may deduct such cost from an amount due to Contractor from Town.

7.03 The Contractor shall maintain a written log of all complaints, the date and time thereof and the action taken pursuant thereto or the reason for non-action. The log of complaints shall be open to the inspection of the Contract Administrator at all reasonable times.

7.04 All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Contract Administrator. If any complaint is not abated within 24 hours, the Contract Administrator shall be notified immediately of the reason for not abating the complaint followed by a written report to the Contract Administrator within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the Contract Administrator, the Contract Administrator may correct the specific complaint and the total cost incurred by the Town will be deducted and forfeit from the payments owing to the Contractor from the Town.

## **8. SAFETY**

8.01 Contractor agrees to perform all work outlined in this Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for, complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL. O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of the Town, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

8.02 It shall be the Contractor's responsibility to inspect, and identify, any conditions that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Contract Administrator shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections including, but not limited to; filling holes in turf areas and paving, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and securing play apparatus so as to protect members of the public or others from injury. During normal hours Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. Contractor shall cooperate fully with Town in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Contract Administrator within five (5) days following the occurrence.

## **9. HOURS AND DAYS OF MAINTENANCE SERVICES**

9.01 The basic daily hours of maintenance service shall from 6:30 a.m. to 3:00 p.m. year-round.

9.02 Contractor shall provide staffing to perform the required maintenance services during the prescribed hours seven (7) days per week, Sunday through Saturday. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the Contract Administrator.

9.03 Per State of California Labor Code, Contractor is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this Agreement shall constitute a legal day's work and said Contractor shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the City the sum of Twenty-five Dollars (\$25.00) for each laborer, worker or mechanic employed in the execution of said Agreement by him, or any subcontractor under him, upon any of the work included in said Agreement for each calendar day during which such laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, in violation of the provisions of Section 1811 to



## **10. MAINTENANCE SCHEDULES**

10.01 Contractor shall, within ten (10) days after the effective date of this Agreement, submit a facility work schedule to the Contract Administrator for review and approval. Said work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning and afternoon.

10.02 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Contract Administrator for his review, and if appropriate his approval, within five (5) working days prior to scheduled time for the work.

10.03 The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the Contract Administrator for Specialty Type maintenance as set forth immediately hereinafter.

10.04 Contractor shall notify the Contract Administrator, in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" operations are defined as:

- a) Fertilization
- b) Turf renovation/reseeding
- c) Micro-Nutrients/soil amendments
- d) Spraying of trees, shrubs or turf
- e) Aesthetic tree pruning
- f) Other items as determined by the Contract Administrator

## **11. CONTRACTOR'S STAFF**

11.01 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. Contractor's employees, whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks the English language proficiently, in charge of the work being performed.

11.02 Contractor shall transfer or discharge any employee whose conduct or activity shall, in the reasonable exercise of discretion by the Town, be deemed detrimental to the interest of the public patronizing the premises. Contractor shall transfer or discharge any such person within a reasonable time following notice therefore from the Town and such person shall not be employed at any Town Parks and Recreation facility contracted for and maintained by the Contractor.

11.03 Town may require the Contractor to establish an identification system for personnel assigned to the facility which clearly indicates to the public the name of the Contractor responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the Town.

11.04 The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These are basically; uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of the clothing. Shirts shall be worn at all times and buttoned.

## **12. SIGNS/IMPROVEMENTS**

12.01 Contractor shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval therefore is obtained from the Town.

## **13. UTILITIES**

13.01 The City shall pay for all utilities with the exception of the telephone. However, water usage shall not exceed amount required to comply with irrigation schedules established by the Contractor and

approved by the Town. Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from Town will be presented to the Contractor by the Contract Administrator prior to actual deduction to allow for explanations.

#### **14. NON-INTERFERENCE**

14.01 Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

#### **15. STORAGE FACILITIES**

15.01 Town, at its discretion, may provide storage and office facilities for Contractor's use within the premises. In such case, Contractor is prohibited from use of said facilities for the conduct of any of its business interests that are outside the scope of this Agreement. Further, said facilities shall not be used for human habitation, other than a night-watchman or patrolman as specifically approved by the Contract Administrator.

15.01 .01 Contractor, at its own risk, may store equipment and materials required for maintenance of the premises in said facilities. However, Contractor must, at all times, employ the use of such safety standards and handling procedures as are applicable to such equipment and materials.

15.02 Contractor shall not dispose of hazardous materials on the premises. All such hazardous materials collected on the premises shall be properly stored on a temporary basis, thereafter to be disposed of by Contractor at an approved disposal site.

15.03 Damage or loss to Contractors equipment, materials and/or personal property shall be at Contractor's sole risk and expense. Contractor hereby agrees to hold Town harmless and waive any claims for damages for loss of use of any equipment, materials and/or personal property that may occur at Town provided storage facilities.

#### **16. USE OF CHEMICALS**

16.01 All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by or under the direction of a State of California Licensed Pest Control Operator. A written recommendation by a person possessing a valid California Pest Control Advisor License is required prior to chemical application.

16.02 A listing of proposed chemicals to be used including; commercial name, application rates and type of usage shall be submitted to the Town for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Town.

16.03 Chemicals shall only be applied by those persons possessing a valid California Pest Control Applicator's license. Application shall be in strict accordance with all governing regulations.

16.04 Records of all operations stating dates, times, methods of application, chemical formulations, applicators names and weather conditions shall be made and retained in an active file for a minimum of three (3) years.

16.05 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's office and a permit obtained with a copy to the Town of Apple Valley Parks and Recreation Department.

16.06 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.

16.07 Chemicals shall be applied when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.

## 17. TERM OF AGREEMENT

17.01 This Agreement shall take effect and commence upon its execution by the Town Council and shall continue for the rest of the partial Fiscal Year in which executed and for a period of twenty-four (24) full calendar months thereafter, through June 30, 2014.

17.02 The Town Council shall have the option to extend this Agreement up to five (5) additional two (2) year periods, subject to the same terms and conditions contained herein, by giving Contractor written notice of exercise of this option to renew at least thirty (30) days prior to the expiration of the initial term of this Agreement, or of any additional 2 year extensions.

## 18. CONTRACTOR'S COMPENSATION

18.01 Should this Agreement commence on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full monthly rate per day, to, and including, the last day of the partial calendar month.

18.02 In the event the Town Council exercises its option to extend the term of this Agreement for one or more of the additional five (5) one year periods as provided for in paragraph 17.02, the Contractor's monthly compensation shall be subject to adjustment at the commencement of the extended term and annually thereafter ("the adjustment date") as follows:

Any increase in compensation will be negotiated between the Town and the contractor, with the limits being no increase to a maximum of the cost of living.

The increase, if any, will be calculated with reference to cost of living during the previous year. If the increase is approved by the Town Council, the increase will be calculated by adding to the Contractor's monthly compensation, the amount, if any, obtained by multiplying the contractor's compensations as of the adjustment date by the percentage by which the Consumer Price Index ("CPI") for the **Los AngelesAnaheim-Riverside metropolitan area** for the month immediately preceding the

Adjustment Date (the "Index Month") reported by the Bureau of Labor Statistics of the United States Department of Labor, has increased over the CPI for the month one year prior to the Index Month. If the Index is discontinued, the Parks and Recreation office shall, as its discretion, substitute for the Index such other similar index as it may deem appropriate.



## II. ON-GOING MAINTENANCE TASKS

### 1. MOWING Operation

1.01 Mowing operations shall be performed in a workmanlike manner that ensures a smooth, surface appearance without scalping or allowing excessive cuttings to remain.

1.02 Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type mower.

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

1.04 Mowing height shall be no less than 3 inches for all recreational turf areas. Mowing height shall be no less than 1 inches for all athletic turf areas; mowing height may be set as high as 2 inches with one (1) being considered normal. Mowing heights may vary for special events and conditions.

1.05 Mowing operation shall be completely performed at least thirty-five (35) times per year.

1.06 Mowing operation shall be scheduled Monday through Thursday and consideration for activities in parks should be given when creating the mowing schedule.

1.07 Walkways shall be cleaned immediately following each mowing.

### 2. MOWING Frequency

All turf areas shall receive no less than the following:

2.01 During the warm season (April to November) all turf areas shall be mowed no less than once every week for a total mowing frequency of thirty-five (35).

2.02 During the cool season (December to March) all turf areas shall be mowed on an as needed basis depending on the temperature and growth.

### 3. MECHANICAL EDGING Operation

3.01 All, turf edges, including designed edges in flower beds, shall be kept neatly edged and all grass invasions must be eliminated.

3.02 All turf edges, including but not limited to; sidewalks, patios, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, and along lakes and streams shall be edged to a neat and uniform line.

3.03 Mechanical edging of turf shall be completed as one operation in a manner that results in a well-defined, V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade.

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

3.05 All groundcover areas where maintained next to turf areas shall be kept neatly edged and all grass invasions eliminated.

### 4. MECHANICAL EDGING Frequency

4.01 Mechanical edging of turf shall be performed twenty-six (26) times per year.

4.02 Mechanical edging of all groundcover areas shall be completed six (6) times per year.

### 5. CHEMICAL EDGING AND DETAILING Operation

5.01 Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed since all areas will be open for public during application.

5.02 Spot treat with a portable sprayer or wick wand using an herbicide approved by the Contract Administrator and applied per manufacturer's recommendations. Water shall not be applied to treated areas for forty-eight (48) hours after each application.

5.03 Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunks of trees and away from the dripline of shrubs by use of approved chemicals.

5.04 Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A twelve (12) inch barrier width shall be considered normal.

5.05 Detailing of sprinkler heads (to provide maximum water coverage) .valve boxes, meter boxes, and similar obstacles in turf areas may be performed in a manner that ensures operability, ease of location and/or a clean appearance. A six (6) inch clearance shall be considered normal.

**6. CHEMICAL EDGING AND DETAILING .Frequency**

6.01 Chemical edging and detailing operations shall be completed once every three (3) months.

**7. WEED CONTROL AND REMOVAL .Operation**

7.01 All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control.

7.02 Remove all weeds and grass from the following areas: roadways; driveways; parking lots patios; drainage areas; slopes; hillsides; and expansion joints in all hard surface areas.

7.03 Remove all weeds, mechanically, from shrub beds, planters, and other cultivated areas.

7.04 Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete; additional application(s) shall be made, at no additional cost to the City, until target species are eliminated.

7.05 Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation a second application, at no additional cost, shall be made.

7.06 After complete kill all dead weeds shall be removed from the area.

**8. WEED CONTROL AND REMOVAL .Frequency**

8.01 Chemical application: Beds, planters, walkways, hard court areas, picnic pavilions, drainage area patios, expansion joints in all hard surface areas, roadways, parking lots, drainage areas, slopes, and hillsides: once every month.

8.02 Mechanical Removal: shrub beds, planters, cultivated areas; once per week.

8.03 Inspect, spot treat or mechanically remove weeds as necessary.

**9. LITTER CONTROL .Operation**

9.01 Complete policing and litter pick-up to remove paper, glass, trash, undesirable materials, siltation and other accumulated debris within the hard surfaces, stadium and landscaped areas to be maintained, including but not limited to: walkways, roadways between and around planted areas, steps, planters, drains, areas on slopes from the toe of slope to ten feet up the slope, catch basins, play equipment, and sand areas.

9.02 Complete policing, litter pick up and supplemental hand sweeping of parking lot corners and other parking lot areas inaccessible to power equipment shall be accomplished to ensure a neat appearance.

9.03 Litter pick-up shall be completed as early in the day as possible, but in no case later than 10:00 a.m.

**10. LITTER CONTROL Frequency**

10.01 Turf, beds, planters, walkways, hard court areas, play areas, picnic pavilions and stadium areas, sand areas, patios, drainage areas, the above described slope areas, roadways, parking lots, and lakes and streams; daily seven (7) days per week.

10.02 Trails and developed and irrigated slope areas: Once per week.

**11. TRASH CONTAINERS-Operation**

11 .01 Exterior trash containers shall be emptied prior to 10:00 a.m. and all materials shall be placed in appropriate trash bin(s).

11 .02 Receptacles shall be conveniently located for the public use and returned daily to such locations if receptacles are displaced by third parties.

11.03 Containers or related appurtenances shall be cleaned to avoid concentrations of insects and not detract from the overall appearance of the area.

11.04 All containers or receptacles shall be installed securely to prevent tipping.

11.05 Containers shall be fifty-five (55) gallon drums or acceptably agreed upon receptacles.

**12. TRASH CONTAINERS Frequency**

12.01 Empty exterior trash containers or receptacles; Daily seven (7) days per week.

12.02 Clean and paint exterior trash containers or receptacles; As needed; at a minimum annually.

**13. TRASH BIN REMOVAL Operation**

13.01 All trash and accumulated debris shall be placed in appropriate designated trash bin(s) each day.

13.02 A designated storage area will be provided for the trash bin(s).

13.03 The Town will provide the necessary trash bins at James Woody Park, Lenny Brewster Sports Center and Civic Center Park. The contractor will be responsible for transporting all accumulated debris from all other parks to these designated collection sites.

13.04 If the contractor feels there is a necessity to modify the scheduled service on the designated trash bins, either with regard to the required number of pickups within a week or the quantity of bins provided, the contractor must submit a request in writing to the contract administrator. Any change in the bin collection service will be at the direction of the Parks and Recreation Manager.

**14. TRASH BIN REMOVAL Frequency**

14.01 Trash bin removal; At least once per week or as otherwise approved by Contract Administrator.

14.02 Trash trucks shall not be permitted on park turf areas.

**15. RAKING -Operation**

15.01 Accumulation of leaves shall be removed from all landscaped areas including beds, planters and turf areas under trees and placed in appropriate trash bin(s).

**16. RAKING Frequency**

16.01 Planters, planter beds and turf areas under trees; Once month and as needed.

**17. PRUNING AND HEDGE TRIMMING Operation**

**17.01 Clearance**

- a. Maintain trees to achieve a seven (7) foot clearance for all branches within the park area and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of roadways.  
Prune all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
- b. All wounds one inch in diameter or over shall be painted with asphaltic base tree paint immediately after pruning.

17.02 Trim designated formal plant materials to maintain formal hedges and topiary work.

17.03 Plant ties shall be checked frequently and either retied to prevent girdling or removed along with the stakes when no longer required.

17.04 Remove all new growth on trees up to the appropriate height clearances.

17.05 Remove all dead shrubs and trees. Trees to be removed shall have a caliper of three (3) inches or less measured six (6) inches above the ground level.

**17.06 Staking and Tying**

- a. Replacement of missing or damaged stakes where the tree diameter is less than three (3) inches.
- b. Stake in those cases where tree has been damaged and requires staking for support.
- c. Stake new trees or recently planted trees which have not previously been staked.
- d. Materials
  1. Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees not less than ten (10) feet for fifteen (15) gallon trees.
  2. Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge using two (2) ties per tree
  3. Hose for covering wire shall be either new or used garden hose at least one-half (1/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).
  4. Stakes will not be placed closer than eight (8) inches from the bark.

17.07 Ground Cover All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All groundcover areas shall be pruned to maintain a neat edge along planter box walls. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.

17.08 Damaged trees shall be staked and tied within twenty-four (24) hours. Replacement stakes or new staking shall be completed within five days.

**18. PRUNING AND HEDGE TRIMMING Frequency, As Determined by Contract Administrator or a minimum of annually.**

18.01 Trees: Clearance pruning; As Needed.

18.02 Groundcover thinning; As Needed.

18.03 Pruning plant material for vehicular and pedestrian visibility and access; As Needed.

**19. SWEEPING/WASHING Operations**

19.01 Check concrete areas for cracks, crevices and deterioration and notify Contract Administrator in writing within twenty-four (24) hours.

19.02 Walkways, steps, hard court areas, and patios shall be cleaned including but not limited to; the removal of all foreign objects from surfaces such as gum, grease, paint, graffiti, broken glass, etc.

19.03 Methods for sweeping of designed areas can incorporate one or all of the following:

- a. Power pack blowers
- b. Vacuums
- c. Brooms
- d. Push power blowers

19.04 In the event the Contractor elects to use power equipment to complete such operations, Contractor shall be subject to local ordinances regarding noise levels. Further, any schedule of such operations may be modified by Contract Administrator in order to insure that the public is not unduly impacted by the noise created by such equipment.

19.05 Supplemental hand sweeping of parking lot corners and other parking lot areas are required in those areas inaccessible to power equipment.

**20. SWEEPING/WASHING Frequency**

20.01 Sweeping of hard surface areas, parking lot corners, walkways, steps and hard court; once per week.

20.02 Washing of the following areas:

- a. Picnic pavilions and patios used in conjunction with food service areas shall be washed twice per week as instructed by the Contract Administrator.
- b. Tennis courts and hard surface area; Once per week.

20.03 Contract Administrator may suspend or modify washing of hard surfaces in response to drought situations.

**21. ALGAE GROWTH CONTROL – Operation & Frequency**

21.01 Walkways and patio areas shall be maintained free of algae and standing water.

**22. ICE ABATEMENT – Operation & Frequency**

22.01 As necessary, contractor will be responsible for proper ice abatement on walkways and patios during the cold season.

**23. PICNIC AREAS AND PAVILIONS MAINTENANCE Operation**

23.01 Picnic tables, benches, slabs, braziers and trash containers and receptacles shall be cleaned to insure safe use by the public.

23.02 Picnic tables and benches shall be checked for graffiti, carvings, looseness of planks or braces, cleanliness and general need of repair.

23.03 Cooking grills, braziers, fireplaces and fire rings shall be inspected for general need of repair.

23.04 The Contractor's observation of the general need of repair or replacement of loose planks or braces, braziers and fireplaces shall be immediately reported to the Contract Administrator.

23.05 Ashes, partially burned charcoal, garbage and leftover food in and around cooking and picnic facilities shall be removed.

23.06 The entire picnic area shall be kept free of broken glass, cans, pop tops, paper, etc.

**24. PICNIC AREAS AND PAVILIONS MAINTENANCE Frequency**

24.01 Inspect tables, benches, braziers, fireplaces and fire rings; daily, seven (7) days per week.

24.02 Spot Clean tables, benches, braziers and pads; As Needed.

24.03 Empty trash containers and receptacles; daily, seven (7) days per week.



- 24.04 Wash trash containers once every two (2) weeks.
- 24.05 Wash and disinfect tables and benches; Once per week.
- 24.06 Wash picnic hard surface areas; Once per week.
- 24.07 Clean braziers and fire rings; once per week.
- 24.08 Clean and disinfect drinking fountains; Daily, seven (7) days per week.
- 24.09 Remove litter; Daily, Seven (7) days per week.
- 24.10 Sweep picnic hard surface areas; Daily, seven (7) days per week.

**25. PLAYGROUND EQUIPMENT Operation**

25.01 All playground sites and equipment shall be inspected at the start of each work day, and the ground material cleaned and raked level to remove any foreign and hazardous material and be neatly groomed.

25.02 Any equipment showing signs of wear, fatigue or otherwise presenting an unsafe condition shall be reported immediately to the Contract Administrator.

25.03 Special attention shall be made to low areas, around play equipment. These areas shall be leveled by distributing material from high areas to low areas.

25.03.01 During the leveling and distribution of material no concrete footing shall be exposed that could allow children to trip over or fall on.

25.03.02 During regular maintenance the raking and filling of depressions shall be done in a manner to prevent material compaction.

25.03.03 The raking and distribution of the base material around and below the play equipment shall have a cushioning potential and this condition shall extend for eight (8) feet beyond any part of the play equipment.

25.04 All play areas shall be maintained free of litter, cans, pop tops, broken glass and other harmful and unsightly debris.

**26. PLAYGROUND EQUIPMENT Frequency**

26.01 Inspect playground site and equipment; Daily, seven (7) days per week.

26.02 Clean, regrade, rake and remove litter from play area; Daily, seven (7) days per week.

26.03 Sweep walks around play areas and return material to play area; Daily seven (7) days per week.

**27. RESTROOM MAINTENANCE - Daily Operation, Seven (7) days per week.**

27.01 All restrooms shall be cleaned thoroughly in accordance with the following tasks, and all tasks shall be completed and restrooms opened for public use prior to 8 a.m., unless otherwise specifically authorized by Contract Administrator.

27.02 Pick up debris and trash, then sweep floor. Removed materials are not to be swept outside of the restroom.

27.03 Empty trash and napkin receptacles, replace liners as needed.

27.04 Check and refill all dispensers as needed.

27.05 Replace burnt out light bulbs or tubes, inside of restroom, chases and security lights outside.

27.06 Remove all graffiti using graffiti removal materials or other scrubbing techniques.

27.07 Remove spitballs, cobwebs, and other foreign materials from doors, walls, ceiling, partitions, vents, etc.

27.08 Do high and low dusting of ledges, tops of partitions, etc. using a dampened cloth or other device.

27.09 Disinfect the inside of urinals and toilets.

27.10 Disinfect the top and bottom of toilet seats, fixtures, and surfaces of and surrounding each fixture.