



CITY OF PERRIS

Human Resources and Risk Management
Contract Insurance Requirements Checklist

101 North "D" Street
Perris, California 92570
Tel: (951) 943-6100
Fax: (951) 943-4246

This form contains general guidelines for ensuring proper insurance limits and endorsements for standard contracts. The guidelines may not be appropriate for high risk contracts or special situations. Please consult the Human Resources and Risk Management Division if you are uncertain of the insurance requirements for any specific contract.

Date of Contract:	2/1/12	Project Start/End Date:	2/1/12	1/31/14
Project Description:	Landscape Benefit Zone Maintenance Services			

Contract Type:	<input checked="" type="checkbox"/> Construction Contractor Requires 1, 1A, 2, 3, 5, 6	<input type="checkbox"/> Construction (w/construction risks) Requires 1, 1A, 2, 3, 6	<input type="checkbox"/> Space Rental/Lessee Requires 1, 4, 6	Other (Please Explain):
Contract Services:	<input type="checkbox"/> Vendor/Supplier Requires 1	<input type="checkbox"/> Consultant Requires 1, 1A, 2, 6, 7	<input type="checkbox"/> Environmental Contract Requires 1, 1A, 2, 6, 8	

Limit Insurance Guidelines	High Risk	Medium Risk	Low Risk	Basis	1. A) Other Provision	Amount Authorized
1. General Liability Commercial	\$ 5 million	\$2 million	\$1 million	Occurrence	Including operations, products and completed operations, as applicable.	\$1,000,000
	\$ 10 million	\$5 million	\$2 million	Aggregate		\$2,000,000
2. Automobile Liability	\$1,000,000 per accident for bodily injury and property damage. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).					<input checked="" type="checkbox"/> Completed
3. Builder's Risk/Course of Construction	Completed value of the project with no coinsurance penalty provisions. For projects with construction risks, policies shall name the City as a loss payee and the insurer shall waive all rights of subrogation against the City.					<input type="checkbox"/> Completed
4. Property Insurance	Full replacement cost with no coinsurance penalty provision.					<input type="checkbox"/> Completed
5. Workers' Compensation	As required by the State of California, with employers liability limits no less than \$1,000,000 per accident for all covered losses.					<input checked="" type="checkbox"/> Completed
6. Employer's Liability	\$1,000,000 per accident for bodily injury or disease.					<input checked="" type="checkbox"/> Completed
7. Professional Liability/Errors and Omissions Liability	\$1,000,000 per occurrence.					<input type="checkbox"/> Completed
8. Pollution and/or Asbestos Pollution Liability and/or Error and Omissions	\$1,000,000 each occurrence/\$2,000,000 policy aggregate.					<input type="checkbox"/> Completed

Other Insurance Provisions (for General Liability and Automobile Liability):

GENERAL LIABILITY. Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. General Liability coverage shall be provided in the form of an Additional Insured endorsement to the contractor's insurance policy, or as a separate owner's policy. Equivalent in coverage scope to (ISO) form CG 00 01 with an edition date prior to 2004.	<input checked="" type="checkbox"/> Completed
ADDITIONAL INSURED. The City, its officers, officials, employees, and volunteers are to be covered as insureds for construction contracts with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor, and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations (including pollution and/or asbestos pollution for environmental contracts), or for lessee's with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the lessee, or as respects products of a vendor. Endorsement must be equivalent to (ISO) forms CG 20 10 11 85 or equivalent.	<input checked="" type="checkbox"/> Completed
PRIMARY AND NON-CONTRIBUTORY COVERAGE. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, and volunteers. Any insurance or self insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.	<input checked="" type="checkbox"/> Completed
WAIVER OF SUBROGATION. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors.	<input checked="" type="checkbox"/> Completed
CANCELLATION NOTICE. Each insurance policy required by this project shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.	<input checked="" type="checkbox"/> Completed
SUBCONTRACTOR COVERAGE. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the City for review and approval. All coverages for subcontractors shall be subject to all of the requirements of the Contractor.	<input type="checkbox"/> Completed

Authorizations			
Project Manager:	Date	Department Manager/Head:	Date
Michael Morales	2/6/12	[Signature]	2/17/12
		Risk Manager:	Date
		[Signature]	2-7-12

**CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 1st day of February, 2012, by and between the CITY OF PERRIS, a municipal corporation, (herein "City") and ADAME LANDSCAPE, INC. (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Compliance With Law.

All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Additional Services

Agency shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. City and Contractor agree to negotiate the cost for additional similar services based on the unit pricing proposed by the Contractor in the "Schedule of Compensation" Exhibit B. City and Contractor agree that additional quantities of the same services shall be paid at unit pricing proposed by the Contractor in the "Schedule of Compensation" Exhibit B and shall include full compensation for all work and no additional compensation will be allowed thereof. City and Contractor agree that City may seek additional cost estimates from third party contractor's to perform additional services. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, while City seeks estimates from, and while additional work is performed by third party contractor's. Written Change Orders shall be made on forms prescribed by the City's Contract Officer. Any increase in compensation of up to ten

BZ
O

percent (10%) of the Contract Sum; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services and work specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work and services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefore.

2.0 COMPENSATION

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of thirty-seven thousand six hundred fifty-two and 57/100 dollars (\$37,652.57) per year, totaling a maximum contract sum of seventy-five thousand three hundred five and 14/100 dollars (\$75,305.14) over the two year term of this Agreement (herein "Contract Sum"), except as provided in Section 1.4. The method of compensation shall include: (i) lump sum payments based upon satisfactory completion of each benefit zone, as determined by the City, in accordance with Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum.

2.2 Method of Payment.

Contractor shall submit to the City, an invoice for services rendered prior to the date of the invoice. In accordance with the "Schedule of Compensation" Exhibit "B", and upon receipt and approval of invoice by the City, City shall pay Contractor within a reasonably prompt manner consistent with City's normal procedures for payable accounts, but not to exceed thirty (30) days from date received by City.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "C", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding ninety (90) days cumulatively.

3.3 Liquidated Damages

The City of Perris has set up specific criteria, which are described in the Scope of Services, and shall be interpreted at the sole discretion of the City, to evaluate the performance of the Contractor on a weekly basis, for each of the following: 1) lack of compliance to specifications (i.e. failure to adequately mow, edge, litter pick, sweep/rake, weed, prune, remove dead plant material); 2) failure to provide specified reports or to falsify reports; 3) failure to supply adequate equipment, labor or supervision; 4) failure to repair irrigation deficiencies in the allotted time frame; 5) failure to comply with the schedule of performance; 6) failure to protect public health and safety; 7) failure to provide contractor/company identification on vehicles or for employees; and 8)) failure to comply with monthly EMWD water budgets resulting in non-compliance settlement charges and other fines by EMWD. Since the determination of actual damages for any delay in performance of this Agreement, or for non-compliance with EMWD Monthly Water Budgets resulting in non-compliance settlement charges or other EMWD fines would be extremely difficult or impractical to determine in the event of a breach of this Agreement; the Contractor and its sureties shall be liable for and shall pay to the City the entire cost of each service not performed, or noted as deficient in the Inspection Report, based on the required frequency (i.e. monthly, weekly, quarterly, etc.), as liquidated damages for each incident of delay in the performance of any service required hereunder; and Contractor, at a minimum, shall pay to the City the entire cost of the EMWD non-compliance settlement charges levied by EMWD per Benefit Zone. The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

3.4 Force Majeure

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City. Contractor shall notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor.

Carlos Adame, is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

4.2 Contract Officer.

Michael Morales, or his designee, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right to designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment.

Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

5.0 **INSURANCE AND INDEMNIFICATION AND BONDS**

5.1 Insurance.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) **Comprehensive General Liability Insurance.**

A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$1,000,000.00 or (ii) bodily injury limits of \$1,000,000.00 per person, \$1,000,000.00 per occurrence and \$1,000,000.00 products and completed operations and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

(b) **Worker's Compensation Insurance.**

A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance.

A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$250,000.00 per person and \$500,000.00 per occurrence and property damage liability limits of \$100,000.00 per occurrence and \$250,000.00 in the aggregate or (ii) combined single limit liability of \$500,000.00. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability Insurance.

A policy of errors and omission professional liability insurance written in amounts of \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 3.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

5.2 Indemnification.

Contractor agrees to indemnify the City, its officers, agents and employees

against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work or services of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or

failure to perform any term, provision covenant or condition of this Agreement, but excluding such claims or liabilities to the extent caused by the negligence or willful misconduct of the City.

5.3 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or designee of the City due to unique circumstances. In the event the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 4 may be changed accordingly upon receipt of written notice from the City's Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City's Risk Manager to the City Council within ten (10) days of receipt of notice from the City's Risk Manager.

5.4 Labor and Materials Bond.

Concurrently with the execution of this Agreement, Contractor shall deliver to City a labor and materials bond in a sum not less than five percent of the total amount payable by the terms of the Agreement, in the form provided by the City Clerk, which secures payments to subcontractors and suppliers in the event of default by Contractor. The labor and materials bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The labor and materials bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers that have been approved in writing to perform in whole or part the services required herein. If Contractor is the provider of architectural, engineering, and land surveying services pursuant to an existing contract with City for a public work, Contractor shall not be required to post or deliver a labor and materials bond.

5.4 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in a sum not less than five percent of the total amount payable by the terms of the Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.0 TERM

6.1 Term.

The term of this Agreement shall commence February 1, 2012 and shall continue until February 1, 2014 unless earlier terminated in accordance with Section 6.2 below.

6.2 Termination Prior to Expiration of Term.

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.0 MISCELLANEOUS

7.1 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

7.2 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

7.3 Conflict of Interest.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

7.4 Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF PERRIS, 101 North D Street, Perris, CA 92570, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

7.5 Records Retention Clause Examination and Audit

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principals. Said books and records shall be made available to the City of Perris, the State Auditor of California, the Federal Government and to any authorized representatives thereof for purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after expiration of any agreement.

7.6 Payroll Records

Contractor shall comply with State Labor Code section 1776, and shall maintain and keep accurate payroll records of employees, and shall certify these records upon request by the City. Said payroll records shall be made available to the City, the State Division of Labor Standards Enforcement, and the State Division of Apprenticeship Standards. If the Contractor fails to comply with State Labor Code Section 1776, Contractor shall be held responsible for penalties as set forth in said section.

7.7 Prevailing Wages

Under the State Labor Code, Contractor shall not pay less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate per diem wages for holiday, overtime, health and welfare, pension, vacation and similar purposes to all workers employed on the work described in this Agreement. The City has obtained from the Director of the Department of Industrial Relations, State of California, the determination of general prevailing rates of per diem wages believed to be applicable to the work described in this Agreement, including employer payments for health and welfare, pension, vacation and similar purposes. Contractor shall obtain from the City Clerk said General Prevailing Wage Determination, and post it in a conspicuous place at the site of the work described in this Agreement (Lab. Code § 1773.2.). The statutory provisions for penalties for failure to pay prevailing wages (Lab. Code § 1775) and for penalties for failure to comply with state's wage and hour laws shall be enforced. (Lab. Code § 1813.).

7.8 Working Hours Restriction and Penalties For Non-Compliance

Contractor agrees that eight (8) hours is a legal days work for all employees hired by the Contractor, and that any worker's time of service is restricted to eight (8) hours during any calendar day, and forty (40) hours during any calendar week, unless overtime compensation is paid at not less then one and one half times the basic rate of pay. Contractor shall comply with said working hours restrictions and overtime compensation provisions, and shall pay a penalty of \$50.00 (fifty and 00/100 dollars) for each and every day a worker is employed in violation of said working hours restrictions and overtime compensation provisions.

7.9 Employment of Apprentices

Contractor shall comply with State Labor Code § 1777.5, and shall maintain and keep accurate records of apprentices who are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency; and shall certify these records upon request by the City.

7.10 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

7.11 Integration; Amendment.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

7.12 Severability.

In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

7.13 Waiver.

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any

subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.14 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.


7.15 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.


[END – SIGNATURE PAGE FOLLOWS]

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

CITY:
CITY OF PERRIS,
a municipal corporation


Richard Belmudez, City Manager


ATTEST:


Judy L. Haughney, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP


Eric L. Dunn, City Attorney

CONTRACTOR:
ADAME LANDSCAPE, INC.


Carlos Adame, General Manager

Address: 41863 Juniper Street
Murrieta, CA 92562

[END OF SIGNATURES]

CERTIFICATION OF INSURANCE AND ENDORSEMENTS

The Contractor shall not commence any work under the Contract Documents until he obtains, at his own expense, all required insurance. The required insurance shall be provided by the Contractor in conformance with the requirements of Sections 6 and 7 of the General Provisions of these Contract Documents:

The insurance company or companies utilized by the Contractor shall be authorized to transact business in the State of California and to issue policies in the amounts required in said Sections 6 and 7 of the General Provisions of these Contract Documents.

No substitutions or revisions to the certificates and endorsements which follow will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using the format presented, shall be provided for each company.

Contractor shall include the City of Perris, its elected and appointed officials, employees, agents, Agency, Consultants as additional insured under Contractor's General Liability Policy.

ADDITIONAL INSURED AND WAIVER OF SUBROGATION- The Certificate of Insurance supplied to the City of Perris shall name the City of Perris, its officers, employees, agents, consultants, and independent contractors as additional insured and shall specify that the City of Perris be given thirty (30) days prior written notice of any modification, decrease or termination of the Contractor's Insurance coverage. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Such insurance shall be subject to approval by the City Attorney.

EXHIBIT "A"
SCOPE OF SERVICES

GENERAL PROVISIONS

The work embraced herein shall be done in accordance with the applicable portions of the current edition of the "Standard Specifications for Public Works Construction" prepared and promulgated by the Southern California Chapters of the American Public Works Association and Associated General Contractors of California, except when said "Standard Specifications" are in conflict with other contract documents.

The "General Provisions" contained in said "Standard Specifications" are by this reference incorporated herein as the General Provisions of these contract documents, subject to the following modifications and additions.

1. Section 2-3, "Subcontracts" Section 2-3 of said "Standard Specifications" is amended to read:

Unless otherwise provided in Section 4100.5 of the Government Code, each bidder shall file with his bid the name and address of each subcontractor who will perform the work or labor or render service to the prime Contractor in or about the construction of the work or improvement and of each subcontractor, licensed by the State of California, who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime Contractor's total bid. Only one subcontractor shall be listed for each portion of the work, which portion shall be defined in the bid. In each instance, the nature and extent of the work to be sublet shall be described. The failure of the Contractor to specify a subcontractor, or the listing of more than one subcontractor for the same portion of the work, constitutes an agreement by the Contractor that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

2. Section 3-4, "Changed Conditions" Section 3-4 of said "Standard Specifications" is amended to read:

All loss or damage arising out of the nature of the work to be done under the contract, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the work and in the prosecution of the same, or from the action of the elements (except as otherwise provided in Section 6-6 hereof) or from encumbrances on the line of the work, shall be sustained by the Contractor.

3. Section 4-1.1, "General" Section 4-1.1 of said "Standard Specifications" is amended to read:

No materials, supplies or equipment for the work under this contract shall be purchased subject to any chattel, mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies and equipment installed and incorporated in the work, and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the City free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any work covered by the contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection of any right under any law permitting such persons to look to funds due the Contractor, in the hands of the City. The provisions of this article shall be inserted in all subcontracts and material contracts, and notices of its provisions and material contracts, and notices of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

4. Section 6-9, "Liquidated Damages" Section 6-9 of said "Standard Specifications" is amended to read:

It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of calendar days as set forth in the contract, damage will be sustained by the City. Because it is impracticable and extremely difficult to determine in the event of a breach of this Agreement; the Contractor and its sureties shall be liable for and shall pay to the City the entire cost of each service not performed, or noted as deficient in the Inspection Report, based on the required frequency (i.e. monthly, weekly, quarterly, etc.), as liquidated damages for each incident of delay in the performance of any service required hereunder; and Contractor, at a minimum, shall pay to the City the entire cost of the EMWD non-compliance settlement charges levied by EMWD per Benefit Zone. The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the City may deduct the amount thereof from any monies due or that may become due the Contractor under the contract.

5. Section 7-2.2, "Laws" Section 7-2.2 of said "Standard Specifications" is amended to read:

The Contractor, his agents and employees, shall be bound by and comply with all applicable provisions of the Labor Code and with Federal, State and local laws related to labor. Particular attention is directed to:

A. **Hours of Labor:** Eight hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the City, \$25.00 for each worker employed in the execution of the contract by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees shall be permitted upon compensation for all hours worked in excess of 8 hours per day and/or 40 hours per week at not less than one and one-half times the basic rate of pay, as provided in said Section 1815.

B. **Labor Discrimination:** Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and ever Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter".

C. **Prevailing Wage:** The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775 the Contractor shall forfeit as a penalty to the City, \$25.00 for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

Pursuant to State and Federal statutes, rules, orders, resolutions, and regulations, the Contractor is required to pay the higher of the State of California or Federal prevailing wages. The Contractor is required to be fully familiar with and comply with all State of California and Federal statutes, rules, regulations, orders, resolutions, and determinations which govern the payment of wages for the work and services provided for in this Agreement.

Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the City has ascertained the general prevailing rate of wages (Which rate includes employer payments for health and welfare, vacation,

pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of worker concerned. The Contractor shall pay travel and subsistence payment to each worker as such payments are defined and required in applicable collective bargaining agreements filed in connection with Labor Code Section 1773.8.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the City on the contract.

- D. Contractor's Licensing Laws: Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors.
- E. Apprentices: In the awarding of any contract or written order for any public work or improvement, the Director of Public Works/City Engineer, or his/her designee, shall require all contractors and subcontractors offering or agreeing to perform any work on said public improvement to provide proof of participation as a signatory to a recognized apprenticeship and/or training program under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State of California Division of Apprenticeship Standards, where such programs exist for the work to be performed.

They shall also provide information concerning their experience, financial qualifications and ability to perform said contract or subcontract, as well as to whether said contractor or subcontractor possesses, or can obtain the necessary equipment in time to perform said contract or subcontract.

Should the Director of Public Works/City Engineer, or his/her designee, determine that said contractor or any subcontractor is not a signatory to a recognized apprenticeship and/or training program under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State Division of Apprenticeship Standards, where such programs exist for the work to be performed, or he/she does not possess the necessary experience and financial qualifications to perform said contract or subcontract, or that he/she does not possess, or cannot obtain in due time the necessary equipment to perform said contract, the Director of Public Works/City Engineer, or his/her designee, may reject the bid of any said contractor or subcontractor. If such determination affects only a subcontractor then the

Director of Public Works/City Engineer, or his/her designee, may compel the contractor to substitute a subcontractor who is a signatory to a recognized apprenticeship and/or training program under Chapter 4, (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State of California Division of Apprenticeship Standards, where such programs exist for the work to be performed, or who, in the opinion of the Director of Public Works/City Engineer, or his/her designee, possess the necessary experience, financial qualifications, and equipment to perform said subcontract.

The apprenticeship provisions contained herein shall not apply to contracts of general contractors involving less than fifty thousand dollars (\$50,000.00) or twenty (20) working days or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than five thousand dollars (\$5,000.00) or fewer than five (5) working days.

6. Section 7-3, "Liability Insurance" Section 7-3 of said "Standard Specifications" is amended to read:

7-3 "Contractor's Liability and Insurance"

7.3.1 Contractor's Liability:

- (a) To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Perris and its elected and appointed officials and members, officers, attorneys, agents, representatives, consultants, employees, directors, shareholders, successors, and assigns (individually as "Indemnities" and collectively, "Indemnities") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, material men, suppliers or Contractor's failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contractor's subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnities may have under the law. Payment is not required as a condition precedent to an Indemnities'

right to recover under this indemnity provision. An Indemnities shall have the right to select the attorneys to represent it in the event of a Claim and at Contractor's expense. Contractor shall pay Indemnities for any attorneys' fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under the Agreement or any additional insured endorsements, which may extend to Indemnities.

- (b) Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnities with respect to those Claims as to which such Indemnities is indemnified under Section 7.3.1.A above, except for such Claims which are the result of such Indemnities' willful misconduct.
- (c) In the event the City of Perris and their officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operations or activities of Contractor hereunder, Contractor agrees to pay to the City and its officers, agents or employees, any and all costs and expenses incurred by the City and its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

7.3.2 Liability Insurance:

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance.

- (a) Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$2,000,000 bodily injury and property damage including coverage for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City of Perris, California, its officers, employees and agents as additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.
- (b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal

defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases carrying out the work or service contemplated in this Agreement.

- (c) Business Automobile Insurance. A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of \$1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, lease and hired cars.

All of the above policies of insurance shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the City of Perris and its officers, employees and agents, and its insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 7.3.2 to the Contract Officer. No work or service under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage and said Certificates of Insurance or binders are approved by the City.

Contractor agrees that the provision of this Section 7.3.2 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 3.3 of the Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until (30) days after receipt by the City of a written notice of such cancellation or reduction on coverage, as evidenced by receipt of a registered letter."

7.3.3 Sufficiency of Insurer or Surety:

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or designee of the City due to unique circumstances.

In the event the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 5 may be changed accordingly upon receipt of written notice from the City's Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City's Risk Manager to the City Council within ten (10) days of receipt of notice from the City's Risk Manager.

Section 7-4, "Workers' Compensation Insurance" Section 7-4 of said "Standard Specifications is amended to read:

Before execution of the contract by the Board, the Contractor shall file with the engineer the following certification:

"I am aware of, and will comply with, Section 3700 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the engineer before execution of the contract". The City, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

Said policy of insurance shall contain an endorsement which:

- A. Waives all right of subrogation against the City and any persons and entities designated in the Special Provisions to be listed as additional insured in the policy of insurance provided for in Section 7-3.2 by reason of any claim arising out of or connected with the operations of Contractor or any subcontractor in performing the work provided for herein;
- B. Provides it shall not be cancelled or altered without thirty (30) days notice thereof given to the City by registered mail.

The Contractor shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

7. Section 7-10.4.1, "Safety Orders" Section 7-10.4.1 of said "Standard Specifications" is amended to read:

The Contractor shall have at the worksite, copies or suitable extracts of: Construction Safety Orders, Tunnel Safety Orders, and General Industrial Safety Orders issued by the State Division of Industrial Safety. He shall comply with provisions of these and all other applicable laws, ordinances, and regulations, including but not limited to, the Occupational Safety and Health Act of 1970 to which particular attention is directed. He also shall have the

latest edition of the "Work Area Traffic Control Handbook" published by Building News, Inc.

8. Section 7-13, "Laws to Be Observed" Section 7-13 of said "Standard Specifications" is amended to read:

The Contractor shall keep himself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies of tribunals having any jurisdiction or authority over same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any authority over the work; and shall protect and indemnify the City and all officers and employees thereof connected with the work, including but not limited to the Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to the engineer in writing.

9. Section 9-3, "Payment" Section 9-3 of said "Standard Specifications" is amended to read:

Upon the written request of the Contractor, delivered to the City at least ten (10) days in advance, and at the sole cost and expense of the Contractor, the Contractor may substitute securities for any monies held by the City to ensure the performance of the Contractor hereunder. The securities proposed to be substituted shall be specifically identified in the Contractor's notice, shall be limited to those listed in Government Code Section 16430 and to bank or savings and loan certificates of deposit, and shall be of the market value (as determined by the Finance Director of the City) at least equal to the amount of money withheld by the City. Upon the approval of the proposed substitution by the City, the securities may be deposited with the City or with a State or Federally chartered bank approved by the City as the escrow agent of the parties. The Contractor shall be the beneficial owner of these securities and shall receive interest thereon.

Section 9-3.2 of said "Standard Specifications" shall be amended to read:

PARTIAL PAYMENTS: At the request of the Contractor, partial payments will be made on a monthly basis. The Progress Payments will be made on a monthly basis. The Progress Payment request shall be submitted on or before the 20th day of each month. The estimate may include only work

completed up to and including this date. Progress pay requests showing work not accomplished by the 20th day of the month shall be rejected.

Progress payments shall be issued upon successful completion of items listed on the bid schedule of values, and inspection made by the City of Perris, unless otherwise directed by the Engineer, or labor compliance officer. A retention of ten (10%) shall be withheld from this payment. The Labor Compliance Officer shall withhold from progress payments, payment amounts in dispute, which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's acts or omission in performing or failing to perform Contractor's obligation under the Agreement, pending the resolution of alleged labor violations.

Upon completion of the work, including all final corrections (punch list items) by the contractor, a final inspection shall be made by the City. Unless otherwise directed by the Engineer or labor compliance officer, upon approval, the City shall file a Notice of Completion. One retention payment shall be issued following 45 days from the filing of the Notice of Completion.

10. Section 10, "Other Provisions" Section 10 is added to said "Standard Specifications" to read:

10.1 **Responsibility for Work.** Until the formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof and shall bear the risk of injury or damage to any part thereof by the action of the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages as are occasioned by acts of the federal government or the public enemy. In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and shall properly store them if necessary and shall erect temporary structure where necessary.

Any other provisions of this contract to the contrary notwithstanding, to the extent required by Chapter 2.5 (commencing with Section 4150) of Division 5 of Title I of the Government Code, the Contractor shall not be responsible for the cost of repairing, or restoring damage to the work caused by an act of God as that phrase is defined in Government Code 4151(b).

The City will not be held responsible for the care or protection of any material or parts of the work prior to the final acceptance except as

expressly provided in these specifications. The City will not be responsible for any changes in the Contractor's operations due to encountering obstructions which may interfere with the work.

- 10.2 Provisions for Emergencies: Unusual conditions may arise on the work which will require that immediate and unusual provision be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

The Contractor shall use such foresight and shall take such steps and precautions as his operations make necessary to protect the public from danger or damage, or loss of life or property, which would result from the interruption or contamination of public water supply, irrigation or other public service, or from the failure of partly completed work.

Whenever, in the opinion of the engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by process of construction on account of such neglect; and whenever in the opinion of the engineer, immediate action shall be considered necessary in order to protect the public or private, personal or property interests, or prevent likely loss of human life or damage on account of the operations under the contract, then and in the event the Engineer may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the engineer, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as may be deemed necessary, shall be borne by the Contractor, and if he shall not pay said cost and expense upon presentation of the bills therefore, duly certified by the engineer, then said cost and expense will be paid by the City and shall thereafter be deducted from any amounts due, or which become due said Contractor. Failure of the City, however, to take such precautionary measure, shall not relieve the Contractor of his full responsibility for public safety.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

- 10.3 Guarantees: Besides guarantees required elsewhere, the Contractor shall and hereby does guarantee all work for a period of one (1) year after the date of acceptance of the work by the City and shall repair and replace any and all such work, together with any other work which may

be displaced in so doing, that may prove defective in workmanship and/or materials within the one (1) year period from date of acceptance, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted. Acceptance is defined as the date the Riverside County Recorder receives and posts the Notice of Completion. In the event of failure to comply with the above mentioned conditions within a week after being notified in writing, the City is hereby authorized to proceed to have the defects repaired and made good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefore immediately on demand. Contractor shall warranty materials and equipment for the period provided by the manufacturer of the product(s), from the date of acceptance of the work. Contractor shall deliver all product warranty information prior to the date of final inspection.

11. **"Environmental Provisions"** The Contractor shall, as appropriate, comply with all provisions of Public Contracts Code Section 7104 (SB1470). The requirements of this code are summarized as follows: In the event Contractor is required to dig any trench or excavation that extends deeper than four feet below the surface in order to perform the work authorized under this contract, Contractor agrees to promptly notify City in writing and before further disturbing the site if any of the conditions set forth below are discovered:

- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this Contract.
 - (a) City agrees to promptly investigate the conditions, and if City finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in this Contract.
 - (b) That, in the event a dispute arises between City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor

shall not be excused from any scheduled completion date provided for in this Contract, but shall proceed with all work to be performed under the Contract.

Contractor shall retain any and all rights provided either by this contract or by law which pertain to the resolution of disputes and protests between contracting parties.

12. **Requests For Information.** The Contractor is directed to Part IV, construction materials, methods, specifications, and payment requirements, Section 01370 requests For Information, for process, time limits, and prescribed forms for requesting additional information.
13. **Product Substitutions.** The Contractor is directed to Part IV, construction materials, methods, specifications, and payment requirements, Section 01631 Product Substitutions, for process, time limits, and prescribed forms for requesting product substitutions.

SPECIAL PROVISIONS

SECTION 1-DEFINITIONS AND EXCLUSIONS

1-A GENERAL -- The work embodied herein shall be done in accordance with the Standard Specifications for Public Works Construction, current edition, amended by any Special Provisions set forth herein, and in accordance with the following Special Provisions.

1-B DEFINITIONS -- Whenever in the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following:

Agency/Owner - The City of Perris.

Board - The City Council for the City of Perris.

C27 Class Contractor License - Landscaping Contractor - Under California Code of Regulations Division 8, Title 16, Article 3. Classification, a landscape contractor constructs, maintains, repairs, installs, or subcontracts the development of landscape systems and facilities for public and private gardens and other areas which are designed to aesthetically, architecturally, horticulturally, or functionally improve the grounds within or surrounding a structure or a tract or plot of land. In connection therewith, a landscape contractor prepares and grades plots and areas of land for the installation of any architectural, horticultural and decorative treatment or arrangement. *Authority cited: Sections 7008 and 7059, Reference: Sections 7058 and 7059 (Business and Professions Code)*

EMWD – Eastern Municipal Water District.

Public Works Director - The Public Works Director for the City of Perris.

Special District Inspector - Authorized designee of the Public Works Director.

Laboratory - The laboratory to be designated by the City of Perris to test materials and work involved in the contract.

Notice Advertising for Bids - Notice Inviting Bids.

Standard Specifications - Standard Specifications for Public Works Construction, "Green Book" current edition.

Other terms appearing in the Standard Specifications, and these Special Provisions, shall have the intent and meaning specified in Section 1-2, "Definitions" in the Standard Specifications.

In case of conflict between the Standard Specifications, and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

1-C EXCLUSIONS

LIGHTING -- Repair, replacement and maintenance of all decorative and street lighting shall be the responsibility of the City and is not a part of this contract.

PLAYGROUND EQUIPMENT -- Inspection, repair, replacement and/or maintenance of all Playground Equipment, if any, shall be the responsibility of the City and is not a part of this contract.

IRRIGATION BOOSTER PUMPS -- Inspection, repair, replacement and/or maintenance of all Irrigation Booster Pumps, if any, shall be the responsibility of the City and is not part of this contract.

SECTION 2- THIS SECTION INTENTIONALLY LEFT BLANK

SECTION 3- AWARD AND EXECUTION OF CONTRACT

3-A GENERAL -- The bidder whose bid is approved by the City Council shall file with the Risk Manager all required bonds and insurance policies and execute the contract within ten (10) business days after receiving notification of the approval and submission of the contractual documents to the contractor by the City. Failure to file the stipulated documents and execute the contract within the prescribed time shall constitute good and sufficient grounds for rescission of the award. Action by the City Council in approving a bid and authorizing execution of a contract shall be deemed to obligate the bidder to proceed to execute the contract and provide required documentation (e.g., insurance policies and performance bond) to the City. No work shall be undertaken toward the completion of the contract, nor subcontracts entered into, until the contract has been fully executed by both the Contractor and City.

Failure of the contractor to execute the contract documents as prepared and presented by the City, to provide copies of all documents and insurance certificates as required and set forth in this document, and to return said contract to the City within ten (10) business days after said contract is first delivered to the contractor by the City, shall be grounds to rescind the contract award.

3-B PAYMENT AND FAITHFUL PERFORMANCE BONDS -- The Payment and Faithful Performance Bonds shall be filed with the City before the Contract is executed by the City, in accordance with Section 2-4, "CONTRACT BONDS" of the Standard Specifications. In lieu of the Bond as referenced above, the Contractor may deposit with the City a cash amount equal to \$500 or five percent (5%) of the total Contract amount bid for the first year's maintenance, whichever is greater. The amount

so deposited shall be retained by the City of Perris and will be returned to the Contractor upon completion of the term of the contract. There will be no interest paid to the Contractor on the amount so deposited.

3-C CONTRACT RENEWALS -- The two (2) year contract period may be renewed annually for up to a maximum of two (2) additional one year periods under the terms and conditions of the original contract, upon execution of an Amendment to the Contract by both Parties.

SECTION 4- SUPERVISION OF WORK

4-A EVALUATION AND PERFORMANCE REPORT -- The Contractor shall prepare a weekly evaluation and performance report relative to each Landscape Benefit Zone, on forms prescribed by the City. The contractor and Special District Inspector shall meet at least once each month at the office of the Special District Inspector, or more frequently if required, to discuss the report.

4-B INSPECTIONS -- The Landscape Maintenance Site Inspection Report will be completed by the Special District Inspector at the time of his periodic inspection. Any items noted not to be in compliance with the specifications will be discussed immediately with the Contractor's on site representative and the Contractor shall sign a copy of the Inspection Report, as acknowledgment of receipt and that uncompleted work is to be deducted from the next monthly billing cycle. Continued noncompliance, or failure to correct noted deficiencies in a timely manner, shall constitute sufficient grounds for further action, up to and including termination of the contract. Contractor or his representative shall also meet as requested on site for field inspections with the Special District Inspector to discuss and sign said Inspection Report. Failure on the part of the Contractor to meet the specified landscape standards will result in the assessment of the liquidated damages set forth in the contract and deducted from the monthly contract payment for each item.

4-C REPRESENTATIVE OF CONTRACTOR -- An authorized on-site English speaking responsible representative of the Contractor shall be designated in writing at the time this contract is executed by the Contractor. This representative shall be considered as an agent of the Contractor with authority to receive official notices and make binding agreements on the prosecution of the work. The Special District Inspector shall be given five (5) days prior written notice of a change in such representative.

4-D RESPONSIVENESS OF CONTRACTOR -- The Contractor shall provide a business phone number to the City which is answered live during normal business hours, defined as Monday through Friday, 8:00 a.m. to 4:30 p.m., as well as an after-hours emergency phone number. The Contractor's Representative shall respond back to any telephone message left during normal business hours within four (4) hours of the time that a message is left, unless a message is left after 1:30 p.m.; in such case, the Contractor shall respond no later than 9:00 a.m. of the following morning of the next business day.

Any message left on the emergency phone number shall be responded to within two (2) hours from the time that the City leaves the message.

4-E UNIFORMS AND EQUIPMENT -- All employees shall be dressed in a uniform shirt identifying them as the Contractor's personnel, and shall be so attired at all times. The employee shall also have in their possession at the jobsite all necessary safety attire and equipment necessary to perform their duties. All of the Contractor's vehicles shall be clean, neat and in good repair, shall have the Contractor's name and local telephone number visible on both sides of the vehicle and shall include the Contractor's State License number. All Contractor vehicles shall be equipped with a vehicle mounted rotating or flashing amber beacon of sufficient candle-power to be readily visible to any approaching traffic. Beacon shall be activated at anytime that Contractor's vehicle is parked in a street or highway.

4-F ENFORCEMENT OF NON-COMPLIANCE/LIQUIDATED DAMAGES -- Payment for any items of work not done in compliance with this Agreement, or not brought into compliance within the period of time specified in the Inspection Reports will be subject to the Liquidated Damages set forth herein in Section 6-C. and will be withheld from the next monthly payment due the Contractor. A statement will be provided with the monthly payment describing the reason for withholding a portion of the payment and a listing of the amount. (See also Section 6-B and 6-C of these Special Provisions.)

4-G TERMINATION OF CONTRACT -- Failure to perform specified items of work as provided in these Special Provisions, after receipt of three (3) formal notices of non-compliance, will constitute good and sufficient grounds for terminating the contract. Notice of termination will be given by certified mail and will be effective 15 calendar days after the date said notice was mailed.

Notification of any termination will be given to the surety, who shall have the right to take over the contract within 15 days of being notified. Failure of the surety to assume the provisions of the contract within 10 days shall constitute grounds for the City to assume responsibility for providing maintenance services with the right to recover damages from the principal or the surety arising from the principal's failure to perform.

4-H NOTICE TO CONTRACTORS -- Any Contractor who has their contract terminated by the City for non-performance shall be deemed a "non-responsible" bidder for a period of three years following the date of termination and will not be allowed to submit a bid for any other landscape maintenance contract during that period.

SECTION 5-LEGAL REQUIREMENTS

5-A SAFETY REQUIREMENTS -- All work performed under this contract shall be performed in such manner as to provide maximum safety to the public and the safety standards outlined in the Federal OSHA guidelines. The Special District Inspector reserves the right to issue restraint or cease-and-desist orders to the Contractor when

unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

5-B HAZARDOUS CONDITIONS -- The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from his operations. Any hazardous conditions noted by the Contractor, which is not a result of his operations, shall immediately be reported to the Public Works Director at 951-956-2120.

5-C USE OF CHEMICALS -- The Contractor shall submit a list of all chemical fertilizers, herbicides or pesticides proposed for use under this contract for approval by the Special District Inspector. This listing shall be limited to chemicals approved by the State of California, Department of Agriculture and not appearing on any Federal or State list of prohibited toxic materials, and shall include the exact brand name and generic formulation, California Registration Number and Chemical Abstract Service Number (Case #), and based on the recommendations of a licensed Pest Control Advisor. The use of chemicals shall conform to the current Riverside County Department of Agriculture regulations.

No chemicals, herbicide or pesticide shall be applied until its use is approved, in writing, by the Special District Inspector as appropriate for the purpose and area proposed. City does not hereby undertake to indemnify or hold harmless the Contractor for damages arising from the use of any such chemicals, herbicides or pesticides and hereby specifically reserves to itself full rights against any party for any damages which are proximately caused by the negligence or improper use of any such chemicals, herbicides or pesticides.

Spraying of chemicals will not be permitted under windy conditions as determined by the Special District Inspector.

Contractor shall maintain the Material Safety Data Sheets (MSDS) for each chemical to be used on site, and shall post visible printed public notices along the site at least five (5) days prior to the application of any chemical. Said notices shall be in a format approved by the Special District Inspector and shall comply with any public noticing requirements applicable under state or Federal laws relating to the chemicals to be applied.

Spraying of chemicals with Toxicity Category I shall not be utilized unless a permit has been obtained from the County of Riverside Department of Agriculture and written permission has been obtained from the Public Works Manager.

Contractor shall prevent the discharge of any chemicals under their control, including herbicides, pesticides or fertilizers, to any street, gutter, drainage structure, storm drain or other waterway, flowing or not. Such discharge, whether willful or accidental, is a violation of the Federal Clean Water Act and may be subject to both administrative and criminal prosecution. Contractor shall follow all manufacturer directions regarding the handling, application, use and disposal of any chemicals. The disposal of any waste materials generated from the use of said chemicals, such as excess product, rinse waters

or other, shall be done in compliance with Federal, State and local laws and regulations as applicable.

Contractor shall ensure that all equipment used for the application of chemicals shall be in good working order with no leakage or other unintended discharges. Contractor shall comply with all equipment manufacturers' instructions regarding the operation and cleaning of said equipment.

5-D DISCRIMINATION/AFFIRMATIVE ACTION CLAUSE -- Contractor hereby certifies that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status or national origin.

Contractor shall promote affirmative action in its hiring practices and employee policies for minorities and other designated classes in accordance with federal, state and local laws. Such action shall include, but not be limited to, the following: Recruitment and recruitment advertising, employment, upgrading and promotion. In addition, Contractor shall not exclude from participation under this Agreement any employee or applicant for employment on the basis of age, handicap or religion, in compliance with state and federal laws.

5-E SOUND CONTROL REQUIREMENTS -- The Contractor shall comply with the applicable sections of the City of Perris Municipal Code regulating and prohibiting loud, unnecessary and excessive noises.

Each internal combustion engine, used for any purposes on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

No equipment, machinery, or apparatus that permits loud and excessive noise shall be operated during the hours of 10:00 p.m. and 7:00 a.m., unless approval has first been secured from Public Works Manager for the City of Perris.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, mowers, weed eaters, blowers or other equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

5-F PERMITS & LICENSE -- The Contractor shall obtain a City Business License prior to execution of the contract, and no-fee encroachment permit prior to the commencement of work in the City's public right-of-way.

5-G COMPLIANCE WITH NPDES -- The Contractor shall comply with all applicable requirements of the National Pollution Discharge Elimination System (NPDES) Best Management Practices (BMP) as established and adopted by the City under the City's Municipal Code. The Contractor shall not permit any trash, debris, vegetative trimmings,

fugitive soils or organic materials to be discharged through sweeping, blowing or other means to any street, gutter, drainage structure, storm drain or waterway flowing or not. Contractor is encouraged to meet with the City's NPDES Coordinator to identify available and appropriate BMPs prior to commencing work.

5-H RECYCLING, WASTE REDUCTION AND DIVERSION – The Contractor shall make all reasonable efforts to recycling all waste vegetative materials (green wastes) through a permitted green waste processor/composter and shall minimize the amount of materials landfilled. Contractor shall provide documentation on a quarterly basis to the City's Public Works Department-Engineering Administration Division regarding said recycling efforts. Said documentation may include but not be limited to copies of weight tickets from a permitted green waste processor/composter or other records as may be deemed acceptable. The use of mulching mowers for turf areas is strongly encouraged, subject to approval of the Special District Inspector. See Section 10 below for additional turf information. Contractor is encouraged to meet with the City's Recycling Coordinator to identify available and appropriate waste diversion activities prior to commencing work

SECTION 6-PAYMENTS / MISCELANEOUS

6-A PAYMENTS -- Payment will be made to the Contractor within thirty (30) days from the submission of invoice to the Public Works Department-Engineering Administration Division. The first payment may be pro-rated in accordance with the actual portion of the month worked. Request for payments shall be submitted in accordance with the provisions established in the written Agreement.

Extra work shall not be performed until a signed Change Order, on City prescribed forms, has been executed. Upon acceptance and approval of the billing by the City, payment for Extra work will be made the following billing cycle.

6-B PAYMENTS WITHHELD -- The City may withhold payment to such extent as may be necessary to protect the City from loss due to:

1. Defective work not corrected.
2. Claims filed or reasonable evidence indicating probable filing of claims by third parties against the City arising from the performance of the Contractor or any subcontractor under this agreement.
3. Maintenance not being performed or completed by the Contractor.

6-C LIQUIDATED DAMAGES AND CONTRACTOR LIABILITY FOR EMWD NON-COMPLIANCE SETTLEMENT CHARGES OR OTHER EMWD FINES --

The amount to be withheld shall be determined by the Special District Inspector and shall be based upon actual damages and/or the amount and type of maintenance not completed; or fines levied by EMWD for non-compliance settlement charges. Retention of payment for damaged irrigation components, or loss of any plant material may be released to the contractor upon repair or replacement of the needed items or completion of work.

Deductions for incomplete or inadequate maintenance not performed at the required schedules shall be a permanent deduction. Deductions for water usage in excess of EMWD's monthly maximum allowable water budget, or other EMWD non-compliance settlement charges shall be permanent deductions.

The Contractor agrees that failure to perform the maintenance as set forth herein will result in damages being sustained by the City. Contractor and City agree that failure to perform the work per the work schedule set forth in Section 7 or as noted as not in compliance within the Inspection Report as set forth in Section 4-B; or Failure by the Contractor to perform the any of the actions described in 9-O will result in inconvenience to the citizens of Perris. Therefore, the parties agree that:

- A. Such damages, among others are and will continue to be impracticable and extremely difficult to determine, and;
- B. The entire cost of each service not performed, and noted as deficient in the Inspection Report, based on the required frequency (i.e. monthly, weekly, quarterly, etc.); the entire cost of the EMWD non-compliance settlement charges levied shall be assessed **per Benefit Zone** as the minimum value of such costs to the City, and;
- C. That this is a reasonable amount that the Contractor agrees that the City shall deduct from the monthly invoice amount submitted by the Contractor to the City for each specified time frame (frequency) Contractor fails to perform the work per the work schedule; and in the case of EMWD non-compliance fines levied, in the event that Contractor fails to remit payment to City, Contractor hereby authorizes City to deduct from the Contractor's next billing cycle an amount equal to the EMWD Non-Compliance Settlement Charges.
- D. That the Special District Inspector may, at his discretion and due to circumstances beyond the control of the Contractor and the City, waive this clause on a case-by-case when such waiver is in the best interest of the City.

6-D EXTRA WORK -- Any extra work done shall conform to the provisions in Section 3.3 "EXTRA WORK" of the Standard Specifications, unless the extra work is done for a negotiated price. Prior approval shall be obtained in writing from the Special District Inspector, on forms prescribed by the City, before performing any extra work, except for urgently needed repairs to the irrigation systems. With submission of the bill for such Extra Work, Contractor shall attach copies of material invoices and rental receipts, if any, as backup for the amount charged.

6-E SUPPLEMENTAL WORK -- Any supplemental work done shall be performed at the price indicated in the "SUPPLEMENTAL ITEMS OF WORK BID SCHEDULE". Renovation of existing landscaping due to age or poor growth as determined by the

Special District Inspector and not related to Contractor's negligence shall be classified as Supplemental Items of Work. All supplemental work performed shall be as directed by the Special District Inspector.

The provisions contained in Section 3-2, "Changes Initiated by the Agency", of the Standard Specifications shall not apply to Supplemental Items of Work, and no adjustment shall, therefore, be made in the contract unit price for increased or decreased quantities of Supplemental Items of Work.

6-F PROJECT APPEARANCE -- The Contractor shall maintain a neat appearance to the work. The Contractor shall remove and dispose of all cuttings, weeds, leaves, trash, and other debris developed during his operations at the end of each day of work, and shall sweep any resultant dirt and debris from sidewalks, curbs or gutters located within the work zone.

6-G FAITHFUL PERFORMANCE -- The Special District Inspector shall have right of review of the performance elements of the maintenance contract. The Special District Inspector will be responsible for checking the performance of the Contractor to the established standards and reporting any lack of maintenance to the Public Works Director. The Contractor will be notified of any maintenance failure and will have a reasonable amount of time, as determined by the Special District Inspector, not to exceed ten (10) calendar days, to conform to the contract standards. If after said reasonable amount of time the problem has not been resolved, a formal notice of noncompliance will be sent to the Contractor with a specific target date to resolve the problem. If the problem is still present on the specific target date, the Special District Inspector will notify the Public Works Director who will have the option of terminating the contract and re- advertise for a new contractor. The necessity of sending more than two (2) formal notices to the Contractor to correct a maintenance failure anywhere within the contract area shall constitute grounds for termination of the contract of all Areas. In such event, then the amount of cash or bond deposited with the City as a performance bond shall be forfeited by the Contractor to cover all costs incurred by the City as a proximate result of Contractors' failure to perform as required by the Agreement.

6-H HOURS OF LABOR -- The Contractor's attention is directed to General Provisions Section 5 A.

6-I PERSONNEL -- The Contractor shall furnish sufficient supervisory and working personnel of such capabilities as to promptly accomplish on schedule, and to the satisfaction of the Special District Inspector all work required under this contract during the regular and prescribed hours. All such personnel shall be physically able to do their assigned work. The Contractor and his employees shall conduct themselves in a proper and efficient manner at all times. They shall be clothed in a suitable uniform as determined by the Special District Inspector, with a company identifying marker. The Special District Inspector may require the Contractor to immediately remove from the work site any employee(s) observed to pose a threat to the public and whose continued employment on the job is contrary to the best interests to the City.

The Contractor shall assign an English speaking responsible Foreman, who may be a working Supervisor, on the job at all times work is being performed, with whom the Special District Inspector may consult with respect to performance of this contract. Adequate and competent supervision, as determined by the Special District Inspector, shall be provided for all work done by the Contractor's employees to ensure accomplishment of a first-class job.

Full compensation for conforming to the requirements of Section 6 shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

6-J ATTORNEY'S FEES -- The prevailing party in any legal action to enforce or interpret any provisions of this Agreement will be entitled to recover from the losing party all attorney fees, court costs, and necessary disbursements in connection with that action. The costs, salary and expenses of the City Attorney, and members of his office, in connection with that action shall be considered as attorney's fees for the purpose of this agreement.

6-K FEDERAL LOBBYING RESTRICTIONS – Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completion disclosure form as part of the bid documents.

A certificate for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form – LLL, "Disclosure of Lobbying Activities", with instructions for completion of the Standard Form is also included in the Proposal. Signing the proposal shall constitute signature of the Certification.

The above-reference certification and disclosure of lobbying activities shall be included in each sub-contract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

SECTION 7-DESCRIPTION OF WORK AND PERFORMANCE SCHEDULE

7-A GENERAL -- It is the intent of these Special Provisions that the maintenance of landscaping and irrigation system provided shall be adequate to maintain the landscaping in a healthy and attractive condition and the irrigation system in a fully operational manner and in compliance with applicable water conservation standards, regulations and ordinances. All services shall be provided in a good workmanlike manner, consistent with the standards of the industry as determined by the Special District Inspector.

7-B WORK TO BE PERFORMED -- The work to be performed consists, in general, of the following:

Maintenance -- Furnish all tools, equipment, services, apparatus, facilities, transportation, labor, building/encroachment permits, disposal and materials necessary and reasonably incidental to perform complete landscape maintenance of all contract areas, including, but not limited to the following: litter removal, irrigation, mowing and edging turf, pruning, shaping and trimming of trees, shrubs, and ground cover plants; raking; fertilization; weed control; control of all plant diseases and pests; hardscape and drainage systems; and all other maintenance required to maintain the contract Landscape Benefit Zones in a safe, attractive, usable, and healthy condition with horticulturally acceptable growth and color.

All hardscaped areas, such as sidewalks, curbs, gutters, expansion joints, median hardscape (if any) and roadway surfaces extending out into the pavement at least five-feet from the curb face, within the contract defined Landscape Benefit Zones, shall be kept free of weeds, fugitive soils, trash, dead plant materials and debris as per the maintenance schedule. All debris, fugitive soils and vegetative trimmings shall be removed of and disposed of by the Contractor in compliance with National Pollution Discharge Elimination System (NPDES) Best Management Practices as established by the City. Contractor shall not sweep, blow or otherwise cause any trash, debris, fugitive soils or vegetative trimmings to be discharged into or upon any street, gutter, drainage structure, storm drain or other facility.

Unimproved areas beyond described limits are not a part of this contract.

7-C BENEFIT ZONE RESTORATION COST ESTIMATE - Within 60-days from commencement of this Contract, the Contractor is encouraged to provide detailed cost estimate, including quantities of materials and labor for additional work necessary to bring each Landscape Benefit Zone into compliance with the specifications set forth herein, within a time frame as determined by the City. Said estimates shall be based on the bid pricing for Supplemental Work set forth herein, or Extra Work for costs not identified in the Supplemental Work Bid Schedule. The City shall, at its sole discretion, determine if the additional work proposed is reasonable, based on the rates set forth for Supplemental Work herein, and shall determine, based on available funding, and the "Additional Services" provisions of the Agreement, whether said additional work herein shall be performed. Contractor shall submit a signed statement, if estimate is submitted, that the Contractor's estimate, and all data, documents, and other products used in the estimate shall become the property of the City of Perris and will be retained or disposed of accordingly. The City of Perris shall not be liable for any pre-contractual expenses incurred by

any bidder or Contractor. Pre-contractual expenses are defined as expenses incurred by bidders and Contractor, if any, in preparing and submitting information in response to this estimate, including but not limited to: negotiations with the City of Perris on any matter related to this procurement; costs associated with interviews, meetings, travel or presentations; and all other expenses incurred by a proposer/contractor prior to the date of award of any change order and a formal notice to proceed for any Benefit Zone Restoration Work. The City reserves the right to amend, withdraw and cancel this estimate. The City reserves the right to reject all responses to this request at any time prior to change order execution. The City reserves the right to request or obtain additional information about any and all estimates.

7-D MAINTENANCE SCHEDULES

7-D-1. Mobilization-- Mobilization shall conform to the provisions in Section 11, "Mobilization", of the Standard Specifications and these Special Specifications.

As part of mobilization, the Contractor shall also provide a single place (job board, etc.) to place all required federal forms, Cal/OSHA and EEO labor compliance posters, all permits, all safety items, and any and all paperwork that must be posted in public view.

The Contract price paid for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, project schedules and incidentals for mobilization for the entire project, and shall be considered as included in the prices paid for the various contract items of work, and no additional allowance will be made therefore. This includes any remobilization due to phasing of work.

7-D-2. Scheduling of Work -- The Contractor shall accomplish all normal landscape maintenance required under this contract from Monday through Friday and as specified in this Section of these Special Provisions. Exceptions may be made to normal working hours (7:00 a.m. to 5:00 p.m.) where incidence of use may be too great during the hours specified to allow for proper maintenance. The Special District Inspector may grant, on a case by case basis, permission to perform contract maintenance at other hours.

7-D-3. The Contractor shall establish a schedule of routine work to be followed in the performance of this contract. This schedule shall include the day of each week that the contractor shall physically perform the routine work within each Benefit Zone set forth within this schedule and the type of work scheduled to accomplish. The schedule form shall be provided to the Special District Inspector prior to the performance of any work required by this contract and these specifications, and any changes in scheduling shall be reported in writing, to the Special District Inspector five (5) days prior to initiating the change.

7-D-4. Failure to Maintain Maintenance Schedule: Failure on the part of the contractor to maintain the required production rate for a project area shall be sufficient reason for the Special District Inspector to have the work in question, or portions thereof, completed by others. If work is completed by others, any additional cost will be deducted from the contractor's monthly billing. Failure to maintain the maintenance schedule shall be determined in the following manner: Contractor shall complete Weekly Evaluation and Performance Reports, on forms

prescribed by the City, and shall be reviewed by the Special District Inspector, and/or Special Districts Inspector may conduct periodic inspections and document maintenance performance on a "Landscape Maintenance Site Inspection Report." All project areas shall be maintained according to the specifications schedule set forth in the agreement. Final assessment of each area shall be made by the Special District Inspector, in accordance with Section 4B. If the contractor fails to meet the specifications within the time limits of the schedule, then that portion of the work may be removed from his responsibility and may be immediately assigned to another contractor and payment withheld, in accordance with Section 6G.

Should it become necessary to penalize a contractor on more than one occasion for failure to meet specifications within the agreement, the Contractor may be released from his contractual obligation to the City. The project area will then be awarded, in accordance with the City's procurement procedures, to an alternate contractor.

7-D-5. The contractor shall provide a written notice to the Special District Inspector at least five (5) business days prior to performing any Contract work not routinely performed on a monthly basis during contractor's weekly maintenance cycle. Said Contract work may include but not be limited to fertilization, aeration or over-seeding. Said notice shall include the schedule date or date(s) for performing the work.

7-D-6. The Contractor shall conduct the work at all times in a manner which will not interfere with normal pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets or parking lots. In addition, a special notification listing exact start date for fertilization, aeration, renovation, pruning and other infrequent operations shall be furnished to the Special District Inspector at least five (5) working days in advance of performing these operations. The Contractor shall also post printed public notices adjacent to the landscape benefit zones prior to application of any chemicals at least five (5) working days prior to the application of any chemicals.

7-D-7. The following items of work shall be performed by the Contractor with the entire benefit zone including hardscape, turf, and planter areas at the frequency indicated. Full compensation for completing all items of work included in the frequency schedule shall be considered to be included in other items of work, and no additional compensation will be allowed.

ITEM OF WORK	FREQUENCY PERFORMED
Pick up of trash and debris -	Weekly. Remove all trash and accumulated debris from the work sites. In addition, dog feces are also to be removed from the hardscape, turf or ground cover areas. <i>Note: Areas adjacent to high pedestrian traffic may require more frequent pickup of trash as determined by the Special District Inspector.</i>
Complete Irrigation Test and Inspection.	Weekly, or more frequently as climatic conditions. (e.g. daily during hot, dry weather), or the occurrence of vandalism or damage

	requires to ensure proper and adequate irrigation. Test and Inspection may be performed in the presence of the Special District Inspector, as directed. Inspection shall include reviewing and documenting the valve-station times and making appropriate adjustments in order to comply with EMWD water conservation requirements and established water budgets for each. Contractor shall physically inspect the irrigation system weekly for missing, damaged or misaligned sprinklers. See also Section 9 for additional requirements.
Turf - Mowing.	Bi-Weekly between November 1 and February 28, Weekly during March 1 through October 31 st .
Turf - Edging.	Bi-Weekly between November 1 and February 28, Weekly during March 1 through October 31 st .
Turf - Trimming with a power trimmer around all poles, obstructions, tree wells, sprinkler heads and other miscellaneous items as designated by the Special District Inspector.	Bi-Weekly between November 1 and February 28, Weekly during March 1 through October 31 st .
Turf - Fertilization	Three (3) Times a Year
Turf - Aeration	Annually between March 1 and March 31
Turf - Over-seeding	Annually between November 1 and November 30.
Trees - Skirting	As needed.
Trees - Pest control	As needed
Shrubs - Trimming/Pruning	Bi-weekly
Ground Cover - Trimming/Edging	Bi-weekly.
Vines - Trimming	Bi-Weekly
Fertilization - Shrubs, ground cover, and small trees	Three (3) Times a Year
Shrubs/Ground Cover – Pest control	As needed
Raking beds; removal of leaves, pine needles, etc.	Weekly
Sweeping/Blowing/Vacuuming Walks after mowing and edging.	Weekly
Continual Weeding of all shrub/planter beds banks, and ALL other areas including hardscape, sidewalks and expansion joints not defined as slopes.	Weekly
Spraying for weeds	As needed
Spraying pre-emergent	As needed
Rodent Control	As needed

Weeding of non-landscaped slopes with all debris to be removed.	Monthly
Weeding of landscaped buffer area, Detention Basins, Retention Basins, Bio-swales, and Channels	Monthly
Cleaning drainage structures such as gutters, concrete swales and ditches.	Annually before October 1 st , after each major storm, or as directed by Special District Inspector.
Washing walks/Median Hardscape	As needed or directed by the Special District Inspector.

7-E FUTURE WORK -- The cost of maintenance of landscaping which will be installed in the future within those Landscape Benefit Zones which are presently unimproved, if any, will be negotiated with the Contractor at the time of City's acceptance of said improvements. However, the cost of maintenance shall not exceed the unit price awarded under this contract. (i.e. same cost for irrigation components as awarded in this contract; turf and/or ground cover shall not exceed the cost per square foot awarded under this contract).

7-F SUPPLIES -- All supplies required to accomplish the items of work specified herein, and to maintain the landscaping in a healthy and attractive condition and the irrigation system in a fully operational manner, shall be provided by the Contractor, with materials specified in Paragraph 9-I. Full payment for furnishing landscaping and irrigation supplies shall be considered as included in the contract bid prices and no additional compensation will be allowed therefore. The City shall approve the Brand and model of any controllers, valves and sprinkler heads prior to use by the Contractor. Currently the Agency is specifying Rainbird irrigation products for all sprinkler heads. Contractor shall make proposed substitutions in accordance with Section 01631, on forms prescribed by the City. No change shall be allowed of any material manufacturer listed after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Any manufacturer, which is not deemed to be equal-to or better in every significant respect to that required by the Contract Documents, shall be rejected at the sole discretion of the Agency. Should such change be allowed by the Agency, bidder shall provide materials meeting the specification, as determined by the Agency, and there shall be no increase in the amount of the Bid originally submitted.

7-G CONFLICTS -- In the event that this area is subject to construction of new and/or expanded facilities, landscaped areas, irrigation systems or shrubs and trees may be disturbed or eliminated by this construction. The Contractor shall provide maintenance up to the construction area and insure proper irrigation at all times. Replacement of landscape and irrigation disturbed by the construction will be by others. Upon restoration, the Contractor shall again be responsible for maintenance. Areas eliminated by construction of hardscape shall be deducted from the gross area under the same provisions as provided above for FUTURE WORK.

7-H AREAS ELIMINATED/MODIFIED -- Any areas permanently or temporarily modified within the maintenance area shall be negotiated with the Contractor under the same provisions as provided above for FUTURE WORK.

7-I REPLACEMENT OF TREES AND PLANT MATERIALS, CONTRACTOR NEGLIGENCE -- The Contractor will be responsible for replacing trees and plant material due to over watering, under watering or improper horticultural practices or neglect as determined by the Special District Inspector at Contractor's cost.

7-J CONTRACTOR PARTICIPATION IN LANDSCAPE IRRIGATION AUDITS OF IRRIGATION SYSTEMS - The Contractor shall participate as needed in the periodic performance of landscape irrigation audits as required by either the City or EMWD. Said participation may include but not be limited to providing access to each controller, flagging and locating valves, preparing current valve schedules, validating valve station information, etc. When a Landscape Irrigation Audit is deemed necessary, the Contractor shall make the

appropriate personnel available to the Landscape Irrigation Auditor. The Contractor shall provide the appropriate personnel available for up to four (4) hours per controller at no additional compensation to the Contractor at least once during each contract year; any additional time over four (4) hours shall be billed at the rates set forth in the "Supplemental Items Of Work Schedule" for the appropriate personnel.

7-K STORM WATER POLLUTION PREVENTION PLAN- The Contractor shall carry out the water pollution control as indicated in the Storm Water Pollution Prevention Plan, the Erosion and Sediment Control Plan, the Standard Specifications, these Special Provisions, and as directed by the Engineer. The Contractor shall also comply with all and every water pollution requirement as set by the regulatory agencies. The Contractor is responsible for developing an "Erosion and Sediment Control Plan" and "Storm Water Pollution Prevention Plan" for the project. These shall be signed by a registered civil engineer.

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution" of the Standard Specifications and these Special Provisions.

Water pollution control work shall conform to the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and the "Construction Site Best Management Practices (BMPs) Manual," and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to respectively as the "Preparation Manual" and the "Construction Site BMP Manual," and collectively as the "Manuals. Copies of the Manuals may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520. Copies of the Manuals may also be obtained from the Department's Internet Web Site at: <http://www.dot.ca.gov/hq/construc/stormwater.html>. Copies of the Permits are available for review at the Department of Transportation, District 8, Environmental / Technical Branch, 464 West 4th Street, San Bernardino, California.

The Contractor shall know and fully comply with the applicable provisions of the Manuals, Permits, and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction. The Contractor shall maintain copies of the Permits at the project site and shall make the Permits available during construction. Unless arrangements for disturbance or use of areas outside the project limits are made by the City and made part of the contract, it is expressly agreed that the City assumes no responsibility for the Contractor or property owner with respect to any arrangements made between the Contractor and property owner.

The Contractor shall implement, inspect and maintain all necessary water pollution control practices to satisfy all applicable Federal, State, and Local laws and regulations that govern water quality for areas used outside of the highway right-of-way or areas arranged for the specific use of the Contractor for this project. Installing, inspecting, and maintaining water pollution control practices on areas outside the road right-of-way not specifically arranged for and provided for by the City for the execution of this contract will not be paid for.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the provisions set forth in this section "Water Pollution Control (Storm Water Pollution Prevention Plan)", including but not limited to, compliance with the applicable provisions of the Manuals, Permits and Federal, State and local regulations. Costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, money due to Contractor under the contract, in an amount determined by the City, may be retained by the City until disposition has been made of the costs and liabilities.

When a regulatory agency or other third party identifies a failure to comply with the permit or any other local, State, or Federal requirement, the Engineer may retain money due to Contractor, subject to the following:

- A. The City will give the Contractor 30 days notice of the City's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments" of the Standard Specifications.
- C. If the City has retained funds and it is subsequently determined that the City is not subject to the costs and liabilities in connection with the matter for which the retention was made, the City shall pay for interest on the amount retained for the period of the retention, and the rate of interest payable shall be 6 percent per annum.

Conformance with the provisions of this section "Water Pollution Control (Storm Water Pollution Prevention Plan)" shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 7, "Legal Relations and Responsibility", of the Standard Specifications.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records pertaining to water pollution control work.

The cost for water pollution control for the entire project shall be included in the bid prices for other items. The Contractor will be responsible for the payment of any fines without reimbursement from the City.

7L - RECORD DRAWINGS- The Contractor shall keep one clean set of bond originals to note any changes which take place during construction. These changes to the original plans and/or specifications shall be noted at the appropriate locations with the appropriate changes indicated in red pencil or ink. Contractor shall make redline changes on any "Planting Plans and Irrigation Plans"

provided to Contractor, by the Agency, including changed locations irrigation components; size and type of plants, trees, shrubs and vines; and any new facilities constructed. The Contractor shall note in large letters "RECORD DRAWINGS" on the Title Sheet of the plans. The job will not be finalized by the Engineer until these record drawings have been completed to the satisfaction of the Engineer. The changes shall be noted on the plans as the changes occur. The record drawings shall be submitted to the Resident Engineer, and become the property of the City at conclusion of the project.

Full compensation for maintaining and compiling the record drawings shall be considered to be included in other items of work and no additional compensation will be allowed.

7M – AREAS FOR CONTRACTOR'S USE- Attention is directed to the provisions in Section 7-1.19, "Rights in Land and Improvements", of the Standard Specifications and these Special Provisions.

The road right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work unless approved otherwise by the City Engineer.

No City-owned parcels adjacent to the right of way are available for the exclusive use of the Contractor within the contract limits. The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials, or for other purposes, which cannot be safely placed within the area approved by the Engineer.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other City owned property which the Contractor occupies. The Contractor shall leave the areas in a presentable condition in conformance with the provisions in Section 4-1.02, "Final Cleaning Up", of the Standard Specifications.

The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials or for other purposes, if sufficient area is not available to the Contractor within the limits available for use by the City.

7N- PROTECT IN PLACE OR REMOVE AND REPLACE EXISTING IMPROVEMENTS, ETC. Protecting, relocating, or removing and replacing, relocating and adjusting to grade all valves, signs, pull boxes, poles, fencing, wrought iron fences, irrigation equipment, plants, shrubs, trees, vines, electrical motors, cages, mainline, laterals, etc., necessary to complete the Contractor's work, shall be considered as included in the prices paid for the various contract items of work, and no additional allowance will be made therefore. The price bid for protecting in place, removing and replacement of existing improvements shall be considered to be included in other items of work and no additional compensation will be allowed; and shall include full compensation for furnishing all labor, tools, equipment, materials, and incidentals and for doing all work involved in protecting in place and removing and replacement of such items. This shall include payment for all items mentioned above not specifically referenced elsewhere in the specifications.

SECTION 8- TRAFFIC CONTROL AND JOB SITE CONDITIONS

8-A MAINTAINING TRAFFIC CONTROL -- Attention is directed to Section 7-10 "Public Convenience and Safety" of the Standard Specifications, and these Special Provisions.

Warning signs, lights and devices for use in performance of work upon streets and highways shall conform to the "Manual of Traffic Controls," current edition, published by the State of California, and the "Work Area Traffic Control Handbook," current edition, adopted by the City of Perris, California.

A minimum of one (1) lane shall be maintained for each direction of traffic at all times; with the exception of all major arterials (i.e. Perris Blvd, Ramona Expressway, Nuevo Road, etc.), where a minimum of two (2) lanes in each direction, and right-turn access shall be maintained unless approved otherwise by the Engineer.

Full compensation for furnishing and installing all signs, lights, flares, barricades and other traffic control devices necessary to expedite passage of public traffic through the work area shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

The Contractor shall be granted a temporary permit for lane closures during the performance of this contract, subject to the following restrictions. The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 5:00 p.m. Monday through Thursday and after 3:00 p.m. on Fridays and the day preceding designated legal holidays, and when maintenance operations are not actively in progress on working days. If lane closures are required outside of these periods or for a continuous period, the Contractor shall secure appropriate permits from the City Engineer and comply with required City standards regarding lane closures.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time. All Contractor vehicles shall be equipped with a permanently-mounted rotating or flashing amber beacon of sufficient candle-power to be readily visible to any approaching traffic. Beacon shall be activated at anytime that Contractor's vehicle is parked in a street or highway.

The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

The provisions in this section may be modified or altered if, in the opinion of the Engineer, public traffic will be better served and work expedited. Said modifications or alterations shall not be adopted until approved in writing by the Engineer.

8-B COOPERATION AND COLLATERAL WORK -- Attention is directed to Section 7.7, "Cooperation and Collateral Work" of the Standard Specifications, and these Special Provisions.

Certain companies, governmental agencies, or their Contractors may be working within the area. Certain utility facilities in various locations within the project limits may be removed, relocated, abandoned, or installed by companies' or agencies' contractors.

It is anticipated that these existing utilities will not interfere with the Contractor's operations. However, the Contractor shall exercise due care to ensure that these utility facilities are not damaged during his operations.

The utility locations shown on the original landscaping plans are correct to the best of our knowledge. When in doubt, the Contractor shall contact the utility concerned before proceeding further.

Full compensation for conforming to the requirements of this Section, not otherwise provided for, shall be considered as included in the lump sum prices paid for the work involved and no additional compensation will be allowed therefore.

8-C REMOVAL OF SIGNS -- Any unauthorized signs, stakes, posts/poles, political or otherwise, found within or immediately adjacent to the landscaped areas and in the public right of way from time to time shall be considered as trash and debris and shall be removed by the Contractor immediately.

Full compensation for removal of such items shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

8-D CLEANUP AND DUST CONTROL -- Cleanup and dust control shall conform to the provisions in "Cleanup and Dust Control" of the Standard Specifications as well as applicable AQMD Rules and Regulations. Contractor shall not create nor cause to be created any fugitive dust during the performance of this Contract.

SECTION 9- IRRIGATION SYSTEMS

9-A GENERAL - The Contractor shall maintain all irrigation systems, at no additional cost (but see Section 9D), in such a way to provide the following inspections, repairs, maintenance, troubleshooting of irrigation controllers, supplying all needed materials, and performing the work as necessary in order to maintain the irrigation system in compliance with EMWD Landscape Ordinance 72.22 and subsequent revisions, and EMWD Ordinance 68.2 governing the provisions of recycled water system facilities and services and subsequent revisions.

9-B QUALIFICATIONS OF PERSONNEL PERFORMING WORK ON IRRIGATION SYSTEMS -

A. The Contractor shall ensure that all personnel performing work on irrigation systems are appropriately trained and knowledgeable in the performance and operation of irrigation systems, including but not limited to the operation of each type and brand of controller in use. The Contractor shall provide in writing to the Special District Inspector, the name and telephone

number of the Contractor's designated irrigation specialist, and shall include copies of all current certifications and training for this individual to the City prior to contract award.

B. In the event that it is necessary to change the Contractor's irrigation specialist, the Contractor shall notify the City within ten (10) days and provide the name, telephone number and certifications for the replacement individual for review and approval by the Special District Inspector.

C. In addition, the Contractor shall ensure that the irrigation specialist has attended all required training for the operation, maintenance and control of on-site recycled water facilities in accordance with the requirements set forth by EMWD, federal, state and local regulatory agencies, and EMWD approved Recycled Water Supervisor.

D. It is expected that the Contractor and their staff shall stay current with various irrigation practices, water conservation measures and changes in ordinances and laws governing the use of irrigation throughout the term of the contract by attending various seminars, workshops and trade activities. For those irrigation systems supplied by the EMWD, the contractor shall quarterly review the current rules and ordinances proposed or adopted by EMWD by reviewing the EMWD website at www.emwd.org.

E. Contractor and their staff shall be knowledgeable and comply at all times with EMWD Landscape Ordinance 72.22 and subsequent revisions, EMWD Ordinance 68.2 governing the provisions of recycled water system facilities and services and subsequent revisions, and all City ordinances governing landscaping and irrigation practices within the City.

9-C HOURS OF OPERATION OF IRRIGATION SYSTEM – Landscape irrigation shall occur only between the hours of 10:00 p.m. and 6:00 a.m., except when manually watering during the establishment period of a new landscape, when temperatures are predicted to fall below freezing and when testing and repairing an irrigation system. In the event that, due to design or operational issues relating to the irrigation system preclude the Contractor from watering only between 10:00 p.m. and 6:00 a.m., the Contractor shall immediately notify the Special District Inspector. The Special District Inspector shall investigate the issues relating to the irrigation issue and shall provide additional direction in writing regarding the irrigation system operation hours as appropriate.

9-D IRRIGATION MAINTENANCE UP TO \$100 PER MONTH - Contractor shall be responsible for the first \$100.00 of irrigation system repairs, for each benefit zone area on a monthly basis. Irrigation repairs over \$100 shall be paid to the Contractor in accordance with the Provisions 6-D Extra Work, or 6-E Supplemental Work. Contractor shall repair, replace, clean and adjust, straighten, raise and lower irrigation system components as needed, at no cost to the City. Contractor shall be responsible for repairing, replacing, cleaning and adjusting, straightening, raising and lowering all irrigation system components; which become worn, broken, or inefficient under normal wear and tear conditions; use and/or misuse of playing fields; acts of vandalism; and/or acts of God. Verification of repairs shall be included in the Contractors monthly Evaluation and Performance report submitted to City. Contractor shall include a "no-fee invoice" to City with Report, with pricing based on pricing provided by Contractor in the Supplemental Work Bid Schedule. Compensation for work under this item shall be included in other bid items and shall

include all full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work and no additional compensation shall be allowed therefore.

- Tightening of loose fittings
- Flushing Sprinkler Heads
- Sprinkler Head Nozzles
- Marlex
- Bushings
- Anti-theft/vandalism sprinkler head devices
- Recycled Water Filters and/or Strainers
- Valve Covers
- Valve Boxes or Sleeves
- Quick Coupler Valves and Hose Bibs
- Bubblers, Emitters, etc.
- Irrigation Main (Pressure Line)
- Irrigation System Lateral Piping
- Irrigation Control Valves
- Irrigation Controller
- Valve wiring to Controller
- Ball and Gate Valves
- Drip irrigation system including multi-outlet emission device, tubing, and emitters.

9-E NOTIFICATION OF IRRIGATION SYSTEM WORK EXCEEDING \$100 PER MONTH. The Special District Inspector shall be immediately notified of necessary irrigation system repairs exceeding the Contract Service allowance of \$100 per month per benefit area. Contractor shall provide immediate notification to the Special District Inspector of any such supplemental irrigation system work, and shall submit a request for Change order on City Prescribed forms, and shall obtain approval from the City prior to start of work within the area. The City shall review the damage and/or request information from the Contractor in order to establish the true cause of damage and determine responsibility for repair.

9-F INSPECTION, TEST, MONITORING, EVALUATION AND PERFORMANCE REPORT, EMWD MONTHLY WATER BUDGET TRACKING REPORT AND REPAIR OF IRRIGATION SYSTEM

A. The Contractor shall maintain all sprinkler systems in such a way as to ensure proper coverage and full working capacity, and shall make whatever adjustments which may be necessary to prevent run-off into street right-of-way, or other areas not meant to be irrigated. Care shall be exercised to prevent a waste of water or to cause erosion.

B. In those Landscape Benefit Zones where an automatic sprinkler system is installed, the Contractor shall, in the presence of the Special District Inspector, inspect and test the irrigation system monthly, or more often if climatic conditions, the frequent occurrence of vandalism or damage requires, or at the direction of the Special District Inspector.

C. The Contractor shall physically inspect the system weekly for any damage to the system such as missing, damaged or misdirected sprinkler heads and shall test the operation of each valve

for any malfunction. The Contractor shall make appropriate repairs or adjustments as needed to the system based on their inspection including repairs and replacement of sprinkler heads, nipples and elbows to maintain adequate irrigation, as provided in Section 9-D above, at no additional cost to the City. Contractor shall keep accurate records on forms prescribed by the City, and submit them on a monthly basis to the Landscape District Inspector. Such repairs will be made by the Contractor with same type/brand head, or approved equal by the Special District Inspector.

D. The Contractor shall also inspect the timer controls for proper operation and shall adjust the schedule and frequency of operation of the system on an as needed and continual basis, to ensure proper water delivery for each valve, based on the Monthly Water Budget as established for each Benefit Zone water meter by EMWD. Contractor shall not permit the actual monthly water usage to fall below 70 % of the allowable Monthly water Budget (but see Paragraph 9-M for Water Conservation). Failure by the Contractor to ensure plant survival as a result of "under-watering" (i.e. < 70% water budget usage) shall be the responsibility of the Contractor, and Contractor shall remove and replace all dead plant material at no cost to the City. Repeated occurrences of under-watering, as documented by the Special Districts Inspector in accordance with Section 4-B, shall be grounds for termination of Contract of all benefit zone areas in accordance with Section 4-G. Contractor shall log, on forms prescribed by the City, weekly water meter read, irrigation time control adjustments, and repairs to ensure adequate water supply for lively plant growth while ensuring non-exceedance of Monthly Water Budget as established for each Benefit Zone water meter by EMWD. Contractor shall be liable for EMWD non-compliance settlement charges and other EMWD fines. The Contractor shall, by the first (1st) of each month, provide a written copy of the planned irrigation schedule, including irrigation days, start times and run-times per valve to the Special District Inspector.

E. Non-Compliance Settlement Charges levied by EMWD against water meter accounts owned by the City, shall be the responsibility of the Contractor to pay. Contractor shall pay EMWD penalties upon written demand of the City. Contractor shall send payment to City in a reasonably prompt manner, consistent with the Contractor's normal procedures for payable accounts, but not exceeding 30 days from the date of written demand by the City. In the event that Contractor fails to remit payment to City, Contractor hereby authorizes City to deduct from the Contractor's next billing cycle an amount equal to the EMWD Non-Compliance Settlement Charges. Nothing in this paragraph shall prevent City from exercising its other rights and remedies provided by law, to collect EMWD Non-Compliance Settlement Charges from Contractor, including but not limited to collection of payment and performance bond proceeds. Contractor shall be responsible for all related charges associated with the collection of EMWD Non-Compliance Settlement Charges incurred by City.

F. All irrigation components will be inspected and maintained by the Contractor on a weekly basis. This will include laterals, main lines, gate valves, control wire, junction boxes and any other items in the system.

G. Contractor shall be responsible for the cleaning of any filters, screens or other devices used to provide reclaimed water, or as part of a drip irrigation system, a minimum of once every three days, or as recommended by the manufacturer, or as appropriate, in order to ensure proper operation of the system.

H. All below-ground irrigation valve boxes shall be kept clean of dirt and debris at all times in order to allow visual inspection of the irrigation component, and shall be periodically treated with an approved rodent control in order to prevent damage to the valve or wiring systems. Valves shall be properly tagged with an approved valve tag with the appropriate valve number, and each valve box lid shall be hot-stamped with the corresponding valve number or designation. Contractor will ensure that all valves correspond to the appropriate controller station number in order to facilitate testing, water audits and repairs. Valve boxes shall be periodically adjusted in order to ensure that the valve box lid is at the same height as the surrounding terrain; said adjustments shall be considered to be part of routine maintenance.

I. Contractor shall visually inspect the backflow devices weekly or after any period of freezing for leakage or other evidence of failure and shall notify the Special District Inspector immediately by telephone if any damage or leakage is discovered.

J. On any irrigation system that includes an electrically operated booster pump, the Contractor shall start and observe the operation of the booster pump weekly. Contractor shall look for any evidence of leakage of water from the pump, evidence of discoloration or damage to the electrical controls and components, unusual noises or other evidence that the pump may not be performing within design specifications. In the event that the booster pump is not operating properly, the Contractor shall notify the Special District Inspector immediately by telephone. NOTE: Repairs to any booster pump shall be the responsibility of the City; any costs that may be incurred by the Contractor to support said repairs shall be classified as Supplemental or Extra Work.

K. If any of the items mentioned in this section are found to be defective or in need of repair, with the exception of booster pumps, during the weekly inspections, said items shall be repaired immediately, consistent with the limitations found in Section 9-E. The Contractor shall notify the Special District Inspector immediately by telephone of the need to perform a repair during normal business hours. If the need for repair is discovered after normal business hours, the Contractor shall either isolate the damaged irrigation section so as to prevent future water losses, or make such emergency repairs or commence manual watering as necessary in order to prevent excessive loss of plant materials until the next business day.

9-G **COST OF REPAIR** - Except where the cost of repair or replacement of irrigation system components exceed \$100.00 monthly within each Benefit Zone, the cost of repair shall be included in the Contractor's base price. In the event that the costs exceed \$100.00, per month, Contractor shall request a written change order for Supplemental Work. The unit price paid for supplemental work for replacing sprinkler heads shall include all items of work (including necessary repairs and/or replacement of piping, fittings, etc.) involved in restoring a sprinkler systems to full operation; and the unit price paid shall be the price listed in the "SUPPLEMENTAL ITEMS OF WORK BID SCHEDULE".

9-H **CONTRACTOR NEGLIGENCE** - The Contractor shall, at no cost to the City, repair or replace any damaged irrigation system components due to his own negligence, including removal of anti theft devices, as provided in the Special provisions Section 7-N.

9-I **REPLACEMENT OF IRRIGATION SYSTEM COMPONENTS WITH**

EQUIVALENT COMPONENTS - Any replacement of an irrigation system component must conform to the type and kind of the existing system, unless the use of anti-theft or anti-vandalism devices have been authorized by the Special District Inspector. Sprinkler heads shall be the same manufacturer as installed, unless approved by the Special District Inspector. Any other deviation must be approved in writing by the Special District Inspector, on the forms prescribed by the City for "Substitutions" in Section 01631. Replacement of a defective timer/controller shall be accomplished as directed by the Special District Inspector. A new timer/controller shall be of the same model and manufacturer as the one to be replaced unless otherwise approved by the City. The City may, at its option, provide Contractor with a replacement timer/controller, in which case the hourly rate for irrigation repair under Supplemental Items of Work Schedule shall apply.

9-J MANUAL IRRIGATION - Irrigation shall be done by the use of the automatic sprinkler systems, where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of his responsibility. In the event of a failure of any irrigation component that would prevent proper automatic irrigation of the landscaping, Contractor shall apply irrigation manually, at no additional cost to the City, until the repair and/or replacement is accomplished. Contractor shall provide irrigation repairs in accordance with Section 9-D. In the event that the estimated cost of repair exceeds \$100, Contractor shall follow the procedures established in 9-E to obtain authorization from City prior to commencement of any work. After 96 hours from the time of notification, if the use of manual irrigation is still necessary, and is the result of delays caused by the City, the cost for manual irrigation shall be considered Supplemental or Extra Work following the 96 hour Notice period. Manual irrigation shall be reimbursable, provided that the City approved, on forms prescribed by the City, Contractor to continue extended manual irrigation.

9-K RECYCLED WATER REQUIREMENTS - Contractors shall repaint all backflow devices, backflow cages, valve box lids the appropriate Recycled Water color if fading as occurred or deemed necessary by the Special District Inspector.

9-L IRRIGATION STANDARD - Irrigation shall be accomplished in order to achieve the following, as long as said standards do not exceed the Monthly Water Budget established for each Water Meter by EMWD:

Turf, if any, shall be irrigated as required, to maintain horticulturally acceptable growth and color and to encourage deep rooting. Additional irrigation may be performed in the event of unusually hot/dry weather conditions upon approval of the Special District Inspector.

Landscaping on banks and slopes, if any, shall be irrigated as required, to maintain horticulturally acceptable growth and color, and to encourage deep rooting and preventing erosion.

Shrub beds, if any, shall be irrigated as required, to maintain horticulturally acceptable growth and color, and to promote deep rooting. Irrigation rates for shrub areas shall be applied in such a manner as to prevent surface runoff. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.

Newly planted trees, shrubs, ground cover and turf shall receive special attention until these

plants are established. Adequate water shall be applied to promote normal, healthy growth. Proper berms or basins where needed shall be maintained during the establishment period.

9-M WATER CONSERVATION - Contractors shall turn off all irrigation systems during periods of rainfall and/or times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices are used which does not result in any plant and/or tree loss or interfere with irrigation maintenance.

9-N EXCESSIVE IRRIGATION PROHIBITED – Contractor is prohibited from applying excessive irrigation to any landscaped area in violation of EMWD Ordinance 72.22.

A. Contractor shall have the responsibility to obtain a Monthly Water Budget Statement for Landscape Meters from EMWD for each water meter each calendar month in order to monitor their compliance with the EMWD requirements. City shall provide Contractor with a list of meter and account numbers applicable to each Benefit Zone that the Contractor is responsible for. Contractor shall contact EMWD and request copies of the Monthly Water Budget Statement be provided to them in addition to the City.

B. Contractor shall notify the Special District Inspector by telephone immediately upon discovery of any broken or damaged irrigation component that may have allowed excessive use of water, and shall follow up said telephone notification with written notice within three (3) business days, either delivered by facsimile, mail or hand-delivery to the Special District Inspector. Said notification shall constitute an administrative record of excessive water usage that may be used by the City to defend itself from Non-Compliance Settlement Charges proposed or levied by EMWD. Said notification shall include the date and time that the damage was discovered, the controller and valve numbers affected and the corrective actions taken.

9-O CONTRACTOR LIABLE FOR EMWD NON-COMPLIANCE SETTLEMENT CHARGES OR OTHER EMWD FINES – The Contractor is responsible for ensuring that excessive irrigation is not occurring on any Benefit Zone under their care and responsibility and compliance with EMWD Landscape Ordinance 72.22 and subsequent revisions, and EMWD Ordinance 68.2 governing the provisions of recycled water system facilities and services and subsequent revisions. Failure by the Contractor to perform the following actions shall result in the Contractor being liable for any and all Non-Compliance Settlement Charges or other fines levied against the City by EMWD:

A. Failure to prevent excessive irrigation by allowing each controller station to operate for a length of time greater than is necessary to ensure adequate plant health and comply with the Annual Maximum Allowable Water Budget and the hours of allowable irrigation; or

B. Failure to make adjustments or repairs to irrigation systems in a timely manner when notified by the City that a violation of EMWD Ordinance 72.22 has occurred and to notify the City in writing that the repairs or adjustments have been completed; or

C. Failure to comply with water run-off or irrigation hours requirement(s) after notification by the City to the Contractor that a second or more violation of EMWD Ordinance 72.22 has occurred.

SECTION 10- TURF

10-A All areas shall be mowed once every two weeks between November 1 and February 28 and once every week during March 1 through October 31. Turf grass edging and trimming shall be performed once every two weeks between November 1 and February 28 and once every week during March 1 through October 31st the time of mowing.

10-B All turf areas included in this contract shall be mowed with approved power-propelled reel-type or rotary mowers. The mowers shall be equipped with catchers. Mowing shall be done in such a manner as to prevent ruts or depressions from forming by the wheel and/or weight of the mower. NOTE: A MULCH-MOWING PROGRAM MAY BE PERMITTED WITH PRIOR APPROVAL OF SPECIAL DISTRICT INSPECTOR.

10-C Mowers shall be maintained so as to provide a smooth, even cut without tearing; mowers are to provide a uniform and level cut. All warm season turf grasses (Bermuda, St. Augustine, Kikuyu) shall be cut at one (1) inch height throughout the year. All cool season turf grasses (Fescue, Bluegrass, Ryegrass) shall be cut at a two and one-half (2 1/2) inch height throughout the year. No more than 25% of existing growth to be removed in any one mowing or as otherwise instructed by the Special District Inspector.

10-D All turf shall be edged adjacent to all improved and unimproved surfaces; turf edges shall be maintained if the turf area abuts a shrub bed, property line or to maintain a turf delineation.

10-E Inclement weather may preclude adherence to the frequency schedule of mowing. The Contractor may request, from the Special District Inspector, for reasons of rain or prolonged cold, alteration of this mowing frequency. City shall have the right to pro-rate payments due Contractor for mowing, when mowing services do not occur, due to extended extended periods of inclement weather.

10-F Turf area shall be aerated a minimum of one (1) time each year between March 1 and March 31. Aeration shall be performed with an aerator machine that removes cores from the turf a minimum of two (2) inches in length. Under adverse conditions or as a result of high use where turf is suffering from compaction, aeration may be necessary at more frequent intervals at no additional cost to the City. The frequency intervals shall be as required to promote healthy vigorous growth as determined by the Special District Inspector. A schedule of aeration equipment to be used shall be submitted to the Special District Inspector five (5) days prior to beginning work.

10-G Re-seeding of bare spots shall be performed continually throughout the year to re-establish turf to an acceptable quality. Re-seeding shall be performed with a certified turf grass seed similar to the established turf at a rate of eight (8) pounds per 1,000 square feet. Seed shall be topped with one-eighth (1/8) inch of topper. The topper must be approved by the Special District Inspector and shall not contain Steer Manure. The price paid for re-seeding shall be established in the bid

schedule for Supplemental Work items. A schedule shall be submitted to the Special District Inspector five (5) days prior to beginning work. No work shall commence until an executed Change Order, on forms prescribed by the City, is provided to Contractor. The City shall not be responsible for the cost of re-seeding, if in fact the loss of turf grass is due to negligence of the Contractor.

10-H Over-seeding shall be done on an annual basis prior to October 15th of each year. All turf areas shall be over-seeded with a certified turf grass seed similar to the established turf. Steps must be taken during the renovation process to ensure seed to ground contact. Failure to realize a minimum of 75% germination will require reseeded by the Contractor at no extra cost to the City. A schedule shall be submitted to the Special District Inspector five (5) days prior to beginning work.

10-I All grass clippings are to be picked up by means of the appropriate attachments to mowers or by use of other mechanical devices necessary to achieve a clean, neat appearance of turf areas. In the event of the mulch-mowing as provided under Section 10-B, all clippings must be adequately fine-cut and spread as to achieve a neat appearance.

10-J Defective turf shall be removed and replaced with sod. The sod shall be of the same type of turf removed and shall be installed as directed by the Special District Inspector.

The unit price paid for replacing turf shall include all items of work involved in removing and placing sod and at the price indicated in the "SUPPLEMENTAL ITEMS OF WORK SCHEDULE".

10-K Synthetic Turf areas shall be maintained in accordance with the manufacturers recommended maintenance procedures. Turf areas shall be inspected for loose edges, rips and tears, burned, discolored or otherwise damaged material. Contractor shall notify the Special Districts Inspector of any maintenance needs in these areas. City shall inspect synthetic turf area, and may contract with a third party Contractor, or issue a written change order for maintenance of Synthetic Turf areas.

SECTION 11-SHRUBS

11-A Contractors shall remove and dispose all dead shrubs from benefit zone areas.

11-B All shrubs growing in the work areas shall be pruned a minimum of bi-weekly, or more frequently as determined by the Special Districts Inspector, to encourage healthy growth habits, removal of dead or damaged branches, and maintain natural shape. The pruning of all shrubs in a designated worksite within the timeframe indicated on the contract schedule will be considered one complete cycle.

11-C Shrubs shall be continually pruned, as necessary, to prevent encroachment of passage ways, walks, streets, and view of signs. Shrubs shall be tapered to provide irrigation coverage and an aesthetically pleasing landscape. Shrubs shall be pruned with sharp pruning tools and no weed eaters. All pruning cuts shall be one quarter (1/4) inch above a node (bud). No projections or stubs shall be allowed to remain.

11-D Pruning shall be done to maintain a well-groomed, laced-out appearance, and encourage air movement through the shrub. Contractors shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site. Shearing, hedging or severe pruning shall not be permitted without prior written permission from the Director.

11-E Contractors shall notify the Director, in writing, five (5) working days prior to any fertilizer application. This written document shall include the following:

1. Location and exact date the fertilizer application will be performed.
2. Type of fertilizer and method of application to be used.

11-F All damaged, diseased (untreatable) or dead shrubs shall be replaced with the exact same species and size of plant material that existed. Contractors shall be responsible for the complete replacement of shrubs lost due to the Contractor's faulty maintenance or negligence, as determined by the Special Districts Inspector. Original plans and specifications shall be consulted to determine correct identification of species. Substitutions for any plant materials must have prior written approval by the Special Districts Inspector. All shrubs shall be guaranteed to live and remain in a healthy condition for no less than six (6) months from the date of installation, inspection and verification by the Special Districts Inspector. The cost for replacement of shrubs shall be established in the Supplemental Work Bid Schedule.

SECTION 12- TREE SKIRTING

12-A Contractor shall be responsible for skirting any tree to a height of 8-feet as measured from ground level that may overhang any trail, sidewalk or path and that interferes with the safe and convenient passage of an adult. All sucker growth is to be removed from trees as it occurs. In addition, Contractor shall be responsible for the removal of any branches, limbs, palm fronds or other debris that have fallen to the ground from a tree.

12-B All trees shall be continually maintained free of all dead, diseased and damaged branches back to the point of breaking. All work shall be of the highest quality and performed in accordance with approved professional tree trimming standards, at the base bid price and no additional compensation shall be allowed therefore.

SECTION 13- TREES

Work in the Section shall be paid to Contractor, in accordance with the Supplemental Work Bid Schedule. No work included in this section shall commence prior to the execution of a written Change Order, on forms prescribed by the City.

13-A- Contractor shall remove and dispose all dead trees from benefit zone areas, and remove stumps to within 4 feet from finished grade.

13-B Contractors shall perform tree pruning annually between the months of November to February. Pruning shall be performed in such a manner as to provide a well groomed, "laced out"

appearance which encourages air movement through the tree canopy. All trees in the work site shall be maintained in their natural shapes. This work shall be accomplished in a manner which will ensure that each individual tree is trimmed carefully to promote the tree's health and appearance. All trees shall be continually maintained free of all dead, diseased and damaged branches back to the point of breaking. All work shall be of the highest quality and performed in accordance with approved professional tree trimming standards.

13-C Contractors shall notify the Special District Inspector in writing five (5) days prior to any tree pruning, except when pruning is required for public safety. All trees shall be pruned within 48 hours upon notification to remove or prevent encroachment where it blocks vision, or encroaches in any manner deemed undesirable by the Special District Inspector.

13-D Tree removal and replacement due to damage or negligence by the Contractor as a result of improper chemical application or equipment damage shall be at Contractor's expense.

13-E Contractor shall inspect tree wells for broken or missing header boards, deteriorated decomposed granite (DG), and shall notify the Special Districts Inspector of maintenance needs. City shall inspect the tree well areas and may contract with a third party Contractor, or issue a written change order for maintenance of tree well areas.

13-F Contractor shall remove and dispose broken or ineffective tree stakes, and replace with tree stakes intended to support the growth of tree in a vertical and upright position.

SECTION 14- FERTILIZER AND PEST CONTROL AGENTS

14-A Soil fertilizing and pest control agents shall conform to the requirements of these Special Provisions and specifically to those requirements set forth in Section 5.

14-B Turf Grass

14-B-1 Manure shall not be used as a fertilizer or soil conditioning material.

14-B-2 Contractor shall notify the Special District Inspector, in writing, five (5) working days before application and submit Benefit Zone location, exact date, fertilizer type and method of application.

14-B-3 Fertilization of all turf grass areas within the designated work area shall be accomplished three (3) times a year with a complete commercial fertilizer in homogeneous pellet form at the times specified below (or as otherwise directed by Special District Inspector):

July 1	-	July 31
October 1	-	October 31
March 1	-	March 31

14-B-4 Fertilization shall be performed with granular, balanced fertilizer, consisting of a 3-1-2 ratio, at a rate of one (1) pound of actual Nitrogen per 1,000 square feet of area.

Any change in the Fertilizer ratio and/or rate shall be submitted in writing and approved by the Special District Inspector prior to use.

14-B-5 All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application. Contractors shall immediately irrigate after each fertilizer application.

14-C Shrub Beds, Ground Cover, Vines and Small Tree Fertilization

14-C-1 Contractor shall notify the Special District Inspector, in writing, five (5) working days before application and submit Benefit Zone location, exact date, fertilizer type and method of application.

14-C-2 Fertilization of all shrub beds, ground cover areas and all young trees (3" caliper and smaller) within the designated work area shall be accomplished three (3) times per year. Fertilizer shall be applied at the times specified below:

July 1-July 31
October 1-October 31
March 1- March 31

14-C-3 Fertilization shall be performed with granular, balanced fertilizer, consisting of a 1-1-1 ratio, at a rate of one (1) pound of actual Nitrogen per 1,000 square feet of area. Any change in the Fertilizer ratio and/or rate shall be submitted in writing and approved by the Special District Inspector prior to use.

14-C-4 All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application. Contractors shall immediately irrigate after each fertilizer application.

SECTION 15- SLOPE, BANK, AND DRAIN MAINTENANCE

15-A SLOPES AND BANKS -- All Slopes, Banks, Buffer Areas, Detention Basins, Bio-swales and Channels are to be weeded by hand or by using a power weed cutter on a Monthly basis. All other plant material located on the slope shall be maintained as stated in these Special Provisions. All weeds, dead plant materials, debris and trash are to be removed weekly. Slopes and banks may be hydroseeded with a native annual seed mix once each year, at the manufacturer's recommended date for sowing if deemed necessary by Special Districts Inspector.

15-B DETENTION BASINS, BIO-SWALES, AND CHANNELS – All Detention Basins, Bio-swales and Channels are to be weeded by hand or by using a power weed cutter on a Monthly basis. All other plant material located in these areas shall be maintained as stated in these Special Provisions. All weeds, dead plant materials, debris and trash are to be removed weekly.

15-C DRAINS -- Permanent drainage structures such as gutters, concrete swales and ditches, are to be cleaned and kept free of obstructions at all times and is to be completely cleaned on a monthly basis.

SECTION 16- WEED CONTROL

16-A Weed growth in all areas identified as future roadbeds, non-landscaped traffic islands, medians, undeveloped slopes and underdeveloped areas shall be cut to a 2" height and treated with Round-up or other herbicide as approved by the Special District Inspector, per manufacturer's label on an "as needed" basis. Said height is for erosion control. Said areas are to be maintained as such for duration of contract. This shall also include weekly trash and litter pick-up.

16-B All landscaped and hardscaped areas within the specified maintenance area including lawns, shrub and ground cover beds, planters, tree wells, cobble, and sidewalks shall be kept free of weeds. A weed will be considered as "any undesirable or misplaced plant." Weeds shall be controlled either by hand, mechanical, or chemical methods. The Special District Inspector may restrict the use of chemical weed control in certain areas. Complete removal of all weed growth shall be accomplished within each seven (7) days. This section includes all undesirable growth adjacent to curbs, gutters, and in sidewalks.

16-C For unimproved areas (i.e. lacking curb, gutter, and/or sidewalks) within the designated limits of the maintenance areas: ten (10) feet from curb face (or end of pavement if no curb exists) shall be maintained weed- free by herbicides and manual methods. Herbicides shall be approved by the City prior to use and only State of California licensed Pest Control Operators shall apply the Herbicides.

SECTION 17- TRAIL SYSTEMS

17-A Trail System, if present, may consist of, but not be limited to, any of the following: 1) Asphalt bicycling/walking trail; 2) Decomposed Granite (D.G) or similar equestrian / walking trail; or, 3) as identified by the Special Districts Inspector. Maintenance to be performed as follows:

17-B Asphalt bicycling/walking trail: Asphalt trails shall be swept using either a mechanical or vacuum sweeper as approved by the Special District Inspector at least once every three months. In the event that combined sweeper/cleaner is used, the sweeper shall be capable of recovering all applied waters. Weed removal shall be completed in accordance with Section 16 for landscaped areas at the same frequency noted in the frequency table for planter beds. Trash and debris shall be removed weekly, or as needed. Said maintenance shall be included in the cost of other work items and no additional compensation shall be provided therefore.

17-C Decomposed Granite or similar equestrian / walking trail: Weed removal shall be completed in accordance with Section 16 for Decomposed Granite or similar equestrian / walking trail at the same frequency noted in the frequency table for planter beds. Trash and debris shall be removed weekly, or as needed. Animal droppings shall be removed daily Said maintenance shall be included in the cost of other work items and no additional compensation shall be provided therefore.

17-D Fences, railings and footings shall be inspected weekly for any damages or the need for repair. The Special District Inspector shall be immediately notified of any need for repairs or for damage. Any work needed within trail systems not specified herein, shall be performed as Extra Work, as defined herein.

SECTION 18-GROUND COVER

18-A Contractors shall remove and dispose all dead groundcover from benefit zone areas.

18-B Ground covers are low growing plants that grow in colonies to form a solid mat over the surface of the ground, giving a flat or two dimensional effect to the landscape. Edging of ground cover areas shall be performed bi-weekly.

18-C All ground cover adjacent to sidewalks, curbs, mowing strips, or where not improved surface exists, shall be edged in a neat, uniform line. All ground cover shall be continually trimmed at the drip line of all shrubs. All ground cover shall be continually trimmed along walls, valve boxes, water meter boxes, backflow devices, or other structures located within the groundcover area as determined by the Special Districts Inspector. Trimming of ground cover may be required around sprinklers to provide maximum irrigation coverage.

18-D All clippings and trimmings shall be removed from the work site the same day work is performed and prior to the Contractor vacating the work site. After edging or trimming, the Contractors shall sweep clean all adjacent sidewalks or gutters. The edging and trimming of ground cover in a designated worksite within the timeframe indicated on the contract schedule will be considered one complete cycle.

18-E Contractors shall notify the Director, in writing, five (5) working days prior to any fertilizer application. This written document shall include the following:

1. Location and exact date the fertilizer application will be performed.
2. Type of fertilizer and method of application to be used.

18-F All damaged, diseased (untreatable) or dead ground cover shall be replaced with the exact same species and size of plant material that existed. Contractors shall be responsible for the complete removal and replacement of ground cover lost due to the Contractor's faulty maintenance or negligence, as determined by the Special Districts Inspector. Original plans and specifications shall be consulted to determine correct identification of species. Substitutions for any plant materials must have prior written approval by the Special Districts Inspector, on forms prescribed by the City. All ground cover shall be guaranteed to live and remain in a healthy condition for no less than six (6) months from the date of installation, inspection and verification by the Special Districts Inspector. The cost for replacement of shrubs shall be established in the Supplemental Work Bid Schedule.

SECTION 19-VINES

19-A Contractors shall remove and dispose all dead vines from benefit zone areas.

19-B Vines and espalier plants shall be checked regularly and secured to the wall or support on a weekly basis. All vines growing in the work areas shall be pruned a minimum of 12 times a year, or more frequently as determined by the Director, to encourage healthy growth habits, removal of dead or damaged vines.

19-C All vines shall be maintained so encroachment into adjacent pedestrian right-of-way shrubs, ground cover or private property is inhibited. After edging or trimming, the Contractors shall sweep clean all adjacent sidewalks or gutters. The trimming of all vines in a designated worksite within the timeframe indicated on the contract schedule will be considered one complete cycle.

19-D All damaged, diseased (untreatable) or dead vines shall be replaced with the exact same species and size of plant material that existed. Contractors shall be responsible for the complete removal and replacement of vines lost due to the Contractor's faulty maintenance or negligence, as determined by the Special Districts Inspector. Original plans and specifications shall be consulted to determine correct identification of species. Substitutions for any plant materials must have prior written approval by the Special Districts Inspector. All vines shall be guaranteed to live and remain in a healthy condition for no less than six (6) months from the date of installation, inspection and verification by the Special Districts Inspector. The cost for replacement of shrubs shall be established in the Supplemental Work Bid Schedule.

19-E Contractor shall install 1" diameter eye screw to community walls (fasten with epoxy resin) and secure immature vines to ensure a spreading and vertical growth pattern.

SECTION 20- AERIAL PHOTOS OF LANDSCAPE BENEFIT ZONES, MAPS OF LOCATIONS OF BENEFIT ZONES, AND EXAMPLES OF REQUIRED FORMS AND REPORTS

KEY TO PHOTO MAPS

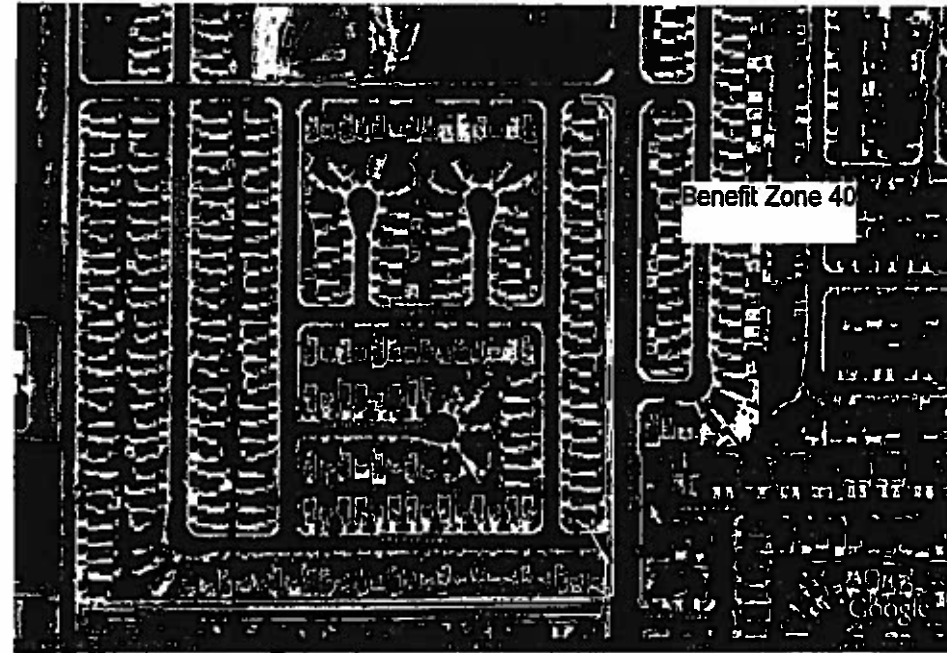
———— **Boundary of Benefit Zone**

———— **Boundary of Maintenance Areas**

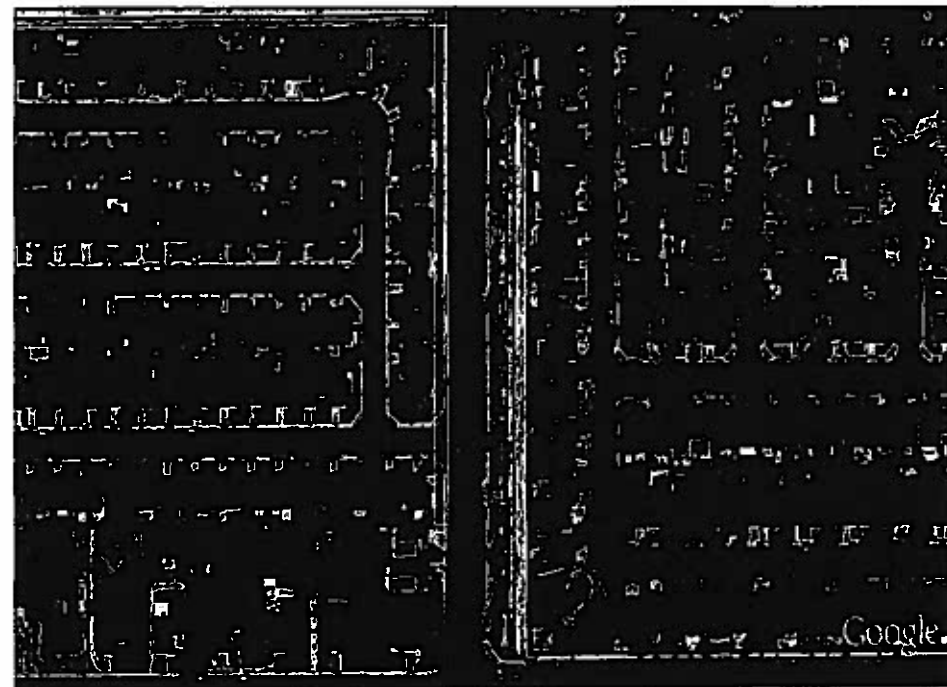
———— **(Not Included in Base Bid) Areas for Weed Abatement at Residential Properties, will be paid at Supplemental Bid Schedule Price upon execution of charge order**

BENEFIT ZONES

Benefit Zone 40



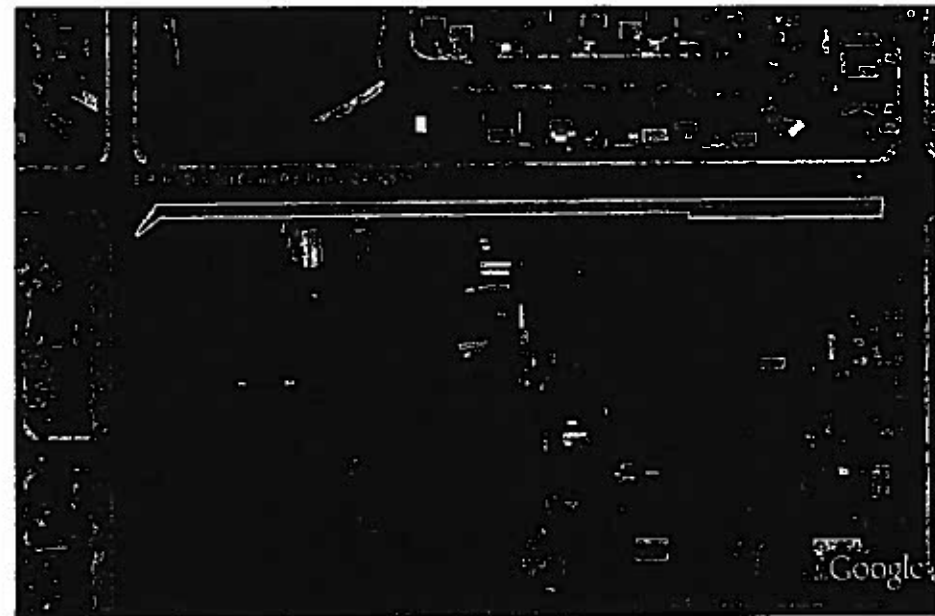
**GF-01 (Aurora Dr. and Redlands)
Shares Water Meter With BZ-40**



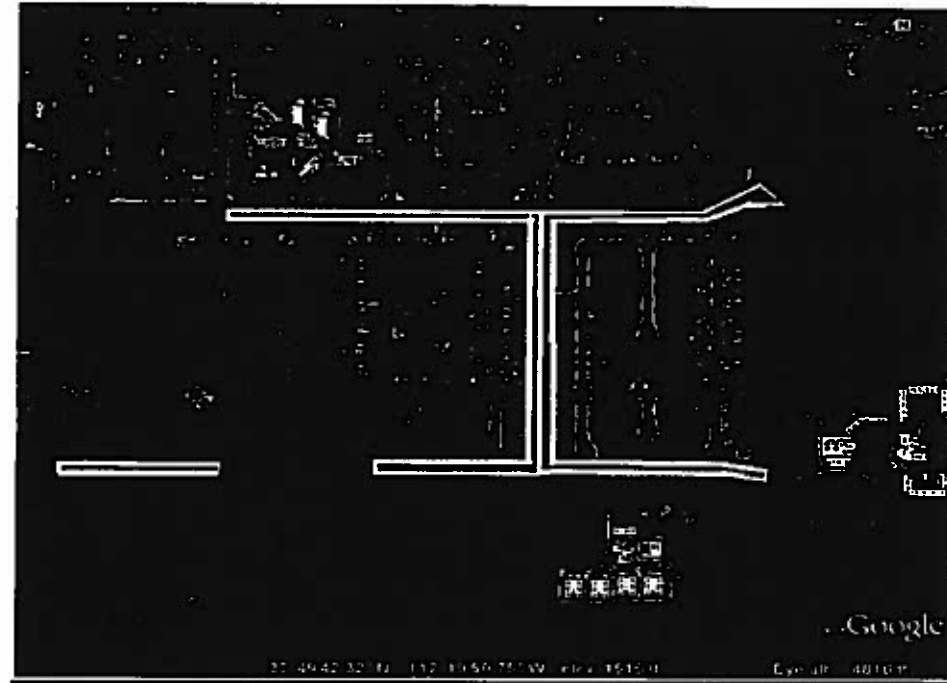
Benefit Zone 60
(Park Not Included, See PK-14)



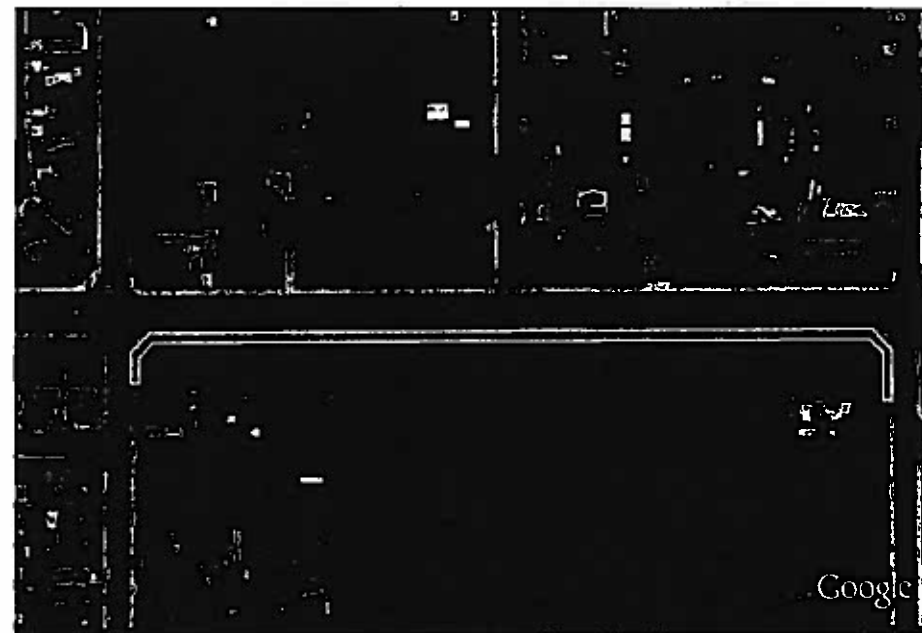
GF-54 Landscape off of Submeter for BZ-60



Benefit Zone 72



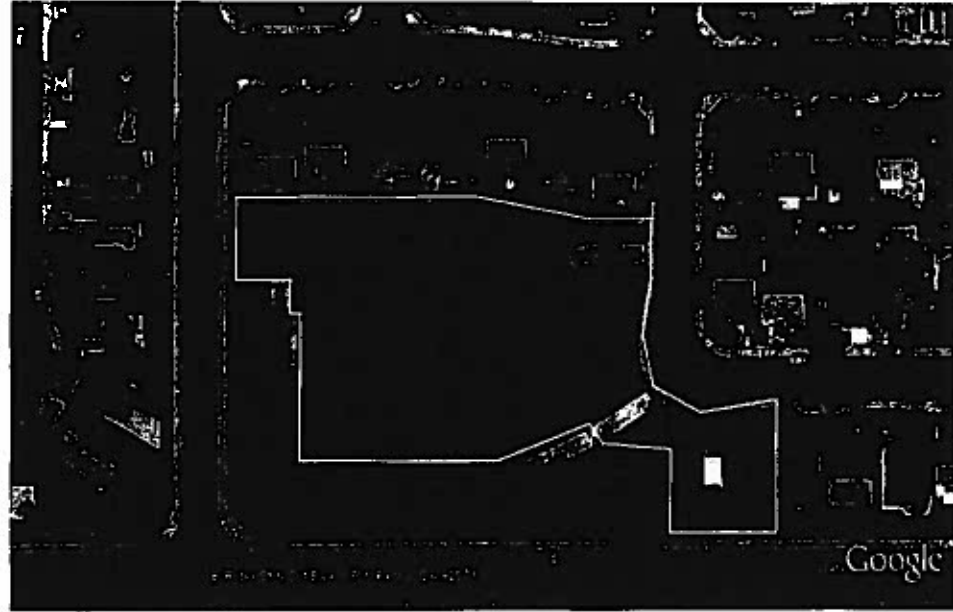
**GF-49 Landscape Between BZ-71 and BZ-72
Shares Water Meter with BZ-72**



SPECIAL DISTRICTS PARKS

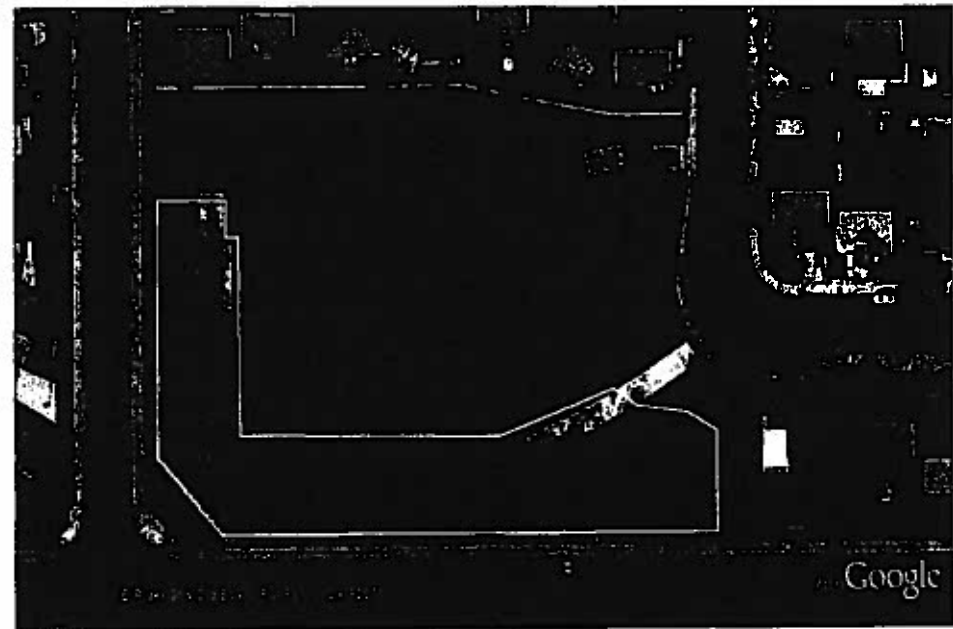
PK-13

PK-13 – Oak Leaf Ln. / Blazing Star Dr.



FLOOD CONTROL AREAS

FC 22 – Oak Leaf Ln. / Blazing Star Dr.
Shares Water Meter with PK-13





City of Peoria
PUBLIC WORKS DEPARTMENT
Engineering Administration

LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES
Evaluation & Performance Report
MONTH: 1/1/2012 TO 1/31/2012

ZONE	TREASHI		WEED		IRRIGATION		TURF		SHRUBS		GROUNDCOVER		VINES		TREES As needed	TURF FERTILIZATION 3 X Year		SHRUB FERTILIZATION 3 X Year		TURF AERATION 1 X Year		TURF OVERSEED 1 X Year		OTHER DATE
	Weekly	DATE	Weekly	DATE	Weekly	DATE	Weekly	Biweekly	DATE	Biweekly	DATE	Biweekly	DATE	Biweekly		DATE	Biweekly	DATE	Biweekly	DATE	Biweekly	DATE	Biweekly	
B2-1A	Weekly	1/2/2012	Weekly	1/2/2012	Weekly	1/2/2012	Weekly	1/2/2012	Biweekly	1/9/2012	Biweekly	1/9/2012	Biweekly	1/9/2012										
	Weekly	1/9/2012	Weekly	1/9/2012	Weekly	1/9/2012	Weekly	1/9/2012	Biweekly	1/16/2012	Biweekly	1/16/2012	Biweekly	1/16/2012										
	Weekly	1/16/2012	Weekly	1/16/2012	Weekly	1/16/2012	Weekly	1/16/2012	Biweekly	1/23/2012	Biweekly	1/23/2012	Biweekly	1/23/2012										
	Weekly	1/23/2012	Weekly	1/23/2012	Weekly	1/23/2012	Weekly	1/23/2012	Biweekly	1/30/2012	Biweekly	1/30/2012	Biweekly	1/30/2012										
B2-1B	Weekly	1/2/2012	Weekly	1/2/2012	Weekly	1/2/2012	Weekly	1/2/2012	Biweekly	1/9/2012	Biweekly	1/9/2012	Biweekly	1/9/2012										
	Weekly	1/9/2012	Weekly	1/9/2012	Weekly	1/9/2012	Weekly	1/9/2012	Biweekly	1/16/2012	Biweekly	1/16/2012	Biweekly	1/16/2012										
	Weekly	1/16/2012	Weekly	1/16/2012	Weekly	1/16/2012	Weekly	1/16/2012	Biweekly	1/23/2012	Biweekly	1/23/2012	Biweekly	1/23/2012										
	Weekly	1/23/2012	Weekly	1/23/2012	Weekly	1/23/2012	Weekly	1/23/2012	Biweekly	1/30/2012	Biweekly	1/30/2012	Biweekly	1/30/2012										
B2-2	Weekly	1/2/2012	Weekly	1/2/2012	Weekly	1/2/2012	Weekly	1/2/2012	Biweekly	1/9/2012	Biweekly	1/9/2012	Biweekly	1/9/2012										
	Weekly	1/9/2012	Weekly	1/9/2012	Weekly	1/9/2012	Weekly	1/9/2012	Biweekly	1/16/2012	Biweekly	1/16/2012	Biweekly	1/16/2012										
	Weekly	1/16/2012	Weekly	1/16/2012	Weekly	1/16/2012	Weekly	1/16/2012	Biweekly	1/23/2012	Biweekly	1/23/2012	Biweekly	1/23/2012										
	Weekly	1/23/2012	Weekly	1/23/2012	Weekly	1/23/2012	Weekly	1/23/2012	Biweekly	1/30/2012	Biweekly	1/30/2012	Biweekly	1/30/2012										
B2-3	Weekly	1/2/2012	Weekly	1/2/2012	Weekly	1/2/2012	Weekly	1/2/2012	Biweekly	1/9/2012	Biweekly	1/9/2012	Biweekly	1/9/2012										
	Weekly	1/9/2012	Weekly	1/9/2012	Weekly	1/9/2012	Weekly	1/9/2012	Biweekly	1/16/2012	Biweekly	1/16/2012	Biweekly	1/16/2012										
	Weekly	1/16/2012	Weekly	1/16/2012	Weekly	1/16/2012	Weekly	1/16/2012	Biweekly	1/23/2012	Biweekly	1/23/2012	Biweekly	1/23/2012										
	Weekly	1/23/2012	Weekly	1/23/2012	Weekly	1/23/2012	Weekly	1/23/2012	Biweekly	1/30/2012	Biweekly	1/30/2012	Biweekly	1/30/2012										
B2-4	Weekly	1/2/2012	Weekly	1/2/2012	Weekly	1/2/2012	Weekly	1/2/2012	Biweekly	1/9/2012	Biweekly	1/9/2012	Biweekly	1/9/2012										
	Weekly	1/9/2012	Weekly	1/9/2012	Weekly	1/9/2012	Weekly	1/9/2012	Biweekly	1/16/2012	Biweekly	1/16/2012	Biweekly	1/16/2012										
	Weekly	1/16/2012	Weekly	1/16/2012	Weekly	1/16/2012	Weekly	1/16/2012	Biweekly	1/23/2012	Biweekly	1/23/2012	Biweekly	1/23/2012										
	Weekly	1/23/2012	Weekly	1/23/2012	Weekly	1/23/2012	Weekly	1/23/2012	Biweekly	1/30/2012	Biweekly	1/30/2012	Biweekly	1/30/2012										



City of Ferris
PUBLIC WORKS DEPARTMENT
Engineering Administration

LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES
EMWD ANAVER (Annual Medium Allowable Water Budget) TRACKING REPORT
MONTH: January, 2012 TO January, 2012
TOTAL WATER BUDGET= 31 BU FOR JANUARY

ZONE	DATE	WATER METER	PREVIOUS READ	CURRENT READ	BILLING UNITS 748 GALLONS = 1 BU	REPAIRS COMMENTS
WEEK 1	1/21/12	6952347	4285 GALLONS	5185 GALLONS	1.203	no repairs to system
	1/21/12	6952347	5185 GALLONS	6385 gallons	1.604	adjusted over spray on 15 sprinklers
	1/4/12	6952347	6385 gallons	6698 gallons	3.092	found cracked head 1/4 notified SD Inspector 1/4
	1/5/12	6952347	6698 gallons	9598 gallons	1.203	adjusted deck reduced 7 stallions by 5 minutes each
	1/6/12	6952347	9598 gallons	9998 gallons	0.535	no repairs to system
WEEK 2	1/9/12	6952347	9998 gallons	10798 gallons	1.070	no repairs to system weekend count
	1/10/12	6952347	10798 gallons	11198 gallons	0.535	no repairs to system
	1/12/12	6952347	11198 gallons	12498 gallons	1.203	adjusted clock added time to 7 stallions 5 min. ea
	1/12/12	6952347	12498 gallons	13398 gallons	1.203	no repairs to system
	1/19/12	6952347	13398 gallons	15198 gallons	2.406	no repairs to system weekend count
WEEK 3	1/17/12	6952347	15198 gallons	21198 gallons	8.021	10 vandalized heads 1/17 notified SD Inspector 1/17
	1/18/12	6952347	21198 gallons	22098 gallons	1.203	no repairs to system
	1/19/12	6952347	22098 gallons	22998 gallons	1.203	no repairs to system
	1/20/12	6952347	22998 gallons	23898 gallons	1.203	no repairs to system
	1/23/12	6952347	23898 gallons	25698 gallons	2.406	no repairs to system weekend count
WEEK 4	1/24/12	6952347	25698 gallons	26598 gallons	1.203	no repairs to system
	1/25/12	6952347	26598 gallons	27498 gallons	1.203	no repairs to system
	1/26/12	6952347	27498 gallons	28398 gallons	1.203	no repairs to system
	1/27/12	6952347	28398 gallons	29298 gallons	1.203	no repairs to system
	1/30/2012	6952347	29298 gallons	31098 gallons	2.406	no repairs to system weekend count
WEEK 5	1/31/2012	6952347	31098 gallons	31998 gallons	1.203	no repairs to system
TOTAL BU JAN. =					37.046	
TOTAL BU BUDGET =					31.000	
TOTAL BU PENALTY DUE CITY =					6.046	
ADJUSTED JAN. BU TOTAL IF EMWD ACCEPTS WAIVER REQUEST =					6.818	
					30.228	

**SECTION 01370
REQUESTS FOR INFORMATION**

PART 1 - GENERAL

1.1 SUMMARY

A. This Section describes procedures for requesting information other than that shown in the Contract Documents, and discusses conditions under which such requests will be considered.

1.2 REQUEST FOR INFORMATION AFTER CONTRACT AWARD

A. Owner and Architect recognize that data may inadvertently have been omitted from the Contract Documents or require clarification of alleged conflict of data, and the following procedures are established for requesting such data.

B. Procedures:

1. Prior to requesting information, conduct a thorough search of the Contract Documents and determine that the information is apparently missing from the Contract Documents or requires clarification of an alleged conflict of data.

2. Fill out a photocopy of the "Request For Information" form, which follows this Section or an approved Contractor form and deliver it to the Owner.

3. The Architect will conduct the necessary search.

4. Within ten (10) working days, the Owner will respond to the Request for Information.

1.3 REQUEST FOR INFORMATION PRIOR TO BID OPENING

A. Owner and Architect recognize that data may inadvertently have been omitted from the Contract Documents or require clarification of alleged conflict of data, and the following procedures are established for requesting such data.

B. Procedures:

1. Prior to requesting information, conduct a thorough search of the Bid Documents and determine that the information is apparently missing from the Bid Documents or requires clarification of an alleged conflict of data.

2. Bidders' communication will not receive consideration unless they are received by the Agency at least ten (10) working days prior to the day bids are due; the Agency will not issue addenda later than three (3) working days preceding the day bids are due.

2. Fill out a photocopy of the "Request For Information" form, which follows this Section or an approved Contractor form and deliver it to the Owner.

3. The Architect will conduct the necessary search.

4. Within seven (7) working days, the Owner will respond to the Request for Information, in the form of either a "Letter of Clarification," or "Written Addendum."

PART 2 – PRODUCTS

Not Applicable

PART 3 – EXECUTION

Not Applicable

END OF SECTION

**SECTION 01631
PRODUCT SUBSTITUTIONS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.

1. Multiple Prime Contracts: Provisions of this Section apply to the construction activities of each Prime Contractor.

~~B. The Contractor's Construction Schedule and the Schedule of Submittals are included under Section "Submittals," 01600.~~

C. Standards: Refer to Section 9 for applicability of industry standards to products specified.

D. Procedural requirements governing the Contractor's selection of Products and Product options are included under Section "Materials and Equipment."

1.3 DEFINITIONS

A. Definitions used in this Section are not intended to change or modify the meaning of other terms used in the Contract Documents.

B. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions." The following are not considered substitutions:

1. Substitutions requested by Bidders during the bidding period, and accepted prior to award of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.

2. Revisions to Contract Documents requested by the Owner.

3. Specified options of Products and construction methods included in Contract Documents.

4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.4 SUBMITTALS

A. Substitution Request Submittal: Requests for substitution will be considered if made and received within 30 calendar days after Contract award. Requests received more than 30 days after commencement of the Work may be considered or rejected at the discretion of the Owner.

1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.

2. Identify the Product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:

a. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.

b. Samples, where applicable or requested.

c. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.

d. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors that will become necessary to accommodate the proposed substitution.

e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Completion.

f. Cost information, including a proposal of the net change, if any in the Contract Sum.

g. Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

3. **Owner's Action:** Within 10 working days of receipt of the request for substitution, the Owner will request additional information or documentation necessary for evaluation of the request. Within 2 weeks of receipt of the request, or 10 working days of receipt of the additional information or documentation, whichever is later, the Owner will notify Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name. Acceptance will be in the form of a Change Order.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS AFTER CONTRACT AWARD

A. Conditions: The Contractor's substitution request will be received and considered by the Owner when one or more of the following conditions are satisfied, as determined by the Owner; otherwise requests will be returned without action except to record noncompliance with these requirements.

1. Extensive revisions to Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of Contract Documents.
3. The request is timely, fully documented and properly submitted.
4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
5. The specified Product or method of construction cannot be provided within the Construction Schedule. The request will not be considered if the Product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
6. The specified Product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
7. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Owner for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
8. The specified Product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
9. The specified Product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
10. The specified Product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.
11. Where a proposed substitution involves more than one prime Contractor, each Contractor shall cooperate with the other Contractors involved to coordinate the Work, provide uniformity and consistency, and to assure compatibility of Products.
12. All approved substitutions will be documented in the contract by formal modification, and indicated on the "As-Built" drawings.

B. The Contractor's submittal and Owner's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

2.1 SUBSTITUTIONS PRIOR TO BID OPENING

A. Should the Bidder wish to substitute an item purported to be equal to the one specified, the Bidder must submit proposed substitution to the Owner not less than Fourteen (14) working days prior to the date set for receipt of Bids. Bidders will be notified of the approved substitutions by Addendum. Owner may require the submission of Drawings, Product Data, Manufacturers' Warranties, Samples, and other information in approved form for consideration of proposed substitutions. If the proposed substitution is not found by the Architect to be equal or better to the item specified, then the item specified in the Contract Documents shall be furnished.

Approval or rejection of proposed substitutions is at Owner's discretion, whose judgment will be final and will include consideration of the following factors among others in comparing equality of proposed substitutions with indicated or specified requirements:

1. Quality of materials, structural strength, and details of construction or fabrication.
2. Performance and function, mechanically and technically.
3. Appearance and finish, or characteristics permitting required finish to be applied.
4. If proposed substitutions require altering the arrangement of adjoining or related Work, resulting arrangement must be equal in convenience and practical to original agreement.
5. Products equal in quality and utility are generally competitive products and are generally equal in price. If approval is requested for materials or equipment more economical than the specified products, Owner may require the specified products.
6. Code approvals and service history.

B. Substitutions will be considered by the Owner only if they result in sufficient cost savings to the owner over the item specified.

C. When required by the Contract Documents, or when directed by the Owner furnish full information concerning the material or articles proposed for incorporation into the work. Testing of a proposed substitute material to assure compliance with the Specifications may be required by the Owner at the Bidder's expense. When so directed, submit samples for acceptance. Equipment, material and articles installed or used without required acceptance shall be at the risk of subsequent rejection.

D. Re-submittal of Proposed Substitutions: Do not resubmit in modified form proposed substitutions that are rejected. Upon rejection of a proposed

substitution, Bidder may submit another proposed substitution within the time limit stated above. If the second proposed substitution is rejected or not received by the Owner within the specified time, provide only the indicated and specified Work at no additional cost to owner.

E. Substitutions shall comply with, or exceed, requirements of dimension, function, structure, durability and appearance without exception. Use of accepted substitutions shall in no way relieve the Bidder from responsibility for compliance with the Contract Documents after installation. It shall be incumbent upon the Bidder using accepted substitutions to assume extra costs caused by the use of such substitutions where they affect other work.

F. Compliance: Use of Approved Substitutions does not relieve Bidder from compliance with Contract Documents. Bidder shall bear all extra expense resulting from approved substitutions where substitutions affect adjoining or related work.

G. Unauthorized Substitutions: If substitute materials are installed without prior approval, remove the unauthorized materials and install those indicated or specified, at no extra cost to Owner.

H. Failure to place orders for specified equipment or material sufficiently in advance of the scheduled installation date will not be considered a valid reason upon which the Bidder may base his request for substitutions or for deviations from the Drawings and Specifications.

K. In the event the Bidder requests changes or revisions requiring drawings or services of the Architect or his consultants, to facilitate installation or erection of any portion of the work, the Bidder shall accept the responsibility to hire and pay for the consultant services. A flat hourly rate, as agreed upon, but not less than 150.00 per hour, shall be paid by the Bidder whether the change is accepted or rejected. In the event the change is approved, this fee shall be deducted and paid, by the Bidder, from the bid bond.

L. Substitution Request Form:
Submittal of the requested information shall be accompanied by the attached Substitution Request Form.

PART 3 - EXECUTION

Not applicable.

END OF SECTION

**LANDSCAPE BENEFIT ZONE MAINTNEANCE SERVICES
SUBSTITUTION REQUEST FORM**

To: OWNER

Attn: Michael Morales, Capital Improvements Project Manager

Project: LANDSCAPE BENEFIT ZONE MAINTENACE SERVICES (SPEC. #LMD 1-2011-12-03)

Specified Item: _____
 Section Page Paragraph Description

The undersigned requests consideration of the following:

PROPOSED
SUBSTITUTION: _____

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the requests; applicable portions of the data are clearly identified.

Attached data also includes product description of changes to Contract Documents, which proposed substitution would require for proper installation.

The undersigned states that the following paragraphs, unless modified on attachments, are correct:

1. The proposed substitution does not affect dimensions shown on Drawings.
2. The undersigned will pay for changes to the building design, including engineering design.
3. The proposed substitution will have no adverse affect on other work, directly related, or otherwise, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance, and quality of the proposed substitutions are equivalent or superior to the specified item.

SUBMITTED BY:

FOR USE BY OWNER:

Signature _____

() Accepted

() Accepted as Noted

Firm: _____

() Not Accepted

() Received Too Late

Address: _____

By: _____

Date: _____

Remarks: _____

Telephone: _____

Attachments:

EXHIBIT "B"
SCHEDULE OF COMPENSATION

LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES
(SPEC. #LMD-1-2011-12-03)

Bidder (Company Name): Adame Landscape

Bid Schedule

BID ITEM NO.	(A) UNIT	(B) ITEM DESCRIPTION	(C) UNIT PRICE PER FREQUENCY (FIGURES)	(D) FREQUENCY PER WEEK, MONTH, APPLICATION	(E) YEARLY PRICE (FIGURES) (C x D)
28.) BID SCHEDULE – BZ-40 (Tract 30144):					
106.	L.S.	Maintain 1,200 S.F. of Turf Area from Nov. 1 to Feb. 28 per Specifications.	\$ 12.00 L.S.	X 9	\$ 108.00
107.	L.S.	Maintain 1,200 S.F. of Turf Area from Mar.1 to Oct. 31 per Specifications.	\$12.00 L.S.	X 35	\$ 420.00
108.	L.S.	Maintain 6,900 S.F. of Planter Area per Specifications.	\$ 27.00 L.S.	X 26	\$ 702.00
109.	L.S.	Irrigation Maintenance and Repair, (Per Section 9-D Only), Inspection, Testing, Monitoring, Reporting, and EMWD Water Budgets per Specifications.	\$ 4.50 L.S.	X 52	\$ 234.00
110.	L.S.	Provide and Apply Fertilizer within 8,100 S.F. of Maintenance area per Specifications.	\$ 33.00 L.S.	X 3	\$ 99.00
				Subtotal BZ-40	\$ 1563.00

39.) BID SCHEDULE – BZ-60 (Tract 30773/31416)

156.	L.S.	Maintain 23,110 S.F. of Turf Area from Nov. 1 to Feb. 28 per Specifications.	\$ 45.00 L.S.	X 9	\$ 405.00
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157.	L.S.	Maintain 23,110 S.F. of Turf Area from Mar.1 to Oct. 31 per Specifications.	<u>\$ 45.00</u> L.S.	<u>X 35</u>	<u>\$ 1575.00</u>
158.	L.S.	Maintain 82,395 S.F. of Planter Area per Specifications.	<u>\$ 317.00</u> L.S.	<u>X 26</u>	<u>\$ 8242.00</u>
159.	L.S.	Irrigation Maintenance and Repair, (Per Section 9-D Only), Inspection, Testing, Monitoring, Reporting, and EMWD Water Budgets per Specifications.	<u>\$ 52.00</u> L.S.	<u>X 52</u>	<u>\$ 2704.00</u>
160.	L.S.	Provide and Apply Fertilizer within 105,505 S.F. of Maintenance area per Specifications.	<u>\$ 408.00</u> L.S.	<u>X 3</u>	<u>\$ 1224.00</u>
				<u>Subtotal BZ-60</u>	<u>\$ 14,150.00</u>

45.) BID SCHEDULE – BZ-72 (Tract 32249)

179.	L.S.	Maintain 65,995 S.F. of Planter Area per Specifications.	<u>\$ 255.00</u> L.S.	<u>X 26</u>	<u>\$ 6630.00</u>
180.	L.S.	Irrigation Maintenance and Repair, (Per Section 9-D Only), Inspection, Testing, Monitoring, Reporting, and EMWD Water Budgets per Specifications.	<u>\$ 34.00</u> L.S.	<u>X 52</u>	<u>\$ 1768.00</u>
181.	L.S.	Provide and Apply Fertilizer within 65,995 S.F. of Maintenance area per Specifications.	<u>\$ 257.00</u> L.S.	<u>X 3</u>	<u>\$ 771.00</u>
				<u>Subtotal BZ-72</u>	<u>\$ 9169.00</u>

52.) BID SCHEDULE – PK-13 Pocket Park:

204.	L.S.	Maintain 64,000 S.F. of Turf Area from Nov. 1 to Feb. 28 per Specifications.	<u>\$ 98.47</u> L.S.	<u>X 9</u>	<u>\$ 886.23</u>
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205.	L.S.	Maintain 64,000 S.F. of Turf Area from Mar.1 to Oct. 31 per Specifications.	<u>\$ 98.47</u> L.S.	<u>X 35</u>	<u>\$ 3446.45</u>
206.	L.S.	Maintain 13,000 S.F. of Landscaped Buffer Areas, Detention Basins, Bioswales, Channels (Where Applicable) per Specifications.	<u>\$ 75.84</u> L.S.	<u>X 12</u>	<u>\$ 910.08</u>
207.	L.S.	Irrigation Maintenance and Repair, (Per Section 9-D Only), Inspection, Testing, Monitoring, Reporting, and EMWD Water Budgets per Specifications.	<u>\$ 37.91</u> L.S.	<u>X 52</u>	<u>\$ 1971.32</u>
208.	L.S.	Provide and Apply Fertilizer within 64,000 S.F. of Maintenance area per Specifications.	<u>\$ 247.47</u> L.S.	<u>X 3</u>	<u>\$ 742.41</u>
				<u>Subtotal PK-13</u>	<u>\$ 7956.49</u>

56.) BID SCHEDULE – FC-22: Shares Water Meter

From PK-13

227.	L.S.	Maintain 34,000 S.F. of Landscaped Buffer Areas, Detention Basins, Bioswales, Channels (Where Applicable) per Specifications.	<u>\$ 198.34</u> L.S.	<u>X 12</u>	<u>\$ 2380.08</u>
				<u>Subtotal FC-22</u>	<u>\$2380.08</u>

61.) BID SCHEDULE – GF-01 (Aurora Dr and Redlands):

Shares Water Meter with BZ-40

246.	L.S.	Maintain 4,280 S.F. of Planter Area per Specifications.	<u>\$ 17.00</u> L.S.	<u>X 26</u>	<u>\$ 442.00</u>
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247.	L.S.	Irrigation Maintenance and Repair, (Per Section 9-D Only), Inspection, Testing, Monitoring, Reporting, and EMWD Water Budgets per Specifications.	<u>\$ 3.00</u> L.S.	<u>X 52</u>	<u>\$ 156.00</u>
248.	L.S.	Provide and Apply Fertilizer within 4,280 S.F. of Maintenance area per Specifications.	<u>\$ 17.00</u> L.S.	<u>X 3</u>	<u>\$ 51.00</u>
Subtotal GF-01					\$ 649.00

75.) BID SCHEDULE – GF-49 (Area Btwn BZ-71 and BZ-72):

Shares Water Meter From BZ-72

279.	L.S.	Maintain 6,500 S.F. of Planter Area per Specifications.	<u>\$ 27.00</u> L.S.	<u>X 26</u>	<u>\$ 702.00</u>
280.	L.S.	Irrigation Maintenance and Repair, (Per Section 9-D Only), Inspection, Testing, Monitoring, Reporting, and EMWD Water Budgets per Specifications.	<u>\$ 4</u> L.S.	<u>X 52</u>	<u>\$ 208.00</u>
281.	L.S.	Provide and Apply Fertilizer within 6,500 S.F. of Maintenance area per Specifications.	<u>\$ 27.00</u> L.S.	<u>X 3</u>	<u>\$ 81.00</u>
Subtotal GF-49					\$ 991.00

77.) BID SCHEDULE – GF-54 (Southside Rider Btwn Old Evans & El Nido):

Shares Water Meter From BZ-60

285.	L.S.	Maintain 5,455 S.F. of Planter Area per Specifications.	<u>\$ 22.00</u> L.S.	<u>X 26</u>	<u>\$ 572.00</u>
286.	L.S.	Irrigation Maintenance and Repair, (Per Section 9-D Only), Inspection, Testing, Monitoring, Reporting, and EMWD Water Budgets per Specifications.	<u>\$ 3.00</u> L.S.	<u>X 52</u>	<u>\$156.00</u>

287. L.S.	Provide and Apply Fertilizer within 5,455 S.F. of Maintenance area per Specifications.	<u>\$ 22.00</u> L.S.	X 3	<u>\$ 66.00</u>
		Subtotal GF-54		<u>\$ 794.00</u>

GRAND TOTAL ALL ITEMS (28,39,45,52,56
61,75 and 77): \$ 37,652.57
(In Figures)

GRAND TOTAL ALL ITEMS (28,39,45,52,56
61,75 and 77): \$Thirty-Seven Thousand Six Hundred Fifty-two 57/00
(In Words)

Please note the following regarding bids:

- A. At the sole discretion of the Agency, Award of the contract, if made, will be made to three (3) separate lowest and responsible bidders based upon the lowest total of all bid items within Base Bid Schedules #1 through #56, #61, #75, and #77, combined; and Base Bid Schedules #57 through #60, #62 through #74, #76, #78 through #79, combined; and Base Bid Schedules #80 through #83, combined; or will be made to four (4) separate lowest and responsible bidders based upon the lowest total of all bid items within Base Bid Schedule #1 through #27, #29 through #38, #40 through #44, #46 through #51, #53 through #55, combined; and Base Bid Schedules #28, #39, #45, #52, #56, #61, #75 and #77, combined; and Base Bid Schedules #57 through #60, #62 through #74, #76, #78 through #79, combined; and Base Bid Schedules #80 through #83, combined; or will be made to five (5) or more separate lowest and responsible bidders based upon the lowest total of all bid items within Base Bid Schedule #1 through #27, #29 through #38, #40 through #44, #46 through #49, combined or combination thereof resulting in 1 or any number of lowest and responsible bidders; and Base Bid Schedules #50, #51, #53, #54, #55, combined or combination thereof resulting in 1 or any number of lowest and responsible bidders; and Base Bid Schedules #61 & #28 combined, #77 & #39 combined, #75 & #45 combined, and #56 & 52 combined, then all combined or combined combinations thereof resulting in 1 or any number of lowest and responsible bidders; and Base Bid Schedules #57, #58 & #76 combined, #59, #60, #62 through #74, #78, #79, combined or combination thereof resulting in 1 or any number of lowest responsible bidders; and Base Bid Schedules #80 through #83, combined or combination thereof resulting in 1 or any number of lowest responsible bidders; and is expected December 13, 2011. It shall be at the City's sole discretion to determine the best combination of individual awards that shall serve the City's best interest.; the City reserves the right to reject any or all bids received.
- B. Bid shall include all sales tax, and all other taxes and fees.
- C. Bid is for a project complete-in-place.
- D. Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Measurements which vary

from estimated quantities shall require verification by City, and a written change order will be required prior to payment. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work and no additional compensation will be allowed thereof. When discrepancies occur between words and figures, the words shall govern.

LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES
(SPEC. #LMD 1-2011-12-03)

Bidder (Company Name): Adame Landscape Inc.

Supplemental Work Bid Schedule

BID ITEM NO.	UNIT	ITEM DESCRIPTION	PRICE PER UNIT (FIGURES)
1.	L.S. (100 S.F)	Replacement/Installation of Turf per 100 Square Feet, including all labor and materials to install per Specifications.	<u>\$70.00</u>
2.	L.S. (100 S.F.)	Re-seeding of Turf including Topper per 100 Square Feet, including all labor and materials per Specifications.	<u>\$25.00</u>
3.	L.S.	Replacement/Installation of 15-Gallon Tree including all labor, stakes, and materials to install per Specifications.	<u>\$60.00</u>
4.	L.S.	Replacement/Installation of 24" Box Tree, including all labor, stakes, and materials to install per Specifications.	<u>\$120.00</u>
5.	1 EA.	Replacement/Installation of Ground Cover nursery flat, including all labor and materials to install per Specifications.	<u>\$15.00</u>
6.	1 EA.	Replacement/Installation of 1-Gallon Shrub, including all labor and materials to install per Specifications.	<u>\$5.00</u>
7.	1 EA.	Replacement/Installation of 5-Gallon Shrub, including all labor and materials to install per Specifications.	<u>\$12.50</u>
8.	1 EA.	Replacement/Installation of 1-Gallon Vine, including all labor and materials to install per Specifications.	<u>\$7.00</u>

9.	1 EA.	Replacement/Installation of 5-Gallon Vine, including all labor and materials to install per Specifications.	<u>\$16.00</u>
10.	1 EA.	Replacement of Irrigation Spray Nozzle, including all labor and materials to install and test per Specifications.	<u>\$1.50</u>
11.	L.S.	Replacement of 6" Spray Pop-up Irrigation Body or equal with built-in check valve with pressure regulation, including all labor and necessary pipe, fittings, marlex, and materials to install and test per Specifications.	<u>\$15.00</u>
12.	L.S.	Replacement of 12" Spray Pop-up Irrigation Body or equal with built-in check valve with pressure regulation, including all labor and necessary pipe, fittings, marlex, and materials to install and test per Specifications.	<u>\$18.00</u>
13.	L.S.	Replacement of 4" Plastic Rotor Irrigation Body or equal, including all labor and necessary pipe, fittings, marlex, riser, and materials to install and test per Specifications.	<u>\$18.00</u>
14.	L.S.	Replacement of 4" Stainless Steel Rotor Irrigation Body or equal, including all labor and necessary pipe, fittings, marlex, riser, and materials to install and test per Specifications.	<u>\$35.00</u>
15.	L.S.	Replacement of 6" Plastic Rotor Irrigation Body or equal, including all labor and necessary pipe, fittings, marlex, riser, and materials to install and test per Specifications.	<u>\$23.00</u>
16.	L.S.	Replacement of 6" Stainless Steel Rotor Irrigation Body or equal, including all labor and necessary pipe, fittings, marlex, riser, and materials to install and test per Specifications.	<u>\$38.00</u>

17.	L.S.	Replacement of 12" Plastic Rotor Irrigation Body or equal, including all labor and necessary pipe, fittings, marlex, riser, and materials to install and test per Specifications.	<u>\$26.00</u>
18.	L.S.	Replacement of Bubblers/Emitters for drip irrigation system, including all labor and necessary pipe, fittings, marlex, riser, and materials to install and test per Specifications.	<u>\$4.00</u>
19.	L.S.	Replacement of 1" Plastic Valve or equal, including all labor and necessary pipe, fittings, solenoid, and materials to install and test per Specifications.	<u>\$90.00</u>
20.	L.S.	Replacement of 1" Brass Valve or equal, including all labor and necessary pipe, fittings, solenoid, and materials to install and test per Specifications.	<u>\$130.00</u>
21.	L.S.	Replacement of 1 1/2" Plastic Valve or equal, including all labor and necessary pipe, fittings, solenoid, and materials to install and test per Specifications.	<u>\$120.00</u>
22.	L.S.	Replacement of 2" Plastic Valve or equal, including all labor and necessary pipe, fittings, solenoid, and materials to install and test per Specifications.	<u>\$130.00</u>
23.	L.S.	Replacement of 2" Brass Valve or equal, including all labor and necessary pipe, fittings, solenoid, and materials to install and test per Specifications.	<u>\$175.00</u>
24.	1 HOUR	Cost of Labor for Irrigation System Mainline and Lateral Line Repair for Extra Work Per Fully Burdened Labor Hour. (Salary, Benefits, Overhead and Profit.) per Specifications.	<u>\$25.00</u>

25.	1 HOUR	Cost of Labor to Remove and Replace Irrigation Controller for Supplemental Work Per Fully Burdened labor Hour. Salary, Benefits, Overhead and Profit.) per Specifications.	<u>\$25.00</u>
26.	1 HOUR	Cost of Labor for Weed Abatement for Extra Work Per Fully Burdened Labor Hour. (Salary, Benefits, Overhead and Profit.) per Specifications.	<u>\$18.00</u>

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

The following items of work shall be performed by the Contractor with the entire benefit zone including hardscape, turf, and planter areas at the frequency indicated. Full compensation for completing all items of work included in the frequency schedule shall be considered to be included in other items of work, and no additional compensation will be allowed.

ITEM OF WORK	FREQUENCY PERFORMED
Pick up of trash and debris -	Weekly. Remove all trash and accumulated debris from the work sites. In addition, dog feces are also to be removed from the hardscape, turf or ground cover areas. <i>Note: Areas adjacent to high pedestrian traffic may require more frequent pickup of trash as determined by the Special District Inspector.</i>
Complete Irrigation Test and Inspection.	Weekly, or more frequently as climatic conditions. (e.g. daily during hot, dry weather), or the occurrence of vandalism or damage requires to ensure proper and adequate irrigation. Test and Inspection may be performed in the presence of the Special District Inspector, as directed. Inspection shall include reviewing and documenting the valve-station times and making appropriate adjustments in order to comply with EMWD water conservation requirements and established water budgets for each. Contractor shall physically inspect the irrigation system weekly for missing, damaged or misaligned sprinklers. See also Section 9 for additional requirements.
Turf - Mowing.	Bi-Weekly between November 1 and February 28, Weekly during March 1 through October 31 st .
Turf - Edging.	Bi-Weekly between November 1 and February 28, Weekly during March 1 through October 31 st .
Turf - Trimming with a power trimmer around all poles, obstructions, tree wells, sprinkler heads and other miscellaneous items as designated by the Special District Inspector.	Bi-Weekly between November 1 and February 28, Weekly during March 1 through October 31 st .
Turf - Fertilization	Three (3) Times a Year
Turf - Aeration	Annually between March 1 and March 31
Turf - Over-seeding	Annually between November 1 and November 30.

Exhibit "C" (Page 1 of 2)
CONTRACT SVCS AGR
WITH ADAME LANDSCAPE INC.

Trees - Skirting	As needed.
Trees - Pest control	As needed
Shrubs - Trimming/Pruning	Bi-weekly
Ground Cover - Trimming/Edging	Bi-weekly.
Vines - Trimming	Bi-Weekly
Fertilization - Shrubs, ground cover, and small trees	Three (3) Times a Year
Shrubs/Ground Cover – Pest control	As needed
Raking beds; removal of leaves, pine needles, etc.	Weekly
Sweeping/Blowing/Vacuuming Walks after mowing and edging.	Weekly
Continual Weeding of all shrub/planter beds banks, and ALL other areas including hardscape, sidewalks and expansion joints not defined as slopes.	Weekly
Spraying for weeds	As needed
Spraying pre-emergent	As needed
Rodent Control	As needed
Weeding of non-landscaped slopes with all debris to be removed.	Monthly
Weeding of landscaped buffer area, Detention Basins, Retention Basins, Bio-swales, and Channels	Monthly
Cleaning drainage structures such as gutters, concrete swales and ditches.	Annually before October 1 st , after each major storm, or as directed by Special District Inspector.
Washing walks/Median Hardscape	As needed or directed by the Special District Inspector.

CERTIFICATE OF CONTRACTOR

I, CARLOS ADAME, certify that I am a/the
General Manager (designate sole proprietor,
partner in partnership, or specify corporate office, e.g., secretary) in the
entity named as CONTRACTOR in the foregoing contract.

I hereby expressly certify that the name of the entity to which I am
associated is Adame Landscapes, Inc.; that this entity is in good
standing and has complied with all applicable laws and regulations, and
that I have been expressly authorized by the proper parties in this entity to
execute this Contract on behalf of the above named entity.

SIGNATURE OF CONTRACTOR: 



C27-643164
Contractor's California License No.

Name of License Holder

C27
Type of License

7-31-2012
Expiration Date

(CORPORATE SEAL)

ATTEST:


CERTIFICATE OF INSURANCE

AGENCY: CITY OF FERRIS

DESCRIPTION: Landscape Benefit Zone Maintenance Services (SPEC. #LMD 1-2011-12-03)

TYPE OF INSURANCE: WORKERS' COMPENSATION INSURANCE

THIS IS TO CERTIFY that the policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Agency's Contract Documents, and that said policies are now in force.

Said company will give at least 30 days advance written notice by registered mail to the agency and City Public Works Director prior to any material change or cancellation of said policies.

Nothing contained in this Certificate of Insurance shall be construed as an amendment to an existing insurance coverage.

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Adame Contract# 832519	04-01-11	04-01-12

The insurance provided by said policies complies in all respects as to coverage and limits of liability with the requirements of the Workers' Compensation Insurance Laws of the State of California.

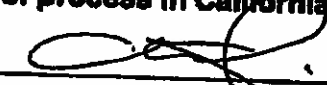
EFFECTIVE: 01-11-12

Adame Landscape, Inc BBSI Self Insured Plan # 2246
Named Insured Insurance Company

41803 Juniper St. 510935 Vista Sorrento Pkwy # 150
Street Number Street Number
Murrieta CA 92562 San Diego CA 92130
City and State City and State

Self Insured
Insurance Company Agent for
Service of process in California

SEE ATTACHMENT FOR
OFFICIAL NOTARIZATION


Claudia Carrillo BBSI
(Name) (Company)
(Authorized Representative)
(Attach Acknowledgement)

10935 Vista Sorrento Pkwy #150 10935 Vista Sorrento Pkwy #150
(Street Number) (Street Number)
San Diego CA 92130 San Diego CA 92130
(City) (City and State)
(858) 314-7999 (858) 314-1100
(Telephone Number) (Telephone Number)

NOTICE: No Substitution or revision to this certificate will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

On this 11 day of January, 20012 before me personally came

_____ known to me or proved to me on the basis of satisfactory evidence, who being duly sworn, did depose and say

that _____ is an authorized representative of the _____ and

acknowledged to me that _____ executed the within instrument on behalf of said insurance company.

IN WITNESS WHEREOF, I have signed and affixed my Official Seal on the date in this certificate first above written.

Notary Public in and for said
County and State

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
 See Statement Below (Lines 1-6 to be completed only by document signers)

1
2
3
4
5
6
Signature of Document Signer #1	
Signature of Document Signer #2	

State of California
County of **San Diego**

Subscribed and sworn to (or affirmed) before me on
this 11 day of January, 2012, by

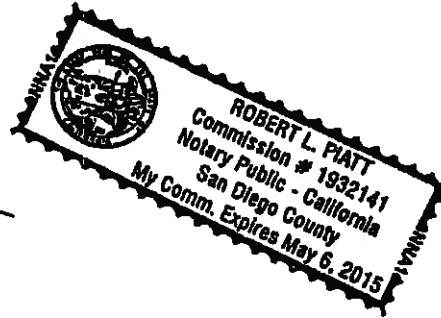
(1) Claudia Carrillo
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.

(and)
(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)

Signature [Signature]
Signature of Notary Public



OPTIONAL

This information not required by law, but may prevent
fraudulent removal and reattachment to another document.

Title/Type of Document Certificate of Insurance

Document Date 11 January 2012 Number of Pages 2

Right Thumbprint Signer #1	Left Thumbprint Signer #2
-------------------------------	------------------------------

CERTIFICATE OF INSURANCE

AGENCY: CITY OF PERRIS

DESCRIPTION: Landscape Benefit Zone Maintenance Services (SPEC. #LMD-1-2011-12-03)

TYPE OF INSURANCE: COMPREHENSIVE GENERAL LIABILITY INSURANCE

THIS IS TO CERTIFY that the policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Agency's Contract Documents, and that said policies are now in force.

Said company will give at least 45 days advance written notice by registered mail to the Agency and City Public Works Director prior to any material change or cancellation of said policies.

Nothing contained in this Certificate of Insurance shall be construed as an amendment to an existing insurance coverage.

Policy Number	Date		Limits of Liability	
	Effective	Expiration	Bodily Injury	Property Damage
LCPKG0201100	4/1/2011	11/1/2012	1,000,000	1,000,000

The following types of coverage are included in this policy (indicated by "X" in space):

Manufacturers' and Contractors'	Yes	<u>X</u>	No	___
Owners' and Contractors' Protective	Yes	<u>X</u>	No	___
Blanket Contractual	Yes	<u>X</u>	No	___
Completed Operations	Yes	<u>X</u>	No	___
Owned Automobiles	Yes	<u>X</u>	No	___
Hired Automobiles	Yes	<u>X</u>	No	___
Non-Owned Automobiles	Yes	<u>X</u>	No	___
Broad Form Property Damage	Yes	<u>X</u>	No	___
"XCU" Exposure	Yes	<u>X</u>	No	___

California All-Purpose Acknowledgment

State of California }
County of Fresno } s.s.

On 12th January 2012 before me, Pamela Severson
Name of Notary Public Title

personally appeared Kim Ayala
Name of Signer (1)

Name of Signer (2)
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Pamela Severson
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled for the purpose of Certificate of Insurance

containing 2 pages, and dated 1/12/12

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input type="checkbox"/> form(s) of identification	<input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer	<input type="checkbox"/> Signer(s) Thumbprints(s)
<input type="checkbox"/> _____	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED PROTECTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any organization or person required to be named as an additional insured pursuant to a written contract or agreement.

The insurance provided by this endorsement is subject to the following:

- a. This insurance does not apply to any person or organization not specifically approved by us as an additional insured.
- b. Any insurance afforded an additional insured under this endorsement shall not begin before the date that the person or organization is approved by us as an additional insured.
- c. The Limits of Insurance under this insurance, which are listed in the Declarations of this policy, shall not be increased, regardless of the number of additional insureds, or the limits specified in the contract or agreement.
- d. Any coverage that is not provided under an additional insured's liability insurance policy for your acts, errors, or omissions is also not provided under this insurance.
- e. With respects to the additional insured, this insurance does not apply to: 1. "Property Damage" to "your product" arising out of it or any part of it. 2. "Property Damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". 3. Liability for "Property Damage" or "Bodily Injury" for acts, errors, omissions of an additional insured.
- f. If required under written contract, this insurance will apply to an additional insured as primary insurance and other insurance which may be available to such additional insured shall apply on an excess basis.
- g. If required by a written contract, we waive our right to recovery against any additional insured because of payments we make for injury or damage arising out of your ongoing operations, or "your work" done under a contract with that additional insured and included in the "products completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: N/A

Policy Number: LCPKG0201100

Named Insured: Adame Landscape, Inc.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: 01/09/2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSONS OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
The City of Perris, its officers, agents and employees (Excluding Professional Liability)	Public Works Contract / Landscape Benefit Zone Maintenance Services LMD1-2011-12-03.

Information required to complete this schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who is An Insured is amended to include as an addition insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER: LCPKG0201100

COMMERCIAL GENERAL LIABILITY
Adame Landscape, Inc.
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The City of Perris, its officers, agents and employees (Excluding Professional Liability) with respects to landscape operations @ Public Works Contract/ Landscape Benefit Zone Maintenance Services LMD1-2011-12-03.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: LCPKG0201100
NAMED INSURED: Adame Landscape, Inc.,

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This Endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 01/10/2012	Countersigned By: <i>Kim Ayala</i>
Named Insured: Adame Landscape, Inc	(Authorized Representative)

SCHEDULE

Name of Person (s) or Organization (s): The City of Perris, its officers, agents and employees (Excluding Professional Liability) with respects to landscape operations @ Public Works Contract / Landscape Benefit Zone Maintenance Services LMD1-2011-12-03.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.

All other terms and conditions of the Policy remain unchanged

The City of Perris, its officers, agents and employees (Excluding Professional Liability) with respects to landscape operations @ Public Works Contract/ Landscape Benefit Zone Maintenance Services LMD1-2011-12-03,

Endorsement Number: n/a

Policy Number: LCPKG0201100

Named Insured: Adame Landscape, Inc.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: 02/03/2012



JAN 18 2012

January 09, 2012

ADAME LANDSCAPE INC.
41863 JUNIPER ST

MURRIETA, CA 92562-7200

Re: Barrett Business Services, Inc. ("BBSI")
Letter of Self-Insurance for Workers' Compensation Coverage
For ADAME LANDSCAPE INC., CSLB license number 643164

As the named addressee of this Letter, your company's required workers' compensation coverage is provided through BBSI's state approved Self-Insured Workers' Compensation Plan. As a party to a co-employment contract with BBSI, which is effective from 4/1/2011 to 3/31/2012, California Labor Code §3602 allows ADAME LANDSCAPE INC. to obtain its workers' compensation coverage from BBSI.

BBSI's California customers can also verify BBSI's state certification at www.dir.ca.gov/SIP/sip.html; next, click on "Self Insured Employers"; then "Rosters"; then scroll down to Barrett (the list is alphabetical by company name). Additional information is as follows:

Self-Insurance Certification Number:

California:	2246
Oregon:	1068
Washington:	706, 116
Delaware:	152
Maryland:	11366
Colorado:	463

Notice of Termination: In the event the contract between BBSI and ADAME LANDSCAPE INC. is terminated, BBSI must provide notice of the termination within seven (7) days to the California Contractors State License Board ("CSLB").

Other Comments (place an "X" if applicable):

- Waiver of Subrogation: BBSI and ADAME LANDSCAPE INC. agree to waive their right of subrogation for the benefit of:
City of Perris, CA, Its Officers, Agents and Employees at
- Named "Letter Holder": City of Perris, CA, Its Officers, Agents and Employees 101 North "D" Street Perris, CA 92570
- Other: RE: Public Work Contract - Landscape Benefit Zone Maintenance Services (SPEC. #LMD 1-2011-12-03). 30 Day notice will be provided when possible.

Additionally, BBSI's self-insured program is further supported by an excess workers' compensation insurance policy with National Union Fire Insurance Company of Pittsburgh, PA. Copy of certificate is available upon request.

For additional information, please contact your local BBSI office at: (858) 314-1100

Very truly yours,

Michael L. Elch
President and Chief Executive Officer

BBSI Office: SAN DIEGO

doc: LOSI-3

8100 NE Parkway Drive, Suite 200 Vancouver, Washington 98662 800.494.5669 360.828.0700 Fax 360.828.0701 www.barrettbusiness.com

PARTNERS IN PROFITABILITY