



Dear Prospective Vendor:

If you intend to submit a bid or proposal, please contact Public Works at (805) 583-6786 and provide your name, address, and telephone number.

The City will use this information to notify you of any addenda to these documents. Without this information, the City has no way of identifying who may have outdated or incomplete copies. It is the prospective vendor's responsibility to ensure the most complete and current versions of the documents are obtained, including any addenda.



DEPARTMENT OF PUBLIC WORKS

**NOTICE TO BIDDERS, CONTRACT PROPOSAL,
AND
SPECIFICATIONS FOR**

**SIMI VALLEY LANDSCAPE DISTRICT NO. 1
MAINTENANCE SERVICES
CONTRACT A**

Specification No. SV 20-16

**KEITH L. MASHBURN, MAYOR
MIKE JUDGE, MAYOR PRO TEM
DEE CAVANAUGH, COUNCIL MEMBER
RUTH LUEVANOS, COUNCIL MEMBER
ELAINE P. LITSTER, COUNCIL MEMBER**

**BRIAN PAUL GABLER
-CITY MANAGER-**

**RONALD K. FUCHIWAKI
-PUBLIC WORKS DIRECTOR-**

**BIDS TO BE OPENED NOVEMBER 5, 2020
AT 3:30 P.M.**

PRICES:	
PICKED UP	\$25.00
MAILED	\$35.00

**DEPARTMENT OF PUBLIC WORKS
CITY HALL
2929 TAPO CANYON ROAD
SIMI VALLEY, CA 93063
STAFF CONTACT: (805) 583-6437**

CITY OF SIMI VALLEY

MAINTENANCE SERVICES DOCUMENTS

FOR

NAME: SIMI VALLEY LANDSCAPE DISTRICT NO. 1 MAINTENANCE SERVICES
CONTRACT A

LOCATION: VARIOUS LOCATIONS THROUGHOUT THE CITY OF SIMI VALLEY

SPECIFICATION NO.: SV 20-16

DATE: OCTOBER 8, 2020

PREPARED BY:



Emilio Blanco
Maintenance Superintendent
Department of Public Works

REVIEWED BY:



Christopher Oberender
Deputy Public Works Director
(Maintenance Services Engineer)
Department of Public Works

APPROVED BY:



Ronald K. Fuchiwaki
Public Works Director

DEPARTMENT OF PUBLIC WORKS

CITY OF SIMI VALLEY

NOTICE TO BIDDERS, SUBCONTRACTORS, AND SUPPLIERS

If you discover any error or omission in the plans, specifications, or proposal, or have any questions concerning the bidding documents, please contact:

Emilio Blanco
Maintenance Superintendent
Department of Public Works
2929 Tapo Canyon Road
Simi Valley, CA 93063
Telephone (805) 583-6437
EBlanco@simivalley.org

Advise the person answering the phone that you have a "Bidding Question." Please do not call other staff members or consultants.

A non-mandatory pre-bid Zoom meeting is scheduled to be held on Wednesday, October 21, 2020 at 1:00 p.m. If you would like to be included, please email your contact information to dbenedict@simivalley.org. This is not a mandatory meeting, but attendance is highly recommended.

All bids must be sealed and submitted at or before 3:30 p.m., on November 5, 2020, to the following:

Deputy Administrative Services Director (Support Services)
Department of Administrative Services
City of Simi Valley
2929 Tapo Canyon Road
Simi Valley, CA 93063

After the bid opening, bid results may be obtained by calling Emilio Blanco, Maintenance Superintendent, at (805) 583-6437.

After Notice to Proceed is issued to the successful bidder, all contacts should be through Emilio Blanco at (805) 583-6437.

NOTE: Please mark the outside of the envelope (and express shipment envelope, if applicable):

SPECIFICATION NO. SV 20-16
SIMI VALLEY LANDSCAPE DISTRICT NO. 1
MAINTENANCE SERVICES CONTRACT A
Bids to be opened at 3:30 p.m.
On November 5, 2020

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CITY OF SIMI VALLEY
DEPARTMENT OF PUBLIC WORKS
MAINTENANCE DIVISION

NOTICE INVITING BIDS

FOR

SIMI VALLEY LANDSCAPE DISTRICT NO. 1
MAINTENANCE SERVICES CONTRACT A

SPECIFICATION NO. SV 20-16

NOTICE INVITING BIDS

Pursuant to statute and to the authorization approved by the City of Simi Valley, California, and on file in the office of the City Clerk of said City, NOTICE IS HEREBY GIVEN that sealed bids for Simi Valley Landscape District No. 1 Maintenance Services Contract A, Specification No. SV 20-16 will be received by the Deputy Administrative Services Director (Support Services), at City Hall, 2929 Tapo Canyon Road, Simi Valley, California, 93063, at or before 3:30 p.m., on October 21, 2020, at which time they will be publicly opened and read at or about said hour and date by the City's Deputy Administrative Services Director (Support Services) (or designated representative) at the above address.

No contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015, unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5, or unless the contractor or subcontractor qualifies for an exception from this requirement, for bid purposes only, as set forth in Labor Code section 1771.1(a). If contractor or subcontractor believes that such an exception in 1771.1(a) applies, it must provide the applicable exception(s) in its bid proposal. Even those contractors or subcontractors who qualify for an exception under 1771.1(a) must be registered with DIR at the time of award, if such award is made on or after April 1, 2015.

No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with DIR pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the DIR.

A non-mandatory pre-bid Zoom meeting is scheduled to be held on Wednesday, October 21, 2020 at 1:00 p.m. If you would like to be included, please email your contact information to dbenedict@simivalley.org. This is not a mandatory meeting, but attendance is highly recommended.

SCOPE OF WORK:

Schedule I-A: The complete landscape care for the Simi Valley Landscape Maintenance District No. 1 Maintenance Services, Contract "A" (A total of 9 assessment zones approximately 15.42 acres of landscape areas located in the public rights-of-way, including certain landscape easements in areas throughout the City.): comprising the routine weekly maintenance and all appurtenant work as designated in the specifications.

Schedule I-B: The complete landscape care for the Simi Valley Landscape Maintenance District No. 1, Maintenance Services Contract "A" (A total of 25 general fund areas approximately 16.47 acres of landscape areas located in the public rights-of-way, including certain landscape easements in areas throughout the City.): comprising the routine weekly maintenance and all appurtenant work as designated in the specifications.

Schedule I-C: Area to be Maintained: (Fuel Modification Areas) Zone 96A twice a year maintenance and must include fuel modification, rodent (gopher control).

Schedule I-D: Sanitation Plant 640 W. Los Angeles Avenue see attached map for areas of landscape maintenance.

The award of contract will be based on the lowest responsive and responsible bidder for Schedule I-A, I-B, I-C, and I-D. However, Contractor shall perform additional work requested by the City in accordance with the prices quoted by Contractor in Schedule II.

The Proposal shall be submitted and the work shall be performed by a Contractor with a valid State of California C27 Landscaping Contractor's License and a Pest Control Business License, in strict conformance with Specification No. SV 20-16, and now on file in the City's Department of Public Works and the office of the City Clerk.

A copy of the plans and specifications can be viewed and downloaded at www.simivalley.org/BidsAndProposals.

It is the bidder's responsibility to check the City's website for any addenda that may be issued for this project prior to submittal of the bid. Failure to submit required addenda with the bid disqualifies the bidder.

Copies of plans and specifications may be obtained by prospective bidders from the Department of Public Works at 2929 Tapo Canyon Road, Simi Valley, California 93063, upon the payment of \$25.00, plus \$10.00 for handling and mailing fees, if mailed. All questions concerning the bid document should be directed to Emilio Blanco, Maintenance Superintendent, Department of Public Works, at (805) 583-6437.

All prospective bidders shall abide by the provisions of the Bid Terms and Conditions listed in the project's specifications.

The City reserves the right to retain all proposals for a period of 60 days after the bid opening date for examination and comparison and to delete any portion of the work from the Contract.

The City reserves the right to determine and waive nonsubstantial irregularities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other. The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. The City reserves the right to delete any bid item to the extent that the bid is qualified by a specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid. The City further reserves the right to make award to the lowest responsive and responsible bidder as the interest of the City may require.

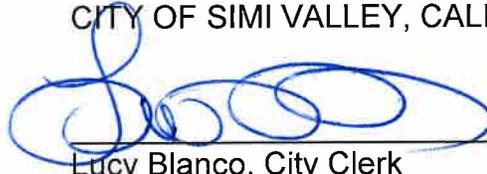
In accordance with the provisions of Division 2, Part 7, Chapter 1 of the California Labor Code, the California Department of Industrial Relations has established the general prevailing rates of per diem wages for each craft, classification, and type of work needed to execute contracts for public works and improvements. The per diem wages published at the date the Contract is advertised for bids shall be applicable. Copies of the prevailing rate of per diem wages are on file at the California Department of Industrial Relations and are available to any interested party at www.dir.ca.gov/DLSR/PWD/index.htm. Future effective wage rates, which have been

predetermined, are on file with the Department of Industrial Relations, and are referenced but not printed in said publication. The new wage rates shall become effective on the day following the expiration date and apply to this Contract in the same manner as if they had been included or referenced in this Contract.

The contractor may substitute securities for retention monies pursuant to Public Contract Code Section 22300.

Dated this 8th day of October, 2020

CITY OF SIMI VALLEY, CALIFORNIA

A handwritten signature in blue ink, consisting of several loops and flourishes, positioned above a horizontal line.

Lucy Blanco, City Clerk

CITY OF SIMI VALLEY
DEPARTMENT OF PUBLIC WORKS
MAINTENANCE DIVISION
BID TERMS AND CONDITIONS

FOR

SIMI VALLEY LANDSCAPE DISTRICT NO. 1
MAINTENANCE SERVICES CONTRACT A

SPECIFICATION NO. SV 20-16

BID TERMS AND CONDITIONS

Requirement to Meet All Bid Provisions - Each bidder shall meet all of the specifications and bid terms and conditions. By virtue of the bid submission, the bidder acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the proposal. Nonsubstantial deviations may be considered provided that the bidder submits a full description and explanation of and justification for the proposed deviations. Whether any proposed deviation is nonsubstantial will be determined by the City in its sole discretion.

DIR Registration - In accordance with the provisions of California Labor Code Section 1771.1, as amended by SB 854, unless registered with the DIR (Department of Industrial Relations), a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for public work on or after March 1, 2015, with certain exceptions as set forth in Labor Code 1771.1(a). Further, a public entity cannot award a public work contract to a non-registered contractor or subcontractor, effective April 1, 2015. As such, bidders must be registered with DIR. If any contractor or subcontractor listed in a bid or proposal is believed to be exempt from registration as set forth in Labor Code 1771.1(a), the bid proposal must set forth the claimed exemption. Failure to provide evidence of registration or of a valid exemption at the time of bid submittal shall render the bid as non-responsive and shall act as a bar to award the Contract to any bidder not registered with DIR.

License - In accordance with the provisions of California Public Contract Code Section 3300, the City has determined that the bidder shall possess a valid applicable class Contractor's License as specified in the Contract documents. Failure to possess the specified license at the time of bid submittal shall render the bid as non-responsive and shall act as a bar to award the Contract to any bidder not possessing said license.

Communications Regarding Bid - If a prospective bidder is in doubt as to the true meaning or intent of any part of the Contract documents, or discovers discrepancies or omissions, the bidder may submit to the City Engineer a written request for an interpretation or a correction thereof. Interpretations or corrections of the Contract documents shall be made only by addendum duly issued by the City Engineer. A copy of such addendum will be mailed or delivered to each potential bidder receiving a set of the Contract documents. Such addendum shall be considered a part of and incorporated in the Contract documents.

All timely requests (timely requests are those which the City, in its sole judgment, can reasonably respond to before the bid closing) for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such verbal communication shall not be binding on the City.

Bidder's Bond Requirement - Bidders shall provide a properly executed Bidder's Bond (contained herein), cashier's check or other bidder's security payable to the City to accompany the Proposal in the amount of ten percent (10%) of the total bid. The

proceeds thereof will become the property of the City if the bidder fails to or refuses to execute the contract within ten (10) calendar days after the City has notified the bidder of intent to award the bid or within ten (10) calendar days after notice of the award has been sent by mail to the bidder, whichever occurs first. It is the Simi Valley City Council's policy that the bid bond or other bidder's security will not be waived due to calculation errors made by the bidder. Additionally, the proceeds of the bidder's bond will become the property of the City if the bidder fails to or refuses to furnish satisfactory bonds or evidence of insurance required in the contract construction documents within ten (10) days after the bid has been awarded. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California. All bid bonds or substitutes therefor will be returned upon timely execution of the Contract and the filing of satisfactory insurance certifications and bonds by successful bidder.

Bid Submission - Each bid must be submitted on the form(s) provided in the Proposal. The Proposal shall be enclosed in an envelope, which shall be sealed and addressed to the Deputy Administrative Services Director (Support Services), City of Simi Valley, 2929 Tapo Canyon Road, Simi Valley, California 93063. In order to guard against premature opening, the Proposal shall be clearly labeled with the bid title, name of bidder, and date and time of bid opening. If the Proposal is delivered to the City via Express Delivery, or other priority mail service, the above information must also be included on the outside shipment envelope.

Submission of One Bid Only - No individual, or business entity of any kind shall be allowed to make or file or to be interested in more than one bid, except an alternative bid when specifically requested. However, an individual who has quoted prices on materials to a bidder submitting a proposal is not thereby disqualified from quoting prices to other bidders submitting proposals.

Protest Procedures - Any bidder, proposer, or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. Bidders are to be advised that protests of the process, terms, conditions or any other aspect of the solicitation, must be made prior to the bid or proposal due date.

Bidders and proposers may not protest the contents of the specifications of the bid/RFP nor the award based on the use of the Local Vendor Preference. Protests must be in writing and transmitted by facsimile, email or by mail to the attention of the Purchasing Agent.

Protest of the recommendation for award for bids must be made immediately, and in no event later than five working days after the close of bids. In the case of an RFP, after the notice of recommendation for award. All protests must include the following information:

1. The name, address, telephone number and email address of the protestor;
2. The signature of the protestor or protestor's representative;
3. The solicitation or contract number;

4. A detailed statement of the legal and/or factual grounds of the protest and all documentation supporting the vendor's position at the time of the initial protest;
5. The form of relief requested.

The Purchasing Agent or designee shall respond in writing within two (2) working days to the protestor. The decision rendered by the Purchasing Agent shall be in writing and shall be final.

Bid Withdrawal - A bidder may withdraw its proposal without prejudice prior to the time specified for the bid opening by submitting a written request to the City's Deputy Administrative Services Director (Support Services) for its withdrawal. If this occurs, the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than the place stated in the Notice Inviting Bids will be considered. All bids will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the bids.

Bid Quotes and Unit Price Extensions - The extensions of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Bid Submission Form(s). The Bid Submission Form(s) must be totally completed. If the unit price and the total amount stated by any bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the total will be corrected to conform to the specified unit price.

Bid Retention and Award - The City reserves the right to retain all proposals for a period of 60 days after the bid opening date for examination and comparison. The City also reserves the right to determine and waive nonsubstantial irregularities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that the proposals are qualified by specific limitations, and to make award to the lowest responsive and responsible bidder as the interest of the City may require.

Labor Actions - In the event that the successful bidder is experiencing a labor action at the time of the award of the bid (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said bidder is no longer the lowest responsible bidder and may accept the next acceptable low bid from a bidder that is not experiencing a labor action and declare it to be the lowest responsive and responsible bidder.

Contract Requirement - The bidder to whom award is made, shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to the address given in the proposal or within ten (10) calendar days after receipt by bidder of oral communication of the intent to award, whichever occurs first. The Contract shall be made in the form adopted by the City and incorporated in these specifications. The bidder warrants that bidder possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable; and further,

bidder shall comply with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable.

Failure to Accept Contract - If upon notification of intent to award the bid by the City, the bidder fails to enter into the Contract within the specified time period, the pending award will be annulled. Any bid security will be forfeited in accordance with these Bid Terms and Conditions if a bidder's bond or security is required. An award may be made to the next lowest responsive and responsible bidder who shall fulfill every term and condition of the bid.

Business Tax - The City's Business Tax Ordinance requires that a Business Tax Receipt be obtained before any business, trade, profession, enterprise, establishment, occupation, or calling is conducted within the City. The amount of the tax is based on gross receipts resulting from business conducted in the City of Simi Valley and is required to be paid when business is conducted in the City even though the principal location of the business may be outside of the City or a Business Tax Receipt has been issued to them by another city. Issuance of a Business Tax Receipt is only evidence of the fact that the tax has been paid. It does not sanction or approve any activity not otherwise permitted. Verification that the bidder has a valid City of Simi Valley Business Tax Receipt will be obtained by the City prior to the execution of the Contract. Additional information regarding the City's Business Tax program may be obtained by calling (805) 583-6736.

Faithful Performance Bond Requirement - The bidder to whom the Contract is awarded (Contractor) shall execute the Contract and furnish a surety bond in the amount of 100% of the Contract bid price guaranteeing the faithful performance of the Contract. The bond shall remain in force for a period of one year after the date of recordation of Notice of Completion by City. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California.

Material Suppliers and Laborer Bond Requirement - The Contractor shall furnish a surety bond by an admitted surety in the amount of 100% of the Contract bid price to secure the payment of claims for materials and labor provided by others in performing the work. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California.

Antitrust Claims - In accordance with Section 4552 of the Government Code, in submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

Prevailing Wages and Minority Group Skill Upgrade and Employment - Bidders are hereby notified that pursuant to the provisions of the California Labor Code the

California Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Such wage scale is set forth at length in a Schedule of Prevailing Rates of Wages that is on file at the California Department of Industrial Relations and is available at www.dir.ca.gov/DLSR/PWD/index.htm. The published prevailing wage rates that the Contractor shall pay are hereby incorporated in and made a part of these Bid Terms and Conditions.

The bidder to whom the Contract is awarded shall assist in locating, qualifying, hiring and increasing the skills of minority group employees and applicants for employment, as set forth in Executive Orders 11246 and 11375.

California Public Records Act - All information contained in the Proposal, and the Proposal itself, is a public record and subject to release to the public once opened. Bidders shall not include trade secrets or other confidential information in their bids.

Recycled Purchase Requirement - Bidders are hereby notified that pursuant to the provisions of Sections 22150 – 22154 of the California Public Contract Code the City is required to purchase recycled products as defined in Section 12200 of the same Code if the product fitness and quality are equal to the nonrecycled product and available at the same or a lesser total cost than nonrecycled items. Bidders shall offer products and prices to the City that meet these requirements.

CITY OF SIMI VALLEY
DEPARTMENT OF PUBLIC WORKS
MAINTENANCE DIVISION

PROPOSAL

FOR

SIMI VALLEY LANDSCAPE DISTRICT NO. 1
MAINTENANCE SERVICES CONTRACT A

SPECIFICATION NO. SV 20-16

CONTRACTOR'S NAME: _____

SUBMIT PAGES 14 THROUGH 45 FULLY EXECUTED WITH THIS PROPOSAL

LIST OF DOCUMENTS

TO BE SUBMITTED WITH PROPOSAL

FOR

SIMI VALLEY LANDSCAPE DISTRICT NO. 1
MAINTENANCE SERVICES CONTRACT A
SPECIFICATION NO. SV 20-16

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All blanks in the bid proposal must be appropriately responded to. If an answer or other response to a blank is not applicable, the bidder shall respond with "N.A."

Failure of a bidder to fully execute and submit all of the listed documents with the bid will render a bid as non-responsive and subject to rejection.

DEPARTMENT OF PUBLIC WORKS

PROPOSAL

FOR

SIMI VALLEY LANDSCAPE DISTRICT NO. 1
MAINTENANCE SERVICES CONTRACT A

Specification No.: SV 20-16

Bids to be received on: October 21, 2020, at or before 3:30 p.m.

Liquidated damages: \$500 Per Calendar day

Number of pages in Proposal: 32

CONTRACTOR

Name _____

Street Address _____

City _____ State _____ Zip Code _____

Telephone Number _____

Email Address _____

Fax Number _____ (Optional)

The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. The City reserves the right to delete any bid item to the extent that the bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid.

SUBMIT PAGES 14 THROUGH 45 FULLY EXECUTED WITH THIS PROPOSAL

AWARD OF CONTRACT & MINIMUM REQUIREMENTS

One maintenance services contract will be awarded to the lowest responsive and responsible bidder for this project. However, the City reserves the right to award, or not to award subject to bidder providing satisfactory evidence that it meets all minimum requirements outlined below. Failure to provide such evidence or documentation thereof may be a basis for rejecting the bid as non-responsive.

Bidders are required to indicate their professional experience as it relates to this project. As many typed sheets as necessary may be submitted to provide the best, most thorough and most organized means of evaluating the bidder's expertise and value.

Check-off and initial right hand column to acknowledge and confirm compliance with minimum requirements. Submit documentation as required.

	Minimum Requirements	Meets Minimum Requirements
1.	Minimum of a current State of California C27 Landscaping Contractor's License, and a Qualified Applicator License (QAL). (Submit copies of licenses with bid)	
2.	Minimum of five years' experience as a licensed Landscape Contractor engaged in landscape maintenance services for Southern California Public Agencies of comparable size and scope.	
3.	Minimum of three references of Public Agencies contracts for work similar in nature and scope to the work for which this bid is being submitted. Such work or contracts must have been performed or under contract during the past five years.	
4.	Supervisors must have a minimum of three years recent experience in Public Agencies of comparable size and scope (Section 705-15).	
5.	Persons directing and/or performing the work outlined in the contract must hold a Qualified Applicators License (QAL) as applicable in landscape, landscape irrigation, pesticide and tree maintenance, Licensed Qualified Applicator (licensed by the State of California), Department of Pesticide Regulation (DPR), Irrigation Auditor and Irrigation Technicians (certified through the Irrigation Association).	
6.	Meet uniform requirements as required under Section 705-15 and safety supplies and equipment as outlined throughout specification.	
7.	CONTRACTOR and all subcontractors must be registered and remain registered with DIR (Department of Industrial Relations) through the term of the CONTRACT and follow all requirements and obligations set forth in the Labor Code concerning prevailing wages.	

INSTRUCTIONS FOR SIGNING PROPOSAL, BONDS AND CONTRACT

Corporations

- a) Give name of Corporation.
- b) Signatures: President or Vice-president and Secretary or Assistant Secretary.
- c) Affix corporate seal to Contractor's Proposal Statement.
- d) Others may sign for the corporation if the City has been furnished a certified copy of a resolution of the corporate board of directors authorizing them to do so. Certified copy of resolution must be included with the bid submittal.

Partnerships

- a) Signatures: All members of partnership. One may sign if City has a copy of authorization.

Joint Ventures

- a) Give the names of the joint venturers.
- b) Signatures: All joint venturers. One may sign if City has a copy of authorization.

Individuals

- a) Signature: The individual.
- b) Another may sign for the individual if the City has been furnished a notarized power-of-attorney authorizing the other person to sign.

Fictitious Names

- a) Show fictitious names.
- b) Satisfy all pertinent requirements shown above.

Bonds

- a) In addition to all pertinent requirements above, give signature of Attorney-in-fact and apply surety's seal and provide address and telephone number of said surety.
- b) Affix notary's acknowledgement.

MUST ADHERE TO THE APPLICABLE SIGNING INSTRUCTIONS. FAILURE TO DO SO MAY BE BASIS FOR REJECTING BIDDER'S ENTIRE PROPOSAL.

CONTRACTOR'S PROPOSAL STATEMENT

City of Simi Valley
Simi Valley, California 93063

Pursuant to the foregoing Notice Inviting Bids, the undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans and Specifications and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and to do all the work required to complete such work in accordance with such Plans and Specifications for the prices set forth in this Proposal.

The undersigned has carefully checked all the figures in this Proposal and understands that City will not be responsible for any error or omission on the part of the undersigned in preparing this bid nor will City release the undersigned on account of such error or omission.

The undersigned swears or affirms under penalty of perjury that the information regarding the Contractor's License is true and correct.

The undersigned further agrees that in case of default in executing the required Contract within the applicable ten (10) calendar days or thereafter failing to provide the necessary bonds within ten (10) calendar days after the Contract has been fully executed, the proceeds of check or bond accompanying the bid shall become the property of the City of Simi Valley. Furthermore, the undersigned is advised and understands that it is a City policy that bids/bonds will not be waived due to calculation errors made by the bidder.

Licensed in accordance with an act providing for the registration of Contractor's License No. _____ Class _____, Expiration Date _____

DIR Registration No. _____, Expiration Date _____

Names of Co-Partners or Corporate Officers and Titles: _____

Signature of Bidder _____ Title _____

Signature of Bidder _____ Title _____

Name of Contractor or Firm _____ Date of Submittal _____, 2020

_____ Telephone No. (____) _____

Address _____

Doing Business as Individual/Partnership/Corporation _____ State of Incorporation _____

Federal Tax Identification Number: _____

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL STATEMENT SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS AND STATEMENTS WHICH ARE A PART OF THIS PROPOSAL

PROPOSED SCHEDULE OF WORK AND PRICES
FOR
SIMI VALLEY LANDSCAPE DISTRICT NO. 1
MAINTENANCE SERVICES,
CONTRACT "A"
SCHEDULE I-A

SCHEDULE I-A – AREAS TO BE MAINTAINED
9 Zones/Sites

Zone No.	Location	Beginning Approx. Sq. Ft.	Monthly Unit Cost Sq. Ft.	Monthly Cost
12	Sycamore Dr. & Alamo St.	30,094		\$
13	Sinaloa Rd. & Royal Ave.	5,621		
17	Los Angeles Ave, Lavender Ave., & Morning Glory St.	28,355		
24	Royal Ave. & Crocker St.	6,060		
34	Cochran St. & Caldwell Ave.	50,059		
37	Cochran St. & Orangewood Pl.	38,184		
42	Tierra Rejada Rd., & Stargaze Pl.	103,407		
96	South side of Tierra Rejada Rd. & Stargaze Pl., Mandan Pl., Winterdew Ave., & Summertime Ave.	401,270		
104	Southeast side of Alamo St. & Erringer Rd.	8,798		

Monthly Subtotal: (9 Zones/Sites)
 = 671,848 SF or 15.42 Acres
 Schedule I-A

\$ _____

Annual Total Bid Price for the Lump Sum of:
 (Schedule I-A) Monthly Total X 12 Months

\$ _____

PROPOSED SCHEDULE OF WORK AND PRICES
 FOR
 SIMI VALLEY LANDSCAPE DISTRICT NO. 1
 MAINTENANCE SERVICES,
 CONTRACT "A"
SCHEDULE I-B

SCHEDULE I-B – AREAS TO BE MAINTAINED

Zone 39 (25 Sites)

Area No.	Location	Beginning Approx. Sq. Ft	Monthly Unit Cost Sq. Ft.	Monthly Cost
1	Public Services Center & Transit facilities	104,957		\$
2	Welcome Corner, Arroyo Simi south to Los Angeles Ave. parkway, Los Angeles Avenue, east of Sinaloa Rd. parkway	50,379		
2A	Madera Rd. medians from Aristotle St. to Tierra Rejada Rd.	4,942		
3	Madera Rd., Bonita Dr. to south of Royal Ave.	18,455		
3A	Madera Rd. both sides & medians, Cancun St. to Shaver Ct.	60,602		
4	Los Angeles Ave. medians, Madera Rd to Bridget St.	37,669		
5	Fifth St. & Pacific Ave. storage facility	15,650		
6	First St. medians, 118 Freeway to Bluegrass St.	75,314		
6B	First St. west side, south of Catlin St., parkway south of Lincoln Park	672		
7	Royal Ave. & Willowbrook Ln.	2,720		
8	Royal St. & Arcane St. median	11,385		
10	Erringer Rd. parkway, Los Angeles Ave. south to Cochran St., east side	9,365		
11	Mini Park: Sherman St. north side, Parker Ct to Bigelow Ave.	14,419		
12	Cochran St. & Erringer Rd. –2 medians, Erringer Rd @ Alamo St. –1 median	7,342		
13	Alamo St. slope & parkway	110,049		

PROPOSED SCHEDULE OF WORK AND PRICES
 FOR
 SIMI VALLEY LANDSCAPE DISTRICT NO. 1
 MAINTENANCE SERVICES,
 CONTRACT A
SCHEDULE I-B

SCHEDULE I-B – AREA TO BE MAINTAINED

Zone 39 (25 Sites)

Area No.	Location	Beginning Approx. Sq. Ft.	Monthly Unit Cost Sq. Ft	Monthly Cost
30	Sinaloa Rd., Mark Dr. to Bennett St. east side	16,935		\$
31	South side Los Angeles Ave., East side & west of Bridget St.	39,701		
35	East side Erringer Rd., Royal Ave. to Arroyo Simi Channel	15,635		
36	East side Erringer Rd., Royal Ave. to El Monte Dr.	3,790		
41	Recycle Center/Animal Shelter	9,025		
43	Tierra Rejada Rd. medians	24,919		
45	First St. parkway east side, south of 118 Freeway	866		
48	Chesterton St. south side planter	1,685		
51	Sycamore Dr. median @ 118 Freeway	7,441		
54	Madera Rd. median and parkway, Presidential Dr. to city limits	73,684		

Monthly Subtotal: Zone 39 (25 Areas/Sites)
 = 717,601 SF or 16.47 Acres
 Schedule 1-B

\$ _____

Annual Total Bid Price for the Lump Sum of:
 (Schedule I-B) Monthly Total x 12 Months

\$ _____

PROPOSED SCHEDULE OF WORK AND PRICES
 FOR
 SIMI VALLEY LANDSCAPE DISTRICT NO. 1
 MAINTENANCE SERVICES, CONTRACT A
SCHEDULE I-C

SCHEDULE I-C – AREA TO BE MAINTAINED: (Fuel Modification Areas)

Zone 96A Twice a year maintenance

Landscape maintenance twice a year and must include fuel modification, rodent (gopher control). The landscape inspector with the contractor shall set the date for two services within each fiscal year.

Area No.	Location	Beginning Approx. Sq. Ft.	Unit Cost per Sq. Ft.	Monthly Cost for Twice a Year Maintenance Divided by 12 Months
96A	Border and Detention Basins of Zone 96A-see attached map for location. APN: 579008016, 579010001	106,353		

Twice a Year Subtotal: (1 Zone/Site)
 = 106,353 SF or 2.44 Acres
 (Schedule 1-C) Monthly Total x 12 Months

\$ _____

PROPOSED SCHEDULE OF WORK AND PRICES
 FOR
 SIMI VALLEY LANDSCAPE DISTRICT NO. 1
 MAINTENANCE SERVICES,
 CONTRACT A
SCHEDULE I-D

SCHEDULE I-D – AREA TO BE MAINTAINED

1 Site

Location	Beginning Approx. Sq. Ft.	Monthly Unit Cost Sq. Ft.	Monthly Cost
Sanitation Plant 640 W. Los Angeles Avenue Schedule I-D – see attached map for areas of maintenance	118,848		\$

Monthly Sub-Total: (1 Site)
 = 118,848 SF on 2.73 Acres
 (Schedule I-D) Monthly Total x 12 Months

\$ _____

PROPOSED SCHEDULE OF WORK AND PRICES
FOR
SIMI VALLEY LANDSCAPE DISTRICT NO. 1
MAINTENANCE SERVICES,
CONTRACT A
SCHEDULE I-A, I-B, I-C, and I-D

Annual Total Bid Price for the Lump Sum of: \$ _____
(12 Months)(Schedules I-A, I-B, I-C, I-D)

Full Term Bid Price for the Lump Sum of: \$ _____
(Total x 24 Months)
Schedules 1-A, 1-B, I-C, and I-D
March 1, 2021 – February 28, 2023

<u>PROPOSED SCHEDULE OF WORK AND PRICES</u> FOR SIMI VALLEY LANDSCAPE DISTRICT NO. 1 MAINTENANCE SERVICES, CONTRACT A SCHEDULE II	
Schedule II Unit Prices for Additional/Potential Site Work	Unit Price/ per hour
PERSONNEL	
Assistant Operations Manager	\$
Certified Arborist	
Maintenance Supervisor, Landscape	
Maintenance Supervisor, Trees	
Tree Trimmer	
Maintenance Worker, Landscape	
Maintenance Worker, Trees	
Foreman, Landscape	
Foreman, Trees	
Driver/Operator:	
Class A	
Class B	
Class C	
Pest Control Technician – Qualified Applicator (QAL)	
Certified Irrigation Auditor	
Irrigation Technician	
<u>Standby Fee per 8-Hour Shift:</u> Maintenance Supervisor, Tree Trimmer, Maintenance Worker, Pick-up Aerial Truck, Chipper, Truck, and Standby Power and Hand Equipment	(Per 8 Hour Shift)

<u>PROPOSED SCHEDULE OF WORK AND PRICES</u> FOR SIMI VALLEY LANDSCAPE DISTRICT NO. 1 MAINTENANCE SERVICES, CONTRACT A SCHEDULE II	
Schedule II Unit Prices for Additional/Potential Site Work	Unit Price/ per hour
EQUIPMENT – INCLUDING OPERATOR	
Full Size Pickup Truck	\$
One Ton Flat Bed Truck	
H.D. Tree Truck with brush chipper	
Aerial Truck, 50’ minimum working height	
Stump Grinder: Large unit	
Small unit	
Root-Pruner, to 12” diameter material	
Trencher, to 24” depth	
Brush-Chipper, to 12” diameter material	
Roto-tiller, to 8” depth minimum	
Turf Renovator/De-thatching	
Aerator, 4” to 6” depth, open tines: Tractor drawn	
Walk behind	
Tractor/Loader	

<u>PROPOSED SCHEDULE OF WORK AND PRICES</u>	
FOR SIMI VALLEY LANDSCAPE DISTRICT NO. 1 MAINTENANCE SERVICES, CONTRACT A SCHEDULE II	
Schedule II Unit Prices for Additional/Potential Site Work	Unit Price/ per hour
Water Truck (per hour):	\$
500 gallon	
2,000 gallon	
FABRICATION/INSTALLATION	Unit Price Per Designation
Tree Bubbler, installed per City Plate SV 51-90 (per each)	\$
Guard Post, installed per City Plate SV-51-100 (per each)	
Electric Service Pedestal, installed per City Plate SV 51-110 (per each)	
Irrigation Master Valve, installed per City Plate SV 52-25 (per each):	
1"	
1½"	
2"	
2½"	
3"	
Irrigation Flow Sensor, installed per City Plate 52-26 (per each):	
1"	
1½"	
2"	
2½"	
3"	
Irrigation Swing Joint, installed per City Plate SV 52-40 (per each):	
½"	
¾"	
1"	
Irrigation Lines, Schedule 40 PVC, installed per City Plate 52-40 (per LF):	
½"	
¾"	

<u>PROPOSED SCHEDULE OF WORK AND PRICES</u> FOR SIMI VALLEY LANDSCAPE DISTRICT NO. 1 MAINTENANCE SERVICES, CONTRACT A SCHEDULE II	
Schedule II Unit Prices for Additional/Potential Site Work	Unit Price Per Designation
1" Schedule 40 Pipe x 10'	\$
1½" Schedule 40 Pipe x 10'	
2" Schedule 40 Pipe x 10'	
2½" Schedule 40 Pipe x 10'	
3" Schedule 40 Pipe x 10'	
Insulated Irrigation Wire, Solid Core, installed per City Plate SV 52-50 (per LF):	
14-Gauge (up to 100')	
14-Gauge (up to 1,000')	
12-Gauge (up to 100')	
12-Gauge (up to 1,000')	
Irrigation Enclosure, installed per City Plate 52-60 (per each)	
Irrigation Enclosure, installed per City Plate 52-70 (per each)	
Thrust Blocks, installed per City Plate 52-80 (per each)	
Pipe Pinning, installed per City Plate 52-90 (per each)	
Electrical Pull Box, installed per City Plate SV 52-100 (per each)	
4" Schedule 40 PVC Sleeve Line Installations (per LF):	
Under 5' walks	
Under 8' walks	
Under 10' walks	
Cut and repair pavement, per City Plate SV 52-50	

PROPOSED SCHEDULE OF WORK AND PRICES FOR SIMI VALLEY LANDSCAPE DISTRICT NO. 1 MAINTENANCE SERVICES, CONTRACT A SCHEDULE II	
Schedule II Unit Prices for Additional/Potential Site Work	Unit Price Per Designation
Backflow Device, installed per City Plate 52-10 (per each):	\$
1" Febco 825 YA	
1½" Febco 825 YA	
2" Febco 825 YA	
2½" Febco 880 V	
3" Febco 880 V	
Irrigation Valve, Installed per City Plate 52-20 (per each):	
¾"	
1"	
1½"	
2"	
2½"	
Irrigation Valve, installed per City Plate SV 52-30 (per each):	
¾"	
1"	
1½"	
2"	
2½"	
Irrigation Head Installation/Replacement per City Plates including all fittings and equipment (per each):	
Shrub/Turf Pop-up Head	
Standard Head	
Rotor Head	
Impact Head	
Rainbird Brass 33 DLRC Quick Coupler Valve	

PROPOSED SCHEDULE OF WORK AND PRICES		
FOR SIMI VALLEY LANDSCAPE DISTRICT NO. 1 MAINTENANCE SERVICES, CONTRACT A SCHEDULE II		
Schedule II Unit Prices for Additional/Potential Site Work		Unit Price Per Designation
Rainbird Brass 44 DLRC Quick Coupler Valve (per each)		\$
Grounding rod installation per local building code, with matching irrigation valve solenoid, material and labor		
Remove existing irrigation controller and replace with designated irrigation controller as assigned, material and labor		
	Panel Only	Panel & Housing
Rainmaster Eagle Plus with Icentral Controller 6		\$
Rainmaster Eagle Plus with Icentral Controller 12		
Rainmaster Eagle Plus with Icentral Controller 18		
Rainmaster Eagle Plus with Icentral Controller 24		
Rainmaster Eagle Plus with Icentral Controller 30		
Rainmaster Eagle Plus with Icentral Controller 36		
PLANT MATERIAL (per City Plates and/or Specifications)		Unit Price Per Designation
Groundcover, minimum 64 count per flat, installed, including soil prep and grading per specification (per flat)		\$
Groundcover, minimum 48 count per flat, installed, including soil prep and grading per specification (per flat)		
Annual Color, 4" Pots, 16 pots per flat, installed, including soil prep fertilizer and grading per specifications (per flat)		\$
Shrubs, installed, including soil prep fertilizer and grading per specification (per each):		
1 Gallon		
5 Gallon		
5 Gallon (with bubbler)		
15 Gallon		
15 Gallon (with bubbler)		
24" Box		

<u>PROPOSED SCHEDULE OF WORK AND PRICES</u> FOR SIMI VALLEY LANDSCAPE DISTRICT NO. 1 MAINTENANCE SERVICES, CONTRACT A SCHEDULE II	
Schedule II Unit Prices for Additional/Potential Site Work	Unit Price Per Designation
24" Box (with bubbler)	\$
Vines installed including soil preparation and grading per specifications (each).	
1 Gallon, or Espalier	
5 Gallon	
5 Gallon (with bubbler)	
5 Gallon (with Espalier)	
15 Gallon (on Espalier)	
Trees, installed, including soil prep fertilizer and grading per specifications (per each):	
5 Gallon	
5 Gallon (with bubblers)	
15 Gallon	
15 Gallon (with 2 bubblers)	
15 Gallon (with 2 bubblers and root barrier)	
24" Box	
24" Box (with 2 bubblers)	
24" Box (with 2 bubblers and root barrier)	
36" Box	
36" Box (with 4 bubblers)	
36" Box (with 4 bubblers and root barrier)	
42" Box (with 4 bubblers)	
48" Box (with 4 bubblers)	
54" Box (with 4 bubblers)	
60" Box (w/6 bubblers)	
72" Box (w/6 bubblers)	
Palm Tree (per foot of brown trunk)	
Sod, installed per specification, includes soil and grading prep (per SF)	

<u>PROPOSED SCHEDULE OF WORK AND PRICES</u> FOR SIMI VALLEY LANDSCAPE DISTRICT NO. 1 MAINTENANCE SERVICES, CONTRACT A SCHEDULE II	
Schedule II Unit Prices for Additional/Potential Site Work	Unit Price Per Designation
TREE RELATED MAINTENANCE	
Tree root pruning (assume 10 LF) & tree stability testing, <u>without</u> root barrier installation (per LF)	\$
Complete tree pruning (per inch diameter dbh): 0" – 6" dbh (up to 19" circumference)	
Tree root pruning (assume 10 LF) & tree stability <u>with</u> UB-12 root barrier installation (per LF):	
Complete tree pruning (per diameter inch, dbh) 0"-6" dbh (up to 19" circumference)	
7"-12" dbh (up to 38" circumference)	
13"-24" dbh (up to 75" circumference)	
25"-36" dbh (up to 113" circumference)	
37"-48" dbh (up to 151" circumference)	
Over 48" dbh (over 151" circumference)	
Partial tree pruning (per diameter inch, dbh): 0"-6" dbh (up to 19" circumference)	\$
7"-12" dbh (up to 38" circumference)	
13"-24" dbh (up to 75" circumference)	
25"-36" dbh (up to 113" circumference)	
37"-48" dbh (up to 151" circumference)	
Over 48" dbh (over 151" circumference)	
Complete tree & stump removal, including grinding (per average inch-diameter)	
Stump removal, including grinding (per average inch-diameter)	
Wall vine trimming per specifications (per LF)	
Wall vine removal (per LF)	
Spread nitrolized redwood shavings @ 2" & 2½" thick, over tilled area (per SF) and till to 12-14" deep, fine grade:	
Up to 100 SF	

<u>PROPOSED SCHEDULE OF WORK AND PRICES</u> FOR SIMI VALLEY LANDSCAPE DISTRICT NO. 1 MAINTENANCE SERVICES, CONTRACT A SCHEDULE II	
Schedule II Unit Prices for Additional/Potential Site Work	Unit Price Per Designation
Up to 1,000 SF	
Up to 5,000 SF	
Up to 10,000 SF	
Digital Color Pictures on CD software useable by the City (per each)	
I.S.A. Tree Evaluation Report recommended and digital pictures on CD (per each tree)	
Round-Up Weed Control (per SF):	
Level soil	
Sloped soil	
Tree Pest Control/Trunk Injection (per tree):	\$
To 6" dbh	
To 12" dbh	
To 18" dbh	
To 24" dbh	
To 36" dbh	
To 48" dbh	
Tree Pest Control/Soil Injection (per tree):	
To 6" dbh	
To 12" dbh	
To 18" dbh	
To 24" dbh	
To 36" dbh	
To 48" dbh	
Surface Soil Mulch, 1 – 1½" bark size, clean wood only, delivered and spread per specifications (per SY):	
1-5 yards	
6-10 yards	
11-15 yards	
16-20 yards	
Tree Inventory per specifications (per tree)	

<u>PROPOSED SCHEDULE OF WORK AND PRICES</u> FOR SIMI VALLEY LANDSCAPE DISTRICT NO. 1 MAINTENANCE SERVICES, CONTRACT A SCHEDULE II	
Schedule II Unit Prices for Additional/Potential Site Work	Unit Price Per Designation
Temporary orange vinyl construction fence 4' high, installed with stakes 6' o.c. (per LF):	
Up to 100 LF	
Greater than 100 LF	
Visqueen slope stabilization, installed, including sandbags @ 10' o.c., staked (per SF):	
Up to 1,000 SF	
Greater than 1,000 SF	
Sandbags, installed (per each):	\$
Up to 100 count	
101 to 200 count	
Greater than 200 count	
Silt fence 24" high, installed per specifications (per LF):	
Up to 100 LF	
Greater than 100 LF	
"Jute Mesh" fabric, installed per specifications, with installation staples (per SF):	
Up to 1,000 SF	
Root Barrier, LB 12—2 Deep Root or equivalent, installed (per LF, 10' minimum)	
Root Barrier, UB 24 Deep Root or equivalent installed (per LF, 10' minimum)	
Bio Barrier, 19' Root Barrier, installed (per LF, 10' minimum)	
Daily Disposal/Replacement of Plastic Trash Container Liner/Bag, 40-50 gal, 1.5 mil (per each)	
8½" x 11" irrigation controller charts in laminated pouch	
Concreted rail fence post in concrete per standards	
Concrete rail fence rail	
Daily servicing of pet waste stations, per specifications	
Weekly servicing of drinking fountains, per specifications	
Weekly servicing of ornamental fountains, per specifications	
Monthly Repair and Servicing to Light Fixtures	

<u>PROPOSED SCHEDULE OF WORK AND PRICES</u> FOR SIMI VALLEY LANDSCAPE DISTRICT NO. 1 MAINTENANCE SERVICES, CONTRACT A SCHEDULE II	
Schedule II Unit Prices for Additional/Potential Site Work	Unit Price Per Designation
Certify backflow device, any size per specifications	

Note: The purpose of Schedule II is to establish unit prices for site upgrade work, repair work due to traffic collisions or other such work not included in Schedule I, which may occur during the term of the Contract. The City will hold contractor to unit prices proposed and bid on above.

PROPOSED SCHEDULE OF WORK AND PRICES
FOR
SIMI VALLEY LANDSCAPE DISTRICT NO. 1
MAINTENANCE SERVICES,
CONTRACT B

SUMMARY

SCHEDULE I-A, I-B, I-C, and I-D: Landscape Maintenance (24 months) (March 1, 2021 – February 28, 2023)	\$ _____
Release on Contract.....	\$ <u> 1.00 </u>
TOTAL BID.....	\$ _____

Contractor: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____ Tax I.D. #: _____

NOTE: Failure to complete all line items on Schedules I shall result in disqualification of bid submittal.

The award of contract will be based on the lowest bid received for Schedule I-A, I-B, I-C and I-D. However, Contractor shall perform additional work as requested by the City in accordance with the prices quoted by Contractor in Schedule II.

PROPOSED SCHEDULE OF WORK AND PRICES

The following addenda are acknowledged:

	Number	Date
(Bidder must fill in number and date of each addendum or may enter the word "None" if appropriate.)	_____	_____
	_____	_____
	_____	_____

QUANTITIES OF WORK:

The quantities of work or material stated on the Bid Schedule(s) are estimated quantities only to give an indication of the general scope of work. The City does not expressly or by implication agree that the actual amounts of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any bid item, by an amount up to 25 percent of increase or decrease, without a change in the unit prices, and shall have the right to delete any bid item in its entirety, and receive full credit in the amount shown in the Bid Schedule(s) for the deleted item of Work.

BIDDER'S BOND TO ACCOMPANY PROPOSAL
(in lieu of cash or cashier's check)

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, as Principal, and _____

_____, as Surety, acknowledge ourselves jointly and severally bound to the City of Simi Valley, the obligee, for ten (10) percent of the total bid, to be paid to said City if the Proposal shall be accepted and the Principal shall fail to execute the Contract tendered by the City within the applicable time specified in the Bid Terms and Conditions, or fails to furnish either the required Faithful Performance or Labor and Material Bonds, or fails to furnish evidence of insurance as required in the Standard Specifications, then this obligation shall become due and payable, and Surety shall pay to obligee, in case suit is brought upon this bond in addition to the bond amount hereof, court costs and a reasonable attorney's fee to be fixed by the court. If the Principal executes the Contract and furnishes the required bonds and evidence of insurance as provided in the bid documents, this bond shall be extinguished and released. It is hereby agreed that bid errors shall not constitute a defense to forfeiture.

WITNESS our hands this _____ day of _____, 2020.

Principal

By _____

Title _____

By _____

Title _____

Surety _____

By _____

Title _____

Address _____

FORM TO ACCOMPANY BID BOND

STATE OF CALIFORNIA)
COUNTY OF) SS.
CITY OF)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____ known to be the _____ Of _____ and the same person whose name is subscribed to the within instrument as the _____ of said _____ And the said _____ duly acknowledged to me that he/she subscribed the name of _____ thereto as Surety and his/her own name as _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

Notary Public in and for said
County and State aforesaid.

If cashier's check is submitted herewith, state check number _____ and Amount \$ _____.

STATEMENT OF BIDDER’S QUALIFICATIONS AND REFERENCES

The bidder is required to state the bidder's financial ability and a general description of similar work performed.

Required Qualifications: Bidders must hold a valid State of California Class C-27 Contractor's License at the time the bid is submitted to the City, and must have satisfactorily completed at least three projects in the last five years of comparable size and similar scope to this project.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: _____.

List and describe fully the last three projects performed by your firm in the last five years, of comparable size and similar scope to this project, which demonstrate your ability to complete the work included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done:

Reference No. 2

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done:

Reference No. 3

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done:

QUESTIONNAIRE REGARDING SUBCONTRACTORS

Bidder shall answer the following questions and submit with the Proposal.

- 1. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes () No ()
- 2. If the answer to No. 1 is "yes", please forward a copy of the rules of each bid depository you used with this questionnaire.
- 3. Did you have any source of subcontractors' bids other than bid depositories? Yes () No ()
- 4. Has any person or group threatened you with subcontractor boycotts, union boycotts or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes () No ()
- 5. If the answer to No. 4 is "yes", please explain the following details:
 - (a) Date:
 - (b) Name of person or group:
 - (c) Job involved (if applicable):
 - (d) Nature of threats:
 - (e) Additional comments: (Use additional paper if necessary)

We declare under penalty of perjury that the foregoing is true and correct.

Dated this _____ day of _____, 2020.

Name of Company

By _____

Title

By _____

Title

**LIST OF SUBCONTRACTORS
AND MATERIAL FABRICATORS**

Without exception, the bidder is required to state the name and address of each subcontractor and the portion of the work which each will do as required by Section 2-3, "Subcontracts," of the Standard Specifications and in conformance with Public Contracts Code, Sections 4100 to 4113, inclusive.

Without limiting the generality of the foregoing, any contractor making a bid or offer to perform the work, shall set forth in the Proposal:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, 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; and

(b) The portion of the work, which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion.

The undersigned submits herewith a list of subcontractors in conformance with the foregoing:

Subcontractor's Name & Address	Subcontractor's License Number	DIR Registration Number	Percent of Total Contract	Work to be Performed
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THE PROPOSAL STATEMENT SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE STATEMENTS OR CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL.

**NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Note: The above Noncollusion Declaration is part of the Proposal. THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THE PROPOSAL STATEMENT shall also constitute signature of this Noncollusion Declaration. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

CITY OF SIMI VALLEY
DEPARTMENT OF PUBLIC WORKS
MAINTENANCE DIVISION

DOCUMENTS FOR EXECUTION BY SUCCESSFUL BIDDER

FOR

SIMI VALLEY LANDSCAPE DISTRICT NO. 1
MAINTENANCE SERVICES CONTRACT A

SPECIFICATION NO. SV 20-16

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CONTRACT BETWEEN THE CITY OF SIMI VALLEY AND
_____ FOR SIMI VALLEY LANDSCAPE DISTRICT
NO. 1 MAINTENANCE SERVICES CONTRACT A

THIS CONTRACT is made and entered into in the City of Simi Valley on this ____ day of _____ 2020, by and between the CITY OF SIMI VALLEY, a municipal corporation, hereinafter referred to as CITY, and _____, a (type of business entity), hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, on October 8, 2020, CITY invited bids for the Simi Valley Landscape District No. 1 Maintenance Services Contract A per Specification No. SV 20-16; and

WHEREAS, pursuant to said invitation, CONTRACTOR submitted a Proposal which was accepted by CITY for said project.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are a part of this CONTRACT.

2. **Term.** The term of this CONTRACT shall be from the date this CONTRACT is made and entered, as first written above, until the 28th day of February 2023. The CONTRACT may be extended for a maximum of three (3) additional one-year terms upon mutual written consent of the City Council and CONTRACTOR. The CITY shall notify CONTRACTOR of its intent to exercise said option by advising CONTRACTOR in writing on or before ninety (90) days prior to CONTRACT expiration date. CONTRACTOR shall notify the CITY of its intent to exercise said option by advising the CITY in writing on or before ninety (90) days prior to CONTRACT expiration date. Unit prices may be adjusted in accordance with the percentage change in the Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim, CA areas for the previous 12-month period (January to January).

3. **Incorporation By Reference.** Public Contract Code Section 22300, Specification No. SV 20-16, consisting of 210 pages and all documents incorporated by reference therein, and the CONTRACTOR'S Bid consisting of the CONTRACTOR'S Proposal Statement, Proposed Schedule of Work and Prices, and Bidder's Statement of Subcontractors and Material Fabricators, are hereby incorporated by reference and made a part of this CONTRACT.

4. **Precedence of CONTRACT Documents.** If there is a conflict between or among CONTRACT documents, the document highest in precedence shall control. The precedence shall be:

- First: This Document consisting of 8 pages excluding paragraph 3
- Second: Permits from other agencies as may be required by law
- Third: Special Provisions
- Fourth: Bid Terms and Conditions
- Fifth: Detailed Plans
- Sixth: Standard Plans
- Seventh: Standard Specifications Modifications
- Eighth: "Standard Specifications for Public Works Construction" (SSPWC)
- Ninth: Reference Specifications
- Tenth: CONTRACTOR'S Proposal

Change orders, supplemental agreements, and approved revisions to plans and specifications become a part of item First.

5. **Obligations of the CITY.**

A. The CITY shall be obligated to pay CONTRACTOR based upon the actual City-authorized quantities in place and the unit and/or lump sum prices bid by CONTRACTOR, including but not limited to all labor, material and equipment, rather than the CONTRACT bid price.

B. CITY shall make regular progress payments to the CONTRACTOR within 30 days after mutual concurrence with the unit quantities and/or lump sum items of work performed, subject to applicable retention requirements. In no event shall the total amount paid exceed the CONTRACT bid price of \$ _____ unless otherwise agreed to by the parties in writing.

C. Upon receipt of an invoice for work performed to CITY'S satisfaction, CITY shall make progress payments within thirty (30) days of receipt of invoice. If the work is not performed satisfactorily or the invoice is defective, CITY shall notify CONTRACTOR, in writing, of the reasons within seven (7) days of receipt of invoice. The intent of this Section is to comply with Public Contract Code Section 20104.50.

6. **Obligations of the CONTRACTOR.**

A. CONTRACTOR shall perform as required by this CONTRACT. CONTRACTOR agrees to perform the services more specifically set forth in the "Scope of Work" attached hereto and incorporated herein as Exhibit "A" and as further described in the incorporated documents. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of this CONTRACT that only persons authorized to work in the United States pursuant to the Immigration

Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B. CONTRACTOR shall obey all Federal, State, local, and special district laws, ordinances, and regulations.

C. CONTRACTOR shall abide by the CITY'S Business Tax Ordinance, of which proof of payment must be obtained prior to performance of this CONTRACT. CONTRACTOR shall maintain a valid Business Tax Certificate for the term of the CONTRACT.

D. Prevailing wage: In addition to any applicable federal requirements, the CONTRACTOR shall comply with all applicable California laws related to prevailing wage, including but not limited to California Labor Code 1720 et seq. and all other California prevailing wage laws and regulations, and all requirements, regulations or decisions of the California Department of Industrial Relations related thereto. CONTRACTOR further stipulates to follow all requirements and pay any penalties due, if any, under Section 1813 of the California Labor Code. The CONTRACTOR shall post the prevailing rate per diem wages at each job site. Further CONTRACTOR shall indemnify, defend, and hold CITY harmless from any claim that prevailing wages should have been paid pursuant to this CONTRACT, including federal prevailing wage requirements under the Davis-Bacon Act, if applicable and shall be liable for the payment of same and any penalties thereon. CONTRACTOR is responsible for paying all legally required prevailing wages, and in the case of a difference between state and Federal law, the highest legally required rate.

CONTRACTOR and all subcontractors must be registered and remain registered with DIR (Department of Industrial Relations) *through the term of the CONTRACT* in accordance with the California Labor Code ("Labor Code"), in particular Labor Code Section 1771.1, and any successor or replacement provision thereto, unless a small project exemption applies (\$25,000 for public works or \$15,000 for maintenance). CONTRACTOR further agrees that it will follow all requirements and obligations set forth in Labor Code Section 1776.

7. **Audit.**

A. At any time during normal business hours and as often as the CITY may deem necessary, CONTRACTOR shall make available to CITY for inspection its records pertaining to this CONTRACT. CONTRACTOR shall permit CITY to audit, examine and/or reproduce such records. CONTRACTOR will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least (2) years after termination or final payment under this CONTRACT. This paragraph shall survive for two (2) years after termination of this CONTRACT.

B. CITY shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to CITY as a condition precedent to any payment to CONTRACTOR.

8. **Hold Harmless and Indemnification.** CONTRACTOR shall defend, indemnify, and hold harmless CITY, its agents, officials, officers, representatives, and employees, from and against all claims, lawsuits, liabilities or damages of whatever nature arising out of or in connection with, or relating in any manner to any act or omission of CONTRACTOR, its agents, employees, and subcontractors, and employees thereof, pursuant to the performance or non-performance of this CONTRACT. The CONTRACTOR shall thoroughly investigate any and all claims and indemnify the CITY and do whatever is necessary to protect the CITY, its agents, officials, officers, representatives, and employees as to any such claims, lawsuits, liabilities, expenses, or damages arising out of this CONTRACT. The CITY shall be included as an Additional Insured in the automobile/liability insurance policies and endorsements of the CONTRACTOR. The CONTRACTOR must select an attorney acceptable to the CITY who will defend such proceeding and the CITY will control any litigation thereof. Such approval by the CITY will not be unreasonably withheld. This paragraph shall survive the termination of the CONTRACT.

9. **Amendments.** Any amendment, modification, or variation from the terms of this CONTRACT shall be in writing and shall be effective only upon mutual written approval by the Director of Public Works and CONTRACTOR.

10. **Anti-Discrimination.** In the performance of the terms of this CONTRACT, CONTRACTOR shall not engage in, nor permit subcontractors to engage in, discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

11. **Termination.** If, during the term of this CONTRACT, CITY determines that CONTRACTOR is not faithfully abiding by any term or condition contained herein, CITY may notify CONTRACTOR in writing of such defect or failure to perform. The notice must give to the CONTRACTOR a ten (10) day period of time thereafter in which to perform said work or cure the deficiency. If CONTRACTOR has not performed the work or cured said deficiency within the ten (10) days specified in the notice, such failure shall constitute a breach of this CONTRACT, and CITY may terminate this CONTRACT immediately by written notice to CONTRACTOR to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under this CONTRACT except, however, any and all obligations of CONTRACTOR'S surety shall remain in full force and effect and shall not be extinguished, reduced, or in any manner waived by the termination hereof. In said event, CONTRACTOR shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received CITY'S Notice of Termination, minus any damages, including liquidated damages if so provided herein, occasioned by such breach. CITY reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the CITY'S sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall CONTRACTOR be entitled to receive in excess of the compensation quoted in its bid.

12. **Insurance.** CONTRACTOR shall, prior to commencing performance hereunder, submit proof of all insurance coverage as required by the Specification or other document incorporated in and made a part of this CONTRACT.

13. **Complete CONTRACT.** This CONTRACT shall constitute the complete CONTRACT between the parties hereto. No verbal agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such verbal agreement, understanding, or representation be binding upon the parties hereto.

14. **Independent Contractor.** It is expressly understood between the parties to this CONTRACT that no employee/employer relationship is intended; CONTRACTOR is an independent contractor.

15. **Time of Performance.** Time is of the essence in this CONTRACT.

16. **Liquidated Damages.** Should the CONTRACTOR fail to complete the project, or any part thereof, in the time agreed upon in the CONTRACT or within such extra time as may have been allowed for delays or extensions granted as provided in the CONTRACT, the CONTRACTOR shall reimburse the CITY for the additional expense and damage for each calendar day that the CONTRACT remains uncompleted after the CONTRACT completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the CONTRACT is the per diem rate \$500 per calendar day. Such amounts are hereby agreed upon as liquidated damages for the loss to the CITY resulting from the failure of the CONTRACTOR to complete the project within the allotted time and to the value of the operation of the works dependent thereon.

It is expressly understood and agreed that this amount is a reasonable amount and is established in lieu of damages which are incapable of calculation at the inception hereof; and this amount is not to be considered in the nature of a penalty. The CITY shall have the right to deduct such damages from any amount due, or that may become due to the CONTRACTOR, or the amount of such damages shall be due and collectible from the CONTRACTOR or the CONTRACTOR'S Surety.

Progress payments made after the scheduled completion date shall not constitute a waiver of liquidated damages.

17. **Conflict of Interest.** Neither CONTRACTOR nor any employees, agents, or subcontractors of CONTRACTOR who will be assigned to this project, to the best of CONTRACTOR'S knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this CONTRACT. Should one party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict, CITY may terminate the CONTRACT immediately for non-performance pursuant to Section 11 herein.

18. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without the prior written consent of the other party, and any such assignment without said consent shall be void.

19. **Authority to Execute Contract.** Both CITY and CONTRACTOR do covenant that each individual executing this CONTRACT on behalf of each party is a person duly authorized and empowered to execute contracts for such party.

20. **Jurisdiction and Venue.** Jurisdiction is in an appropriate court in the State of California and venue lies in Ventura County, and the parties do not consent to arbitration. In the event of any dispute, each party shall bear its own fees and costs (including attorneys' fees). This CONTRACT shall be governed by California law, without regard to conflict of law principles.

21. **Non-Appropriation of Funds.** Payments due and payable to CONTRACTOR for current goods and/or services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY has not appropriated sufficient funds for payment of goods and/or services beyond the current fiscal year, this CONTRACT shall cover only those costs incurred up to the conclusion of the current fiscal year.

22. **Notices.** All written notices required by, or related to this CONTRACT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this CONTRACT shall refuse to accept such mail; the parties to this CONTRACT shall promptly inform the other party of any change of address. All notices required by this CONTRACT are effective on the day of receipt, unless otherwise indicated herein. The mailing address of each party to this CONTRACT is as follows:

CITY	Ronald K. Fuchiwaki/Director Department of Public Works 2929 Tapo Canyon Road Simi Valley, CA 93063 Staff Contact: Emilio Blanco (805) 583-6437
------	--

CONTRACTOR _____

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

Attest:

City of Simi Valley, A Municipal Corporation

Lucy Blanco, City Clerk

By: _____
Keith L. Mashburn, Mayor of the City
of Simi Valley, California

Approved as to Form:

INSERT NAME OF COMPANY HERE

Lonnie J. Eldridge, City Attorney

By: _____
Print Name: _____

Approved as to Content:

Title: _____

Brian Paul Gabler, City Manager

By: _____
Print Name: _____

Jerry Johnson
Deputy Administrative Services Director
(Support Services)

Title: _____

Ronald K. Fuchiwaki
Public Works Director

EXHIBIT A

SCOPE OF WORK

CONTRACT BETWEEN THE CITY OF SIMI VALLEY AND
_____ FOR SIMI VALLEY LANDSCAPE DISTRICT
NO. 1 MAINTENANCE SERVICES CONTRACT A

Schedule I-A: The complete landscape care for the Simi Valley Landscape Maintenance District No. 1 Maintenance Services, Contract "A" (A total of 9 assessment zones approximately 15.42 acres of landscape areas located in the public rights-of-way, including certain landscape easements in areas throughout the City.): comprising the routine weekly maintenance and all appurtenant work as designated in the specifications.

Schedule I-B: The complete landscape care for the Simi Valley Landscape Maintenance District No. 1, Maintenance Services Contract "A" (A total of 25 general fund areas approximately 16.47 acres of landscape areas located in the public rights-of-way, including certain landscape easements in areas throughout the City.): comprising the routine weekly maintenance and all appurtenant work as designated in the specifications.

Schedule I-C: Area to be Maintained: (Fuel Modification Areas) Zone 96A twice a year maintenance and must include fuel modification, rodent (gopher control).

Schedule I-D: Sanitation Plant 640 W. Los Angeles Avenue see attached map for areas of landscape maintenance.

The award of contract will be based on the lowest responsive and responsible bidder for Schedule I-A, I-B, I-C, and I-D. However, Contractor shall perform additional work requested by the City in accordance with the prices quoted by Contractor in Schedule II.

**BOND FOR FAITHFUL PERFORMANCE
BOND NO.**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ hereinafter referred to as "Contractor" as principal, and _____ hereinafter referred to as "Surety," are held and firmly bound unto the City of Simi Valley, California, hereinafter referred to as "City", or "Obligee" in the sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

This condition of the foregoing obligation is such that:

WHEREAS, Contractor has been awarded and is about to enter into the annexed Contract with City for the Simi Valley Landscape District No. 1 Maintenance Services Contract A, Specification No. SV 20-16, and is required by City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations of said Contract to be done and performed at the time and in the manner specified herein, then this obligation shall be null and void one year after date of recordation of Notice of Completion by City of the completed work; otherwise it shall be and remain in full force and effect, and Surety shall cause the Contract to be fully performed or to pay to obligee the cost of performing said Contract in an amount not exceeding the said sum above specified, and shall also, in case suit is brought upon this bond, pay to obligee court costs and a reasonable attorney's fee, to be fixed by the court.

BOND FOR FAITHFUL PERFORMANCE (cont'd)

IT IS FURTHER PROVIDED, that any alterations in the work to be done or the material to be furnished shall not in any way release the Contractor or the Surety thereunder, nor shall any extension of time granted under the provisions of the Contract release either the Contractor or the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____, 2020.

Contractor

By _____

Title _____

By _____

Title _____

Surety

By _____

Title _____

FORM TO ACCOMPANY BOND FOR FAITHFUL PERFORMANCE

STATE OF CALIFORNIA)
COUNTY OF) SS.
CITY OF)

On this _____ day of _____, 2020,
before me, the undersigned, a Notary Public in and for said County and State, residing
therein, duly commissioned and sworn, personally appeared _____,
personally known to be (or proved to me on the basis of satisfactory evidence to be) the
person whose name is subscribed to this instrument; and known to be the _____
of _____ and the same person whose name is
subscribed to the within instrument as the _____
of said _____ and the said _____
duly acknowledged to me that he/she subscribed the name of _____
thereto as Surety and his/her own name as _____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year in the certificate first above written.

Notary Public in and for said
County and State aforesaid.

BOND FOR MATERIAL SUPPLIERS AND LABORERS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ hereinafter referred to as “Contractor” as principal, and _____ hereinafter referred to as “Surety,” are held and firmly bound unto the City of Simi Valley, California, hereinafter referred to as “City”, or “Obligee” in the sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The Condition of the foregoing obligation is such that:

WHEREAS, Contractor has been awarded and is about to enter into the annexed Contract with City for the Simi Valley Landscape District No. 1 Maintenance Services Contract A, Specification No. SV 20-16, and is required by City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if the said principal as Contractor in said Contract or any subcontractor, fails to pay for any materials, provisions, or its other supplies, or items, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney’s fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California.

BOND FOR MATERIAL SUPPLIERS AND LABORERS

IT IS FURTHER PROVIDED, that any alterations in the work to be done or the material to be furnished, which may be made pursuant to the terms of said Contract shall not in any way release either the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either the Contractor or the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____, 2020.

Contractor

By _____

Title _____

By _____

Title _____

Surety

By _____

Title _____

FORM TO ACCOMPANY BOND FOR MATERIAL SUPPLIERS AND LABORERS

STATE OF CALIFORNIA)
COUNTY OF) SS.
CITY OF)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____, Personally known to be (or proved to me on the basis of satisfactory evidence to be) the person whose name is subscribed to this instrument; and known to be the _____ of _____ and the same person whose name is subscribed to the within instrument as the _____ of said _____ and the said _____ duly acknowledged to me that he/she subscribed the name of _____ thereto as Surety and his/her own name as _____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

Notary Public in and for said
County and State aforesaid.

WORKERS' COMPENSATION INSURANCE CERTIFICATE

Section 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

“I am aware of the Provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

By _____

Date: _____

Title _____

By _____

Date: _____

Title _____

General Liability Special Endorsement for the City of Simi Valley

1. ENDORSEMENT NO.	2. ISSUE DATE (MM/DD/YY)
--------------------	--------------------------

3. PRODUCER

TELEPHONE

5. POLICY INFORMATION:

Carrier:

Policy No.:

Policy Period:

COVERAGE TRIGGER Occurrence

LOSS ADJUSTMENT EXPENSE Included in Limits
 In Addition to Limits

4. INSURED

6. Deductible Self-insured Retention (check which) of \$ _____

8. TYPE OF INSURANCE

7. **APPLICABLE.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Simi Valley unless checked here in which case only the following specific agreements and permits with the City of Simi Valley are covered:
CITY AGREEMENTS/PERMITS

GENERAL LIABILITY	
<input type="checkbox"/>	COMMERCIAL GENERAL LIABILITY
<input type="checkbox"/>	COMPREHENSIVE FORM

10. OTHER PROVISIONS

9. COVERAGES	LIABILITY LIMITS IN THOUSANDS \$	
	EACH OCCURRENCE	AGGREGATE
<input type="checkbox"/> PREMISES/OPERATIONS		
<input type="checkbox"/> UNDERGROUND & COLLAPSE HAZARD		
<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS		
<input type="checkbox"/> CONTRACTUAL		
<input type="checkbox"/> INDEPENDENT CONTRACTORS		
<input type="checkbox"/> _____		
<input type="checkbox"/> _____		

11. **CLAIMS:** Underwriter's representative for claims pursuant to this insurance (address and telephone).

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter thereto, it is agreed as follows:

- 12. **ADDITIONAL INSURED.** The City of Simi Valley and its respective boards, districts, officers, agents and employees are included as additional insureds with regard to liability and defense of all claims, lawsuits, liabilities or damages of whatsoever nature arising from the operations and uses performed by or on behalf of the named insured.
- 13. **CONTRIBUTION NOT REQUIRED.** Insurance is primary with respect to any insurance maintained by the City of Simi Valley and shall not call on the City's insurance for contribution.
- 14. **CANCELLATION NOTICE.** With respect to the interests of the City of Simi Valley this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City of Simi Valley addressed as follows: City of Simi Valley, Attn.: Risk Manager, 2929 Tapo Canyon Road, Simi Valley, CA 93063.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

15. CITY DEPARTMENT/BUREAU

CITY OF SIMI VALLEY
2929 TAPO CANYON RD
SIMI VALLEY, CA 93063

16. AUTHORIZED REPRESENTATIVE Broker/Agent Underwriter _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required on copy)

Telephone: () _____ Date signed _____

Automobile Liability Special Endorsement for the City of Simi Valley

1. ENDORSEMENT NO.

2. ISSUE DATE (MM/DD/YY)

3. PRODUCER

5. POLICY INFORMATION:

Carrier:

Policy No.:

Policy Period:

COVERAGE TRIGGER Occurrence

LOSS ADJUSTMENT EXPENSE Included in Limits
 In Addition to Limits

TELEPHONE

4. INSURED

Self-insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. (which)

6. Deductible

7. **APPLICABLE.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Simi Valley unless checked here in which case only the following specific agreements and permits with the City of Simi Valley are covered:
CITY AGREEMENTS/PERMITS

8. COVERAGES

LIABILITY LIMITS IN THOUSANDS \$
EACH OCCURRENCE AGGREGATE

- ANY AUTO
- OWNED AUTOS
- SCHEDULED AUTOS
- HIRED AUTOS
- NON-OWNED AUTOS
- _____
- _____

9. OTHER PROVISIONS

10. **CLAIMS:** Underwriter's representative for claims pursuant to this insurance (address and telephone).

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter thereto, it is agreed as follows:

- 11. **ADDITIONAL INSURED.** The City of Simi Valley and its respective boards, districts, officers, agents and employees are included as additional insureds with regard to liability and defense of all claims, lawsuits, liabilities or damages of whatsoever nature arising from the operations and uses performed by or on behalf of the named insured.
- 12. **CONTRIBUTION NOT REQUIRED.** Insurance is primary with respect to any insurance maintained by the City of Simi Valley and shall not call on the City's insurance for contribution.
- 13. **CANCELLATION NOTICE.** With respect to the interests of the City of Simi Valley this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City of Simi Valley addressed as follows: City of Simi Valley, Attn.: Risk Manager, 2929 Tapo Canyon Road, Simi Valley, CA 93063.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

15. CITY DEPARTMENT/BUREAU

**CITY OF SIMI VALLEY
2929 TAPO CANYON RD
SIMI VALLEY, CA 93063**

16. AUTHORIZED

REPRESENTATIVE Broker/Agent Underwriter _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature
(original signature required on copy)

Telephone: () _____ Date signed _____

CITY OF SIMI VALLEY
DEPARTMENT OF PUBLIC WORKS
MAINTENANCE DIVISION
STANDARD SPECIFICATIONS

FOR

SIMI VALLEY LANDSCAPE DISTRICT NO. 1
MAINTENANCE SERVICES CONTRACT A

SPECIFICATION NO. SV 20-16

CITY OF SIMI VALLEY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
STANDARD SPECIFICATIONS

0-1 **STANDARD SPECIFICATIONS**

Except as hereinafter provided, the provisions of the latest edition of the Standard Specifications for Public Works Construction (SSPWC), and all supplements thereto, prepared and promulgated by the Greenbook Committee of Public Works Standards Inc., formerly the Southern California Chapter of the American Public Works Association and the Associated General Contractors of America, and the following modifications thereto are established as the Standard Specifications for the City. They will be referred to in the Special Provisions as the "Standard Specifications."

0-2 **DELETIONS**

The following sections of the SSPWC are hereby deleted: 3-1 "Assignment", 7.2 "Precedence of the Contract Documents", 6-4.1 "General", 6-9 "Liquidated Damages", 5.4 "Insurance", 7.3.3 "Delivered Materials".

0-3 **NUMBER OF SECTIONS**

The numbering of sections and subsections in these modifications are compatible with the numbering in the SSPWC. The Special Provisions will be numbered as Sections 1000 through 1100.

The replacement sections of those sections deleted from the SSPWC shall have the same numbers as the sections they replaced.

0-4 **ADDITIONS**

The sections which follow either replace sections of like number in the SSPWC, which were deleted in Section 0-2 above, or add material not in the SSPWC.

SECTION 1 – GENERAL

1-2 **TERMS AND DEFINITIONS**

1-2.1 **Additional Definitions**

Acceptance – The formal written acceptance by the City of the completed project.

Addendum – A notice issued to all prospective bidders during the bidding period when the modification of the plans and/or specifications necessary to change, correct, clarify or further define any aspect of the work.

Agency/City – City of Simi Valley.

Approved Equal – or words of the like import refer to a material which has been approved by the City Engineer as similar and equal in all respects and acceptable for use in lieu of the particular materials as specified herein.

Approved, Required, Directed – or words of similar import, refer to and indicate that the work or materials shall be "approved", "required" or "directed" by the City of Simi Valley or its duly authorized representative.

Bid – That document included in the Proposal setting forth the performance prices for the work.

City Council – The body constituting the awarding authority of the City.

Department – Public Works Department, City of Simi Valley.

Due Notice – A written notification, given in due time, of a proposed action where such notification is required by the Contract to be given a specified interval of time (usually 48 hours or two working days) prior to the commencement of the contemplated action. Notifications may be from City to Contractor or from Contractor to City.

Engineer – The City Engineer of the City of Simi Valley.

Laboratory - Any laboratory of a public agency or any recognized commercial testing laboratory approved by the City.

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

Proposal – Includes all those documents, which must be submitted by bidder in order to be awarded the Contract.

1-3 ABBREVIATIONS

1-3.3.1 Institutions

AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGC	Associated General Contractors of America
AISC	American Institute of Steel Construction
APCD	Air Pollution Control District
APWA	American Public Works Association

ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
CAL-OSHA	California Occupational Safety & Health Administration
CITY	City of Simi Valley
CRSI	Concrete Reinforcing Steel Institute
DISTRICT	Ventura County Waterworks District No. 8
IEEE	Institute of Electric and Electronic Engineer
NASSCO	National Association of Sewer Service Co.
NEC	National Electrical Code
NFPA	National Fire Protection Association
RSRPD	Rancho Simi Recreation and Parks District
SSPWC	Standard Specifications for Public Works Construction, latest edition, prepared by the Greenbook Committee of Public Works Standards, Inc., formerly the Southern California Chapters of AGC and APWA
SSS	State of California, Department of Transportation, Standard Specifications, latest edition
VCFCDD	Ventura County Flood Control District
VCTC	Ventura County Transportation Commission
VCWPD	Ventura County Watershed Protection District

SECTION 2 – SCOPE OF THE WORK

2-2 PERMITS

2-2.1 City Encroachment Permit

A City Encroachment Permit is required to work within public right-of-way and such permit will be issued at no cost to the Contractor. Contractor shall comply with all specifications required by said permit.

2-2.2 Caltrans Encroachment Permit

When work is proposed within State of California Department of Transportation right-of-way, the City will obtain an Encroachment Permit. However, after contract award, the Contractor shall obtain and pay for an Encroachment Permit Rider at the State of California Department of Transportation, Permit Section, 100 S. Main Street, Los Angeles, CA 90012. The Contractor will need to show evidence of possessing bonding that meets the requirements of the State of California Department of Transportation. Such bonding costs will be at Contractor's expense.

2-2.3 Other Encroachment Permits

When work occurs in the right-of-way of other entities, the Contractor shall obtain and pay, as required, for an encroachment permit from that entity.

SECTION 3 – CONTROL OF THE WORK

3-1 ASSIGNMENT

The bidder shall not in whole or in part, assign, transfer, convey, or otherwise dispose of the Contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.

3-7 CONTRACT DOCUMENTS

3-7.1.1 Accuracy of Specifications

The specifications and the plans for this project are believed by the City to be accurate and to contain no misrepresentation nor any concealment of any material fact. Bidders are cautioned to undertake an independent analysis of any materials, test data and results, if any, in the specifications. City does not guarantee the accuracy of any interpretations of test data and results contained in the specifications. Bidder and all subcontractors named in the Proposal shall bear sole responsibility for bid errors resulting from misstatements or omissions in the plans and specifications which would have been ascertained by examining either the project site or the test data and results, if any, in the City's possession.

Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of the bidder to inquire prior to bid submission. Failure to so inquire shall cause any such ambiguity to be construed against the bidder and/or a waiver of any defect by the bidder.

An ambiguity or defect shall be considered patent if it is of such a nature that the bidder assuming reasonable skill, ability, and diligence, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subcontractors to notify City in writing of bid specifications or plans defects or ambiguities prior to bid submission shall waive any right to assert said defects or ambiguities subsequent to submission of the bid.

To the extent that these specifications constitute performance specifications, the City shall not be liable for costs incurred by the successful bidder to achieve the project's objective or standard beyond the amounts provided therefor in the bid. In the event that any dispute arises after awarding the bid as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or over any other matter whatsoever, Contractor shall immediately notify City in writing. Contractor and all subcontractors shall continue to perform whether or not the ambiguity or defect is major, material, minor, or trivial, and whether or not a change order, time extension, or additional compensation has been granted by the City. Failure to provide such written notice within one working day of Contractor becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

3-7.3 Bidders Required to Make Investigations

Bidders are required to make their own investigations and their own estimates of the site. It is not intended nor to be inferred that the specifications are or constitute any representation of warranty, express or implied, by the City of Simi Valley or any officer or employee, thereof, that any conditions which may seem to be indicated by the specifications actually exist or are to be relied upon either with reference to site or subsoil conditions, the presence or absence of groundwater, or otherwise. The bidder to whom this Contract is awarded covenants and agrees by execution of the Contract that the specifications do not constitute any warranty or representation, express or implied, respecting actual conditions which will be encountered by the Contractor in performance of the Contract and that the Contractor cannot and does not rely thereon and shall not be relieved of liability under the Contract. Neither the City nor any officer or employee thereof shall be liable to the Contractor as a result of any difference or variance between conditions suggested or seemingly indicated by the specifications of the work or otherwise. It is the overriding purpose and intent of the parties that the Contractor assumes all risks in connection with performance of the work in accordance with the Contract documents regardless of any such difference or variance. The Contractor forever and irrevocably waives, relinquishes and releases any claims, rights, demands, damages, actions and causes of action in connection therewith against the City of Simi Valley and its officers and employees.

3-7.4 Additional Investigations Required

Prior to bid submittal, the bidder must perform an independent site investigation and by the bid represents that the bidder has accomplished and is satisfied as to the result of the investigation required under these Bid Terms and Conditions. In addition thereto, the bidder has investigated all other general and local conditions pertaining to the work to be performed, the site of the work and adjacent and nearby areas, including, but not limited to, those relating to transportation, the disposal, handling and storage of materials, availability of labor, water, electrical power, road and uncertainties of weather, all other physical conditions at and near the site of the work to be performed by the contractor, including the conformation and conditions of the ground, and the character of equipment and facilities needed prior to and during prosecution of the work. The bidder to whom this Contract is awarded covenants and agrees by execution of the Contract that the Contractor neither has nor shall have any claim, demand, action, or cause of action against the City of Simi Valley, or any officer or employee thereof, on account of or in respect to any such conditions, whether or not the same are ascertained or known by the Contractor. It is the sole responsibility of the Contractor to estimate properly the difficulties to be encountered in providing necessary labor, quantities of material, and the cost of successfully performing the Contractor's work in conformity with the Contract documents. Neither the City of Simi Valley nor any officer or employee thereof shall be responsible to the Contractor, nor shall any claim, demand, action or cause of action exist or arise in favor of the Contractor, on account of any oral statement or alleged

representation made by the City of Simi Valley, or any officer or employee thereof, in respect to any of the foregoing matters.

3-12 WORK SITE MAINTENANCE

3-12.2.1 Additional Air Pollution Control Requirement

The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 et. seq.) as amended. Violations will be reported to the appropriate authorities.

Dust control shall be maintained at all times. Visible dust with speeds up to 20 miles per hour may be cause for job site shut down. Gusts in excess of 20 miles per hour shall be cause for job site shut down.

3-12.7 Sound Control Requirements

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

Each internal combustion engine used for any purpose 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 such muffler.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 7:00 a.m., shall not exceed a maximum of 50 dba at a distance of 50 feet from the source. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating the noise level.

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

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

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.4 No Waiver of Legal Rights

The City shall not be precluded or be stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor from showing the true amount and character of the work

performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate, or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the Contract.

The City shall not be precluded or stopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or Surety, or both, for such damage as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract.

Neither the acceptance by the Engineer or by the Engineer's representative nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any portion of the Contract or of any power herein reserved or of any right to damages.

A waiver of any breach of the Contract shall not be held to be a continuing waiver or a waiver of any other or subsequent breach.

3-13.5 Non-Complying Work

Neither the final payment nor any provision in the Contract documents, nor partial or entire occupancy of the premises by the City, nor recordation of Notice of Completion by City shall constitute an acceptance of work not done in accordance with the Contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

SECTION 4 – CONTROL OF MATERIALS

4-6 TRADE NAMES

No "approved equal" material shall be used in any of the work unless approval to use same is first obtained in writing from the City Engineer. The City reserves the right to reject any and all materials, either before or after installation that are not as specified or approved by the City Engineer in writing. In all cases where propriety articles are specified, it is the intent of these specifications to permit the use of approved equals, unless specifically prohibited. Requests for "approved equal" status for proposed substitutions shall be submitted within fifteen (15) days after the award of the Contract. Such requests shall include substantiating data and the proposed credit to the Contract price for the use of such substitution, should it be approved.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-4 INSURANCE

Insurance - The Contractor shall meet the following provisions (Sections 1 through 7) relating to insurance coverage.

1. General Conditions - Without limiting the Contractor's indemnification of City, Contractor shall provide and maintain at its own expense the insurance listed under Section 5 (Evidence of Coverage) covering its operations, subject to the following conditions:
 - a) The City, its Boards, Officers, Agents, and Employees shall be included as additional insureds in all liability insurance policies and endorsements thereto except for Workers' Compensation and Professional Errors and Omissions. The City shall be named Loss Payee as its interest may appear in all property insurance.
 - b) Such insurance shall be primary with respect to any insurance maintained by City and shall not call on City's insurance for contributions.
 - c) With respect to the interests of the City, the Contractor's insurance shall not be canceled nor reduced in coverage or limits until after thirty (30) days written notice shall have been sent by certified mail (return receipt requested) to the City of Simi Valley, Department of Public Works, 2929 Tapo Canyon Road, Simi Valley, California 93063, and shall contain an unequivocal clause so stating.
 - d) A City approved endorsement or certified copy of insurance policies providing coverage shall be submitted to and approved by the City's Risk Manager prior to commencement of any work or tenancy.
2. Workers' Compensation - The Contractor shall procure and maintain during the life of the contract workers' compensation insurance or a valid certificate of consent to self-insure for all its employees engaged on or at the site of the project. In case any of the work is sublet the Contractor shall require all subcontractors to similarly provide workers' compensation insurance for all the latter's employees unless such employees are covered by protection afforded by workers' compensation insurance carried by the Contractor.

By submitting a bid pursuant to these specifications, Contractor hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation.

3. Aggregate Limits/Blanket Coverage - If any of the required insurance coverages contain aggregate limits or apply to other operations or tenancy of the Contractor outside these specifications, Contractor shall give City prompt, written notice of any incident, occurrence, claim, settlement or judgment against that insurance which may diminish the protection that such insurance affords the City. Contractor shall further take immediate steps restoring such aggregate limits or shall provide other insurance protection for such aggregate limits.

4. Modification of Coverage - The City reserves the right at any time during the term of any contract executed with the Contractor pursuant to these specifications (Contract) to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) days written notice. If such change results in a premium increase in excess of ten (10%) percent to Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to the City.

5. Failure to Procure or Maintain Insurance - Contractor's failure to procure or maintain required insurance program shall constitute a material breach of contract under which the City may immediately terminate the Contract or, at its discretion, procure or renew such insurance to protect the City's interests and pay any and all premiums in connection therewith, and recover all monies so paid from Contractor, or deduct all monies so paid from payments due Contractor.

6. Underlying Insurance - Contractor shall be responsible for requiring indemnification from its employees receiving mileage allowance, consultants, agents, and subcontractors, if any, to protect the City's interests and shall be responsible for ensuring that such persons comply with any applicable insurance statutes. Contractor is encouraged to seek professional advice in this regard.

7. Evidence of Coverage - Evidence of coverage (as checked below) having as a minimum the limits shown must be submitted and approved prior to commencement of work or any tenancy. Amounts shown are Combined Single Limit (CSL). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

<u>Description</u>	<u>Limits</u>
<input checked="" type="checkbox"/> Workers' Compensation	Statutory
<input type="checkbox"/> Employer's Liability	\$1,000,000
<input type="checkbox"/> Waiver of Subrogation	
<input checked="" type="checkbox"/> General Liability (must be written on an Occurrence Form)	\$2,000,000
<input type="checkbox"/> Premises and Operations	
<input type="checkbox"/> Contractual Liability	
<input type="checkbox"/> Independent Contractors	
<input type="checkbox"/> Products/Completed Operations	
<input type="checkbox"/> Broad Form Property Damage	
<input type="checkbox"/> Personal Injury	
<input type="checkbox"/> Broad Form Liability Endorsement	
<input type="checkbox"/> Explosion Hazard	
<input type="checkbox"/> Collapse/Underground Hazard	
<input checked="" type="checkbox"/> Automobile Liability (must be written on an	

Occurrence Form)
 (X) Owned Automobiles
 (X) Nonowned/Hired Automobiles

\$2,000,000 CSL

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-4 DELAYS AND EXTENSIONS OF TIME

6-4.1 General

If the Contractor is obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, or by fire, earthquake, or any other act of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor.

6-6 SUSPENSION OF THE WORK

6-6.3 Temporary Suspension of Work

If suspension of work is ordered, Contractor shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through the construction for use by public traffic during the period of such suspension. In the event that the Contractor fails to perform the work above specified, the City will perform such work and the cost thereof will be deducted from monies due or to become due the Contractor.

If the Engineer orders a suspension of all of the work or a portion of the work, due to unsuitable weather or to such other conditions as are considered unfavorable to the suitable prosecution of the work, the days on which the suspension is in effect shall not be considered working days.

If a portion of work at the time of such suspension is not a current controlling operation or operations, but subsequently does become the current controlling operation or operations, the determination of working days will be made on the basis of the then current controlling operation or operations.

If a suspension of work is ordered by the Engineer due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the Contract, the days on which the suspension order is in effect shall be considered working days if such days are working days.

SECTION 7 - MEASUREMENT AND PAYMENT

7-6 FINAL PAYMENT

All measurements and payments shall be in accordance with the provisions of Section 7 of the SSPWC, "Measurement and Payment." The items of work for the project are shown in the Proposal and consist of unit price and lump sum items for payment. It is the intent of these specifications that the cost of all work shown or specified on the plans, but not specifically included in a unit price or lump sum item, shall be considered as being included in the amounts bid for the various items in the Proposal.

7-7 TERMINATION OF CITY LIABILITY

Prior to receiving final payment, the Contractor shall execute a "Release on Contract" form which shall operate as, and shall be, a release of the City, the City Council and each member of the Council and their agents, from all claims and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act of neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if there be any, of the amounts kept or retained as provided in sub-section 7-3.2 of the SSPWC "Partial and Final Payment", and except for any unsettled claims listed on said form which have been filed in compliance with the requirements for making claims. A payment of \$1.00 will be made to the Contractor for executing this document.

7-8 AFFIDAVIT OF PAYMENT

Another requirement prior to receiving the final payment is that the Contractor shall file with the City Engineer the completed attached affidavit sworn to before a Notary Public stating that all workers and persons employed, all firms supplying materials and all subcontractors upon the project, have been paid in full, and that there are no bills outstanding against the project for either labor or materials except certain items, if any, to be set forth in such affidavit, covering disputed claims or items in connection with which Notices to Withhold have been filed under the provisions of the Code of Civil Procedure. The filing of such notarized affidavit by the Contractor is required before the City makes final payment on the Contract.

SECTION 402 - UTILITIES

402-7 SCOPE OF WORK

Work shall conform to the provisions in Section 402 of the SSPWC. Manhole covers, water valve covers and grates of existing facilities will be adjusted to grade by the respective utility companies if such facilities are not included in the Contract. The Contractor shall cover grates with material suitable for preventing any paving material from passing through the grate. The Contractor shall mark the location of all existing covers by inscribing a cross in the new pavement or overlay. The cross mark shall be clear and legible after final rolling.

The Contractor shall remove extraneous material from the interior and exterior of manholes, valve boxes, storm drains, gutters or other facilities. Covers which are partially exposed shall be cleaned to the satisfaction of the Engineer.

Immediately prior to placing asphalt emulsion, the Contractor shall wrap all utility covers in a 3 mm plastic bag. The Contractor shall take care not to allow asphalt emulsion to run onto the covers. Diesel fuel application to the covers will not be allowed.

The Contractor shall contact the respective utility companies and other agencies listed below forty-eight (48) hours prior to starting any work on each road by which those companies are affected.

To make sure that all utility companies are aware of the proposed work, the Contractor shall notify the Underground Service Alert Office (South USA) by calling 1-800-422-4133 at least two working days prior to the start of any resurfacing work.

If the Contractor, while performing work pursuant to the Contract, discovers utility facilities not identified correctly or omitted in the Plans or Specifications by the City, the Contractor shall immediately notify the City and utility owner in writing.

Payment for costs incurred in protecting utility vaults, manholes, valve boxes, including the requirements pursuant to this section, shall be included in the prices bid for other items of work and no additional compensation will be allowed therefor.

UTILITY/AGENCIES TELEPHONE CONTACT LIST

AT&T (805) 583-6559	RANCHO SIMI RECREATION AND PARK DISTRICT (805) 584-4400
AT&T LONG DISTANCE FIBER OPTIC (704) 963-7964	SIMI VALLEY UNIFIED SCHOOL DISTRICT (805) 306-4500
CALIFORNIA HIGHWAY PATROL (805) 654-4710 (4571)	SOUTHERN CALIFORNIA GAS CO. (818) 701-3468
CALLEGUAS MUNICIPAL WATER DISTRICT (805) 526-9323	SPECTRUM (805) 732-8160
CENTURYLINK (800) 244-1111	SPRINT NEXTEL (949) 842-9315
CITY ENGINEER (805) 583-6786	UNDERGROUND SERVICE ALERT 1-800-422-4133 OR 811
CITY POLICE DEPARTMENT (805) 583-6950	UNION PACIFIC RAILROAD (800) 336-9193
CITY SANITATION DIVISION (805) 583-6455	

CITY TRAFFIC ENGINEER
(805) 583-6786

U.S. POST OFFICE
(805) 526-9819 OR (800) 275-8777

CITY TRANSIT DIVISION
(805) 583-6456

VENTURA COUNTY FIRE DEPARTMENT
(805) 389-9738, ext. 1

CRIMSON PIPELINE
(805) 525-6312

VENTURA COUNTY SHERIFF
(805) 494-8200

EDISON INTERNATIONAL COMPANY
(805) 494-7013

VENTURA COUNTY WATERSHED
PROTECTION DISTRICT
(805) 378-3033

EQUILON CORPORATION
(310) 816-2063

VENTURA COUNTY WATERWORKS
DISTRICT NO. 8
(805) 583-6076

GOLDEN STATE WATER COMPANY
(805) 527-9393

VERIZON
(909) 421-3312 or (909) 421-3316

MED TRANS AMBULANCE
(805) 495-4666

WASTE MANAGEMENT
(805) 522-9400 EXT. 4360

CITY OF SIMI VALLEY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
SPECIAL PROVISIONS

FOR

SIMI VALLEY LANDSCAPE DISTRICT NO. 1
MAINTENANCE SERVICES CONTRACT A

SPECIFICATION NO. SV 20-16

**SPECIAL PROVISIONS
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SECTION 1000
SPECIAL CONDITIONS

1000-1 **STANDARD SPECIFICATIONS**

As indicated in Subsection 0-1, the current edition of Standard Specifications for Public Works Construction (SSPWC), have been established as the Standard Specifications by the Engineering Division of the Public Works Department. These specifications will prevail as the basic Standard Specifications for this project, except as otherwise specifically noted in the Special Provisions when reference is made to the State Standard Specifications.

Appendices A through K attached hereto are considered a part of these Special Provisions.

1000-2 **INVESTIGATION OF SITE CONDITIONS**

Bidders are urged to visit the project sites to conduct their own investigations as to the existing conditions affecting the work to be accomplished and their maintenance obligations under these specifications. If the bidder chooses not to visit the site or conduct investigations, the bidder shall be responsible for the knowledge of all existing conditions, which reasonable inspection and investigation would have disclosed.

1000-3 **START OF CONTRACT**

The necessary bonds and insurance certificates shall be submitted to the City within 10 days of the contract award. The date of the award of contract constitutes the start of contract. The Notice to Proceed constitutes the Contractor's authority to enter upon the work sites and begin operations.

1000-4 **TIME OF COMPLETION**

The Contractor shall complete the work including punch list items (if applicable), prior to the expiration date of the contract.

1000-5 **CITY ENCROACHMENT PERMIT AND CITY BUSINESS TAX**

The Contractor is required to obtain and keep current a no-fee Encroachment Permit. A Business Tax Receipt from the City prior to commencing any work under this Contract.

1000-6 SCRRA/METROLINK ENCROACHMENT PERMIT

The Contractor is required to obtain an Encroachment Permit from the Southern California Regional Rail Authority (SCRRA)/Metrolink prior to commencing any work in SCRRA/Metrolink right-of-way.

1000-7 CALTRANS PERMIT

The Contractor is required to obtain an Encroachment Permit from the State of California Department of Transportation (Caltrans) prior to commencing any work in the Caltrans right-of-way.

1000-8 MEASUREMENT AND PAYMENT

No separate payment will be made for work performed or for compliance with the requirements outlined in this Section, "Special Conditions". Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid in the Bid Schedules, and no additional compensation will be allowed therefor.

SECTION 1001

SPECIAL CONSTRUCTION REQUIREMENTS1001-1 **MOBILIZATION**

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, supplies, and incidentals to the project sites, and for all other work operations which must be performed, or costs incurred, prior to beginning work on the various contract items on the project sites.

1001-2 **STORMWATER POLLUTION CONTROL PLAN**

One week prior to Commencement of Project, the Contractor shall submit to the Maintenance Superintendent for review, a Stormwater Pollution Control Plan (SWPCP) addressing the requirements of Section 1003, and a spill response plan addressing the requirements of Section 1003-4. A notice to proceed will not be issued, until a Stormwater Pollution Control Plan is approved.

1001-3 **NOTICE TO AREA PROPERTY OWNERS/BUSINESS OWNERS/RESIDENTS**

The Contractor shall notify all adjacent residents and businesses of pending tree/shrub, major landscape maintenance as determined by the Landscape Inspector, or repair work using "door knob type" Notices approved by the Maintenance Superintendent within 48 hours. These Notices shall describe the impending work, and shall be worded generally as shown in the Appendix "B" of these Special Provisions. Notices shall identify dates and stages and type of work.

Special consideration shall be given to multi-family complexes and other high-density uses and businesses. Provisions shall be made for the urgent needs for medical, fire, and police services.

1001-4 **REMOVAL OF MATERIALS**

All materials which are to be disposed of, including but not limited to, saw-cut concrete and asphalt concrete pavement, asphalt grindings, miscellaneous concrete, excess excavated earth and base material, tree, shrub and lawn trimmings, and other extraneous materials and debris, shall be removed immediately from the project sites. This includes the Landscape District No. 1 detention basins. No overnight storage of materials or debris will be allowed in the street or surrounding areas. The Contractor shall dispose of said materials at an approved landfill or disposal site at the Contractor's expense, or arrange to be recycled as each circumstance justifies.

1001-5 EQUIPMENT AND MATERIALS STORAGE

The Contractor shall arrange for and maintain secure storage site(s) for all equipment and materials. All equipment and unused materials shall be returned to this site(s) at the end of each workday. Maintenance equipment, vehicles, and materials shall not be placed or parked in front of or within shopping centers and other business establishments.

1001-6 WORK BEYOND PUBLIC RIGHT-OF-WAY

All landscape facilities proposed to be maintained for this project, per the Plans, are physically owned by the City, located within the public right-of-way, or within a public easement. Should the Contractor, however, require or desire temporary work areas and facilities beyond and outside of the public rights-of-way, the Contractor shall make arrangements, pay for, and assume all responsibility for acquiring, using, disposing, and restoring of temporary work areas and facilities. The Contractor shall notify the City in advance of any such action. The Contractor shall indemnify and hold the City harmless from all claims for damages caused by such actions.

1001-7 PROTECTION OF EXISTING IMPROVEMENTS

During the performance of the proposed maintenance services contract, extreme care shall be exercised to protect existing public and private property improvements, such as concrete and block walls, hardscape, fences, walks, brick planters, curbs, valves, asphalt, irrigation lines, irrigation valve boxes, landscaping, garden lights, utility meters, drainage structures, posts, signs, garden walls, mailboxes, etc. The protection of existing improvements in place may require shoring and/or bracing depending upon the condition of the facilities. Repair and/or replacement of any facilities damaged and/or removed by the Contractor that are to remain, shall be at the expense of the Contractor.

1001-8 DUST AND NOISE CONTROL

The Contractor shall provide the means to prevent dust, grit, excessive noise, and other waste products from becoming a nuisance in and around the work areas. The Contractor shall take such steps, with the approval of the Maintenance Superintendent, to reduce or eliminate such nuisance. The Contractor is required to control dust during the entire contract period.

If the Contractor fails to control dust, grit and other waste products in accordance with these contract specifications, the City may cause such action to be taken by other City contracted work force or by City staff, and shall deduct the cost thereof from the Contractor's monthly payment.

1001-9 MAINTENANCE OF EXISTING DRAINAGE SYSTEM

The Contractor shall maintain the existing drainage system within the streets, project sites, and the adjacent private property, if affected, during the entire duration of the work performed. This item shall include erosion control as applicable, and protection to

prevent flooding of private or public property. All drains catch basins, grates, crack caulking and basic hardware replacement with equal or better materials is required, and must be maintained free of debris and maintained fully operational for service intended. The Contractor shall employ Best Management Practices (BMP) as defined in requirements of Section 1003.

1001-10 MEASUREMENT AND PAYMENT

No separate payment will be made for work or other features as required and outlined in this Section, "Special Construction Requirements." Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid in the Bid Schedules, and no additional compensation will be allowed therefor.

SECTION 1002

**TRAFFIC CONTROL, CONSTRUCTION SIGNING
AND TRAFFIC MAINTENANCE**1002-1 GENERAL

Traffic control, construction signing and traffic maintenance shall consist of all traffic control involved in the Contractor's operations as required by these Specifications. Traffic control shall be in accordance with the most current edition, Work Area Traffic Control Handbook (Watch Book). Nothing in these Specifications shall be construed as relieving the Contractor from his/her responsibility. All measurement and payment clauses of the stated manual are hereby deleted and modified herein.

1002-2 CONSTRUCTION - TRAFFIC CONTROL DEVICES

Construction signing shall consist of furnishing, installing, maintaining, and removing construction signs, barricades, and arrow boards in accordance with the current edition, Watch Book. The required traffic control system shall be installed prior to starting work at each location and shall not be removed until all work has been completed. The Contractor shall post and maintain all necessary construction signs and flaggers.

The Contractor shall furnish, erect, maintain and remove when no longer necessary traffic control devices including fences, traffic cones and barriers, when and where it may be necessary to do so, in order to give adequate warning to the public of conditions resulting from the Contractor's operations and to guide traffic through or around the work areas. If the Contractor's operations interfere with existing traffic, and regulatory measures and traffic control devices are not adequate to safely control traffic, or if the nature of the work requires additional control, the Contractor shall provide experienced flaggers to perform the function of traffic control. While on duty, flaggers shall be properly attired and equipped. If in the opinion of the Maintenance Superintendent, the Contractor fails to adequately control the flow of traffic, the City Police will be engaged to safely direct the vehicular traffic. Such added cost will be at the expense of the Contractor.

The Contractor shall place and maintain barricades at each end of and along an excavation, obstruction, or other restrictive condition and at appropriate distances, the length thereof. In addition, flashers or other approved warning devices shall be placed at the same intervals/locations as the barricades and shall be illuminated from sunset each day until sunrise of the following day.

1002-3 TRAFFIC MAINTENANCE

The Contractor shall cooperate with the Maintenance Superintendent relative to handling traffic through all work areas, and shall make his/her own arrangements relative to keeping the project sites clear of parked vehicles, and in maintaining clear and continuous access to adjacent properties.

The Contractor shall provide for controlled pedestrian crossings through the work areas. Crossings shall provide pedestrians the means of passing over or through the work without endangering pedestrian safety, and to redirect and/or close the sidewalk for

short periods of time as arranged in advance with the Public Works Landscape Inspector.

The Contractor's equipment and materials, and personal vehicles of the Contractor's employees, shall not be parked on a designated traveled way.

When material excavated for substructure construction is placed adjacent to the trench or excavation, it shall be placed in such manner as to economize space and minimize interference with vehicular and pedestrian traffic. If necessary, such material shall be confined by suitable bulkheads or other devices. If the street is not of sufficient width to hold excavated material without using part of an adjacent walkway, a passageway at least one-half the width of such walkway shall be kept open at all times.

If the Contractor fails to promptly provide traffic control devices as required under this Section, the City may issue a Non-Compliance or shut down the operation until such time that proper traffic control can be provided. Liquidated damages may apply.

1002-4 PUBLIC RELATIONS AND ACCESS

The Contractor shall conduct his/her operations so as to minimize inconvenience to the public vehicular traffic. Access to adjacent residences and businesses must be considered and respected at all times. Steps to accommodate the ingress and egress to these adjacent properties must be implemented, especially during the morning and late afternoon peak traffic periods. The Contractor shall have under construction no greater amount of work than is demonstrated that the Contractor can handle properly with due regard for the rights of the public.

1002-5 RESTRICTIONS ON CLOSURE OF STREETS AND TRAFFIC LANES

All lane closures must be authorized in advance by the Engineer or his designated representative. No lane closures prior to 9:00 a.m., or after 3:00 p.m. Monday through Friday and no weekends or City holidays are allowed without advanced written authorization by the City.

The Contractor shall at all times provide a minimum of one traffic lane in each direction. Each lane shall have a minimum width of twelve feet and clearance of two feet to curbs, barricades, or other vertical obstruction, and four feet to open excavations. Such traffic shall be routed onto new or existing paved surfaces.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, and any day designated by the City as a legal holiday. The Contractor shall make every practical effort to restore all travel lanes at the end of each working day.

1002-6 MEASUREMENT AND PAYMENT

No separate payment will be made for work or other features as required and outlined in this Section, "Traffic Control, Construction Signing and Traffic Maintenance."

Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices for other applicable items of work, and no additional compensation will be allowed therefor.

SECTION 1003

STORMWATER POLLUTION CONTROL1003-1 **DESCRIPTION**

The Contractor shall take all necessary steps to prevent or reduce discharge of pollutants to the maximum extent practicable (MEP) from the work areas to the City storm drain system utilizing the following minimum Best Management Practices (BMPs) listed and any other prevention measures necessary:

- Maintain clean work areas through good housekeeping measures and regular clean-up and disposal of all debris, storage materials, saw-cut slurry, waste, etc. (BMPs: SC-11, SC-71, and SC-73)
- Eliminate discharge of sanitary wastewater/septic waste to storm drain system by providing convenient and well-maintained facilities, and regular service and disposal. (BMP: SC-11)
- Manage and operate all vehicles and equipment in a manner to prevent leaks and spills. (BMPs: SC-11, SC-20, SC-21, and SC-22)
- Use BMPs to control and prevent the discharge of:
 - Soil sediments
 - Fertilizers, chemicals, and pesticides
 - Concrete and mortar waste
 - Asphalt and bituminous materials
 - Chemicals from treated wood products
 - Paints, solvents, adhesives, and cleaning solutions
 - Trimmings and garden chemicals
 - Construction water from collecting and transporting pollutants
 - Saw-cut slurry materials
 (BMPs: SC-11, SC-34, SC-41, and SC-73)
- Use proper BMPs to prevent pollution of the storm drain system during import, export, stockpiling, and spreading or grading of earthwork materials. (BMP: SC-33)

See Appendix "L" for the above listed Best Management Practices (BMPs). Other BMPs are available from Public Works upon request.

1003-2 **VENTURA COUNTY MUNICIPAL SEPARATE STORMWATER SEWER SYSTEM PERMIT REQUIREMENTS**

The City's Municipal Separate Storm Sewer Permit requires the following BMPs be adhered to at all times. The following are page numbers from the Stormwater Quality

Handbook, and are typical examples from the Caltrans “Stormwater Quality Handbook” that relate directly to this project:

<u>SECTION/DESCRIPTION</u>	<u>PAGE</u>
A. Litter/Debris/Graffiti	
• Sweeping Operation	B-32
• Litter and Debris Removal	B-33
B. Landscaping	
• Chemical Vegetation Control	B-37
• Manual Vegetation Control	B-39
• Landscaped Mechanical Vegetation Control/Mowing	B-40
• Landscaped Tree and Shrub Pruning, Brush Chipping, Tree and Shrub Removal	B-41
• Irrigation Line Repairs	B-42
• Irrigation (watering), Potable and Nonpotable	B-43
C. Management and Support	
• Building and Grounds Maintenance	B-80
• Storage of Hazardous Materials (working stock)	B-82

(Note: See Appendix “K” for above referenced handouts)

- Integrated Pest Management (IPM)

Contractor shall implement an Integrated Pest Management (IPM) program which includes the following:

1. Pesticides are used only if monitoring indicates they are needed according to established guidelines.
2. Treatments are made with the goal of removing only the target organism.
3. Pest controls are selected and applied in a manner that minimizes risks to humans, pets, animals in general, beneficial, non-target organisms, and the environment.
4. Its use of pesticides, including organophosphates and pyrethroids do not threaten water quality.
5. Quantify pesticide use by its staff and hired contractors. Submit an annual inventory of pesticide use to City for the period July 1 through June 30 of each year. Inventory to be submitted by August 15 of each year.

Contractor shall implement the following requirements:

1. Use of standardized protocol for the routine and non-routine application of pesticides (including pre-emergents) and fertilizers.
2. Ensure no applications of pesticides or fertilizers are applied to an area immediately prior to, during, or immediately after a rain event, or when water is flowing off the area.
3. Ensure that no banned or unregistered pesticides are stored or applied.
4. Ensure that all staff applying pesticides are certified in the appropriate category by the California Department of Pesticide Regulation, or are under the direct supervision of a Pesticide Applicator certified in the appropriate category.
5. Implement procedures to encourage the retention and planting of native vegetation to reduce water, pesticide, and fertilizer needs.
6. Store pesticides and fertilizers indoors or under cover on paved surfaces or use secondary containment.
 - (a) Reduce the use, storage, and handling of hazardous materials to reduce the potential for spills.
 - (b) Regularly inspect storage areas.
7. Comply with provisions and the monitoring requirements for application of aquatic pesticides to surface water (WQ Order No. 2004-0008-DWQ).

If you have any specific stormwater related questions on the above subject matter, please contact the following City staff representative: Kay Allen, Environmental Compliance Program Coordinator at (805) 583-6424.

1003-3 CONTRACTOR TRAINING

- A. Each fiscal year, prior to June 30th, the Contractor and any of the Contractor's personnel in targeted positions (whose interactions, jobs, and activities affect stormwater quality), who use or have the potential to use pesticides or fertilizers, or who are responsible for identifying and remediating illicit/illegal connections and/or illicit/illegal discharges, shall be trained on the requirements of the overall stormwater management program to:
 1. Promote a clear understanding of the potential for activities to pollute stormwater.
 2. Identify opportunities to require, implement, and maintain appropriate BMPs in their line of work.

Documentation of training must be submitted to City immediately after training.

1003-4 SPILL RESPONSE REQUIREMENT

Contractor shall provide within the first 45 days a written health and safety plan that includes at a minimum:

- Key personnel and responsibilities.
- Job hazard evaluation.
- Hazard assessment summary.
- Employee training.
- Personnel protective equipment.
- Site controls, work zones and security measures.
- General safe practices.
- Emergency response and information.
- Spill response planning.
- Community exposure control.
- Decontamination.

1003-5 MEASUREMENT AND PAYMENT

No separate payment will be made for work or other features as required and outlined in this Section, "Stormwater Pollution Control." Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid in the Bid Schedules, and no additional compensation will be allowed therefor.

SECTION 1004

CITY WATER CONSERVATION PROGRAM1004-1 **DESCRIPTION**

The Contractor shall take all necessary steps to ensure compliance with the City of Simi Valley Water Conservation Program, Municipal Ordinance No. 1142 (Appendix J), incorporated into the Simi Valley Municipal Code, Title 6, Chapter 11, Article 2, City Water Conservation Program. The purpose of this Article is to establish a Water Conservation Program that will reduce water consumption within the City through conservation, enable effective water supply planning, assure reasonable and beneficial use of water, prevent waste of water, and maximize the efficient use of water within the City to avoid and minimize the effect and hardship of water shortage to the greatest extent possible.

The following requirements of the City Water Conservation Program Ordinance are effective at all times and are permanent. Violations will be considered waste and an unreasonable use of water. The Contractor shall provide Water Conservation Program training and shall submit monthly records along with an invoice for services, and a log recording irregular water use resulting from such occurrences as main line water breaks, lateral line breaks, stuck valves, and/or broken heads.

(a) **Limits on Watering Hours:** Watering or irrigating of lawn, landscape, or other vegetated area with potable water is prohibited between the hours of 9:00 a.m. and 5:00 p.m. on any day, except by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system. This provision shall not apply to commercial nurseries, and irrigation systems using smart controllers.

(b) **Limit on Watering Duration:** Watering schedules for lawn, landscapes, and other vegetated area will be regulated by and set by City staff. Under no circumstances will the Contractor be allowed to adjust the water schedule without the written consent and approval by the Maintenance Superintendent.

(c) **No Excessive Running Water Flow or Runoff:** Watering or irrigating of any lawn, landscape, or other vegetated area in a manner that causes or allows excessive running water flow or runoff onto an adjoining sidewalk, driveway, street, alley, gutter, or ditch is prohibited.

(d) **No Washing Down Hard or Paved Surfaces:** Washing down hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, tennis courts, patios, or alleys, is prohibited except when necessary to alleviate safety or sanitary hazards, and then only by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off device, a low volume, high-pressure cleaning machine equipped to recycle any water used, or a low-volume high-pressure water broom.

(e) **Obligation to Fix Leaks, Breaks or Malfunctions:** Excessive use, loss or escape of water through breaks, leaks, or other malfunctions in the water user's plumbing or distribution system for any period of time after such escape of water should have reasonably been discovered and corrected, and in no event more than 72 hours after receiving notice from staff or Ventura County Waterworks District No. 8 or Golden State Water Company, is prohibited.

The City Water Conservation Program Ordinance is available by visiting www.simivalley.org/municipalcode. To learn more about water conservation, visit www.simivalley.org/waterconservation. For inquiries, call the Water Conservation Hotline at (805) 583-6420 or e-mail waterconservation@simivalley.org.

1004-2 MEASUREMENT AND PAYMENT

No separate payment will be made for work performed or for compliance with the requirements outlined in this Section, "Water Conservation Program". Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid in the Bid Schedules, and no additional compensation will be allowed therefor.

SECTION 1005

LANDSCAPE MAINTENANCE REQUIREMENTS1005-1 **GENERAL SERVICES**

Contracted services may include, but not be limited to the following: mowing and edging, irrigating landscaped areas, use and application of fertilizers; herbicides; and pesticides to manage weeds; pests; and control of plant disease(s), pruning of trees; shrubs; and groundcover, turf aerification; trash and debris control; repair and maintenance of irrigation systems, replacement of plant materials, tree staking, placement of mulch, immediate reporting of vandalized landscape areas and/or safety hazard(s), related Integrated Pest Management (IPM) methods and practices and related Best Management Practices, weekly site inspections and weekly contract inspections.

The Contractor shall provide all the labor, materials, personal safety equipment, equipment, tools, services, and special skills necessary for the performance of this Contract, including young tree management and plant health care.

1005-2 **GENERAL WORK REQUIREMENTS**

The prescribed work as specified herein shall be performed and supervised by a Landscape Maintenance Contractor firm, licensed by the State of California with a Class C27 Landscaping, a Qualified Applicator License, insured, bonded, and registered to do business in the City of Simi Valley. It is the Contractor's responsibility, without specific direction from the Landscape Inspector, (except as otherwise directed or specified herein), to ensure all work is being performed and work areas are being maintained as specified herein.

Upon commencement of work under this Contract, the Contractor shall have fully trained, skilled, and competent employees, who can safely operate power equipment, prune trees, shrubs and groundcover to the American National Standards Institute (ANSI), A-300 standards. There must be a minimum of one full time employee and/or Contractor's Maintenance Supervisor and a Certified Pest Control Applicator to oversee the complexities of this Contract, and who is thoroughly familiar with the Contract requirements and prepared to direct and assure all services specified are in compliance with these specifications. Failure to provide contractual services from the first day of work under this Contract may result in liquidated damages.

All work shall be performed in a professional manner using these specifications, the most current University of California Cooperative Extension and/or National Professional Organization Standards, utilizing quality equipment, materials, and highly trained staff. The Contractor shall be required to maintain a Daily Activities Log, to communicate daily with City staff and provide daily briefings to ensure a high level of performance of the Contract, and shall have a 24 hour, 7-days a week emergency

phone number where he/she can be reached with no more than a thirty (30) minute delay in call back time.

The Contractor shall provide necessary tools, equipment and vehicles for use by Contractor's employees for purposes of conducting work as specified herein. The vehicles shall be clearly identifiable, with company logos/decals of adequate size, and readable from 100 feet. One decal each must be placed on the exterior right and left front door panels of each vehicle, with the Contractor's name, address and phone number legible. Each vehicle must also be mechanically sound, with a clean and neat appearance, and meet all California Vehicle Code requirements. This includes all pest control application equipment and water hauling vehicles. All of the Contractor's vehicles are subject to random inspections by the Simi Valley Police Department.

The project sites shall be properly maintained at no less than the frequencies set forth herein. The Contractor shall provide daily (Monday through Friday) landscape and grounds maintenance services, and emergency after hours, and weekend coverage/repairs or services as necessary, and all other work necessary to maintain the project sites in a safe, well-kept and usable condition while maintaining the plant material in good condition with horticultural acceptable growth and color. This work shall include, but is not limited to selective pruning, plant removals, structure pruning of trees, shrubs, inspections, soil tests, plant tissue tests, fertilization, cultivation, weed control, control of all plant diseases and all pests including termites within maintenance site, sweeping, maintenance and repairs of irrigation systems and drainage systems including natural drainage features on the project sites, pet station servicing, removal of trash and litter, plant replacement, light fixture maintenance/repair, ornamental split rail fencing maintenance and repair, and drinking fountain and ornamental fountain maintenance and repair. Whenever work on Saturdays, Sundays, or holidays are requested, a 48-hour advance approval must be obtained from the City's Maintenance Superintendent, along with a schedule of proposed work. There will be no additional cost to the City for weekend work elected by the Contractor.

During the course of the Contract, other activities and operations may be conducted by the City or other contracted parties. In the case of emergency work, the Contractor shall respond within thirty (30) minutes of being notified of a landscape maintenance related emergencies. Such activities may include, but are not limited to, clearing and removal of fallen or down trees and branches, repair/replacement of faulty irrigation valves; broken lines; and irrigation heads, system modification or repair/construction and/or storm drain related operations. The Contractor may be required to modify or curtail certain tasks at the direction of the Maintenance Superintendent to accommodate these other activities/operations.

The Contractor shall report any staff injuries, vandalism, transient camps, missing or damaged equipment or signs, hazards or potential hazards observed on the project sites, to the Landscape Inspector immediately upon such observation. Transient related activity is to be reported and not addressed until the Simi Valley Police Department first responds and authorizes clean up.

The Contractor shall conduct weekly maintenance inspections of all project sites with assigned City Public Works Landscape Inspector. Such inspections shall include: the

operation and proper coverage of all irrigation systems, the health and condition of plant material including an inventory of missing or dead plants, lighting systems, and other mechanical systems to check for proper condition, reliability, and safety. The Contractor shall maintain a log of all reviews/corrections and shall take immediate steps to correct any irregularities, as directed by the Landscape Inspector. All deficiencies shall be corrected on, or before the following reporting period. If the deficiency(ies) are not corrected, the Maintenance Superintendent shall be notified, and a decision will be made if this deficiency is cause for a site(s) to be deemed as unacceptable for the week. Daily communications of findings shall be in writing, with date labeled, and provided to the City's Landscape Inspector in the daily briefings.

The Landscape Inspector will provide an inspection report of the Contractor's performance weekly to facilitate the Contractor's monthly payments. City will provide Contractor a copy of inspection report as soon as reasonable possible after the inspection. The City also reserves the right to perform inspections at any time, for the purpose of identifying maintenance deficiencies.

The Contractor shall furnish an appropriate vehicle to be used for the weekly inspections equipped with all the necessary traffic control and other safety related equipment to ensure proper warning for pedestrians, oncoming and/or following vehicles. The Contractor shall accompany the Landscape Inspector on weekly walk-through inspections of the project sites.

The Contractor shall allocate sufficient time (approximately 7 hours) to complete the weekly inspections together with the Landscape Inspector. Date and time will be coordinated in advance and a routine schedule established for weekly inspections. When a change to the schedule must occur, the City Maintenance Superintendent will notify the Contractor as far in advance as possible.

1005-3 STANDARD SPECIFICATIONS

The work performed under this Contract shall be done in accordance with the Standard Specifications for Public Works Construction (current edition), hereinafter referred to as Standard Specifications, and in accordance with these Specifications and the Plans unless otherwise notified herein.

1005-4 SITES TO BE MAINTAINED

The project sites/service areas to be maintained under the provisions of this Contract are generally located as shown on the location maps (Appendix G). The sites to be maintained under the provisions of this agreement will be examined by the Contractor prior to submitting a bid. Contractor will be initially accepting each service area in their present physical condition. In addition, no further considerations may be made by the Contractor for additional service fees due to the lack of understanding concerning the specification and scope of services required. If the site is not in a state of satisfactory condition at the time of bid award, the Contractor will submit a work and cost schedule for City approval or modification to bring the site to a satisfactory condition and will thereafter maintain the site to that standard.

The City retains the right to add and/or remove sites from this Contract as necessary and may do so upon giving written notification to the Contractor. Pricing for said Contract revisions shall be at the Contract unit or lump sum prices bid, pro-rata for similar items of work. The Contractor may be requested to provide itemized, written proposals for authorized additional installations or major corrective work, occurring within each landscaped facility. Authorized work activity will be considered as extra work.

1005-5 CONTRACT ENFORCEMENT, MONITORING AND REVIEW

The Maintenance Superintendent shall be responsible for the enforcement of this Contract on behalf of the City, and shall be assisted therein by those officers and employees of the City having duties in connection with the administration thereof. The City reserves the right to assign such personnel as are needed to serve as Maintenance Superintendent and Landscape Inspectors in order to inspect and review the Contractor's performance of, and compliance with, all services, duties, obligations, responsibilities, administrative procedures, and staffing as set forth in this Contract. The Contractor is required to provide such written documentation and/or regular reports, as the Maintenance Superintendent deems necessary to verify and review the Contractor's performance.

At the request of the Maintenance Superintendent, the Contractor shall attend meetings and/or training sessions for the purposes of orientation, information sharing, contract revision, and review of City policies and/or procedural standards as necessary.

1005-6 CONTRACTOR'S DAMAGES TO EXISTING SITES

All service areas/sites damaged by the Contractor during the performance of this Contract shall be repaired or replaced by the Contractor, at the Contractor's expense. All such repairs or replacements shall be completed within the following time limits:

- Damage to irrigation facilities shall be repaired or replaced within 72 hours and/or prior to the next watering cycle.
- Damage to shrubs, trees, turf or groundcover shall be repaired or replaced within ten (10) calendar days.

All plant material repairs or replacements shall be completed in accordance with the following maintenance practices:

- **Trees**. Minor damage, such as bark lost due to contact with mowing equipment, shall be remedied under the direction of the Contractor's Certified Arborist. If damage results in loss or significant compromise to the health or quality of the tree, as determined by the Maintenance Superintendent, the damaged tree shall be removed and replaced at the expense of the Contractor, with an equal size tree, or as determined by the Maintenance Superintendent. The City may require multiple smaller replacement trees in proportion with the value of the lost tree.

- **Shrubs.** Minor damage may be corrected by appropriate pruning. Major damage, as determined by the Maintenance Superintendent, shall be corrected by the removal and replacement of the shrub at the expense of the Contractor. The City may require multiple smaller replacement shrubs in proportion with the value of the lost shrub.

1005-7 VANDALISM, MALFUNCTION, OR NORMAL WEAR

The Contractor has complete responsibility for all maintenance, repair, and/or replacement of equipment pertaining to the facilities under the Contract. The City will consider reimbursement of replacement materials only of those items approved in advance, where the wholesale cost is above \$250 for materials, per incident, per project site, with the Contractor supplying labor (i.e., the cost of materials and labor is \$750, the City pays \$500, the Contractor is responsible for \$250 plus labor). No Contract mark ups are allowed.

With the exception of plants that have died as a result of water rationing, the Contractor shall maintain all plant materials throughout the project sites, and be fully responsible for replenishing plant materials at no additional cost to the City. The Contractor shall prepare a written quarterly log of missing plant materials, listing type, variety, size, quantity, zone/area and location, and submit with the monthly invoice. The Landscape Superintendent shall determine the size of the replacement plant materials, on a case-by-case basis.

The Contractor shall prepare an on-going summary sheet of replaced plant materials, updated quarterly and with a year-to-date total, and submit with the monthly invoice. Failure to submit the summary sheet may delay payment. The format of the summary sheet shall be reviewed and/or approved by the Maintenance Superintendent, but will include at least the following columns of information: Plant type, Variety, Size, Quantity, Zone/Area, Location, and Cost.

1005-8 SAFETY

The Contractor shall perform all work under this Contract in such a manner as to meet all accepted standards and safety practices in the operation and maintenance of all equipment, machinery, and materials related to the work, and shall comply with all City, County, or State requirements to protect all persons, including the Contractor's employees, agents of the City, vendors, members of the public or others from injury, or damage to their property. The Contractor shall be in compliance with the Ventura Countywide Stormwater Quality Program for Public Infrastructure and the City's storm watch control staff inspection. The Contractor shall make every effort to exercise Best Management Practices to mitigate all non-stormwater related discharges from the City's stormwater drainage system, i.e., silt-laden water, leaves, branches, fertilizer, pesticides, etc. The Contractor shall make weekly inspections of the project sites and keep a log indicating the date inspected and the action taken on these issues.

The Contractor shall inspect and identify any condition that renders any portion of the project sites unsafe, as well as any unsafe practices occurring thereon. The Landscape Inspector shall be notified immediately in writing, by email or by facsimile, of the unsafe

condition that requires correction. The Contractor shall make immediate correction of the unsafe condition, including but not limited to placing temporary barricades or traffic cones to alert the public, replacing valve box covers and drain covers, in order to protect private property and the public from injury.

Failure to comply after reasonable attempt to notify the Contractor of an unsafe condition or whenever immediate action is required to prevent injury or property damage, may result in liquidated damages and/or a Non-compliance notice issued. In the case of traffic control or other unsafe or immediate unsafe practices or concerns, the maintenance site may be shut down for cause.

The Landscape Inspector shall have access to the work at all times. The Contractor shall furnish the Landscape Inspector with every reasonable means to inspect the process, workmanship and character of materials and equipment employed in the work.

The City's inspection shall not relieve the Contractor of any of his/her obligation to fulfill the Contract and/or complete the work as prescribed. Defective work shall be made good notwithstanding that such defective work may have been previously overlooked by the City's representative and accepted for payment.

Traffic control shall conform to the most current standards called out in Section 1002. All median work shall be coordinated in accordance with the City and may require taking one or two traffic lanes (one on either side of median). No taking of traffic lanes will be allowed prior to 9:00 a.m. or after 3:00 p.m. Monday through Friday and no lane closures during weekends or City Holidays.

The Contractor shall provide an ongoing training program for all its employees to ensure proper safety and maintenance skills are developed. A minimum of one hour of training per month is required. A written record of said training shall be submitted monthly to the City Inspector. The Contractor shall be fully responsible for training costs.

1005-9 NON-INTERFERENCE

The Contractor shall not interfere with the public's use of the project sites and shall conduct its operations so as to offer the least possible obstruction, disruption and/or inconvenience to the public.

1005-10 NOISE POLLUTION AND CONTROL

The Contractor shall endeavor to reduce and control all noise from power equipment and vehicles. Whenever possible, the Contractor must minimize the use of power equipment when there are other reasonable means of performing the work. All power equipment must be maintained at peak operational condition to minimize noise pollution.

Use of power equipment at City office building facilities must be coordinated in advance with the Maintenance Superintendent and limited to the first two hours of work shift, Monday through Friday, on weekends, or as approved in advance.

1005-11 SIGNS/ADVERTISEMENTS

The Contractor shall not post signs or advertising materials on the project sites or improvements thereon, unless prior approval is obtained from the Maintenance Superintendent.

1005-12 CONTRACTOR'S OFFICE AND COMMUNICATIONS

The Contractor shall maintain an office at a fixed location, within a 35 mile radius of the Simi Valley City Hall, shall maintain a listed telephone in the name by which the firm is most commonly known, and shall assign a responsible person to be on-call 24 hours per day, to receive calls and to take the necessary action and a call back within 30 minutes of initial phone call. All inquiries and complaints that may be received from the Maintenance Superintendent, Landscape Inspector or City staff must be addressed. An answering service shall be considered an acceptable alternative provided the Contractor is advised by the answering service and staff can respond to the City within 60 minutes of receipt of such communication.

The Contractor shall maintain a written log of all communications, including the date and the time thereof and the action taken pursuant thereto, or the reason for non-action. Said log of complaints shall be available for inspection by the Landscape Inspector at all times.

The Contractor shall correct or mitigate all inquiries/complaints to the satisfaction of the Landscape Inspector as soon as possible after notification, thereof, but within 24 hours of said notification. If complaint/inquiry is not resolved within 24 hours, the Maintenance Superintendent shall be notified in writing within two (2) working days, of the reasons thereof. If said complaints/inquiries are not resolved within the time specified, or to the satisfaction of the Landscape Inspector, liquidated damages may be invoked.

The Contractor shall notify the adjacent residents of the corrective work affecting them by the use of approved door hangers (Appendix B).

The Contractor's Maintenance Supervisors and Operations Manager shall carry a mobile cellular phone, and shall respond to calls from the City staff within 30 minutes and be on site within sixty (60) minutes of the call, 24 hours per day, 7 days per week.

Whenever key on-call contractual staff is scheduled off or will no longer be assigned to the Contract, the Contractor must notify the assigned Landscape Inspector in advance of the dates/duration out and who will be the interim or new contact in their absence.

The City will notify the Contractor, in writing, of each Contract complaint reported by the public.

Citizen-initiated complaints will be indicated on a Landscape Maintenance District work order form and Contract Maintenance Incident Report, if necessary, and will be given to Contractor, indicating the location, description, day, and hour the complaint was observed or reported.

The Contractor will have 24 hours from notification of a complaint to correct the problem, except complaints received on irrigation leaks, or other safety-related issues, in which case(s) the Contractor will have 30 minutes to respond with a call and 60 minutes to arrive onsite for corrective action. Exceptions will be made for ordering of parts and adverse weather conditions. The Contractor shall report in writing to the City, when and how the problem was corrected and the action taken to prevent the situation for recurring.

1005-13 HOURS AND DAYS OF MAINTENANCE SERVICES

The basic operating hours of the maintenance services under this Contract shall be 7:00 a.m. to 3:30 p.m.

The Contractor shall provide sufficient staff as necessary to perform the required maintenance services, five (5) days per week, Monday through Friday with the exception of Section 1007-10, during the prescribed hours (Saturday, Sunday and recognized holidays, with prior authorization by the Maintenance Superintendent). Changes in the days and/or hours of operation heretofore prescribed are prohibited unless approved in advance by the Maintenance Superintendent. The use of power tools or equipment on weekends and holidays or before the hour of operation is prohibited unless approved in advance by the Maintenance Superintendent.

1005-14 MAINTENANCE SCHEDULES

The Contractor shall submit a master facility work schedule to the Maintenance Superintendent within fourteen (14) calendar days after the effective date of this Contract, for review and approval. Said master work schedule shall be in the form of a calendar, with the time frames for the required functions identified and delineated. The calendar shall be updated and resubmitted monthly with the Contractor's monthly maintenance invoice. The schedule format shall be approved by the Maintenance Superintendent and the format may be altered as necessary.

The Contractor shall submit revised schedules when actual performance differs from planned performance. Said revisions shall be submitted to the Maintenance Superintendent for review and approval, within seven (7) calendar days prior to the scheduled time for the work and shall note the date for each revision.

1005-15 CONTRACTOR'S STAFF

The Contractor shall provide sufficient management staff and field personnel to supervise and perform all work in accordance with the Contract and Specifications set forth herein, including a responsible Crew Leader for each crew. The Contractor and/or its staff should have expertise and experience in turf management, tree care, horticulture, entomology, pest control, soils, fertilizers, plant identification, and irrigation system maintenance. A monthly submittal, in addition to certified payroll, is required identifying each position, their credentials which must meet the Contract requirements on a form approved by Maintenance Superintendent.

The Contractor shall submit a roster of required staff, including contact information, within fourteen (14) calendar days after the effective date of this Contract. The roster shall be updated and resubmitted monthly with the Contractor's monthly maintenance invoice.

The Contractor shall provide the following minimum staffing. Failure to do so from the start of the Contract may result in liquidated damages.

- One Operations Manager (A minimum of 20 hours per week dedicated to this contract Monday through Friday of each week) to oversee the contract, and work directly with City staff on contract related matters. The Manager shall work directly with the Maintenance Superintendent and/or Landscape Inspector(s) to ensure the Contract is operating smoothly and to resolve issues as the Contractor's representative, and must be proficient in English language.
- At least one full-time dedicated Maintenance Foreman (Landscape/Trees) (A minimum of 40 hours per week dedicated to this contract Monday through Friday of each week with their work hours being the same as City staff work hours), who will answer to and fill in for the Operations Manager, be responsible to work with City Public Works Landscape Inspectors, i.e., weekly contract inspection, maintenance level issues, etc., will work directly with field Crew Leaders and staff, train contract staff, schedule and ensure each crew is meeting contract specifications. The Maintenance Supervisor must have a minimum of five (5) years recent experience in Public Agencies of comparable size and scope to this contract, and must possess the training and certifications appropriate to meet the requirements of this contract. The field crew leader must have a minimum of two (2) years' experience working on landscape maintenance projects, and must be proficient in English language.
- One dedicated Qualified Applicator License (QAL) holding a current certification by the State of California in appropriate categories and with the experience and training needed to safely apply chemicals to meet the requirements of this contract. Their vehicle must be fully stocked to perform routine pest control maintenance for this contract. A current copy of the Qualified Applicator's valid certificate must be in their possession at all times.
- At least one full-time dedicated Irrigation Technician holding current certifications as Irrigation Technicians, and having the experience and training necessary to meet the requirements of this contract to repair irrigation, handle the electrical wiring and miscellaneous irrigation maintenance and repairs for backflow devices, and service irrigation controllers and irrigation valves. Each technician must have an individual assigned vehicle dedicated to irrigation maintenance. Each irrigation maintenance vehicle will be fully stocked to perform routine and emergency irrigation maintenance for the entirety of this contract.
- Sufficient full-time field maintenance staff members dedicated to this contract each week to meet all performance levels is required.

The City may at any time request Contractor's staff to present their current licenses and/or certifications to ensure all staff is operating under current professional licensed and/or as certified staff.

The Contractor shall take reasonable measures to ensure that the conduct or actions of the Contractor's employees will not be detrimental to the interest of the public. In the event the conduct or actions of an employee of the Contractor are determined by the Maintenance Superintendent to be detrimental to the interest of the public, the Maintenance Superintendent will notify the Contractor in writing of such a conduct/action. The Contractor shall meet with the Maintenance Superintendent to consider the appropriate course of action with respect to such matters. The Contractor shall immediately submit a written statement to the Maintenance Superintendent within 24 hours summarizing corrective action(s) to be taken.

The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These basic standards shall include the proper uniforms, shoes and other gear required by local, State and Federal Safety Regulations. Shirts shall be worn at all times and be buttoned. Bright safety orange colored traffic vests approved by ANSI class standards, shall be worn when personnel are working near vehicular traffic, within street right-of-way, or as otherwise deemed appropriate by the City for safety and/or public relations.

The Contractor shall provide same-color uniform shirts with the company name and the employees name clearly indicated on the shirts for all employees working on this Contract. Every employee is to present a neat and clean appearance at all times. The uniforms shall be furnished at the Contractor's expense. New employees shall be uniformed immediately. No grace period allowed. Non-compliance to the contract will be issued and liquidated damages may be invoked.

1005-16 UTILITIES

All utilities used for the maintenance of this Contract are provided through City-authorized meters, which are billed to the City and paid by the City. The Contractor shall be responsible for the excessive use of utilities attributed to the Contractor's failure to repair malfunctions or breakage in a timely manner or for unauthorized increase in the frequency of irrigation. Adjustments to the frequency of irrigation shall be coordinated with the Landscape Inspector on a weekly, or as needed basis.

1005-17 STORAGE FACILITIES

No equipment, supplies, or tools shall be stored or left on or at City facilities without written authorization from the Maintenance Superintendent. The Contractor shall provide a local facility adequate for storage of equipment, supplies, or tools, and for complying with the requirements of this Contract as necessary.

1005-18 MAINTENANCE FUNCTION REPORT

Upon request, the Contractor shall submit for approval a weekly report of all ongoing, seasonal, emergency and Additional Work of maintenance functions performed under

this Contract. The weekly report(s) shall be submitted to the Landscape Inspector indicating work activity being performed, area where performed, and number of employees assigned to work activity. An e-mail report schedule may suffice, provided the e-mail arrives at least one full workday prior to beginning schedule, to allow sufficient time to coordinate potential issues.

1005-19 ADDITIONAL WORK

The Maintenance Superintendent may authorize the Contractor to perform additional work. Additional work may consist of completing work outside the scope established in Schedule I. This work and may include but is not limited to repairs and replacements when the need for such work arises out of extraordinary incidents.

In the event Additional Work is required outside the scope of Schedule I, the Contractor must provide a detailed proposal within **seven workdays from the date requested**, on the City proposal submittal form (Appendix D) prior to performing such work. The job proposal shall include a detailed description of the work breaking out: labor, materials, and time frame required to complete the work in accordance with the proposed pricing in Schedule II. All Additional Work shall commence on the specified date established and the Contractor shall complete said work within the time allotted.

Additional Work shall not commence without written authorization from the Maintenance Superintendent. Verbal authorization may be given for emergency work, at the discretion of the Maintenance Superintendent. However, the Contractor shall provide the cost proposal within 48 hours of the verbal authorization. Work shall commence on the date approved by the Maintenance Superintendent and the Contractor shall complete said work within the agreed time frame.

Additional Work must be performed without impact to the monthly maintenance schedule. The Contractor may not change the regular maintenance schedule, or use work force from the maintenance schedule to provide Additional Work, unless authorized in advance by the Maintenance Superintendent.

All additional work shall be per Schedule II pricing. In the event work scope and pricing falls outside of Schedule II, the City at the discretion of the Maintenance Superintendent will request the Contractor to provide as much of the project from Schedule II's pricing as possible, and will negotiate the remainder of pricing. In addition, at the Maintenance Superintendent's discretion, the project may be bid separately, using other contractual, or in-house forces to accomplish the work or a portion of the work, as needed.

The Contractor and Subcontractor must include a materials and labor release form from Subcontractor and all suppliers of materials purchased during the invoice period in conjunction with the monthly maintenance invoice.

1005-20 PAYMENT AND INVOICES

The Contractor shall submit, in duplicate, a monthly invoice for the work performed during the preceding month. Said invoice shall identify the month invoice is covering services, include purchase order numbers, project site Zone Numbers and/or Area

Numbers, description, monthly scheduled maintenance cost (a separate invoice for certain facilities may be requested). The following certifications shall accompany the monthly invoice. The City Maintenance Superintendent must approve form in advance.

1. Landfill Diversion Certification.
2. Signed release certificate stating that all labor (including subcontractors) and materials related to this Contract have been paid.
3. Certified Payroll for verification of staffing levels and prevailing wages.
4. Pesticide, herbicide, and fertilizer usage report.
5. Pesticide labels and MSDS for each product used.
6. PDF copies only.

The invoice shall be submitted on or before the tenth (10th) day of each month following services rendered, for the amount of the compensation to be paid by the City for all services rendered by the Contractor under the terms and conditions of this Contract. A monthly invoice will be submitted to Accounts Payable, and one to the Maintenance Superintendent. The invoice sent to the Maintenance Superintendent will include all required monthly submittals called out in the Contract. The invoice sent to the Maintenance Superintendent will be considered the invoice of record.

Monthly payments will be made within thirty (30) days upon receiving the invoices, providing that all work performed during the preceding month has been inspected and accepted by the Landscape Inspector and that applicable certifications have been submitted in accordance with the provisions of this Contract. In the case that an invoice is in error, it will be rejected and returned for correction. The submittal date of the corrected invoice will begin at the time of its receipt by the City.

1005-21 PERFORMANCE DEFICIENCIES

The City's Landscape Inspector will make a formal inspection and evaluate the Contractor's performance on a weekly basis. The Contractor's Maintenance Supervisor shall accompany the Landscape Inspector on the weekly inspections. A copy of the inspection report will be given to the Contractor within 5 working days. After the inspections a copy will be faxed or emailed to the Contractor's office.

If Contractor or his representative fails to perform in accordance with the terms and conditions of this contract, the Landscape Inspector will document and provide to the Contractor the deficiencies requiring correction on the inspection report, which will serve as written notice to the Contractor regarding said deficiency(ies). The Landscape Inspector may email the report, which will serve as a notice of the rating and corrections required with the date and time stated on the email. The date and time stamp of the email serves as the official notice time.

The warnings may not necessarily be for related deficiency(ies). The City may further, at its discretion, contract with another landscape contractor or complete deficient work itself in order to affect the necessary repairs should corrective action pursuant to the terms of this Contract not be taken. Once the repairs are initiated by another contractor or by the City, the work originally in progress will not be terminated. Contractor may be required to reimburse the City or have monies deducted from monthly invoice for the

amount required to correct deficiency(ies), or liquidated damages may apply. In the event of a termination due to Contractor's lack of performance, the Contractor may be precluded from bidding on landscape maintenance services contracts for up to 5 years from the date of termination. Notwithstanding the above, the City may terminate this contract with a 90-day formal written notice once it has determined sufficient cause for such termination.

In the event of termination, the City shall be responsible only for payment of those services performed and accepted by the City prior to the date of termination; and Contractor and his surety may at the City's option, be held liable and assessed for any and all costs for the re-procurement of the contract services.

The following are typical examples (not a complete listing) of Contract performance deficiencies and/or non-compliance issues:

1. Failure to adequately mow, edge, remove litter, sweep/rake, weed, prune, remove and replace dead plant material, etc.
2. Failure to provide specified reports, or filing falsified reports.
3. Failure to supply adequate equipment, labor forces, and/or Supervisor pursuant to the Contract requirements.
4. Failure to repair irrigation deficiencies within the allotted time frame.
5. Failure to comply with schedules. The Maintenance Superintendent on a case-by-case basis will consider requests for variance. Delays in delivery of materials, or adverse weather conditions will be taken into consideration.
6. Failure to protect the public from hazards to health/safety and proper traffic controls.
7. Failure to provide employees with uniforms.

1005-21.1 PROCEDURE FOR THE ASSESSMENT OF LIQUIDATED DAMAGES

Liquidated damages can be separately assessed for each Zone and Area under this Contract if maintenance deficiencies and/or maintenance practices are not resolved adequately or within an allotted timeframe, the procedure for assessing liquidated damages is as follows:

1. The Landscape Inspector will make formal inspections on a weekly basis.
2. If deficiencies are found, they will be specifically described and a "Needs Improvement" rating will be given for the specific Zone or Area. Verbal notice will be limited to only the most minor deficiencies or anticipated deficiencies, i.e., isolated weed abatement, wet spots in turf or shrub areas, etc.

3. If the deficiency is not cured within the allotted time of seven consecutive calendar days, an "Unsatisfactory" rating or "Contract Requirements Not Met" will be given.
 - a. A formal letter of "Failure to Comply" will be issued.
 - b. The Contractor will be assessed for one (1) day of liquidated damages.
 - c. The Contractor will be assessed liquidated damages for every calendar day thereafter until the deficiencies are cured.
4. The Contractor will be notified of the weekly ratings following the weekly inspection.
5. After the last inspection of each month, the City shall:
 - a. Calculate any liquidated damages to be assessed to each Zone or Area under the Contract for the month.
 - b. Notify the Contractor in writing of any calculated liquidated damages.
6. The Contractor shall decrease the monthly invoice for the affected Zone or Area by the amount of the liquidated damages so calculated. Failure to do so shall result in the rejection of the monthly invoice.
7. The City shall approve the format of the revised invoice prior to submittal.

The actions herein shall not be construed as penalties, but as Liquidated Damages for failure to provide services pursuant to the terms and provisions of this Contract.

1005-22 TURF MOWING (Included in Contract)

Mowing operations shall be performed in a professional workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. Alternate the mowing direction every other mowing cycle to encourage healthy turf. A commercial mulching mower is required and may be used to recycle grass clippings. The Contractor may be required to bag and recycle all grass clippings if clippings are visible to the public. The Landscape Inspector shall make field determination on acceptable level of cutting heights and if clippings must be bagged.

Mowing frequency shall be as follows:

- All turf must be mowed every 5 to 7 days (defined as work days), or as directed by the Maintenance Superintendent (April 1 through November 30). Remaining months (December 1 through March 31), turf will be mowed as needed to maintain a turf height not to exceed 2-1/2" at any time.
- As inclement weather dictates, all mowing schedules will be altered to accommodate turf-mowing needs as determined by the Landscape Inspector. Turf shall be checked prior to mowing to determine if turf is too wet to accommodate mowing. If it is too wet as determined by the Landscape

Inspector, a string trimmer may be used to carefully lower height of turf temporarily. Removal of leaves and debris during fall and winter months, as part of keeping site clean on a weekly basis, is required.

Turf shall primarily be mowed with a rotary-type mower. However, the use of string trimmers equipped with rollers may be requested and approved by the inspector for certain turf areas.

Equipment shall be properly maintained, adjusted, and sharpened at all times. In the event poorly maintained mowers are used, the Landscape Inspector, at his discretion may: a) Issue a non-compliance notice, or b) Shut down the use of said equipment until properly repaired.

Mow turf to the following heights:

- Warm/cool season turf mix: 2" – 2-1/2" (April through November) and 1-1/4" - 2" (December through March).

Mowing operation shall be scheduled Monday through Friday.

Walkways and curb/gutter and concrete areas shall be cleaned immediately following each mowing.

Mowing operations shall be performed at times of low use. Every effort shall be made to protect area users during these operations.

Mowing operations of special turf areas or demonstration turfs may require special mowing equipment and procedures, which shall be furnished by the Contractor at no expense to the City.

Mowers or string trimmers are not permitted within 24" of tree trunks.

Certain facilities require schedule changes for mowing turf. The Contractor will be notified as soon as practical to adjust their schedule accordingly to accommodate a facility use change.

1005-23 MECHANICAL EDGING (Included in Contract)

All turf must be edged with a blade stick edger or three-wheeled blade edger prior to mowing, edges shall be kept neatly trimmed. All grass invasions into adjacent non-turf areas shall be eliminated. String trimmers shall not be used to edge turf or ground cover at any time.

String trimmers shall not be used within 24" of trees and not used on woody overgrown groundcover trimming, for shrub trimming or for vine trimming unless authorized by the Maintenance Superintendent. Maintain 24" around all trees within turf areas clear of vegetation.

Turf shall be limited or trimmed around sprinkler heads as needed to provide unimpeded water coverage. Turf shall be neatly maintained, trimmed, and cleared around valve boxes, meter boxes, backflow devices, and other obstacles.

All groundcover and flowerbed areas shall be kept neatly edged with an edger, not a string trimmer and all grass invasions eliminated. Groundcover shall be edged not less than every other week, or as directed to maintain a clean neat edge around the growing area. A 1-1/2" deep soil 'shovel cut' must be maintained along the edge of concrete, to help control water run-off.

All turf shall be mechanically edged using a wheel type gas powered edger without the use of string trimmers, blade stick edger or three-wheeled edger only as needed, (February, April, June, August, October and December) to establish and maintain a clean turf edge. A 45° edge cut away from concrete, header board, etc., shall be maintained.

Walkways, curb/gutter, and concrete areas shall be cleaned immediately following each mechanical edging.

1005-24 TURF RESEEDING/RESTORATION OF BARE AREAS (Included in Contract)(Every other year of Contract)

The Contractor shall over-seed all damaged, vandalized or thinning/bare turf areas to re-establish turf to the City's Specifications. Areas to be over-seeded shall be prepared as necessary to provide an adequate soil condition for seed to germinate to establish the turf, and shall be fine graded to provide for surface drainage and to match the surrounding turf and borders.

The Maintenance Superintendent shall approve the seed and application rate to be used. Currently, the City reseeds with Stover's Triple Crown Dwarf or equivalent hybrid mix. All seed shall be covered with Kellogg's Topper or approved equal at a rate of 1-1/2 cubic feet per 100 square feet. Any deviations to this mix must be approved in advance by the Maintenance Superintendent.

Reseeded areas shall receive supplemental hand or portable sprinkler watering as necessary to establish the turf. Running an entire irrigation system or valve is not allowed unless the area of reseeding covers the entire irrigation valve zone.

Appropriate coordination shall be made to avoid mowing reseeded areas to avoid damaging seed germination and growth.

1005-25 AERIFICATION (Included in Contract)

Aerify all turf areas no less than one (1) time the first year of contract then every year thereafter..

- During March, a turf aerifier shall be used that removes cores to a depth of four (4) inches at not more than three (3) inch spacing using a minimum 1/2" diameter tines. All cores shall be shred so that they are not unsightly or a public nuisance.

- The Contractor is responsible for any damage to irrigation, utility, concrete, etc., from aerifier and related work. Damage repair must be made during same workday as damage occurred.
- October/November aerification shall include vertical mowing (dethatching) of turf areas.
- When fertilization and/or seeding is required, apply within 24 hours after the aerification process.

1005-26 RENOVATION/VERTICAL MOWING/AERIFICATION (Included in Contract)
(Every other year of Contract)

Turf renovation shall consist of a) mowing to ½" below pre-existing height; b) vertical mowing (detaching) ¼" above soil height; c) aerification 4"-6" depth two directions; d) irrigation check/repair; e) fertilization; f) overseeding; and g) top dressing.

Vertical mowing (dethatching) shall be performed using approved standard vertical mowing type equipment, with flail style or vertical rotating blades, and shall remove all excess thatch to within 1/4" of the soil line. Sweep, vacuum, and/or rake the dislodged thatch from the turf areas, remove from site and recycle.

Once started the Annual Turf Renovation Program, the Contractor shall diligently proceed daily in a manner to best expedite the completion of the project which shall begin October 1 and be completed no later than November 15 of each calendar year, or as approved by the Maintenance Superintendent. Advanced notification of schedule and inspection is required for approval of this task.

Ruts, holes, low areas that do not drain, soil settlement areas, and any condition which may be hazardous to the public or unsightly shall be corrected as part of the renovation process. Irrigation heads, valve boxes, etc., shall be adjusted to the proper level, as necessary. Where heavy soil/silt build-up has occurred, especially along sidewalks and curbs, the Contractor shall regrade during the renovation process, as directed by the Landscape Inspector. If during the year, additional problem areas requiring renovations are found, the Contractor shall renovate as required to resolve problem locations.

Areas that are not germinated by January 1 shall be reseeded to fill-in thin or bare spots immediately. All seed shall be covered with Kellogg's Topper or approved equal at a rate of one (1) cubic yard per 2,500 square feet. Overseeding must be completed before February 15.

1005-27 WATERING AND IRRIGATION (Included in Contract)

All landscape and turf areas shall be irrigated as required to maintain adequate growth and appearance, with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but is not limited to: hand watering, water truck watering, operation of manual valves, proper utilization of automatic controllers and valves, with all operations complying with current water ordinances.

Proper water application, management, and maintenance of this natural resource (water) are of the utmost importance to the City along with Best Management Practices. Therefore, the Contractor is required to strictly follow the City's and local water companies' Water Conservation Ordinance and restrictions provide a sound and consistent irrigation management program to stay within the water allocations dictated by the water distributor.

The Contractor shall ensure that personnel operating the irrigation systems are fully trained and certified (Irrigation Auditor and/or Irrigation Technician, etc.) in all phases of landscape irrigation systems, are thoroughly familiar with the specific equipment in use, and are fully equipped and capable of performing proper programming and operation of the irrigation systems, including electrical power sources, wiring, controllers, valves, pipes, pumps, fittings, heads, Rainmaster: Eagle Plus, Eagle IC + DX-2 controller with Oasis Programming, backflow irrigation control units (BIC), etc.

The Contractor shall perform all related irrigation tasks including, but not limited to: testing, adjustments, repairs, replacements, and supplementary watering on a weekly scheduled basis for each landscape site. The Contractor shall notify the Landscape Inspector immediately of any deficiencies in the irrigation systems for the project sites. Areas not provided with irrigation systems shall be hand watered by the Contractor. This includes situations where the automatic system is inoperable for any reason, where there is no automatic system, or where water must be trucked in by water truck. The Contractor shall provide the necessary equipment, nozzles, hoses, couplers, water tanks, etc., to accomplish the task. Where there are currently no automatic irrigation system (or portions thereof):

When programming irrigation controllers, in order to control runoff, the Contractor shall give consideration to the slope and condition of the soil.

Watering shall be regulated to avoid interference with any public use of the project sites, parking lots, paving/roadways, walks adjacent to private property, and mowing, (irrigation shall not be scheduled to water turf areas 24 hours prior to mowing). In the event parked vehicles are water spotted from irrigation, the Contractor must resolve any complaints that may arise (car wash coupons may be one option to resolve issue) with those private parties.

Irrigation controllers shall be set to operate during the period of lowest wind velocity and after 5:00 p.m. and end before 7:00 a.m., Monday through Friday, as regulated by the current water ordinance. Irrigation on Saturday or Sunday will not be allowed without special authorization by the Maintenance Superintendent.

Irrigation shall be controlled in such a way, as not to cause excessive watering that would interfere with the mowing operation. Adjustments and relocation of irrigation heads to correct overwatering and coverage patterns shall be made as directed by the Landscape Inspector.

No irrigation watering shall be allowed within a minimum of 48 hours after periods of measurable rain (1/4" of captured rain) or ground saturation.

The Contractor shall replace all plant materials that are permanently damaged, lost or in decline from improper watering practices not associated with water conservation mandates, thus causing overwatering, or under watering. Plant material replacement shall be documented on a monthly plant material submittal form. If at any time the Contractor's documentation of loss of plant material is in question, an immediate field review is required with both the Contractor and City staff to assure accuracy.

Each project site must be accountable for its water use. For this reason, there shall be no water taken from any project site for use elsewhere, i.e., water tank, pest control, etc.

A portion of the irrigation controllers are Rainmaster Eagle I units. Any water scheduling adjustment requests must be submitted to the Landscape Superintendent for approval. Use the request form (Appendix F). Please allow 24 hours to allow sufficient time for adjustments to watering schedules.

A portion of the non-electrical operated irrigation controllers are "smart controllers". Please take care to monitor these units and give every opportunity for the controller to adjust and reset automatically. Continual adjustments will cause the unit to not operate in a mode of irrigation savings.

1005-28 IRRIGATION TESTING, REPAIR AND MAINTENANCE (Included in Contract)

The Contractor shall ensure that personnel working on the irrigation system are fully trained and familiar with all phases of landscape irrigation systems and the specific equipment in use for complete maintenance of the irrigation systems, including irrigation controllers, electrical panels, annual cleaning and circuit breaker testing and repair or replacement as necessary. Personnel shall be fully equipped and capable of inspecting, testing (including wire tracing), isolating and identifying problems, performing the proper repairs and programming the irrigation controllers.

The Contractor shall be responsible for maintenance of the irrigation system including repairs and replacements (due to damage, malfunction, vandalism, normal wear, or other cause). Inspection of irrigation systems may be scheduled by the Landscape Inspector at any time to ensure proper maintenance.

Maintenance and repairs must be per manufacturer's recommendations and per current City Standard Plates (Appendix C).

The Contractor shall replace damaged, faulty or inoperable irrigation components within 24 hours of notification of such damaged or inoperable irrigation components.

Replacement of irrigation equipment shall be with originally specified equipment of the same size and quality to assure uniformity of irrigation application and/or current model/equivalent as approved by the Maintenance Superintendent prior to any installation thereof. New equipment installed will be maintained under contract.

All damages or required repairs, will be at the Contractor's expense (Contractor is responsible from outlet of water meters through entire irrigation system, mainline blowout, plant replacement, etc.).

The Contractor shall observe, monitor and adjust sequencing of the controller(s) and valves of each site at least once per week (April through November) to check the function of all facets of the irrigation system. The systems of each site shall be visually checked weekly (December through March) for damage and adjusted/repared weekly. The Contractor shall report any damage or incorrect operation to the Landscape Inspector. Failure to perform weekly system checks and address needed repairs and adjustments, may result in Liquidated Damages. A monthly report must be submitted with monthly invoice confirming the above maintenance has been completed.

The Contractor shall inspect all irrigated areas, note, and mark any dry or stressed areas with a flag marker prior to testing the system. The Contractor shall determine the cause of the noted deficiency and make the necessary needed repairs/adjustments weekly.

During testing of the irrigation systems, the Contractor shall:

- Adjust all sprinkler heads or emitters to provide correct coverage, uniform precipitation, prevention of water runoff, soil erosion, and prevention of excessive overspray onto adjacent areas or areas not intended to be irrigated or utilities.
- Clean, flush, replace or repair equipment as needed assuring each irrigation valve has same type heads and nozzles, and parts are equal to or better than existing parts as authorized by the Landscape Inspectors.
- Adjust valves and heads to keep all systems operating at the manufacturer's recommended operating pressures. Valve throttling and pressure gauging shall be employed to prevent excessive fogging.
- Test automatic cycle of irrigation controller and reset date, time, and watering duration as necessary to assure water conservation ordinance is being met.
- Record and report all system malfunctions, damage, obstructions, and corrective action taken, to the Landscape Inspector.
- Do not use compression couplings, slip-fix couplings or 90° fittings for main line irrigation repairs.
- Check valve boxes for proper height or damage, replace missing or damaged valve box covers and lid bolts, and replace valve box as necessary, per City plates. Remove soil or debris within valve box. These items shall be done as needed to maintain proper operation.
- Check for low-head drainage. Clean, repair, replace malfunctioning, or install missing anti-drain devices.

- Advise the crews of the use of reclaimed water and of associated safety requirements when handling these systems. Currently, the City is utilizing reclaimed irrigation water at the PSC/Transit site Zone 39 Area 1 and Area 41 Animal Shelter.
- Probe soil weekly using appropriate soil probe, throughout each site and check/correct over and under irrigated locations.
- Replace the reclaimed water stickers, valve box lids, irrigation heads and irrigation lines throughout the system as needed to meet current code requirements per Chapter 6, etc. of the California Plumbing Code (CPC).
- Ensure each irrigation controller has a current updated controller sign-in chart within controller enclosure. Each time the irrigation controller program is altered the controller chart shall be updated. When charts are fully used, damaged, or unreadable, a new one must be installed immediately.
- Perform battery test for each irrigation controller that operates a back-up battery, February and August of each year and replace immediately if a lower than standard charge is found. All new batteries must be labeled with the date of installation and logged on the controller chart. A report of each changed irrigation controller battery shall be submitted to the Maintenance Superintendent with the Contractor's monthly invoice.
- Retest the irrigation system when damage is suspected, observed, or reported. The Contractor shall ensure proper operations are restored within 24 hours.
- Perform annual certifications of the backflow devices during the months of March and April of each year. Use only original manufacturer equipment during repairs, not after-market parts. Parts and labor included. All BIC Systems must be certified as properly adjusted and operating once per year by manufacturer's representative. The City must be given a separate certification of this service the same month of backflow certification. The City of Simi Valley currently has two separate water purveyors, Ventura County Waterworks District No. 8 (District) and Golden State Water Company (GSW). The Contractor shall test per standards set by each water purveyor. A complete original of each annual certification for District shall be placed in a three-ring binder labeled "City of Simi Valley" with year of certification and provided to the Ventura County Resource Management Agency, Environmental Health Division (EHD), and a clean copy given to the Maintenance Superintendent in a three-ring binder labeled with same. All landscape sites shall be placed in numeric order by Zone sites followed by Area sites. A complete original of each annual certificate for GSW shall be placed in a three-ring binder labeled "City of Simi Valley" with year of certification and provided to GSW and a PDF copy given to the Maintenance Superintendent in a thumb drive. All landscape sites shall be placed in numeric order by Zone sites followed by Area sites.

- In the event the City receives a second notice from the EHD, District or GSW, to provide the certification of a backflow, the Contractor shall have 14 days from the date of said notice to comply. If the Contractor does not comply within the 14 days, the City has the option to certify, repair or replace the backflow device and deduct any related costs from the Contractor's monthly invoice.
- During the months of June, July, August, and September of each year, sand, weld, clean, primer and paint all controller housings, electrical services, pumps/pump housings, irrigation components inside and out of the housings, install clear 100% silicone on outside base of housing and replace all housing weather strips as needed to help keep water from entering said equipment. Maintain housings with a clean appearance and as rust free as possible. Direct irrigation spray away from controller housings and keep soil and plant material 12" from housing. Paint color and type shall be as determined by the Landscape Inspector consistent with City plates. Re-stencil all electrical meter enclosures with the correct address in gloss black for clear identification, using two-inch high letters. Provide an advance daily schedule including order of work and date of maintenance as part of April's invoice submittal. A report of all Contract sites being completed must be submitted annually with September's monthly invoice. Work will be expected to be completed in monthly increments to meet deadline.
- All locks shall be serviced to maintain a good operation through proper lubrication as needed. When required all locks replaced with same model and keyed same as necessary.
- Identify all valve boxes with branding or stenciled markings on valve box lids and with 'Christi' tags attached to solenoid wires on the valves, as directed by the Landscape Inspector. Re-brand or stencil any replacement valve lids or boxes, and where valves are repaired or replaced, 'Christi' tags will be reinstalled. This task must be completed during January, February, March, and April of each year. A report of all contract sites being completed must be submitted annually with April's monthly invoice.
- Place all electrical wire repairs and/or splices into a 10" round valve box, or larger as directed by the City. The valve box lid shall be branded "Splice Box," with valve wire tags and watertight splices as called out on City valve box plate.
- Provide a complete month-by-month report of all irrigation repairs (including a breakout of the cost of parts, and labor per site), and status of the overall irrigation system. Said report shall be in a format acceptable to the Maintenance Superintendent and shall be submitted to the Maintenance Superintendent with the Contractor's monthly invoice.

1005-29 FERTILIZATION (Included in Contract)**Plant Diagnostics**

Causes of poor plant health may be attributed to improper watering, incorrect light levels, nutritional imbalance, improper pH, and/or weather extremes. As abnormalities are detected, the Contractor shall initiate a diagnostic analysis to determine the probable causes by utilizing the following suggested steps through the use of a Licensed Pest Control Advisor (PCA):

- Visually inspect for pattern of abnormality.
- Examine the current site conditions, including drainage, history of area, number of plants affected and the percentage of plants affected.
- Examine the plants' rooting structure (color). Black and brown roots often indicate a problem with root rot.
- Check trunk and branches for wounds canker and sunburn.
- Note appearance of affected leaves. Dead leaves at top or outside of foliated area are usually the result of environmental or mechanical problems. Curled leaves may be an insect, herbicide, or viral infection problem.
- Consider both current and past management practices

Nutritional Problems

Typical symptoms of common nutritional problems include:

- Nitrogen Deficiency - Older leaves become uniformly yellow. After time they will die and drop off.
- Phosphorous Deficiency - Plant becomes severely stunted, leaves turn darker green or in some cases purple.
- Potassium Deficiency - Outside edges of older leaves turn yellow and immediately die. Necrotic (brown, dead looking) spots may appear across older leaves, but this usually occurs towards the outer edges.
- Magnesium Deficiency - Older leaves develop interveinal chlorosis. (Yellowing between the veins of the leaves.)
- Iron Deficiency - Yellow discoloration between the veins of young leaves.
- Boron Deficiency - Flower parts do not form naturally. They will have fewer or smaller pedals that wilt or suddenly drop off. Flower buds die and try to reform producing numerous small shoots (witch's broom). There is little or no stem

between leaves. Young leaves will crinkle and there may also be a thickening of both the stem and young leaves.

- Boron Toxicity - The outer edge of older leaves die with a characteristic reddish-brown color. Spots may develop across the leaf, but are usually concentrated toward the outer edge.

The Contractor shall determine plant nutrient requirements by appropriate methods including soil and/or leaf analysis where necessary. The Contractor shall provide a comprehensive horticulture soil test from an approved Horticultural Soil Test lab for any impacted project sites as directed by the Maintenance Superintendent, with corrective measures recommended to the Maintenance Superintendent, in writing.

The Contractor's shall submit the recommended corrective measures, including mix design and application rates to the Maintenance Superintendent for approval. The Contractor shall provide a schedule to correct the deficiency within two weeks following the Maintenance Superintendent's approval and authorization. A retest must be accomplished within 14 days of treatment to establish if recommended corrections are not adequate to correct deficiencies.

The Contractor shall provide and apply the appropriate fertilizers in the quantities and proportions approved, and at the proper intervals to promote optimum plant health and appearance.

The following chart of fertilization/micronutrient and weed control applications is provided as a minimum guide to the Contractor. Equivalent fertilizers/micronutrient and weed control chemicals, may be substituted if approved in advance by the Maintenance Superintendent.

TURF		
Month/Day	Product/Material	Application Rate: Lbs per 1,000 Sq. Ft.
February 1	Dimension 270G Pre-emergent to control Crabgrass	3.5-4.25 Lbs
March 1	Best Full Season 24-4-8 with Polyon 42	6.3, (1.5 LbsN)
July 1	Best Full Season 24-4-8 with Polyon 42	6.3, (1.5 LbsN)
November 1	Best Nitra-King 19-4-4	5.25, (LbsN)
January 15	Best Nitra-king 19-4-4	5.25, (lbsN)
SHRUBS/GROUNDCOVERS/VINES		
Month	Product/Materials	Application Rate: Lbs per 1,000 Sq. Ft.
May	Best Endure 16-16-16 with Polyon 43	1.0 Lbs Actual
October	Best Endure 16-16-16 with Polyon 43	1.0 Lbs Actual

TREES/PALMS		
Month/Day	Product/Material	Application Rate: Lbs per Inch of Tree Trunk at dbh (Tree Well Application)
March 1 (every other year)	Apex 13-5-8 (Controlled release) (All trees)	Lbs. per inch of tree trunk (4 oz.)

Application of the fertilizer shall be done in sections according to the irrigation system coverage and a report provided.

Irrigation shall be applied immediately following the fertilizer application to wash the fertilizer material to the soil surface and begin the breakdown and availability of the fertilization. Please monitor the current City water ordinance requirements to assure this task can be accomplished.

If the Landscape Inspector has reason to suspect nutrient deficiencies or lack of color and health in between scheduled fertilizations, the Contractor may be required to provide soil and/or leaf analysis from a City-approved laboratory. The Contractor shall provide and apply nutrients to offset any deficiencies as indicated by the results of this analysis to the satisfaction of the Maintenance Superintendent, and have deficiencies resolved in a reasonable time frame so plant material shows normal appearance, growth and health. A second soil and/or leaf analysis test shall be scheduled and performed (if necessary) and as directed by Maintenance Superintendent.

- A. Turf areas shall be fertilized at least one time per year, during the first week of each designated month, unless weather conditions cause needed adjustment.
- B. Groundcovers, shrubs and vines shall be fertilized at least one time per year, during the first week of each designated month, unless weather conditions cause needed adjustment.
- C. Trees shall be fertilized one time every other year beginning the first year of Contract and, the fertilization shall be completed during March, April and May. Fertilization Protocol shall closely follow ISA tree soil fertilization standards most current edition.

The tree fertilization shall follow the use of a specified granular fertilization application, using subsurface drill-hole technique of 4 to 8 inch deep cores that are 2 to 4 inches wide and cores be on 24-inch centers throughout the drip-line of each tree per the Best Management Practices (BMP) of the tree and shrub fertilization manual published by ISA's most current addition. A schedule must be submitted in advance and certification of completion that all LMD trees within the contract fertilized within the designated timeframe at rates specified on a form approved by the Maintenance Superintendent.

The Contractor shall provide very careful application and/or cleanup to keep fertilizers within the designated areas. All over spray/overlap must be immediately cleaned up.

Certification of completion is required for each application of fertilization, and submitted with monthly invoice prior to payment.

1005-30 GROUNDCOVER AND VINES (Included in Contract)

The Contractor shall renovate groundcover and vines every year. Renovation of groundcover and vines shall include thinning and/or pruning of groundcover to a height directed by the Inspector, fertilization, cultivation, and/or mulching as appropriate for the species and conditions. The Contractor shall correct/re-grade areas of heavy soil/silt build-up, during the renovations, as directed by the Landscape Inspector.

- All street median groundcover must be maintained uniformly to a maximum height of 12" above the top of curb, or as directed by the Maintenance Superintendent to maintain proper sight clearance. Groundcover must be maintained to provide irrigation coverage at all times.
- The Contractor shall maintain wall vines tight to garden walls (within 4") and one block from the top of walls, and one block from the bottom of the walls/ground. Never allow vines to grow over the top of walls, onto private property, onto other plant material, etc.
- All weeds shall be abated and debris shall be removed weekly or as required to meet the standards identified herein. Maximum weed control is expected through the use of pre-emergent and post emergent herbicides along with mechanical weed removal as necessary to maintain a clean weed site.
- All dead, diseased, and unsightly branches, perennial flower heads and leaf blades, vines, or other growth shall be removed by the Contractor as they develop. All groundcover areas shall be pruned to maintain neat but natural (not sheared) edges. Any groundcover runners that climb buildings, shrubs, trees, or covering other utilities, shall be pruned to a distance of 12" away from these obstacles. All groundcover shall be maintained within the intended growing location, and with edges tapered back away from concrete, walls, etc. to a consistent 45° angle. Blade edgers only, no string trimmers.
- Special emphasis shall be placed upon public safety during all work, but especially during pruning operations.
- All trimmings and debris generated during the workday shall be removed/recycled and/or disposed of by the Contractor off-site at the end of each workday.
- The Contractor shall contain all like groundcover and vines within their own areas. Do not allow two different types of groundcover and/or wall vines to intermix, unless specifically authorized by the Maintenance Superintendent.

- The Contractor shall maintain groundcover at least 6" clear of all fences. A clean smooth soil area shall be maintained under and around bottom fence rails and posts. In certain sites, a larger clearance and soil area shall be maintained.
- Where vines have fallen from walls, the Contractor shall make every effort to re-establish to the wall. Where vines die, the Contractor shall remove dead vines and replace with 5-gallon size.

1005-31 LITTER, LEAF, AND DEBRIS CONTROL (Included in Contract)

The Contractor shall, on a weekly basis, remove all litter, paper, glass, trash, undesirable materials, soil siltation and other accumulated debris from all project sites, including, but not limited to walkways, roadways, curbs, between and around planted areas, medians (paved portions as well), steps, planters, drains, "V" ditches, slopes, catch basins and detention basins, in order to maintain a neat and clean appearance of each zone.

The Contractor shall provide complete litter and debris pick up and supplemental cleanup of parking lot(s) on a weekly basis, or as necessary to ensure a neat appearance of the project sites. (Some highly visible sites require policing of litter two to three times per week to maintain a satisfactory appearance

The Contractor shall remove all accumulated leaves, soil and debris from all project sites, including planter beds, planters, utility enclosures, turf areas, under trees, and place in appropriate containers for recycling whenever possible.

The Contractor shall rake planters, planter beds, and turf areas under trees once per week as needed. Raking should not be used in groundcover or mulched areas except to remove heavy accumulation of leaves and debris. When raking is necessary, it should be done lightly, taking care not to damage plants or displace mulch. Raking of turf areas should only be needed when leaf drop is heavy and mowing is not sufficient to remove leaves. Air blowers may be used to remove leaf litter and debris as deemed necessary.

The Contractor shall police and pick-up and remove all litter/debris from special events areas immediately **prior to, during, and following** City-sponsored "Special Events," i.e. street fair, street parade, etc. Not to exceed three (3) events per year per zone.

Increases in the frequency of clean up for seasonal plant defoliation, clean up after winds, storms or "Special Events," shall be addressed immediately by the Contractor and completed within a reasonable time frame as approved by the Maintenance Superintendent.

The Contractor shall remove shopping carts or phone appropriate owner for immediate pickup, and all signs advertising garage sales, real estate, etc., that interfere with the maintenance of any landscape site. All recovered signs must be delivered to the City's Public Services Center, per City policy and shopping carts returned to the correct stores.

1005-32 WEED, GRASS CONTROL AND MULCH MAINTENANCE (Included in Contract)

All herbicides and other chemicals shall be used in strict conformity with product labeling and all applicable laws.

Chemicals shall be applied in a manner to prevent drift, applied to soil or as appropriate to the application/control. All appropriate precautions shall be employed to protect the public.

Public access to facilities shall not be limited as the result of chemical applications without prior authorization of the Maintenance Superintendent.

Turf and groundcover shall be uniformly maintained 24 inches away from the trunks of trees by use of appropriate chemicals.

A four (4) inch deep layer of mulch shall be maintained within the tree circles. The mulch shall be maintained 4 inches clear from the tree trunk. The circles shall be kept free of weeds and grasses by use of appropriate chemicals. The City may supply wood mulch as available and at drop-off points authorized by the Maintenance Superintendent. The Contractor shall load and transport wood mulch from these drop-off points to the project sites.

Linear chemical edging of turf boundaries between planted groundcovers may be performed in a manner that ensures a defined turf edge, and limits its encroachment into beds or across boundaries only where it is impractical to edge mechanically. A straight, uniform and neat four (4) inch barrier width shall be considered normal. Authorization from the Maintenance Superintendent is required for barrier widths larger than four (4) inches, or if visual unacceptable appearance may occur. Authorization from the Landscape Inspector is required for major site changes.

All weeds shall be controlled and/or eradicated weekly, including Kikuyu grass, crab grass, morning glory, knotgrass, nut sedge, vine-weed types, ragweed, spurge, oxalis, knotweed, and dandelion. Maximum weed control is expected by using a combination of pre-emergent and post emergent herbicides, along with mechanical weed removal as necessary.

During the spring of each year (February), and as deemed appropriate, a pre-emergent type herbicide shall be applied to control the above type weeds.

The Contractor shall remove all weeds weekly, and grass from roadways at areas of curbs and gutters, medians, stamped concrete (adjacent to maintained facilities), driveways, parking lots, walkways, patios, drainage areas (including detention areas), slopes, hillsides, expansion joints, V-ditches and all hard-surface areas adjacent to facilities within the public right-of-way or easements.

Weeds treated with a chemical herbicide shall be treated per the manufacturer's recommendation. If weed kill is not complete by the time specified in the manufacturer's recommendation, the Contractor shall provide additional applications at no additional

cost to the City. After the weeds are dead, the Contractor shall remove all dead weeds from the area immediately.

The Contractor shall inspect all project sites weekly, spot treat and/or mechanically remove weeds as necessary.

All chemical applications require a written schedule within a reasonable time frame. Prior to application, further recommendations from a Pest Control Advisor shall be submitted to the Maintenance Superintendent for approval. In addition, a monthly report that includes all applications for the month, product labels, and product MSDS shall be submitted with monthly invoice. Prior reporting format approval required from the Maintenance Superintendent.

1005-33 MULCHING (Included in Contract)

The Contractor shall maintain a maximum three (3) inch layer of nitrolized mulch in all shrub areas where no groundcover was intended and/or shrub areas. Mulch shall be placed in such a manner as to present a neat appearance, cover all bare soil, and not cover plant material or the bases of plants. Mulch shall be free of litter, foreign matter, and weed seed. The Landscape Inspector shall approve mulch prior to placement.

The City will supply wood chip mulch at designated drop off points as available, for the contractor to relocate and use as necessary at no additional charge to the City.

Mulch shall be replenished once per year during February and March throughout all sites, as required, or as directed by the Landscape Inspector.

1005-34 PEST AND DISEASE CONTROL (Included in Contract)

This specification requires full tree pest control maintenance. All trees will be maintained for pest and disease control with attention and action to address the following:

Symptoms of Insect Infestation

- Foliage with holes, ragged edges, and “skeletonized” leaves are signs of beetles, grasshoppers, or leaf cutter bees.
- Wilting leaves, a premature change in color of the foliage or abnormal growth patterns may be signs of aphids, mites, true bug, scales, thrips, or white flies.
- If a plant’s foliated area is stunted, wilting or suddenly dies, this could be a sign of grubs chewing on the root.
- When leaves are shiny and/or are coated with sticky substances, aphids are present.

- Dusty foliage and warm temperatures may produce mites. Keep mite populations low to prevent plant injury. Conifers, especially *Pinus halepensis*, are susceptible to and often killed by red spider mites.
- Bark beetles feed in the cambium of scaffold branches and trunks. Older and weaker trees are the first to be infested. Any evidence of stress is reason to inspect trees. Look for ants on the ground or in crotches of branches. Also, there may be dying branches. Control adult beetles before they lay eggs on bark in the spring. All trees near another tree infested the previous year should be sprayed in March and again in May or as provided in writing by a Pest Control Advisor. Ongoing inspections are necessary to determine if there is a summer brood.
- Snails should be controlled before they become epidemic. Anticipate the menace from spring until the advent of high temperatures wherever moist soil prevails. Control with weekly applications of toxic bait until the youngest brood is eliminated.

Insect Related Problems

If insects are suspected, the Contractor shall monitor the problem areas, determine the extent or progression of the problem, and if necessary spray with insecticide. If possible, monitor the problem for a short time before spraying, as the problem may correct itself.

- All landscape areas should be inspected for infestations of harmful pests including aphids, beetles, scale, slugs, spider mites, thrips, white flies, Eucalyptus longhorn borer, Eucalyptus psyllid, weevils, Palm borers, Palo Verde borers, and termites. Leaves that are chewed, blotched, deformed, discolored, skeletonized, defoliated, wilted, or with distressed visual signs may indicate signs of pest problems.
- Pest control measures may include an integrated pest management control plan, pesticide control, exclusion, evaluation of natural enemies, biological control, and host resistance.
- Application of all pesticides will be made by a State Licensed Qualified Applicator (QAL), or under their direction that is certified in the categories they are applying chemicals for.
- Pesticides should be applied whenever the possibility of harmful runoff is at its lowest. Early morning application shall be used whenever possible to avoid conditions that would greatly reduce the effectiveness of the treatment or create possible harmful run-off from the treated areas. The applicator should also ensure that the most effective chemicals for the life cycle of the pests are prescribed.
- The Contractor shall post warning signs to adequately alert the public to stay off the site in areas where pesticides are to be applied, and the Contractor shall

reduce watering to minimize runoff. If water is required to increase pesticide efficiency, it should be applied in quantities the area is capable of receiving it without creating excessive runoff.

- The Contractor shall exercise caution when mixing and transferring pesticides to prevent contaminating areas outside the target area. Application methods should be used to ensure materials remain confined to the target area. Spray tanks containing excess chemicals shall not be drained on site. Disposal of pesticides as well as tank cleaning materials shall be in compliance with guidelines established by the State of California Food and Agricultural Code and EPA regulations.
- Spray equipment shall be in good operating condition, of high quality, and designed to efficiently apply prescribed materials. Avoid high-pressure applications and water-soluble drift agents.
- Pesticides should be selected from materials, which characteristically have the lowest residual persistence and half-life.
- All staff must be properly trained and certified to apply chemicals and pesticides.

Airborne Fungus

The Contractor shall control suspected airborne fungus with an appropriate fungicide application or cut out the problem area or remove the plant. When pruning infected areas, be sure to disinfect tools with a commercial disinfectant or bleach solution and dispose of the branches. Airborne fungus diseases may include anthracnose, powdery mildew, sudden wilting, cankers, and crown gall.

Soilborne Fungus

For a soilborne fungus, some pathogens can be destroyed, or problems reduced by using a fungicide application or by covering the problem area with black plastic for six to eight weeks. If plants do not respond or are too severely damaged, the plants may have to be removed and replaced.

- Signs of a soil borne fungus include wet wood, slime flux, leaf spotting, and blotchy leaf coloring.
- All materials shall be used in strict accordance, and applied within the most current EPA regulations as well as the California Food and Agricultural Code requirements.

Prior to treating any of these ailments, the Contractor shall arrange for soil samples to be tested by a recognized laboratory or facility. Testing should determine level for pH, nutrients, and toxicity. Results should include a recommended formula to properly treat the disease. A complete report shall be filed with the Maintenance Superintendent for review and approval.

Injury

Injury to plants can result from mechanical or chemical damage as follows:

- Mechanical injury symptoms include tattered, torn, chewed leaves or broken/split limbs and torn bark. Insects or people usually cause this type of injury to plants.
- Chemical injury symptoms include leaf or shoot distortion and/or burnt leaf margins.
- Weather related symptoms include split trunk tissue (sunburn), wilted leaves, dead twigs or branches.
- Soil problems may mean saturated soils, contaminated soils or improper balance of nutrients resulting in off colored or yellowing of leaf, spotty defoliation caused by lack of oxygen or root rot. More typical symptoms may include a sudden wilting of the leaf or presence of fungal growth or conks.
- Symptoms associated with root problems include stunted growth, elongated twig growth or dead branches caused by girdling roots, confined or severed root structure.

Possible control measures may include the following:

- Mechanical problem: Repair what you can.
- Chemical problem: Saturate the soil with water to leach out the contamination.
- Pollution problem: Replace with a more pollution tolerant plant material.
- Water saturation problem: Try changing plant grade, irrigation patterns, or aerating soil.
- Root problem: Cut off girdling root or remove and replace plant material.

The Contractor shall initiate a sound preventive maintenance control and inspection program to control diseases and pests.

The Landscape Inspector shall be notified immediately of any diseases, insects, or unusual conditions that develop.

The Contractor shall maintain all landscaped areas free of disease and insects that could cause damage to plant materials, including but not limited to trees, shrubs, groundcover and turf.

The Contractor shall implement a horticulturally sound disease control and maintenance program, to prevent all common diseases from causing serious damage. Disease

control shall be achieved utilizing materials and application rates recommended by a California Agricultural Pest Control Advisor, on an as needed basis.

The Contractor shall eradicate or remove all types and varieties of bees, ants, rodents and other pests which the Landscape Inspector deems to be a public nuisance or hazard. Africanized bees and fire ants require caution and specialized training to control and eradicate. The Contractor shall arrange for such operations within a 24-hour period after notification. If the Contractor does not respond within the prescribed time, the Maintenance Superintendent may cause the work to be performed by outside forces and deduct costs from the Contractor's monthly payments.

The Contractor shall eliminate gophers, ground squirrels, rats, mice, and other rodents using appropriate, approved exterminating techniques (traps, baits, etc.). All traps or bait stations shall be labeled with warning signs of the hazard and shall be placed in appropriate locations to minimize public concern or exposure as stated on chemical product being used. Non-coagulative extermination measures will be used.

All chemical applications require a written schedule within a reasonable time frame. Prior to application, further recommendations from Pest Control Advisor shall be submitted to the Maintenance Superintendent for approval. In addition, a monthly report that includes all applications for the month, product labels, and product MSDS shall be submitted with monthly invoice. Prior reporting format approval is required from the Maintenance Superintendent.

1005-35 INTEGRATED PEST MANAGEMENT (IPM) (Included in Contract)

As written in the University of California publication, *Pests of Trees and Shrubs: An Integrated Pest Management Guide*, a good IPM program requires regular examining of plants and maintenance practices, cultural practices and maintaining good records to determine and recognize abnormal plant or health appearance. Quite often this requires more than one method to be effective. Utilizing the following basic guidelines will provide a successful IPM program:

- Prevention program including industry accepted Pest and Symptom identification practices.
- Regular surveying for pests program.
- Action thresholds and guidelines program.
- Sound management methods program and the use of biological control and biopesticide use.

This contract must also combine a good IPM program to minimize chemical applications. **The Contractor must provide a written program to the Maintenance Superintendent for evaluation and approval within the first month of initiating the Contract.** As adjustments to the program are required, the Contractor must provide immediate written notification of such changes to the Maintenance Superintendent.

1005-36 USE OF CHEMICALS (Included in Contract)

At the time of the bid opening, the Contractor must possess a State of California Pest Control Business License and any staff supervising or applying pesticides must hold a valid State of California Qualified Applicator's License. Should a dispute arise as to the license(s) required, the decision of a Deputy from the Ventura County Agricultural Commission's office shall prevail. This requirement is not a mere formality, and the City will not waive.

The Contractor shall ensure that all work involving the use of chemicals shall be in compliance with all current Federal, State and Local laws and product labels, and will be accomplished by or under the direction of a State of California Licensed Pest Control Operator. The use of the most efficient and current application techniques and equipment shall be utilized at all times. Every reasonable effort to use good management practices during any and all applications of chemicals, including but not limited to rotating chemicals to fight plant and insect resistance to chemicals, is required.

Twice per calendar year (January and July) the Contractor shall provide a report summarizing what actions were taken to fight plant and insect resistance to chemicals they have applied.

The Contractor shall ensure that all applications are made by a State of California Licensed Pest Control Applicator (no exceptions). Application shall be in strict accordance with all governing regulations. The Contractor shall provide sufficient (2 workdays) advance notice to the Landscape Inspector of the project site, date, time, method of application, chemical to be used, label, MSDS and the target area.

The use of beneficial insects and low-toxicity chemicals such as soaps or oils as part of a good Integrated Pest Management Program is encouraged. The Contractor is fully responsible for timing of all applications. However, a fall/winter application of oil to control spring insects on certain plant materials is required.

Records of all operations including current Material Safety Data Sheets and Product Sheets, stating dates, times, methods of application, target pest, chemical formulations, Applicator's names, and weather conditions shall be made and retained in an active file for a minimum of three (3) years. A copy of all applications for each month must be submitted to the Maintenance Superintendent concurrent with monthly invoicing. This will include the pest to be controlled, method of control, product labels, frequency of schedule and the Pest Control Advisor's written recommendations all on a form acceptable to the Maintenance Superintendent.

All chemicals requiring a special permit for application thereof must be registered with the County Agricultural Commissioner's Office and a permit obtained by the Contractor. The Contractor and his agents shall adhere to all regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California.

Chemicals shall be applied when air currents are still, to prevent drifting onto adjacent property and to prevent toxic exposure to the public.

The use of growth regulators on plant material which will respond well to said chemicals is strongly encouraged. Application of these products may be required to reduce or eliminate nuisance fruit, as well.

1005-37 PLANT MATERIALS (Included in Contract)

Plant materials shall conform to the requirements of the Specifications and the "Horticultural Standards" of the American Standard for Nursery Stock, ANSI Z60.1-2004.

Substitutions of plant materials may be allowed with prior written authorization of the Maintenance Superintendent.

Quality

- Plants shall be sound, healthy, vigorous, free from plant disease and insect pest or their eggs, and shall have healthy root systems free of girdling or circling roots and shall comply with all state and local regulations governing these matters, and shall be free from any noxious weeds.
- Plant materials shall be symmetrical, and/or typical for variety and species.
- Trees shall not have been topped.
- All plant materials are subject to acceptance as to quality by a Public Works Landscape Inspector.

Loss

The Contractor shall guarantee all plant materials will remain in healthy condition from the date of initial acceptance by contractor and the Maintenance Superintendent, until the termination of the Contract.

With the exception of plant material impacted by any mandated water restrictions, the Contractor shall replace all plant material that dies, is damaged, etc., within one week of notification (5 working days). The Landscape Inspector will work with the Contractor every other month, or sooner to establish a missing plant material list. The Contractor has the responsibility to initiate and replace the missing plant materials, see section 1005-7.

Newly planted areas shall receive special attention until plants are established. Adequate water shall be applied to promote normal, healthy growth. Proper berms or basins shall be maintained during the establishment period (as deemed appropriate by the Landscape Inspector).

The Landscape Inspector shall inspect and tag nursery stock within 30 miles of City Hall. A representative of Contractor shall be present at all times during tagging operations. The Contractor shall provide transportation and representation if nurseries beyond 30 miles are utilized to purchase plant materials.

1005-38 OPEN SPACE AND UNDEVELOPED AREAS (Included in Contract)

Open space areas in concept were brought into being to relieve the density of community development, and to provide an aesthetic "green belt" to the surrounding areas.

The City's intent is to re-establish plant growth in areas of open space and to maintain these areas as close as possible to natural conditions prevailing in the area. Emphasis should be placed on establishment and continued growth of native trees/shrubs as approved by the City.

Once per month (second and last week), or as needed, the Contractor shall control and/or remove from the project sites, undesirable undergrowth (weeds) that may promote fire hazards, etc., to meet or exceed the local fire department requirements.

The Contractor shall remove litter and trash from the sites at least once per month (second and last week), or as needed.

Pruning or trimming includes the trimming of encroaching adjacent private property shrubs, trees, and groundcover from the project sites, or as needed.

The Contractor shall abate or trap rodents as needed.

1005-39 MEASUREMENT AND PAYMENT

No separate payment will be made for work performed or for compliance with the requirements outlined in this Section, "Landscape Maintenance Requirements". Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid in the Bid Schedules, and no additional compensation will be allowed therefor.

SECTION 1006

TREE & SHRUB MAINTENANCE REQUIREMENTS

This specification requires limited tree maintenance by the contractor. All trees approximately 15 feet in height or under will be maintained for broken limbs, water sprouts, suckering, tree staking, and ties/supports.

1006-1 **UNAUTHORIZED TREE REMOVALS** (Included in Contract)

Contractor shall be charged for the value of the damage or unauthorized tree removals calculated as follows:

- Under 12" diameter (\$30.00 per inch diameter x 30% x 3)
- 12" to 36" diameter (\$30.00 per inch diameter x 30% x 3)
- 36" diameter or greater (\$30.00 per inch diameter x 30% x 3)

In addition to the above charge, the Contractor will be requested to provide a replacement 24" box tree of the type and quality designated by the City, at the Contractor's expense.

1006-2 **HAZARDOUS CONDITIONS** (Included in Contract)

- A. It shall be the Contractor's responsibility to inspect and identify any hazardous landscape and/or tree condition(s) that renders any areas within this agreement unsafe, as well as any unsafe practices occurring thereon. The Landscape Inspector shall be notified immediately of any unsafe condition that requires abatement or correction.
- B. The Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in landscaped areas, using barricades or traffic cones to alert persons of the existence of hazards so as to protect all persons from injury, i.e., fallen tree limbs, etc.
- C. The Contractor shall inspect all work sites for hazards, or potential hazards, prior, during and after performing the required work. This includes raised walks, damage to walls, obscured sight distances for vehicles leaving driveways from overgrowth, damaged driveways, curbs and gutters.
- D. During the required inspection of all work sites for hazards or potential hazards, the Contractor shall keep a log indicating the date the area was inspected and any unsafe conditions, as well as the action taken to correct or mitigate.
- E. The Contractor shall cooperate fully with the City of Simi Valley in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof, to the Engineer within 48 hours following the occurrence.

1006-3 EMERGENCY CALLS FOR TREE SERVICE (Included in Contract)

- A. The Contractor shall have the capacity to receive and to then respond immediately (within sixty (60) minutes), to calls of an emergency nature from the City during normal working hours.
- B. Contractor must designate a person within their company who will respond to emergency calls, 24 hours a day. This designated person (name and number) shall be identified on the staff roster.
- C. The Contractor shall submit telephone number(s) on the staff roster that can be used to obtain emergency service on a 24-hour basis.
- D. Upon arriving at any emergency situation, it shall be the responsibility of the Contractor to evaluate and if possible eliminate all unsafe conditions that would adversely affect the health, safety or welfare of the public and staff/contractor. The contractor shall notify the City immediately of all emergency situations.
- E. Failure to respond within sixty (60) minutes, may cause such action to be taken by other City contracted work force or by City staff, and shall deduct the cost thereof from the Contractor's monthly payment.
- F. The following individual City staff may call an emergency at any time:
 - 1. City Manager
 - 2. Assistant City Manager
 - 3. Director of Public Works
 - 4. Assistant Director of Public Works
 - 5. Deputy Public Works Director (Maintenance Services)
 - 6. Maintenance Superintendent (landscape maintenance)
 - 7. Maintenance Supervisor (street trees)
 - 8. Landscape Inspector

1006-4 TREE PRUNING AND SHRUB CARE (Included in Contract)

For the purpose of these specifications, in general and for the majority of instances, a tree shall be defined as an upright single-stemmed plant. A shrub shall be defined as a multi-stemmed plant.

Trees/shrub and other woody plants respond in specific and predictable ways to pruning and other maintenance practices. BMP pruning practices emphasizes preserving and enhancing the beauty, structural integrity and functional values of trees and shrubs. Shrubs/trees should never be "hedged", "boxed", or "balled", without specific authorization and direction from the Landscape Inspector.

The Contractor shall only use hand-pruning tools to prune shrubs/trees. Use of power shears are only allowed when the height or width of the plant must be reduced quickly, and with prior written authorization by the Landscape Inspector. Weed whip or string trimmers are not allowed to be used for trimming purposes. When the use of power

shears is necessary, remove branches to a desired height or width first, and then selectively remove branches, as necessary, with hand pruners. Pruning of plants into geometric forms is not permitted.

The best time to prune evergreen plants is in late fall or early spring. Selectively remove limbs/branches when traffic signs or line of vision is blocked, block or plants become rangy or woody, have dead or broken limbs/flower stocks, or when plant impedes access to sidewalk or curb areas.

In most cases, it is desirable to allow plants to grow into each other to create a hedge. This practice may be approved on a case-by-case basis by the Inspector.

After flowering plants have bloomed, remove flower stock back to the previous year's growth.

Shrubs adjacent to curbs shall not exceed a maximum height of 24" measured from top of curb. Shrubs located behind sidewalk areas may be allowed to grow taller, but shall not be allowed to impede driver or pedestrian traffic, or driver/pedestrian vision, or grow onto the sidewalks or into private property. When working in zone 14A and 14B, keep *Acacia redolens* pruned to maximum 4'-0" height when adjacent to residential fences, or as otherwise directed.

The Contractor shall maintain all street median shrubs below a maximum height of 24" measured from the top of curb, or as directed by the Landscape Inspector for improved line of driver/pedestrian site, or for the health of the plant material.

The Contractor shall maintain all adjacent encroaching private property shrubs, vines and trees (plant materials), from the project sites, on a regular basis to not allow the plant materials to get overgrown or encroach into the City's street right-of-ways and /or easements. Careful maintenance and following good pruning practices and standards is required. Maintenance shall not encroach into private property without obtaining current permission from the property owner.

All persons performing work in landscape areas shall prune shrubs and trees based on the International Society of Arboriculture, National Arborist Association and American National Standards Institute criteria.

All persons performing work on City trees/shrubs, in or around electrical lines or facilities, must be trained to do so according to the "Electrical Safety Orders" of the State of California, including all amendments and revisions. Upon award of this contract and on the 2nd of January of each Contract year, the Contractor shall provide the City with their current list of trained /certified personnel who will be performing work in proximity to electrical lines.

All cutting tools and saws used in pruning shall be kept sharpened to provide final cuts with an unabraded wood surface and secure bark remaining intact. Unless otherwise approved, all trees/shrubs shall be pruned with hand tools only. Use of chain saws will not be permitted.

All equipment used for pruning shall be kept in good and safe working order. Equipment shall be sterilized before the start of work every day, predicated on existence of pathogens, host, and environment. All significant pest problems shall be promptly reported to the Landscape Inspector.

Prior to pruning a City tree/shrub, the Contractor shall coordinate with the Landscape Inspector the pruning schedules, discuss and agree upon the purpose and intent of the pruning to be done, procedures, and any questions pertaining to the work.

When pruning cuts are made to a side limb, such remaining limb must possess a basal thickness of at least one-third (1/3) of the diameter of the wound so affected. Such cuts shall be considered proper only when such remaining limb is vigorous enough to maintain adequate foliage to produce wood growth capable of callusing the pruning cut so affected within a reasonable amount of time.

All final pruning cuts shall be made at the branch collar in such a manner as to encourage the earliest possible covering of the wound by natural callus growth. Flush cuts will not be allowed or tolerated.

Tree limbs shall be removed and controlled in a way that causes no damage to other parts of the tree, or to other plants or property.

Whenever pruning cuts are to be made, while removing limbs too large to hold securely in one hand during the cutting operation, the limbs shall be cut off first, using the three part cut one (1) or two (2) feet before the intended final cut. Then the final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Such cutting back shall not include the removal of any live, healthy limbs in excess of six (6) inches in diameter without prior approval from the Landscape Inspector.

No more than twenty-five percent (25%) of the live wood or canopy area may be removed from the crown of any tree/shrub, with the exception of oaks, which are limited to no more than ten percent (10%) throughout a growing season.

Remove any extraneous metal, wire, rubber or other material (i.e., stakes, ties) interfering with tree/shrub growth. If such material cannot be removed, pruning shall only proceed when it can be performed safely.

The Contractor is responsible to report any defective or weakened trees/shrubs to the Landscape Inspector. Specifically, report any structural weakness of a tree, decayed trunk or branches, noting the location of the tree/shrub by zone, area number, street address if possible, or other means of identification, including a detailed description of the hazard found.

No pruning of trees/shrubs will be allowed when beneficial animal or bird nests or nesting cavities are observed. Preserve and protect any nesting habitat whenever feasible, unless doing so would create a hazard. Follow Fish and Games guidelines for working around and protecting said nesting birds and animals. More information can be obtained at the California Fish and Game Commission website, www.fgc.ca.gov.

Communicate any concerns in this regard to the City Inspector if there is a question about proper procedures.

When pruning City tree/shrub, the Contractor shall also prune branches from adjacent private property trees, shrubs, or vines that obstruct City facilities, street trees or traffic visibility or obstruct line-of-sight (i.e., stop signs, traffic signs, streetlights, sidewalk traffic, vehicular traffic). Proper crown reduction tree/shrub pruning techniques are to be used.

Shrubs shall be maintained a minimum of 12" distance from fences, walls, and structures, unless Inspector directs differently, and kept below the tops of fences, sidewalk, and structures.

1006-5 COMPLETE TREE/SHRUB PRUNING (Included in Contract)

Complete tree pruning for all trees up to fifteen (15) feet in height and all shrub pruning shall consist of the total removal of those dead or living branches as may threaten the future health, strength and attractiveness of trees/shrubs. Shrubs over fifteen (15) feet in height are still the responsibility of the Contractor to maintain as part of this contract. Specifically, trees/shrubs shall be pruned in such a manner as to:

- Prevent branch and foliage interferences with safe public passage. Over street clearance shall be kept to a minimum of fourteen (14) feet above the paved surface of the street, and nine (9) feet above the surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees/shrubs that would be irreparably damaged by such pruning.
- Remove all dead and dying branches and branch stubs.
- Remove all broken or loose branches.
- Remove any live branches that interfere with the tree's/shrub's structural strength and healthy development, including the following:
 - Branches that rub and abrade a more important branch.
 - Branches of weak structure that are not important to the framework of the tree/shrub.
 - Branches that, if allowed to grow, would wedge apart the junction of more significant branches.
 - Branches forming multiple leaders in a single leader type tree.
 - Branches near the end of a limb that will produce more weight or offer more resistance to wind than the limbs are likely to support.
- Provide selective removal of undesirable sucker and sprout growth, with sufficient caution used to not nick or damage the sprout "burl".

- Provide selective removal of one or more developing leaders where multiple branch growth exists near the end of broken or stubbed limbs.
- Provide selective removal of limbs obstructing buildings or other structures or traffic signs. Generally, limbs closer than five (5) feet to a building or other structure should be removed unless doing so would severely damage a tree.
- Allow removal of branches that project too far outward beyond an otherwise symmetrical form.
- Cut back ends of branches and reduce weight likely to result in breakage of supporting limbs.
- Clear trees/shrubs of sprout or sucker growth. Exceptions are allowed for young trees that would be irreparably damaged by such pruning action.
- Obtain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree/shrub, unless authorized by the Landscape Inspector.
- Remove all vines entwined in trees/shrubs and on tree trunks. Vine tendrils shall be removed without injury to said trees/shrubs and carefully cut back 12" from the tree trunks or shrub.
- Clear all branches and foliage within ten (10) feet of primary electrical lines, within three (3) to five (5) feet of secondary electrical lines and within one (1) to two (2) feet from all telephone and cable lines.
- Maintain shrubs three (3) feet from all trees.

1006-6 PARTIAL TREE/SHRUB PRUNING (Included in Contract)

Partial tree pruning shall consist of the total removal of those dead or living branches which may menace the future health, strength and attractiveness of trees. Specifically, trees shall be pruned in such a manner as to:

- Prevent branch and foliage interferences with safe public passage. Over-street clearance shall be kept to a minimum of fourteen (14) feet above the paved surface of the street, nine (9) feet above the surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees that would be irreparably damaged by such pruning.
- Remove dead and dying branches and branch.
- Remove all broken or loose branches.
- Remove any live branches that interfere with the tree's structural strength and healthy development, including following:

- Remove limbs of weak structure or otherwise hazardous to the public.
- Selectively remove limbs obstructing buildings or other structures or traffic signs. Generally, limbs closer than five (5) feet to a building or other structure should be removed unless doing so would severely damage a tree.
- Clear trees of sprout or sucker growth. Exceptions are allowed for young trees that would be irreparably damaged by such pruning.

1006-7 UNACCEPTABLE PRUNING (Included in Contract)

The following pruning procedures, or other procedures which may result in tree/shrub decline, are not allowed (unless for storm damage repair, or as authorized by the Maintenance Superintendent):

- Severe cutting back of all growing tips, usually called topping, hedging, pollarding, or hat-racking.
- Flush cutting, where a cut is made flush with the surface of the trunk or limb, removing the branch collar and branch bark ridge.
- Stub cutting, where branch removal results in the base of the removed branch protruding more than approximately one-fourth (1/4) inch beyond the zone of branch collar and branch bark ridge.
- Removal of healthy main leaders, for reasons other than power line clearance.
- Excessive cutting or lifting that exceeds the International Society of Arboriculture or City standards.

1006-8 SMALL TREE/SHRUB CARE (Included in Contract)

Definition - Trees/shrubs with trunk diameters, of fifteen (15) feet or less in height are considered as small trees/shrubs.

The Contractor shall prune small trees/shrubs so as to provide “training” of the branches, including the total removal of those dead or living branches as may inhibit the future health, strength, and attractiveness of the trees/shrubs, as follows:

- Remove all dead and dying branches and branch stubs.
- Remove all broken or loose branches.
- Remove any live branches that interfere with the tree's/shrub's structural strength and healthful development.
- Undesirable sucker and sprout growth, with due caution to not nick or damage the sprout "burl".
- Limbs that rub and abrade a more significant branch.

- All Palms will be inspected and treated as required for fungus and scale, but at least twice per year (September and February).
- Limbs of weak structure which are not important to the frameworks of the tree/shrub.
- Limbs, which, if allowed to grow, would wedge apart the junction of more significant branches.
- Limbs forming multiple leaders in a single leader type tree.
- Selective removal of one or more developing leaders, where multiple branch growth exists near the end of broken or stubbed limbs.
- Near the end of a limb cut back branches, which will produce more weight or offer more resistance to wind than the limbs are likely to support.
- Obtain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree/shrub.

The Contractor shall remove all vines entwined in trees/shrubs and on tree trunks. Vine tendrils shall be removed without injury to trees/shrubs.

All trees/shrubs shall be pruned with hand tools only, **chain saws are not permitted (see Section 1006-4)**. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or disease problems.

The Contractor shall remove weeds from the area around the base of the tree/shrub and shall carefully remove soil back from tree base to establish proper root basal flair. The Contractor shall construct/form tree/shrub wells/basins so as to retain a minimum of 20 gallons of water (see City plates).

The Contractor shall apply mulch around the base of the tree/shrub, however, holding mulch back from the base of the tree/shrub (Section 1005-33).

The Contractor shall remove stakes and ties that are no longer needed (the tree can stand on its own) or to prevent girdling of the tree. If the tie is grown into the tree, remove all portions possible without causing injury to the tree.

The Contractor shall adjust ties/stakes as necessary to allow for proper movement of the tree. Ties shall be adjusted to prevent girdling or damage to the trunk.

The Contractor shall add stakes/ties as necessary to provide support (see City standard planting plate).

The Contractor shall remove old stakes that are no longer serving a purpose and/or restake as necessary with lodgepole stakes (use City planting plate).

1006-9 TREE/SHRUB REMOVAL (Included in Contract)

All tree(s) and shrub(s) that are dead and up to fifteen (15) feet in height shall be removed as part of the contract, and there shall not be an additional charge for tree/shrub removal as directed by the Landscape Inspector. The removal of trees and/or shrubs shall include the removal of all parts of the plant, trunk, stump and roots. Stump and root removal shall be provided at no additional cost to the City (see Section 1006-10).

Prior to starting any tree/shrub removal work on a City tree/shrub, the Contractor must notify and schedule a meeting with the Landscape Inspector. At this meeting, schedules, procedures, and any other questions about the project, will be discussed and any clarifications addressed.

In an emergency clean up or removal situation, the Contractor shall document the removal location, facility, plant type, size, and reason for failure. The Contractor shall notify the Landscape Inspector of such emergency as soon as possible.

The Landscape Inspector will mark the tree/shrub for removal with an orange "X". Should a tree/shrub be scheduled for removal and not be marked, or if there is any doubt about the tree/shrub to be removed, the Contractor shall contact the Landscape Inspector to verify. After the tree/shrub has been identified for removal the Contractor shall contact Underground Service Alert (1-800-227-2600) 72 hours prior to work activity to schedule the identification of all known underground utilities.

The Contractor shall ensure public safety, as well as the safety of the Contractor's workers, at all times during tree/shrub removal operations. Any damage shall be immediately reported to the Landscape Inspector and promptly repaired as specified elsewhere in these Specifications. The Contractor is fully responsible for repair costs and fines associated with the damages made during operations.

In the event Dig Alert markings are located within 24 inches on any side of an excavation, the Contractor shall carefully "pot hole" and locate the underground utility prior to beginning an excavation (per Assembly Bill 73, Chapter 928, Article 2, Section 4216). The Contractor shall ensure utilities are protected from damage and the street tree or shrub root system removed to the maximum depth allowable, based on the depth and location of the underground utility.

1006-10 STUMP REMOVAL (Included in Contract)

Prior to starting any stump removal work on a City tree/shrub, the Contractor must notify and schedule a meeting with the Landscape Inspector. At this meeting, schedules, procedures, and any other questions about the project, shall be discussed and any clarifications addressed.

The Contractor shall ensure public safety, as well as the safety of the Contractor's workers, at all times during tree/shrub removal operations. Any damage shall be immediately reported to the Landscape Inspector and promptly repaired as specified elsewhere in these Specifications. The Contractor is fully responsible for repair costs and fines associated with the damages made during operations.

The Contractor shall endeavor to ensure public safety, as well as the safety of the Contractor's workers, at all times during stump/root removal operations. Any damage shall be immediately reported to the Landscape Inspector and promptly repaired as specified elsewhere in these Specifications.

Stumps shall be ground to 24 inches below grade and all roots larger than 1 inch in diameter, shall be removed. All visible surface roots shall be removed. All chips over 1 inch in diameter shall be removed and the void area backfilled with grade-A topsoil or native soil, which is to be compacted and mounded at 4 inches above grade. The Contractor, at no additional cost, shall furnish all backfill soil to the City. Repairs to any damaged concrete or other property shall be addressed as well pursuant to Schedule I/II change.

Reseeding and/or groundcover must be replaced immediately following the backfill work.

All volunteer seedlings and root sprouts growing within a ten (10) feet radius of the stump must be removed.

Per Assembly Bill 73, Chapter 928, Article 2, Section 4216, the Contractor shall carefully "pot hole" and locate all underground utilities prior to beginning an excavation. Dig Alert must be notified and allowed sufficient time to mark the location of underground utilities, prior to excavation. The Contractor must expose the utility if found within 24 inches on any side of a proposed excavation, and protect in place.

1006-11 TREE PLANTING (Schedule II)

The Contractor shall adhere to the following requirements for the planting of City trees under this Contract:

The Contractor is responsible for tree planting, including staking and installing ties, trunk guards, and root barriers (as required), per City plates. The Contractor shall supply the trees, unless otherwise provided to the Contractor, as specified herein, including all materials and labor necessary.

Prior to plant material purchase and delivery, the Landscape Inspector shall inspect all materials of any size unless otherwise authorized by Maintenance Superintendent.

Prior to starting any tree planting work the Contractor must notify and schedule a meeting with the Landscape Inspector. At this meeting, schedules, procedures, and any other questions pertaining to the project, shall be discussed and any clarifications addressed.

The standard details of tree planting, tree staking, deep root control barriers and tree well cutouts are shown on the City of Simi Valley Standard Tree Planting Drawings included in Appendix C of these Specifications. Unusual tree planting sites, especially in heavy traffic areas, may require special soil or other treatment. Any special treatments needed are identified elsewhere in these specifications.

Tree sizes shall be as specified by the Maintenance Superintendent. Trees shall be well-formed, single stemmed trees with a pronounced central leader (unless otherwise

specified) for the size specified and provided and meet the ISA developed standards and the ANS (American Nursery Standards) as follows:

- Fifteen (15) gallon trees - minimum three quarter (3/4) inch caliper, or larger, measured at six (6) inches above ground level, with good taper for a strong trunk. Tree height shall be comparable with what is commonly available in the nursery industry, as specified by the Maintenance Superintendent.
- 24-inch box trees - minimum one and one-half (1 1/2) inch caliper, or larger, measured at six (6) inches above ground level, with good taper for a strong trunk. Tree height shall be comparable with what is commonly available in the nursery industry as specified by the Maintenance Superintendent.
- 36-inch box trees - minimum three (3) inch caliper, or larger, measured at six (6) inches above ground level, with good taper for a strong trunk. Tree height shall be comparable with what is commonly available in the nursery industry as specified by the Maintenance Superintendent.
- 48-inch box trees – minimum four (4) inch caliper or larger measured at six (6) inches. Above ground level, with good taper for a strong trunk. Tree height shall be comparable with what is commonly available in the nursery industry as specified by the Maintenance Superintendent.
- Brown trunk (palms) - height is measured from the ground up to the base of the first green/live frond. All portions of the trunk must be clean and free of any leaf parts. Additionally, the trunk should be straight and free of defects (i.e., spike wounds, depressions).

The Landscape Inspector shall inspect planting materials prior to installation. The Contractor will pay for all expenses relating to any plant material inspections made at nurseries outside the City limits of Simi Valley. Trees shall be certified insect and disease free by the nursery, have a clean, even trunk, symmetrical, well-balanced crown. Wounds from previously pruned branches should be callused over, or well on their way to proper callusing. Branches shall be distributed evenly throughout the tree or otherwise displaying good scaffolding.

Trees that are found to be root bound or otherwise defective during or after planting shall be replaced by the Contractor, at no expense to the City, with an acceptable tree, either before the project is completed or during any warranty period.

Prior to delivery of plant materials, planting materials shall be approved by the Landscape Inspector, unless inspection is waived by the Maintenance Superintendent in writing. Waiving of inspection does not preclude the potential of nonacceptance of the tree any time during the project within the warranty period at the end of the project. Trees found defective or not meeting City specifications after planting shall be removed by the Contractor, at the Contractor's expense despite any previous City inspections and/or approvals.

The Landscape Inspector will review materials as follows:

- Trees in broken or damaged containers, root bound or with broken branches or injured trunks will be rejected. All plant material must be healthy, vigorous, pest free, void of any cambial wounds and otherwise fulfill all specifications. All trees

must be established in their containers in which they are sold. Trees with circling roots or poor root structure will be rejected. Established container stock is defined as a tree transplanted into a container and grown in the container for a length of time sufficient to develop new fibrous roots so that the root mass will retain its shape and hold together when removed from the container. The tree trunk should not move independently of the root ball.

- The condition of the roots of trees furnished by the Contractor in containers will be inspected by removing soil from the roots of not less than two (2) trees nor more than two percent (2%) of the total number of plants of each species, except that when stock are from several sources. The roots of not less than two (2) trees from each source may be inspected.
- Trees must be true to name and variety and meet or exceed all requirements and recommendations of the American Standard for Nursery Stock, ANSIZ 60.1-1990, and as further specified herein. In all cases, the botanical name shall take precedence over the common name. The Landscape Inspector will make final determination and approve all species or variety and whether the tree meets specifications.
- Root Control Barrier - Root barrier shall be Model LB 12-2 or Model UB 24-2, manufactured by Deep Root Corp., or an approved equivalent, as determined by the Maintenance Superintendent. Root barriers must have a root deflection rib and a top edge. The root control panels or planters may not be altered without written approval from the Maintenance Superintendent.
- Tree Stakes - The tree stakes shall be eight (8) feet long and two (2) inches in diameter lodge pole stakes, meeting City plate requirements.
- Staking Ties - Ties shall be fastened to the stakes per the City detail plate in such a way that allows for tree movement and also supports the tree.
- Trunk Guard - A trunk guard shall be placed around the base of all trees planted, whenever the tree is planted in a location where string trimmer damage is possible.
- Wood Chip Mulch - Wood chip mulch shall be free of non-organic and deleterious substances and of a quality approved by the Landscape Inspector.

The tree planting locations will be spotted and marked in the field by the Landscape Inspector. Spotting for street tree planting is usually done with a green paint mark on the asphalt pavement near the curb. The Contractor is responsible to contact Dig-Alert and having the site fully marked for conflicts a minimum of 72 hours prior to planting. No work shall proceed where there is a discrepancy and until authorized by the Landscape Inspector.

Where multiple tree plantings are required in one area, stock shall be selected for uniform height and spread to ensure symmetry in planting.

All trees shall be planted immediately after removal from containers. Containers shall not be cut or otherwise damaged before delivery of the trees to the planting area.

Nursery stakes, ties and ribbons shall be removed. No stakes shall remain in the root ball after planting.

Trees shall not be placed in dry soil. Muddy soil shall not be used for backfilling. Fill all plant pits with water and allow pit to leach out immediately before adding the prepared soil mix for backfill.

When planting container stock, use City planting plate and position the plant in the hole so that the tree root crown is slightly exposed above the grade (not to exceed one inch) without exposing roots or the root ball. Then backfill with amended backfill soil halfway up the root ball. Tamp in soil to remove air pockets. Complete the backfilling to finish grade, again tamping soil to remove air pockets.

Form a water basin at least twelve (12) inches outside the root ball; with soil berms and fill with water immediately. After this first watering has percolated, water the trees again. All water basins shall be top-dressed with a layer of wood chip mulch at least three (3) inches in depth. Care shall be taken to not pile mulch up against the trunk. A trunk guard shall be placed around the base of the tree immediately after planting, if the tree is located in a grass or planted area. The well basin and mulch shall be maintained throughout the entire landscape maintenance period, unless otherwise specified.

Trees shall be staked and tied with lodge pole pine stakes and tree ties as specified, and installed as per the City Standard Plates. Root barriers and the backfill shall be installed on specified trees. A ten (10) feet length of root barrier per City plates shall be used when within 3 feet of PCC hardscape or City right-of-way specified. The barriers shall be centered on the tree against the City sidewalk and/or curb. The barrier shall be set in a vertical position, with the 'ribs' placed toward the tree, against and two (2) inches below the concrete sidewalk surface. Backfill around the face of the root barrier with a mix of 50% sifted and 50% native soil. Soil shall be jetted and hand packed to eliminate settling.

After planting, prune trees as necessary to remove broken limbs, or as otherwise directed by the Landscape Inspector.

All palms shall be obtained from or by a State licensed nursery and shall be handled with the best and most current horticultural practices.

Palms will be inspected by the Landscape Inspector for height, girth and overall form in meeting with the design intent of the project. The City reserves the right to reject any palms that do not meet the design intent of the project.

All palms shall be insect and disease free with clean trunks void of any trunk injuries such as spike wounds.

Pruning and tying up the remaining fronds shall be completed prior to digging the rootball. An adequate number of live fronds shall remain to adequately shelter the apical meristem of the palm, and shall be lifted up and tied together in two locations around the crown protecting the crown in an upright manner. Caution shall be taken to not break or injure the crown. A lightweight cotton rope, twine or cord (biodegradable), not less than one-eighth (1/8) inch diameter, shall be used in tying up the fronds.

All trees shall be safely loaded and transported taking care to not damage any part of the tree. Consideration shall be given to use the proper size crane for loading, unloading and setting trees. The crane selection may vary, based on the site conditions, and is solely the liability and responsibility of the Contractor.

All excavated palm-planting holes shall have vertical sides with roughened surfaces and shall be of a size that is twice the diameter and two (2) feet minimum to four (4) feet maximum deeper than the depth of the root ball. The tree should be centered in the planting hole and in alignment with any other trees. The tree shall be set plumb and held rigidly in position until the backfill has been tamped firmly around the root ball. The top of the root ball should be set at the level of the existing or proposed soil grade. The backfill mix for palms shall be native soil unless otherwise required by the Landscape Inspector. The tree shall be thoroughly watered following planting, and protected from over-compaction.

Palms may require staking, guying or other means of support, as directed by the Landscape Inspector.

1006-12 CLEAN-UP (Included in Contract)

Each day's scheduled work shall be completed and cleaned up before the end of the day. **Under no circumstances shall any brush, leaves, debris, trucks, or equipment be left on the street overnight without written authorization from the Maintenance Superintendent.**

The City's Landscape Inspector shall be the sole judge as to the adequacy of the cleanup and will have the authority to direct further cleanup to be performed before the end of the day. This may include use of City staff on overtime, which may result in costs deducted from the Contractor's monthly payments.

The Contractor shall be responsible for the protection of all improvements adjacent to the project sites, including, but not limited to, sprinkler systems, drainpipes, lawns, plantings, brick or masonry work, mailboxes, lights, fences, walls, sidewalks, street paving, patio roofs, etc., located on either public or private property. If any improvements are removed or damaged due to Contractor's actions or inaction from a failure to properly maintain infrastructure under their charge, then such improvements shall be replaced in kind at the Contractor's expense without cost to the City, to the satisfaction of City staff and/or property owner, no later than 72 hours, or by other approved and mutually agreeable time frame.

1006-13 DISPOSAL OF MATERIALS (Included in Contract)

All green waste produced as a result of the Contractor's operations under this contract shall be reduced, reused, recycled, and/or transformed. Weight slips and log of method and location of disposal shall be required, at time of monthly invoice, as proof of final disposal.

Reducing may include, but is not limited to, chipping, grinding, and/or shredding operations. Disposal shall be at an approved recycling yard for use in a tub grinding and mulching program or at City facilities if approved by the City's Landscape Superintendent.

Reusing may include, but is not being limited to, using chipped, ground or shredded tree materials as mulch. If the Contractor has a location outside the City where such mulch may be applied, the Contractor shall provide documentation to the Maintenance Superintendent, from the property owner, indicating the location and amount of material received and used for such purposes.

Recycling material may include, but is not limited to, firewood that is too large to be chipped, ground or shredded for use as mulch. If wood is to be kept for firewood by the Contractor, the Contractor must ask for approval of this use and provide the Maintenance Superintendent with satisfactory proof of such redirection operation for all materials.

1006-14 MEASUREMENT AND PAYMENT

No separate payment will be made for work performed or for compliance with the requirements outlined in this Section, "Tree and Shrub Maintenance Requirements". Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid in the Bid Schedules, and no additional compensation will be allowed therefor.

SECTION 1007

MISCELLANEOUS MAINTENANCE REQUIREMENTS1007-1 **TRASH CONTAINERS** (Included in Contract)

This Contract includes: Zones 39/Area 40 Metrolink Station having nine (9) trash containers.

Exterior trash containers shall be emptied daily or more frequently as needed. A new dark colored plastic liner of proper size and thickness of material (1.5 ml minimum) to adequately fit container, must be reinstalled immediately.

Receptacles shall be conveniently located for the public use, and returned daily to such locations if displaced.

Containers or related appurtenances shall be cleaned the first week of each month, or as additionally needed to avoid concentrations of insects, odors, etc. Control insects as needed inside and outside of said containers or related appurtenances.

Containers shall be maintained free of rust by applying appropriate primer and matching paint as necessary. All other containers shall be cleaned for appropriate neatness.

Each trash container shall have a plastic liner at all times to contain trash.

Containers shall be secured with a heavy galvanized covered chain to posts, where posts have been provided.

Containers shall be kept covered with lids where lids are provided and chained.

The Contractor shall dispose of any barrels or lids, which are deemed by the Landscape Inspector to be too severely damaged and unusable. They must be replaced within 24 hours unless otherwise directed with equal or greater quality, at the unit cost in Schedule II. No barrels shall be discarded without approval of the Landscape Inspector.

1007-2 **GRAFFITI ERADICATION AND CONTROL** (Not a Bid Item)

The Contractor shall promptly report any observed graffiti to the Graffiti Hotline, (805) 583-6444 or Landscape Inspector. Graffiti eradication is the responsibility of the City, not the Contractor.

1007-3 **LIGHTING FIXTURES** (Included in Contract)

This Contract includes: Zone 29 having six (6) light fixtures.

The Contractor shall inspect the light standards weekly to ensure their safe operation and check operability of the lamps and photo cells/timers. Contractor must immediately notify the Landscape Inspector of damaged light standards, inoperable lamps or burned out lamps. The Contractor shall schedule replacement or repair within two (2) workdays. Checking for the proper operation of each light system must be done after hours to assure proper start-up and shut down. A certification of safe operation and

maintenance of the light standards performed during each month will be submitted to the Maintenance Superintendent with the Contractor's monthly invoice.

The Contractor shall maintain the light standards, including but not limited to re-lamping, priming, painting and/or rewiring, electrical component replacement, and setting the operating time for just prior to dusk, until dawn. All electrical repairs shall be accomplished by a licensed California electrician.

1007-4 STAMPED CONCRETE/BRICKS/CONCRETE AND "V" DITCH MAINTENANCE (Included in Contract)

The Contractor shall clean all stamped concrete, brick, cobblestone, concrete, etc., that falls within or adjacent to the designated landscape site, on an on-going basis or as directed by the Landscape Inspector. The cleaning will include removing all silt, debris, and all spilled materials making every effort to clean and/or remove staining that occurs. Every effort shall be made to meet local requirements to eliminate, or minimize dust and chemicals into the air or onto the adjacent street or site. All normal wear or damage must be reported to Landscape Inspector immediately.

All 'V' ditches within any district or zone covered by this Contract shall be cleaned as needed, and not checked for cleaning less than once per month. During inclement weather, the 'V' ditches may need to be cleaned more frequently to eliminate flood hazards.

All 'V' ditches shall be caulked annually to seal cracks and joints to prevent water and moisture from deteriorating the structural integrity of the concrete. Caulking shall take place during and completed within September of each year. The Landscape Inspector shall approve the caulking prior to use. Caulking will be professional grade non-hardening with elastic properties for exterior concrete sealing purposes. All unusual wear or changes to the concrete shall be reported immediately in writing to the Landscape Inspector. A schedule will be prepared in advance, and a certification of completion submitted to the Maintenance Superintendent.

1007-5 PET WASTE-STATIONS (Included in Contract)

This Contract includes a total of six (6) pet stations to be maintained in landscape areas

The pet waste-stations must be checked daily when otherwise approved by the City's inspector. The following maintenance services are to be performed at each pet waste-station daily and/or as needed:

- Station cleaned, i.e., wiped down, made clean and neat.
- Waste liner replaced if used or missing.
- Liners restocked (once a week only). The City will provide liners.
- Report any damage, etc. to Maintenance Superintendent.

1007-6 MAINTENANCE OF LMD DURING COLD WEATHER CONDITIONS
(Included in Contract)

Southern California occasionally receives very cold weather conditions. During these rare and brief conditions of temperatures dropping to where ice forms, LMD sites may require immediate neutralizing of icy situations, to prevent "Slip and Fall" conditions for the public. As part of the contract specifications, the Contractor is required to immediately abate these conditions.

The Contractor shall inspect each LMD site at the start of the daily work shift, and shall take immediate action to abate any unsafe or icy conditions. This must be completed without damage to the plant material, hardscape or causing unsafe conditions or nuisance to the public.

All sites abated for icy conditions will be logged with the date, time, location, digital photos (before and after) and a note on how the site was made safe. The Contractor shall create a form approved in advance by the Maintenance Superintendent, to document said task and all documentation shall be turned in with the monthly certifications and invoice.

1007-7 MEASUREMENT AND PAYMENT

No separate payment will be made for work performed or for compliance with the requirements outlined in this Section, "Miscellaneous Maintenance Requirements". Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid in the Bid Schedules, and no additional compensation will be allowed therefor.

SECTION 1008

TERMINATION OF LIABILITY

1008-1 **GENERAL**

Prior to receiving final payment, the Contractor shall execute a "Release on Contract" form (Appendix I) which shall operate as, and shall be a release to the City, the City Council, and each member of the City Council and their agents, from all claims and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act of neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if any, of the amounts kept or retained as provided in the SSPWC Subsection 9-3, "Payment," and except for any unsettled claims listed on said form which have been filed in compliance with the requirements for making claims.

1008-2 **PAYMENT**

A payment of \$1.00 will be made to the Contractor for executing this document.

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APPENDIX A

Summary of Submittals

TASK	SECTION NO.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	DAILY	WEEKLY	MONTHLY	ANNUALLY	AS NEEDED
Bonds/Insurance: A. Faithful Performance B. Material/supp/pers/labor C. Works compensation D. General Liability E. Automobile Liability	(Pages 62 through 70)																(update)	
Encroachment Permit	1000-5																(update)	
SCRRRA/Metrolink Encroachment Permit	1000-6																	x
Stormwater Pollution Plan	1001-2, 1003																(update)	
Traffic Control Plan	1002																	x
Water Conservation Ordinance	1004																x	
Vandalism, Malfunction & Normal Wear	1005-7																(Report)	
Safety & Training	1005-8														x		(Report)	
Contractor's Office & Communications	1005-12																	
A. Log of Communications																		(Report)
B. Staff Office & Cell Phone																		(Report)
Maint. Schedules	1005-14														x			(Log)
Contractor's Staff	1005-15																(Report)	
Maint. Function Report	1005-18																(Report)	
Payment/Invoices	1005-20																	
A. Invoice																	(Report)	(Report)
B. Signed Releases																	(Report)	
C. Certified Payroll																	(Cert.)	
D. Report List Each & All Staffing Position & Credentials for Month																	(Report)	
E. Pesticide label & MSDS for each product used																	(Report)	
F. Pesticide usage report																	(Report)	
G. Irrigation Parts & cost report																	(Report)	
H. Landfill Diversion report																	(Report)	

TASK	SECTION NO.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	DAILY	WEEKLY	MONTHLY	ANNUALLY	AS NEEDED
I. All other required Certifications.																	x	
Performance Deficiencies	1005-21															x		
Mechanical Edging	1005-23		x		x		x		x		x		x			(Cert.)		
Aerification	1005-25					x					x					(Cert.)		
Renovation/Vertical Mowing/Aerification	1005-26										x					(Cert.)		
Watering & Irrigation	1005-27															x		
A. Irrigation Audit	1005-27, 28			x	x	x	x	x	x	x	x	x					(Report)	
B. Deep Watering of all Trees				x	x	x											(Cert.)	
Irrigation Testing/Repair	1005-28				x	x	x	x	x	x	x	x					(Report)	
Replace Reclaimed Water Identifiers																		x
Irrigation Controller Battery Check/Replacement			x						x								(Report)	
Service both Civic Center Weather Stations (Contract B)					x					x							x	
Backflow Device Certification				x	x												(Report)	
Utility Cleaning, Maint. & painting							x	x	x	x							(Report)	
Padlock Servicing					x												(Cert.)	
Irrigation Valve Box Tagging		x	x	x	x												(Report)	
Irrigation Repair Costs																	(Report)	
Turf Fertilization	1005-29	x		x				x				x					(Cert.)	
Turf Pre-Emergent			x														(Cert.)	
Shrub/Groundcover/Vines Fertilization	1005-29					x					x						(Cert.)	
Tree Fertilization (Every other year)	1005-29			x	x	x											(Cert.)	
Weeds, Grass Control & Mulch Maint.	1005-32													x			(Report)	x
Mulching	1005-33		x	x														
Pest & Disease Control	1005-34		x	x	x									x			(Report)	x
IPM	1005-35			x													(Report)	x
Use of Chemicals Report	1005-36	x						x									(Report)	

TASK	SECTION NO.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	DAILY	WEEKLY	MONTHLY	ANNUALLY	AS NEEDED
Plant Materials	1005-37		x		x		x		x		x		x			(Report every other or sooner)		x
Hazardous Conditions	1006-2																	(Report)
Tree & Shrub Care	1006-4			x	x	x										(Report)		x
Disposal of Materials Report	1006-15															(Report)		x
Trash Containers	1007-1													x				x
Locks & Keys	1007-4				x	x										(Cert.)		x
Lighting Fixtures	1007-5															(Cert.)		x
Seasonal Color Plants	1007-6		x				x			x		x				(Report)		x
Stamped Concrete/Bricks/Concrete & "v" Ditch. Maint.	1007-7					x						x				(Cert.)		x
Railroad Special Training	1007-8																(Report)	
Pet Waste Stations	1007-9																x	x
Maintenance of Parking Lot Areas	1007-10														x			
Termination of Liability	1008																	(Report)

APPENDIX B

Notice to Property Owners/Business Owners/Residents
(Door Hangers)

CITY OF SIMI VALLEY
DEPARTMENT OF PUBLIC WORKS
LANDSCAPE DISTRICT I
MAINTENANCE REPAIR
REQUEST

Sorry We Missed You

The City's Landscape Contractor has responded to your service request. The service(s) checked below has been completed. If you have further questions or concerns regarding the service performed, please contact our Landscape Inspector at (805) 583-6400, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

IRRIGATION REPAIR:

- D Stuck Valve
 - D Broken Irrigation Head/Line
 - D Check Coverage
 - D Other: _____
-

LANDSCAPE MAINTENANCE:

- D Shrub/Tree Maintenance
 - D Weed/Debris Control
 - D Pest Control
 - D Graffiti Removed
 - D Other: _____
-

Thank you for alerting us of your concerns.

Date

City Representative

APPENDIX C

Standard City of Simi Valley Landscape and Inspection Plates

A copy of the plates can be viewed and downloaded at
www.simivalley.org/home/showdocument?id=7701

APPENDIX D

Proposal Submittal Form

LANDSCAPE MAINTENANCE DISTRICT
PROPOSAL SUBMITTAL FORM

CONTRACT _____ INSPECTOR _____

VENDOR REPRESENTATIVE _____

ESTIMATED BUDGET \$ _____ FY _____

First date of review _____ LMD 1 Location: ZN _____ Area _____

Location: _____

Work description: _____

Proposal must be broken out into labor and material costs. Labor costs must be broken out by unit price for each labor rate used. If a construction plate is not used pricing must be per item to be installed. All costs shall reflect pricing as proposed in Schedule II.

Demolition costs

1. Labor hours _____ x hourly cost \$ _____ = \$ _____

Supervisor hours _____ x hourly cost \$ _____ = \$ _____

2. Disposal charge _____ tons x \$ _____ per ton = \$ _____

Grading costs

1. Approved soil mix delivered to site cost per yd. \$ _____ = \$ _____

2. Labor hours to grade or compact _____ Hrs@ \$ _____ = \$ _____

Irrigation repairs or upgrade:

1. Parts _____ unit cost \$ _____ + misc. material cost + _____ + labor hrs \$ _____ = \$ _____
2. Security system parts _____ unit cost \$ _____ + misc. material cost + _____ + labor hrs \$ _____ = \$ _____
3. Backflow security gage parts _____ unit cost \$ _____ + misc. material cost + _____ + labor hrs \$ _____ = \$ _____
4. New backflow parts _____ unit cost \$ _____ + misc. material cost + _____ + labor hrs \$ _____ = \$ _____
5. New control wires parts _____ unit cost \$ _____ + misc. material cost + _____ + labor hrs \$ _____ = \$ _____
6. New valves parts _____ unit cost \$ _____ + misc. material cost + _____ + labor hrs \$ _____ = \$ _____
7. Lateral schedule 40 pipe parts _____ unit cost \$ _____ + misc. material cost + _____ + labor hrs \$ _____ = \$ _____

New sprinklers

8. Rotors parts _____ unit cost \$ _____ + misc. material cost + _____ + labor hrs \$ _____ = \$ _____
9. Spray heads parts _____ unit cost \$ _____ + misc. material cost + _____ + labor hrs \$ _____ = \$ _____

Plant material (bid per plate install) Attach material list to proposal.

24" box with bubbler qty. _____ x \$ _____ = \$ _____

15 gallon with bubbler qty. _____ x \$ _____ = \$ _____

5 gallon qty. _____ x \$ _____ = \$ _____

1 gallon qty. _____ x \$ _____ = \$ _____

Ground cover qty. _____ x \$ _____ = \$ _____

Annuals qty. _____ x \$ _____ = \$ _____

Mulch cover qty. _____ x \$ _____ = \$ _____

TOTAL COST \$ _____

APPENDIX E

Landfill Diversion Report Form

MONTHLY
LANDFILL DIVERSION REPORT FORM

SOURCE (LANDSCAPE MAINTENANCE AREA) _____
MATERIAL TYPE

_____ HERBACIOUS

_____ SEMI-HERBACIOUS

_____ HARDWOOD

GROSS WEIGHT (Tons) _____

DIVERSION SITE (Co. Name) _____

DIVERSION SITE ADDRESS _____

_____ MULCH

_____ SOIL CONDITIONER

_____ OTHER

BI-PRODUCT VOLUME/WEIGHT _____ (If
Known)

APPENDIX F

Irrigation Controller Adjustment Form

City of Simi Valley
Irrigation Controller Adjustment Log

Date: _____

Person Submitting Request: _____

Zone/Area Location: _____

- Rainmaster Evolution Controller**
- Rainmaster Smart Controller**

Controller Location: _____

Adjustment Request:

- **Valve Number as on Timer Sequence:** _____

- **Time or Percentage Adjustment:** _____

- **Other:** _____

Inspector & Date Revised: _____

APPENDIX G

Site Locations and Statistical Information

Contract A Area Landscape												
Area Zone 39	Location	Total Area SF	Turf Area SF	Ground Cover SF	Soil Area SF	Light Fixtures	Drinking Fountain	Trash Container	Dog Waste Stations	Security Locks	Split Rail Fencing	Wrought Iron Fencing
1	Public Services Center & Transit Facilities	104,957	29,837	73,030	2,090	N/A	N/A	N/A	N/A	0	N/A	N/A
2	Welcome Corner, Arroyo Simi South to Los Angeles Ave. Parkway, LA Ave. East to Sinaloa Rd. Parkway	50,379	23,424	26,955	N/A	N/A	N/A	N/A	N/A	3	N/A	N/A
2A	Madera Rd. Medians From Aristotle St. to Tierra Rejada Rd.	4,942	N/A	4,942	N/A	N/A	N/A	N/A	N/A	2	N/A	N/A
3	Madera Rd., Bonita Dr. to South of Royal Ave.	18,455	10,882	6,918	655	N/A	N/A	1	N/A	4	N/A	N/A
3A	Both Sides & Medians, Cancun St. to Shaver Ct.	60,070	N/A	60,070	N/A	N/A	N/A	N/A	N/A	5	N/A	N/A
4	Los Angeles Ave. Medians, Madera Rd. to Bridget St.	37,669	N/A	37,669	N/A	N/A	N/A	N/A	N/A	15	N/A	N/A
5	Fifth St. & Pacific Ave. Storage Facility	15,650	1,794	60	13,796	N/A	N/A	N/A	N/A	1	N/A	N/A
6	First St. Medians, 118 Freeway to Blugrass St.	75,314	N/A	75,314	N/A	N/A	N/A	N/A	N/A	25	N/A	N/A
6B	First St., West Side, South of Catlin St. (South of Lincoln Park)	672	N/A	672	N/A	N/A	N/A	N/A	N/A	0	N/A	N/A
7	Royal Ave. & Willowbrook Ln.	2,720	N/A	2,720	N/A	N/A	N/A	N/A	N/A	3	N/A	N/A
8	Royal Ave. & Arcane St. Median	11,385	N/A	11,385	N/A	N/A	N/A	N/A	N/A	2	N/A	N/A
9	Erringer Rd. Flood Control	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0	N/A	N/A
10	Erringer Rd. Parkway, Los Angeles Ave. to South of Cochran St., East Side	9,365	N/A	9,365	N/A	N/A	N/A	N/A	N/A	4	N/A	N/A
11	Mini Park: Sherman st. North Side, Parker Ct. to Bigelow Ave.	14,419	10,792	3,627	N/A	N/A	N/A	N/A	N/A	3	N/A	N/A
12	Cochran St. & Erringer Rd. 2 Medians, Erringer Rd. 1 Median	7,342	N/A	7,342	N/A	N/A	N/A	N/A	N/A	4	N/A	N/A
12A	South Side of Cochran St., Parkways West of Bigelow Ave. to East of Justin St.	3,420	N/A	N/A	3,420	N/A	N/A	N/A	N/A	0	N/A	N/A
13	Alamo St. Slope & Parkway North Side Stoneman St. to Gage Ave. & South Side Parkways	110,049	35,443	74,606	N/A	N/A	N/A	N/A	N/A	8	N/A	N/A
30	Sinaloa Rd., Mark Dr. to Bennett St. East Side	16,935	8,045	8,890	N/A	N/A	N/A	N/A	N/A	3	N/A	N/A
31	South Side Los Angeles, Ave., East & West Sides of Bridget St.	39,701	N/A	18,232	21,469	N/A	N/A	N/A	N/A	2	N/A	N/A
35	East side Erringer Rd. Royal Ave. to Arroyo Simi Channel	15,635	N/A	2,430	N/A	N/A	N/A	N/A	N/A	6	N/A	N/A
36	South side Royal Ave., Sinaloa Rd. to El Monte Dr.	3,790	N/A	3,790	N/A	N/A	N/A	N/A	N/A	3	N/A	N/A
41	Recycle Center/Animal Shelter	9,025	N/A	8,813	212	N/A	N/A	N/A	N/A	1	N/A	N/A
Sub Total Landscape Areas: 22		611,894	120,217	436,830	41,642	N/A	N/A	N/A	N/A	94	N/A	N/A

Contract A Area Landscape

Area	Location	Total Area SF	Turf Area SF	Ground Cover SF	Soil Area SF	Light Fixtures	Drinking Fountain	Trash Container	Dog Waste Stations	Security Locks	Split Rail Fencing	Wrought Iron Fencing
43	Tierra Rejada Rd. Medians	24,919	N/A	24,919	N/A	N/A	N/A	N/A	N/A	5	N/A	N/A
45	First St. Parkway East Side South of 118 Freeway	866	455	411	N/A	N/A	N/A	N/A	N/A	0	N/A	N/A
48	South Side Chesterton St. Planter	1,685	N/A	1,685	N/A	N/A	N/A	N/A	N/A	2	N/A	N/A
51	Sycamore Drive Median @ 118 Freeway	7,441	N/A	7,441	N/A	N/A	N/A	N/A	N/A	2	N/A	N/A
54	Madera Rd. Medians & Parkway @ West City Limits	73,684	N/A	17,265	17,264	N/A	N/A	N/A	N/A	4	N/A	Y
	Sanitation Plant	118,848										
Sub Total Landscape Areas: 5		227,443	455	51,721	17,264	N/A	N/A	N/A	N/A	13	N/A	N/A
Total Landscape Areas: 27		839,337	120,672	529,561	204,086	N/A	N/A	N/A	N/A	113	N/A	N/A

Contract A Zone Landscape												
Zone	Location	Total Area SF	Turf Area SF	Ground Cover SF	Soil Area SF	Light Fixtures	Drinking Fountain	Trash Container	Dog Waste Stations	Security Locks	Split Rail Fencing	Wrought Iron Fencing
12	Sycamore Dr. & Alamo Street	30,094	N/A	30,094	N/A	N/A	N/A	N/A	N/A	3	N	N
13	Sinaloa Rd. & Royal Ave.	5,621	N/A	5,621	N/A	N/A	N/A	N/A	N/A	6	N	N
17	Los Angeles Ave., Lavender Ave. & Morning Glory St.	28,355	15,197	13,158	N/A	N/A	N/A	N/A	N/A	5	N	N
24	Royal Ave. & Crocker St.	6,060	N/A	6,060	N/A	N/A	N/A	N/A	N/A	3	Y	N
34	Cochran St. & Caldwell Ave.	50,059	13,548	36,511	N/A	N/A	N/A	N/A	N/A	6	N	N
37	Cochran St. & Orangewood Pl.	38,184	3,018	35,166	N/A	N/A	N/A	N/A	N/A	5	N	N
42	Tierra Rejada Rd. & Stargaze Pl.	103,407	5,754	97,653	N/A	N/A	N/A	N/A	N/A	6	N	N
96	Southside of Tierra Rejada Rd. & Stargaze Pl., Mandan Pl, Winterdew Ave. & Summertime Ave.	401,270	48,749	375,174	83,700	N/A	N/A	N/A	N/A	12	Y	Y
96a	96A Border of Detention Basins of Zone 96	106,353	N/A	N/A	106,353	N/A	N/A	N/A	N/A			
104	Southeast side of Alamo St. & Erringer Rd. Sanitation Plant	8,798 118,848	N/A 45,883	8,798 65,967	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	3	N	Y
Total Landscape Zones: 9		897,049	132,149	674,202	190,053	N/A	N/A	N/A	N/A	49	2	2

Contract A Landscape Totals:

	Total Area SF	Turf Area SF	Ground Cover SF	Soil Area SF	Light Fixtures	Drinking Fountains	Trash Container	Pet Waste	Security Locks	Spilt Rail Fencing	Wrought Iron
Total Landscape Zones: 9	778,201	86,266	608,235	83,700	N/A	N/A	1	N/A	49	2	2
Total Landscape Areas: 27	906,679	120,672	529,561	204,087	N/A	N/A	N/A	N/A	113	N/A	N/A

Contract A Irrigation Totals:

	Water Meter	Water Purveyor	Electric Meter	Irrigation Controller	Irrigation Controller	Irrigation Valves	Water Pump	Rain Sensor	Master Valve & Flow Sensor
Total Irrigation Zones: 9	17	N/A	15	18	N/A	239	N/A	1	3
Total Irrigation Areas: 27	33	N/A	16	44	N/A	345	N/A	1	8



NO.	REVISION	PREP BY	APPVD BY	DATE	DATE

DRAWN BY: _____
 FILE NUMBER: _____
 DATE: _____ DATE: _____

Simi Valley
 DEPARTMENT OF PUBLIC WORKS

LANDSCAPE DISTRICT NO. 1 – MAINTENANCE
 ZONE 39 AREA 1 500 W. L.A. AVE (PSC-TRANSIT)



NO.	REVISION	PREP BY	APPROV BY	DATE	

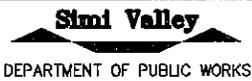
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Simi Valley
 DEPARTMENT OF PUBLIC WORKS

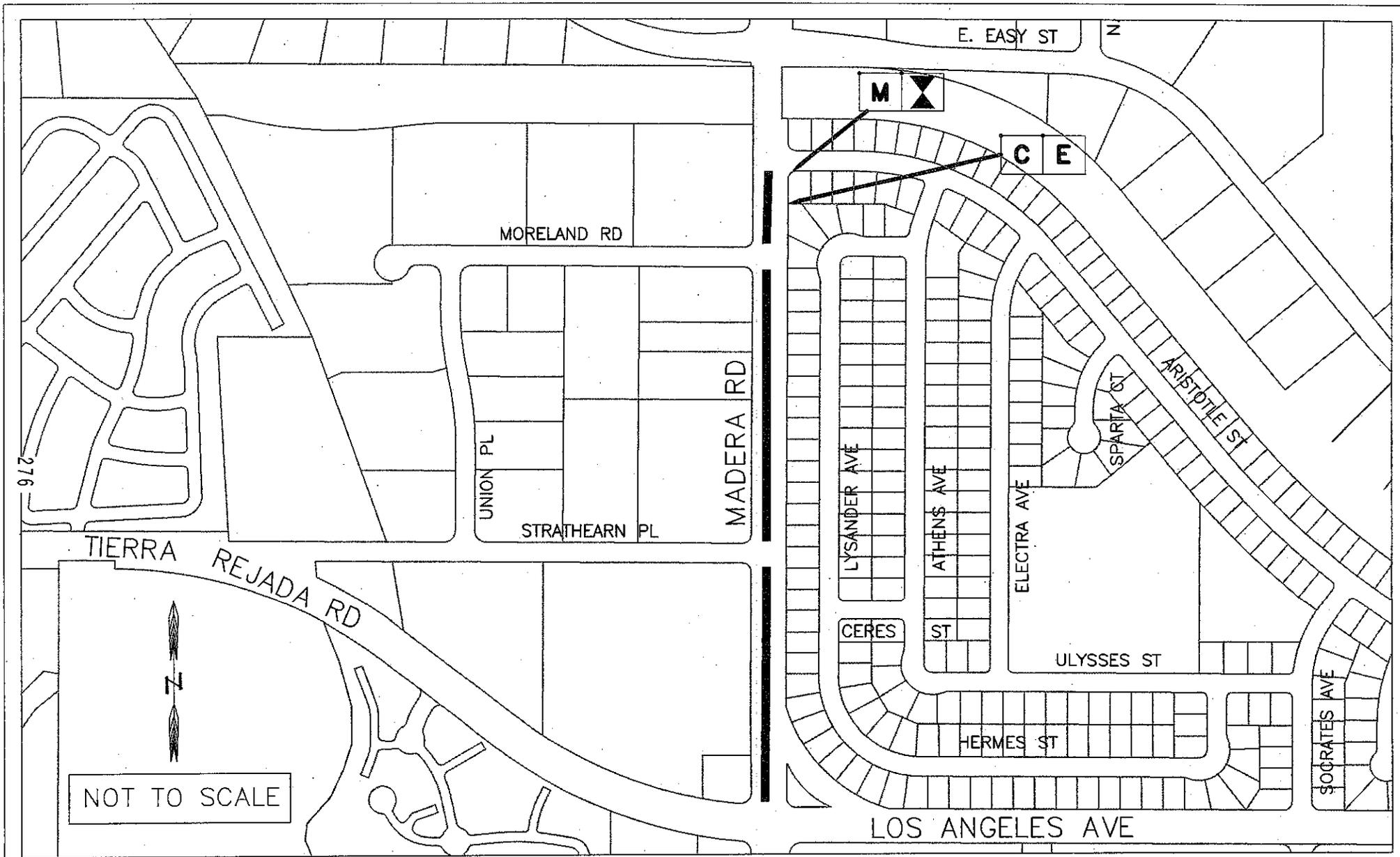
LANDSCAPE DISTRICT NO. 1 – MAINTENANCE
 600 WEST LOS ANGELES AVE. SANITATION PLANT



NO.	REVISION	PREP. BY	APPVD. BY	DATE
DRAWN BY		RC		
FILE NUMBER		A-2009		
DATE		6/16/09		

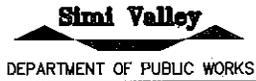


LANDSCAPE DISTRICT NO. 1 - MAINTENANCE
ZONE 39, AREA 2

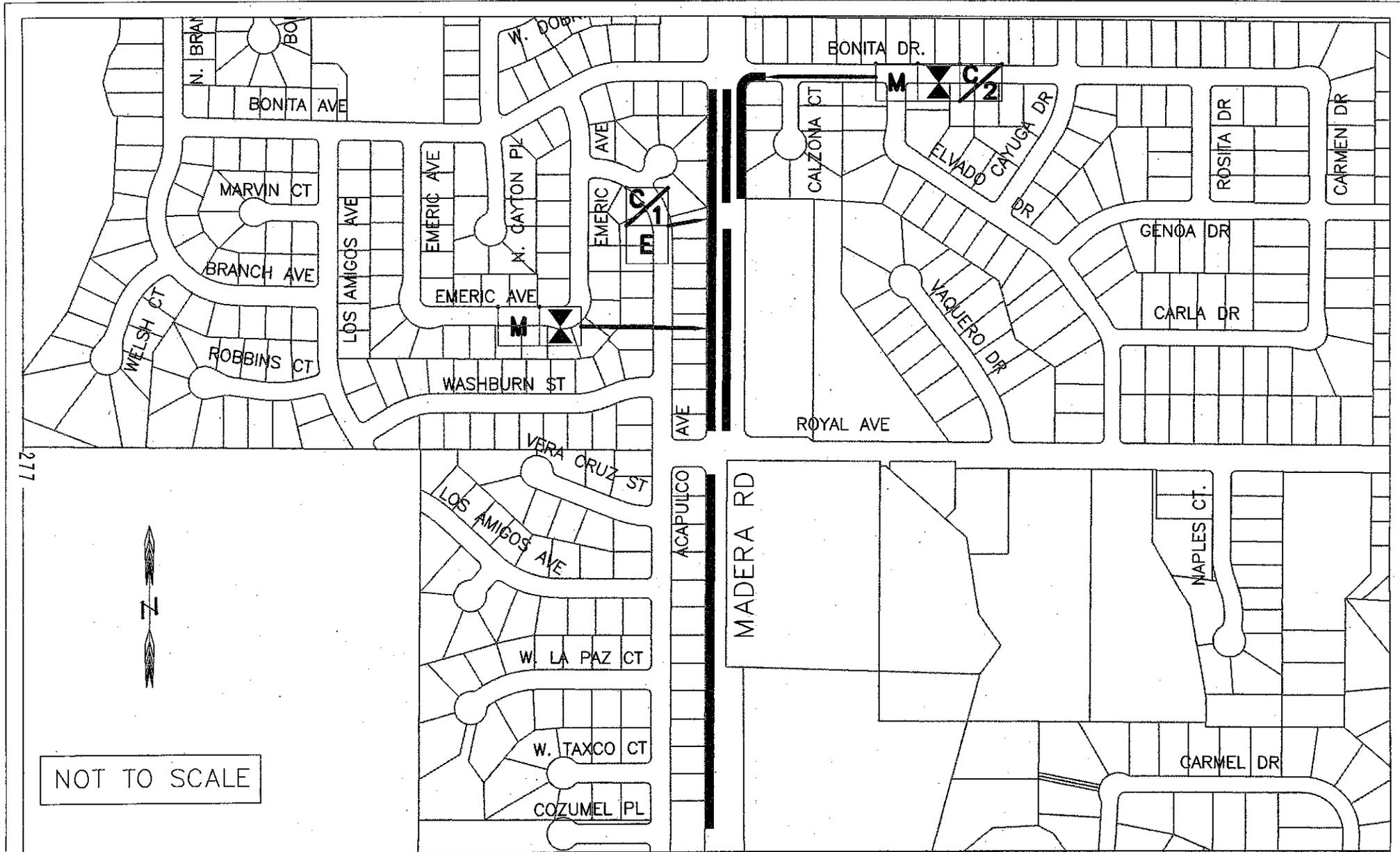


NO.	REVISION	PREP. BY	APPROV. BY	DATE	DATE

DRAWN BY: RC
 EIR NUMBER: A-2009
 DATE: 6/16/09



LANDSCAPE DISTRICT NO. 1 - MAINTENANCE
 ZONE 39, AREA 2A, MEDIANS



NO.	REVISION	PREP. BY	APP'D. BY	DATE

DRAWN BY:	RC
FILE NUMBER:	A-2009
DATE:	6/16/09


Simi Valley
 DEPARTMENT OF PUBLIC WORKS

LANDSCAPE DISTRICT NO. 1 – MAINTENANCE
 ZONE 39, AREA 3, MEDIAN

NOT TO SCALE



278

COUNTRY CLUB DRIVE

W. TAXCO CT

COZUMEL PL

MADERA ROAD



SEPERATE MAIN LINE

VISTA LAGO DR.



SEPERATE MAIN LINE

SHAWER CT

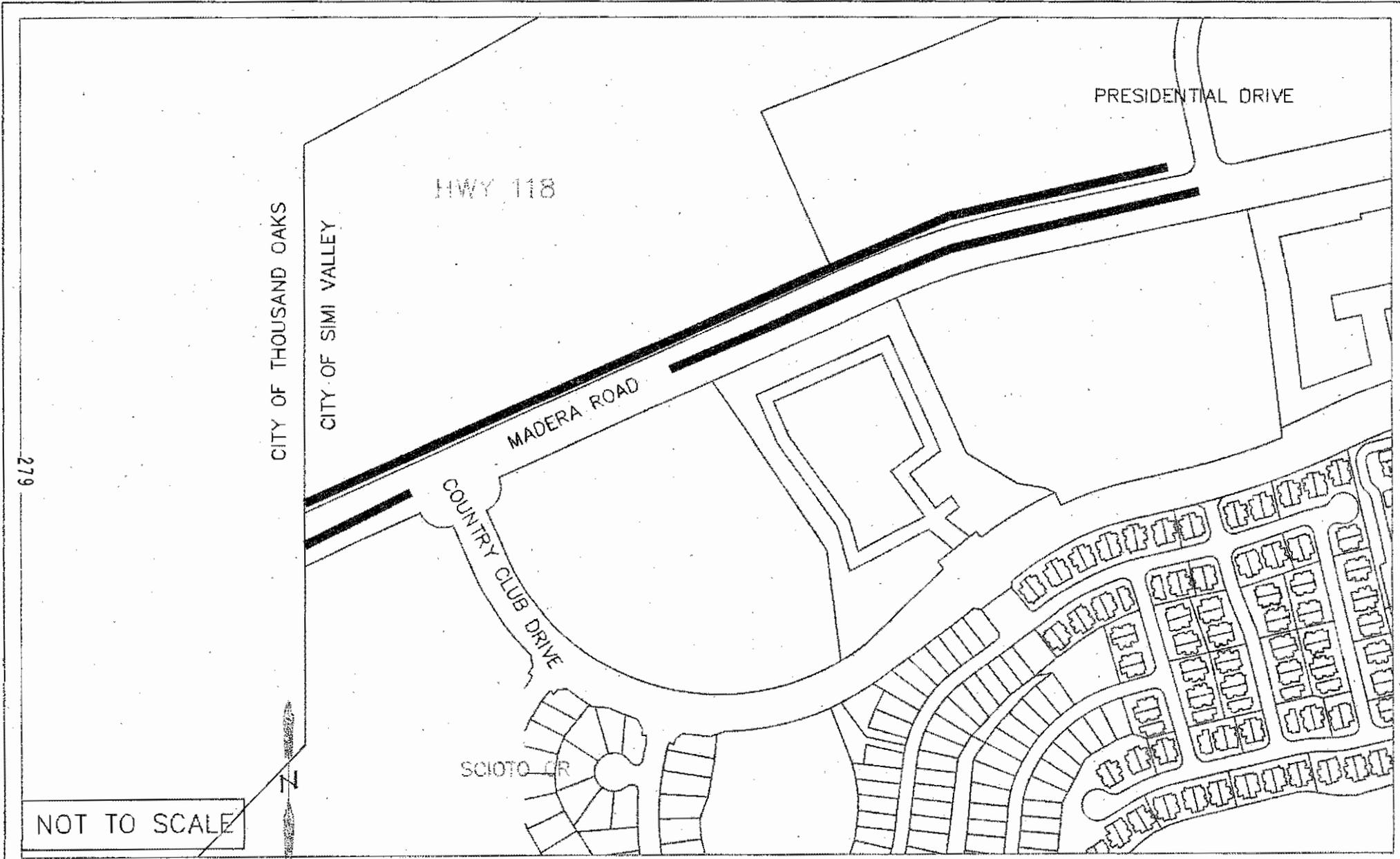
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IRVINE RD

NO.	REVISION	PREP. BY	APPROV. BY	DATE
DRAWN BY:		RC		
FILE NUMBER:		A-2009		
DATE:		6/16/09		

Simi Valley
DEPARTMENT OF PUBLIC WORKS

LANDSCAPE DISTRICT NO. 1 - MAINTENANCE
ZONE 39, AREA 3A



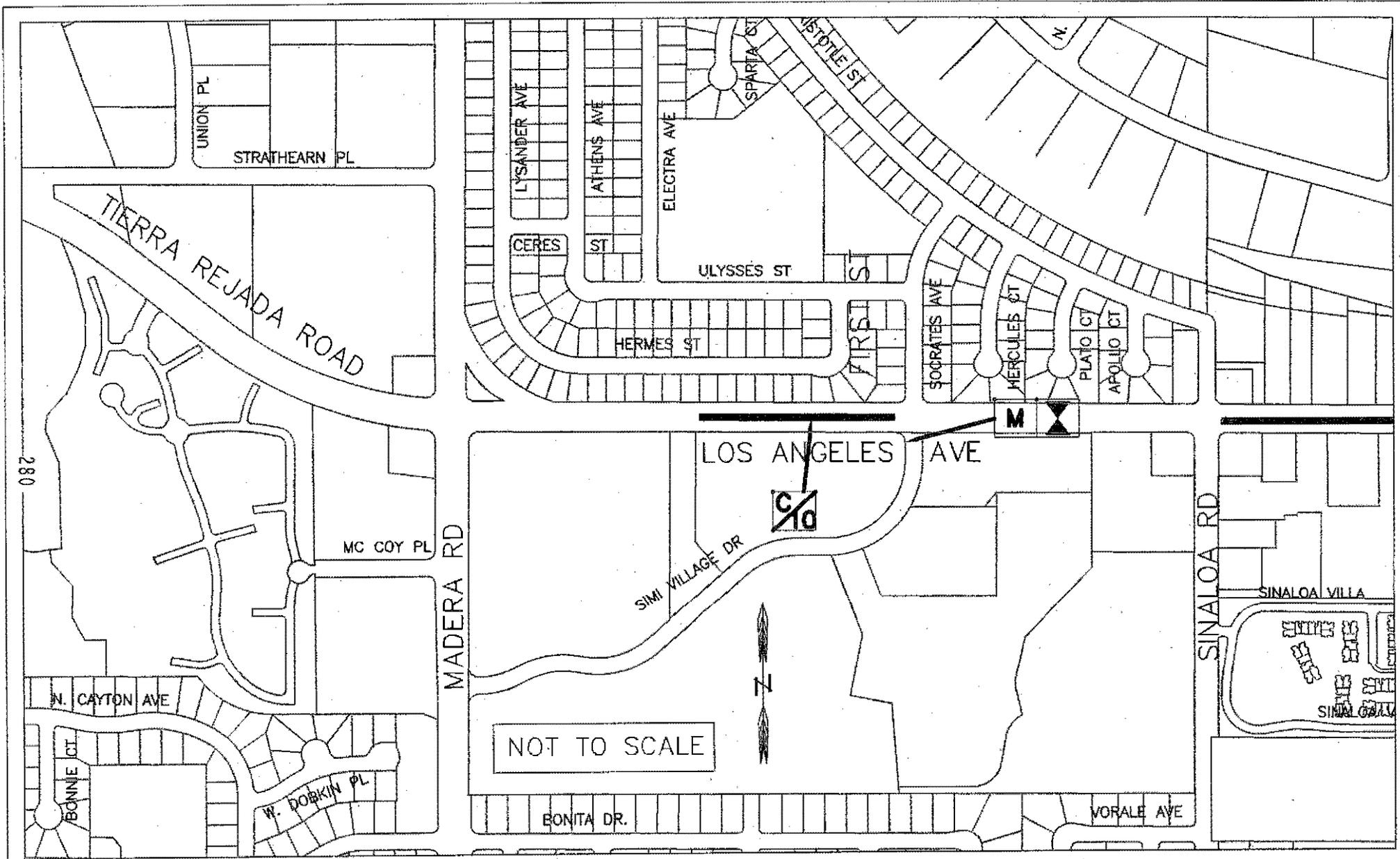
NO.	REVISION	PREP. BY	APP'D. BY	DATE

DRAWN BY: ROB HERR
 FILE NUMBER: LANDSCAPE.DWG
 DATE: 09 SEPT 2005

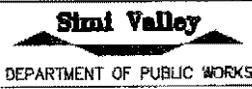


LANDSCAPE DISTRICT NO. 1 - MAINTENANCE CONTRACT-A
 SPECIFICATION NO. SV 10-37
 ZONE 39, AREA 54

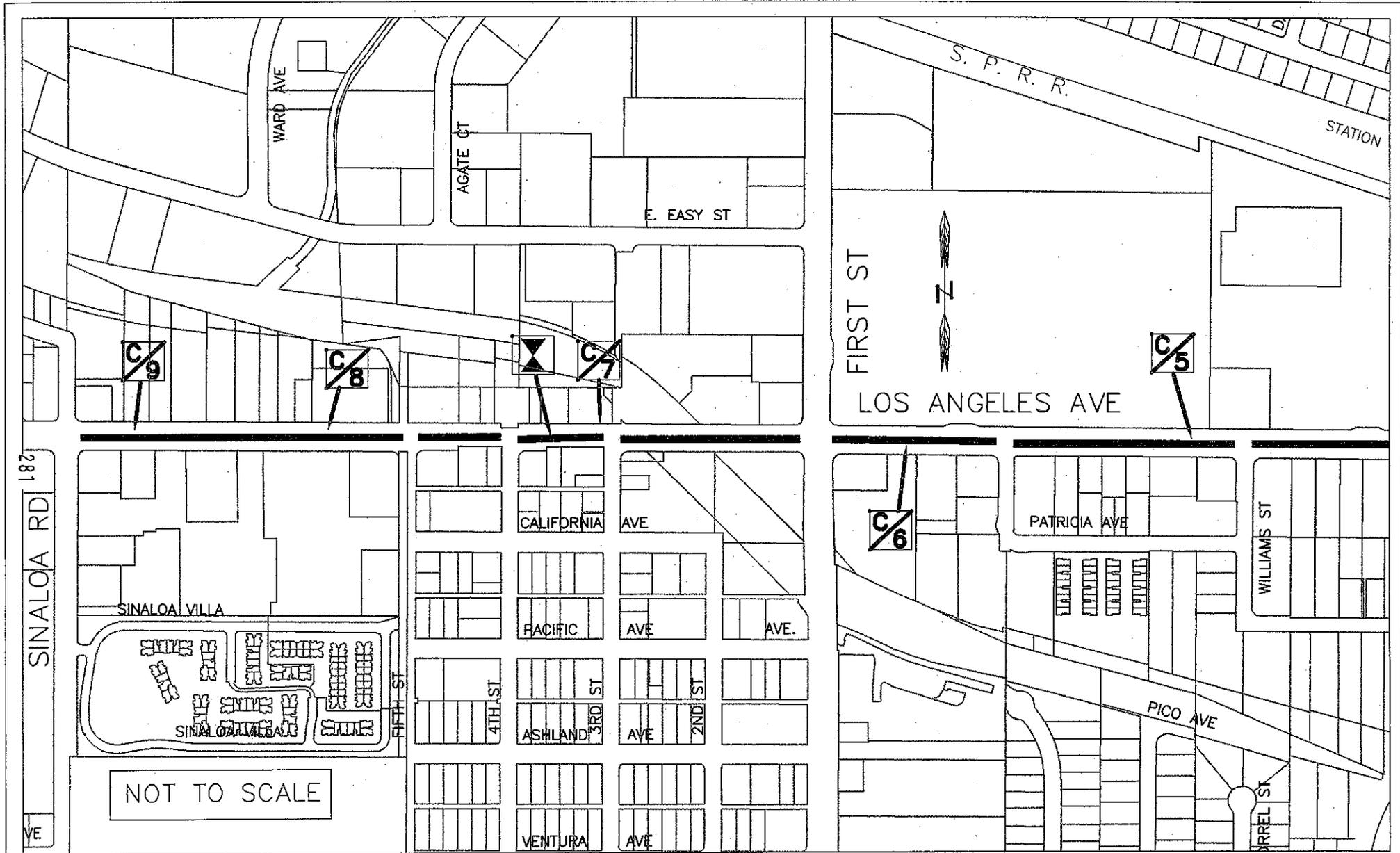
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LANDSCAPE DISTRICT NO. 1 - MAINTENANCE
 ZONE 39, AREA 4, MEDIANS (1 OF 4)



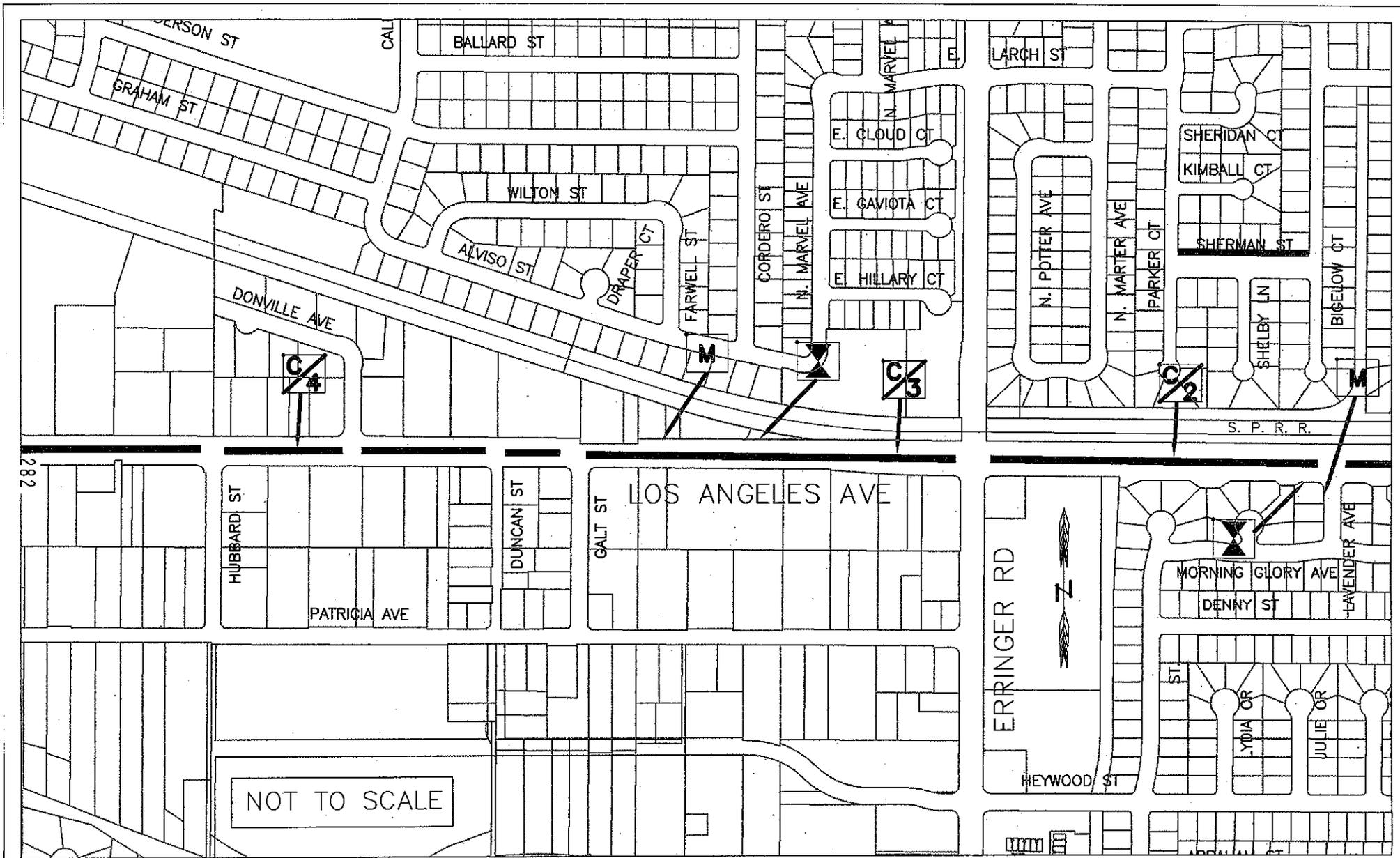
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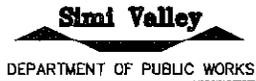
Simi Valley
DEPARTMENT OF PUBLIC WORKS

LANDSCAPE DISTRICT NO. 1 - MAINTENANCE
ZONE 39, AREA 4, MEDIANS (2 OF 4)

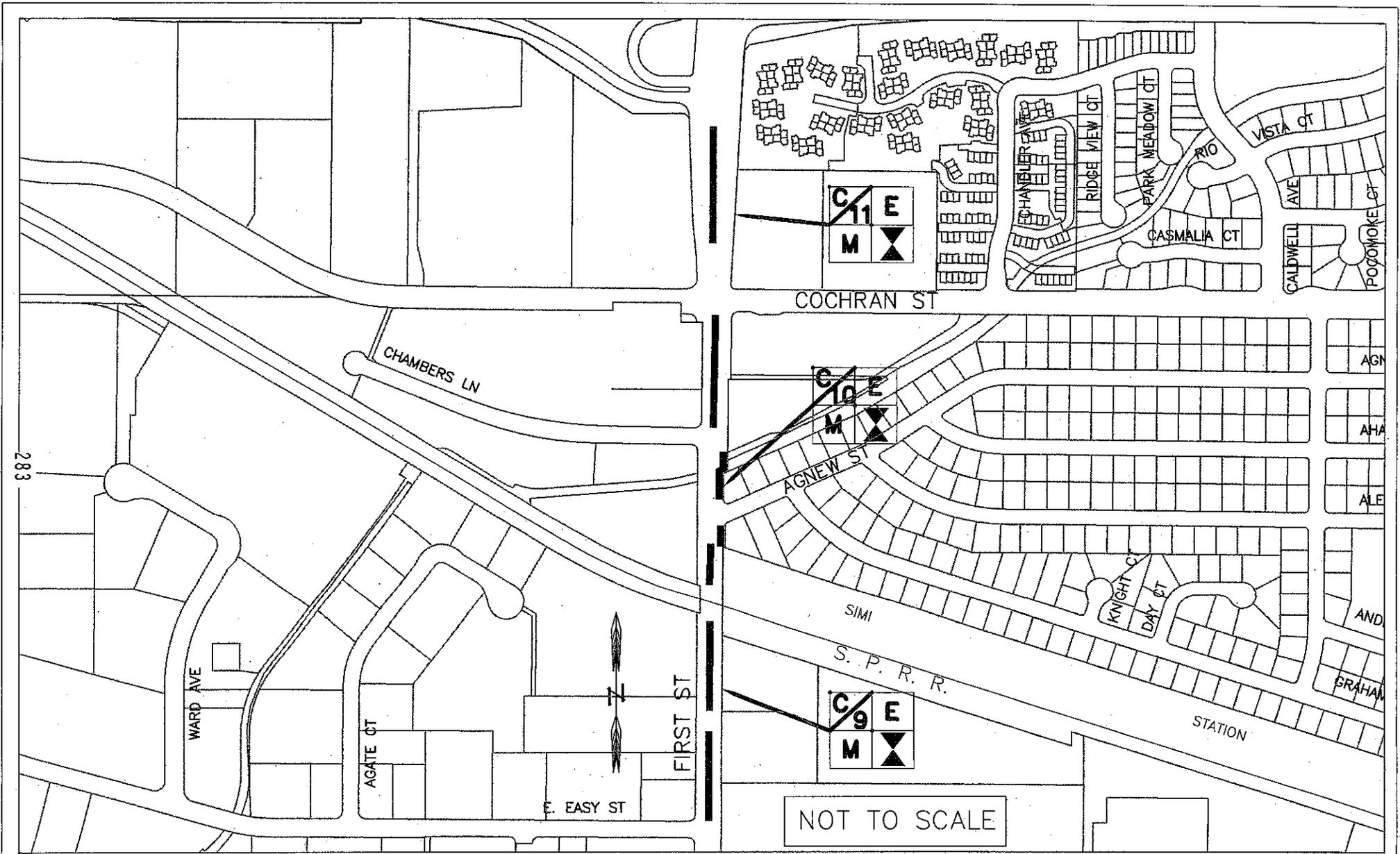
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NO.	REVISION	PREP. BY	APPVD. BY	DATE
		DRAWN BY:	RC	
		FILE NUMBER:	A-2009	
		DATE:	6/16/09	



LANDSCAPE DISTRICT NO. 1 – MAINTENANCE
ZONE 39, AREA 4, MEDIANS (3 OF 4)



NO.	REVISION	PREP. BY	APPVD. BY	DATE	DRAWN BY: RC FILE NUMBER: A-2009 DATE: 6/16/09
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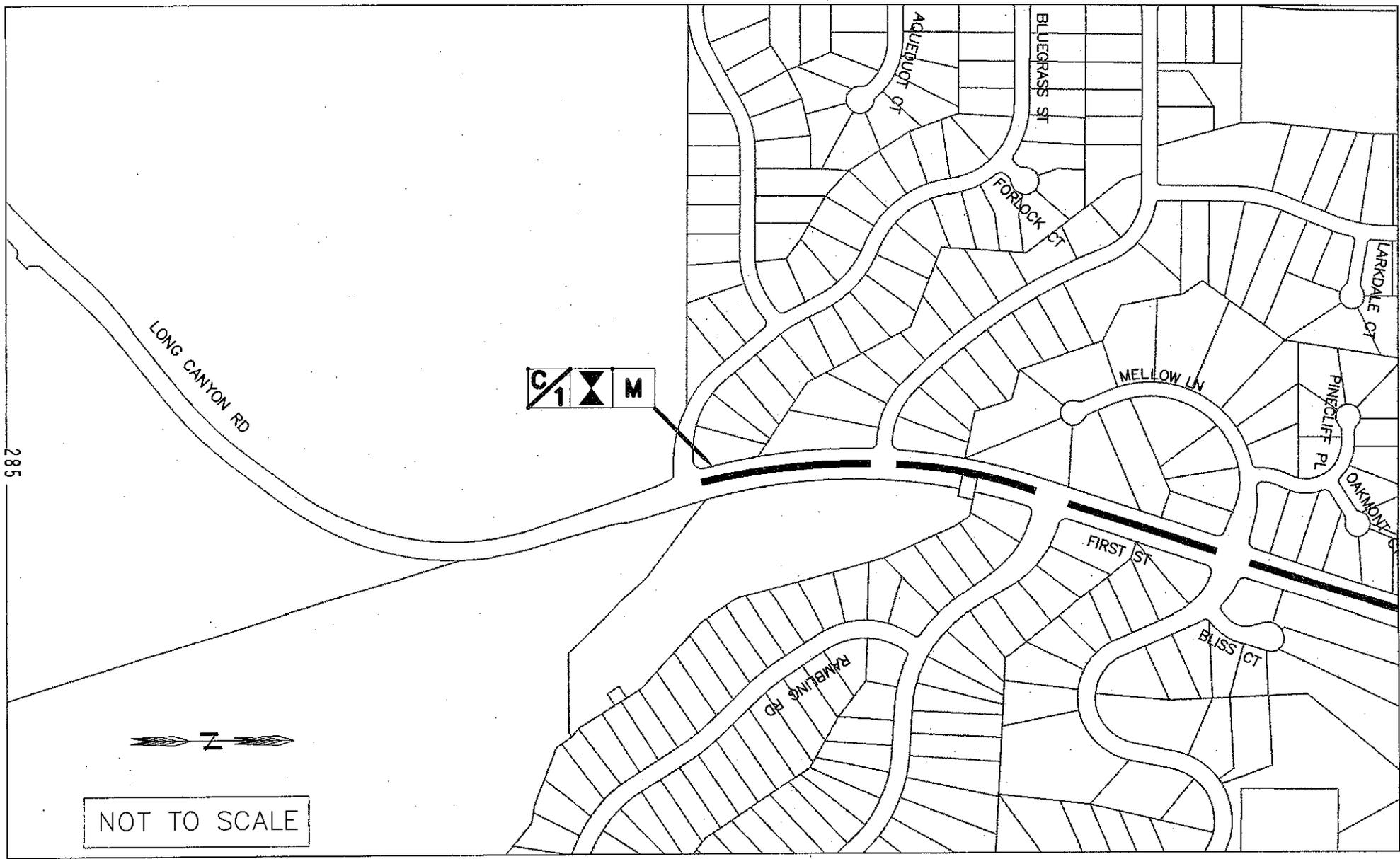
LANDSCAPE DISTRICT NO. 1 - MAINTENANCE
 ZONE 39, AREA 6, MEDIANS (4 OF 4)



NO.	REVISION	PREP. BY	APPROV. BY	DATE	DRAWN BY: RC FILE NUMBER: A-2009 DATE: 6/16/09
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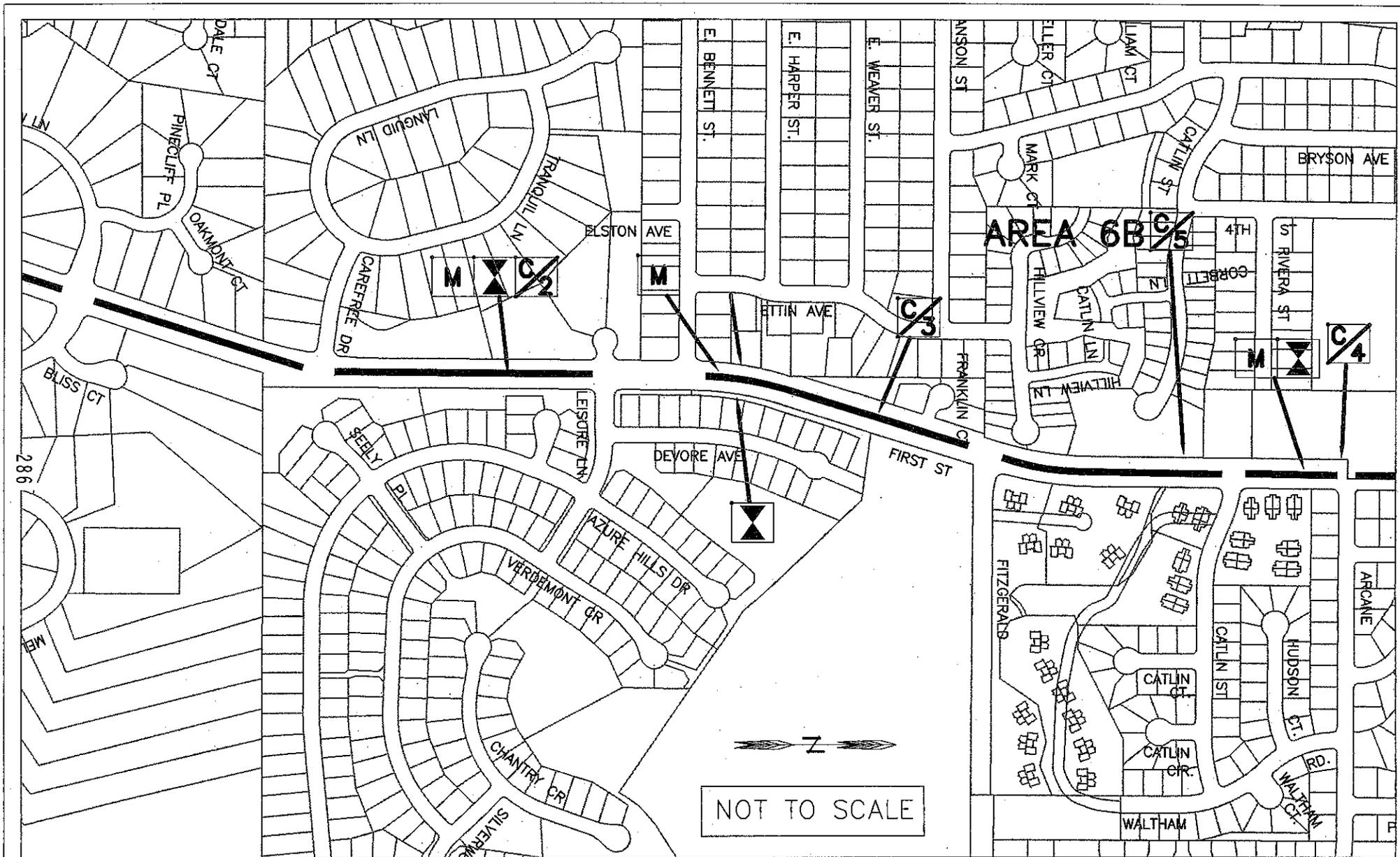
LANDSCAPE DISTRICT NO. 1 - MAINTENANCE
ZONE 39, AREA 5



NO.	REVISION	PREP. BY	APPROV. BY	DATE	DRAWN BY: RC FILE NUMBER: A-2009 DATE: 6/16/09
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 DEPARTMENT OF PUBLIC WORKS

LANDSCAPE DISTRICT NO. 1 – MAINTENANCE
 ZONE 39, AREA 6, MEDIANS (1 OF 4)

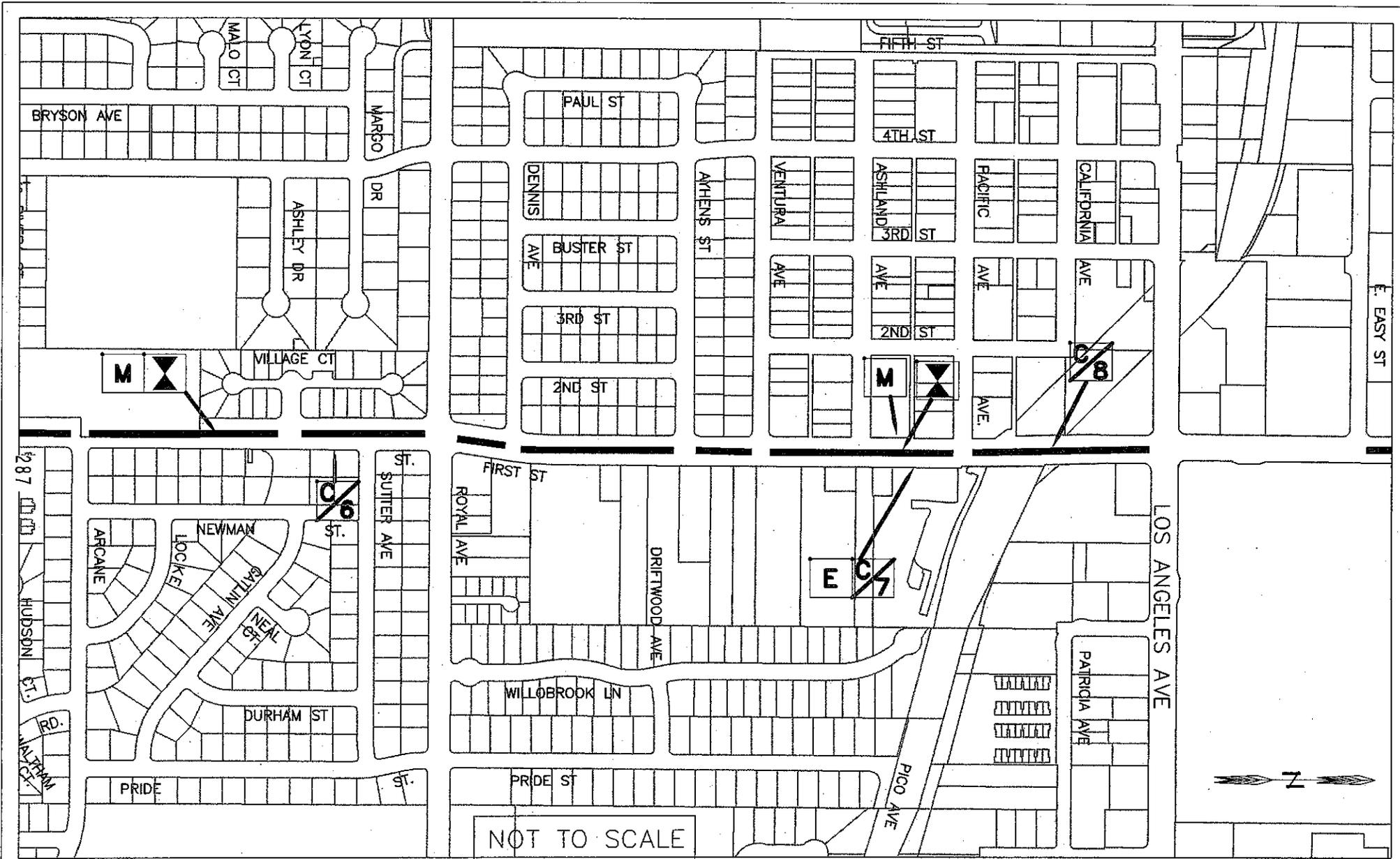


NO.	REVISION	PREP. BY	APPROV. BY	DATE

DRAWN BY:	RC
FILE NUMBER:	A-2009
DATE:	6/16/09

Simi Valley
DEPARTMENT OF PUBLIC WORKS

LANDSCAPE DISTRICT NO. 1 - MAINTENANCE
ZONE 39, AREA 6, MEDIANS (2 OF 4)



NO.	REVISION	PREP. BY	APPROV. BY	DATE	DRAWN BY: RC FILE NUMBER: A-2009 DATE: 6/16/09
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Simi Valley
 DEPARTMENT OF PUBLIC WORKS

LANDSCAPE DISTRICT NO. 1 - MAINTENANCE
 ZONE 39, AREA 6, MEDIANS (3 OF 4)

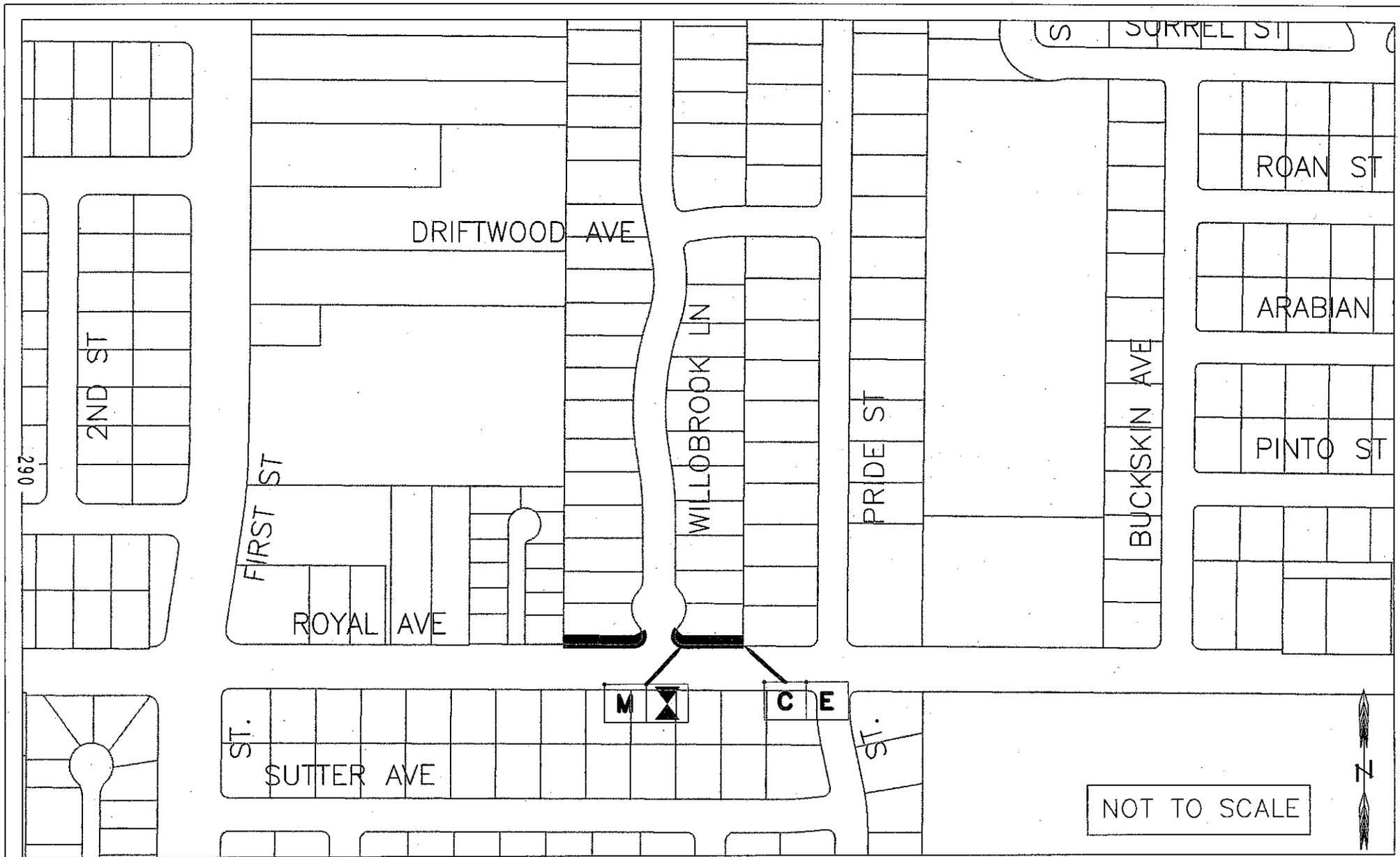


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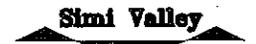
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FILE NUMBER:	A-2009
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Simi Valley
 DEPARTMENT OF PUBLIC WORKS

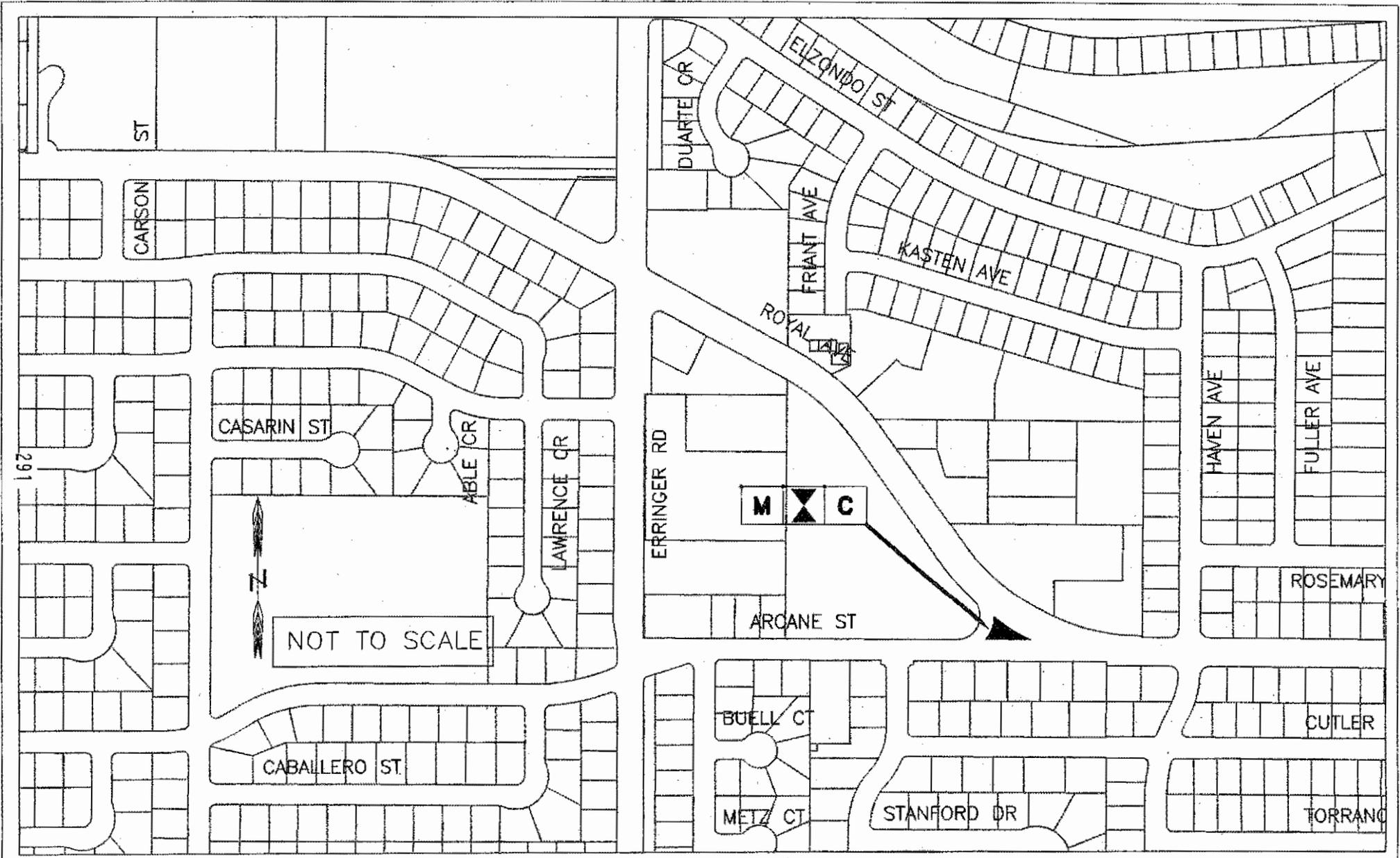
LANDSCAPE DISTRICT NO. 1 - MAINTENANCE
 ZONE 39, AREA 4, MEDIANS (4 OF 4)



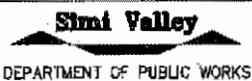
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Simi Valley
 DEPARTMENT OF PUBLIC WORKS

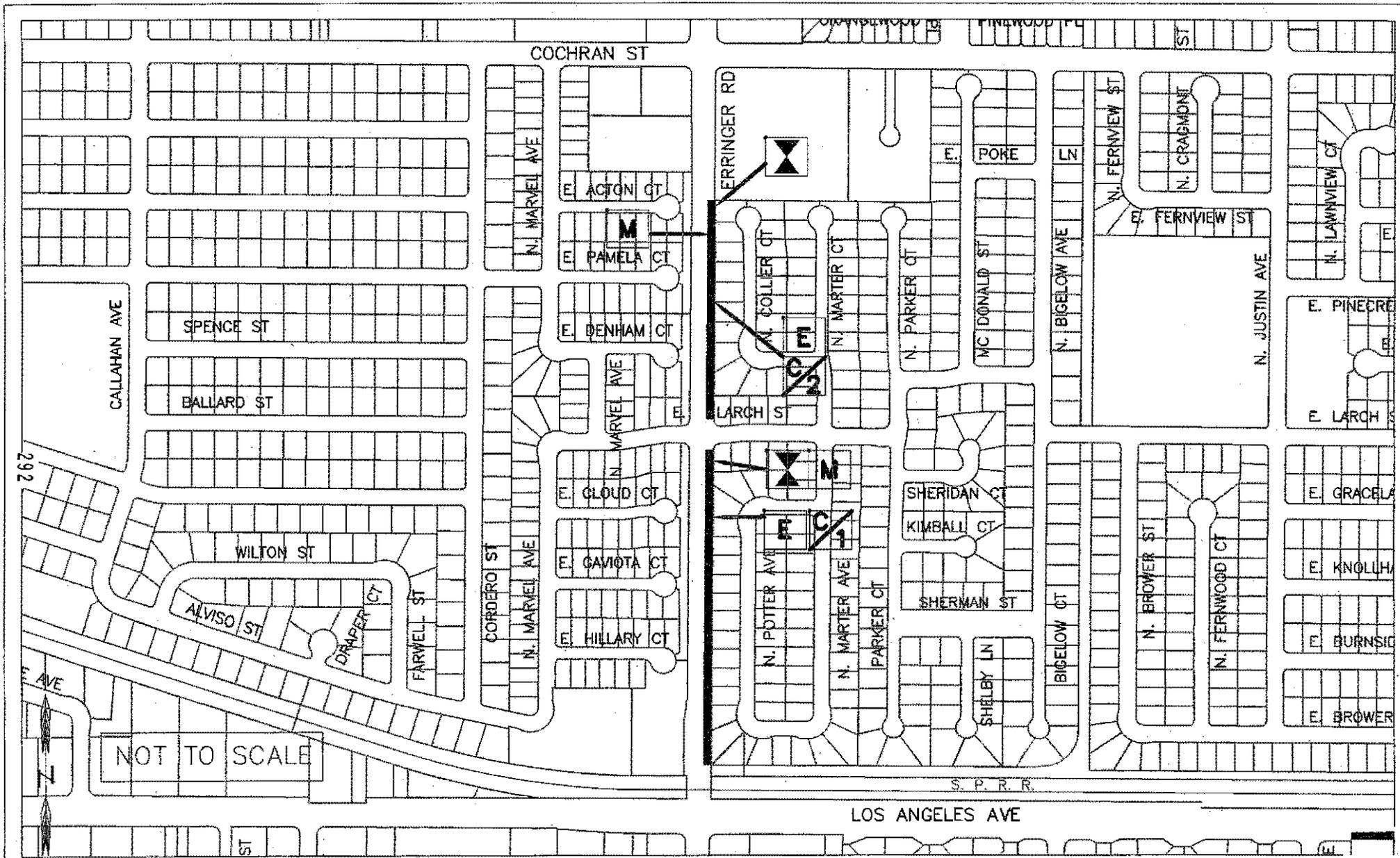
LANDSCAPE DISTRICT NO. 1 - MAINTENANCE
 ZONE 39, AREA 7



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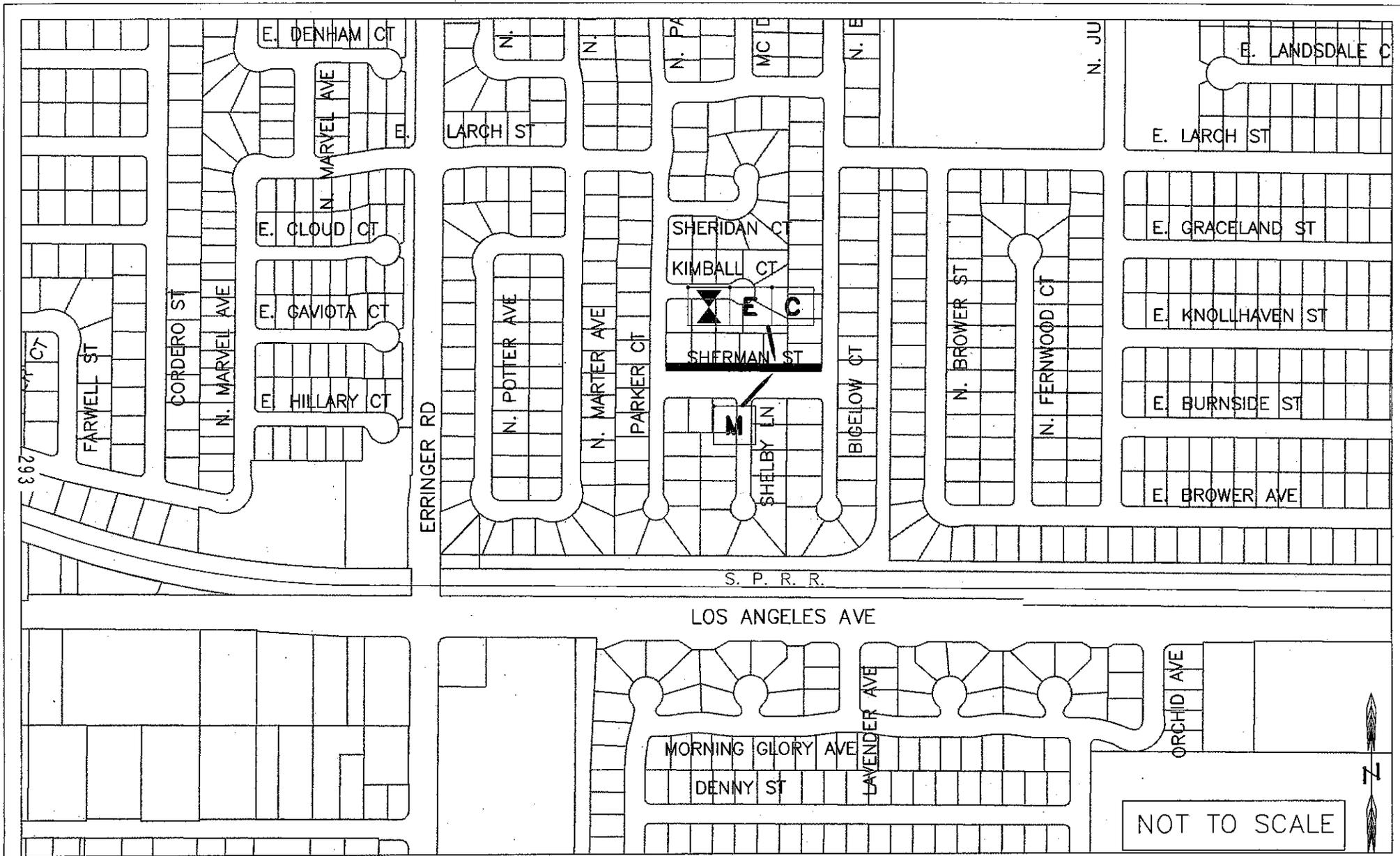
LANDSCAPE DISTRICT NO. 1 - MAINTENANCE
ZONE 39, AREA 8



NO.	REVISION	PREP. BY	APPVD. BY	DATE	
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		DLC NUMBER:	A-2009		
		DATE:	6/16/09		


Simi Valley
 DEPARTMENT OF PUBLIC WORKS

LANDSCAPE DISTRICT NO. 1 - MAINTENANCE
 ZONE 39, AREA 10



NO.	REVISION	PREP. BY	APPROV. BY	DATE

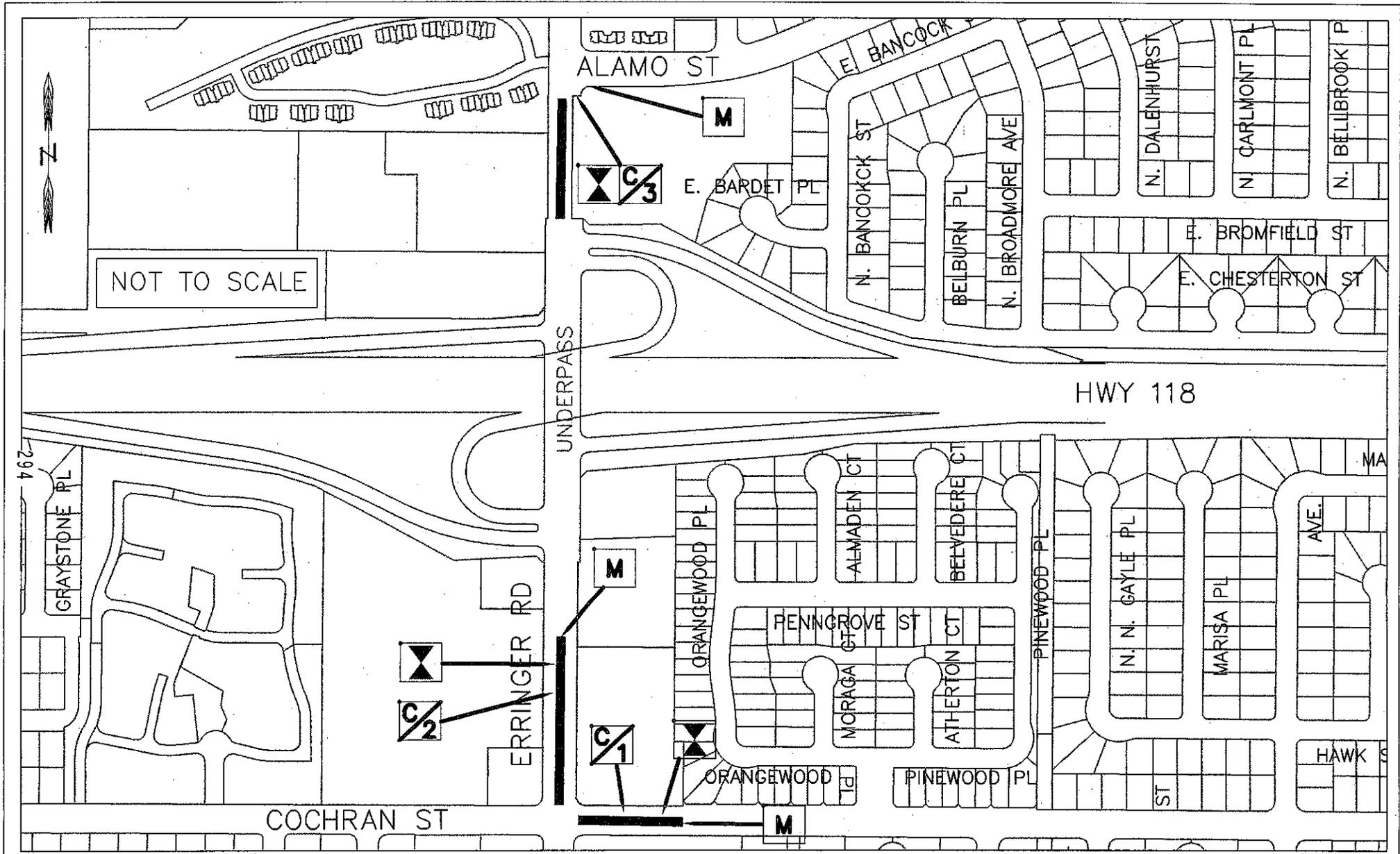
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FILE NUMBER:	A-2009
DATE:	6/16/09


Simi Valley
 DEPARTMENT OF PUBLIC WORKS

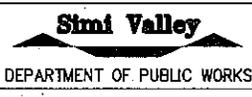
LANDSCAPE DISTRICT NO. 1 – MAINTENANCE
 ZONE 39, AREA 11

NOT TO SCALE





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DRAWN BY: RC		FILE NUMBER: A-2009		
DATE: 6/16/09				



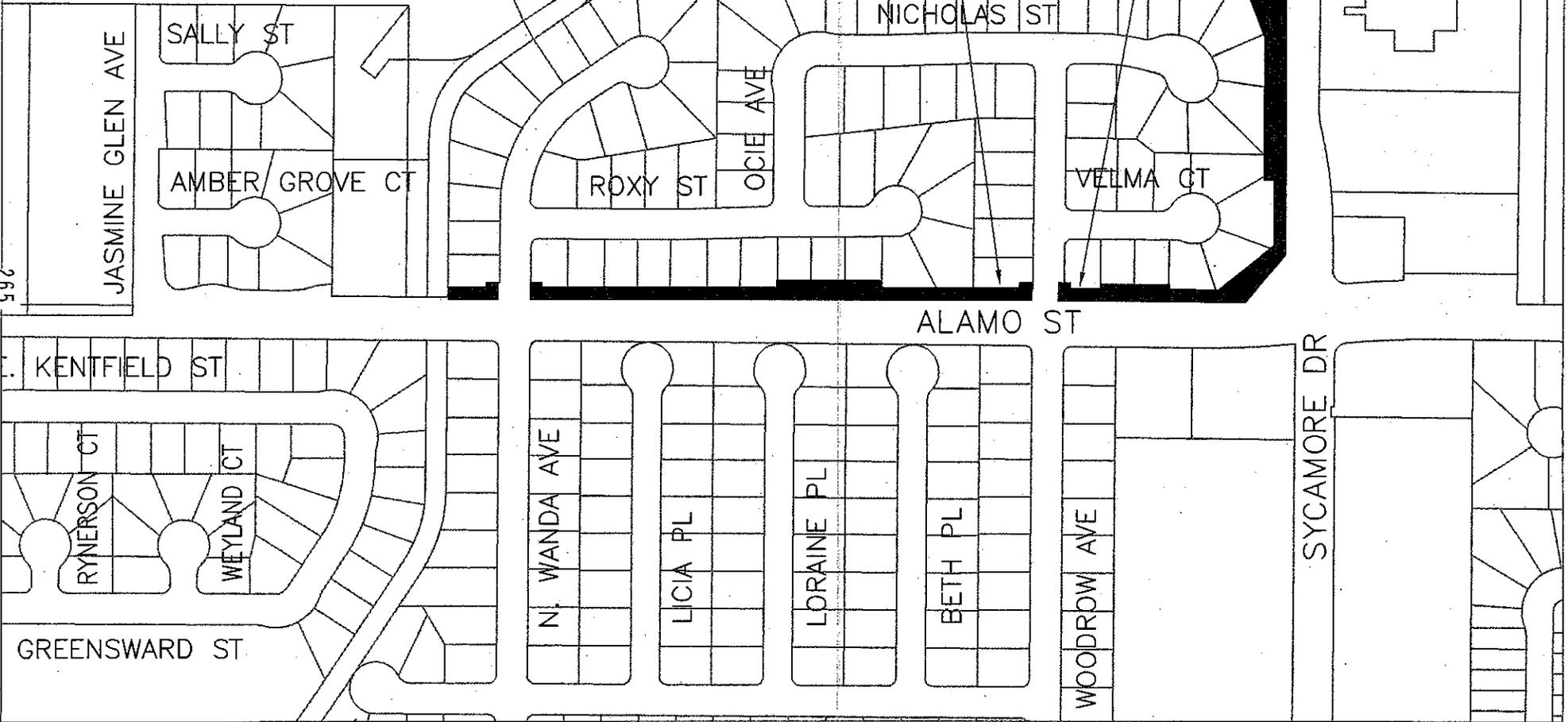
LANDSCAPE DISTRICT NO. 1 - MAINTENANCE
ZONE 39, AREA 12, MEDIANS



NOT TO SCALE

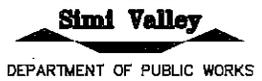
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265

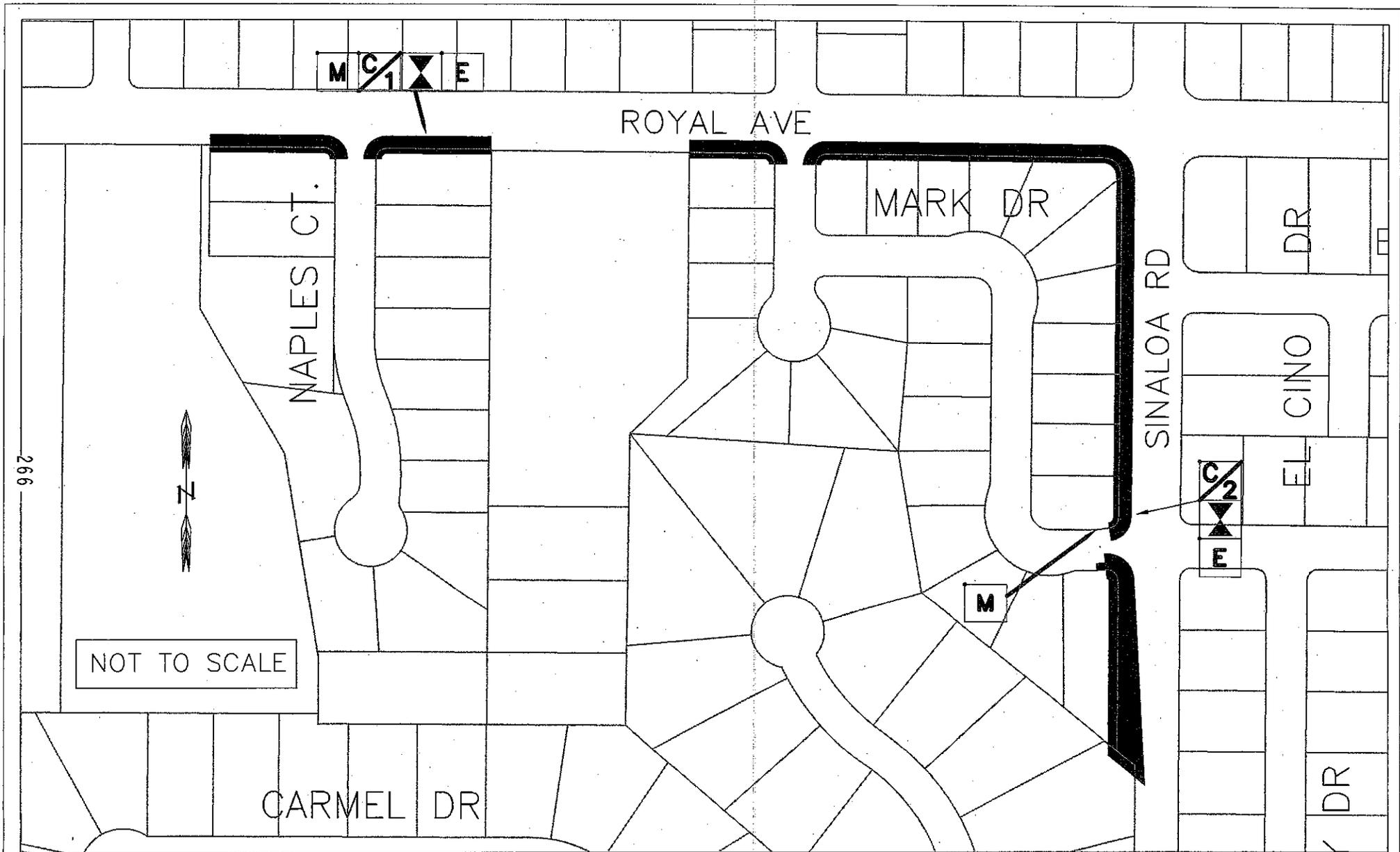


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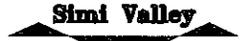
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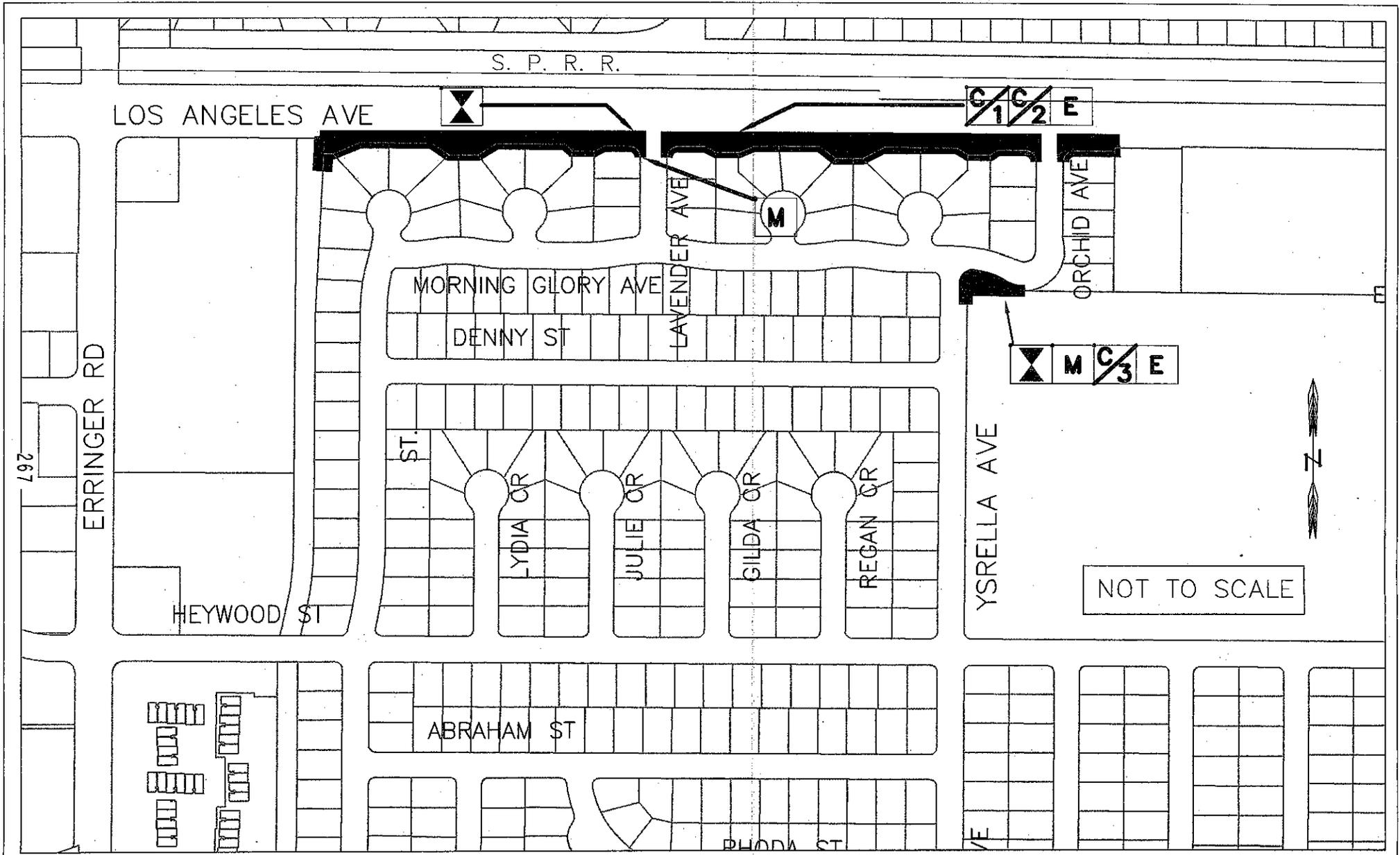
LANDSCAPE DISTRICT NO. 1 - MAINTENANCE
 ZONE 12



NO.	REVISION	PREP. BY	APP'D. BY	DATE
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FILE NUMBER:		A-2009		
DATE:		6/16/09		


Simi Valley
 DEPARTMENT OF PUBLIC WORKS

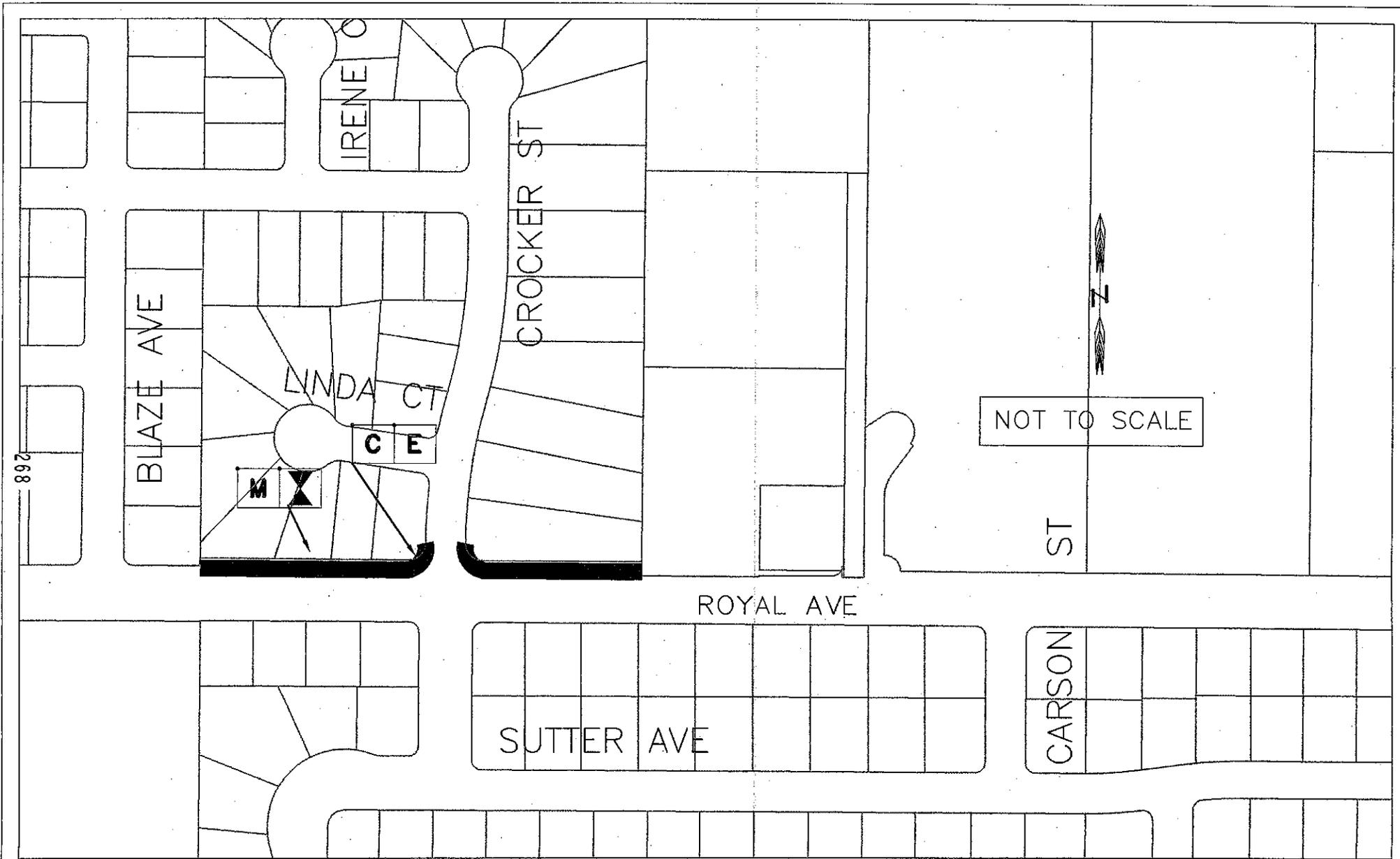
LANDSCAPE DISTRICT NO. 1 – MAINTENANCE
 ZONE 13



NO.	REVISION	PREP. BY	APP'D. BY	DATE
DRAWN BY: RC		FILE NUMBER: A-2009		
DATE: 6/16/09				

Simi Valley
DEPARTMENT OF PUBLIC WORKS

LANDSCAPE DISTRICT NO. 1 - MAINTENANCE
ZONE 17



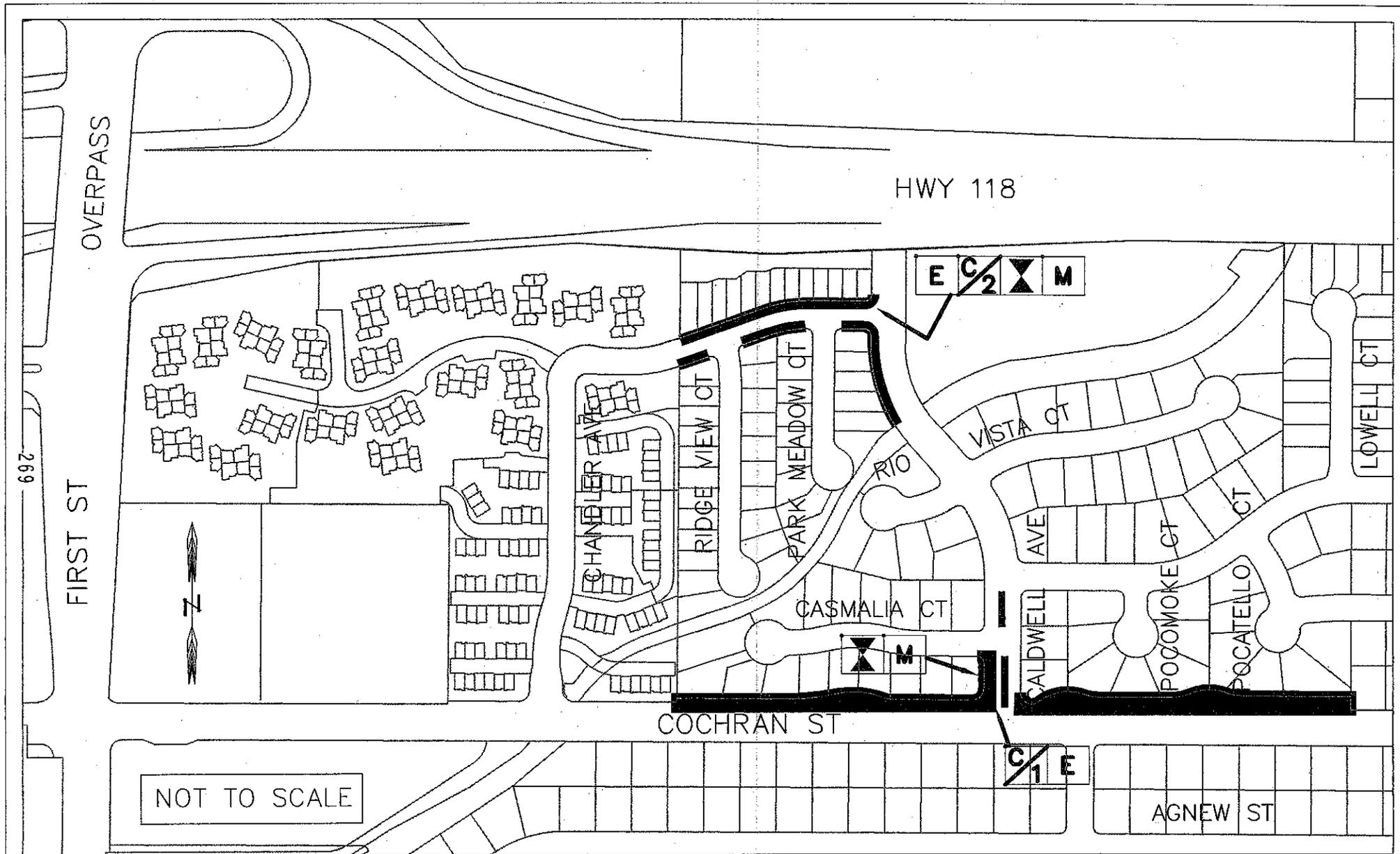
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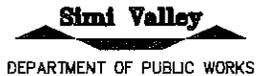
LANDSCAPE DISTRICT NO. 1 - MAINTENANCE
 ZONE 24

_____ OF _____

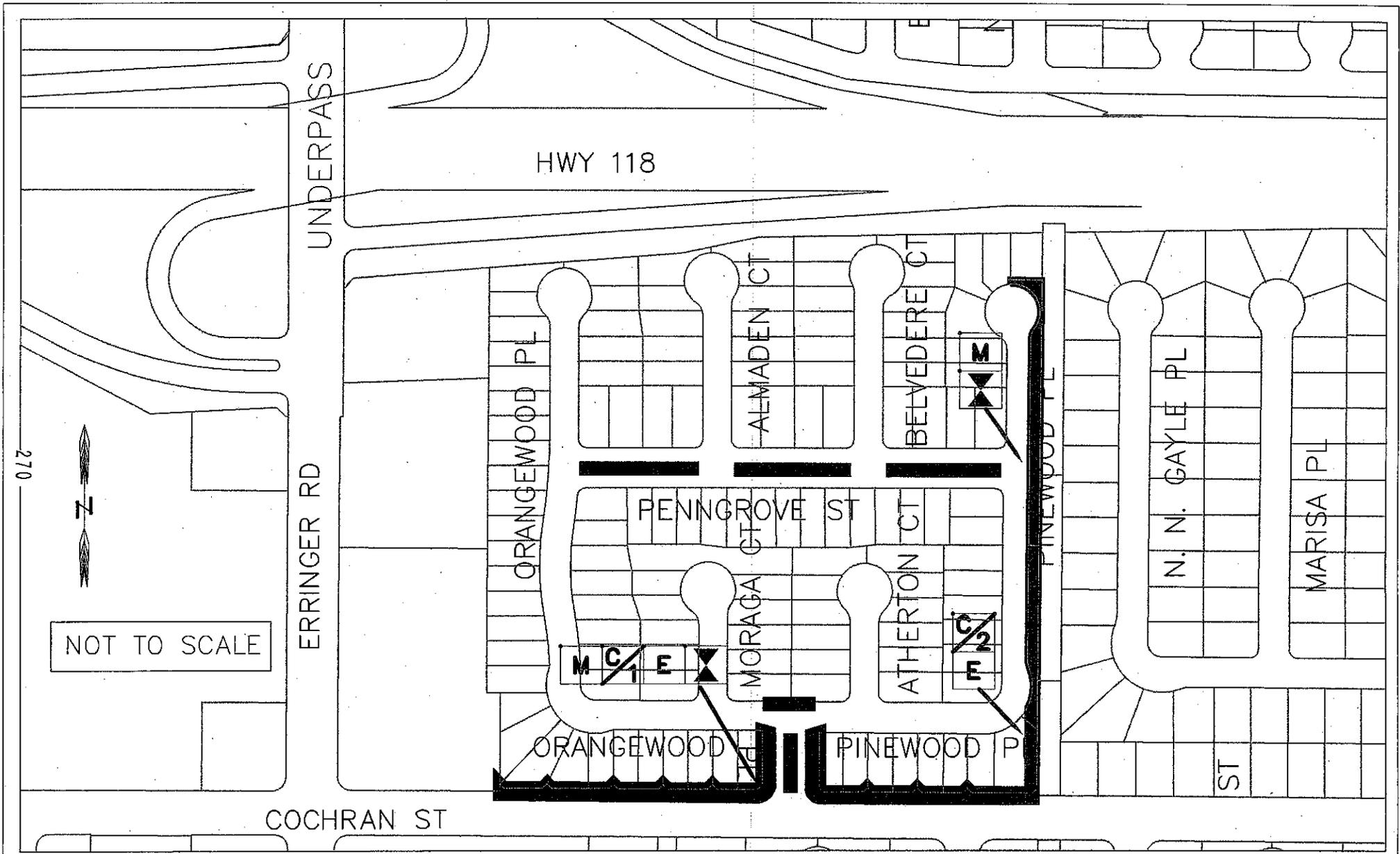


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LANDSCAPE DISTRICT NO. 1 - MAINTENANCE
 ZONE 34

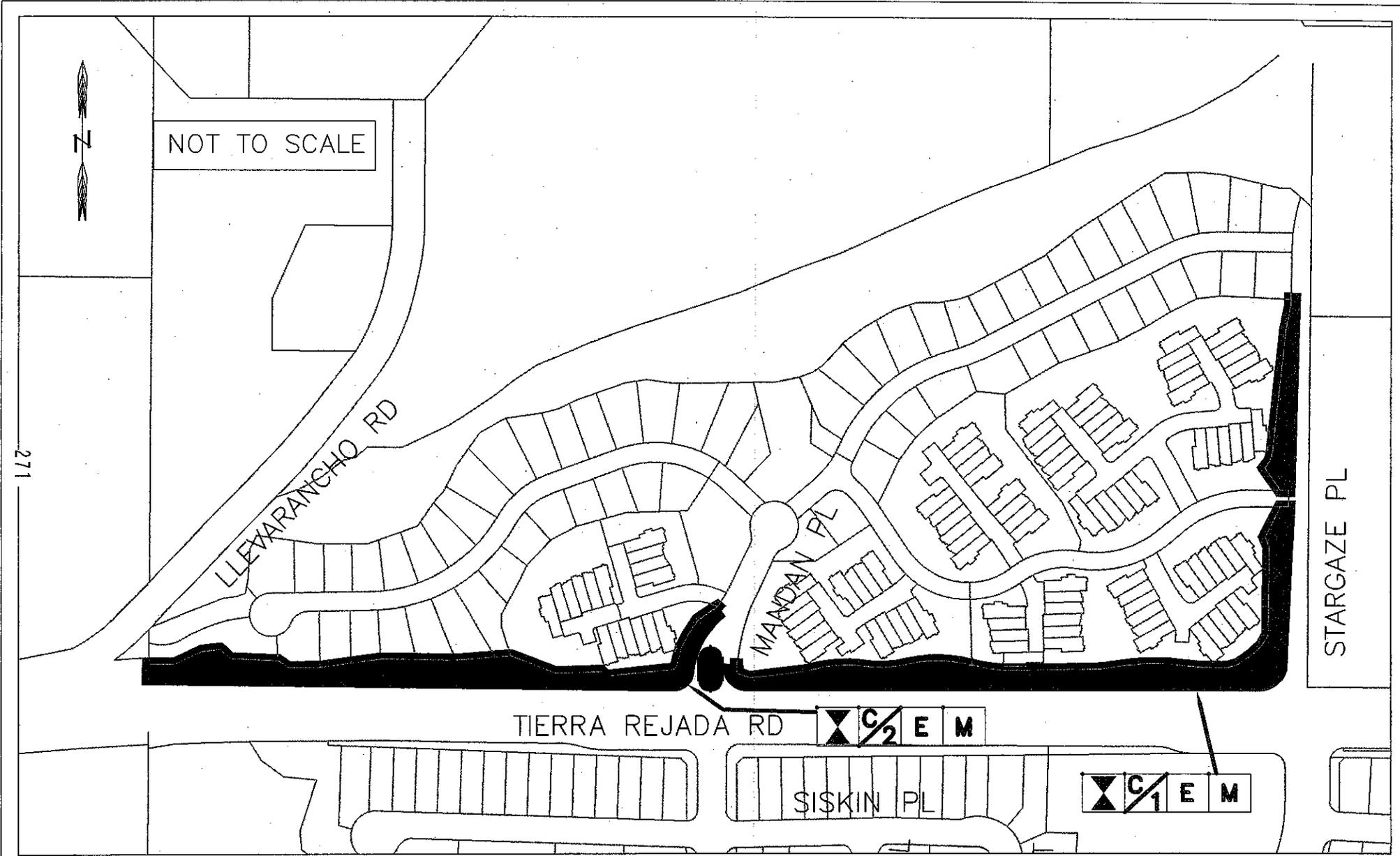


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FILE NUMBER:	A-2009
DATE:	6/16/09


Simi Valley
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LANDSCAPE DISTRICT NO. 1 - MAINTENANCE
 ZONE 37



NO.	REVISION	PREP. BY	APP'D. BY	DATE	DRAWN BY: RC FILE NUMBER: A-2009 DATE: 6/16/09
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Simi Valley
DEPARTMENT OF PUBLIC WORKS

LANDSCAPE DISTRICT NO. 1 - MAINTENANCE
ZONE 42

TIERRA REJADA RD

SISKIN PL

HENAUT PL

SISKIN CT

BENTLEY PL

AUTUMNBREEZE PL

WINTERSET PL

WINTERDEW AV

CLIFFTOP DR

AUTUMN PL

SUMMERTIME AV

N. BRANCH AVE

C1
M
E

C2
M
E

C3
M
E



NOT TO SCALE

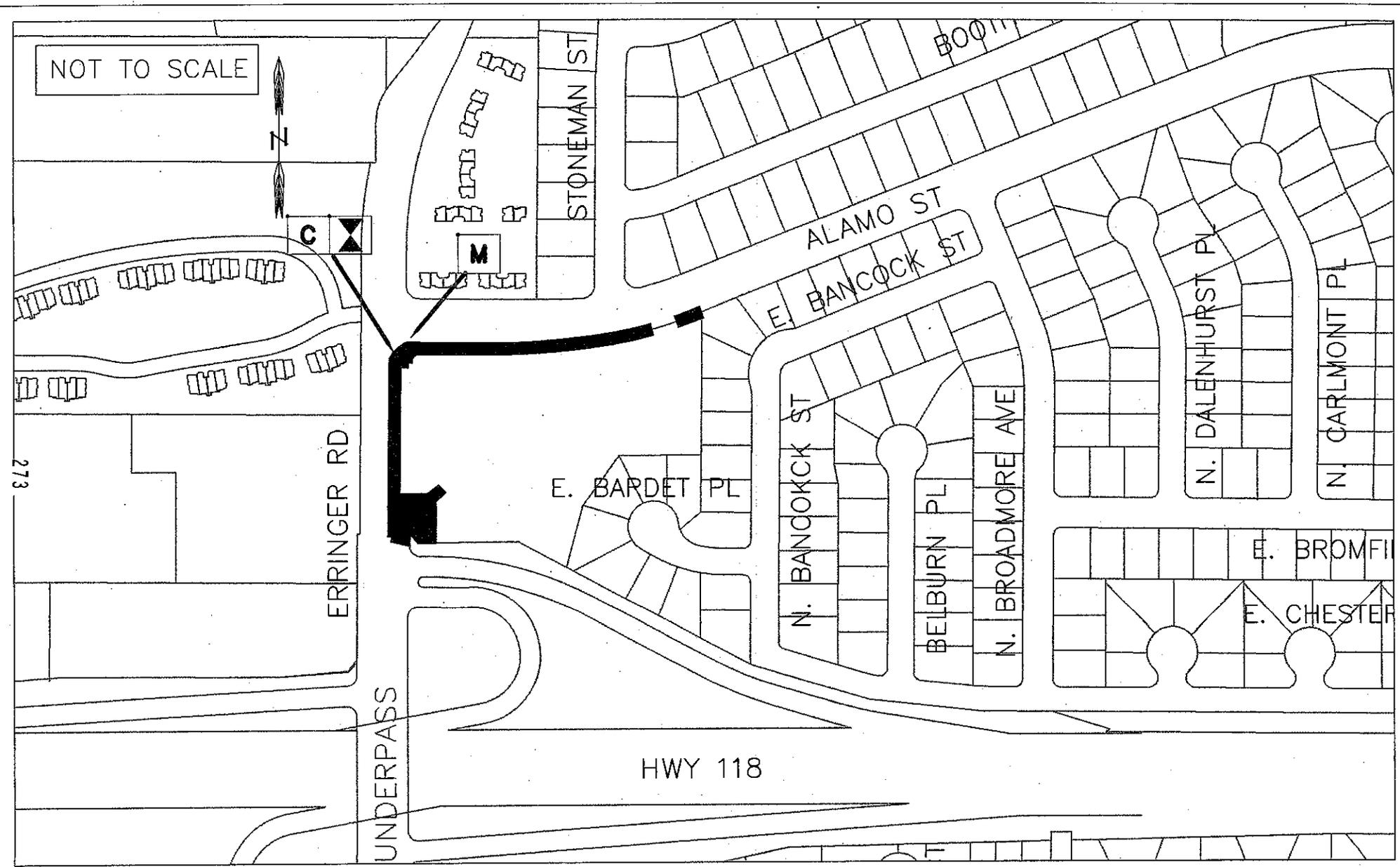
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FILE NUMBER:	A-2009
DATE:	6/16/09

Simi Valley
DEPARTMENT OF PUBLIC WORKS

LANDSCAPE DISTRICT NO. 1 - MAINTENANCE
ZONE 96

NO.	REVISION	PREP. BY	APPV. BY	DATE



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Simi Valley
 DEPARTMENT OF PUBLIC WORKS

LANDSCAPE DISTRICT NO. 1 – MAINTENANCE
 ZONE 104

APPENDIX H

Representation Example
of
Weekly Inspection Form

MONTH/YEAR: _____

WEEK: 1, 2, 3, 4, 5

Contractor Representative

**CONTRACT "A"
SV 20-16
WEEKLY INSPECTION SITE ROUTE**

**Z39-A1, Z39-A41, Z39-A2, Z39-A2A, Z39-A42, Z42, Z96, Z96a, Z39-A43,
Z39-A3, Z39-A3A, Z39-A54, Z13, Z39-A30, Z39-A36, Z39-A5, Z39-A4
(First Street to Sinaloa Road), Z39-A6, Z39-A6B, Z34, Z39-A45, Z39-A7,
Z24, Z39-A8, Z39-A35, Z17, Z39-A31, Z39-A4 (Bridget Street to First
Street), Z39-A10, Z39-A12A, Z37, Z39-A11, Z39-A12, Z104, Z39-A13,
Z39-A48, Z12, Z39-A51, Z39-A47.**

Deficient Sites

Inspector's Initials

Inspection Date

(39) _____

Initials: _____

Date: _____

Maintenance Superintendent's Initials: _____ Date: _____

*Underlined sites are not landscaped and do not need to be inspected at this time.

APPENDIX I

Release on Contract Form
and
Contractor's Affidavit of Payment

RELEASE ON CONTRACT

CONTRACT NAME: SIMI VALLEY LANDSCAPE DISTRICT NO. 1 MAINTENANCE SERVICES CONTRACT A

SPECIFICATION NO. SV 20-16

WHEREAS, by the terms of the Contract dated _____, entered into by the City of Simi Valley and the undersigned, the Contractor agreed to perform certain work for the compensation specified in said Contract; and

WHEREAS, the Contractor represents that said work is fully completed and that final payment is due to the Contractor under terms of said Contract,

NOW, THEREFORE, in consideration of the promises and the payment by the City of Simi Valley to the Contractor of the amount due under the Contract, to wit, the sum of _____ Dollars (\$____), and the additional consideration of One Dollar (\$1.00), receipt of which is hereby acknowledged by the Contractor, the Contractor hereby releases and forever discharges the City of Simi Valley of and from all manner of debts, dues, demands, sum or sums of money, accounts, claims, and causes of action, in law and in equity, under or by virtue of said Contract, except as follows (if none, leave blank):

_____.

IN WITNESS WHEREOF, the hand and seal of the Contractor have been hereunto set this _____ day of _____, 20_____.

This form must be notarized using proper acknowledgment form (see Civil Code Sections 1189 and 1190).

Contractor

By _____

Title _____

By _____

Title _____

CONTRACTOR'S AFFIDAVIT OF PAYMENT

PROJECT NAME: SIMI VALLEY LANDSCAPE DISTRICT NO. 1 MAINTENANCE SERVICES CONTRACT A

SPECIFICATION NO.: SV 20-16

DATE: _____

The undersigned hereby certifies that all workers, and persons employed, all firms supplying materials, and all subcontractors working on the above named project have been paid in full, and there are no bills, invoices, or obligations outstanding against the project for either labor, materials, or equipment furnished except for the following disputed claims for which Notices to Withhold have been filed under the provisions of the Code of Civil Procedure: (If none, leave blank) _____

IN WITNESS WHEREOF, the hand and seal of the Contractor have been hereunto set this _____ day of _____, 20_____ .

This form must be notarized using proper acknowledgment form (see Civil Code Sections 1189 and 1190).

Contractor Name:

By: _____
Signature of Authorized Representative

Title: _____

By: _____
Signature of Authorized Representative

Title: _____

APPENDIX J

City of Simi Valley Water Conservation
Ordinance No. 1142

A copy of the ordinance can be viewed and downloaded at
[https://library.municode.com/ca/simi_valley/codes/code_of_ordinances?nodeId=TIT6SAHE
CHIIVECOWADINO8VCWACOPR_ARTIVECOWADINO8WACOPR](https://library.municode.com/ca/simi_valley/codes/code_of_ordinances?nodeId=TIT6SAHE_CHIIVECOWADINO8VCWACOPR_ARTIVECOWADINO8WACOPR)

APPENDIX K

California Stormwater Best Management Practices Handouts

A copy of the handout can be viewed and downloaded at

<https://www.casqa.org/sites/default/files/BMPHandbooks/SC-11.pdf>