



REQUEST FOR PROPOSALS

RFP 09-006 PRCSA

FOR PROVIDING PARK LANDSCAPE MAINTENANCE SERVICES FOR CITY PARKS



KEY RFP DATES:

Issue Date:	February 27, 2009
Pre-proposal Conference:	March 12, 2009
Proposal Due Date:	March 31, 2009

REQUEST FOR PROPOSAL

Notice is hereby given that sealed proposals will be accepted for providing **park landscape maintenance services** for the City of Santa Ana, at the Parks, Recreation and Community Services Agency, Budget and Accounting Section, 888 W. Santa Ana Blvd. 2nd Floor, Santa Ana, California, 9270 until **5:00 p.m., March 31, 2009**. If further information is required, please contact Robert Carroll, via email at rcarroll@santa-ana.org, or phone at (714) 571-4218.

Mailed proposals should be addressed as follows:

Parks, Recreation and Community Services Agency
Budget and Accounting Section M-23
P.O. Box 1988
Santa Ana, CA 92702
Attn: Robert Carroll

or delivery by hand or courier to:

Parks, Recreation and Community Services Agency
Budget and Accounting Section M-23
888 W. Santa Ana Blvd. 2nd Floor
Santa Ana, CA 92701
Attn: Robert Carroll

It is the responsibility of the company submitting a proposal to see that any proposal submitted shall have sufficient time to be received by the Budget and Accounting Section prior to proposal due date and time. **Late proposals will be returned to the contractor unopened.** The receiving time in the Budget and Accounting Section will be the governing time for acceptability of proposals. Telegraphic, telephonic and facsimile proposals will not be accepted.

I. REQUEST FOR PROPOSAL TERMS

1. PROPOSAL SUBMISSIONS

Proposals must be submitted to the Budget and Accounting Section in a sealed envelope labeled with, the name of the company, RFP NO. 09-006 and the proposal due date and time. An authorized representative of the contractor must sign the proposal.

2. PROPOSAL WITHDRAWAL

Proposals may be withdrawn by written request received before the hour set for the opening. After that time, the contractor may not withdraw proposals for a period of ninety (90) days from the date of the opening.

3. LATE PROPOSALS

It is the responsibility of the contractor to see that any proposal submitted shall have sufficient time to be received by the Budget and Accounting Section prior to the proposal due date and time. The City shall not be responsible for proposals lost or delayed in the mail. **Late proposals will be returned to the contractor unopened.**

4. REQUIRED DOCUMENTS

Contractor must return the following completed documents with their proposal:

- Detailed proposal of services in accordance with the specifications detailed in Exhibit A. Proposal should include a business plan specifying the resources the contractor will dedicate to this agreement, including a detailed organizational chart depicting the organization's hierarchy and each position and number of positions by job classification, who they report to, different crews, etc. The organizational chart should also depict the ball diamond infield sub-contractors organizational structure, number of Santa Ana crews, number of employees, etc. The proposer's business plan should also explain why your company's organizational structure and number of resources will best be able to improve the quality of Santa Ana parks.
- The proposal should take into consideration the evaluation criteria included in Section III and should not exceed 20 pages.
- Proposals should include job qualifications of key contract staff including general manager, superintendent, supervisor, irrigation specialists, pesticide operators, and lead maintenance workers.
- Completed Contractor's References form (Section IV);
- Completed Proposal Summary and Deviations from Specifications form (Section V);
- Signed Proposal Form (Section VI);
- Exhibits B, C and D are for reference only, but will be required when a contract is awarded.

Contractor must submit one original and eight (8) photocopies of each proposal offered.

5. RIGHTS RESERVED

The right is reserved by the City of Santa Ana to reject any or all proposals or to waive any informality or technical defect in a proposal. The City reserves the right to contract with any, all, or none of the contractors who submit base proposals and/or alternate proposals.

6. AGREEMENT

Successful contractor(s) will be required to enter into an agreement with the City of Santa Ana. The City reserves the right to enter into an agreement with any, all, or none of the contractors for a two-year period, with the option of extending the agreement for three additional one-year terms.

7. SELL OR ASSIGN

The successful contractor shall not have the right to sell, assign, or transfer any obligations resulting from this proposal without the specific written consent of the City.

8. RECEIVING TIME

The receiving time in the Budget and Accounting Section will be the governing time for acceptability of proposals. Telegraphic, telephonic and facsimile proposals will not be accepted.

9. COMPLIANCE WITH LAWS

All proposals shall comply with current federal, state, and other laws relative thereto. Contractor further agrees that the services proposed comply with all applicable Federal and

State Occupational Safety and Health laws, standards for regulations, and that contractor will indemnify and hold the City harmless for any failure to conform.

10. REFERENCE TO SUCCESSFUL CONTRACTOR

The terms vendor, supplier, or contractor may be used interchangeably in these specifications and shall refer exclusively to the contractor(s) with whom the City enters into a contract.

11. INQUIRIES

Refer inquiries via e-mail to Robert Carroll, rcarroll@santa-ana.org.

12. E-MAIL COMMUNICATIONS

To facilitate the request for proposal process, contractors are required to monitor and respond to e-mail requests on a daily basis.

13. PRE-PROPOSAL CONFERENCE AND JOB WALK

A pre-proposal conference and job walk will be held at **8:30 a.m. on Thursday, March 12th** in the Parks, Recreation and Community Services Agency headquarters building large conference room, 888 W. Santa Ana Boulevard, 2nd Floor, Santa Ana, CA. The pre-proposal conference will last approximately one hour. Immediately following the pre-proposal conference, staff will conduct a job walk to view park locations. The job walk will continue until all work areas are viewed. **Please RSVP to Robert Carroll, (714) 571-4218, by March 9. All proposers are strongly encouraged to attend.**

14. PRE-QUALIFICATION PROCESS

In addition to submitting all documentation required in this request for proposal, contractors shall also be required to demonstrate their ability to successfully perform the type of maintenance work contemplated by this request for proposal, including but not limited to providing an adequate number of staff, suitable equipment and materials as determined by the Park Superintendent. The contractor shall be prepared to introduce key staff assigned to carry out the work detailed in the specifications Exhibit A. Contractor shall also present the contractor's business plan, including the organizational chart, and prove how the company is the best qualified for this agreement.

15. SURETY BONDS

Each proposal must be accompanied by a bid bond or a cashier's/ certified check payable to the City of Santa Ana, in an amount not less than ten percent (10%) of the annual contract price, as a guarantee that the contractor who submits the successful proposal will enter into the proposed contract if the same is awarded to him. The successful proposer will also be required to submit a payment bond an amount not less than 100 percent of the annual contract price.

16. REVIEW OF JOB SITE

The Contractor shall be held responsible for carefully reviewing the sites and maps and verifying all areas of work, prior to proposal submittal.

II. SCOPE

The City is interested in receiving proposals from contractors for providing park landscape services in the 24 park locations described in Bid Summary and Deviations from Specifications (Exhibit E). The detailed specification included as Exhibit A describes the quality of work that is expected from the contractor. The City is considering entering into agreements with one or more contractors. The City reserves the right to contract with any, all, or none of the contractors who submit base proposals and/or alternate proposals, and reserves the right to enter into only one agreement with a single contractor.

REQUIRED SUB-CONTRACTORS

Contractor shall enter into separate agreements with one of contractors listed below. These sub-contractors shall perform specialized maintenance in accordance with the specifications detailed in the referenced Attachments.

Baseball/Softball Infield Maintenance – Attachment 1

- Elite Infield Maintenance
- Major League Softball
621 E. Walnut Ave.
Burbank, CA 91501
(818) 559-8787 office

Contractor may enter into a separate agreement with an irrigation management and repair company. This contractor shall perform irrigation management and repair maintenance in accordance with the specifications detailed in Exhibit A.

III. EVALUATION OF PROPOSALS

The response to this Request for Proposal should contain documentation of contractor's credentials and expertise in this field. Consideration will be given to contractors with demonstrable and documented experience in similar work. The Park Superintendent and an evaluation committee will review the responses received and interview the companies who submit the most responsive proposals. The following evaluation criteria and weights will be used to evaluate the bids:

Capability and Experience of Contractor (30%)

1. Ability of contractor and his/her ball diamond infield maintenance sub-contractor to obtain the staff and equipment necessary to perform specifications as outlined in the contractor's business plan
2. Training and safety precautions taken to perform specifications
3. Contractor's financial ability to provide uninterrupted landscape services throughout the term of the agreement
4. Experience of lead worker and maintenance staff assigned to the contract
5. Experience of supervisory and management staff assigned to the contract

Past Performances (30%)

1. Past record of performance on contracts of similar size and scope with cities or other governmental agencies including such factors as reliability, adherence to specifications and compliance with contract terms and conditions.

2. Past record of performance on contracts of similar size and scope with private sector companies including such factors as reliability, adherence to specifications and compliance with contract terms and conditions.
3. Acceptable, verifiable references and site reviews

Cost of Proposal (40%)

1. Cost of base proposal
2. Cost of specialized services

FOLLOW-UP OF EVALUATION PROCESS BY CONTRACTOR

Contractors may follow up on the evaluation of the proposals by contacting Robert Carroll, via email at rcarroll@santa-ana.org or by phone at (714) 571-4218.

IV. CONTRACTOR'S REFERENCES

These sheets must be completed in full and returned with contractor's proposal.

List and fully describe three contracts performed by your company, which demonstrate your ability to provide services in accordance with the specifications included in this RFP. Attach additional pages if necessary. The City reserves the right to contact each of the references listed for additional information regarding your company's qualifications.

Reference No. 1

Customer Name: _____ Contact Individual: _____
Address: _____ Phone Number: _____

Contract Amount: _____ Year: _____

Description of equipment and services provided:

Reference No. 2

Customer Name: _____ Contact Individual: _____
Address: _____ Phone Number: _____

Contract Amount: _____ Year: _____

Description of equipment and services provided:

Reference No. 3

Customer Name: _____ Contact Individual: _____
Address: _____ Phone Number: _____

Contract Amount: _____ Year: _____

Description of equipment and services provided:

V. BID SUMMARY AND DEVIATIONS FROM SPECIFICATIONS – EXHIBIT E

Contractors must provide costs for maintaining each of the locations, and service categories included in Exhibit E **at the level of quality described in the detailed specifications (Exhibit A and all attachments)**. Contractors must also list all deviations from specifications, if any. The 24 locations included in Districts 1-3 will serve as the basis for proposal evaluation. At the discretion of the Executive Director, one or more optional add-on locations and specialized services may be included in the agreement with contractor.

VI. PROPOSAL FORM

The undersigned contractor agrees to provide park landscape maintenance services in accordance with the specifications. I/We have stated herein the services and fees that I/we will furnish and deliver as specified. Award shall be based upon the evaluation criteria included in Section III. Where there is a discrepancy between words and figures, words shall govern.

The City of Santa Ana reserves the right to cancel any agreement in the event that terms of this agreement are violated.

Name of Contractor
(Person, Firm, Corp.)

Signature of Authorized Rep.

Address

Name and Title (Please Print)

Address

Date

Telephone Number

E-Mail Address

EXHIBIT A

SPECIFICATION FOR ROUTINE MAINTENANCE

I. GENERAL CONDITIONS

A. FUNCTIONS AND RESPONSIBILITIES

1. City - Director's Authority

The Director is the only person authorized to direct changes in any of the requirements under the Agreement and, notwithstanding any provisions contained elsewhere in the Agreement, and said authority remains solely in the Director. In the event that the Contractor effects any such changes at the direction of any person other than the Director, the changes will be considered to have been made without authority and solely at the risk of the Contractor. In addition, the Director shall have the authority to accept/reject materials, workmanship and to make changes in work or schedule, not involving extra cost.

When the performance of the work or completion per schedule is determined to be sub-standard, he may (1) recommend that all or a portion of payment be withheld, and/or (2) direct the work be accomplished by either City forces or separate contractor, in order to complete the necessary work as close to schedule as possible, and withhold the resulting costs. Payment to be withheld shall be deducted from the next monthly payment due, or if the amount is insufficient to cover payment, the Contractor shall be liable for said deficiency and will be billed accordingly.

The Director, or his authorized representative shall decide all questions, which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Agreement by the Contractor, interpretation of the specifications, and compensation, including completion of work by alternate sources.

2. Contractor

a) Local Office

The Contractor shall maintain a physical office within the 714 area code (local office). The local office shall be open Monday through Friday 8:00 a.m. to 5:00 p.m. with a company representative present at all times. Answering services or mobile telephones will not be considered a local office.

b) Submittals

Prior to performing, Contractor shall submit to the Director for approval: 1) a detailed annual, monthly and weekly work schedule; 2) time sheets of employees assigned to the contract areas; 3) names and titles of all persons

working on the project and their qualifications; 4) and equipment, materials and/or chemicals to be used on the project. The information contained in the above referenced documents shall be updated with any new information as available. The Director shall be immediately notified of any changes to the above information.

c) Uniforms and Vehicle Identification

The Contractor shall provide to all field personnel a standard uniform including but not limited to uniform company hats, collared work shirts, pants, jackets, vests and ANSI approved safety shoes. All uniforms will be marked with some form of company logo or other form of identification.

All vehicles and equipment on the project site shall be in operable and working condition, clean appearance without visible damage, dirt graffiti etc. In addition, all vehicles shall have the company's name clearly identified on the right and left side doors.

B. SAFETY REQUIREMENTS

All work performed under this contract shall be completed with maximum safety as the priority above all other requirements. In the event unsafe work is observed by City staff or otherwise reported, the Director may at his discretion order Contractor to stop performing and pay all costs and or damages resulting from the delay.

C. SAFETY NOTIFICATION

If Contractor identifies a potential safety issue, Contractor shall:

1. Notify the public that potentially unsafe conditions exist by installing yellow "Caution Tape" and "A" frame barricades or equal substitute around the condition.
2. Notify the Director of the condition first by phone and then in writing (e-mail is acceptable) including digital photographs of the potential safety concern if possible. Once the Contractor has notified the City and the public of the condition, as specified above, Contractor shall have no further responsibility regarding the condition.

D. UNDERGROUND ALERT SYSTEMS

Underground Alert Systems (telephone number 1-800-422-4133) must be notified 48-hours in advance prior to any excavation work. .

E. PROPERTY DAMAGE

Any damage to private property caused by Contractor shall be immediately reported to the property owner. Contractors shall pay for any damage caused to private property in performing this agreement.

F. ACCESS TO PRIVATE PROPERTY

Prior to any work involving private property, the Contractor shall notify the City of the proposed work and obtain all necessary permits and/or consent required from City and/or property owner.

G. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall protect City and/or private property adjacent to work areas including sprinkler systems, drain pipes, lawns, brick work, plantings, masonry work, fences, walls, sidewalks, street paving, etc., located on either public or private property. Contractor shall, at its expense, replace any property that is removed or damaged, other than property pre-approved for removal.

TRAFFIC CONTROL

The Contractor will not interrupt traffic flow on City streets. In situations where it is necessary to restrict traffic flow, the Contractor will contact the appropriate City department and obtain all necessary permits and/or consent from the responsible public agency.

H. MONTHLY REPORTS

Prior to the first day of each month the Contractor shall submit the following reports: 1) employees daily work schedule by location and crew/task(s); 2) pesticide use report that was forwarded to the Agricultural Commissioner's Office; 3) irrigation report; and, 4) "green waste" recycling report.

I. WATER COST

City will pay for water used by Contractor pursuant to this agreement up to a specified amount detailed in a monthly Estimated Applied Water (EAW) report (see Attachment 6). Should the amount of water applied exceed the monthly EAW then the Contractor shall pay the cost of the excess water.

II. GROUNDS/LANDSCAPE MAINTENANCE SPECIFICATIONS

A. DEFINITIONS

1. "Director" shall mean the Executive Director of Parks, Recreation and Community Services or designated representative.
2. "Pruning" shall mean the practice of removing lateral shrub or tree branches and may also be referred to as "trimming."
3. "Weed" shall mean any undesirable or misplaced plant.

B. SCOPE OF WORK

It is the intent of this agreement to continually improve the quality of the facilities. The Contractor shall provide all labor, training, materials, tools, equipment, transportation, hauling, dumping, fertilizers, pesticides, chemicals and other items needed to perform high quality grounds/landscape maintenance pursuant to the terms defined herein. The Contractor shall provide all grounds/landscape maintenance at work sites listed herein, including, but not limited to pruning/trimming, shaping and training of trees, shrubs, and ground cover plants, removing and controlling weeds, controlling plant diseases and pests; mowing turf, edging turf and ground cover; irrigating plant material; maintaining and repairing irrigation systems; removing trash and debris; ball diamond maintenance; picnic area maintenance; tot-lot maintenance; and, other services required to maintain the work sites in a safe, attractive and useable condition. The Contractor shall maintain all plant material in a healthy and beautiful condition using the best industry/ horticultural accepted standards for growth, color, and appearance as determined by the Director.

1. Scheduling of Work – Contract Start-up

The Contractor shall, within three (3) months after commencement of services, bring all sites subject to this Agreement to the level set forth in the specifications as follows:

- a) Turf –Aerate and fertilize all turf using Nitro King 24-4-4 at one (1) pound of actual nitrogen at one pound per 1,000 square feet. All weeds shall be treated using selective post emergent herbicides until weeds are eradicated. Dallas Grass shall be eradicated using broad spectrum post emergent herbicide.
- b) Shrubs – Fertilize using Nitro King 24-4-4 at one (1) pound of actual nitrogen at one pound per 1,000 square feet. Diagnose and treat all diseased or unhealthy plants. Prune shrubs. Provide report of diagnosed/treated plants.
- c) Groundcover – Plant new groundcover every 12” triangular spaced to fill in bare areas. Fertilize using Nitro King 24-4-4 at one (1) pound of actual nitrogen at one pound per 1,000 square feet.
- d) Trees – Prune all trees to specification. Establish tree rings.
- e) Irrigation – Perform start-up irrigation system check and repair all heads, swing joints and lateral lines, raising and adjusting heads/nozzles as necessary. Provide proposals to perform extra work for valve, main line, field wire, backflow prevention devices, etc. repairs.
- f) Mulch – Install Black Forest mulch or approved equal in all planters, designated tree rings and other designated areas.
- g) Pavement Cleaning – Perform hardscape pressure washing per Section B.2.9.c of routine maintenance specification.
- h) Contractor understands that it is assuming maintenance responsibility of the parks/locations “as is” and is responsible for improving all aspects of the parks,

irrigation system, hardscape, turf, ground cover, plants and all other areas to the quality described in these specifications, at no additional cost to the City, during the 30 day start-up period.

2. Scheduling of Work – Routine Maintenance

- a) The Contractor shall provide landscape maintenance between the hours of 6:00 a.m. and 6:00 p.m., Monday through Sunday. The schedule may be modified only with the Director's consent. Landscape maintenance that generates excess noise cannot begin before 8:00 a.m.
- b) The Contractor shall establish schedules of "routine work" to be followed in the performance of this contract. Schedules listing the name and size of specific crews performing daily, weekly, monthly, annual and periodic maintenance shall be submitted to the Director each month. A copy of these schedules shall be provided to the Director prior to the performance, and any changes in scheduling shall be reported in writing and subject to the approval of the Director. The schedule shall include days of the week and what person/crew will be performing specific work in accordance with the specification. Each person/crew will be identified and list the number of employees by job classification. Once the initial schedule of "routine work" is completed the Contractor shall notify the Director in writing before any changes are made.
- c) The Contractor shall establish a schedule of renovations, pruning/trimming and other infrequent operations. A copy of this schedule shall be provided to the Director prior to performance, and any changes in scheduling shall be reported in writing and subject to the approval of the Director. Once the initial schedule is completed the Contractor shall notify the Director in writing before any changes are made.

3. Work Force

- a) Contractor's supervisory personnel (Supervisors) shall have a combination of five years experience or education in Ornamental Horticulture, Landscape Architecture, Irrigation Technology or related science. Supervisors shall also possess landscape/grounds management skills required to implement modern methods and newly developed horticultural and arboriculture procedures and/or practices. Supervisors shall accompany the Director on weekly inspection tours of the contract sites. During the tour the Supervisor shall indicate the work completed the previous week, any changes that were made or are being contemplated and the work scheduled for the upcoming week and month.
- b) The Contractor shall provide a minimum of one (1) full-time Certified Irrigation Specialists who possess, at minimum, a Certificate in "Ornamental Horticulture Certificate of Proficiency Specialization in Landscape Irrigation" or hold a current California Landscape Contractors Association "Certified Landscape Technician" certificate to manage each site's irrigation systems controller programming, performance and maintenance including, but not limited to,

performing all irrigation checks/report writing and to perform repairs and/or, modifications to the irrigation system.

- c) The Contractor shall insure that all staff has a minimum of two years of landscape maintenance experience or education.
- d) The Director may request that the Contractor perform additional work or services to meet the performance standards required by this Agreement.
- e) Director may require Contractor to remove any employee from work sites at his or her discretion.

4. Materials

- a) The Contractor shall submit to the Director a list of all materials and/or chemicals that may be used pursuant to the terms of this Agreement. The list shall include Material Safety Data Sheets and chemical analysis where applicable, recommended usage and any other manufacturers data that may be pertinent. The list must be submitted before any materials/chemicals are used pursuant to this Agreement.
- b) The materials and chemicals utilized in furtherance of this Agreement shall comply with the following standards:
 - (1) All fertilizers shall be complete, furnishing the required percentage of nitrogen, phosphoric acid and potash to keep lawns, trees, shrubs and other plants in a healthy and vigorous growing condition.
 - (2) Pesticides including but not limited to: Insecticides, fungicides, herbicides, algaecides, aviacides, and rodenticides shall be of the best quality obtainable and available on the market, properly labeled with guaranteed analysis, and brought to the job site in the manufacturer's original container.
 - (3) Tree stakes, tree ties and guy wires shall be of materials matching those existing at the work site or as specified by the Director.

5. Recycling

All organic waste (including leaves, grass clippings, brush, branches, and tree parts) resulting from work performed under this contract shall be disposed of pursuant to the requirements of the Santa Ana Municipal Code (SAMC) Chapter 16. Organic waste cannot be taken to a landfill. Every month, the Contractor shall submit receipts from licensed compostors/green waste recycling facilities, to the Director listing the tons of organic waste recycled and the names and addresses of the composting or processing companies.

C. ROUTINE MAINTENANCE

Routine maintenance shall include but not be limited to the following services performed at the Work Sites listed in Exhibit E.

1. Turf Care

Turf care shall be differentiated by the two types of turf - "Casual Turf" and "Sport/Priority Turf (see site maps in Attachment 2 that identify the areas for each type of turf).

a) Mowing

All "casual" turf (non-sport/priority turf) shall be mowed: 1) weekly May 1 through October 31 and, 2) every other week November 1 through April 30. The Contractor shall use a tractor powered reverse flail mower for the larger open turf areas, a 52" mower and a small walk behind mower for areas between trees and other park amenities. The Director shall determine height of cut. String trimmers are not allowed for mowing turf. Any visible clippings shall be collected and disposed of pursuant to SAMC Chapter 16.

- (1) All "sport/priority" turf as described in Attachment No. 2 shall be mowed once a week all year. Any visible clippings shall be collected and disposed of pursuant to SAMC Chapter 16. The Contractor shall mow the sport/priority turf areas at $\frac{3}{4}$ " to 1" using a power driven fairway reel mower and a walk behind reel mower along skinned infield brickdust areas, turf infields, turf infield foul areas, soccer/football fields, soccer/football out of bound areas. The Director's Representative shall direct the Contractor to mow the sport/priority turf lower than $\frac{3}{4}$ " to 1" if necessary. Note that the ball diamond infield maintenance subcontractor shall be responsible for mowing turf infields and other designated ball diamond turf areas. (see Attachment 1).
- (2) The Contractor shall maintain mowers that provide a smooth, even cut without ridges or depressions and without tearing of the leaf blades (caused by unsharpened mower blades). Mowing shall be performed at the speed the mowers manufacturer specifies to maximize quality of cut. Mowing shall be performed with straight and flowing patterns approved by the Director's Representative. The emphasis will be on quality mowing vs. speed and unprofessional patterns. From time to time the Director will direct the Contractor to change mowing pattern to minimize rutting and compaction. The Contractor shall mow grasses and broadleaf plants once per month in the Santiago Park Day Camp (Nature Reserve) meadow area.

b) Edging and Detailing

All edging shall be performed with the use of a McClain's edger or approved substitute. Stick edgers are not allowed. Contractor shall edge all turf adjacent to all improved hard surfaces such as concrete, decomposed granite, asphalted concrete paved areas. Edging/detailing shall be performed at the same time mowing occurs. Chemical detailing of turf may occur with the Director's approval. If chemical detailing is performed, the Contractor shall use the string trimmer to remove the treated turf within one (1) week after symptoms of phytotoxicity become recognizable.

- (1) The Contractor shall use the McClain's edger to edge straight lines along fences, walls, or long flowing arcs. The Director's Representative may require the Contractor to use string lines to edge straight lines if the Contractor's staff fails to achieve this quality without this method.
- (2) The Contractor shall detail around trees, along walls/fences and other park amenities first using a sharpened shovel cut to establish a concentric round circle around trees, poles, etc. Once the initial detailed circle is established a string trimmer may be used to maintain the circle. Should the circle begin to deform the Director shall direct the Contractor to repeat the detail process.
- (3) The Contractor shall detail turf not greater than 10" away from walls or fences. Detail lines shall be made straight and shall be maintained straight. The Contractor shall, at his own cost, supply top soil and an approved turf seed to reduce any existing bare soil areas along walls/fences that are greater than 10".

c) Soil Testing Amending/Top Dressing

Contractor shall test the priority turf soil once per year in January by a soil-testing laboratory approved by the Director. One soil sample shall be taken at each ball diamond or soccer/football field and one every 5 acres of additional turf area. The Contractor shall take the samples to a soil and plant lab approved of by the Director. The test will be comprehensive and provide a written report on the condition of the soil as well as recommendations of how to improve the soil, soil fertility, and overall health of the turf. After review of the soil reports, the Contractor shall within 60 days, and at no extra cost to the City, perform the work recommended by the soil and plant lab to improve soil health and fertility. Contractor shall mix all soil amendments, at the rates recommended by the soil-testing laboratory, with the "Santa Ana Top Dressing Mix" and apply the amendments and top dress mix. The Director shall verify and approve all soil amendment type, manufacturer, quantities prior to being applied. The cap for amendments and materials shall be \$50,000 per year per district, excluding labor and equipment. This cap applies to any turf, causal or priority that the City asks to be amended.

d) Fertilization

- (1) Casual Turf - Contractor shall apply fertilizer four (4) times per year at a rate of one (1) pound of actual nitrogen per 1,000 sq. ft. with Nitro King 22-4-4 during fall-winter and Turf Supreme 16-6-8 during spring-summer months.
- (2) Sport Turf - Contractor shall apply fertilizer eight (8) times per year per the City's Agronomic Plan" (see Attachment 3) using a complete or approved fertilizer. The rate of application shall be one (1) pound of actual nitrogen per 1,000 square feet. The Director may request proof of fertilizer application in the form of empty fertilizer bags.

e) Irrigation-all turf

- (1) Contractor shall ensure irrigation schedules are constantly monitored to provide adequate moisture in the soil for healthy turf, and avoid excess wet conditions.
- (2) Contractor shall not schedule irrigation of sports fields at least 24 hours prior to the mowing process. During cooler periods of the year avoid irrigating 48 hours prior to the mow procedures to ensure a quality cut of the turf.
- (3) Under normal conditions the contractor shall not schedule irrigation on Friday and Saturday nights to avoid wet conditions during weekend usage. Prior approval will be required to irrigate during weekends to coordinate with reservations.
- (4) Turf areas shall be watered as required by weather conditions to provide adequate moisture for optimum growth. At no time shall turf areas show a lack of green color or a loss of resilience due to lack of water. If Contractor estimates additional water above and beyond the monthly Estimated Applied Water (EAW) may be needed, he/she shall request approval from the Park Service's Utility Coordinator prior to exceeding the monthly irrigation budget as detailed in the Monthly Water Conservation Report Estimated Applied Water (EAW) requirements (see Attachment 6). Failure to get approval from the Park Service's Utility Coordinator prior to exceeding the monthly irrigation budget will result in the Contractor to pay for the excess water.
- (5) When an irrigation system does not adequately provide water to the turf area in which it is installed, due to any reason including but not limited to controller failure, valve failure, broken heads, poor system design, etc., the Contractor shall provide supplemental irrigation at no extra cost to the City. The Contractor may use any reasonable means necessary to uniformly irrigate turf areas.

- (6) Should the Contractor not respond to signs of turf stress immediately, the Director, in his sole discretion, may dispatch his own staff to remedy the stress and deduct the cost from the monthly invoice submitted by Contractor.
- (7) Automatic irrigation shall be conducted between the hours of 10:00 p.m. and 4:00 a.m. and shall be programmed not to exceed the EAW. In the event that Contractor's water consumption exceeds the EAW City may deduct said overages from the Contractor's monthly invoice.
- (8) Contractor shall ensure that all staff working on irrigation possess one of the following certifications:
 - a. California Landscape Contractor's Certified Landscape Technician Program
 - b. Fullerton College Certificate of Proficiency in Landscape Irrigation
 - c. UC Riverside Certificate in Landscape Irrigation

f) Weed Control-all turf

The Contractor shall keep all turf, casual and sport/priority turf, free of all turf type weeds, especially Dallis Grass, Goose Grass, Poa Annua, Nettle Grass and broadleaf weeds at all times. The Contractor shall, along with the monthly Pesticide Use report, submit a written schedule for weed abatement in turf specifying the method, day and location where weed abatement will be performed. The Director's Representative will review and approve written schedule taking into consideration the park's use.

- (1) Contractor shall apply approved pre-emergent herbicides to all turf areas in order to control the germination of noxious weeds i.e. Dallis Grass, Goose Grass, Crab Grass, Nutsedge, Plantain, Oxalis, etc.
- (2) Should turf type or broadleaf weeds germinate, the Contractor shall control the weeds immediately upon recognition by way of selective and/or broad-spectrum post emergent herbicides approved by the Director.

g) Replanting-all turf

- (1) Should turf begin to stress for any reason, Contractor shall begin applying supplemental water and shall overseed these turf areas using La Prim XD (spring/summer) or Stover Seed Grand Slam perennial rye (fall/winter) seed at the manufacturer's recommended rate and process.
- (2) Should turf die back to the point where soil is visible, Contractor shall sod these turf areas using Greg Norman 1 hybrid Bermuda.
- (3) The Contractor understands and accepts that at the beginning of the agreement there may be existing turf areas that are thin or bare. The Contractor, by entering into the agreement, shall routinely and at no extra cost to the City, repair thin or bare turf areas by overseeding or

sodding with approved seed or sod until a thick healthy stand of turf is established.

- (4) Contractor also understands and accepts that Santa Ana is a very heavily used park system, including increased foot traffic, athletic play, and other uses.

h) Aeration

The Contractor shall aerate all turf areas, casual and sport/priority turf four (4) times per year in March, June, September, and December. An aerator that will remove soil plugs and deposit the cores on the surface of the turf shall perform aeration. Cores shall be pulled to a depth of 6”.

i) Sport/Priority Turf Renovation

- (1) Once (1) per year during the spring/summer or the fall/winter (as determined by the Director) the Contractor shall renovate sport/priority turf using:
 - (a) spring/summer - LaPrima XD seed at six (6) pounds per 1,000 square feet in bare areas and four (4) pounds per 1,000 square feet where turf exists;
 - (b) fall/winter – Stover Seed Company Grand Slam seed at eight (8) pounds per 1,000 square feet

This shall be accomplished by mowing the existing turf down to ¼” followed by verticutting (straight blades) to remove thatch. Prior to seeding the contractor shall have the irrigation system functioning properly and have a plan to provide supplemental irrigation as necessary to germinate the seed to 100%. The field shall be top dressed prior to seeding to provide a 100% flat playing surface.

- (2) Once per month after the initial seeding process is completed the Contractor shall overseed with at a rate of one (1) pound per 1,000 square feet by mowing the existing turf down to ¾” followed by verticutting (straight blades) to remove thatch.
- (3) The Contractor shall guarantee uniform germination/100% coverage free of non-germinated areas within three (3) months from the time the first application of seed or will sod any thin or bare areas with Pacific Sod Greg Norman 1 Hybrid Bermuda sod or Pacific Sod Greg Norman 1 Hybrid Bermuda Sod that has been “cropped over” with perennial rye grass. Director shall determine sod based on availability/season.

2. Ground Cover Care

a) Edging and Detailing

- (1) Ground cover beds shall be maintained within their intended bounds and edged and/or detailed the first week of every month to keep the beds looking manicured at all times.
- (2) Ground cover shall not encroach into lawns, shrubs, adjacent desirable bare areas, curbs, wall fixtures, furniture, beneath and/or into other plants, etc. All sites shall be cleaned following each edging/detailing, including streets.

b) Mulching of Bare Areas

In all groundcover areas where bare soil is visible or where the groundcover is thin so the soil is visible, the Contractor shall apply Aguinaga Black Forest Floor Mulch or approved equal, ½" thick minimum every other month starting in January during the third week as necessary to maintain uniform and complete coverage. Mulch is to be removed and completely replaced with fresh mulch every July.

c) Fertilization

The Contractor shall fertilize all groundcover areas four (4) times per year in March, June, September, and December at two (2) pounds of actual nitrogen per 1,000 square feet using a slow release fertilizer using All Seasons 25-3-9.

d) Replanting – Premium Plant Material

The Contractor shall plant each year, in any area determined by the Director, 2" plugs of premium plant species at appropriate spacing so as to achieve complete coverage once the plant is 2/3rds mature. The Contractor shall be responsible for the complete removal and replacement of plants lost due to normal attrition or due to Contractor's failure to perform under the terms of this Agreement. City is responsible for cost of replacing plants lost to vandalism; however, Contractor must prove that it was vandalism that killed the plant. See Attachment 7 for plant cap.

e) Replanting – Standard Plant Material

The Contractor shall plant each year, in any area determined by the Director, 64 count flats of standard plant species at a appropriate spacing so as to achieve complete coverage once the plant is 2/3rds mature. The Contractor shall also be responsible for the complete removal and replacement of plants lost due to normal attrition or due to Contractor's failure to perform under the terms of this Agreement. City is responsible for cost of replacing plants lost to vandalism;

however, Contractor must prove that it was vandalism that killed the plant. See Attachment 7 for plant cap.

3. Shrub Care

a) Pruning/trimming

All shrubs growing in the work areas shall be pruned such that the plants remain in a healthy growing condition. Plant growth shall be maintained to prevent overgrowth into passageways, walks, streets, view of signs or in any manner deemed objectionable by the Director. Dead or damaged limbs shall be removed so that no projections or stubs remain. Pruning/trimming shall be done by hand shears or loppers in a manner to permit plants to grow naturally in accordance with their normal growth characteristics. "Box hedging" may be required on some shrubs, as set designated by the Director. Shear hedging or severe pruning/trimming of plants, unless authorized by the Director, is not permitted. Topping of plants whose natural growth stems from the base of the plant is not permitted. Should the Contractor top, shear hedge or severely prune plants and disfigure or damage the plants, the Contractor shall be responsible for replacing those plants with like kind and size as and subject to approval by the Director.

The Contractor may be requested from time to time to raise the bottom of the shrubs for security reasons.

b) Replanting

The Contractor shall plant each year, in any area determined by the Director, 1 gallon standard shrubs at an appropriate spacing so as to achieve complete coverage once the plant is 2/3rds mature. The Contractor shall also be responsible for the complete removal and replacement of plants lost due to normal attrition or due to Contractor's failure to perform under the terms of this Agreement. City is responsible for cost of replacing plants lost to vandalism; however, Contractor must prove that it was vandalism that killed the plant. See Attachment 7 for plant cap.

c) Mulching of Bare Areas

In all shrub areas where bare soil is visible or where the shrub is thin so the soil is visible, the Contractor shall apply Aguinaga Black Forest Floor Mulch or approved equal ½" thick minimum every other month starting in January during the third week as necessary to maintain uniform and complete coverage. Mulch is to be removed and completely replaced with fresh mulch every July.

d) Fertilization

The Contractor shall fertilize all shrub areas four (4) times per year in March, June, September, and December using JTM Nutrients Complete 8-2-4 soil