



**AGREEMENT  
FOR CONTRACT SERVICES FOR  
CITY OF CORONADO**

**ANDRE LANDSCAPE SERVICE, INC.**

**CONTRACT NO. 26-GS-PARK-1100**

THIS AGREEMENT FOR CONTRACT SERVICES (“AGREEMENT”) is made and entered by and between the CITY OF CORONADO, a California municipal corporation, hereinafter referred to as “CITY,” and Andre Landscape Service, Inc. hereinafter referred to as “CONTRACTOR.”

**RECITALS**

The CITY requires the services of an outside independent contractor, with a state license, to provide all labor, materials and supervision required to provide high level landscape maintenance and refuse collection services at City parks, medians, parkways, parklets or other public grounds. These required services are described in detail in ATTACHMENT A: Scope of Services.

On January 15, 2026, the City sent out a notice inviting informal bids for this Agreement in accordance with Chapter 8.06 of the Coronado Municipal Code (“CMC”) and the Public Contract Code. The City received five (5) responsive bids. CONTRACTOR was deemed the most qualified bidder.

On April 21, 2026, the City Council for the CITY approved this AGREEMENT and authorized the City Manager to execute the form of this Agreement.

CONTRACTOR warrants and represents itself as possessing the necessary experience, skills and qualifications to provide the services required by CITY and to ensure that all work is performed in a professional manner and the final product is of a high quality.

CONTRACTOR warrants and represents that it has the necessary staff to deliver the services within the time frame herein specified and is fully qualified to perform those services within the specified time frame in accordance with the highest standards of CONTRACTOR’S profession.

The Director of Public Services & Engineering shall serve as CITY’S “Contract Officer” for this AGREEMENT and has the authority to direct the CONTRACTOR, approve actions, request changes, and approve additional services. Any obligation of the CITY shall be the responsibility of the Contract Officer.

The Parks, Beaches, & Urban Forestry Manager, Public Services & Engineering Department, shall serve as CITY'S "Project Coordinator" for this AGREEMENT.

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CITY and CONTRACTOR (individually "Party" and collectively "Parties") agree as follows:

## **1.0 TERMS OF AGREEMENT**

1.1 This AGREEMENT shall be effective on and from the day, month and year of the execution of this document by the Parties. This AGREEMENT shall be in effect for a term of five (5) years during which time the CONTRACTOR shall commence and complete all of the services required pursuant to this AGREEMENT pursuant to Section 1.3 herein.

1.2 This AGREEMENT is a firm, fixed-price contract for all labor and materials including, but not limited to, all labor, materials and supervision required to provide high level landscape maintenance and refuse collection services at City parks, medians, parkways, parklets or other public grounds. All tasks to be performed are to be completed, or this AGREEMENT is otherwise terminated. Prices shall remain firm upon execution of this AGREEMENT.

1.3 CONTRACTOR shall commence work under this AGREEMENT within the time period specified in Section 1.1. The work shall be completed per the schedule issued or approved by the City beginning from the date of commencement (the "CONTRACT TIME") specified in the Notice to Proceed, as may be modified pursuant to the AGREEMENT. Time is of the essence in the performance of all obligations under this AGREEMENT, and all timing requirements shall be strictly adhered to unless otherwise modified in writing by the CITY. Failure to meet the schedule contained in this AGREEMENT is a default by the CONTRACTOR.

1.4 CONTRACTOR shall, without additional compensation, correct or revise any services performed pursuant to this AGREEMENT that do not meet the specifications and/or professional standards required of the CONTRACTOR.

## **2.0 SCOPE OF SERVICES (ATTACHMENT A)**

2.1 CONTRACTOR shall provide CITY with the services and documents described in ATTACHMENT A, which is attached hereto and incorporated herein by this reference as though fully set forth at length and is hereinafter referred to as the "SERVICES."

2.2 The general manner in which the CONTRACTOR shall render the SERVICES is set forth in ATTACHMENT A. While CITY is, in general, concerned with the manner in which the SERVICES are rendered, under this AGREEMENT, as represented by CONTRACTOR, it is not concerned with, nor shall it direct, the specific means and methods of operations on the part of CONTRACTOR in the performance of its SERVICES under this AGREEMENT. CONTRACTOR shall provide all labor, materials, equipment, tools and services required by and shall perform all work described in this AGREEMENT.

### **3.0 FEE SCHEDULE/GENERAL INFORMATION (ATTACHMENTS B AND E)**

3.1 CONTRACTOR is hired to render the SERVICES and any payments made to CONTRACTOR are compensation, fully, for such services.

3.2 Payment to CONTRACTOR to render the SERVICES is set forth in ATTACHMENT B, which is attached hereto and incorporated herein by this reference as though fully set forth at length.

3.3 CONTRACTOR shall comply with all applicable Federal, State and local laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by CONTRACTOR or any subcontractor hereunder.

3.4 CONTRACTOR acknowledges that this is a public works contract. CONTRACTOR represents and warrants that it is familiar with the requirements of the California Labor Code and agrees to comply at all times with relevant statutes and regulations, including, but not limited to, the fact that CONTRACTOR must pay not less than prevailing wage rates as determined by the Director of Industrial Relations for all work done under this AGREEMENT. State of California prevailing wage rates can be found on the internet at <http://www.dir.ca.gov/DLSR/PWD/Statewide.html>. CONTRACTOR is responsible for determining the correct title for job classifications and determining the appropriate wage rate. CONTRACTOR agrees to perform this AGREEMENT in accordance with ATTACHMENT E and all the obligations set forth therein.

### **4.0 CHANGES TO SCOPE OF WORK**

CONTRACTOR shall not perform work in excess of the SERVICES without the prior written approval of the Contract Officer. All requests for extra work shall be by written change order submitted to the Contract Officer prior to the commencement of such work.

### **5.0 SUBCONTRACTING**

5.1 The name, location of the place of business, and DIR registration numbers of each subcontractor who CONTRACTOR will use to perform work or render service to the CONTRACTOR in performing this AGREEMENT is contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference as though fully set forth at length. No change to or addition of any subcontractor shall be made without the prior written approval of the CITY.

5.2 If CONTRACTOR subcontracts for any of the work to be performed under this AGREEMENT, CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of CONTRACTOR's subcontractors and for the persons either directly or indirectly employed by its subcontractors, as CONTRACTOR is for the acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in this AGREEMENT shall create any contractual relationship between any subcontractor of CONTRACTOR and the CITY. In any

dispute between the CONTRACTOR and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONTRACTOR agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding.

5.3 CONTRACTOR shall bind every subcontractor to all the terms of this AGREEMENT applicable to CONTRACTOR's work unless specifically noted to the contrary in the subcontract in question and approved in writing in advance by the Contract Officer. All contracts entered into between the CONTRACTOR and its subcontractor(s) shall also provide that each subcontractor shall obtain insurance policies that shall be kept in full force and effect during any and all work on this project and for the duration of this AGREEMENT. The CONTRACTOR shall require every subcontractor to obtain all policies described in Section 13 in the same amounts required by the CITY.

## **6.0 ENTIRE AGREEMENT**

6.1 This AGREEMENT and the incorporated attachments set forth the entire understanding of the Parties with respect to the subject matters herein. If there are any inconsistencies between the incorporated attachments and this AGREEMENT, the terms of this AGREEMENT control. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the Parties, their officers, officials, agents, representatives, contractors, subcontractors or employees shall be valid unless agreed to in writing by both Parties.

## **7.0 TERMINATION OF AGREEMENT**

7.1 In the event of CONTRACTOR'S failure to prosecute, deliver, or perform the SERVICES, CITY may terminate this AGREEMENT immediately by notifying CONTRACTOR by certified mail of said termination. Thereupon, CONTRACTOR shall cease work and, within two (2) working days, place all work in progress in a safe and protected condition. The City Manager of CITY shall make a determination of the percentage of work that CONTRACTOR performed that is usable and of worth to CITY. Based upon that finding, CITY shall determine any final payment due to CONTRACTOR.

7.2 This AGREEMENT may be terminated by the CITY, without cause, upon the giving of fifteen (15) days' written notice to the CONTRACTOR. Prior to the fifteenth (15th) day following the giving of the notice, the CONTRACTOR shall assemble the completed work product to date, and put the same in order for proper filing and closing, and deliver said product to the CITY. The CONTRACTOR shall be entitled to just and equitable compensation for any satisfactory work completed. The Contract Officer and CONTRACTOR shall endeavor to agree upon a percentage complete of the contracted work if fees are fixed, or an agreed dollar sum based on services performed if hourly, and terms of payment for services and reimbursable expenses. CONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this AGREEMENT except as set forth herein.

**8.0 LIQUIDATED DAMAGES/FORCE MAJEURE [Reserved]**

**9.0 COVENANT AGAINST CONTINGENT FEES**

9.1 CONTRACTOR represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, to solicit or secure this AGREEMENT, and that CONTRACTOR has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this AGREEMENT. For breach or violation of this representation and warranty, CITY shall have the right to terminate this AGREEMENT without liability or, at CITY'S sole discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**10.0 STATUS OF CONTRACTOR**

10.1 CONTRACTOR shall perform the SERVICES in a manner of CONTRACTOR'S own choice, as an independent CONTRACTOR and in pursuit of CONTRACTOR'S independent calling, and not as an employee of CITY. CONTRACTOR shall be under control of CITY only as to the result to be accomplished and the personnel assigned to the project. However, CONTRACTOR shall confer with CITY prior to implementing any changes proposed to the SERVICES. Neither CONTRACTOR nor CONTRACTOR'S employees shall be entitled in any manner to any employment benefits, including but not limited to, employer paid payroll taxes, Social Security, retirement benefits, health benefits, or any other benefits, as a result of this AGREEMENT. It is the intent of the Parties that neither CONTRACTOR nor its employees are to be considered employees of CITY, whether "common law" or otherwise, and CONTRACTOR shall indemnify, defend and hold CITY harmless from any such obligations on the part of its officers, employees, representatives and agents.

**11.0 ASSIGNMENT OF CONTRACT**

11.1 This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR's duties be delegated or sub-contracted, without the express written consent of the CITY.

**12.0 INDEMNITY – HOLD HARMLESS**

12.1 To the fullest extent permitted by law, CONTRACTOR agrees that CITY and its elected and appointed boards, officials, officers, agents, employees, representatives and volunteers (individually and collectively, "CITY Indemnitees") shall have no liability to CONTRACTOR or any other person for, and CONTRACTOR shall indemnify, defend and hold harmless CITY Indemnitees from and against, any and all liabilities, claims, demands, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses, including reasonable attorneys' fees and disbursements, (collectively "Claims") that arise out of, pertain to, or relate to this AGREEMENT or any act or omission of CONTRACTOR or its officers, directors, representatives, employees, agents or subcontractors (collectively "CONTRACTOR'S

PERSONNEL”) in connection with this AGREEMENT, including, but not limited to, performance of or failure to perform the SERVICES.

12.2 CONTRACTOR’s obligation herein does not extend to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected and appointed boards, officials, officers, agents, employees, representatives or volunteers.

12.3 CONTRACTOR shall provide a defense (with counsel acceptable to CITY) to the CITY’s Indemnitees, or at the CITY’s sole option, reimburse the CITY’s Indemnitees for all costs, attorneys’ fees, expenses and liabilities (including judgment or portion thereof) incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the CITY pursuant to this AGREEMENT.

12.4 **PERS Eligibility Indemnification.** In the event that any of CONTRACTOR’s PERSONNEL is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend (with counsel acceptable to CITY), and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of CONTRACTOR’s PERSONNEL as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR’s PERSONNEL providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

12.5 **Limitation of CITY Liability.** The payment made to CONTRACTOR pursuant to this contract shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR’s PERSONNEL are entitled for performance of any work under this contract. Neither CONTRACTOR nor CONTRACTOR’s PERSONNEL are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the CITY. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers’ compensation insurance on behalf of CONTRACTOR.

12.6 **Indemnification for Employee Payments.** CONTRACTOR agrees to defend (with counsel acceptable to CITY), and indemnify and hold harmless the CITY for and against any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers’ compensation payment which the CITY may be required to make on behalf of CONTRACTOR or CONTRACTOR’s PERSONNEL for work done under this AGREEMENT.

12.7 The provisions of this Section 12 shall not be limited by any provision of insurance coverage that the CONTRACTOR may have in effect, or may be required to obtain and maintain, during the term of this AGREEMENT. The provisions of this Section 12 shall survive expiration or termination of this AGREEMENT.

12.8 City shall timely notify the CONTRACTOR of the receipt of any third-party claim, relating to the AGREEMENT, and the City shall be entitled to recover its reasonable costs incurred in providing the notification.

### **12.9 Responsibility For Equipment.**

Notwithstanding anything in this AGREEMENT to the contrary, CITY shall not be responsible nor held liable for any damage whatsoever, including, but not limited to persons or property, resulting from or arising out of the use, misuse or failure of any equipment used by CONTRACTOR or any of its agents, employees or subcontractors, even if such equipment has been furnished, rented or loaned to CONTRACTOR by CITY. Any and all equipment furnished, rented or loaned to CONTRACTOR by CITY is provided on an "as is" basis. CITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS EQUIPMENT, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The acceptance or use of any CITY equipment by CONTRACTOR or its agents, employees, or subcontractors shall be with all faults and shall be construed to mean that CONTRACTOR accepts full responsibility for and agrees to defend, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse or failure of such equipment. CONTRACTOR HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE CITY FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS RELATING TO ANY CITY EQUIPMENT.

### **13.0 INSURANCE**

13.1 CONTRACTOR shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the SERVICES and the results of that work by CONTRACTOR'S PERSONNEL. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.

13.2 CONTRACTOR shall obtain, and during the term of this AGREEMENT shall maintain, policies of general liability, automobile liability, contractual liability and property damage insurance from an insurance company or companies authorized to be in business in the State of California, in an insurable amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate or the limits specified below, whichever are greater. The insurance policies shall provide that the policies shall remain in full force during the full term of this AGREEMENT and shall not be canceled, terminated, or allowed to expire or not be renewed without thirty (30) days prior written notice to CITY from the insurance company, and

shall contain a blanket waiver of subrogation. Statements that the carrier “will endeavor” and “failure to mail such notice shall impose no obligation or liability upon the company, its agents or representatives,” will not be acceptable on insurance certificates. Maintenance of specified insurance coverage is a material element of this AGREEMENT.

**13.3 Types and Amounts Required.** CONTRACTOR shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

**13.3.1 Commercial General Liability (CGL).** CONTRACTOR shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad as CG 00 01 which shall cover liability arising from any and all personal injury or property damage, including ongoing and completed operations, in the amount no less than \$2,000,000.00 per occurrence and subject to an annual aggregate of \$4,000,000.00. If limits apply separately to this project (CG 25 03 or 25 04) the general aggregate limit shall not apply. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy. If CONTRACTOR maintains higher limits than the limits shown above, the CITY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY. Any excess or umbrella policies being used to meet the required limits of insurance will be evaluated separately and must meet the same qualifications as the CONTRACTOR’s primary policy.

**13.3.2 Commercial Automobile Liability.** CONTRACTOR shall maintain Commercial Automobile Liability Insurance for all of the CONTRACTOR's automobiles, including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of no less than \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

**13.3.3 Workers' Compensation.** CONTRACTOR shall maintain Worker’s Compensation insurance for all of CONTRACTOR's PERSONNEL who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONTRACTOR shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

**13.4** The CITY and its officers, officials, employees, agents, representatives and volunteers shall be named as additional insureds on the required liability policies with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001), which shall be submitted to the CITY.

13.5 All policies shall contain a provision stating that the CONTRACTOR'S policies are primary insurance and that insurance (including self-retention) of the CITY or any named insured shall not be called upon to contribute to any loss, as reflected in an endorsement at least as broad as CG 20 01 04 13, which shall be submitted to the CITY. This provision shall apply regardless of any language of the policy maintained by the CONTRACTOR during the term of this AGREEMENT.

13.6 Before CONTRACTOR shall employ any person or persons in the performance of the AGREEMENT, CONTRACTOR shall procure a policy of Workers' Compensation Insurance as required by the Labor Code of the State of California or shall obtain a certificate of self-insurance from the Department of Industrial Relations.

13.7 Prior to commencement of work under this AGREEMENT, CONTRACTOR shall furnish to the Contract Officer proof of the insurance required in this section. Failure by the Contract Officer to object to the contents of the certificate and/or policy endorsement or the absence of same shall not be deemed a waiver of any and all rights held by the CITY. Failure on the part of CONTRACTOR to procure or maintain in full force the required insurance shall constitute a material breach of contract under which the CITY may exercise any rights it has in law or equity including, but not limited to, terminating this AGREEMENT pursuant to Paragraph 7.1 above.

13.8 The CITY reserves the right to review the insurance requirements of this section during the effective period of the AGREEMENT and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon economic conditions, recommendation of professional insurance advisors, changes in statutory law, court decisions or other relevant factors. The CONTRACTOR agrees to make any reasonable request for the deletion, revision, or modification of particular insurance policy terms, conditions, limitations, or exclusions (except where those policy provisions are established by law, or are established by regulations that are binding upon either party to the contract, or are binding upon the underwriter to the contract). Upon request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages and shall pay the cost thereof.

13.9 Any deductibles or self-insured retentions are the responsibility of CONTRACTOR and must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

13.10 CONTRACTOR hereby grants to CITY a waiver of any right to subrogation that any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has requested or received a waiver of subrogation endorsement from the insurer.

## **14.0 DISPUTES**

14.1 If a dispute should arise regarding the performance of this AGREEMENT, the following procedures shall be used to address the dispute:

- a. If the dispute is not resolved informally, then, within five (5) working days thereafter, the CONTRACTOR shall prepare a written position statement containing the

party's full position and a recommended method of resolution and shall deliver the position statement to the Contract Officer.

b. Within ten working (10) days of receipt of the position statement, the Contract Officer shall prepare a response statement containing the CITY's full position and a recommended method of resolution and shall deliver the response statement to the CONTRACTOR.

c. After the exchange of statements, if the dispute is not resolved within ten working (10) days, the CONTRACTOR and the Contract Officer shall deliver the statements to the City Manager who shall make a determination within ten working (10) days.

14.2 If the dispute remains unresolved for ten working (10) days following the City Manager's determination, and the parties have exhausted the procedures of this section, the parties may then seek resolution by mediation or such other remedies available to them by law or in equity.

## **15.0 NOTICES**

15.1 Any notices to be given under this AGREEMENT, or otherwise, shall be served by certified mail.

15.2 For the purposes hereof, unless otherwise provided in writing by the Parties hereto, the address of the Parties and the proper person to receive any notice on each Party's behalf is:

For CITY:

Parks/Beaches/Urban Forestry Manager  
Public Services & Engineering Department  
City of Coronado  
101 B Avenue  
Coronado, CA 92118

For CONTRACTOR:

Jeff Janczylik  
Branch Manager  
Andre Landscape Service, Inc.  
PO Box 1333  
Azusa, CA 91702

15.3 CONTRACTOR represents and warrants that its employer's identification number is 95-4722204, its state contractor's license number is 724002, and its Department of Industrial Relations number is 100042174.

## **16.0 CONTRACTOR'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986**

16.1 CONTRACTOR certifies that CONTRACTOR is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants before they perform any SERVICES under this AGREEMENT.

## **17.0 GENERAL PROVISIONS**

17.1 **Accounting Records.** CONTRACTOR shall keep records of the direct reimbursable expenses pertaining to the SERVICES and the records of all accounts between the CONTRACTOR and any subcontractors. CONTRACTOR shall keep such records on a generally recognized accounting basis. These records shall be made available to the Contract Officer, or the Contract Officer's authorized representative, at mutually convenient times, for a period of three (3) years from the completion of the SERVICES.

17.2 **Contract Officer.** The Director of Public Services & Engineering shall serve as the CITY's "Contract Officer" for this AGREEMENT and has the authority to direct the CONTRACTOR, approve actions, request changes, and approve additional services within her/his authority. Any obligation of the CITY shall be the responsibility of the Contract Officer. Excepting the provisions pertaining to dispute resolution, no other person shall have any authority under this AGREEMENT unless specifically delegated in writing.

17.3 **Governing Law.** This AGREEMENT and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this AGREEMENT shall be held exclusively in a state court in the County of San Diego. CONTRACTOR hereby irrevocably consents to service outside the State of California and to the personal jurisdiction of and exclusive venue in the state and federal courts in the County of San Diego, California and waives any objection to such jurisdiction or venue. CONTRACTOR hereby waives the right to remove any action from San Diego County as is otherwise permitted by California Code of Civil Procedure Section 394.

17.4 **Business Certificate.** CONTRACTOR and its subcontractors, if any, are required to obtain and maintain a City Business Certificate during the duration of this AGREEMENT.

17.5 **Compliance with Law.** The CONTRACTOR shall be responsible for complying and ensuring its subcontractors comply with all local, state, and federal laws, rules, regulations, orders, policies, protocols and guidance, whether or not said laws are expressly stated or referred to herein, including, but not limited to complying with COVID-19 sanitation protocols, health orders and guidance.

17.6 **Bonds.** [Reserved]

17.7 **Responsibility for Others.** CONTRACTOR shall be responsible to the CITY for its services and the services of its subcontractors. CONTRACTOR shall not be responsible for the

acts or omissions of other parties engaged by the CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

**17.8 Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision that is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

**17.9 Conflicts between Terms.** If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Attachments, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT and shall cooperate in good faith to resolve the same.

**17.10 Non-Discrimination.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

**17.11 Rights Cumulative.** All rights, options, and remedies of the CITY contained in this AGREEMENT shall be construed and held to be cumulative, and no one of the same shall be exclusive of any other, and the CITY shall have the right to pursue any one of all of such remedies or any other remedy or relief that may be provided by law or in equity, whether or not stated in this AGREEMENT.

**17.12 Waiver.** No waiver by either Party of a breach by the other Party of any of the terms, covenants, or conditions of this AGREEMENT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of either Party hereunder shall be implied from any omission

by the other Party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver.

17.13 **Third Parties.** No provision contained in the AGREEMENT shall create or give to third parties any claim or right of action against the CITY or CONTRACTOR or their respective officers, directors, officials, employees, representatives, contractors, subcontractors or agents.

17.14 **Survival.** The provisions of the AGREEMENT that by their nature survive termination or final completion of the AGREEMENT, including all warranties, indemnities, payment obligations, and the CITY's right to audit CONTRACTOR's books and records, shall remain in full force and effect after final completion or any termination of the AGREEMENT.

17.15 **Severability.** In the event that any part of this AGREEMENT is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either Party will be excused from performance of such portion or portions of this AGREEMENT as shall be found to be illegal or unenforceable without affecting the remaining provisions of this AGREEMENT.

17.16 **Exhibits Incorporated.** All Attachments/Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

[SIGNATURES CONTINUED ON NEXT PAGE]

**18. SIGNATURES**

18.1 Each signatory and Party hereto hereby warrants and represents to the other Party that it has legal authority and capacity and direction from its principal to enter into this AGREEMENT, and that all resolutions or other actions have been taken so as to enable it to enter into this AGREEMENT.

**CITY:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Tina Friend  
City Manager

By: \_\_\_\_\_  
Jeremy Andre  
President, CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVAL AS TO CONTENT:**

\_\_\_\_\_  
Leon P. Firsht  
Director of Public Services & Engineering

\_\_\_\_\_  
Date

**APPROVAL AS TO FORM:**

\_\_\_\_\_  
Johanna N. Canlas, City Attorney

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Kelsea Holian, MMC, City Clerk

\_\_\_\_\_  
Date

**I. REQUIRED CERTIFICATES:**

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

**II. ATTACHMENTS**

1. SCOPE OF SERVICES (**ATTACHMENT A**)  
Exhibit I – Site Maps
2. FEE SCHEDULE/GENERAL INFORMATION (**ATTACHMENT B**);
3. LIST OF SUBCONTRACTORS (**ATTACHMENT C**);
4. CERTIFICATION that CONTRACTOR has read, understands and will comply with, "A Pollution Prevention Guide for the Construction Community" Web Address Provided (**ATTACHMENT D**);
5. STATE PREVAILING WAGE (**ATTACHMENT E**)
6. COMPOST AND MULCH PROCUREMENT REQUIREMNT CERTIFICATION (**ATTACHMENT F**)

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS'  
COMPENSATION**

Section 3700 of the California Labor Code provides in part as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

A. By being insured against liability to pay compensation to one or more insurers duly authorized to write compensation insurance in this state.

B. By securing from the Director of Industrial Relations a certificate of consent to self-insure ... which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his other employees...."

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

Contractor Name: Andre Landscape Service, Inc.

Signature: \_\_\_\_\_

Name: Jeremy Andre

Title: President, CEO

Contractor Address: PO Box 1333

Azusa, CA 91702

**NOTE:** In accordance with Article 5, commencing at Section 1860, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this AGREEMENT.

## ATTACHMENT A

### SCOPE OF SERVICES

#### I. GENERAL TERMS & CONDITIONS:

CONTRACTOR shall provide all labor, materials and supervision required to provide all labor, materials and supervision required to provide high level landscape maintenance and refuse collection services at City parks, medians, parkways, parklets or other public grounds. As further described below, CONTRACTOR shall provide to the Project Coordinator a written schedule of work to be done. CONTRACTOR is to coordinate the work with the Project Coordinator as to not interfere with City activities or special events. CONTRACTOR shall perform all necessary pedestrian and traffic control.

CONTRACTOR shall carefully examine the work site. The execution of this AGREEMENT by the CONTRACTOR shall be considered evidence that the CONTRACTOR has investigated, and is satisfied as to, the conditions to be encountered, the character and quality of the work to be performed and materials to be furnished, and the requirements of all documents referred to in this AGREEMENT.

CONTRACTOR shall maintain compliance with the City of Coronado Municipal Code, Title 61, regarding storm water run-off system discharge regulations and requirements, California Regional Water Quality Control Board, San Diego Region Order No. R9-2013-0001 and National Pollutant Discharge Elimination System (NPDES) No. CAS0109266, as well as the Best Management Practices (BMPs) referred to in the CITY'S Jurisdictional Runoff Management Plan (JRMP), Section 7, Industrial and Commercial, subsection 7.3.3, Updated BMP Requirements. Examples of such BMPs are described in the flyer "Clean Coastlines, City of Coronado, a Pollution Prevention Guide for the Construction Community." This document may be read and/or downloaded from the City's website at:

<https://www.coronado.ca.us/pollutionpreventionguidelines>

Violations of any of the requirements may lead to a civil penalty up to \$10,000 per day, per violation and is considered a breach of the AGREEMENT.

CONTRACTOR performance shall present a professional image and a high standard of quality and technical competence at all times. Total responsibility for this is placed upon CONTRACTOR. If a conflict occurs between "Best Management Practice" and the specification, "Best Management Practice" shall prevail and the CITY shall be notified of any necessary changes to the specified operations/materials.

## **II. CONTRACT DOCUMENTS**

- A. Site Maps:** See attached Exhibit I.

## **III. PERFORMANCE SPECIFICATIONS**

### **GENERAL SPECIFICATIONS:**

These specifications are intended to cover all labor, materials and supervision to provide all labor, materials and supervision required to provide high level landscape maintenance and refuse collection services at City parks, medians, parkways, parklets or other public grounds. Work or materials of a minor nature that may not be specifically mentioned, but that may be reasonably assumed as necessary for the completion of this work shall be performed by CONTRACTOR as if described in the specifications.

### **CONTRACTOR SHALL:**

Within three (3) work days after the effective date of the AGREEMENT, prepare and submit a schedule to the Project Coordinator, showing specific day/date/time of work. Schedule is subject to preapproval by the Project Coordinator.

Notify the Project Coordinator prior to the scheduled day/date/time of changes for an alternate start date. Failure to meet schedule shall be deemed grounds for non-payment and/or contract termination.

- A. The intent of this Agreement is to secure a contractor(s) who shall provide comprehensive premier and standard landscape maintenance and refuse collection at various locations throughout the City of Coronado. The locations for ‘premier’ services are listed in Attachment B and maps of the service location by type can found in Exhibit I. Premier areas are high visibility locations that are essential in defining the City of Coronado’s character as a World-Class tourist destination. The landscaping/grounds maintenance in these areas must be performed at a level clearly above ‘best practices for municipal public green spaces.
- B. The Contractor shall furnish all labor, tools, materials, and equipment to provide the landscape maintenance, repairs and refuse collection as set forth in this Agreement.
- C. The Contractor shall examine carefully the sites of work. The execution of this agreement by the contractor shall be considered evidence that the contractor has investigated and is satisfied as to the conditions to be encountered as the character and quality of the work to be performed and materials to be furnished, and as to the requirements of all documents referred to in this agreement.
- D. Contractor shall maintain compliance with the City of Coronado Municipal Code, Title 61, regarding storm water run-off system discharge regulations and requirements,

California Regional Water Quality Control Board, San Diego Region Order No. R9-2007-0001 and National Pollutant Discharge Elimination System (NPDES) No. CAS0108758, as well as the Best Management Practices (BMPs) referred to in the CITY'S Jurisdictional Urban Runoff Management Plan (JURMP), Section 7, Industrial and Commercial, subsection 7.3.3, Updated BMP Requirements. Examples of such BMPs are described in the flyer "Clean Coastlines, City of Coronado, A Pollution Prevention Guide for the Landscaping Industry." This document may be read and/or downloaded from the City's website at:

<https://www.coronado.ca.us/315/Pollution-Prevention-Guidelines>

- E. All Work shall be done in a professional, a high standard of quality and technical competence, thorough and workman like manner to the satisfaction of the Director, Parks/Beach Manager, or authorized agent, and comply with all legal construction, landscape maintenance and refuse collection practices. The premises shall be maintained at the level of service provided for in these specifications at all times. If conflict occurs between "Best Management Practice" and the specification, "Best Management Practice" shall prevail and the City notified of any necessary changes to the specified operations/materials.
  
- F. The Contractor shall have the duty to provide complete landscape maintenance and refuse collection of all the project areas, including, but not limited to, the following:
  - i. Fertilize, under-trim trees and shape shrubs
  - ii. Fertilize and trim ground cover areas
  - iii. Fertilize, mow and edge turf grass areas
  - iv. Renovate and over seed non-cool season turf grass areas
  - v. Consistently maintain the project areas with horticulturally acceptable growth and color
  - vi. Consistently maintain the project areas to be devoid of weeds
  - vii. Consistently maintain the project areas to be devoid of weeds five (5) feet out into the curb, gutter and street and edge of landscape area
  - viii. Consistently maintain the project areas to be devoid of diseases, rodents and pests
  - ix. Consistently maintain the project areas to be devoid of litter
  - x. Consistently maintain the project areas to be devoid of safety hazards
  - xi. Consistently maintain the project areas to be devoid of unsafe walkways
  - xii. Consistently maintain the project areas to be devoid of blocked drainage systems
  - xiii. Consistently maintain the project areas to be devoid of malfunctioning irrigation systems
  - xiv. Consistently maintain the project areas to be devoid of graffiti and paper like signs
  - xv. Program, monitor, adjust and maintain all irrigation system clocks, radio communication and telephone lines
  - xvi. Consistently maintain all sports fields indicated in the contract.

- xvii. Consistently maintain all sandboxes in the parks. There are a total of two sandboxes, one each, at Spreckels and Mathewson Park. Sandboxes are to be leveled and sifted on a weekly basis and twice per week, at least three days apart, during the months of May through September.
- xviii. Perform extra work as directed and approved.

1. WORK SITES

- A. Work sites may include medians, parkways, parks, slopes, greenbelt area, fuel modification areas, detention basins or natural areas.
- B. An identification of the areas to be maintained is provided in Attachment B.
- C. Inventories supplied with this bid package are only approximate and may contain errors. It is the responsibility of the Contractor to accurately measure the individual project areas and to come to a final square footage summary for exact bidding costs.
- D. The City reserves the right to make additions or deletions under this contract with written notice to the Contractor. The monthly compensation shall be adjusted by the monthly unit cost per square foot if any charges result in an increase or reduction in square footage maintained.
- E. The City reserves the right to make additions or deletions under this contract. Compensation shall be based on per unit cost of work completed.

2. VANDALISM/THEFT/DAMAGE

Contractor shall be responsible for reporting all damage, vandalism and theft of any existing landscaped areas or material which are maintained under this contract. The repairs shall be made within 24 hours of receiving a notice to proceed by email or fax transmission. At no time shall damage by unknown sources remain unreported for a period exceeding 48-72 hours. Additional compensation will be provided only with a signed written authorization for costs that are directly related to the theft and/or vandalism.

3. CONTRACTOR RESPONSIBILITIES

- A. Irrigation damage shall be repaired or replaced within the following time limits:
  - i. Irrigation entities such as, but not limited to, risers, heads, backflow device and valves that are damaged during regular routine maintenance and become nonfunctional or non-efficient shall be replaced immediately.
  - ii. Mainline irrigation breaks shall be repaired within 24 hours of being notified.
  - iii. All other irrigation repair and/or replacement shall be completed within 24 hours of being notified.
- B. All damages to turf grass, groundcover, shrubs or trees shall, be repaired or replaced within seven (7) days of being notified. Damage to turf shall be repaired by replacement with the appropriate variety of sod; reseeding shall not be considered as an adequate repair. Damage to ground cover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the Director, or

authorized agent. Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the Director, or authorized agent, the damage is severe, the shrub shall be removed and replaced with a similar variety and size.

- C. Damage to trees shall be repaired in the following manner:
  - i. Minor damage, such as bark lost from mechanical equipment shall be remedied by a certified Arborist.
  - ii. If the damage results in the loss of the tree, or, if in the opinion of the Director, or his authorized agent, the damage is severe, the damaged tree shall be removed and replaced with a similar variety and size.
  - iii. All damage resulting from chemical application and/or operation, either by spray-drift, improper application, lateral leaching, or other means shall be corrected in accordance with the previous provisions and the soil conditioned to ensure its ability to support plant life.
  - iv. All work shall be inspected, verified, and completed to the satisfaction of the Director, or authorized agent.

#### 4. THIRD-PARTY INSPECTION / QUALITY ASSURANCE

- A. The Contractor shall be required to hire a third-party inspector for the duration of service of the contract with the City of Coronado. The purpose of the third-party inspector is to ensure the maximum quality and service is provided for the benefit of the residents, businesses and guests of the City. On a daily basis the Inspector(s) conducts scheduled reviews of the maintenance work and address any deficiencies which are then recorded in the Inspection Form (Daily Report). At the end of each day's review, the Inspector(s) will e-mail and provide hard copies of the Inspection Forms listing all items/deficiencies needing repair to the Contractor with an agreed timeframe for correction. The Daily Reports are official documents required by the contract, and shall be made available upon request to City officials, including, but not limited to: Parks Manager and Parks Lead Maintenance Worker. As part of the procedures, the Inspector(s) will schedule a follow-up to ensure the work has been corrected. Near the end of the month, the Inspector(s) will review the monthly maintenance for compliance prior to approving payment of the contractor's invoice(s). The ultimate goal is to ensure that the contractor has complied with all of the landscape maintenance in accordance with the agreement each month. If the City substantiates that the third-party inspector is not meeting the terms of the Agreement, such as: insufficient inspections or failure to identify service areas of non-compliance, notification will be provided to the Contractor to Cure the deficiencies. If further poor performance of the third-party inspector is substantiated after the issuance of a Cure Notice, the City will demand the Contractor replace the third-party inspector. A qualified replacement must be proposed to the Parks Manager within ten (10) working days of notice to replace. Upon approval by the City, the replacement third-party inspector must be onsite, performing duties within five (5) working days.
- B. The City and an appointed representative of the Contractor shall conduct a weekly walkthrough to inspect each individual work area. The weekly meeting time and day will be designated by City authorized personnel. This inspection is to ensure adequacy

of maintenance, methods of performing the work are in compliance with the contract and allow all deficiencies to be corrected prior to invoice submission and payment. However, this shall not be construed to relieve the Contractor of the duty to provide continuous inspection of individual work areas. Discrepancies and deficiencies in the Contractor's work shall be brought to the attention of the Contractor and corrected in the manner prior to invoicing and payment.

#### 5. CONTRACTOR STAFFING REQUIREMENTS

- A. The Contractor shall provide a work schedule and shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the Director, or authorized agent, all work required under this contract during the prescribed hours. Changes to work schedule should have two weeks advance notice to reschedule. Staffing shall be adequate enough to complete the maintenance/construction required in each area. Payment will be based upon completed, acceptable work. Incomplete or unacceptable work will result in a delay or reduction of billing payment.
- B. The Contractor shall have competent supervisors on the job at all times when work is being performed who are capable of communicating effectively both in written and oral English, and discuss matters pertaining to this contract. Supervisors must be able to demonstrate to the satisfaction of the Director, or authorized agent, that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director, or authorized agent. Any order or communication given to the supervisor shall be deemed as delivered to the Contractor.
- C. The contractor shall provide the minimum staffing requirements for the sites awarded to them. Any reduction in staff assigned to the contract areas will result in a deduction of \$200.00 per person for each day there is non-compliance, in the event of the contractors staff being absent for personal reasons you will be required to fill in the vacancy created to conform with the minimum staffing requirements.
- D. The Contractor, and their employees, shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. The Director, or authorized agent, may require a Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City.
- E. The Contractor shall require each of his employees to wear basic public works working attire. This includes proper shoes, and other gear required by State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times; safety vests are required when indicated by the Work Area Traffic Control Handbook, the Director, or authorized agent.

- F. The Contractor shall establish an identification system for personnel assigned to the construction site, which clearly indicates to the public the name of the Contractor and individual responsible for the construction work. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and name badges.
- G. During inclement weather, (rain, wind etc.) the contractor shall be required to provide a minimum of half of their staff to perform work per the City's direction.

6. LOCAL OFFICE

- A. The Contractor shall maintain an office with a telephone and provide at all times the following:
  - i. A responsible person(s), employed by the Contractor, which shall have the ability to take necessary action regarding all inquiries and/or complaints received from the Director, or authorized agent.
  - ii. This person(s) shall be accessible twenty-four (24) hours per day and seven (7) days per week.
  - iii. An answering service shall be considered an acceptable substitute to full-time coverage, outside of prescribed working hours, provided the Contractor is notified of any communication within one (1) hours after receipt of said communication.
- B. During normal working hours, the Contractor's supervisors, who are responsible for providing contractual services, shall be available for notification through pager, radio or cellular telephone communication.

7. STORAGE FACILITIES

The City shall not provide any storage facilities for the Contractor.

8. SIGNS

Contractor shall not post signs or advertising matter upon the areas under maintenance or improvements thereon, unless prior written approval is obtained from the Director, or authorized agent. Contractor shall, at all times, remove all unauthorized signs and advertising matter such as, but not limited to, garage sale signs, yard sale signs, campaign signs and personal business signs in the area under maintenance.

9. LOCK AND KEYS

- A. Where City locks and keys are required as part of this contract, the Contractor shall:
  - i. Not duplicate any coded City key furnished by the City.
  - ii. Surrender all keys furnished by the City promptly at the end of the contract period, or at any time-deemed necessary by the City Director, or authorized agent, to prevent loss to the City.
  - iii. Protect the security of the City property by keeping controller cabinets and enclosure doors locked at all times.
  - iv. Contact the City immediately if a security lock is non-functional and needs repaired.

- v. Refrain from using premises behind locked doors for storage of materials, supplies or tools except as approved by the Director, or authorized agent.

#### 10. UTILITIES

The City shall pay for the maintenance-related water and electrical utilities. Water usage shall not exceed the amount required to comply with schedules established by the Contractor and approved by the Director, or authorized agent. The Contractor shall be charged for all excessive utility usage due to the contractor's failure to monitor irrigation system malfunctions or unauthorized increases in water usage. The excess cost will be determined by comparing the current utility usage with historical usage for the same period over the past few years. The excess cost factor shall be deducted from payments to the Contractors. However, the Contractor will be allowed five (5) working days, upon receiving notice, to explain in written documentation the cause of the increase in utility usage in question.

#### 11. NON-INTERFERENCE

The Contractor shall not interfere with the public use of the premises, and shall conduct their operations so as to offer the least possible obstruction and inconvenience to the public, nor disrupt the peace and quiet of the area within which the services are performed.

#### 12. PARKING

- A. The Contractor shall park his vehicles and equipment within designated parking areas or in such a location to insure normal vehicular traffic.
- B. The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access or vehicular right-of-way except as required to comply with all safety standards of OSHA or CAL-OSHA.

#### 13. REFUSE AND LITTER COLLECTION

All trash, recycle and dog waste receptacles in all areas of the work sites shall be changed out with new receptacle bags at least once per day and in additional intervals as needed. The contractor shall provide the trash and recycle receptacle bags, as well as the dog waste station bags at their cost. The receptacle bags should be a thickness of no less than 1.0 Mil and be approved by the City for use. The dog waste station bags shall also be provided by the contractor and be a variety approved by the City. Also, all areas of the work sites shall be kept free of, but not limited to, the following litter items: bottles, glass, cans, paper, cardboard, metallic items, dead plants/branches, feces and other such debris.

All trash, recycle and dog waste receptacle refuse and litter shall be addressed and removed from each work area on a daily basis by 10:00 A.M. each morning, seven (7) days a week.

The Contractor shall promptly remove from the work area, all debris generated by their performance and dispose of the debris in a legal manner.

The contractor shall be required to provide trash, recycle and dog waste abatement for all the areas listed in Attachment B.

14. USE OF CHEMICALS

- A. The Contractor shall submit a list of all chemical herbicides, pesticides, and rodenticides proposed for use under this contract for approval by the Director, or authorized agent with the signed contract. Materials included on this list shall be limited to chemicals approved by the State of California Department of Food and Agriculture, and shall include the exact brand name and generic formulation. The use of any chemical on the list shall be based on the recommendations of a California State Licensed Pest Control Advisor where required by law.
- B. The use of chemicals shall conform to the current San Diego County Agriculture Commissioner regulations. No chemical herbicide, rodenticide or pesticide shall be applied until its use is approved, in writing, by the Director, or authorized agent as appropriate for the purpose and area proposed.
- C. The Contractor shall submit to the Director, or authorized agent, with the signed contract, the chemical application program they intend to implement within specified landscape maintenance areas. The chemical application program will include a quarterly application of pre- and post-emergent herbicides to completely cover all bare ground areas within the landscape development to control weed growth. In between each quarterly application, a weekly landscape program of post-emergent applications will be carried out to keep undesirable vegetation from growing. A dye indicator shall be used with all spray applications.
- D. A list of acceptable herbicides:

<b>Turf Indicator</b>	<b>Post-Emergents</b>	<b>Growth Regulators</b>	<b>Pre-Emergent</b>
Blazon	Reward	Atrimmec	Surflan A S
	SedgeHammer		
	Ranger PRO		
	SpeedZone SOUTHERN		

15. DISEASE AND PEST CONTROL

- A. The Contractor shall inspect all landscaped areas for the presence of disease, snail, insect or rodent infestation on a weekly basis. The Contractor shall report any applied treatments with their next monthly billing. The Contractor shall identify the disease, snail, insect or rodent and specify control measures to be taken. The Contractor shall implement control measures, exercising extreme caution in the application of all spray materials, dust or other materials utilized. Approved control measures shall be continued until the disease, snail, insect or rodent is controlled to the satisfaction of the Director, or authorized agent. The Contractor shall utilize all safeguards necessary

during disease, snail, insect or rodent control operations to ensure safety of the public and the employees of the Contractor.

- B. The Contractor shall perform, at their sole expense, the following services:
- i. All work involving the use of chemicals will be accomplished by a State of California licensed pest control operator. A written recommendation by a person possessing a valid California Pest Control Advisor License is required prior to chemical application where required by law.
  - ii. All chemicals requiring a special permit for the use must be registered by the Contractor with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Director, or authorized agent, prior to use.
  - iii. A copy of all forms submitted to the County Agricultural Commissioner shall be given to the Director, or authorized agent, on a monthly basis.
  - iv. All regulations and safety precautions listed in the Pesticide Information and Safety Manual published by the University of California will be adhered to.
  - v. Contractor shall have on the work site at all times, a Material Safety Data Sheets. Sheet for each chemical that is being applied that day.

#### 16. WEED CONTROL

For the purpose of these specifications, a weed will be considered as "any undesirable or misplaced plant". All areas within the specified maintenance area, including but not limited to, turf grass, shrub and ground cover areas, planters, tree wells, and landscape areas shall be kept free of weeds at all times. Weed removal shall consist of complete removal of all weeds, including top growth and roots, as the weeds appear. Weed control shall be performed weekly. All areas are to be weed free. Weeds shall be controlled either by hand, mechanical or chemical methods; however, the Director, or authorized agent, may restrict the use of chemical weed control in certain areas. Any weeds over twelve inches (12") tall shall be knocked down by mechanical means first and then sprayed immediately with a post-emergent herbicide.

#### 17. METHOD OF IRRIGATION

Irrigation shall be done by the use of a Calsense System, local automated systems or manual sprinkler systems where available and operable. Contractor shall be required to monitor the computer system daily. However, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site. All areas receiving marginal coverage shall be irrigated by a portable irrigation method. The Contractor shall furnish all hoses, nozzles, sprinklers, etc., necessary to accomplish this supplemental irrigation.

#### 18. IRRIGATION INSPECTION

The Contractor shall initially inspect and familiarize themselves with the entire irrigation system at all work sites and identify all needed repairs. Required repairs shall be submitted to the Director, or authorized agent, in a written statement within one (1) week after the start date of the Maintenance Contract. If a written statement, which documents required repairs, is not received by the Director, or authorized agent, within the stated timeframe, the entire system shall be interpreted as fully operational, and deemed acceptable by the Contractor.

## 19. IRRIGATION MAINTENANCE AND REPAIRS

- A. The Contractor shall maintain all irrigation systems, at no additional cost to the City, in such a way as to:
  - i. Guarantee proper coverage and full working capability.
  - ii. Make whatever adjustments may be necessary to prevent over spray or excessive runoff into street right-of-ways or other areas not meant to be irrigated.
  - iii. Employ an irrigation specialist knowledgeable in the operation of the Calsense irrigation system.
  
- B. The Contractor shall repair or replace inoperable irrigation equipment to maintain a fully operational system, including but not limited to, pressure pipes from the water meter to the control valves, all irrigation pipes, all manual and automatic valves, pumps used for the irrigation systems, backflow devices, filters, strainers, pressure regulators, sprinkler heads, irrigation clamps and stakes, anti-drain valves, quick couplers, electrical wiring from the controller to the solenoid valves, emitters, drippers, valve boxes, controllers, valve markers, batteries, fittings and risers. Maintenance includes, but is not limited, tightening of loose fittings and packing nuts; flushing sprinkler heads, pipes, nozzles, valves, filters, strainers, and backflow devices; adjusting sprinkler heads, anti-drain valves and pressure regulators, adjusting and lubricating controllers; and cleaning drip emitters. The Contractor shall repaint by hand all backflow devices, valve box lids and controller boxes, annually during the months of January and February; additional painting may be required as directed. Labor and Materials for all irrigation maintenance and repairs shall be provided at no additional cost to the City.
  
- C. Irrigation repairs shall be made within the following time limits:
  - i. Mainline irrigation breaks shall be repaired within 24 hours of identification or notification.
  - ii. All other irrigation repairs shall be made within one (1) day of identification or notification.
  
- D. Replacement of irrigation components shall be with the same manufacturer of originally installed materials of the same size and quality. Substitutions must be approved by the Director, or authorized agent, in writing prior to installation.
  
- E. The City shall review and verify all submitted repairs. Repairs may be completed by the following methods:

- i. Authorized the Contractor to make appropriate repairs at the expense of the City as described in Section 5. Use City forces to make required repairs.
- ii. Use another source to make required repairs.

Upon completion of such repairs the Contractor shall sign-off each individual area as being fully operational. The Contractor shall file a monthly statement with his invoice certifying that all irrigation systems are functioning properly. If the Contractor fails to submit this statement, the invoice will be rejected until such date the statement is received.

- F. The Contractor shall inspect the operation of the irrigation system on a weekly basis for any malfunctions. In addition to regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported, the contractor is responsible for the inspection and certification of all backflow devices in their areas of service once per year, repairs to the backflow devices will be an extra.
- G. All system malfunctions, damage and obstructions shall be recorded, reported to the Director, or authorized agent, and corrective action taken.

## 20. WATER CONSERVATION

The Contractor shall turn off all irrigation systems during periods of rainfall and/or times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices. The Contractor shall comply with all County of San Diego and the City's Ordinances and/or Resolutions, which relate to water conservation. Failure to comply may result in an equitable amount deducted from the Contractor's payment.

## 21. CONTROLLER PROGRAMMING

- A. The Parks/Beach Manager, or authorized agent, may change the irrigation schedule as the need develops.
- B. Adequate soil moisture will be determined by programming the automatic sprinkler controllers as follows:
  - i. Whenever possible, automatic irrigation shall be programmed to operate between the hours of 11:00 P.M. and 6:00 A.M. The Contractor shall be responsible for reprogramming controller during inclement weather to conserve water.
  - ii. In areas where wind creates problems of spraying water onto private property or road rights-of-way, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night (between the hours of 12:00 A.M. and 6:00 A.M.).
  - iii. Consideration must be given to the soil conditions, seasonal temperatures, wind conditions, humidity, runoff and erosion potential, and the relationship of conditions which affect day and night watering.

- iv. Extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun or shade. Also, the variation in the size of plants, as well as varieties' differences must be considered.
  - v. The irrigation system will be controlled by the contractor in such a way as not to cause an excessively wet area which could interfere with the Contractor's ability to mow all turf grass.
  - vi. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.
- C. The Contractor, at the request of the Director, or authorized agent, shall submit a copy of the irrigation schedule for each individual controller. This information is to be readily available upon request or available at the controller.
- D. All landscaped and turf areas shall be irrigated as required maintaining adequate growth and appearance with a schedule most conducive to plant growth.

## 22. IRRIGATION CONTROLLER LOG BOOK

- A. The Contractor shall furnish and maintain a controller log book inside each controller cabinet in a waterproof packet.
- B. The Controller schedule shall be entered into the log book upon approval.
- C. An entry shall be made in the logbook each time a controller program is checked, or a setting is changed.
- D. All changes in the controller schedule shall be submitted in writing, and approved by the Director, or authorized agent, four (4) working days prior to implementation of the requested changes. These changes may conflict with set schedules on the Calsense system.
- E. The log book shall record the following information:
- i. Date of the controller program check or change.
  - ii. Results of the program check or reasons for a program change.
  - iii. The name of the person responsible for the check or change.
- F. Upon completion or termination of this Agreement, the logbook shall become the property of the City and be submitted to the City prior to payment of the final invoice(s).

## 23. TURF GRASS CARE

- A. Turf grass mowing:
- i. The Contractor shall mow all turf grass with adequately sharpened rotary type mowers as to provide a smooth and even cut without tearing of turf grass blades.
  - ii. The blade adjustment shall provide a uniform, level cut without ridges, depressions or scalping.

- iii. All sports fields and warm season turf grasses (Bermuda, St. Augustine, Paspalum and Kikuyu) shall be cut with a power-driven reel mower at a height of three-quarter inch ( $\frac{3}{4}$ " ) to one-inch (1"). All turf areas shall be cut at regular weekly intervals to maintain a neat appearance at all times.
- iv. All cool season turf grasses such as, but not limited to, Fescue, Bluegrass and Ryegrass shall be cut with rotary mowers at a height of three inches (3") height during the spring, summer and fall. In the winter, turf areas shall be mowed at a height of 2.5" with a power-driven mower throughout the year.
- v. Turf grass mowing heights may be adjusted by the Director, or authorized agent, during periods of turf grass renovation. All turf grass clippings shall be picked up and removed to a legal dumping site prior to vacating the work site after each mowing, use of recycling mowers is acceptable, excess clippings shall have to be removed if left on site due to contractors operation.
- vi. Care shall be exercised to avoid depressions in the established grade from mowing when the soil is saturated.
- vii. The Contractor shall submit, in writing, a mowing schedule within ten (10) days after the start of the maintenance. This mowing schedule shall be approved by the Director, or authorized agent.
- viii. All areas shall be mowed a minimum of once per week.
- ix. Any alteration of the approved mowing schedule shall be submitted in writing to the Director, or authorized agent, for approval prior to implementation.

- B. Turf grass edging and trimming shall be performed once a week at the time of mowing.
  - i. Edging of turf grass shall be performed with a power edger containing a steel blade. The use of string trimmers to edge turf areas is acceptable in some areas at the discretion of the City. The use of stick edger's is acceptable.
  - ii. All turf grass adjacent to sidewalks, curbs, mowing strips, shrub beds, and where no improved surface exists, shall be edged in a neat uniform line.
  - iii. Trimming of turf grass shall be performed along walls, and around valve boxes, water meter boxes, backflow devices, trees, shrubs, or any structures located within the turf grass area.
  - iv. Tree trunk protectors shall be provided and installed, at no additional cost to the City, when string trimmers are utilized for trimming around the base of trees. The City may allow a sixteen inch (16") diameter mulch ring around trees to eliminate continual string trimming.
  - v. A four-inch (4") barren strip shall be provided, and maintained, between turf grass areas and adjacent ground cover. Edging of turf grass and ground cover shall provide uniform delineation adjacent to this barren strip.
  - vi. Trimming of plant material may be required around sprinklers to provide maximum irrigation coverage.
  - vii. All clippings and trimmings shall be removed from the work site the same day work is performed and prior to a Contractor vacating the work site.

C. After mowing and edging is completed, all adjacent walkways and gutters shall be swept clean. Blowing and disposing of grass clippings on to the storm drain system and/or streets shall not be permitted, if found contractor will face liquidating damages as follows; 1st violation \$100.00, 2nd. Violation \$500.00, 3rd violation and thereafter \$1,000.00.

D. Turf grass Fertilization

- i. The turf grass shall be continually fertilized a minimum of 4 times per year with additional application, as needed, to provide a healthy and vigorously growing turf grass with horticulturally acceptable growth and color, as determined by the Director, or authorized agent.
- ii. Fertilization shall be performed with a balanced fertilizer approved by the City will and applied at a minimum of the specified medium application rate of the given fertilizer being applied. Any change in the fertilizer ratio and/or rate shall be submitted in writing and approved by the Director, or authorized agent, prior to usage. The City reserves the right to specify the brand and ratio of the fertilizer applied at each application cycle.
- iii. The Contractor shall notify the Director, or authorized agent, in writing, five (5) working days prior to any fertilizer application, and by phone and/or email at least an hour before a fertilizer application. These notifications shall include the following:
  - a. Location and exact date the fertilizer application will be performed.
  - b. Type of fertilizer and method of application to be used.
- iv. The Contractor shall immediately irrigate after each fertilizer application.
- v. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.
- vi. The City authorized personnel may require verification of proper application rates and quantity of fertilizer being applied through such means as:
  - a. Having a City authorized agent present during the application of fertilizer.
  - b. Having a City authorized agent perform an onsite physical inventory of the fertilizer product to be applied before application.
  - c. Other such means of verification deemed necessary by the Director, or authorized agent.
- vii. All fertilizer will be provided by the contractor at their sole expense.

E. Turf grass Renovation

- i. All sports fields and warm season turf grass shall be renovated annually.
- ii. Renovation shall consist of aerating, verticutting, thatch removal and over-seeding.
- iii. The Contractor shall notify the Director, or authorized agent, in writing, five (5) working days prior to any renovation operation. This written document shall include the following:
  - a. Location and exact date the renovation will be performed.

- b. Type of equipment and materials to be used.
- iv. Contractors shall remove all renovation-generated debris from the work site the day of the renovation operation and prior to vacating the work site.
- v. All turf grass shall be aerated between March 1st and March 31st and between October 1st and October 31st. Aeration shall be performed with an aerator machine which has one-half inch (1/2") to one inch (1") in diameter coring tines spaced no more than six inches (6") apart. The machine shall remove cores from the turf a minimum of four inches (4") in length.
- vi. Verticutting and thatch removal of warm season turf grass shall be performed between September 1st and September 30th. Contractors shall cut all warm season turf grasses to the soil line immediately before and after verticutting. Contractors shall verticut all warm season turf grass with verticutting machine.
- vii. Over-seeding shall be performed within two (2) days after verticutting with properly calibrated seeders. Sports field and warm season turf grass shall be over-seeded at a rate of eight (8) pounds of seed per 1,000 square feet. Stover's Grand Slam or equivalent 3 Blend Perennial Ryegrass Seed shall be used. Seed tags shall be provided to the Director, or authorized agent. Golf Course area seeded in fall as directed by Golf Supervisor.
- viii. Re-seeding of bare spots shall be performed continually throughout the year to reestablish turf to an acceptable quality. Reseeding shall be performed with a seed mix approved by the City at a rate of eight (8) pounds per 1,000 square feet. Seed shall be topped with one-eighth inch (1/8") of topper. The topper must be approved by the Director, or authorized agent, and shall not contain steer manure. The Director, or authorized agent, may require the use of sod when deemed necessary. The Contractors shall be entitled to the wholesale cost of the sod only, provided the loss of turf grass was not due to the negligence of the Contractor.

F. Turf grass Irrigation

All turf grass shall be adequately irrigated to maintain a healthy and attractive appearance. Irrigation runoff and over spray shall be minimized. Where possible, the turf grass irrigation shall be on a separate program from other plant material irrigation. Turf grass shall be irrigated in a method which promotes deep root growth.

24. GROUND COVER CARE

A. Ground covers are low growing plants that grow in colonies to form a solid mat over the surface of the ground. The plants give a flat or two-dimensional effect to the landscape, such as, but not limited to, arctotheca, gazania, vinca, lonicera, ivy, trachelosperum and varieties of ice plant.

B. Edging and Trimming of Ground Cover

- i. Edging of ground cover areas shall be performed weekly.
- ii. All ground cover adjacent to sidewalks, curbs, mowing strips, or where no improved surface exists, shall be edged in a neat, uniform line.
- iii. All ground cover shall be continually trimmed at the drip line of all shrubs.

- iv. All ground cover shall be continually trimmed along walls, valve boxes, water meter boxes, backflow devices, or other structures located within the ground cover area as determined by the Director, or authorized agent.
- v. Thinning of ground cover may be required around sprinklers to provide maximum irrigation coverage.
- vi. All clippings and trimmings shall be removed from the work site in a legal manner the same day work is performed and prior to the Contractor vacating the work site.
- vii. After edging or trimming, the Contractor shall sweep or blow clean all adjacent sidewalks or gutters.

C. Renovation of Ground Cover Areas

Ground cover planting shall be thinned and pruned for the health of the planting and the appearance of the site, or as required by the Director, or authorized agent.

D. Replanting of Ground Cover Areas

Replanting shall be required to maintain the continuity of the ground cover areas that die back after awarding of the contract. Replacement material costs shall be incurred by the City per unit pricing.

E. Ground Cover Irrigation

All ground cover areas shall be adequately irrigated to maintain a healthy and attractive appearance. Irrigation runoff and over spray shall be minimized. Ground cover areas shall be irrigated in a method, which promotes deep root growth.

F. Ground Cover Fertilization

- i. The ground cover shall be fertilized during growing season, minimum 4 times per year, to provide a healthy and vigorously growing ground cover with horticulturally acceptable growth and appearance, as determined by the Director, or authorized agent.
- ii. Fertilization shall be performed with a balanced fertilizer approved by the City and applied at a minimum of the specified medium application rate of the given fertilizer being applied. Any change in the fertilizer ratio and/or rate shall be submitted in writing and approved by the Director, or authorized agent, prior to usage. The City reserves the right to specify the brand and ratio of the fertilizer applied at each application cycle.
- iii. The Contractor shall notify the Director, or authorized agent, in writing, five
- iv. working days prior to any fertilizer application, and by phone and/or email at least an hour before a fertilizer application. These notifications shall include the following:
  - v. Location and exact date the fertilizer application will be performed.
  - vi. Type of fertilizer and method of application to be used.
  - vii. The Contractor shall immediately irrigate after each fertilizer application.
  - viii. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.

- ix. The City authorized personnel may require verification of proper application rates and quantity of fertilizer being applied through such means as:
  - a. Having a City authorized agent present during the application of fertilizer.
  - b. Having a City authorized agent perform an onsite physical inventory of the fertilizer product to be applied before application.
  - c. Other such means of verification deemed necessary by the Director, or authorized agent.
- x. All fertilizer will be provided by the contractor at their sole expense.

G. All Ground cover areas and trees shall have Forest Floor mulch applied to a depth of four inches (4”) three (3) times per year at no additional cost to the City. This shall be done in March, July and October.

## 25. ATHLETIC FIELD/TURF MAINTENANCE

### A. Maintenance

All areas shall be inspected on a daily basis and any large stones or clumping material, wet areas, ruts, holes or “bowled out” areas shall be removed and/or repaired immediately.

Contractor shall layout and paint all lines and numbers as needed for the sports, typically baseball, softball, and soccer, utilizing these fields. Field usage changes several times throughout the year, and the Contractor shall be responsible for all field layout and painting at the direction of the Project Coordinator.

Contractor must adhere to field schedules provided. All fields must be prepared appropriately and on time in accordance to the field schedules provided by the Project Coordinator.

Contractor is responsible for purchasing all field marking paint and field layout material.

Certified marking paint shall be used for all lines, lettering, and numbering on turf areas, and more than one color paint may be required.

Skinned areas shall be scarified, dragged, and watered until the desired textures is achieved. Maintain a proper level of calcide or conditioner on the skinned areas at all times.

Contractor shall install and properly align home plates, pitcher’s rubbers, bases, and anchors that the City shall provide.

Skinned areas shall be lined with marble dust, and turf areas shall be lined with certified field marking paint.

For sports field Turf Care and Irrigation requirements refer to Sections 25 through 32.

B. Tidelands Park

All the above, in Section 25 Athletic field/turf maintenance (A), apply for Tidelands Park sports fields. Below is the maintenance schedule.

Task	Port of San Diego	Coronado
Baseball Infield Maintenance		Weekly or more as needed
Building, Furniture and Fixture Maintenance	Weekly	
Core Aerification		Seasonal per Maintenance Calendar
Debris Blowing and Cleanup	Twice per Week or As Needed	
Edging Hardscape	Weekly	
Fertilize/Herbicide Sports Field		Seasonal per Maintenance Calendar
Full Spectrum Pest Control	Ongoing	
Hedging Shrubs	Every Two Weeks	
Irrigation Maintenance and Programming		As Needed
Line Trimming Infields		Every Two Weeks
Mowing	Weekly, More if Needed	
Plant/Shrub Replacement	As Needed	
Planter Herbicide/Fertilizer Application w/in Areas of Responsibility		As Needed
Planter Pruning	Every Two Weeks	
Restroom Maintenance	No Less Than Daily	
Sports Field Leveling		As Needed
Sports Field Turf Grass Aeration		Monthly or More As Needed
String Trimming	Every Two Weeks	

Trash Cleanup and Removal	No Less Than Daily	
Tree Trimming and Maintenance	As Needed	
Walkthrough	Monthly w/City	Monthly w/Port
*Additional maintenance may be required beyond this scope of work during high use periods (e.g. tournaments, identified holidays, special events, etc.)		

Month	Treatment	Application Rate	Spec
January 6 – January 19	Core aerify and fertilize w/post emergent City Parks	Label Rate	Complete fertilizer (N-P-K)
January 20 – February 2	Core aerify and fertilize w/post emergent Tidelands Park	Label Rate	Complete fertilizer (N-P-K)
March 10 – March 12 (All Parks)	Apply fertilizer w/pre-emergent plus field rest and maintenance	Label Rate	Complete fertilizer (N-P-K)
June 1 – June 14	Core aerify and fertilize w/post emergent City Parks	Label Rate	Slow release fertilizer
June 15 – June 28	Core aerify and fertilize w/post emergent City Parks	Label Rate	Slow release fertilizer
September 21 – September 27	Core aerify and fertilize w/post emergent City Parks	Label Rate	Slow release fertilizer
September 28 – October 4	Core aerify and fertilize w/post emergent City Parks	Label Rate	Slow release fertilizer
November 10 – November 12 (All Parks)	Apply fertilizer w/pre-emergent plus field rest and maintenance	Label Rate	Complete fertilizer (N-P-K)

### C. Cays Sports Field

General sports field maintenance under Section 25. Athletic field/turf maintenance

(A) Maintenance, shall be done three times a year in order to keep the infield and skinned areas at a playable level. Field markings are not required.

## 26. SHRUB CARE

### A. Pruning of Shrubs

All shrubs shall be pruned monthly or more frequently as determined by the Director, or authorized agent, to encourage healthy growth habits, removal of dead or damaged branches, and maintain natural shape. Shrubs shall be pruned with sharp pruning tools. Shrubs shall be continually pruned, as necessary, to prevent encroachment of passageways, walks, streets, and view of signs. Shrubs shall be tapered to provide irrigation coverage and an aesthetically pleasing landscape. All pruning cuts shall be

one-quarter inch (1/4") above a node (bud). No projections or stubs shall be allowed to remain. The Contractor shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site. Pruning shall be done to maintain a well-groomed, natural growth habit, and encourage air movement through it. The Contractor shall notify the Director, or authorized agent, five (5) working days prior to the annual shrub pruning, in writing, stating the exact location and date the annual shrub pruning shall be performed.

#### B. Shrub Fertilization

- i. Shrubs shall be fertilized a minimum of 3 times per year or as directed by the Director, or authorized agent. Foliar fertilization may be performed when appropriate.
- ii. Fertilization shall be performed with a balanced fertilizer approved by the City will and applied at a minimum of the specified medium application rate of the given fertilizer being applied. Any change in the fertilizer ratio and/or rate shall be submitted in writing and approved by the Director, or authorized agent, prior to usage. The City reserves the right to specify the brand and ratio of the fertilizer applied at each application cycle.
- iii. The Contractor shall notify the Director, or authorized agent, in writing, five (5) working days prior to any fertilizer application, and by phone and/or email at least an hour before a fertilizer application. These notifications shall include the following:
  - a. Location and exact date the fertilizer application will be performed.
  - b. Type of fertilizer and method of application to be used.
- iv. The Contractor shall immediately irrigate after each fertilizer application.
- v. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.
- vi. City authorized personnel may require verification of proper application rates and quantity of fertilizer being applied through such means as:
  - a. Having a City authorized agent present during the application of fertilizer.
  - b. Having a City authorized agent perform an onsite physical inventory of the fertilizer product to be applied before application.
  - c. Other such means of verification deemed necessary by the Director, or authorized agent.
- vii. All fertilizer will be provided by the contractor at their sole expense.

#### C. Irrigation Shrubs

All shrubs shall be adequately irrigated to maintain a healthy and attractive appearance. Irrigation runoff and over spray shall be minimized. Shrubs shall be irrigated in a method, which promotes deep root growth.

#### D. Shrub Replacement

All damaged, diseased (untreatable) or dead shrubs shall be replaced with the exact same species plant material that existed. Size of the replacement plant material is to be determined by the Director or authorized agent. The Contractor shall be responsible for the complete removal and replacement of shrubs lost due to the Contractor's faulty maintenance or negligence, as determined by the Director, or authorized agent. Substitutions or any plant materials must have prior written approval by the Director, or authorized agent. Original plans and specifications shall be consulted to determine correct identification of species. All shrubs shall be guaranteed to live and remain in a healthy condition for no less than six (6) months from the date of installation, inspection and verification by the Director, or authorized agent.

- E. All shrubs areas and trees shall have Forest Floor mulch applied to a depth of 4" three (3) times per year at no additional cost to the City. This shall be done in March, July and October.
- F. Care shall be taken to prevent soil build-up around the crown of shrubs.

## 27. TREE CARE

### A. Tree Trimming

The Contractor shall be responsible for all tree under-trimmings, including the removal of palm fronds and flower stalks. All trees are to be under-trimmed to ensure public and vehicle safety or as directed by the Director, or authorized agent. Contractor shall have a Certified Arborist on staff to meet the following criteria:

Contractor shall prune trees annually as designated by the Director, or his authorized agent. The Contractor shall notify the Director, or authorized agent, except when pruning is required for public safety. All trees in the work site shall be maintained in their natural shapes. This work shall be accomplished in a manner, which will ensure that each individual tree is under trimmed carefully to promote the tree's health and appearance. All work shall be of the highest quality and performed in accordance with the International Society of Arboriculture approved tree maintenance standards. All trees shall be pruned within forty-eight (48) hours upon notification to remove or prevent encroachment where it blocks vision, or encroaches in any manner deemed undesirable by the Director, or authorized agent. All trees shall be continually maintained free of all dead, diseased and damaged branches back to the point of breaking. In cases where the dead, diseased or damaged branches are beyond the reach of a tree pruning pole saw being operated from ground level, the Contractor is to notify the City within 24 hours. Cuts must be made flush with the collar to promote proper healing. Pruning tools shall be adequately sharpened to provide clean cuts and shall be properly sterilized to reduce spread of disease. All sucker growth is to be removed from trees as it occurs.

The Contractor shall maintain all walkway and sidewalk encroaching branches at a minimum ten foot (10') clearance height. The Contractor shall notify the City within 24 hours of any branches encroaching beyond the curb line into the street that cannot be reached with a pole saw. All branches, which encroach over private property, shall be removed as directed. The Contractor shall not remove or disturb any tree central leader without prior written approval from the Director, or authorized agent. The Contractor shall give as part of his bid package a unit price to trim a tree complete and a tree removal price.

#### B. Tree Staking

The Contractor shall, at no additional cost to the City, stake and tie all trees, which require support. Tree stakes shall be pentachlorophenol treated, lodge pole pine not less than twelve feet (12') in length. Three (3) tree stakes are required per tree. Guy wires, where required, will be of pliable, zinc-coated ten-gauge wire (three times per tree), and should have a white P.V.C. sleeve for visibility. Trees shall be secured to stakes with cinch ties or equivalent. The Contractor shall not use wire and hose. Stakes shall not be placed closer than eight inches (8") from the tree trunk. Stakes and ties shall be placed so no chafing of bark occurs and shall be checked frequently, and relied as necessary, to prevent girdling.

#### C. Tree Replacement

- i. The Contractor shall be responsible for the complete removal and replacement of trees lost due to the Contractor's faulty maintenance or negligence, as determined by the Director, or authorized agent. Replacement shall be made by the work site Contractor with a twenty-four inch 24" box tree or a kind and size as determined by the Director, or authorized agent. Where there is a difference in value between the tree damaged by the Contractor and the replacement tree, this difference may be deducted from the Contractor's payment. In all cases the value of the trees lost will be determined by the Director, or authorized agent, using the latest American Shade Tree Conference guidelines for value determination.
- ii. Unsalvageable downed trees, due to any cause, shall be removed, the stump ground to a depth of twelve inches (12"), the stump grinding removed and the hole refilled with compatible topsoil and compacted within 48 hours of identification or notification. If the tree is in the public right-of-way or creating a public hazard, the tree is to be cut back to a 12" stump immediately upon notification and removed. Then within 48 hours, the stump is to be removed and the hole filled with compatible topsoil and compacted.
- iii. Trees lost from causes other than the Contractor's negligence shall be replaced by the Contractor with a twenty-four inch (24") box tree and billed as "Additional Work". The Director or authorized agent may specify a species of tree for replacement different from the one lost.

#### D. Fertilization

- i. The Contractor shall fertilize trees a minimum of once per year or as necessary to maintain horticulturally acceptable health and color.
- ii. Fertilization shall be performed with a balanced fertilizer applied at a minimum of the specified medium application rate of the given fertilizer being applied. Any change in the fertilizer ratio and/or rate shall be submitted in writing and approved by the Director, or authorized agent, prior to usage. The City reserves the right to specify the brand and ratio of the fertilizer applied at each application cycle.
- iii. The Contractor shall notify the Director, or authorized agent, in writing, five (5) working days prior to any fertilizer application, and by phone and/or email at least an hour before a fertilizer application. These notifications shall include the following:
  - a. Location and exact date the fertilizer application will be performed.
  - b. Type of fertilizer and method of application to be used.
- iv. The Contractor shall immediately irrigate after each fertilizer application.
- v. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.
- vi. The City authorized personnel may require verification of proper application rates and quantity of fertilizer being applied through such means as:
  - a. Having a City authorized agent present during the application of fertilizer.
  - b. Having a City authorized agent perform an onsite physical inventory of the fertilizer product to be applied before application.
  - c. Other such means of verification deemed necessary by the Director, or authorized agent.
- vii. All fertilizer will be provided by the contractor at their sole expense.

E. Tree Irrigation

All trees shall be adequately irrigated to maintain a health and attractive appearance. Irrigation runoff and over spray shall be minimized. Trees shall be irrigated in a method, which promotes deep root growth.

28. GENERAL CLEANUP

A. Trash Removal

Remove all trash and accumulated debris from the work sites. In addition, any type of feces or any other unsanitary waste shall also be removed from the walkways, turf or ground cover areas.

B. Policing of Areas

All designated landscape and hardscape areas will have trash removed on a daily basis or more as needed.

C. Curb and Gutter Maintenance

The Contractor is responsible for removal of all weeds and grass growing in and around the curb and gutter area. The Contractor is responsible for ensuring the roadway is cleared of all dirt and debris within four (4) feet of the curb and gutter in all areas adjacent to maintenance responsibilities.

D. Walkway and Sidewalk Maintenance

Walkways and sidewalks shall be cleaned immediately following mowing and edging, and cleaned by use of power sweeping, power washing or blower equipment not less than once per week. This includes removal of all foreign objects from surfaces such as dirt, gum, feces, grease, paint and graffiti. All walkway cracks and expansion joints shall be maintained weed and grass free at all times.

E. Drain Maintenance

All drains and catch basins shall be kept free of siltation, weeds, graffiti, and debris at all times. All v-ditches and drainage areas shall be kept clean and edged weekly by the Contractor.

F. Removal of Leaves and Low/Dying branches and plant material

Accumulation of leaves shall be removed from all designated landscape areas on a weekly basis or more as needed. Low, dying or dead branches should be removed.

29. NATURAL AREA

A. All natural areas shall be maintained in an existing state except for the following items, which shall be performed on a weekly basis, at no additional cost to the City.

- i. Remove all trash and debris, or other items as determined by the Director, or authorized agent, to a legal dump site.
- ii. Provide and maintain a ten foot (10') barren area adjacent to any improved area.
- iii. Remove and/or repair any dead or broken branches or safety hazards within two (2) hours of identification or notification.
- iv. Maintain all gates and entry ways in a safe and usable condition.

30. REPAIR OF WALKWAYS, SERVICE ROADS AND MISCELLANEOUS IMPROVEMENTS

All Walkways and service roads, if any, shall be maintained by the Contractor so as to keep the integrity of the walking or driving surface in a safe, unimpaired condition. The Contractor will not be responsible for total replacement of roadways or walkways as a result of normal deterioration, but will be required to replace all improvements damaged by his negligence. It will be the responsibility of the Contractor to repair or replace miscellaneous improvements such as signs and mowing strips, or any other structural improvements within the work sites, unless otherwise specified.

31. GRAFFITI

The Contractor shall remove any graffiti upon discovery. The Contractor shall provide labor at no additional cost to the City.

### 32. EMERGENCY CALLS

The Contractor shall have the capability to receive and respond immediately to calls of an emergency nature during normal working hours and outside of normal working hours. Calls of an emergency nature received by the City, or authorized agent, shall be referred to the work site Contractor for immediate disposition. If the work site Contractor cannot be reached within two (2) hours, the City will deduct from the monthly billing the cost of City forces, or other sources, used to repair the emergency. The Contractor shall not receive additional compensation for responding to emergencies for work included in these general conditions at contract work sites.

### 33. EXTRAORDINARY SERVICES

A. The Contractor shall be responsible for providing extraordinary maintenance and/or repairs to existing landscape and new landscape areas outside of their contract areas. Extraordinary services shall be defined as work not included in these General Conditions or work required at a site for which there is no contract. Extraordinary maintenance shall include answering emergency calls as required. Contractors shall respond to an emergency call within two (2) hours. Contractors shall maintain a 24 hours per day, seven days per week, on-call service for emergency calls. The Contractor shall notify the Director, or authorized agent, by telephone within 24 hours of any emergency extraordinary work that is performed. Non-emergency extraordinary work requires written approval before the work is performed. The Contractor shall be compensated for extraordinary work as defined in Section 5.

B. In situations involving emergency repair work after normal work hours, Contractors shall dispatch qualified personnel and equipment to reach the site within two (2) hours. The Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic. When the work site Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary and proceed to repair on a temporary/permanent basis.

C. If a City representative is still at the site when the work site contractor arrives, the Contractor shall quickly evaluate the situation and discuss it with the responsible person. If the repair will take only a few minutes, the City employee may stay to continue to direct traffic while the Contractor makes the repairs. If the repair will take longer than the City employee can wait, the Contractor shall immediately set up temporary traffic control devices and all other necessary warning devices and relieve the City representative.

D. An emergency may be called by the following individuals or agencies at any time for extraordinary services involving repair work:

- i. Police Department
- ii. Fire Department

- iii. Executive Director
- iv. Parks/Beach Manager

34. REPORTING OF DAMAGE OR MALFUNCTION

Any damage to, or malfunction of, any facility not specifically stated in this Agreement shall be promptly reported to the Director, or authorized agent.

35. COMPENSATION FOR ROUTINE MAINTENANCE

The City shall compensate Contractors based upon the total dollar amount of a bid or the total dollar amount of a combination of bids, if applicable, in monthly installments beginning 30 days after the commencement of work. Billing adjustments may be made where authorized by this Agreement.

36. ADDITION OR DELETION OF LANDSCAPE AREAS

The Contractors shall maintain, at a unit price comparable to other existing landscape areas and subject to the Director's approval or authorized agent's approval, additional landscape areas that the City adds to this contract. In the event that notification is made of a new installation other than at the beginning of a monthly period, the unit cost negotiated and agreed upon by the parties, shall be prorated from the day the Contractor is notified to start maintenance. The City may elect to delete work sites, or portions thereof, within this Agreement at a unit price comparable to the bid price of said work sites.

37. DISCREPANCIES OR OMISSIONS

Should a proposer find discrepancies or omissions in the specifications or other documents, or be in doubt as to their true meaning, he may request a written interpretation from the Director, or authorized agent. Any interpretation, or change in the proposed documents, will be made only by addendum issued to each person to whom bid forms have been issued and shall become a part of the bid.

38. MINOR MODIFICATION

The Director, or authorized agent, may modify these specifications with the joint approval of the Contractor.

39. ADDITION OR DELETION OF LANDSCAPE PROJECT AREAS

In the event that a Contractor is notified to perform additional landscape area projects, the cost charged the City should not exceed the Contractor's stated unit price bid.

40. CONTRACTOR NONCOMPLIANCE

A. If the Director, or authorized agent, determines that there are deficiencies in the performance of this Agreement, the Director, or authorized agent, will provide a written notice to the Contractor stating the deficiencies and specifying a time frame to correct the specified deficiencies. This time frame shall be reasonable, as determined by the Director, or authorized agent, to correct the specified deficiencies. Should the

Contractor fail to correct any deficiencies within the stated time frame, the Director, or authorized agent, may exercise the following measures:

- i. Deduct from the Contractor's payment the amount necessary to correct the deficiency, including City overhead and impose a deficiency deduction.
- ii. Withhold the entire or partial payment.
- iii. Utilize City forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead.

B. The City Director, or authorized agent, may deduct from or reduce the Contractor's payment by ONE HUNDRED dollars (\$100.00) as penalty for any contracted service not performed adequately or completed within the specified contracted schedule (i.e. litter must be picked up daily by 10:00am), per occurrence, day, and/or contracted service not adequately rendered.

C. The Director, or authorized agent, shall decide all questions which arise as to the manner of performance and completion per schedule, acceptable fulfillment of the contract by the Contractor, interpretation of the specifications, and compensation to include completion of work by alternate sources. In addition to these provisions, in the event of a failure to correct a deficiency, or for any other breach of this Agreement by the Contractor, City may immediately terminate this Agreement.

#### 41. HANGING PLANTERS AND RAISED PLANTER BEDS

##### A. General Services Required

This Scope of Work covers the requirements for the installation and maintenance of plant containers at various locations throughout the City of Coronado.

The Contractor shall provide on-site maintenance services for all City owned planters. These services include planting, watering, fertilizing, mulching, trimming, straightening, rotating, leaf removal, weeding, insect and disease treatment, cleaning and dusting, and any other provision needed to maintain healthy and attractive plants. The frequency of maintenance visits shall be "as needed" to maintain the appearance of all plant material, containers, and beds, but shall be no less than once each week.

##### B. Plant and Container Replacement

For City owned plants and at no additional cost to the City, the Contractor shall automatically replace any plant material that becomes unsightly due to deterioration, disease, overgrowth, or other reasons, with new plant that are comparable in size and species. Deviation from the original plant type will not be allowed without the approval of the City Parks Manager. Replaced plants must be removed from the designated area and disposed of.

The City shall reimburse the Contractor for plants that have to be replaced due to accident, vandalism, theft, or other factors beyond the Contractor's control, however, the City shall not be responsible to reimburse the Contractor for plant material that dies

or suffers due to the plant's intolerance of existing environmental (temperature, light, salinity, etc.) conditions.

For City owned containers, the Contractor shall automatically touch up scratches and chips on the container surface at no additional cost to the City. For more severe container damage, the Contractor shall notify the Parks Manager and, upon authorization, shall replace the damaged container. Should a container need to be replaced due to accident, vandalism, or theft, the City shall reimburse the Contractor for the cost of the container plus materials and labor for installation.

Plants shall be rotated on a fixed seasonal schedule set by the City and shall include holiday related themes. Holiday themed plants, such as poinsettias, shall be installed the first week following Thanksgiving and shall be removed during the first week following New Years Day. There shall be a total of four

(4) rotations throughout the year and a plant palette that will be set by the City for reference.

C. Top Dressing

Each planter shall contain a top dressing of shredded pine mulch, pine nuggets or synthetic moss according to the locations provided by the Parks Manager. Top dressings shall completely cover all soil and grow pots within the container and shall be replenished as necessary to maintain a fresh appearance.

Planters shall contain a top layer of mulch which completely covers the soil and plant roots. Throughout the year, the mulch will be turned to maintain a fresh appearance. Additional mulch shall be added throughout the year to keep a fresh appearance and height.

D. Rotation of Plants

All blooming plants shall be changed out at least every twelve (12) weeks. During the holidays, poinsettias will replace the normal blooming plants. Poinsettias shall be at least six inches in height and the color shall be red. The first installation will occur on the Monday and/or Tuesday before Thanksgiving Day. All holiday plants shall be rotated out and replaced with routine blooming plants or those indicated on the plant palette on the first or second business day of the New Year.

E. Spreckels Park Community Sign Hanging Planters

The five hanging planters on the Spreckels Park Community Sign will present a 'premium' level of color, lushness, overflowing plants (seasonally dependent). The intent of these hanging planters is to be 'eye-catching' and memorable to the residents and guests of the City.

F. Water

Contractor may obtain water from City regulated hose bibs, quick couplers, or fill up a portable water tank at the City's Public Services yard to water plant material. The contractor shall provide any equipment or apparatus needed to properly apply the correct amount of water to all plants. All water spills and over-spray must be cleaned up immediately to prevent slips/falls.

G. Tolls, Equipment, and Materials

The contractor shall provide the proper tools, equipment, and materials needed to accomplish the services and obligations herein, and to ensure their compliance with local, state, and federal regulations.

42. Battery Operated Equipment

On September 4, 2017, the City Council approved Resolution No. 8891 directing the conversion of the City's gas powered leaf blowers and string trimmer, and those used by its contractors to zero-emission (electric) tools no later than December 31, 2018. String trimmers and leaf blowers shall be electric and or battery operated.

43. Sandboxes

Maintain all sandboxes in the parks. Spreckels and Mathewson Park each have a sandbox for a total of two sandboxes in Coronado. Sandboxes are to be leveled and sifted on a weekly basis and twice weekly, at least three (3) days apart, during the months of May through September.

44. Playgrounds

A. Playground Wood Chips/Fiber

Maintain all playgrounds that have fiber/wood chips. Sunset, Cays, North Cays, Glorietta Bay, and Glenn Curtis (Palm Park) have wood chips/fiber filled playgrounds for total of four parks. Wood chips need to get leveled and raked of debris on a weekly basis and twice a week, at least three (3) days apart, during the months of May through September.

B. Playground Surfaces

Maintain all playground surfaces clear of all debris. Mathewson and Spreckels park have solid rubber surfaces that must be swept or blown on a weekly basis and twice a week, at least three (3) days apart, during the months of May through September.

Pressure washing solid rubber surfaces is not permitted.

Playground areas shall also be weeded and cleared of vegetation as needed by hand and shall not use herbicides.

Graffiti on playground equipment shall be removed within 24hrs.

45. Procurement of Recovered Materials (Including Mulch and Compost)

CalRecycle regulations (California Code of Regulations (CCR), Title 14, Division 7, Chapter 12) require the City to annually purchase a specified amount of recovered organic waste products, including mulch and compost. To facilitate City compliance with these regulations, the contractor shall procure compost and mulch specified in the Scope of Services provided to the City under this agreement in conformance with the requirements in Attachment F. The contractor shall provide certification that contractor has read, understands and will comply with the Compost and Mulch Procurement and Reporting Requirements described in Attachment F.

**NON-SCHEDULED/EXTRA WORK:**

1. Evaluate the specific job and labor required upon arrival at the job site; develop an estimate at no cost to CITY of the expected hours, materials and job cost; and advise Project Coordinator of cost **prior to proceeding with the work.** CITY reserves the right to accept or refuse CONTRACTOR'S offer.

Proceed with the work after receipt of written authorization by Project Coordinator.

**IV. PROJECT MATERIALS:** Manufacturers' names, trade names, brand names, or model numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

**V. GENERAL REQUIREMENTS:**

**A. CONTRACTOR SHALL:**

1. CONTRACTOR, as well as any of its subcontractors, shall possess and maintain a current City of Coronado business certificate, professional license, and Department of Industrial Relations number.
2. Provide and maintain a telephone answering system that provides for contact during normal business hours, (8:00 a.m. to 5:00 p.m.) Monday through Friday.
3. Respond to calls within four (4) hours.
4. Abide by all applicable laws.

**VI GENERAL CONDITIONS:**

1. All work shall be subject to the inspection and approval by the Project Coordinator or his/her designee at the site prior to acceptance and approval for payment.
2. Workers shall be courteous to the public and CITY staff utilizing the facilities, and shall be responsive only to the request of the Project Coordinator, and shall direct all inquiries or requests to the Project Coordinator. Exception: If the specific request involves public safety or security of the specific facility, CONTRACTOR shall immediately comply with the request.

**IN ADDITION TO THE SPECIFICATIONS, THE FOLLOWING SHALL APPLY:**

**VII. TERMS AND CONDITIONS:**

1. **Payment:** Payment shall be net 30 days after receipt of an undisputed invoice subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the CONTRACTOR.
2. **Invoicing:** Invoices shall be submitted no sooner than the first day of the service month being invoiced. CONTRACTOR shall mail an invoice to the following address:

Accounting Technician  
Public Services & Engineering Department  
City of Coronado  
1825 Strand Way  
Coronado, California 92118

Invoices shall be subject to the routine processing requirements of the CITY'S Department of Administrative Services.

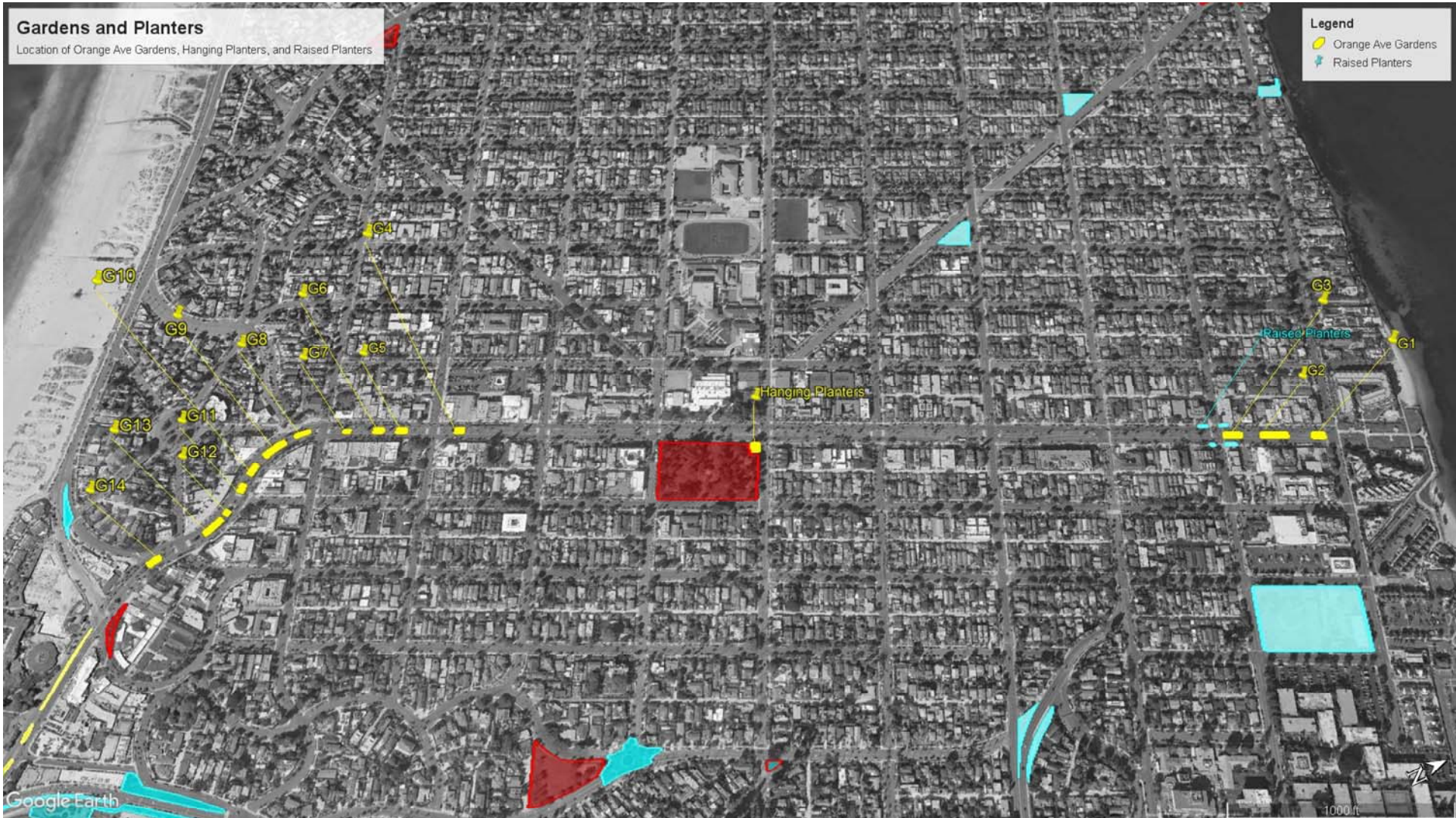
3. **Authorized Work:** Payment shall only be made to the CONTRACTOR for work authorized by this AGREEMENT.
4. **Default:** In case of default by the CONTRACTOR, the CITY may procure the service from other sources and may deduct costs from the unpaid balance due the CONTRACTOR. The prices paid by the CITY shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available at law or in equity.
5. **Change of Ownership:** CONTRACTOR agrees that if there is a change in ownership prior to completion of this AGREEMENT, the new owners will be required under terms of sale to assume this AGREEMENT and complete it to the satisfaction of the CITY. The CITY reserves the right to approve a change in ownership.

6. **CONTRACTOR Work Hours and Safety Standards:** The CONTRACTOR shall ensure compliance with all safety and hourly requirements for employees, in accordance with Federal, State, and local safety and health regulations and laws. Equipment operation will be in compliance with the CITY's noise ordinance.
7. **Material Safety Data Sheets:** CONTRACTOR is required to provide Material Safety Data Sheet (MSDS) for any hazardous substances used as required by the California State Labor Code, Sections 6382 and 6390, and the Health and Safety Code of the California Administrative Code. MSDS sheets for each item shall be sent to:

Management Analyst  
Public Services & Engineering Department  
City of Coronado  
1825 Strand Way  
Coronado, California 92118

8. **Patent/Copyright Materials:** Unless otherwise expressly provided in this AGREEMENT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this AGREEMENT.
9. **Declared Emergency Purchasing:** In the event of an emergency or where the CITY is declared a disaster area by the County, State or Federal Government, this AGREEMENT may be subjected to unusual usage. CONTRACTOR shall service the CITY during an emergency or declared disaster under the same terms and conditions that apply during non-disaster circumstances. The pricing quoted within shall apply to servicing the CITY'S needs regardless of the circumstances.
10. **Terms and Conditions:** The only terms and conditions that will be applicable to the interpretation of this AGREEMENT are those issued by the Contract Officer. The CONTRACTOR acknowledges that CONTRACTOR has read and agrees to all terms and conditions.





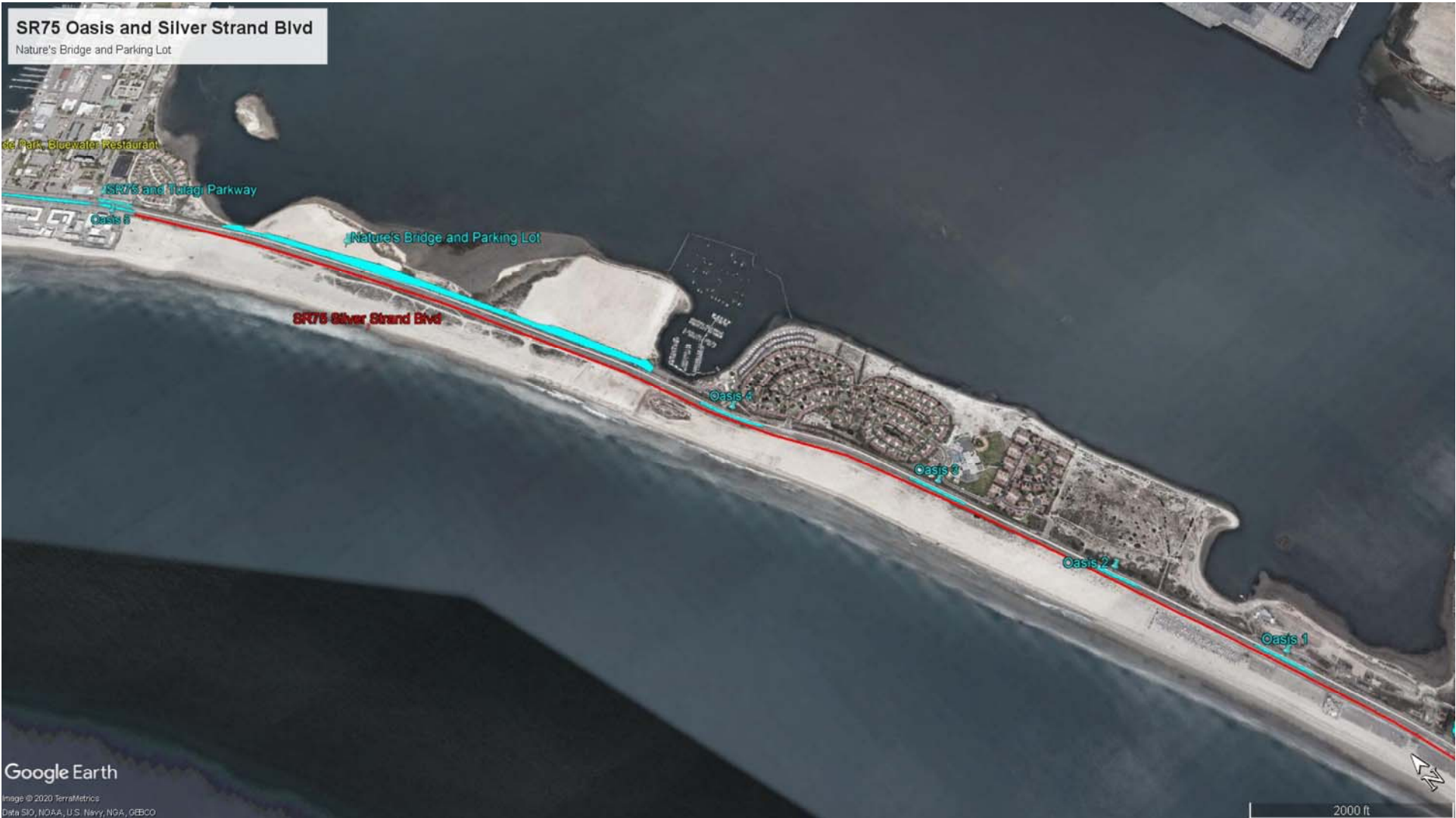


SR75 Silver Strand Blvd and Oasis

Ball, Community Center, Promenade Park, Bluewater Restaurant, Clubhouse, and Clubhouse

Google Earth  
Data SIO, NOAA, U.S. Navy, NGA, GEBCO

1 mi



**SR75 Oasis and Silver Strand Blvd**  
Nature's Bridge and Parking Lot

Old Park, Bluewater Restaurant

SR75 and Hialeah Parkway

Oasis 5

Nature's Bridge and Parking Lot

SR75 Silver Strand Blvd

Oasis 4

Oasis 3

Oasis 2

Oasis 1

Google Earth

Image © 2020 TerraMetrics  
Data SIO, NOAA, U.S. Navy, NGA, GEBCO

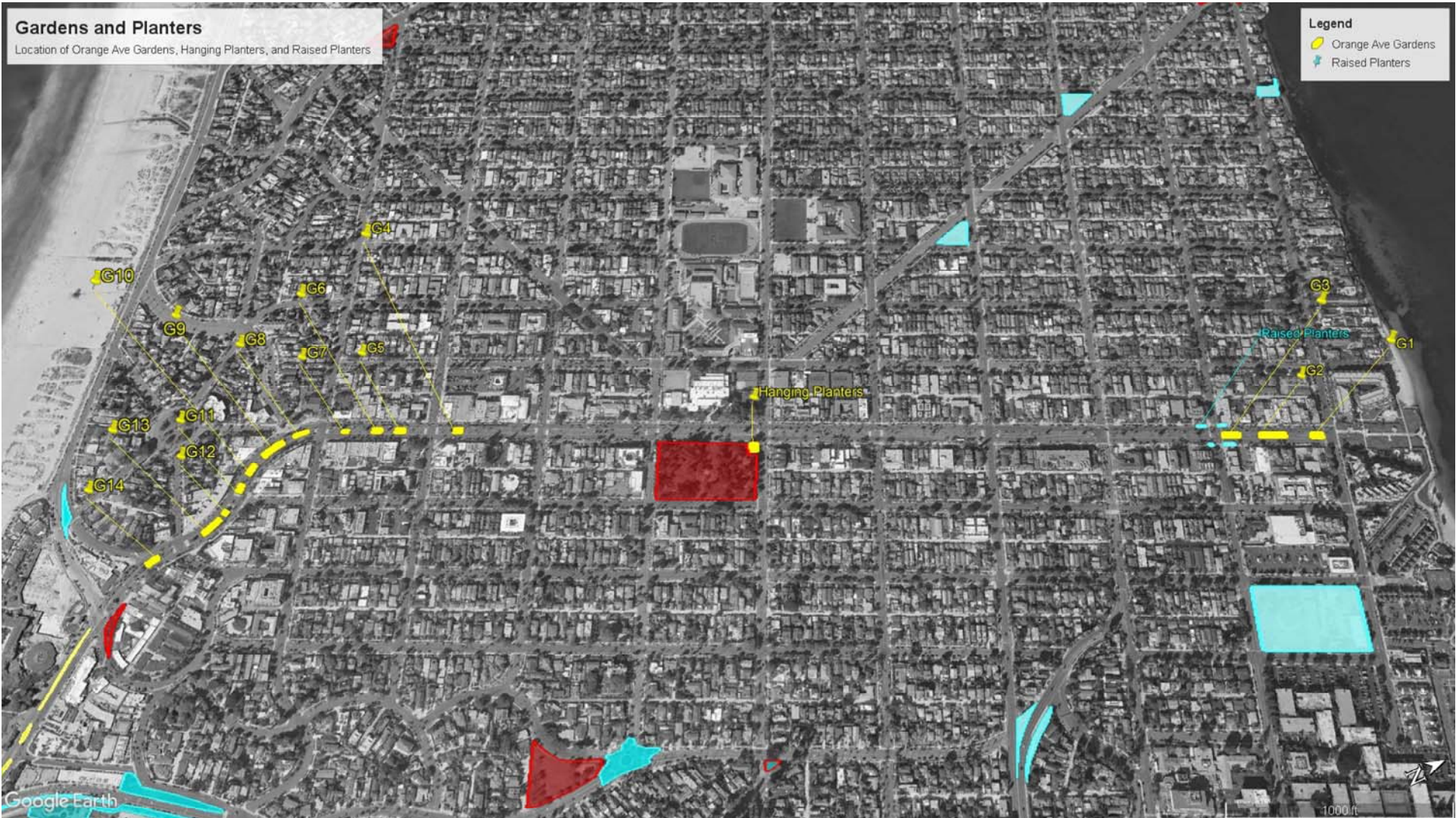
2000 ft

# Landscape Litter Abatement 1











Bandel Park



# El Cordova Landscaping and Litter





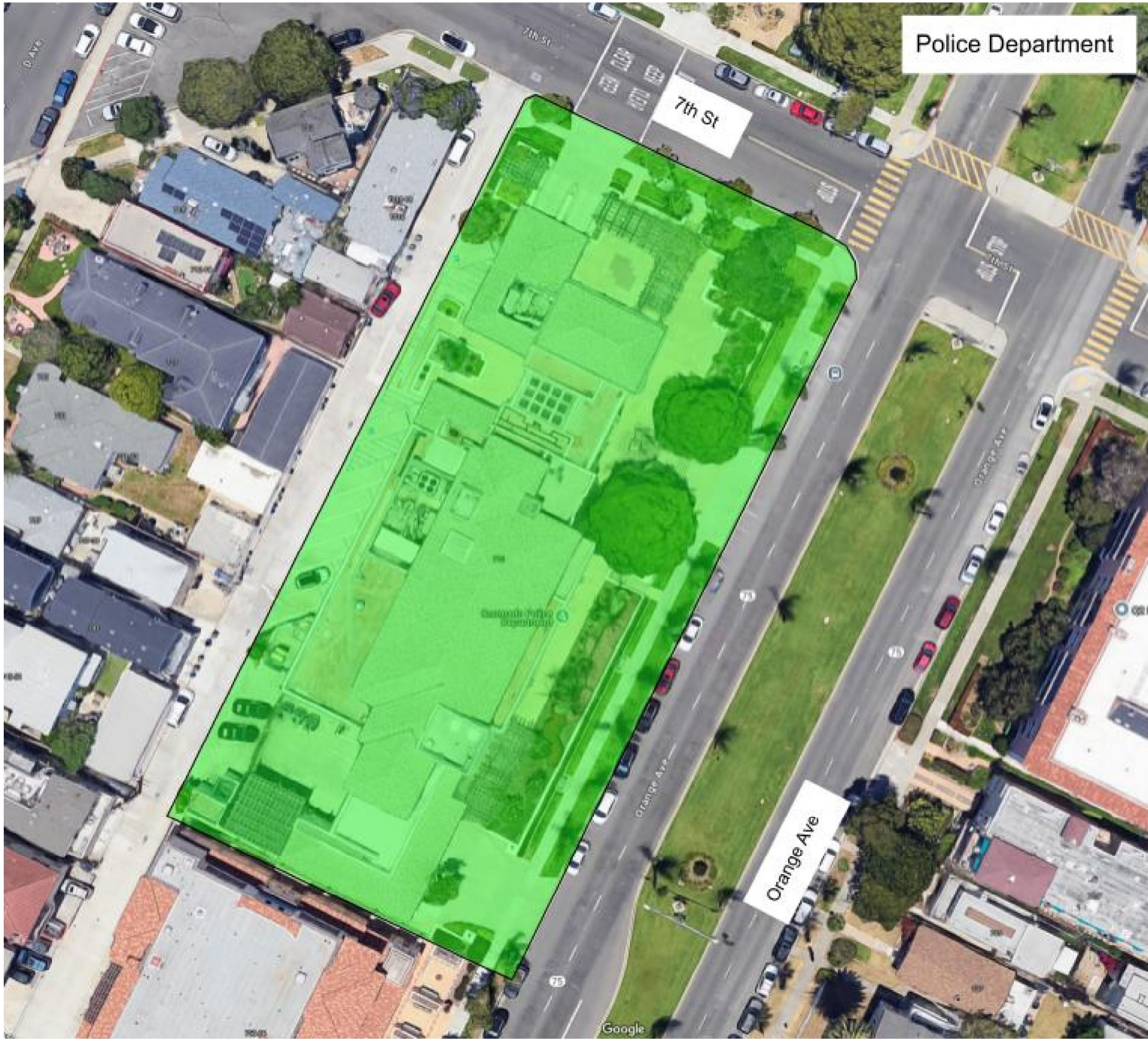




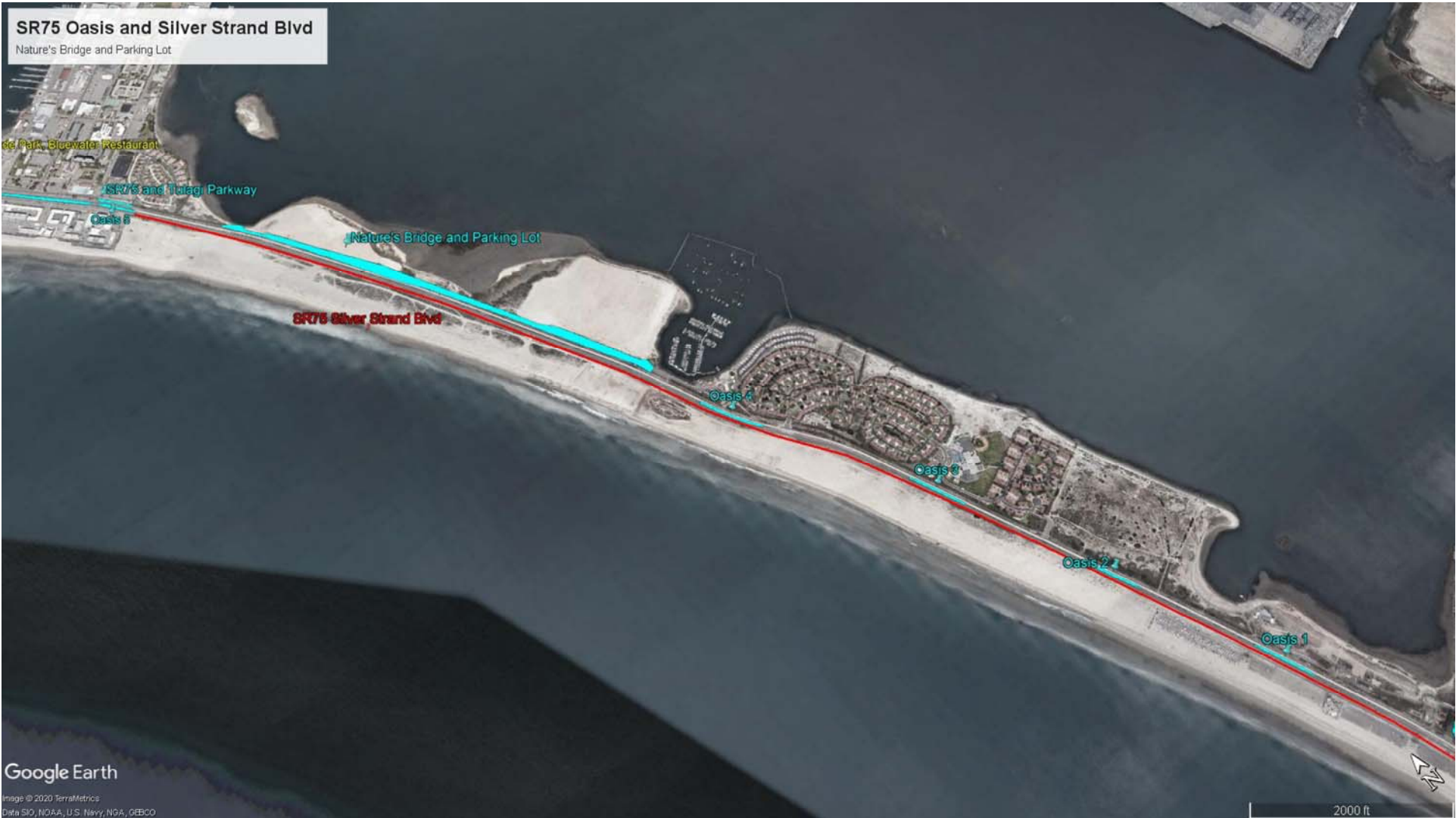
Glorietta Bay Park  
Landscape and Litter













Star Park  
Landscape and 6Bitter



**ATTACHMENT B  
FEE SCHEDULE/GENERAL INFORMATION**

**FEE SCHEDULE**

**I. GENERAL LANDSCAPE PRICING**

Monthly cost for maintaining the following landscape maintenance areas is as follows:

	<b>Name</b>	<b>Address</b>	<b>Monthly Cost</b>
1	Vetter Park	1625 Cajon Place	\$1,040.00
2	Bay Circle Park	100 Bay Circle	\$780.00
3	Palm Park	511 Third Street	\$780.00
4	Triangle Park	431 Palm Avenue	\$1,040.00
5	Glorietta Bay Tennis Center	1501 Glorietta Blvd.	\$1,300.00
6	Bayview Park	413 First Street	\$520.00
7	Vista del Barco Park (Ynez Park)	1515 Glorietta Blvd.	\$520.00
8	Eighth and Coronado Pump Station (Parker)	780 Coronado Avenue	\$260.00
9	Cays Main Pump Station filter bed	Filter bed is on Silver Strand Blvd on the other side of Cays North Park sound wall.	\$390.00
10	Third and Glorietta Blvd	Third St. & Glorietta Blvd	\$780.00
11	Public Services Yard	101 B Avenue	\$2,600.00
12	Glorietta Bay Civic Center and Promenade (including bike path)	1651 Strand Way to 1845 Strand Way	\$2,600.00
13	Pomona Roundabout Circle	Seventh St. & Pomona Ave.	\$1,040.00
14	Nature's Bridge & Parking Lot @ corner of SR 75 & Tulagi Rd.	3251 Hwy 75	\$780.00
15	North Cays Park	Coronado Cays Blvd and Montego Ct.	\$1,950.00
16	<b>Rendova/ Tulagi Medians</b> - on SR 75 from Rendova St. to signal light at the South end of the Amphibious Base ending at Tulagi Road	SR75	\$1,300.00
17	Cays Tennis Courts	Coronado Cays Blvd and Bahama Bend	\$780.00
18	Skate Park	2000 Mullinex Dr	\$650.00

19	Toll Plaza	Base of Coronado Bridge to Glorietta Blvd	\$3,900.00
20	Five Pocket Oasis medians on SR75	SR75 – Tulagi Rd to Imperial Beach City limits	\$1,300.00
21	Coronado Entrance Sign	Fourth St and Pomona Ave	\$1,040.00
22	SR 75 bus stop	Third St and Glorietta Place	\$520.00
23	Triangle Median	4 <sup>th</sup> St (Pomona Ave) and Glorietta Blvd	\$650.00
24	Library, Spreckels Center, and Tennis Courts	640 Orange Ave	\$3,900.00
25	Cays Park Sports Field	101 Grand Caribe Causeway	\$910.00
26	Triangle Median	Alameda Blvd and Country Club Lane	\$650.00
27	Churchill Median	Ocean Blvd and RH Dana Place	\$520.00
28	Cays Fire Station	101 Grand Caribe Causeway	\$650.00
29	Sail Park	1631 Strand Way	\$780.00
30	Coronado Boathouse and Club Room	1985 Strand Way	\$390.00
31	First and Alameda Storage Yard	301 1 <sup>st</sup> St	\$1,040.00
32	Alameda and Fourth Storage Yard	4 <sup>th</sup> and Alameda Blvd	\$1,040.00
33	Rotary Plaza and Isabella Ave Median	1002 Orange Ave	\$1,040.00
34	Alameda and Palm Ave Median	Alameda and Palm Ave	\$1,040.00
35	Cays Parking Lot	101 Grand Caribe Causeway	\$1,040.00
36	El Cordova	1351 Orange Ave	\$1,170.00
37	Coronado Police Department	700 Orange Ave	\$1,950.00
38	Bandel Park	1000 J Ave	\$650.00
39	Transbay Pump Station	1201 1 <sup>st</sup> St	\$1,560.00
40	Coronado Fire Station 36	1001 6 <sup>th</sup> St	\$520.00
41	Glorietta Bay Park	1975 Strand Way	\$5,850.00
42	Star Park	1030 Park Pl./Loma Ave.	\$910.00
43	Mathewson Park plus two medians	700 Pomona	\$2,600.00
44	Bike Path – 3 to 4 feet vegetation clearance on both sides	South City Limits – 1631 Strand Way	\$3,250.00
<b>Total Landscape Costs for all areas</b>			<b>\$57,980</b>

<b>Additional As-needed Optional Services / Cost</b>	
Turf cost per sq. ft.	\$0.18
Landscape cost per sq. ft.	\$0.20
Hardscape cost per sq. ft.	\$0.20

The CITY makes no guarantee as to the quantity of work to be issued during the term of this AGREEMENT, for additional as-needed optional services, nor should any minimum amount of fees for non-maintenance work be assumed by the CONTRACTOR.

## **II. PREMIUM LANDSCAPE COSTS**

Premium Landscape shall be maintained twice a week or more often, if deemed necessary to meet aesthetic expectations of the City. Monthly cost for the maintenance of the follow landscape areas is as follows:

	<b>Name</b>	<b>Address</b>	<b>Monthly Cost</b>
1	Orange Ave Median Gardens	100 Orange Ave to 1300 Orange Ave	\$2,600.00
2	Orange Ave and Second St Planters	Intersection of Orange Ave and 2 <sup>nd</sup> St	\$650.00
3	Hotel Del Medians	On Orange Ave from Adella Ave to Pomona Ave	\$2,080.00
4	Shores Medians	On Silver Strand Blvd from Pomona Ave to Rendova Rd	\$1,560.00
5	Hanging Planters at Spreckels Park	Spreckels Park (Orange Ave and 6 <sup>th</sup> St)	\$1,300.00
6	Cays Medians	Coronado Cays Blvd and Grand Caribe Causeway. Small median at Green Turtle Rd and Coronado Cays Blvd as well.	\$4,550.00
7	Tidelands Park Sports Fields	2000 Mullinex Dr	\$5,200.00
8	City Hall	1825 Strand Way	\$5,200.00
9	Community Center	1845 Strand Way	\$4,550.00
	<b>Total Landscape Costs for all areas</b>		<b>\$27,690.00</b>

## **III. REFUSE COLLECTION COSTS**

Monthly cost for refuse collection for the following locations is as follows:

	<b>FACILITIES</b>	<b>ADDRESS</b>	<b>MONTHLY COST</b>
1	Boathouse\Clubroom (Glorietta Bay Park)	1985 Strand Way	\$130.00
2	Bluewater Grill Restaurant (parking lot)	1701 Strand Way	\$260.00
3	Cays Tennis Courts	104 Coronado Cays Blvd.	\$520.00
4	City Hall (Building, Parking, Garden)	1825 Strand Way	\$1,300.00
5	Community Center (Building, pool, garden)	1845 Strand Way	\$1,300.00
6	Community Center Playhouse (patio area)	1835 Strand Way	\$1,040.00
7	Coronado Cays South Park Restrooms	51 Grand Caribe Causeway	\$390.00
8	Glorietta Bay Marina Building (parking lot)	1715 Strand Way	\$520.00
9	Glorietta Bay Park Restrooms	1975 Strand Way	\$130.00
10	High School Tennis Courts	545 D Avenue	\$520.00
11	Library (outside building)	640 Orange Avenue	\$1,040.00
12	Library Tennis Courts	1034 Sixth Street	\$520.00
13	Little League (Verneti Stadium/Bradley Field)	165 B Avenue	\$520.00
14	Public Services (Inside and Outside of Perimeter)	101 B Avenue	\$650.00
15	Spreckels Center Lawn Bowling Green (outside and inside lawn bowling area.)	1017/1019 Seventh Street	\$650.00
16	Spreckels Park Restrooms	603 Orange Avenue	\$390.00
17	Tennis Center	1501 Glorietta Boulevard	\$780.00
18	El Cordova	1351 Orange Ave	\$780.00
19	Coronado Police Department	700 Orange Ave	\$780.00
	<b>PARKS:</b>		
1	Bandel (Louis C.) Park	1000 J Avenue	\$390.00
2	Bay Circle Park	100 Bay Circle	\$390.00
3	Bayview Park	413 First Street	\$260.00
4	Coronado Cays Park (South and North)	100 Coronado Cays Blvd.	\$650.00
5	Glorietta Bay Park	1975 Strand Way	\$1,040.00
6	Glorietta Bay Promenade (all along bayfront)	1835 Strand Way	\$1,040.00

7	Harbor View Park (SDG&E Park)	First Street & E Avenue	\$390.00
8	Mathewson Park	700 Pomona	\$260.00
9	Palm Park	511 Third Street	\$520.00
10	Pocket Park (Sail Park)	1651 Strand Way/Glorietta Blvd.	\$390.00
11	Spreckels Parks	601 Orange Avenue	\$1,170.00
12	Star Park	1030 Park Pl./Loma Ave.	\$390.00
13	Triangle Park	431 Palm Ave./Fourth St.	\$260.00
14	Vetter Park	1625 Cajon Place	\$390.00
15	Vista del Barco Park	1515 Glorietta	\$260.00
16	Sunset Park	101 Ocean Blvd.	\$910.00
17	Tideland Park Sportsfields and Facility grounds	2000 Mullinex Dr	\$650.00
	<b>PARKING LOTS &amp; OPEN SPACES:</b>		
1	Avenida del Sol (@ portable restrooms) 1700 Avenida Del Sol/1700 Silver Strand HWY 75	1700 Avenida del Sol/1700 Silver Strand Hwy. 75	\$650.00
2	Avenida de las Arenas (public parking lot)	1700 Avenida de las Arenas/1800 Silver Strand Hwy. 75	\$650.00
3	Avenida Lunar (public parking lot)	1700 Avenida Lunar/1900 Silver Strand Hwy. 75	\$650.00
4	Fiddler's Cove/Marina RV (public parking lot)	3205 Silver Strand Hwy. 75	\$1,040.00
5	Nature's Bridge to Discovery/Bike Path (Bridge #1) Post Marker 75 SD 16.50/Silver Strand Hwy. 75 northbound	Post Mark 75 SD 16.50/Silver Strand Hwy. 75	\$780.00
6	Nature's Bridge to Discovery/Bike path (Bridge #2)	Silver Strand Hwy. 75 North Bound	\$520.00
7	Bluewater Grill Restaurant	1701 Strand Way/Silver Strand Hwy. 75	\$390.00
8	Toll Plaza	Entrance to Coronado	\$650.00
9	Fourth Street entrance to Coronado "Coronado Island" sign area	Near 352 Pomona Ave	\$520.00
10	SR 75- medians and both sides of road	SR 75/Silver Strand Blvd From Tarawa Rd to southern City Limits	\$1,040.00
11	Rotary Plaza and Isabella Ave Median	1002 Orange Ave	\$650.00

<b>Total Refuse Collection Costs for all areas</b>	<b>\$29,120.00</b>
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**IV. LABOR PRICING:** Labor pricing per hour for the following activities:

<b>LABOR PRICING</b>		<b>PER HOUR</b>
1	Mowing, including edging and string trimming	\$40.00
2	Shrub bed maintenance, including manual and mechanical weed removal, pruning and debris removal	\$40.00
3	Litter removal, including trash, paper, branches, and leaves and other debris	\$40.00
4	Irrigation repair/maintenance including pipe repair, sprinkler head adjustment or replacement, valve repair or replacement, electrical troubleshooting	\$85.00
5	Weed abatement, including labor to remove brush, tall weed growth along rights-of-way and vacant properties	\$40.00
6	Maintenance projects, including but not limited to plant replacement, irrigation repair and sod replacement	\$60.00
7	Aerification and verticutting of turf	\$60.00
8	Fertilization of turf and/or shrub beds	\$40.00
9	Pesticide application, including herbicide application using backpack sprayers, pre-emergent herbicides using a granular spreader, large area turf application using a boom sprayer	\$40.00
10	Refuse collection at various sites listed	\$40.00
11	Custodial/janitorial duties in the public right of way, including, but not limited to, sweeping walkways, cleaning new and preexisting spills, picking up ground litter, wiping and cleaning trash/recycle receptacles, and emptying trash/recycle containers. A common place this service may be utilized is along the 800 to 1300 blocks of Orange Avenue in the City.	\$40.00

**V. Contract Labor Summary**

This table shows the number of full-time positions employed by the CONTRACTOR to perform services in the City owned medians, parkways, grounds and parks.

	<b><u>City's Minimum Requirements</u></b>	<b><u>Contractor's Proposed Manpower</u></b>
1. Supervisor	1 - 40 hours/week	40
2. Irrigation Specialists	2 -40 hours/week	80
3. Landscape Laborers	10 – 40 hours/week	400
4. Other		40

To ensure a high level of performance, more manpower may be required at any time depending on the CONTRACTOR's ability to perform all work efficiently and according to all specifications. Any adjustments to manpower must occur immediately when requested by the City's representative.

**Total Monthly Maintenance Rate:**

**\$114,790.00**

**ATTACHMENT C**

**LIST OF SUBCONTRACTORS**

Listed below are any and all subcontractors that the CONTRACTOR plans to employ under this AGREEMENT. No change is allowed without the prior approval of the Contract Officer.

<b>NAME</b>	<b>ADDRESS</b>	<b>PHONE</b>	<b>DIR PW#</b>	<b>License#</b>	<b>\$ Value</b>
NONE					

I hereby certify that I have read and examined Sections 3700 and 3800 of the State Labor Code. I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability for Workmen’s Compensation or to undertake self-insurance before commencing any of the work. I further certify that if I should contract or subcontract with any person, including a firm or company, to do all or any part of the work for which this AGREEMENT covers, I shall assure compliance by that contractor or subcontractor with Sections 3700 and 3800 of the State Labor Code.

CONTRACTOR NAME: Andre Landscape Service, Inc.

\_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
Date

Jeremy Andre, President and CEO  
NAME AND TITLE (PRINTED)

**ATTACHMENT D**

**“A POLLUTION PREVENTION GUIDE FOR THE CONSTRUCTION INDUSTRY”  
BROCHURE**

I certify that I have read, understand and will comply with the procedures described in “A Pollution Prevention Guide for the Construction Industry” brochure located in the attached web address:

<https://www.coronado.ca.us/pollutionpreventionguidelines>

CONTRACTOR NAME: Andre Landscape Service, Inc.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Jeremy Andre, President and CEO  
NAME AND TITLE (PRINTED)

## ATTACHMENT E

### STATE PREVAILING WAGE RATES AND OBLIGATIONS

Prevailing Wage Rates: This project is a "public work" in accordance with California Labor Code §§1720, *et seq.* It is the sole responsibility of the CONTRACTOR to ensure that all workers employed in the execution of the AGREEMENT are paid the correct prevailing wage rate. CONTRACTOR is required to comply with California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813 and 1815, which are incorporated by reference, and the CONTRACTOR agrees to comply with all of the above-referenced provisions and all other statutes or regulations that may be applicable to the performance of the DESCRIBED SERVICES. Specifically, CONTRACTOR agrees to:

- a. Pay all workers not less than the general prevailing rate of per diem wages for work of similar character in the locality in which the public work is performed.
- b. Pay all workers not less than the general prevailing rate of per diem wages for holiday and for overtime work that exceeds 8 hours in one day and 40 hours in one week.
- c. Adhere to the compliance measures outlined in Labor Code section 1775(b) for any subcontractor that the CONTRACTOR chooses to use on this project.
- d. Maintain, certify and make available for inspection, payroll records as required by Labor Code section 1776.
- e. Comply with all apprenticeship requirements pursuant to Labor Code section 1777.5.

Not less than the State general prevailing wages, as determined by the Director of the Department of Industrial Relations, shall be paid by the CONTRACTOR and its subcontractors to all workers employed on the project, as applicable. The statutory provisions for penalties for failure to pay prevailing wages and for failure to comply with state's wage and hour laws will be enforced.

CITY has obtained from the Director of the Department of Industrial Relations said Director's General Prevailing Wage Determinations for the locality in which the work is to be performed. Said determinations are on file and available for review online at the Department of Industrial Relations' website located at: <http://www.dir.ca.gov/DLSR/PWD>

SB 854 Notice: CITY public works projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR") in accordance with Labor Code Section 1771.4(a)(1). As part of this program, CONTRACTORS and subcontractors on Public Works Projects are required to be registered with the DIR in accordance with Labor Code Section 1725.5. Unregistered CONTRACTORS are not qualified to bid on, be listed in a bid, listed as a subcontractor, or engage in the performance of any public works contract, all as more particularly described in Labor Code Section 1771.1(a). CITY has no duty to accept a bid or enter into a contract without proof of the CONTRACTOR's current registration pursuant to Labor Code Section 1771.1(b). The prime CONTRACTOR shall be required to post the job site with all notices required by regulations per Labor Code Section 1771.4(a)(2), whether or not CITY also posts.

Labor Code Compliance: CONTRACTOR shall comply with the provisions of the Labor Code requiring the payment of prevailing wages on public works, commencing with Section 1720. In accordance with Labor Code Section 1775, the CONTRACTOR shall forfeit an amount, as determined by the Labor Commissioner, for each worker paid less than the applicable prevailing wage rate for the work or craft in which that worker is employed for any work done under the AGREEMENT by

CONTRACTOR or by any subcontractor. CONTRACTOR agrees to pay the difference between the prevailing wage rate and amount paid to each worker in accordance with Labor Code Section 1775 (a)(2)(E).

Pursuant to Labor Code Section 1770, the Director of the DIR has ascertained the general prevailing rate of per diem wages and a general prevailing rate for legal holiday and overtime work for each craft required for execution of the AGREEMENT. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file and can be viewed during normal business hours at Coronado City Hall, located at 1835 Strand Way, Coronado, CA 92118. CONTRACTOR shall post a copy of the applicable prevailing wage rates at the job site.

Wage rates set forth are the minimum that may be paid by the CONTRACTOR. Nothing herein shall be construed as preventing the CONTRACTOR from paying more than the minimum rates set. No extra compensation whatsoever will be allowed by the CITY due to the inability of CONTRACTOR to hire labor at minimum rates, nor for necessity for payment by CONTRACTOR of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to CONTRACTOR's own satisfaction in preparing its bid or entering into the AGREEMENT.

If it becomes necessary to employ crafts other than those listed in the General Prevailing Wage Rate, CONTRACTOR shall obtain a wage rate determination. The rates thus determined shall be applicable as minimum from the time of initial employment. CONTRACTOR shall be responsible for paying the applicable rate.

CONTRACTOR and each subcontractor shall keep, certify and make available accurate payroll record in accordance with Labor Code Sections 1771.4(a)(3) and 1776. The record shall contain the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR and/or subcontractor in connection with the DESCRIBED SERVICES. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. Upon written request by the CITY, CONTRACTOR's and subcontractor's certified payroll records shall be furnished within 10 days. CONTRACTOR's and subcontractor's certified payroll records shall be available for inspection at the principal office of the CONTRACTOR.

Apprentices: CONTRACTOR and each subcontractor shall comply with the requirements of Labor Code Section 1777.5, and any related regulations regarding the employment of registered apprentices. Properly registered apprentices shall be employed in the execution of the DESCRIBED SERVICES at the ratios required, but in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the work of the craft or trade to which the apprentice is registered. The CONTRACTOR shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.

Workers' Compensation: CONTRACTOR and each subcontractor will be required to secure the payment of workers' compensation to his or her employees and shall comply with the requirements of Labor Code Section 3700, and any related regulations regarding workers' compensation.

In signing this AGREEMENT, CONTRACTOR certifies as follows:

“I hereby certify that I have read and examined Sections 3700 and 3800 of the California Labor Code. I am aware of and will comply with Section 3700 of the Labor Code, requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the work. I further certify that if I should consult, contract or subcontract with any person, firm, or company to do all or any part of the work for which this AGREEMENT covers, I shall assure compliance by CONTRACTOR or with Sections 3700 and 3800 of the State Labor Code. I further certify that all CONTRACTORS (both primary and subcontractors) are registered with the State of California Department of Industrial Relations in compliance with Labor Code Section 1725.5.”

**ADMINISTRATIVE POLICY 402 EXHIBIT 1****COMPOST AND MULCH PROCUREMENT REQUIREMENT CERTIFICATION**

In November 2020, the California Department of Resources Recovery and Recycling (“CalRecycle”) adopted regulations pursuant to Senate Bill 1383 (“SB 1383”) to divert organic waste from landfills. As relevant here, the CalRecycle regulations (California Code of Regulations (CCR), Title 14, Division 7, Chapter 12) require the City to annually procure a specified amount of recovered organic waste products, including mulch and compost. To facilitate City compliance with CalRecycle’s SB 1383 regulations, the CONTRACTOR shall procure compost and mulch specified in the Scope of Work provided to the City under this Agreement in conformance with the following requirements.

**1. SB 1383 Eligible Compost**

- A. For purposes of this Attachment, “compost” shall mean those products produced in California and defined in 14 CCR Section 17896.2(a)(4). Compost shall meet the State’s composting operations regulatory requirements.
- B. Except as expressly authorized in writing by the City, CONTRACTOR shall use compost produced at one of the following facilities for all services provided to the City under this Agreement:
  - i. A compostable material handling operation or facility permitted or authorized under 14 CCR Chapter 3.1 of Division 7; or
  - ii. A large volume in-vessel digestion facility that composts on-site, as defined and permitted under 14 CCR Chapter 3.2 of Division 7.

*Note: Digestate, as defined in Section 18982(a)(16.5), is a distinct material from compost and is thus not a recovered organic waste product eligible for use.*

**2. SB 1383 Eligible Mulch**

- A. Except as expressly authorized in writing by the City, CONTRACTOR shall use mulch produced in California at one of the following facilities for all services provided to the City under this Agreement:
  - i. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CRR Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10); or
    - Note: SB 1383 Eligible Mulch excludes mulch from chipping and grinding operations.*
  - ii. A transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or
  - iii. A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under Division 2 of Title 27 of the California Code of Regulations.

- B. Except as expressly authorized in writing by the City, CONTRACTOR shall use mulch that meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3) for all services provided under this Agreement.
- C. CONTRACTOR may also use (i) mulch it produces through on-site chipping and grinding that does not meet the requirements of this Attachment or (ii) mulch that is provided by the City. Such mulch is not “SB 1383 Eligible Mulch,” but may be used with the City’s prior written consent.

### **3. Ongoing Procurement Practices:**

During the term of this Agreement, CONTRACTOR shall:

- A. Identify additional opportunities for the City to meet its procurement target as opportunities become available, including identifying additional uses for SB 1383 Eligible Compost and Mulch.
- B. Utilize SB 1333 Compost and Mulch in best management practices (BMPs) for stormwater regulatory compliance, when use of compost or mulch in BMPs is effective.
- C. Notify the City when and if SB 1383 Eligible Compost and Mulch products are temporarily or permanently unavailable and timely suggest alternative solutions or products.

### **4. SB 1383 Compliant Record-Keeping and Reporting Requirements**

- A. City shall provide CONTRACTOR a designated contact for the receipt of the records, information, and reports required by this section.
- B. For purposes of this Attachment, “SB 1383 Eligible Compost and Mulch” means compost and mulch procured by CONTRACTOR on behalf of the City to provide the goods or services pursuant to this Agreement that meets the sourcing and quality requirements of 14 CCR Section 18993.1(f)(1) and (4), as summarized in Sections (1) and (2) of this Attachment. For purposes of this Attachment, mulch produced by CONTRACTOR through on-site chipping and grinding and mulch provided by the City is not SB 1383 compliant mulch and is not subject to the record-keeping requirements below.
- C. CONTRACTOR shall provide the reports described in subsection (D) to the City with each request for progress payment, when applicable.
- D. Contractor shall provide City with documentation of all compost and mulch procurement and use completed pursuant to this Agreement using the Compost and Mulch Procurement Reporting Form. The completed form shall include the following information and records for the relevant reporting period:
  - i. Type of product
  - ii. Quantity of each product, measured in tons or cubic yards. In soil blends,

