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**PUBLIC WORKS (OPERATIONS)**  
**Open Space Landscape Maintenance Division**  
**Performance Standards**

**Overview**

These principles describe landscape maintenance performance standards necessary to maintain areas of designated open space districts in a **safe, attractive, and usable** condition. Included in these standards are criteria covering irrigation, pruning, shaping and training of trees, shrubs and ground cover plants; fertilization, weed control, eradication of plant diseases and pests; mowing; brush clearance; maintenance and repair of fences, pathways and trails, walls, bollards, gates, benches, dog stations, bridges, lighting, irrigation and drainage systems. The Contractor shall furnish all labor, equipment, materials, tools, services, incidentals, and special skills required to perform the landscape maintenance as set forth in these specifications.

**Work Schedule**

The Contractor shall accomplish all normal landscape maintenance required between the hours of 6:00 A.M. and 6:00 P.M., from Monday to Friday. No maintenance functions that generate excess noise that would cause annoyance to residents of the area shall start before 8:00 a.m., except in the case of a situation deemed emergency in nature.

The Contractor must establish a daily eight-hour work schedule, with a minimum of six hours on site, which corresponds to City-defined minimum manpower and equipment resource requirements. The Contractor has also been provided the opportunity and procedure for adjusting those schedules to meet special circumstances and inclement weather.

Failure to complete the work as scheduled or as specified herein will result in the following actions:

- a. The sum of Two Hundred Fifty Dollars (\$250) per day will be deducted and forfeited from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or specifications.
- b. **Deficiencies:** An additional amount equal to the costs incurred by completion of the work by an alternate source, whether it be City forces or separate private contractor, even if it exceeds the contract unit price, will be deducted from the Contractors invoice.
- c. These actions shall not be construed as penalty but as adjustment of payment to the Contractor for only the work actually performed or as the cost to the City for inspection and other related costs from the failure by the Contractor to complete the work according to schedule.



- d. Holidays: The City is closed and the Contractor shall observe the following City Hard Holidays:
- New Year's Day – January 1
  - Martin Luther King Day – Third Monday in January
  - César Chávez Day – March 31
  - Memorial Day – Last Monday in May
  - Independence Day – July 4
  - Labor Day – First Monday in September
  - Veterans Day – November 11
  - Thanksgiving Day – Fourth Thursday in November
  - Day after Thanksgiving Day
  - Christmas Day – December 25

### **Public Convenience**

The Contractor shall conduct the work at all times in a manner which will not interfere with normal pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets/roadways.

### **Notification**

The Contractor shall provide written notice to the City listing exact starting dates of fertilization and other infrequent operations such as tree trimming, brow ditch clearing, etc. Such notice shall be furnished to the Director of Public Works or his designee at least ten (10) working days in advance of the starting date. City approval is required prior to commencement of work.

### **Irrigation**

The contractor shall have the ability to monitor and respond to web-based and other Central Irrigation Systems. Irrigation shall be done by the use of manual and/or automated systems, where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of this responsibility. All areas not adequately covered by a manual and/or automated sprinkler system shall be irrigated by a portable irrigation method. The Contractor shall furnish all hoses, nozzles, sprinklers, etc., necessary to accomplish this supplementary irrigation.

The Contractor shall have a Reclaimed Water Site Supervisor Certificate from the local water purveyor.

Care shall be exercised to prevent a waste of water, erosion, and/or detrimental seepage into existing underground improvements or structures.

When negligence on the part of the Contractor results in excessive use or waste of irrigation water, water that is used in excess of the monthly budgeted amount may be estimated, with the cost of the excess water to be deducted from the contract payment. The City shall be the sole judge of what constitutes "excessive use or waste of irrigation water". Any damages to public or private property resulting from excessive irrigation or irrigation water run-off shall be charged



against the contract payment unless the Contractor makes immediate repairs which must be to the satisfaction of the Director of Public Works or his designee.

All irrigation controllers shall be turned off during periods of rain by the Contractor and turned back on and reprogrammed at the end of each rainy period. Periods during which the controllers are programmed off do not vacate the contractor's responsibility to inspect, monitor, and repair the irrigation systems.

The Contractor shall keep irrigation controllers, electric meters, pull boxes, and valve boxes clear of plant material, soil, debris, and any pests located within and maintain the system, at no additional cost to the City, from the electric and water meters, throughout the work site. This includes, but is not limited to: the replacements, repairs, adjustment, raising or lowering, straightening, and any other operation required for the continued efficient operation of the system.

The City will compensate the Contractor for materials used in the repair of irrigation damaged by vandalism, theft, disappearance, or wear and tear of irrigation components through normal use. Contractor will be reimbursed for parts and up to 10% handling costs on approved irrigation repair invoices. Labor, tools, equipment, and other overhead expenses are considered to be included in the contract amount bid to maintain the district. Upon receipt of an approved invoice from the Contractor itemizing the materials involved, payment will be processed in accordance with established terms. The Contractor will be responsible for monitoring and maintaining irrigation parts costs within the established budget for the District. Any necessary parts purchases that may exceed the annual budget for parts in a District must have pre-approval from the Inspector for the District or risk non-payment. The City reserves the right to designate suppliers for these repair materials.

A written report shall be submitted by the Contractor for all occurrences of vandalism, theft, disappearance, or worn out irrigation components, detailing the quantity, size, and location no later than five (5) working days after the discovery of such occurrence. Contractor's failure to meet this requirement will result in Contractor responsibility for total repair costs.

The Contractor shall periodically inspect the operation of the irrigation system for any malfunction. **This periodic inspection shall occur at least once each week.**

Any replacement must conform to the type and kind of existing system. The Director of Public Works or his designee must approve any deviation from the existing type in writing.

The Contractor shall, at the beginning of the maintenance period, inspect the entire sprinkler system with the City's representative to become familiar with the locations of valves, heads, controllers, electric valves, meters, and hose bibs.

Special attention shall be directed to the maintenance of sprinkler equipment. Risers shall be adjusted by extension and location as plant material grows up and/or spreads out and adversely affects performance of the sprinklers. The Contractor shall promptly repair any damage to, or



malfunction of, the irrigation system. At no time will irrigation systems be shut down for extended periods – repairs are to be made as discovered and reported.

### **Required Irrigation Reports**

All irrigation systems shall be visually inspected a minimum of once per week, including reading and documenting the numbers from each water meter servicing the landscape. Full and complete irrigation systems check, including a mainline leak test, shall be performed monthly. This information shall be included within the monthly irrigation tracking report (see attached form).

The Monthly Irrigation Tracking Sheet and any repair invoices for parts and handling from the prior month shall be submitted to the Open Space Inspector for each area by the fifth day of each month prior to authorization of monthly maintenance payments. The Contractor shall also provide a spreadsheet report showing cumulative monthly water usage for each water meter.

The City may require a change in the irrigation schedule at any time if it becomes necessary for water conservation. The contractor shall be responsible for input and maintenance of irrigation schedules and programs as directed by the City.

### **Reclaimed water**

The Contractor will be responsible for following and complying with all local, state, and federal laws related to reclaimed water irrigation installation and operation. This includes preparing for and participating in any and all water agency or Department of Health inspections and walkthroughs.

### **Water Conservation**

The Contractor shall abide by any and all water conservation programs currently in effect by the water purveyor and will be responsible for compliance with any emergency guidelines, rules, and regulations effected during water crises. Failure to observe, obey, and comply with the aforementioned will be the financial responsibility of the Contractor. For example, negligent or untimely irrigation system maintenance producing water waste resulting in citations or fines by the water purveyor will be the responsibility of the Contractor.

Irrigation scheduling programs will be set by the Department of Public Works or its representative. Any changes in programming must be done with prior City approval.

### **Irrigating Trees and Shrubs**

The City at its sole option may decide to plant new trees and/or other landscape material within the maintained area. The Contractor shall be responsible for providing adequate supplemental irrigation following planting to facilitate new growth during the establishment period. The Contractor at no additional cost to the City shall provide additional weed control, irrigation maintenance, and plant maintenance required until plants are established.



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### **Maintaining Shrubs and Ground Cover Plants**

All shrubs and ground cover plants growing in the work area shall be pruned, as required, to maintain plants in a healthy growing condition. Dead or damaged limbs or branches shall be removed *immediately* and all pruning cuts shall be made properly and cleanly with sharp pruning tools, with no projections or stubs remaining.

All plant pruning shall be accomplished in a manner which will permit the plants to grow naturally in accordance with their natural/normal growth characteristics. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance. A formal hedge, whether new or established, should be tapered so that it is wider at the bottom than the top, ensuring the lower part will get the sunlight it needs for healthy growth.

Remove any spent blossoms or dead flower stalks as required to present a neat and clean appearance.

Shrubs and mounding plants shall not exceed two feet (2') in height within areas required for vehicular sight distance depending upon roadway topography.

The Contractor shall:

- Trim ground cover plants adjacent to walks, walls, and/or fences as required for general containment to present a neat, clean appearance.
- Keep ground cover plants trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures.
- Not allow ground covers to grow up trees, into shrubs, or on structures or walls.
- Keep ground covers trimmed back approximately twelve inches (12") from structures or walls.
- Coordinate trimming around base of shrubs/trees with the City Representative.

### **Weed and Pest Control**

All landscaped spaces within the specified maintenance area shall be continuously kept free of weeds at all times. This means that complete removal of all weed growth shall be accomplished on a *continual* basis as weeds appear, and not just once every 30 days. Weeds shall be controlled by hand, mechanical, or chemical methods.

Effective pest control, including the control of vertebrate pests such as gophers, moles, and all such shall be performed in a safe manner for maximum control and also to minimize exposure to the surrounding environment.

Weed and pest controls must include the use of integrated pest management (IPM) practices wherever possible. Monitoring of pest populations and natural predators, cultural practices to promote healthy, pest-resistant plant material are just a few examples of techniques that can be employed to minimize and augment chemical methods.



Pesticides shall be applied at appropriate times which limit the possibility of environmental contamination through climatic or other factors and at the proper life cycle stage of the pests. Early morning application shall be used when possible to avoid environmental contamination from drift.

Application of all pesticides shall be carried out only by State-Licensed Pest Control Operators or Qualified Applicator License (QAL) holders.

Weed control chemicals shall be approved by the City prior to application. The Contractor is responsible for obtaining and maintaining site-specific written recommendations from a Pesticide Advisor prior to any applications. The Contractor is also responsible for all chemical use reporting required by the Department of Pesticide Regulation (DPR) in any area where herbicide and pesticide application will take place. Material Safety Data Sheets (MSDS) are required for all proposed chemical applications.

All noxious plant materials such as, but not limited to, poison oak, wild mustard, pampas grass, tamarix, *Arundo* cane, tumbleweeds, etc., shall be removed immediately by hand. All pathways, sidewalks, curbs, and gutters shall be kept free of weeds by use of contact weed control chemicals.

Weed grasses as well as broadleaf weeds shall be kept out of shrubs and groundcovers. Weeds and plant materials removed shall be disposed off site by the Contractor in a manner consistent with Federal, State, and Local rules and regulations. Turf and other plants killed by weeds, chemicals, etc., shall be replaced at the Contractor's expense. All replacements must be made after receiving notice from the City.

**Fertilization: Composition, Packaging, Schedule, Rate of Application**

All proposed fertilizers must be approved by City staff prior to purchase or application in the field. **All fertilizers must be of a homogeneous blend, and must be pre-approved prior to purchase, and an Open Space Inspector must count all bags, prior to application.**

Fertilizer shall be provided in fifty-pound (50-lb), multi-wall paper bags, polyethylene-lined for moisture resistance, or plastic bags.

The fertilizers shall be brought to the site in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages will *not* be accepted. The Contractor shall furnish the Director of Public Works or a designated representative with signed legible duplicate copies of all certificates and invoices for all fertilizer to be used.

The invoices must state the grade, amount, and quantity received. The Director of Public Works or his representative on site must sign both the copy to be retained by the City and the Contractor's copy before any material may be used. The Contractor may *not* begin the actual fertilizer application until approval by the City has been obtained.



Additionally, the Contractor shall submit as part of his written notice a schedule showing the site, amount of fertilizer (in number of bags) to be applied in the District, proposed date of application, and the approximate time of application of the fertilizer. Fertilizer type proposed requires prior City approval. The City shall be the sole judge of the acceptability of a fertilizer type. Material Safety Data Sheets (MSDS) shall be provided upon submittal of fertilizers for approval.

Adequate irrigation will immediately follow the application of fertilizer to force the fertilizer to rest directly on the soil surface. Care shall be taken to ensure the fertilizer does not become caught in the plant foliage above the soil line. Excessive watering must be avoided to prevent the erosion of fertilizing materials or soil.

In performing periodic operations as required herein, routine grounds maintenance services at the same work site such as, but not limited to, litter control, weed control, and irrigation shall continue *without* interruption.

**Fertilization: Trees, Shrubs, Ground Covers**

Fertilization of all trees, shrubs and ground cover plants, including plantings on hydroseeded banks within the District, shall be accomplished two (2) times per year by using an approved commercial grade fertilizer.

Fertilization shall be applied within the following time frame:

1. Sept 15-30
2. April 15-30

Fertilizer with a formulation of 12-4-6 or equivalent shall be applied at one (1) pound of actual nitrogen per 1,000 square feet of planted area for shrubs, vines groundcovers, and trees. Acceptable organic fertilizer would contain a combination of naturally derived organic components and synthetic organic and inorganic components. The organic portion will be derived from dehydrated poultry manure obtained primarily from layers. Combining the various components creates a mixture of materials that will stimulate microbial activity in the soil in a way that enhances conversion of nutrients into forms usable by plants. The manure should be heat-treated below the combustion point to remove moisture and kill any pathogens that may be present. Product will be routinely tested for presence of enteric bacteria. Composted organic components will not be acceptable. Any equivalent formulation must have the ability to lower pH in the short term to facilitate uptake of nutrients by plant materials.

**Fertilization: Turf**

Fertilization of all lawn areas within the designated work area shall be accomplished four (4) times per year with approved commercial grade fertilizers.

Fertilizer shall be applied to lawns within the following time frame:

1. September 1-15
2. November 15-30
3. March 1-15
4. June 1-15



Fertilizer shall be applied at one (1) pound of actual nitrogen per 1,000 square feet of planted area. Fertilization must occur in the months listed above and shall be accomplished to achieve an even green appearance. If fertilization results are patchy, remedial fertilizer must be applied immediately at the Contractor's expense. Acceptable fertilizers include: June application = Super Turf; September application = Super Iron 9-9-9; November application = Nitra king; March application = Iron Advantage; or pre-approved equivalents.

### **Lawn Maintenance**

Mowing shall be performed so that no more than one-third (1/3) of the grass blade is removed during each mowing in returning the grass to the accepted height for the species of grass being mowed. Inclement weather may preclude adherence to the frequency schedule. The Contractor may request alteration of this mowing frequency from the Director of Public Works or his designee for reasons of rain or prolonged cold.

The Contractor shall bag all lawn clippings.

The following mowing schedule shall apply to all Code 2 lawn areas listed in the bid portion of the contract document:

#### **Mowing Frequency & Requirements**

March 1 – November 30      1 time each week

December 1 – February 28      1 time every 2 weeks

All turf shall be edged adjacent to all improved surfaces. Where no improved surface exists, turf edges shall be maintained if the turf area abuts a shrub bed, property line, or to maintain turf delineation.

Lawn areas shall be aerated a minimum of two (2) times each year and will be scheduled to occur during the following time frame:

1. April 15-30
2. August 15-30

Under adverse conditions or as a result of high use where turf is suffering from compaction, aeration may be necessary at more frequent intervals. Aeration shall be done with a power-driven or tractor-pulled aerator using one-half-inch coring tines.

In performing periodic operations as required herein, routine grounds maintenance services at the same work site such as, but not limited to, litter control, weed control, and irrigation, shall continue *without* interruption.

### **Tree Maintenance**

Trees shall be pruned as required to remove dead, diseased, crowded, broken, or hazardous branches or for safety. The Contractor performing the tree work shall be responsible for targeted pruning that will ultimately develop proper tree scaffold branches, strength, and appearance consistent with current International Society of Arboriculture (ISA) and ANSI A300 pruning Standards. All major tree pruning operations shall be scheduled and approved by the City





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Representative before work begins. **All routine annual tree trimming shall begin November 1 and be completed no later than February 14.**

The Contractor shall check and correct tree stakes, ties, and guys as needed, adjust ties to prevent girdling, remove unneeded stakes, ties, and guys per City's request, and replace broken stakes as required.

Topping of trees will **not** be allowed. Climbing spurs, except in the case of emergency or tree removal, will not be allowed. Pruning shall be done under the direction of a Certified Arborist, utilizing proper techniques to promote healthy growth and to avoid damage from improper tree pruning methods. Tree wound dressing will not be allowed. When pruning Canary Island palm trees, equipment shall be disinfected before and after trimming each tree and prior to progressing to the next tree.

Low overhanging branches shall be maintained at a minimum height of 14 feet above street/roadway grade. Low branches overhanging sidewalks and parkways shall be maintained at a minimum height of eight (8) feet above grade. Ailing or stunted trees that fail to meet typical growth expectations shall be brought to the attention of the City Representative.

Under no circumstances will stripping of lower branches of young trees be permitted. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper-retained growth (tapered trunk). If there are doubts or questions, contact the City Representative.

All trees shall be maintained in their natural shapes. The Contractor shall continuously remove "hanger" limbs and other obvious safety hazards as required.

Trees lost from causes other than Contractor's negligence shall be removed and replaced by the Contractor with 15-gallon size trees at the City's expense. The Director of Public Works or his designee may specify an alternate tree species to replace the tree that was lost in each case. Any tree leaning or showing signs of root heaving shall be brought to the attention of the Director of Public Works or his designee. If, in the judgment of the Director of Public Works, the tree must be removed, the Contractor shall remove said tree by flush-cutting. Undesirable growth from the remaining stump shall be controlled by a City-approved method.

In performing periodic operations as required herein, routine grounds maintenance services at the same work site such as, but not limited to, litter control, weed control, and irrigation shall continue *without* interruption.

#### **Low Flow and Brow Channel Maintenance**

During the months of **September and October**, the Contractor shall clean all soil and debris from the channels and cut all the overhanging plant materials back such that staff can easily walk all ditches for inspection. All plant materials and debris, other than soil and rocks, shall be removed from the job site.



During the year, removal of woody plant materials growing in the cracks or edges of the channel shall be removed to prevent damage to the concrete. Also, any loose materials, other than soil, shall be removed during the contract year. Following the rainy season, removal of accumulated sedimentation will be required.

### **Removal of Debris**

Promptly after the pruning, trimming, weeding, edging, and other work required, the Contractor shall remove all debris generated by his/her performance of the work. Immediately after working in the areas of public walks, driveways, medians, or paved areas, they shall be thoroughly cleaned.

All areas shall be kept free of, but not limited to, the following: bottles, cans, paper, cardboard, and metallic items. Removal of common debris, including emptying of waste receptacles, shall be performed on a continual basis with a minimum of once a week pick-up. Areas containing medians, walkways, or asphaltic concrete, stamped or textured concrete, and/or concrete shall be swept as needed to maintain such walkways and areas in a safe and attractive manner.

### **Replacement of Plant Materials**

The Contractor shall replace any tree, shrub, or ground cover plant which is damaged or lost as a result of faulty maintenance at no additional cost to the City. The Director of Public Works or City representative shall be the sole judge of what constitutes “faulty maintenance”.

Any plant damaged or lost through vandalism shall be replaced at City expense. Charges for replacement of plants and trees lost through vandalism shall be at a mutually negotiated amount.

At the City’s sole discretion, it may be desirable to replace certain plants during the contract term. The Director of Public Works or City representative shall determine the necessity or desirability of such plant replacement. The Contractor shall be responsible for the maintenance of the replacement plants at no additional cost to the City. The City will be responsible for the cost of replacing the plants.

### **Brush Clearance**

Contractor will be responsible for yearly brush clearance where the Open Space District borders private property and when directed by the City’s Fire Marshal. A standard clearance of 10 feet from property line will be maintained with a minimum of 30 feet distance from any private residence. In areas where the residence may be closer than 20 feet to the property line, additional clearance may be required to establish the 30 feet minimum clearance. The Contractor shall take notice of potential areas to be cleared during the pre-bid inspection as no adjustment in contract pricing will be allowed after contract award. Cleared material shall be legally disposed of from the work area.

### **Environmental Regulations**






The Contractor is required to abide by all local, state, and federal laws related to environmentally sensitive lands located within the District. Large portions of Code 4 and Code 5 areas are located



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within Multiple Species Conservation Plan (MSCP) areas and may contain protected or endangered species. Any maintenance activities performed within these areas will be subject to all regulations contained within the MSCP and must be pre-approved and closely monitored by City of Chula Vista Environmental Planning staff.

OPEN SPACE LANDSCAPE MAINTENANCE  
AREA CODE DESCRIPTIONS

CODE #	AREA IDENTIFICATION CODE	DESCRIPTION
1	 <p><b>CODE 1</b></p>	<p>Areas containing permanent irrigation systems planted in ground cover, shrubs, and trees. Code 1 areas shall be kept <u>weed-free</u> at all times. Plant materials and grasses not consistent with established plantings are considered weeds. <u>Any areas not fully covered with planned ground covers are to be replanted by the contractor and grown to fully cover the areas during the normal growing season, at no additional cost to the City.</u> Weeding shall be done as necessary to create a well-balanced appearance.</p>
2	 <p><b>CODE 2</b></p>	<p>Code 2 areas are lawns with permanent irrigation systems. Weeding shall be done as necessary to create a well-manicured appearance.</p>
3	 <p><b>CODE 3</b></p>	<p>Areas containing permanent irrigation systems initially planted with hydroseed mix, ground covers, shrubs, and trees. Code 3 areas shall be kept weed-free as required by the Director of Public Works or his designee. Weeds are considered plants (wild flowers and grasses) not consistent with the original hydroseed mix. The intent is to maintain healthy vegetation for erosion control purposes.</p>
4		<p>Code 4 areas contain permanent or temporary irrigation systems in natural open space lands and slopes with indigenous plant growth. The Contractor shall do weed abatement in these areas, as required by the Director of Public Works or his designee, to control noxious plant materials such as tumbleweeds, pampas grass, tamarix, <i>Arundo</i> cane, etc. The Contractor shall maintain trails on a weekly basis to insure clear, smooth, trash-free travel routes, quarterly grooming to include re-compacting of loose material, and immediate response to needed repairs after rain. Trail maintenance includes header boards and curbing.</p>
5		<p>Two times per year, areas of non-irrigated open space shall be cleaned of debris including but not limited to the following: bottles, cans, paper, cardboard or metallic items. Removal of noxious plant materials such as tumbleweeds, pampas grass, tamarix, arundo cane, etc, as directed by the Director of Public Works or his designee.</p>



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### **Deficient Performance**

The Contractor shall be notified verbally or in writing each time performance is unsatisfactory and corrective action is necessary. The Contractor shall complete corrective action within the following time frames subsequent to verbal notification:

- a. Major irrigation malfunction must be repaired within twelve (12) hours.
- b. Public Health and Safety issues (Risk Management) shall be corrected immediately upon notification from the City Representative.
- c. Failure to comply with City-defined minimum manpower requirements will result in the immediate deficiency deduction of Two Hundred Dollars (\$200) per person per day from payments to the Contractor.
- d. Failure to immediately comply with conditions, specifications, schedules, and directives from the City Representative or Public Works Director will result in a deficiency deduction of Two Hundred Fifty Dollars (\$250) per instance from payments to the Contractor.
- e. Failure to mow, edge, trim, hedge, aerate, sweep, pick up trash/debris, perform brow channel or trail maintenance, perform brush management, apply chemicals, or prune in an approved, professional manner as specified in this contract or as directed by the City Representative or Public Works Director will result in a \$250 per day deduction until all deficiencies are corrected.
- f. Failure to comply with water restrictions imposed by Local Water Authorities will result in a deficiency deduction of Two Hundred Fifty Dollar (\$250) per occurrence. In addition, the Contractor shall be responsible for all other penalties imposed by Water Authorities due to Contractor neglect.
- g. Failure to respond to an emergency page/cell call during working hours within fifteen (15) minutes will result in a \$250 deficiency per occurrence. Failure to respond to an emergency page/cell call outside of normal hours within sixty (60) minutes will result in a \$250 deficiency per occurrence. Failure to comply with the Regional Water Quality Board/National Pollutant Discharge Elimination System (NPDES) restrictions/ guidelines imposed by Local Water Authorities will result in a deficiency deduction of Two Hundred Fifty Dollars (\$250) per occurrence. Additionally, the Contractor shall be responsible for all other imposed penalties by Water Authorities that are related to Contractor neglect.
- h. Failure to submit all monthly irrigation-tracking sheets will result in a deficiency deduction of Two Hundred Fifty Dollars (\$250.00) per occurrence.



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### **Withholding of Payments**

The City may withhold or permanently retain payments to such extent as may be necessary to protect the City from loss due to:

1. Work required in the specifications, which is defective, incomplete, or not performed.
2. Claims filed against the City for damage caused by the Contractor's acts or reasonable evidence indicating probable filing of claims.
3. Failure of the Contractor to make proper payments to subcontractors for materials or labor.
4. A reasonable doubt that the contract can be completed for the unpaid balance.

### **Failure to Perform Satisfactorily**

It is agreed and understood that if the Contractor fails to perform the work as required, the Director of Public Works (1) will pay only for the amount of service received as determined solely by the City, with an appropriate downward adjustment in contract price, or (2) may have such required work done by City crews or otherwise and charge the cost thereof to the Contractor or Contractor's surety agent.

Those discrepancies and deficiencies in the work that remain uncorrected may result in billing adjustments in the following month. Billing adjustments for this unsatisfactory service shall be permanent retention of 100% of the estimated monthly cost for work that is incomplete or deficient as stated herein.

Should failure to perform persist, the City reserves the right to take action against the performance bond or terminate the contract.



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## General Conditions

### Bidder's Security

A bid security in an amount equal to ten percent (10%) of the bid is required. The bid security may be furnished in the form of cash, cashier's check, certified check, or a bid bond. If the bid security is a bond, it shall be executed by a surety company authorized to transact business in the State of California. *The bid security must be included in the sealed envelope with the bid proposal.*

### Faithful Performance Bond

Contractor shall furnish the City with a surety bond conditioned upon the faithful performance of the contract. The bond shall be in a sum equal to twenty-five percent (25%) of the amount of contract price. This bond shall be executed by a surety company authorized to do business in the State of California and approved by the City of Chula Vista. An endorsed Certificate of Deposit, money order, or certified check may be provided in lieu of an actual bond. Such bond or deposit shall be forfeited to the City in the event that the contractor fails or refuses to fulfill all performance requirements of the contract.

If the contract is optioned for future years, for the purpose of renewing the contract, the Contractor shall provide a new valid faithful performance bond no later than thirty (30) prior to the current faithful performance bond expiration date. Failure by the Contractor to provide the new faithful performance bond shall be considered a default by Contractor and may subject the Contractor to a suspension or termination of work under the contract.

### Insurance

A. Contractor shall, throughout the duration of the contract, maintain comprehensive general liability, property damage, and automobile insurance, or commercial general liability insurance, covering all operations of Contractor, its agents and employees, performed in connection with the contract, including but not limited to premises and automobiles.

B. Contractor shall maintain the following minimum limits:

General Liability

Combined Single Limit Per Occurrence	\$1,000,000
General Liability	\$1,000,000
Property Damage	\$1,000,000
Automobile Liability	\$1,000,000

The City reserves the right to require insurance for a higher coverage than the minimum limits.

C. All insurance companies affording coverage to the Contractor shall be required to add the City of Chula Vista as an "additional insured" under the insurance policy for all work performed in accordance with the contract. All insurance companies policies shall be issued by a carrier that has Best's rating of "A; Class V" or better, or shall meet the approval of City's Risk Manager.



- D. All insurance companies affording coverage shall provide thirty (30) days written notice to the City of Chula Vista should the policy be canceled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- E Evidence of such coverage, in the form of a Certificate of Insurance and Policy Endorsement, shall be submitted to the Purchasing Division within ten (10) days after the award of a Contract. This endorsement must be on a separate "Schedule B". Contractor shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the Contractor to provide such a substitution and extend the policy expiration date shall be considered a default by Contractor and may subject the Contractor to a suspension or termination of work under the contract.

Insurance Certificates shall not include "Modified Occurrence" restrictions. No substitutions shall be allowed.

#### **Worker's Compensation Insurance**

The Contractor shall also carry Worker's Compensation insurance in statutory amount and Employer's Liability coverage in an amount not less than \$500,000 and up to \$1,000,000 at the City's discretion; evidence of which is to be furnished to the City in the form of Certificate of Insurance.

#### **Hold Harmless and Indemnification**

Contractor shall defend, indemnify, protect, and hold harmless the City of Chula Vista, its elected and appointed officers and employees, from and against any and all claims for damages, liability, cost and expense (including without limitation attorney's fees) arising out of the conduct of the Contractor, or any agent or employee, subcontractors, or others in connection with the execution of the work covered by the contract, except only for those claims arising from the sole negligence or sole willful misconduct of the City, its officers, or employees.

Contractor's indemnification shall include any and all costs, expenses, attorney's fees, and liability incurred by the City, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, Contractor at its sole expense shall, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, or employees. Contractor's indemnification of City shall not be limited by any prior or subsequent declaration by the Contractor.

#### **Taxes**

All applicable State or Federal taxes shall be considered as included in the amount paid for services performed. The Contractor shall be responsible for payment of such taxes to the proper governmental authority.

#### **Licenses and Permits**





Contractor and all subcontractors, if any, shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code, State of California.

Contractor shall procure all licenses and permits required to perform the work described. Contractor shall further pay all charges and fees required to maintain required licenses and permits. The Contractor and subcontractors shall possess a valid City of Chula Vista Business License while performing work within City limits.

**Term**

Contractor shall perform all services required as specified on the Bid Form through June 30, 2017. The City may elect to exercise options to renew the contract for three (3) additional one (1) year periods (“option years”):

- (1) July 1, 2018 through June 30, 2019
- (2) July 1, 2019 through June 30, 2020
- (3) July 1, 2020 through June 30, 2021

Additional extensions of one (1) year, or part thereof, shall be by mutual agreement of the Contractor and City.

**In the event the Contractor chooses not to accept the City’s offer to renew the contract through an Option Year extension, the Contractor is required to notify the City of such no less than ninety (90) days prior to the start of the Option Year extension.**

**Price Adjustment Clause**

Prices shall be firm for the initial contract period. However, if it is determined that the San Diego Area Consumer Price Index for Urban Wages Earners and Clerical Workers (CPI-W) has changed for the option years, the Contractor, after (1) giving written notice of such change, and (2) furnishing the City with copies of the change (from January 1 of the previous year to January 1 of the current contract year); may adjust the price quoted to the City by an amount not to exceed the percentage variant in the CPI-W during the previous 12 months, or five per cent (5 %) of the price quoted, whichever is less.

Only one (1) price adjustment will be allowed for each option year. Written requests for option year price adjustments shall be made prior to **April 1** of the contract year. The City reserves the right to accept option year price increases or terminate the contract without penalty.

**Measurement of Quantities for Unit Price Work**

The estimate of the quantities of work to be done and materials to be furnished are approximate only, being given as a basis for the comparison of bids. The City of Chula Vista does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease by any amount or to omit portions of the work as may be deemed necessary or expedient by the City with no adjustment in unit price. The City of Chula Vista reserves the right to use Contractor unit pricing to facilitate Developer turn-overs for landscaped area being added to any CFD area or adjacent to CFD maintained areas.

**Cooperation**

Contractor shall work closely with the Director of Public Works in performing work required to achieve the result which the City expects Contractor to accomplish. The Director of Public Works may delegate authority in connection with this Agreement to the Open Space Manager. For the purposes of directing the Contractor's performance, authority is hereby delegated to the Open Space Manager.

**Inspection by City**

The City will inspect the work area to ensure adequacy of maintenance and that methods of performing the work are in compliance with the contract. Discrepancies and deficiencies in the work shall be corrected by the Contractor immediately upon notification by the City.

Maintenance services performed by the Contractor shall be performed to the satisfaction of City, Director of Public Works, or his designee.

**Method of Payment; Monthly Reports**

The Contractor will be paid monthly, in arrears, for work performed satisfactorily. By the fifth day of each month, the Contractor shall submit a detailed report of maintenance performed and materials used, areas and/or units affected, and staff hours expended in the prior month as well as the required Monthly Irrigation Tracking Form (see Irrigation section page 3), irrigation parts billing and monthly maintenance billing.

The monthly report shall also include a statement of all applications of herbicides, rodenticide, and pesticides detailing the chemical used, quantity, rate of application, area in which used, and the purpose of the application.

Upon successful completion of a month's work, payment will be made equal to one twelfth of the annual contract bid price. Billing shall be in accordance with bid prices submitted and allowing for City approved adjustments, if any.

**Emergency Calls**

The Contractor shall have the capability to receive and respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the Director of Public Works shall be referred to the Contractor for immediate disposition.

**Personnel**

The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of the Director of Public Works, all work required under this contract during the regular and prescribed hours.

All such personnel shall be physically able to do their assigned work. The Contractor and his employees shall conduct themselves in a proper, safe, and efficient manner at all times and shall cause the least possible annoyance to the public. They shall be fully clothed in suitable uniform attire with a company-identifying marker (personnel fully clothed and wearing a safety vest with the company identification on the back will be considered suitable uniform attire). The Director of Public Works will require the 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 of Chula Vista.

The Contractor shall have competent supervisors, who may be working supervisors, on the job at all times work is being performed, who are capable of discussing in English with the Director of Public Works matters pertaining to work required. Supervisors must have a minimum of three (3) years of actual field experience and must be able to demonstrate to the satisfaction of the Director of Public Works 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 of Public Works. In addition, a non-working supervisor shall inspect all areas under the contract a minimum of once per month with the Director of Public Works or his designee.

**Independent Contractor**

Contractor's relationship to the City shall be that of an independent contractor. Contractor shall have no authority, expressed or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever. Contractor shall be solely responsible for the performance of any of its employees, agents or subcontractors under any contract awarded. Contractor shall report to the City any and all employees, agents, and subcontractors and/or consultants performing work, in connection with this project, and all shall be subject to prior approval of the City.

**Prevailing Wages**

Legislation by the State of California imposes prevailing wage requirements on the work to be performed by Contractor during the term of this contract.

***Department of Industrial Relations (DIR) Registration Requirements***

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public



works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

- This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

### ***Wage Rates for State-funded Projects/Contracts***

The contractor and its subcontractors are required by bid specifications to pay prevailing wage ("Prevailing Wage Rates") to persons employed by them for work under this Contract. In accordance with the provisions of Section 1773 of the Labor Code of the State of California, the City of Chula Vista has ascertained the general prevailing wage scales applicable to the work to be done. The prevailing wage scales are those determined by the Director of Industrial Relations, State of California.

The State prevailing wage rates determination is available directly from the State of California Director of Industrial Relations home page under [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/).

### **Non-Discrimination**

The City of Chula Vista hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this notice, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

### **Termination for Cause**

The following conditions constitute default for which the City may terminate a contract:

- A. Any material misrepresentation, whether negligent or intentional, by Contractor.
- B. Contractor's failure to perform any of its material obligations under a contract, including but not limited to:
  1. Failure to perform any obligations reasonably within Contractor's control (including but not limited to lack of sufficient or adequate personnel, equipment, and/or materials);
  2. Contractor's failure to promptly perform or correct any of its obligations;
  3. Contractor's unapproved discontinuance of any of its obligations required under a contract;
  4. Contractor's insolvency, filing for bankruptcy, or unapproved assignment for the benefit of creditors or otherwise;

Prior to terminating a contract for cause, the City will first notify the Contractor in writing of such failure to meet the obligations of a contract. Within ten (10) calendar days of such written notice, Contractor shall have corrected the failure or shall have provided a written cure plan acceptable to the City that outlines its current or planned actions to correct such failure. If the Contractor fails to cure such breach or provide a written cure plan acceptable to the City within the ten (10) day time period, then the City shall have the right to terminate the contract by giving written notice to Contractor specifying the effective date of such termination.



In addition to the remedy set forth above, the City retains the right to pursue any and all other available remedies under law or in equity, including but without limitation, action against the performance bond.

Where public interest or necessity demands the immediate termination of the contract to safeguard life, health, or property, the City may terminate the contract immediately without prior notice of deficiencies, and no opportunity to cure failures will be provided.

**Termination for Convenience**

City may terminate the contract at any time, and for any reason, by giving specific written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. If the contract is terminated by City as provided in this paragraph, Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Contractor expressly agrees that no further penalties, remedies, or consideration would be forthcoming in the event of termination for convenience.

**Interpretation of Agreement**

The interpretation, validity and enforcement of any contract awarded shall be governed by and construed under the laws of the State of California.

The Contractor shall be responsible for complying with any Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the contract shall be construed as not containing such provision, and all other provisions that are otherwise lawful shall remain in full force and effect, and to this end the provisions of the contract are severable.

**Administrative Claims Requirement and Procedure**

No suit shall be brought against the City arising out of a contract awarded, unless a claim has first been presented in writing and filed with the City of Chula Vista and acted upon by the City of Chula Vista in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may from time to time be amended, the provisions of which are incorporated by this reference as if fully set forth herein, and such policies and procedures used by the City in the implementation of same.

Upon request by the City, Contractor shall meet and confer in good faith with the City for the purpose of resolving any dispute over contract terms and conditions.