COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"
Russ Guiney, Director

October 3, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF A REIMBURSEMENT AGREEMENT FOR THE MAINTENANCE OF LANDSCAPING AND LIGHTING ACT DISTRICT NO. 4, ZONE 73
(Fifth District, 3-Vote Matter)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Parks and Recreation to sign the attached Reimbursement Agreement with Newhall Land and Farming Company for costs associated with the maintenance of the Westridge Landscaping and Lighting Act District Zone No. 73.

PURPOSE OF RECOMMENDED ACTIONS/JUSTIFICATION

The recommended action will allow for the continued provision of landscaping services for Landscaping and Lighting Act District No. 4, Zone 73, Westridge.

On July 10, 2001, your Board formed Landscaping and Lighting Act District No. 4, Zone 73, Westridge and ordered the levying of assessments within the Zone for the purpose of maintaining landscape improvements within the Zone. As part of the same action, your Board further authorized the Director of Parks and Recreation (Director) to accept, on behalf of Los Angeles County Landscaping and Lighting Act District No. 4 (District), the Grants of Easement to designated landscaped areas and open space pursuant to the Tract conditions approved for the Zone.

Acceptance of the Grant of Easements was contingent upon the developer, Newhall Land and Farming, installing landscaping to the satisfaction of the District and receipt by the Director of signed Grants of Easement. Upon acceptance of the Grants of Easements, the District was to assume all maintenance of the landscape areas and open space covered by those Easements.

On February 1, 2006, District staff determined that the installation of the landscaping by the developer was done to the satisfaction of the District. On February 26, 2006, Newhall Land and Farming delivered Grants of Easement to the Director for Zone 73.

The Director has been unable to accept the Grants of Easement as the District does not have a contract with a landscape contractor and, therefore, is not in a position to provide the required maintenance of the landscape areas and open space within the Zone.

The proposed Agreement will allow Newhall Land and Farming to be reimbursed for the costs of maintenance of the landscape areas in District 4, Zone 73 until such time as the District has a contract in place for these services. Under the terms of the Agreement, the Department would reimburse Newhall Land and Farming for direct costs associated with maintaining the landscaping, plus a five percent (5%) administrative fee, effective upon approval by your Board and execution of the Agreement by the Director.

In order to provide sufficient time for solicitation and to provide for any unforeseen issues in the solicitation process, the term of the Agreement is on a month-to-month basis for a period not to exceed eight (8) months. The Agreement also allows for a 30 day cancellation in the event the award of a contract occurs prior to the expiration of the interim term.

Implementation of Strategic Plan Goals

Approval of the recommended action supports County Strategic Plan Goal No. 4, Fiscal Responsibility, and Goal No. 6, Community Services, by providing for the continuation of services pending completion of the contracting processes.

FISCAL IMPACT/FINANCING

This action will have no impact on the County General Fund. Under the proposed agreement, the Department would reimburse Newhall Land and Farming for costs incurred in the provision of landscape maintenance in Zone 73 in the approximate amount of $36,310 per month. All costs associated with the reimbursement agreement would be funded from collected assessments in Zone 73, Westridge. The Department has sufficient funds available in the Zone to pay the costs since benefit assessments have been collected since Fiscal Year 2001-02.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Newhall Land and Farming Company, developer of the unincorporated areas known as the Westridge, was responsible for the installation of landscape improvements consisting of planted and weed abatement slopes, shrubs, turf, trees, automated irrigation systems, drainage devises and other appurtenant improvements. The District was to assume all maintenance of the landscape areas in the Westridge area; however, the District does not have a contract in place to provide these services. The Department issued an RFP for these services on March 27, 2006 and on April 19, 2006, this Department held a proposal conference to review the landscape maintenance parameters for the Westridge Area Zone 73. Proposals were received on May 1, 2006, and evaluated for content and meeting the minimum qualifications. Subsequent to the receipt of proposals, we received a protest letter from one of the proposers indicating that they had met the minimum qualifications and provided the necessary information requested under the Request for Proposals (RFP). Based on our evaluation and discussion with County Counsel, it was recommended on September 12, 2006, that this Department reject all proposals as provided for in the RFP. The Department is currently in the process of revising the RFP for the Westridge Area, Zone 73, and anticipates returning to your Board in May to execute a landscape contract for this Zone and the District will assume responsibility for the maintenance starting June1, 2007.

County Counsel has approved this Agreement as to form and Newhall Land and Farming will provide the required insurance policy naming the County of Los Angeles and its Special Districts as an additional insured.

ENVIRONMENTAL DOCUMENTATION

The approval of the Agreement is not subject to the California Environmental Quality Act in that the action does not meet the definition of a project according to Section 15378 (b) (5) because the action is an administrative activity of government that will not result in direct or indirect physical changes in the environment.

CONCLUSION

Please instruct the Executive Office-Clerk of the Board to return four (4) conformed copies of this action to Parks and Recreation for further processing.

Respectfully submitted,

Russ Guiney
Director

RG:KH:MK:tv

Attachments

c: Executive Officer (22)
Chief Administrative Officer
County Counsel

AGREEMENT FOR REIMBURSEMENT
OF LANDSCAPE MAINTENANCE SERVICES
FOR LANDSCAPING AND LIGHTING ACT DISTRICT NO. 4, ZONE 73 WESTRIDGE

THIS AGREEMENT is made this _____ day of _____, 2006, by the County of Los Angeles ("County"), a political subdivision of the State of California, and The Newhall Land and Farming Company (a California Limited Partnership), a Limited Partnership, hereinafter the "Developer".

WHEREAS, on July 10, 2001, the Board of Supervisors of the County of Los Angeles formed Landscape and Lighting Act District No. 4, Zone 73, Westridge; and ordered the levying of an assessment within the Zone for the purpose of maintaining landscape improvements within the Zone; and

WHEREAS, on July 10, 2001, the Board of Supervisors of the County of Los Angeles further authorized the Director of Parks and Recreation ("Director") to accept, on behalf of Los Angeles County Landscaping and Lighting Act District No. 4 ("District"), the Grants of Easement to designated landscaped areas and open space pursuant to the Tract conditions approved for the Zone; and

WHEREAS, acceptance of the Grants of Easements was contingent upon the Developer installing landscaping to the satisfaction of the District and the receipt by the Director of executed Grants of Easement; and

WHEREAS, upon acceptance of the Grants of Easements, the District was to assume all maintenance of the landscape areas and open space covered by said Easements; and

WHEREAS, on February 1, 2006, District staff determined that the installation of the landscaping by the Developer was done to the satisfaction of the District; and

WHEREAS, February 26, 2006, the Developer delivered Grants of Easement to the Director; and

WHEREAS, the Director has been unable to accept the Grants of Easement as the District does not have a contract with a landscape contractor and, therefore, is not in a position to provide the required maintenance of the landscape areas and open space within the Zone; and

WHEREAS, since Fiscal Year 2001-02, the District has levied and collected from property owners within the Zone a benefit assessment for the purpose of providing maintenance and servicing of the Zone; and

WHEREAS, sufficient funds have been collected to provide maintenance and servicing of the Zone; and

WHEREAS, the County finds it to be in the best interest of the public and the property owners within the Zone to provide for the continued maintenance of the landscape areas and open space within the Zone without interruption until the District obtains a contract with a landscape maintenance contractor,

THEREFORE, THE COUNTY AND DEVELOPER AGREE AS FOLLOWS:

1. Term and Termination

   The term of this Agreement shall be from the date first written above and continue on a month to month for a period not to exceed eight (8) months. The County may terminate this Agreement, at will, upon giving developer 30 days written advance notice of such termination.

2. Provision of Services

   Developer agrees to continue to provide landscaping maintenance and servicing to the landscaped areas and open spaces within the Zone until the expiration or earlier termination of this Agreement. Said services shall include the landscape maintenance services contained in Attachment A.

3. Sum

   The County agrees to reimburse the Developer for the actual direct costs of landscape maintenance and servicing provided to the Zone as provided in No. 2 above plus a five percent administrative fee. Such reimbursement shall include all costs incurred by Developer from the effective date of this Agreement and will continue until the expiration or earlier termination of this Agreement.

4. Payments

   County agrees to reimburse the Developer within 30 days of receiving an invoice from the Developer, which shall include detailed statements from its contractor of work performed and certification by the Developer that those statements represent the true actual costs paid by the Developer for landscape maintenance and servicing within the Zone.

5. Grants of Easement

   Developer agrees that Director will not accept the Grants of Easement prior to the date upon which the Board of Supervisors approves a contract for landscape maintenance services for the Zone.

6. Transfer of Maintenance Responsibilities

Developer agrees to work cooperatively with the District to transfer maintenance responsibilities including, but not limited to, attending and requiring its contractor to attend a turnover walkthrough and meeting.

7. County Right to Audit and Inspect Records

The Developer shall maintain accurate and complete financial records of its activities and operations relating to this Agreement and shall make such records available to the County or its authorized representatives upon request for the purpose of verifying the accuracy and legitimacy of any such payments by the County pursuant to this Agreement. Such records shall be made available during the term of this Agreement and for one year after the expiration or earlier termination of this Agreement.

If, upon review of said records, the County determines that County's liability for reimbursement under this Agreement is less than the payments made by the County to the Developer, then the difference shall be repaid by the Developer to the County by cash payment upon demand. If upon review of said records the County determines that the County's liability for reimbursement under this Agreement is more than the payments made by the County to the Developer, then the difference shall be paid to the Developer by the County by cash payment.

8. Indemnification/Insurance

The Developer shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and connected with the Developer's acts and/or omissions arising from and/or related to this Agreement.

Without limiting the Developer's indemnification of the County and during the term of this contract, the Developer, or any subcontractor hired by the Developer for the purpose of performing landscape maintenance and servicing under this Agreement, will maintain general liability insurance in the amount of $2 million aggregate, automobile liability insurance with a limit of liability of not less than $1 million and Workers' Compensation and Employers' Liability insurance. The general liability insurance and automobile liability insurance shall name the County of Los Angeles and its Special Districts as an additional insured.

IN WITNESS THEREOF, the Developer has executed this Agreement or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Director of the Department of Parks and Recreation, the day and year first written above.

COUNTY OF LOS ANGELES

By: _____
Director of Parks & Recreation

NEWHALL LAND AND FARMING COMPANY (A CALIFORNIA LIMITED PARTNERSHIP) A LIMITED PARTNERSHIP

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Senior Deputy

ATTACHMENT A
STATEMENT OF WORK

SPECIFICATIONS FOR THE PROVISION OF LANDSCAPE AND APPURTENANT MAINTENANCE SERVICES FOR LANDSCAPING AND LIGHTING ACT (LLA) DISTRICTS

1. TURF CARE

1.01 The Contractor shall perform at his sole expense the following services:

a. Mowing

Turf shall be mowed with an adequately sharpened rotary or reel-type mower, equipped with rollers, to ensure a smooth surface appearance without scalping. All cool season grasses (Blue Grass and Fescues) to be cut at 2-1/2 inches during April through November and at 2 inches during December to March of each year. The mowing heights will be adjusted by the Director during periods of renovation. All grass clippings will be collected and removed from the site on the same day the area is mowed. A mowing schedule will be established and maintained. This schedule will provide that all areas will be mowed not less than once a week during the warm season of April to November and once every two weeks during the cool season of December to March. This schedule will be submitted to the Director for approval.

b. Power Edge

With each cutting, the edge of the grass along sidewalks, curbs, shrub and flower beds, and walls shall be trimmed to a neat and uniform line. Where trees and shrubs occur in turf areas, all grass shall be removed 6 inches from the trunks of trees and away from the drip line of shrubs by use of power scythe, approved chemicals, or small mowers as required. Trim around all sprinkler heads as necessary in order to provide maximum water coverage. Edging will be done concurrent with each mowing. The edge of the turf shall be trimmed around valve boxes, meter boxes, backflow devices or any structures located within the turf areas. All turf edges are to be maintained to prevent grass invasion into adjacent shrub, flower, and ground cover bed areas. All clippings shall be removed from the site the same day area is edged. After mowing and edging is completed all adjacent walkways shall be cleaned to remove accumulated debris and limit hazardous conditions.

c. Weed Control

Control turf weeds as needed and in accordance with the Annual Maintenance Program Schedule (Exhibit A-3). Hand removal of noxious weeds or grasses will be required as necessary.

d. Insect, Ants, Mollusk and Disease Control

Eliminate all insect, ants, mollusk and disease affecting turf areas as they occur.

e. Aerification

Aerate all turf areas two (2) times annually (May, prior to fertilization and September, prior to fertilization) in accordance with the Annual Maintenance Program Schedule or at the discretion of the Director. Aerate all turf by using ½ inch tines removing 2-inch cores of sod with an aerator machine at not more than 6-inch spacing once over. Director is to be notified at least two (2) weeks prior to the exact date of aerating.

f. Thatch Removal

Verticut all cool season grasses once annually prior to the overseeing operation to be performed in accordance with the Annual Maintenance Program Schedule. Equipment will consist of standard renovating or vertical mowing types. Director is to be notified at least two (2) weeks prior to the exact date of renovation.

g. Irrigation

Irrigation, including hand watering and bleeding of valves during an emergency situation, as required to maintain adequate growth rate and appearance and in accordance with a schedule most conducive to plant growth. Contractor shall have a minimum of two (2) personnel proficient in the operation and programming of Cal Sense ET1 Controllers. Contractor shall procure, (at contractor's expense estimated $5,200), operate and maintain Cal Sense Command1 Central Computer System at Contractor office throughout the duration of the contract. Contractor shall maintain eight (8) times per year Cal Sense ET GANEE per manufacturer's specifications. Contractor shall contact manufacturer for service and training at (800) 572-8608 on an as-needed basis. Contractor to provide Director with quarterly written irrigation schedule (Exhibit A-7 and A-8) attached hereto. Director shall have the ability to change the irrigation schedule. During winter months or when weather is 32 degrees or lower, contractor shall run

irrigation booster pump once a week for a minimum of ten minutes. Adequate soil moisture will be determined by programming the automatic sprinkler controllers as follows:

1. Consideration must be given to the soil conditions, season temperatures, wind conditions, humidity, minimizing runoff and the relationship of conditions which affect day and night watering. This may include daytime watering during winter weather to prevent icy conditions and manual operation of the irrigation system during periods of windy or inclement weather. During freezing and/or windy conditions, automatic irrigation will be discontinued.

2. In areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night (between the hours of 7:00 p.m. and 6:00 a.m.).

3. The Contractor shall be responsible for monitoring all systems within the jurisdiction of this specification and correct for: coverage, adjustment, clogging of lines, and removal of obstacles, including plant materials which obstruct the spray.

4. Check systems and adjust and/or repair any sprinkler heads causing excessive runoff, including slope areas, or which throw directly onto roadway paving or walks (where sprinkler heads can be adjusted) within the District.

5. All controllers shall be adjusted to consider the water requirements of each season, plant community, and adverse weather changes.

6. Irrigation system will be controlled by 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.

7. The Contractor shall observe and note any deficiencies occurring from the original design and review these findings with the Director, so necessary improvements can be considered.

8. Contractor shall repair all leaking or defective valves immediately upon occurrence, or within twenty-four (24) hours following notification from the Director of such a deficiency.

9. 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.

10. Contractor shall file a monthly statement with the Department of Parks and Recreation certifying that all irrigation systems are functioning properly and provide an irrigation schedule on a quarterly basis.

11. Contractor shall also be required to file a yearly certification with the Department of Health Services that all backflow prevention devices on the irrigation systems are operating in accordance with the requirements established by the County of Los Angeles, Health Services Department. It will be the responsibility of the Contractor to repair and replace when necessary subject to the provisions of Section 6 hereunder all backflow prevention devices at his sole expense. Said certification shall be completed within thirty (30) days upon notification to the Department of Health Services that said certifications are made.

12. The bleeding of valves and hand watering are to be used only in emergency situations.

h. Fertilization

Turf shall be fertilized two times per year with Best – Triple Twelve 12-12-12 during the months of May and September. All fertilizer used shall be inorganic and granular. Rate for each application shall be one (1) pound of actual available nitrogen per one thousand (1,000) square feet of turf area. In addition to the balanced-type commercial fertilization, the Contractor shall fertilize all turf areas with Best – Turf Supreme 16-6-8 four times a year during March (after aeration), April, October and November of each calendar year at a rate of one (1) pound of actual available nitrogen per one thousand (1,000) square feet. All turf areas fertilized shall be thoroughly soaked immediately after fertilization. Soil tests shall be taken by Contractor one (1) time per year during the month of March. Fertilizer materials and rates maybe adjusted by Director based on test results.

i. Turf Reseeding

Contractor shall once each year during the month of September, overseed all turf areas after aerification and overseed all bare spots as needed throughout the remainder of the year to reestablish turf to an acceptable quality. When Contractor reseeds turf, he will aerify, renovate, or verticut, seed and mulch (spread evenly over the entire area to a uniform depth of ¼ inch) in this sequence. The Director may require the use of sod when deemed necessary. Contractor shall be entitled to additional

compensation for the cost of the sod only provided loss of turf was not due to the negligence of the Contractor.

Overseeing shall be sown at a rate of five (5) pounds per one thousand (1,000) square feet and reseeding of bare areas shall be sown at a rate of eight (8) pounds per one thousand (1,000) square feet. The following seed specifications shall be used for all overseeing and reseeding and may be adjusted at the Director's discretion.

Name	Proportion by Weight	Purity	Germination
Newport Blue Grass	20%	95%	90%
Lolium Perenne "Pennfine" Rye	26-1/3%	95%	85%
Pennant Rye 26-1/3%		95%	85%
Derby Rye 26-1/3%		95%	85%

2. SHRUB, GROUND COVER AND VINE CARE

2.01 The Contractor shall perform at his sole expense the following services:

a. Pruning (with hand pruners/loppers/saws)

As indicated by the Director, prune shrubbery between the months of January and March to encourage healthy growth habits pertaining to each individual species of plant, and for an overall balanced shape and appearance. All shrubs shall be free of dead wood, weak, diseased, insect-infested, and damaged limbs shall at all times. In general, selective thinning cuts should be made; not "heading" or tipping" cuts. Some growth will need to be thinned or lifted slightly, one foot (1') to two feet (2'), to allow all sprinklers to spray freely. Remove all clippings the same day shrubbery is pruned.

b. Trimming (with hedge shears or hand-pruners)

Restrict growth by trimming shrubbery and ground covers to area behind curbs and walkways, within planter beds and away from walls, fences and utilities as necessary, or upon written notice by the Director. Keep ground cover trimmed two feet (2') diameter from the base of shrubs. For all high-branches, open shrubbery and all trees, keep ground cover trimmed one foot (1') away from outer perimeter of trunks. For all trees in turf areas, spray a two foot (2') radius clearing out from perimeter of trunk and mulch. Do not use string trimmers/weed whippers around trees and shrubs. Trim designated formal hedges and/or shrubs to heights indicated by the Director.

Trim clinging vines (e.g., Ivy, Ficus, Virginia Creeper) to stay on block wall surfaces - not on buildings (except as designated) nor entangled in groundcover, shrubs or trees.

c. Renovation

Renovate ground covers (e.g. Rosemary, Acacia) according to prescribed practices in the industry as needed to maintain a healthy vigorous appearance and growth rate. All Rosemary ground cover to be renovated and lowered once per year during the months of February through March. Ground cover height shall be at the discretion of the Director.

d. Insect, Mollusk, Ant and Disease Control

Maintain free of disease, insects, ants and mollusks and treat when needed pursuant to Section 4.01.

e. Weed Control

All ground cover and shrub beds are to be kept weed free at all times. Methods for control can incorporate one or all three of the following:

1. Hand removal
2. Cultivation
3. Chemical eradication (mainly within point irrigated areas). No hand weeding on slopes that utilize jute netting. Use chemical eradication twice a year.

f. Fertilization

Mechanically broadcast or individually apply (point irrigation) fertilizer three (3) times per year during the months of March (Best – Triple Twelve 12-12-12), May (Best – Supreme 16-6-8), and September (Best – Supreme 16-6-8). Individually apply Best Triple Twelve 12-12-12 at the rate of 1 cup per plant, to all plants serviced by a point irrigation system. Contractor will cultivate into soil. Soil tests shall be taken by Contractor one (1) time per year during the month of March. One soils test with complete analysis and recommendation(s) shall be taken for every five acres of designated landscape areas. Test site(s) to be determined by the Director. Fertilizer materials and rates maybe adjusted by Director based on test results. The Contractor shall provide the Director with a fertilization schedule, with two (2) weeks' notification prior to the proposed fertilization.

g. Irrigation

Irrigation will be programmed in conjunction with automatic controllers or manual control valves servicing turf or ground cover and shrub areas in accordance with the requirements of Section 1.01, Paragraph g of this specification.

h. Shrub and Ground Cover Replacement

All damaged, diseased (untreatable) or dead shrubs and ground covers will be replaced as provided for under the provisions of Section 5 of the Administrative Specifications with the exact same material that existed and of similar size as required by the Director unless otherwise notified by the Director in writing. Shrubs and ground covers damaged or lost due to Contractor negligence shall be replaced at Contractor's expense. Shrubs and ground covers damaged or lost due to vandalism shall be replaced at Contractor's expense. Substitutions for any plant materials must have prior approval in writing by the Director. Original plans and specifications should be consulted to determine correct identification of species. All shrubs shall be guaranteed to live and remain in healthy condition for no less than six (6) months from the date of acceptance of the job by the Director.

3. TREE CARE

3.01 The Contractor shall perform at his sole expense the following services:

a. Tree Maintenance

1. Maintain seven (7) foot clearance for branches overhanging walks and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of streets where applicable.

2. Control insects and diseases as needed pursuant to the provisions of Section 4.

3. Stake and support all replacement trees and replace stakes which have been broken or damaged on existing trees as required.

i. Tree stakes shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees and not less than ten (10) feet for fifteen (15) gallon trees sizes, (two (2) per tree).

ii. Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge wire (two (2) ties per tree).

iii. Hose for covering wire to be either new or used garden hose at least one-half (1/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).

iv. Stakes will not be placed closer than eight (8) inches from trunk of the tree.

v. Stakes and ties will be placed so no chafing of bark occurs and shall be checked frequently and retied to prevent girdling.

b. Tree Pruning

During the first three (3) years, head back lower branches and prune all trees, including those on the slopes, for correct branching structure.

c. Fertilization

Apply/install tree fertilizer tablets (Best – Best Tabs 20-10-5) within drip line of tree two times per year (during the months of May and October).

d. Irrigation

Irrigation will be programmed in conjunction with automatic controllers or manual control valves servicing turf or ground cover and shrub areas in accordance with the requirements of Section 1.01, Paragraph g.

e. Tree Replacement

All trees permanently damaged will be replaced as provided for under Section 5 of the Administrative Specifications with the identical species of tree existing previously, unless otherwise notified in writing by the Director. The need for and the size of replacement will be determined by the Director at the monthly maintenance inspection meeting or upon written notification. Size of the replacement shall be of a like size not to exceed a 24-inch box specimen container size. Substitutions will require prior written approval by the Director. Original plans and specifications should be consulted to insure correct identification of species. Trees permanently damaged or lost due to vandalism shall be replaced at Contractor's expense. Director shall be notified prior to removal and/or replacement.

4. USE OF CHEMICALS (PESTICIDES) AND DISEASE AND PEST CONTROL

4.01 The Contractor shall perform at his sole expense the following services:

a. Chemical Application

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.

b. Permits

All chemicals requiring a special permit for use must be registered by the Contractor with the County Agricultural Commissioner's office and a permit obtained with a copy to the County Department of Parks and Recreation prior to use. A copy of all forms submitted to the County Agricultural Commissioner shall be given to the Director on a timely basis.

c. Compliance with Regulations

All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California will be adhered to.

d. Pest Control

Control of ground squirrels, gophers, and other burrowing rodents by trapping and/or eradication will be provided by the District Zone. The Contractor is not responsible for this service, however, when Contractor sees evidence of such activity they are to notify the Director. Whenever holes are visible upon the surface, these holes shall be filled and securely tamped to avoid moisture runoff entering the holes by the County Agricultural Department who will provide pest control for each District Zone. This procedure shall be followed in all areas especially within all slope areas.

5. GENERAL CLEANUP

5.01 The Contractor shall perform at his sole expense the following services:

a. Trash Removal

Remove all trash and accumulated debris from site.

b. Policing of Areas

All areas under maintenance and other designated areas will have above identified trash removed in conjunction with the approved maintenance schedule for each District/Zone.

c. Concrete/Asphalt Median Strip Maintenance

Contractor is responsible for weed and grass removal within concrete asphalt median strip areas.

d. Curb and Gutter Maintenance

Contractor is responsible for removal of weeds and grass from curb and gutter expansion joints located adjacent to designated maintenance areas at all times.

e. Removal of Leaves

Accumulations of leaves shall be removed from all areas not less than once per week.

6. IRRIGATION SYSTEM MANAGEMENT

6.01 All irrigation systems within the Zones landscaped areas designated in this Specification will be repaired and maintained as required for operation, by the Contractor at his sole expense in the following manner:

a. Scope of Responsibility

The Contractor shall maintain or repair and keep operable all irrigation equipment consisting of sprinkler heads, remote control valves, quick couplers, risers, automatic controllers, booster pumps, and backflow prevention devices. This paragraph does not require the Contractor to make a complete piping replacement of the system.

b. Replacement Requirements

Replacements will be of original materials or substitutes approved by the Director in writing prior to any installation.

c. Extent of Responsibility

The Contractor will be responsible for immediate maintenance (repair or replacement) of all irrigation system components including those damaged due to vandalism. Contractor will be responsible at all times for hand watering and the bleeding of valves in emergency situations as required to sustain and prevent loss of turf, trees, plants, and ground covers when automatic systems are not functioning. The replacement to be provided by the Contractor shall be the normal deterioration, wear and tear, or negligence upon the part of the Contractor. The replacement caused by acts of God and third party negligence will be accomplished by the Contractor as provided for in this Contract.

7. MAINTENANCE AND REPAIR OF DRAINAGE SYSTEMS AND MISCELLANEOUS IMPROVEMENTS

7.01 Drainage Systems

The following services shall be provided by the Contractor at his expense except as otherwise provided for:

a. All surface drains ("V" ditches), if any, shall be kept clear of debris and overgrown planting so that water will have an unimpeded passage to its outlet. Contractor will repair or replace concrete portions as necessary, for which the Contractor will receive additional compensation.

b. All sub-surface drains (except storm drains), if any, shall be periodically flushed with water to avoid build-up of silt and debris. All inlets to sub-surface drains shall be kept clear of leaves, paper and other debris to ensure unimpeded passage of water. Contractor shall replace all broken or stolen sections of pipe, catch basin boxes and grates, for which additional compensation shall be authorized.

7.02 Miscellaneous Improvements

It will be the responsibility of the Contractor to repair or replace mowing strips, within the Zone unless otherwise specified. Contractor shall be entitled to additional compensation for this service.

8. MAINTENANCE INSPECTIONS

8.01 The Contractor shall:

a. Weekly perform a maintenance inspection during daylight hours of all facilities within the District. Such inspection shall be both visual and operational. The operational inspection shall include operation of all irrigation, lighting, and other mechanical systems to check for proper operational condition and reliability.

b. Monthly meet on site with an authorized representative of the Director for a walk-through inspection. Said meeting shall be at the convenience of the Director and may include residents of the community. The Director shall notify the appropriate local representatives of the time and place of each walk-through inspection at least one (1) week prior to such inspection. In addition, weekly interim inspections may be made by the Director. The Contractor will be provided with a written notice including specified time frames to correct any deficiencies identified in the performance of this agreement. It

should be noted that a leaking valve must be repaired within twenty-four (24) hours following verbal and/or written notification.

9. GRAFFITI ERADICATION AND CONTROL

9.01 Contractor shall be responsible to remove all graffiti as it appears upon any appurtenant structures or equipment within the areas under his maintenance.

9.02 All materials and processes used in graffiti eradication shall be non-injurious to surfaces and adjacent District property and approved by CAL-OSHA. Materials and processes to be used must be approved by Director prior to use.

9.03 Contractor shall be reimbursed only for the cost of materials including sales tax used to remove graffiti.

9.04 In the event a surface must be repainted as determined by Director, appropriate surface preparation shall be made on painted walls, and paint applied shall be the exact shade of color as existing paint. Contractor shall be reimbursed for labor and materials plus the overhead and profit factor as provided for in the Contract.

10. FIRE PROTECTION SLOPE AREAS MAINTENANCE

10.01 These slope areas are hillside areas and are designed to meet Los Angeles County Ordinances for fire retardation. These areas generally occur in sloping terrain with gradients ranging 10 percent to 100 percent. Slopes are either manufactured or natural. The natural slopes have been brushed to remove certain plant materials. Manufactured slopes have been hydro mulched or planted in accordance with applicable County ordinances. Use of these areas by the residents should be minimal.

10.02 The maintenance of the natural slopes requires that the weeds and native brush be clipped to a height of 2 to 4 inches for a distance of at least 100 feet or additional footage as required by Los Angeles County Forester and Fire Warden from a dwelling or structure. Also, dead wood from woody plants shall be trimmed when the area is brushed. Apply water within the cleared zone only as needed during fire season to maintain sufficient moisture content for sustenance of the plants and to inhibit combustion. Remove all debris from this operation off the District Zone property. Weeding shall commence immediately following the rainy season once the growth of weeds has reached a maximum of 12 inches in height or when the County Forester and

Fire Warden has determined that a fire hazard condition exists. The required weeding shall be completed as soon as possible following its commencement and shall be completed throughout a District Zone within a maximum period of thirty (30) days. Contractor shall be responsible for maintaining the brushed slope areas throughout the year in accordance with the above-identified height of weeds, dead wood removal and distance from dwellings or structures requirements. This may require that certain areas will need additional brushing as directed by the County Fire Marshall. Contractor will be paid additional compensation for additional brushings at the rate specified in the form of bid. Contractor shall also remove weeds to a distance of 30 feet measured from any sidewalk adjacent to a fire protection slope area.

10.03 Where reference is made to weeding, brushing or clearing within 100 feet of a structure, it is intended that the space between the structure and the private property line is the responsibility of the owner of the property except where the District Zone has accepted an easement to maintain a portion of the private lot. As an example, assume a private residential lot has a depth of 100 feet, the rear or side of which abuts a fire protection slope. Assume that the structure is set back 20 feet from the property line abutting this slope. The Contractor's responsibility is within the portion or balance of the 100 feet outside of the private property boundary, or, in this case, 80 feet. However, the District is responsible for those areas where an easement has been accepted by the District over a portion of a private lot. Consult with the Director for any questions regarding these areas.

10.04 The maintenance of the manufactured slopes requires that the planted slopes be weeded on a regular basis throughout the year. Planted slopes which were not hydro seeded shall be kept weed free at all times and the use of chemicals is permitted. Planted slopes that were hydro seeded require weed removal by hand as the use of chemicals is not permitted. The removal of weeds by hand shall be performed each month from March through November during the term of the maintenance contract. Contractor shall program the irrigation system to deliver sufficient moisture within the root zone of trees and shrubs to sustain growth. Contractor shall be responsible for any damage to slope areas caused by excessive watering practices or to plant material caused by lack of water. Plants and trees shall be fertilized in accordance with the requirements of Sections 2 and 3 of these Specifications.

11. NATURAL AREAS MAINTENANCE

11.01 Natural areas are open space areas that have minimal usage due to the sloping character of the land and the rugged landscape materials that are native to the land. Contractor will provide periodic maintenance consisting of debris and litter removal only as directed by the Director.

12. MAINTENANCE, REPAIRS AND REPLACEMENTS DUE TO EXTRAORDINARY INCIDENTS

12.01 Contractor shall be responsible for performing maintenance, repairs and replacement, when the need for such work arises out of Acts of God and third party negligence in accordance with the provisions of this Section. The Contractor shall replace:

(a) Damaged, diseased (untreatable) or dead shrubs, ground cover and trees in accordance with Sections 2 and 3; and,

(b) Inoperable irrigation equipment described in Section 6.

The Contractor shall submit a written estimate of the cost for performing such work. The Director may, upon review and approval of such estimate, authorize the Contractor to perform said work by the issuance of a written Work Order. After submittal of the bill, the Contractor shall be reimbursed only for the agreed upon cost estimate. Allowable cost elements for the replacement of shrubs, ground cover, trees and irrigation equipment shall be their wholesale cost plus a factor for overhead and profit, as provided for in the Contract, plus sales tax and plus cost of labor. Reimbursement for the cost of labor for the replacement of irrigation equipment shall be approved by the Director. In the event that the Contractor's written estimate is not approved, then the Director reserves the right to contract with a third party to perform such work.

12.02 Contractor shall notify the County in writing on the same day of discovery of the damage due to extraordinary incidents such as Acts of God and third party negligence. Failure of the contractor to notify the County promptly of these damages will require the Contractor to make repairs at its own costs.

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