

CITY OF ANGELS CAMP
GREENHORN CREEK LANDSCAPE
AND LIGHTING DISTRICT
REQUEST FOR PROPOSAL (RFP)
FOR MAINTENANCE SERVICES

The City of Angels Camp (“City”) invites your proposal to perform landscape maintenance services in identified zones of the Greenhorn Creek Landscape and Lighting District (LLD). The selected vendor(s) shall perform the tasks specified in the “Description of Scope of Services” included in this Request for Proposal (RFP).

You are hereby invited to submit a proposal based upon the requirements and conditions set forth in this RFP.

Proposal Submission:

Three (3) copies of the completed proposal, signed by an authorized company representative, must be submitted no later than 4:30 p.m. on Wednesday, June 25, 2025 – two (2) weeks after the RFP’s official release on (TBD 2 weeks after release on Wednesday June 11, 2025).

Fee Proposal:

One (1) copy of a separate fee proposal must be submitted in a separate, sealed envelope marked “RFP for GHC Landscape Maintenance Services”.

Mailing Instructions In Parallel to:

Pamela Caronongan, City Administrator, City of Angels
200 Monte Verda, Suite B
Angels Camp, CA 95222
pamelacaronongan@angelscamp.gov

OR

P.O. Box 667
Angels Camp, CA 95222

AND TO:

Stephen Wilcox, Owners LLD Committee Maintenance Manager
Greenhorn Creek LLD, PO Box 925 Angels Camp, CA 95222

Bid Opening: Bids will not be opened until the deadline proposal date and time.

Inquiries: Questions pertaining to this RFP should be directed in writing, no later than 72 hours prior to proposal submission to:

Stephen Wilcox, Owners LLD Committee Maintenance Manager

Phone number (530) 228-8444 Email: steve.wilcox@live.com

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1. OBJECTIVE

The City of Angels Camp “City” seeks a qualified vendor to perform maintenance, inspection, repairs, and winterization of irrigation systems; weed control; disease and pest control; pruning of shrubs, trees, groundcover, and other vegetation; litter removal; fertilization; replacement of plant material; turf maintenance, including mowing and edging; ground cover maintenance; traffic control setup; and dust control maintenance for the Greenhorn Creek Landscape and Lighting District (LLD).

The City reserves the right to execute the contract to meet the available revenue of the District, such as will-call landscape clean ups, reduced maintenance levels, etc.

The contract agreement will be for a period of thirty-six (36) months, commencing on July 1, 2025, and ending on July 1, 2028. The City has the option to extend the terms of the agreement for one-to-three additional periods of one-year, ending on July 1, 2031.

2. METHOD OF COMPENSATION

Payments, upon invoice, will be made monthly, 10 days after invoice received at end of month, based on agreed upon fixed-rate fee structure for Routine Maintenance Services. Invoicing shall include a detail of costs for work performed during the payment period, a summary of current invoice amounts, previous payments, and total payments to date. Any necessary services outside the scope of the work, Incidental Maintenance must be identified and approved in advance by the Owners Committee. Payment for approved Incidental Maintenance Services provided by third party entities shall be based on actual cost of labor plus cost of materials plus fifteen percent (15%) markup on materials. The Contractor shall submit to the Committee and City a revised schedule and supporting CPI information for any requested changes annually.

3. SPECIAL ISSUES AND REQUIREMENTS

3.1 Civil Rights Laws. The proposer, its employees, and any subcontractors shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and all other applicable non-discrimination civil rights requirements.

3.2 Insurance. The proposer shall also meet the insurance requirements in Section 9 of the contract, including liability insurance in the amount of \$1,000,000, naming the Agency as additional insured.

3.3 Conflict of Interest. The proposer must be aware of and comply with conflict-of-interest rules included in the California Political Reform Act, and Section 1090 et. Seq. of the Government Code. The Political Reform Act requires City/Agency officers and committee members to file statements of interest and abide by a Conflict-of-Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body.

3.4 Business License. The proposer shall obtain and maintain all required Business licenses throughout the contracted period.

3.5 Independent Contractor. It is expressly understood that proposer is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. The proposer shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should proposer desire any insurance protection, the proposer is to acquire same at its expense.

3.6 Indemnity. The proposer shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, including the LLD Committee members, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of proposer or proposer's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of proposer or its employees, subcontractors, or agents, or by the quality or character of proposer's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, including the LLD Committee members, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of proposer to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve proposer from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, proposer acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

3.7 Insurance. During the term of this Agreement, proposer shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

General Liability. Proposer shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001. Proposer shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.

The City, its officers, employees, volunteers, and agents, including the Committee members, are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the proposer.

The policy shall stipulate that this insurance will operate as primary insurance for work performed by proposer and its sub-contractors, and that any other insurance or self-insurance maintained by City or other named insureds shall be excess and non-contributory.

Proposer shall maintain its commercial general liability coverage for two (2) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City, its officers, employees, agents and volunteers, including the committee members, for each year thereafter for at least two (2) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

Automobile Insurance. Proposer shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

The City, its officers, employees, volunteers and agents, including the Committee members, are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the proposer.

The policy shall stipulate that this insurance will operate as primary insurance for work performed by proposer and its sub-contractors, and that any other insurance or self-insurance maintained by City or other named insureds shall be excess and non-contributory.

Professional Liability Insurance. Proposer shall carry professional liability insurance appropriate to proposer's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and, An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

Certificate of Insurance. Proposer shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium.

Notwithstanding any language in this Agreement to the contrary, proposer shall be entitled to be paid pursuant to the terms of this Agreement until proposer has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. In addition to any other remedies City may have, City reserves the right to withhold payment if proposer's insurance policies are not current.

4. PROPOSAL CONTENT

The City and the Committee requires the proposer to submit a concise proposal clearly addressing all of the requirements outlined in this RFP; it must contain information covering the following topics:

4.1 Cover Letter. The proposal shall include a cover letter signed by the proposer's representative authorized to sign contracts stating interest and ability to perform the work, and ability to perform to above schedule (through December 31, 2028).

4.2 Experience and Services. The proposal shall list and describe previous experience and expertise with providing landscape maintenance services at a scale comparable to this RFP.

4.3 Project Understanding. The proposal shall include a summary of the team's understanding of the services to be provided to the LLD along with costs for all major items of work. This shall include sub-contractors for clearance of wildfire fuels to create defensible spaces in all appropriate riparian and grassy areas, with the proposed budget for each.

4.4 Special Requirements. The proposal shall include a statement of understanding and compliance with the special requirements listed herein.

4.5 Additional Services. The proposal shall include any recommendations regarding additional needed services the proposer sees during his/her inspection.

4.6 References. The proposal shall include information on three (3) references that may be contacted to discuss the reference's experience with the team; include telephone number and email address.

4.7 Fee Estimates. Each proposal shall include a fee estimate for providing services and must be contained in a sealed envelope separate from the proposal.

5. PROPOSAL SELECTION

Submitted proposals will be reviewed for completeness and qualifications by City and the Committee. The Committee will negotiate with the top-ranked proposer(s) to determine the final award with City review.

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City and the Committee reserves the right, without qualification, to:

- Select any proposal when such action is considered to be in the best interest of the City.
- Reject any and all proposals.
- Issue subsequent Requests for Proposals.
- Postpone opening for its own convenience.
- Approve or disapprove the use of particular subcontractors.
- Accept other than the lowest offer.
- Exercise discretion and apply its judgment with respect to selection of any proposals submitted.
- Waive in formalities and irregularities in the Proposals.
- Negotiate with any, all or none of the Proposers; Select proposals, based on initial proposals received, without discussion or after detailed discussions or contract negotiations.
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement.

After reviewing the proposals, interview questions and evaluation criteria will be drafted and distributed to all proposers who are selected for follow-up interviews. After all interviews are completed, final selection will be based on the aggregate score for the proposal and interview.

The City and the LLD Committee will select one Team to enter negotiations. The Committee Maintenance Manager will meet with the Proposer Project Manager to review the project and to ensure the Project Manager has a complete understanding of the work that is required. The Project Manager will be shown as much material as is available regarding the project and the LLD. The contract shall be negotiated.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

6. PUBLIC RECORD

Responses to this RFP become the exclusive property of the City. All proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary”.

The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City or Committee may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

7. WITHDRAWAL OF PROPOSALS AND EXCEPTIONS

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

Any exceptions to the requirements stated herein shall be clearly stated in the submittal and may be grounds for being declared non-responsive.

All correspondence or communications in reference to this RFP shall be directed to:

Stephen Wilcox, Owners LLD Committee Maintenance Manager
Greenhorn Creek LLD
PO Box 925
Angels Camp CA 95222
Phone number (530) 228-8444 Email: steve.wilcox@live.com

All cost for preparation of the submittals shall be borne by the applicant, and submittals received shall become the property of the City, whether accepted or rejected.

8. DESCRIPTION OF SCOPE OF SERVICES

The Contractor “Selected Proposer” shall provide all labor, supervision, tools, materials, equipment, transportation, hauling, dumping, permits, insurance, and other applicable items needed to perform the landscape maintenance within the road rights of way and other LLD maintained areas in the City of Angles Camp Lighting and Landscape District No. 2, in accordance with the Engineer’s Report for fiscal year 2025-2026. All questions regarding this Specification and Scope of Work shall be directed to the Committee Maintenance Manager and the City Administrator in writing.

The proposer shall examine carefully the site of work and the Plans, Scope of Work and Specifications. The proposer shall investigate to their satisfaction all site conditions to be encountered; the character, quality and quantity of surface and subsurface materials or obstacles to be encountered; the work to be performed; the materials to be furnished and installed; and the requirements of the Proposal, Plans, Specifications and Contract. A site inspection by the proposer can be arranged with the Committee Maintenance Manager. If omissions, discrepancies or apparent errors are found in the Plans and Specifications prior to the date of the bid opening, the bidder shall submit a written request for clarification. A clarification will be given in the form of addenda to all proposers if time permits.

It is the intent to call for the highest level of quality in maintenance compatible with standard horticultural and landscaping practices and modern techniques accepted by the industry. All landscape services shall be performed by a person(s) with at least one (1) year of relevant landscaping experience and directly employed and supervised by the Contractor. Such Contractor shall have at least three (3) years of relevant experience in landscape/grounds care maintenance of facilities similar in size and amenities to those of this project. Contractor shall have adequate equipment and employ adequate staff to maintain the facilities. All work shall be performed with the utmost concern for the safety of both the workers and the public.

All plant material, which includes, but not limited to, trees, shrubs, ground cover, and/or turf, shall be maintained in a healthy, vigorous growing, disease and pest free condition. The Contractor shall routinely inspect the condition and identify any needed preventative maintenance or repairs/replacements. Deer and gopher resistant plant species shall be chosen consistent with the landscaping of the community. In future, consideration shall be given to xeriscape surface configurations. New plant materials are warranted for one (1) year from date of installation by the Contractor.

The proposer shall bid on all services designated as "Routine Maintenance Services". When preparing their bid, the Contractor shall be responsible for identifying all services designated as Routine Maintenance Service. Should Contractor be awarded the contract, all Routine Maintenance Service shall be provided by the Contractor, at no additional expense to the City for the duration of the contract.

The proposer must have the ability to respond to emergency calls within thirty (30) minutes and physical site response within twenty-four (24) hours after receiving notification of a problem. Should the Contractor fail to provide physical site response within the twenty-four (24) hours after receiving notification, the City, at its option, may direct that the work be performed by its own or other forces and back charge the Contractor for all costs incurred in performing said work.

The Contractor shall meet with the Committee Maintenance Manager or his/her designee monthly including any inspections of the LLD as requested by the Committee representative to review work progress, issues and plans for the near future. The Contractor will submit a two-page bullets report on these three areas at the meeting for discussion and action.

9. DEFINITION OF SPECIFICATIONS FOR LANDSCAPE MAINTENANCE

The Contractor shall perform at his/her sole expense the following services as a part of "Routine Maintenance". Contractor shall be re-imbursed for cost of materials permanently damaged or lost due to vandalism or Acts of God and the labor needed to replace them *(see 9.11).

9.1 Turf Care

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 Committee Maintenance Manager 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 March to November and once every two weeks during the cool season of December to February (Weather Permitting). It is expressly understood that scheduling problems due to weather shall not result in a lack of mowing, and it is required that the mowing be done on schedule or upon the first time that the weather permits. This schedule will be submitted to the Committee Maintenance Manager for approval.

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. Grass clippings and debris resulting from the mowing, weed eating and trimming process shall be swept, blown, bagged and removed following each mow/trim. All clippings shall be removed from the site the same day the area is edged. After mowing and edging is completed all adjacent walkways shall be cleaned to remove accumulated debris and limit hazardous conditions.

Weed Control

Contractor shall keep lawn areas and sidewalks relatively free of crabgrass, clover and broad-leaved weeds through a pre-emergent program in late winter or early spring. Contractor to control turf Weeds as needed and in accordance with the annual maintenance program schedule; hand removal of noxious weeds or grasses will be required as necessary.

Insect, Ants and Disease Control

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

Aerification

Aerate all turf areas one (1) time annually (May, prior to fertilization) or at the discretion of the Committee Maintenance Manager. Aerate all turf by using 1/2-inch tines removing 2-inch cores of sod with an aerator machine at not more than 6-inch spacing once over. Committee Maintenance Manager is to be notified at least two (2) weeks prior to the exact date of aerating.

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 be proficient with Field Controllers. Contractor shall contact the manufacturer for service and training on an as-needed basis. Committee Maintenance Manager 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, seasonal 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 Zone.
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 Committee Maintenance Manager, 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 Committee Maintenance Manager of such a deficiency.
9. Contractor shall file a monthly statement with the Committee Maintenance Manager, certifying that all irrigation systems are functioning properly and provide an irrigation schedule on a quarterly basis

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

Fertilization

The Contractor shall fertilize all turf areas with Best - Turf Supreme with TIMEC 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 may be adjusted.

Turf Re-seeding/Re-sodding

Contractor shall overseed all turf areas twice a year, after aerification in the spring (park blend) and in the fall (winter rye), and shall 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 7 inch) in this sequence. The Committee Maintenance Manager 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. Overseeding 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 overseeding/reseeding and may be adjusted at the Committee Maintenance Manager's discretion. *The Contractor is responsible for replacing sod as needed at their expense including contractor negligence unless damage is caused by vandalism or Acts of God (see 9.11).

Turf Dethatching

Contractor shall dethatch all turf areas one time each year in the spring.

9.2 Shrub, Ground Cover and Vine Care

Pruning (with hand pruners/loppers/saws):

As is stated by the Committee Maintenance Manager, 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. Contractor shall prune, shape, and train all shrubs and ground cover. Contractor will trim broken, damaged, stressed plant material so as to reduce evaporation and further stress. All shrubs shall be free of dead wood, weak, diseases, 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 to two feet, to allow all sprinklers to spray freely. Remove all clippings the same day shrubbery is pruned.

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 Committee Maintenance Manager. 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. Do not use string trimmers/weed whippers around trees and shrubs. Trim designated formal hedges and/or shrubs to heights indicated by the Committee Maintenance Manager. Trim clinging vines (e.g., Ivy, Ficus, Virginia Creeper) to stay on block wall surfaces - not on buildings (except as designated) nor entangled in ground cover, shrubs, or trees.

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. 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 Committee Maintenance Manager.

Pests, Insect, Mollusk, Ant and Disease Control:

Maintain free of disease, insects, ants and mollusks and treat when needed pursuant to Section 4.01 (Pesticide/Chemical) Contractor shall apply snail and slug control as needed to ensure that all grounds are relatively free of these pests. Contractor shall maintain all groundcover, shrubbery and seasonal flower areas free of common garden insect pests at all times.

Weed Control:

All ground cover and shrub beds are to be kept weed free at all times. Contractor shall maintain all ground cover, shrubbery, and seasonal flower areas relatively weed-free at all times. Contractor shall maintain planter beds in a healthy appearance by applying a weed pre-emergent program in late winter or early spring. Please note: Absolutely NO SPRAYING is allowed in the Protected Cultural Resource areas. Methods for control can incorporate one or all three of the following: 1. Hand removal 2. Cultivation 3. Chemical eradication

Fertilization:

Mechanically broadcast or individually apply (point irrigation) fertilizer four (4) 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) and November. 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 Committee Maintenance Manager. Fertilizer materials and rates may be adjusted by Committee Maintenance Manager based on test results. The Contractor shall provide the Committee Maintenance Manager with a fertilization schedule.

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 this specification, see Irrigation page 11.

Shrub and Ground Cover Replacement:

All damaged, diseased (un-treatable) or dead shrubs and ground covers will be replaced at Contractor's expense with the exact same material that existed and of similar size as required by the Committee Maintenance Manager, unless otherwise notified by him/her in writing. Substitutions for any plant materials must have prior approval in writing by the Committee Maintenance Manager. 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 one-year (12) months from the date of planting. Contractor shall be re-imbursed for cost of shrubs permanently damaged or lost due to vandalism or Acts of God and the labor to replace them (see 9.11).

Seasonal flowers:

Seasonal flowers shall be maintained on a weekly basis but require replacement from time to time.

9.3 Tree Care

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

Tree Maintenance:

Maintain eight (8) 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. Contractor agrees to prune, shape and maintain trees less than fourteen (14) feet in height and prune and dead wood all limbs of all trees at 14 feet and lower. Contractor shall not be responsible for the pruning, or other maintenance, of portions of trees above fourteen (14) feet in height.

Control insects and diseases as needed.

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

Guy wires where required, and plant ties will be of pliable, zinc-coated ten (10) gauge wire (two (2) ties per tree). 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). Stakes will not be placed closer than eight (8) inches from trunk of the tree. c) Stakes and ties will be placed so no chafing of bark occurs and shall be checked frequently and retied to prevent girdling.

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

Tree Replacement: All trees permanently damaged will be replaced with the identical species of tree existing previously, unless otherwise notified in writing by the Committee Maintenance Manager. The need for and the size of replacement will be determined by the Committee Maintenance Manager at the monthly maintenance inspection meeting or upon written notification. Size of the replacement shall be a minimum size of a 15 gallon container. Substitutions will require prior written approval by the Committee Maintenance Manager. Original plans and specifications should be consulted to insure correct identification of species. Contractor shall be re-imbursed for cost of trees permanently damaged or lost due to vandalism or Acts of God and the labor to replace them (see 9.11). Committee Maintenance Manager shall be notified prior to removal and/or replacement.

9.4 Use of Chemicals (Pesticides) and Disease Pest Control

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. 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 City prior to use. A copy of all forms submitted to the County Agricultural Commissioner shall be given to the Administrator on a timely basis. 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.

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 Administrator. 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.

9.5 General Cleanup

Trash Removal

Weekly remove all trash and accumulated debris from Contractor's work.

Policing of Areas

All areas under maintenance and other designated areas will have above identified trash removed on a weekly basis.

Concrete/Asphalt Median Strip Maintenance

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

Curb and Gutter Maintenance: Contractor is responsible for removal of weeds, debris and grass from curb and gutter expansion joints located adjacent to designated maintenance areas at all times. In addition, Contractor shall keep all curb, gutter pan and sidewalks within the road right of way free of weeds, leaves and debris. Contractor shall develop a schedule for this work and submit it to the Committee Maintenance Manager.

Removal of Leaves

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

9.6 Irrigation System Management

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

Scope of Responsibility

The Contractor shall maintain or repair and keep operable all irrigation equipment consisting of sprinkler heads, spray heads, bubblers, emitters, and rotors, remote control valves, quick couplers, risers, automatic controllers, booster pumps, and backflow prevention devices.

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 replacements shall be provided by the Contractor at no cost for normal deterioration, wear and tear, or negligence upon the part of the Contractor. The replacements caused by acts of God, vandalism, and third-party negligence will be accomplished by the Contractor with additional compensation as provided for in this Agreement (see 9.11)

9.7 Maintenance and Repair of Drainage Systems and Miscellaneous Improvements

Drainage Systems

The following services shall be provided by the Contractor at his/her 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, (see 9.11).
- 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 (see 9.11)

9.8 Miscellaneous Improvements/Incidental Maintenance

The contractor shall also be responsible for coordinating and/or sub-contracting other Improvements or Incidental Maintenance work, as requested by the Committee Maintenance Manager in accordance with 9.11.

9.9 Maintenance Inspections

The Contractor shall

Weekly perform a maintenance inspection during daylight hours of all facilities within the LLD. Such inspection shall be both visual and operational. The operational inspection shall include operation of all irrigation and other mechanical systems to check for proper operational condition and reliability. In addition, The Committee Maintenance Manager will conduct regular inspections of Contractor's work and may also inspect any additional work or repairs performed by the Contractor that are not considered Routine Maintenance Service. Contractor shall furnish to the Committee Maintenance Manager, within fifteen (15) calendar days after the award of the contract, a work schedule showing the proposed dates and times for the maintenance work to be performed.

Contractor shall provide the Committee Maintenance Manager the following reports attached to the monthly progress billings

1. Report of Work accomplished during the billing period.
2. Report any problems encountered and recommendations for resolution of problems within or outside the contract scope of services.
3. Plan for work during the next billing period.
4. Completed maintenance checklist. Maintenance checklist shall be generally in the format designated by the Committee.

5. Monthly meet on site with an authorized representative of the Committee Maintenance Manager or an authorized representative for a walk-through inspection if requested by either party. Said meeting shall be at the convenience of the Committee Maintenance Manager and may include residents of the community. The Committee Maintenance Manager 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, interim inspections may be made by the Committee Maintenance Manager or his/her designee. 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.

9.10 Natural Areas Maintenance

No content

9.11 Incidental Maintenance, Repairs and Replacements

Contractor shall be responsible for performing maintenance, repairs and replacement, when the need for such work arises out of Acts of God, third party negligence/vandalism, or other out of scope tasks in accordance with the provisions of this Section. The Contractor shall be re-imbursed for this work at a labor rate to be negotiated with the Committee Maintenance Manager and with a 15% markup on materials as follows:

The Contractor shall submit a written estimate of the cost for performing such work.

The Committee Maintenance Manager 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 Agreement, 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 Committee Maintenance Manager. In the event that the Contractor's written estimate is not approved, then the Committee Maintenance Manager reserves the right to contract with a third party to perform such work. Plant materials are warranted for one (1) year from date of installation by the Contractor.

10. DELINEATION OF ZONES FOR LANDSCAPE MAINTENANCE AND IMPROVEMENT
Following is a list of the formal landscaped areas within the District:

Table 1 – Formal Landscape Planter

Area:	Sq. Ft.	Location:	Area:	Sq. Ft.	Location:
Land-1	744	GHC Median by Gateway Park	Land-27	210	Lot 168-169 – Smith Flat
Land-2	4243	GHC Entrance by Wetlands	Land-28	859	Lot 167-168 – Smith Flat
Land-3	880	Selkirk Median at Entrance	Land-29	148	Lot 167 – Smith Flat
Land-4	7460	Selkirk Planter by Worlmark	Land-30	117	Lot 166 – Smith Flat
Land-5	3204	Selkirk Planter by Hole 10	Land-31	328	Lot 165 – Smith Flat
Land-6	5638	Selkirk Planter by Holes 2/18	Land-32	71	Lot 164 – Smith Flat
Land-7	612	Lot 3 - Selkirk	Land-33	1141	Lot 164 – Smith Flat
Land-8	232	Lot 8 - Selkirk	Land-34	1128	Lot 164 – Smith Flat
Land-9	6252	Smith Flat/Pointe Holes 11/17	Land-35	717	Across from Lot-133
Land-10	621	Lot 202 – Smith Flat	Land-36	13887	By SE Corner Smith Flat
Land-11	1521	Olivia Place	Land-37	371	Across from Lot-132 Smith Flat
Land-12	2030	Lot 209 – Cornelia Place	Land-38	501	Across from Lot-131 Smith Flat
Land-13	2755	Lot 192 – WILD 2e/Smith Flat	Land-39	1135	Across from Lot-130 Smith Flat
Land-14	338	Lot 190 – Smith Flat	Land-40	862	Across from Lots-127, 128
Land-15	135	Lot 188 – Smith Flat/Raggio	Land-41	988	Across from Lot-126 Smith Flat
Land-16	343	Lot 179 – Smith Flat	Land-42	560	At end of Smith Flat at GHC Dr.
Land-17	623	Lot 178 – Smith Flat	Land-43	1334	McCauley Entrance N. Shoulder
Land-18	1102	Lightner Place	Land-44	817	McCauley Entrance Median
Land-19	203	Lot 174 – Lightner/Smith Flat	Land-45	7357	McCauley Entrance S. Shoulder
Land-20	716	Alawa Place	Land-46	494	McCauley/Selkirk NW Curb
Land-21	1103	Sasa Place	Land-47	126	Lot-80 Selkirk/Chimney Hill
Land-22	789	Lot 173 & 174 – Smith Flat	Land-48	342	Lot-67 Selkirk/Chimney Hill
Land-23	543	Lot 172 – Smith Flat	Land-49	304	Lot-49 Selkirk/Springhouse
Land-24	535	Lot 171 – Smith Flat	Land-50	1810	Entrance Median Selkirk
Land-25	344	Lot 170 – Smith Flat	Land-51	133	Lot 189 Smith Flat
Land-26	144	Lot 169 – Smith Flat	Land-52	643	Smith Flat/GHC Rd. South

Formal Landscape Areas:

The formally landscaped areas (planter and lawn areas) require turf to be mowed, edged kept free of debris. Irrigation control and repair, pruning, fertilization, weed control, and trash pickup are also required, per “Part A: Description of Scope of Services”. Golf course turf adjacent to roads will be maintained by the golf course.

Table 2 – Formal Landscaping Lawn

Area:	Sq. Ft.	Location:
Lawn-1	8.67	Triangle area: Angel Oak/Live Oak/Acorn
Lawn-2	3570	GHC Rd Shoulder past triangle area
Lawn-3	1781	Selkirk Entrance East of Wetland Site 6
Lawn-4	576	Selkirk Entrance/Smith Flat South side of Wetland Site 6
Lawn-5	21951	GHC Rd Median Selkirk to McCauley
Lawn-6	16501	GHC Rd Median McCauley South
Lawn-7	15419	Lawn in front of WorldMark

Table 3 – Weed Control

Area:	Sq. Ft.	Location:	Area:	Sq. Ft.	Location:
Weed-1	2020	GHC Rd Shoulder W. Selkirk	Weed-9	843	Smith Flat south of WILD-1a
Weed-2	2456	Smith Flat S. of Wetland E 6	Weed-10	257	Selkirk south side of WILD-2a
Weed-3	13239	GHC Rd Selkirk to McCauley	Weed-11	458	Selkirk north side of WILD-2c
Weed-4	295	Smith Flat Lot-N/Albasio	Weed-12	607	Selkirk east side of WILD-2c
Weed-5	1298	Smith Flat N. of PCR-4	Weed-13	221	Selkirk west side of WILD-2b
Weed-6	11158	GHC Rd Shoulder S./McCauley	Weed-14	605	Smith Flat N.side of WILD-1b
Weed-7	765	Blair Mine S. side WILD-1c	Weed-15	686	Smith Flat S.side of WILD-1c
Weed-8	665	Blair Mine N. side WILD-1d			

Table 4 - Protected Cultural Resource Areas

Area:	Location:
PCR #1	Near Hole 16 Tee
PCR #2	Chimney Site
PCR #3	Albasio Ct.
PCR #4	Raggio Ct.
PCR #5	South of Raggio Ct.

The District is responsible for maintaining and protecting the five (5) Protected Cultural Resource areas (PCRs) listed in Table 4. The Selkirk Historical Walking Trail, (see map below) and adjacent PCR2 areas are to be kept weed-free (weed whack only, no spraying allowed) with necessary shrubbery and tree trimming and vegetation management as directed by the City of Angels Fire Marshall. The contractor shall not be responsible to maintain these areas unless requested to do so in accordance with 9.11 at which point they may choose to bid for these services.

Protected Wildlife Corridors

The District is responsible for maintaining and protecting the two (2) Protected Wildlife Corridors within the District. This includes maintenance of the trails, trail bridges, and annual defensible space clearing listed in following tables. Per the USACOE Permit the Protected Wildlife Corridor areas are to be left to develop naturally with no human intervention. The permit allows defensible space clearing when directed by the City Fire Marshal for public safety (See following exhibit of current defensible space areas). This permit may be modified as empty lots are developed near the Wildlife Corridors. Minimally invasive walking trails through the Wildlife Corridor identified as WILD-2e are permitted and will be maintained by the District. The contractor shall not be responsible to maintain these areas unless requested to do so in accordance with 9.11 at which point they may choose to bid for these services.

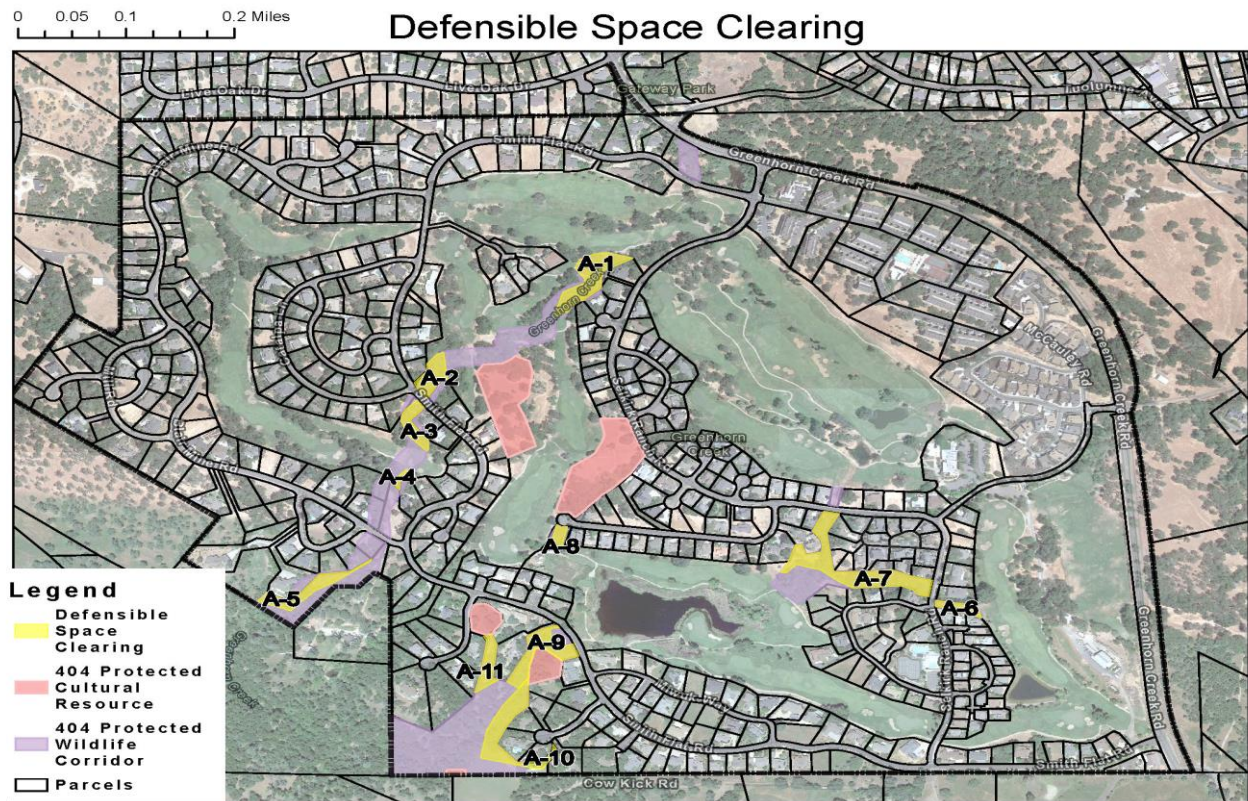
Table 5 &6 – Trail Maintenance &Trail Bridge Maintenance

Area:	Location:
WILD-2e	Trail Between Albasio and Raggio (10' corridor x 2,200 ft.)
WILD-2e	East/West Pedestrian Bridges between Albasio and Raggio

The contractor shall not be responsible to maintain these areas unless requested to do so in accordance with 9.11 at which point they may choose to bid for these services.

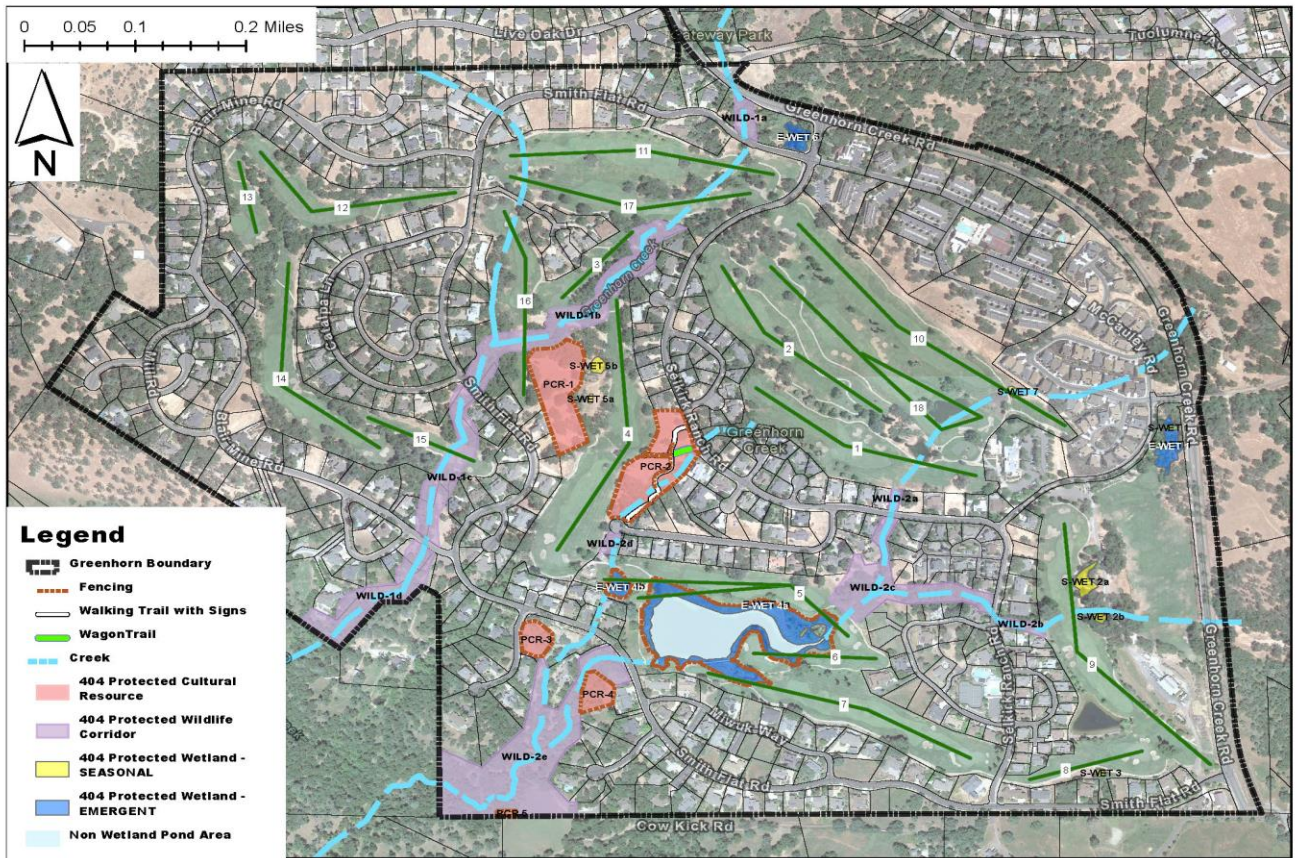
Table 7 – Defensible Space Clearing

Area:	Acreage	Location
A-0	0	Open Space near Selkirk Entrance
A-1	1.06	Between Selkirk and Pointe Dr (WILD-1b)
A-2	0.51	Catalpa and Smith Flat – North Side (WILD-1b)
A-3	0.39	Catalpa and Smith Flat – South Side (WILD-1c)
A-4	0.11	North of Blair Mine/Smith Flat Intersection (WILD-1c)
A-5	0.6	Down slope from Corral Loop (WILD-1d)
A-6	0.24	Selkirk East of Grinding Rock (WILD-2b)
A-7	1.86	Selkirk, Greenstone, Grinding Rock (WILD-2c)
A-8	150	End of Springhouse (WILD-2d)
A-9	0.84	North and West of PCR-4 (WILD-2e)
A-10	1.15	Southeast Side of PCR-4/Sewer Maintenance Rd. (WILD-2e)
A-11	0.43	East of Albasio, south of PCR-3 (WILD-2e)

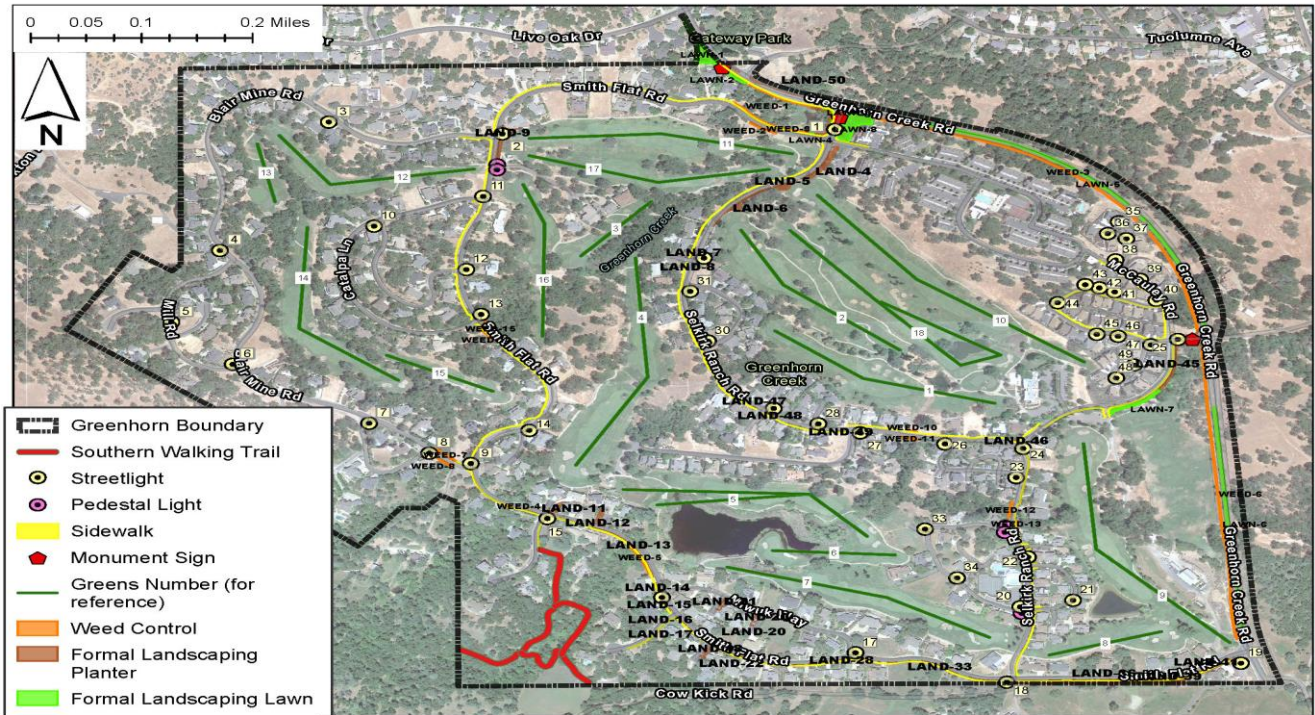


The contractor shall not be responsible to maintain these areas unless requested to do so in accordance with 9.11 at which point they may choose to bid for these services.

Required Work - 404 Permit Items



Optional LLD Work



Historical Selkirk Trails Map

