

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into as of July 15, 2025 by and between the CITY OF ANGELS, a municipal corporation ("City") and JBS Landscaping, Inc ("Contractor").

RECITALS:

- A. Contractor is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and including at least three (3) years of relevant experience in landscaping/grounds care maintenance of facilities similar in size and amenities to those of this project.
- B. Contractor possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein
- C. City desires to retain Contractor to render professional routine maintenance services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Scope of Services. Contractor shall perform the routine maintenance services described on **Exhibit A**, which is attached hereto and incorporated herein by reference, in a professional manner. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the Greenhorn Creek Owners LLD Committee, "Committee", through its staff, that Committee may provide from time to time.

2. Time of Performance. The services of Contractor are to commence upon execution of this Agreement and shall continue for a period of three years, with annual performance conditions ("Term").

3. Compensation. Compensation for routine maintenance services to be paid to the Contractor shall be Nine Thousand Four Hundred Fifty-Five Dollars and Zero Cents (\$9,455.00) per month for fiscal year 2025-2026 upon evidence of the routine maintenance services described in Exhibit A being completed. Annual compensation adjustments for the remaining Term of the Agreement will be based on the Northern California (San Francisco – Oakland – Hayward) Consumer Price Index (CPI) – All Urban Consumers from December to the next December of each year. Maximum annual adjustment shall not exceed three percent (3%). Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Contractor shall submit monthly invoices to the Committee and the City describing the work performed during the preceding month. Contractor's invoices shall include a description of the services performed and a description of any reimbursable expenditures. City shall pay the Contractor at least 10 days after and no later than 30 days after submittal of the monthly invoice to City staff at month end.

5. Unanticipated Maintenance Work. At any time during the Term of this Agreement, the Committee Maintenance Manager may request that Contractor perform unanticipated maintenance work due to third-party negligence or vandalism, Acts of God, or other impacts to the routine maintenance areas which are determined by the Committee and the City to be necessary for the proper maintenance of the Greenhorn Creek Landscaping and Lighting District ("Unanticipated Maintenance Work"). Compensation for Unanticipated Maintenance Work shall be separately negotiated, if and when required, through a separate written authorization. Contractor may submit quotes for the Unanticipated Maintenance Work

at his discretion. Contractor shall not perform, nor be compensated for, Unanticipated Maintenance Work without written authorization from the Committee Maintenance Manager, and the City. Unanticipated Maintenance Services provided by third party subcontracting entities must be approved in writing by the Committee Maintenance Manager and compensation for the third-party subcontracting entities shall be based on actual cost of labor plus cost of materials plus fifteen percent (15%) markup on materials if required. The City or the Committee Maintenance Manager may engage third party contractors as required to complete Unanticipated Maintenance Work, at their discretion.

6. Change Orders. Contractor may submit written change order requests to the Committee Maintenance Manager for any additional work that is outside the scope of the routine maintenance services described in Exhibit A or this Agreement. Committee or City shall, within a reasonable time after submission of written change order request, provide its written determination regarding the change order request. Contractor shall only be reimbursed for costs associated with an approved change order requests and upon satisfactory completion of the services included in the change order request.

7. Termination. This Agreement may be terminated by the City immediately for cause, including Contractor's loss or suspension of any licenses, permits, insurance, or registrations required for the continued provision of the routine maintenance services, or contractor's malfeasance. This Agreement may be terminated by either party without cause upon thirty days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for routine maintenance services described in Exhibit A performed up to the effective date of termination minus the cost of any deficient work.

8. Ownership of Documents. All plans, studies, documents, reports, and other writings prepared by and for Contractor, its officers, employees and agents and subcontractors while implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Contractor for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and other writings to the Committee and the City upon written request by the Committee or the City. Contractor shall not be responsible for any unauthorized modification or use of such information for reasons other than its intended purpose.

9. Contractor's Books and Records. Contractor shall maintain records of all expenditures, including materials supporting all invoices submitted to the Committee and the City, which shall be available for inspection upon written request by the City or its representative for the duration of the contract.

10. Independent Contractor. It is understood that Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Contractor and his employees, agents, and subcontractors shall obtain no rights to retirement benefits or other benefits or emoluments of employment which accrue to City's employees, and Contractor hereby expressly waives any claim it may have to any such rights on behalf of itself and its employees, agents, and subcontractors.

11. Facilities and Equipment: Except as set forth herein, Contractor shall, at his sole expense, provide all facilities, equipment, and incidentals that may be necessary to perform the services required by this Agreement.

12. Professional Ability of Contractor. City has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement.

Contractor shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in the Contractor's field of expertise.

13. Compliance with Laws. Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations, including all state and federal employment laws and prevailing wage laws.

14. Licenses. Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or always obtain during the Term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession.

15. Indemnity. Contractor shall indemnify and hold harmless City, its elected and appointed officials, officers, employees, agents, attorneys, and volunteers (collectively, "City") from losses, costs, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided under this Agreement to the extent that such Liability is caused by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, Contractors, or any person under its direction or control and shall make good to and reimburse the City for any expenditures, including reasonable attorneys' fees City may incur by reason of such matters.

Contractor's obligations under this Section shall exist regardless of concurrent negligence or willful misconduct on the part of the City or any other person; provided, however, that Contractor shall not be required to indemnify the City for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of City. Contractor's obligation to indemnify and hold harmless City is not terminated by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance. Contractor shall reimburse City's defense costs to the extent such defense costs are caused by Contractor's negligence. This indemnification clause shall survive the termination or expiration of this Agreement.

Contractor further agrees to provide, at Contractor's expense, reasonable assistance to the City in responding to third party claims to the extent such claims implicate the quality of the Contractor's performance under this Agreement, which assistance shall include selection, management, and compensation of expert witnesses as necessary to substantiate or defend the quality of the Contractor's performance under this Agreement, as well as making Contractor's employees and project work product available as reasonably necessary to assist in the defense of such claims. This shall not preclude the City from recovering its reasonable attorneys' fees and defense costs in responding to third party claims to the extent such claims are found to have been caused by the Contractor's negligence or willful misconduct.

16. Public Works and Payment of Prevailing Wage.

(a) *Monitoring and Enforcement.* In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, all work performed under the Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). All work performed by Contractor or its subcontractors under the Agreement is subject to the requirements of Labor

Code section 1720 et seq. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded. Contractor and its subcontractors shall furnish the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, at least monthly, in the format prescribed by the Labor Commissioner.

In accordance with the provisions of Section 1773.3 of the Labor Code, City shall provide notice to the California State Department of Industrial Relations (DIR) of the award of this Agreement within thirty (30) working days of the award. The notice shall be transmitted electronically in a format specified by DIR and shall include the name of Contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, Project location, and any additional information DIR specifies that aids in the administration and enforcement of Section 1720 et seq. of the Labor Code.

(b) *Wages & Hours of Employment.* In the performance of the Services under the Agreement, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this Agreement shall be at least the current prevailing scale of wages determined by DIR for the community pursuant to Labor Code Section 1770. Contractor shall forfeit as penalty Twenty-five and no/100ths Dollars (\$25.00) to be paid to City for each workman employed in the execution of the Agreement by Contractor or its subcontractor(s), for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Labor Code section 1810 et seq. Contractor shall post prevailing wage rates at the Project no later than the first day Contractor commences performance of the Services under the Contract. Contractor shall forfeit as a penalty Two-Hundred Dollars (\$200.00) to be paid to the City for each calendar day for each workman paid less than the prevailing wage in violation of the Labor Code. In addition, Contractor shall pay to each workman the difference between the prevailing wage rate and the amount paid to each workman for each calendar day, or portion thereof, for which the workman was paid less than the prevailing wage.

17. Insurance Requirements.

a. Commercial General Liability

- i. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.
- ii. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided the City.

iii. Coverage shall state that Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

iv. Coverage shall contain a waiver of subrogation in favor of the City.

v. Business Automobile Liability

- i. Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

b. Workers' Compensation and Employers' Liability

- i. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

c. All Coverages

- i. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- ii. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
- iii. Evidence of Insurance - Prior to commencement of work, Contractor shall furnish the Committee and the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. Contractor shall provide complete, certified copies of all required insurance policies if requested by the City.
- iv. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.
- v. Contractor shall provide proof of insurance coverages required by this Agreement to City at the beginning of each fiscal year or as requested by City.
- vi. Contractor shall immediately inform City if any insurance coverage required by this Agreement lapse or are modified or cancelled.

18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Angels:

P.O. Box 667, 200 Monte Verda St., Suite B.
Angels Camp, CA 95222 Attention: Pamela Caronongan, City Administrator

If to the Committee: Greenhorn Creek LLD:

P.O. Box 925
Angels Camp, CA 95222
Attention: Owners LLD Committee Maintenance Manager

If to Contractor: _____

Attention: _____

19. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

20. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

21. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express consent of the Committee and the City. Contractor shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If the City consent to such subcontract, Contractor shall be fully responsible to the City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

22. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

23. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

24. Litigation Expenses and Attorneys' Fees. If any party to this Agreement commences any legal action against another party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

- 25. Mediation.** The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
- 26. Execution.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
- 27. Authority to Enter Agreement.** Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
- 28. Prohibited Interests.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 29. Equal Opportunity Employment.** Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.
- 30. Equal Opportunity Employment.** Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF ANGELS:

By:

**Pamela Caronongan
City Administrator**

ATTEST:

By:

**Rose Beristianos
City Clerk**

By:

**Contractor:
Title:**

APPROVING AS TO FORM:

By:

**For Douglas L. White
City Attorney**

Exhibit A

SCOPE OF WORK

1. DESCRIPTION OF SCOPE OF ROUTINE MAINTENANCE SERVICES

The Contractor shall provide all labor, supervision, tools, materials, equipment, transportation, hauling, dumping, permits, insurance, and other applicable items needed to perform the routine 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 as defined herein, in accordance with the Engineer's Report for fiscal year 2025-2026 and beyond. All questions regarding this Specification and Scope of Work shall be directed to the Committee Maintenance Manager in writing.

The Contractor shall implement the highest level of quality 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 resistant plant species shall be chosen consistent with the landscaping of the community. In future, consideration shall be given to xeriscape surface configurations.

All Routine Maintenance Services defined in this Exhibit A shall be provided by the Contractor, at no additional expense to the City for the duration of the contract.

The Contractor or his designee shall respond to emergency calls such as a major water leak within six (6) hours and physical site response within twenty-four (24) hours after receiving notification of a problem. Should the Contractor fail to provide physical site response in a timely manner after receiving notification, the City, or its agents, at its option, may direct that the work be performed by its own or other forces.

The Contractor shall meet with the Committee Maintenance Manager, or his/her designee as required, including any inspections of the LLD as requested by the Committee representative to review work progress, issues, and plans for the near future.

Contractor shall provide the Committee Maintenance Manager with the following information 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. The contractor shall maintain a priority list of tasks to be completed.
4. Completed maintenance checklist. The maintenance checklist shall be generally in the format designated by the Committee and the Contractor.

2. DEFINITION OF SPECIFICATIONS FOR ROUTINE 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 Section 3.1).

2.1 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. Contractor will complete mowing as soon as weather permits.

Power Edge

Based on seasonal requirements and/or as needed, 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 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 and broad-leafed weeds through a pre-emergent program administered as required. 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.

Turf Renovation

Aerate all turf areas one time (1) annually (in the Fall) 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.

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. 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 Section 3).

Turf Dethatching

Contractor shall dethatch all turf areas one time each year in the Fall if needed.

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 review the irrigation schedule. 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 rights-of-way, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night (between the hours of 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 address 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 and repair as soon as possible.

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.

2.2 Shrub, Ground Cover, and Vine Care

Pruning (with hand pruners/loppers/saws):

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 the irrigation system to function 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.

Pests, Insect, Mollusk, Ant, and Disease Control:

Maintain free of disease, insects, ants, and mollusks and treat when needed pursuant to Section 2.4 (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 always.

Absolutely NO SPRAYING is allowed in any of the Protected Cultural Resource Areas!

Weed Control:

All ground cover and shrub beds are to be always kept weed-free. Contractor shall maintain all ground cover, shrubbery, and seasonal flower areas relatively weed-free always. 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.

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 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. Contractor shall be reimbursed for the cost of shrubs permanently damaged or lost due to vandalism or Acts of God and the labor to replace them (see Section 3).

Seasonal Flowers:

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

2.3 Tree Care

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

Tree Maintenance

Shaping and Trimming

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.

Staking and Supporting

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. 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 by the contractor 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 ensure

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 Section 3.1). Committee Maintenance Manager shall be notified prior to removal and/or replacement.

2.4 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 required by local, state, and federal authorities 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 Committee Maintenance Manager. The Contractor is not responsible for this service, however, when Contractor sees evidence of such activity, they are to notify the Committee Maintenance Manager. Whenever holes are visible upon the surface, these holes shall be filled and securely tamped to avoid moisture runoff entering the holes. This procedure shall be followed in all areas, especially within all slope areas.

2.5 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. The 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.

2.6 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 always be responsible 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. Irrigation replacements due to Acts of God and third-party negligence/vandalism, shall be paid by the City outside of the routine maintenance as defined in section 3.

2.7 Maintenance of Drainage Systems

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

- a. All surface drains, if any, shall be kept clear of debris and overgrown planting so that water will have an unimpeded passage to its outlet.

2.8 Maintenance Inspections and Meetings

The Contractor shall perform a weekly 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, an annual work schedule showing the proposed dates and times for the maintenance work to be performed.

Contractor shall meet on a regular basis on site with an authorized representative of the Committee Maintenance Manager or an authorized representative for a discussion of observations if requested by either party. Said meeting shall be at the mutual convenience of the Committee Maintenance Manager and Contractor and may include residents of the community. The Committee Maintenance Manager shall notify the appropriate local representatives of the time and place of each discussion as practical prior to the meeting. In addition, the Committee may hold quarterly meetings to cover routine committee business. The contractor may be invited to attend such meetings to address the Committee and/or the community at large regarding the performance of his duties and the general state of the District with respect to landscaping.

Contractor will be provided with a written notice including specified time frames expected to correct any deficiencies identified in the performance of this agreement. It should be noted that a leaking valve must be addressed within twenty-four (24) hours and repaired as soon as possible following verbal and/or written notification.

2.9 Natural Areas Maintenance

No Content

3. DEFINITION OF SPECIFICATIONS FOR UNANTICIPATED MAINTENANCE WORK

Contractor may be requested to perform maintenance, repairs, and replacement, when the need for such work arises out of Acts of God and third-party negligence/vandalism or other impacts to the routine maintenance areas which are determined by the Committee and the City to be necessary for the proper maintenance of the Greenhorn Creek Landscaping and Lighting District in accordance with the provisions of this Section.

These tasks are outside routine maintenance and will be negotiated if and when required. Contractor shall not perform, nor be compensated for, Unanticipated Maintenance Work without written authorization from Committee and the City. If requested, agreed, and approved, unanticipated maintenance shall be implemented in a timely manner.

When approved, Contractor will be re-imbursed for this work as follows:

- A) The Contractor shall submit a written estimate of the cost for performing such work.
- B) 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.
- C) 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.

D) Reimbursement for the cost of labor for the replacement of irrigation equipment shall be approved by the Committee Maintenance Manager.

If 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.

3.1 Unanticipated Maintenance Work

Unanticipated maintenance work may include, but is not limited to the following:

1. Irrigation systems repairs due to Acts of God and 3rd party negligence/vandalism, unless damage was a result of the contractor's actions.
2. Replacement or reestablishment of any tree, shrub, groundcover plant and/or turf area which is found to be in an unhealthy or dying condition due to Acts of God and negligence/vandalism, except as a result of Contractor's actions.
3. Other unanticipated maintenance work as needed and approved by the LLD Committee

4. DELINEATION OF ZONES FOR LANDSCAPE MAINTENANCE AND IMPROVEMENT

Following is a list of the formal landscaped areas within the District:

4.1 Routine Maintenance

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, leaves removal and trash pickup are also required. See Section 1 for Description of Scope of Services. Golf course turf adjacent to roads will be maintained by the golf course.

4.1.1 Planter Landscape

Table 1 – Formal Landscape Planter (Routine Maintenance)

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 Worldmark	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 2c/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

4.1.2 Lawn Landscape

Table 2 – Formal Landscaping Lawn (Routine Maintenance)

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		Not Applicable
Lawn-8	15419	Lawn in front of WorldMark

4.1.3 Weed Control

Table 3 – Weed Control (Routine Maintenance)

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			

Map to support the Tables.

Routine Maintenance LLD Work – Zoom out for Details.

