



CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

This Public Services Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Brad Mason
760-839-4665
("CITY")

And: Makelele Systems Landscape & Maintenance, Inc.
a California corporation
420 N Twin Oaks Valley Rd Unit 2044
San Marcos, CA 92079
Attn: Jose Cardenas
760-208-8749
("CONTRACTOR").

(The CITY and CONTRACTOR each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the Parties desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. Description of Services. CONTRACTOR shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").
2. Compensation. In exchange for CONTRACTOR's completion of the Services, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed an annual sum of \$282,864, and a two-year total of **\$565,728**. CONTRACTOR shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.

3. Performance. CONTRACTOR shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONTRACTOR pursuant to this Agreement, except that CONTRACTOR shall not be responsible for the accuracy of information supplied by the CITY.
4. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONTRACTOR with 10 days' advance written notice. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONTRACTOR, then CONTRACTOR shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Services.
5. City Property. All original documents, drawings, electronic media, and other materials prepared by CONTRACTOR pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONTRACTOR for any other purpose without the CITY's prior written consent.
6. Insurance Requirements.
 - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) Commercial General Liability. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - (2) Automobile Liability. ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
 - (3) Workers' Compensation. Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
 - b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
 - (1) Acceptability of Insurers. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
 - (2) Additional Insured Status. Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later

edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.

- (3) *Primary Coverage.* CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors.* If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (6) *Waiver of Subrogation.* CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.
 - (7) *Self-Insurance.* CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.
 - (8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
 - d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
 - e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
 - f. Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONTRACTOR fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY

may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop work under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

7. Indemnification, Duty to Defend, and Hold Harmless.

- a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.
- b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall defend, indemnify, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

8. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONTRACTOR in entering into this Agreement, CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

9. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.

10. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.

11. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR.

12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

13. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.

14. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
15. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
16. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
17. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
18. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONTRACTOR shall promptly provide the other Party with notice of any changes to such contact information.
19. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
20. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
22. Department of Industrial Relations Compliance. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post all job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

23. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONTRACTOR affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONTRACTOR agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.
24. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

Makelele Systems Landscape & Maintenance, Inc.

Date: _____

Signature

Name & Title (please print)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

ATTACHMENT "A" **Scope of Work**

A. General

Makelele Systems Landscape & Maintenance, Inc., a California corporation ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with landscape maintenance services within the City's Landscape Maintenance Districts ("LMD").

B. Location

Contractor will provide services at the LMD zones in accordance with the locations listed in Exhibit 1 to this Scope of Work, which is attached hereto and incorporated by this reference.

C. Services

Contractor will perform services in accordance with Exhibit 2 to this Scope of Work, which is attached hereto and incorporated by this reference.

D. Scheduling

Contractor will schedule work in accordance with the requirements listed in Exhibit 2 and by contacting Brad Mason at 760-839-4665 or brmason@escondido.org. Work shall be performed in-between the hours of 8 a.m. and 6 p.m., Monday through Friday.

E. Contract Price and Payment Terms

The contract price of this Agreement shall not exceed an annual sum of \$282,864 and a two-year total of **\$565,728**. The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

F. Term

The initial performance period of this contract shall be for two years beginning on July 1, 2023 through June 30, 2025 ("Initial Term"). The Initial Term of this Agreement shall be:

- Year 1 (FY 2023/24): July 1, 2023 through June 30, 2024
- Year 2 (FY 2024/25): July 1, 2024 through June 30, 2025

Upon satisfactory performance by Contractor and mutual agreement of the Parties, the City shall have the option to renew this Agreement for three additional one-year terms beyond the Initial Term. The additional one-year option periods shall be as follows:

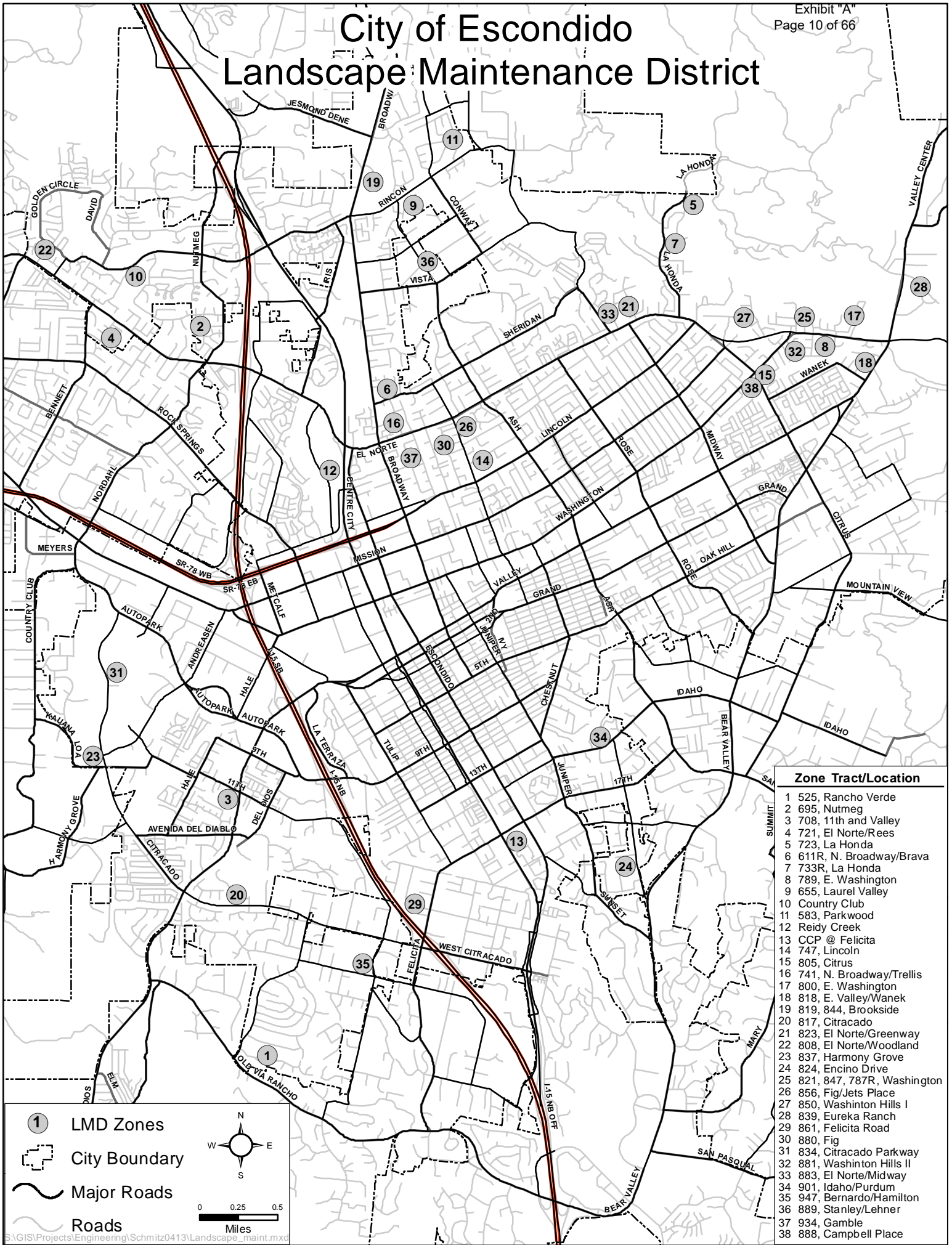
- Year 3 (FY 2025/26): July 1, 2025 through June 30, 2026
- Year 4 (FY 2026/27): July 1, 2026 through June 30, 2027
- Year 5 (FY 2027/28): July 1, 2027 through June 30, 2028

Exhibit 1

LMD Overall Zone Map

And Zone Description

City of Escondido Landscape Maintenance District



Zone Tract/Location

- 1 525, Rancho Verde
- 2 695, Nutmeg
- 3 708, 11th and Valley
- 4 721, El Norte/Rees
- 5 723, La Honda
- 6 611R, N. Broadway/Brava
- 7 733R, La Honda
- 8 789, E. Washington
- 9 655, Laurel Valley
- 10 Country Club
- 11 583, Parkwood
- 12 Reidy Creek
- 13 CCP @ Felicitia
- 14 747, Lincoln
- 15 805, Citrus
- 16 741, N. Broadway/Trellis
- 17 800, E. Washington
- 18 818, E. Valley/Wanek
- 19 819, 844, Brookside
- 20 817, Citracado
- 21 823, El Norte/Greenway
- 22 808, El Norte/Woodland
- 23 837, Harmony Grove
- 24 824, Encino Drive
- 25 821, 847, 787R, Washington
- 26 856, Fig/Jets Place
- 27 850, Washinton Hills I
- 28 839, Eureka Ranch
- 29 861, Felicitia Road
- 30 880, Fig
- 31 834, Citracado Parkway
- 32 881, Washinton Hills II
- 33 883, El Norte/Midway
- 34 901, Idaho/Purdum
- 35 947, Bernardo/Hamilton
- 36 889, Stanley/Lehner
- 37 934, Gamble
- 38 888, Campbell Place

LMD Zones
 City Boundary
 Major Roads
 Roads

0 0.25 0.5
 Miles

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LMD Zone Descriptions

LMD Zone 1 – Rancho Verde

The project area is within the Rancho Verde subdivision, Tracts 523A, 523B, 653 and 692 which are located north of Via Rancho Parkway at Eucalyptus Avenue. The improvements to be maintained are the entryway improvements including the parkway landscaping on both the east and west side of Eucalyptus Avenue extending a distance of approximately 400 feet from Via Rancho Parkway.

Area = 33,000 Sq. Ft.

LMD Zone 2 – Nutmeg

Located on the west side of Nutmeg Street, south of Sunset Heights Road. The improvements to be maintained include the slope/parkway landscaping on the west side of Nutmeg Street, the slope landscaping on the north side of the service road south of the tract, and the slope/parkway landscaping on the south side of Sunset Heights Road.

Area = 17,200 Sq. Ft.

LMD Zone 3 – Eleventh/Valley

Located at the southwest corner of West Eleventh Avenue and West Valley Parkway. The improvements to be maintained include the slope and parkway landscaping on the west side of West Valley Parkway, and a small portion of parkway landscaping on the south side of Eleventh Avenue.

Area = 18,200 Sq. Ft.

LMD Zone 4 – El Norte/Rees

Located on the north side of El Norte Parkway and the west side of Rees Road from Rees Road to approximately 1000 feet east of Bennett Avenue. The improvements to be maintained include crib wall, slope and parkway landscaping on the north side of El Norte Parkway, and parkway landscaping on the west side of Rees Road adjacent to the homes in Tract 721.

Area = 14,700 Sq. Ft.

LMD Zone 5 – La Honda (north)

Located on the east side of La Honda Drive beginning just south of Dublin Lane and continuing north up La Honda Drive. The improvements to be maintained are the slope/parkway landscaping on the east side of La Honda Drive north and south of Dublin Lane, and the slope/parkway landscaping on Dublin Lane at the entry to Tract 723.

Area = 37,300 Sq. Ft.

LMD Zone 6 – N. Broadway/Brava

Located on the east side of North Broadway at the intersection of Brava Place. Improvements to be maintained include parkway landscaping north and south of Brava Place, and parkway landscaping on Brava place adjacent to environmental channel.

Area = 2,000 Sq. Ft. – not including channel maintenance

**Any work done in the portion of the environmental channel flowing through the development, as indicated on the subdivision map, will be billed as extra work and is not part of the monthly maintenance. Channel maintenance must be preapproved by the Public Works Department and may be subject to additional environmental requirements and maintenance restrictions.*

LMD Zone 7 – La Honda (south)

Located on the east side of La Honda Drive beginning north of Trujillo Terrace and continuing north up La Honda Drive to the boundary of LMD Zone 5. The improvements to be maintained include the slope/parkway landscaping on the east side of La Honda Drive and the landscaping in a triangular-shaped lot on the corner of MacNaughton Lane and Glasgow Lane.

Area = 23,000 Sq. Ft.

LMD Zone 8 – East El Norte Parkway

Located on the south side of El Norte Parkway between Justin Way and Kaile Lane. The improvements to be maintained include parkway landscaping.

Area = 2,722 Sq. Ft.

LMD Zone 9 – Laurel Valley

The project areas are within the Laurel Valley subdivision, Tract 655. The area is generally south of Rincon Avenue and on the east and west sides of Ash Street. This tract has 156 single family homes. The improvements to be maintained include 2.31 acres of turf, 1.46 acres of plateau grass, 1.49 acres of landscaped slopes, and 0.12 acres of shrubs/groundcover.

Area = 234,353 Sq. Ft.

LMD Zone 10 - Country Club Lane

The improvements to be maintained include the median landscaping on Country Club Lane west of Interstate 15 and northeast of Nutmeg St.

Area = 8,500 Sq. Ft.

LMD Zone 11 – Parkwood

Located on the north side of Rincon Avenue, south of Cleveland Avenue and east and west of Conway Drive. The improvements to be maintained include landscaping around the perimeter of the Parkwood development, median landscaping on Conway Drive between Rincon Avenue and Cleveland Avenue, open space Eucalyptus groves, and a turf lined drainage channel.

Area = 687,000 Sq. Ft.

LMD Zone 12 - Reidy Creek Environmental Channel

The Reidy Creek Environmental Channel generally lies west of Centre City Parkway, north of Lincoln Avenue, and south of El Norte Parkway. The improvements to be maintained include the grass-lined slopes of the Reidy Creek Channel, including all shrubs and trees on the slopes. This channel is non-irrigated.

Area = 830,000 Sq. Ft.

**Channel bed maintenance is not part of the monthly maintenance and invasive plant species will be removed and/or treated three (3) times a year and will be billed separately and approved by the City. Channel bed maintenance and may be subject to additional environmental requirements and maintenance restrictions.*

LMD Zone 13 - Centre City Parkway Median at Felicita Avenue

Located south of Felicita Avenue extending to approximately 500 feet south of Towne Centre Driveway. The improvement to be is the landscaping which includes trees, shrubs, and ground cover in the median on Centre City Parkway.

Area = 42,500 Sq. Ft.

LMD Zone 14 - Lincoln

Located on the north side of Lincoln Avenue between Fig Street and Grape Street. The improvements to be maintained include the landscaping in the parkway on the north side of Lincoln Parkway adjacent to the homes in Tract 747.

Area = 2,000 Sq. Ft.

LMD Zone 15 – Citrus/Washington

Located on the east side of Citrus Avenue and the south side of Washington Avenue. The improvements to be maintained include the landscaping in the parkway on the east side of Citrus Avenue and on the south side of Washington Avenue adjacent to the homes in Tract 805.

Area = 7,000 Sq. Ft.

LMD Zone 16 – N. Broadway/Trellis

Located on the east side of North Broadway at the intersection of Trellis Lane. The improvements to be maintained include the parkway landscaping on the east side of North Broadway and the south side of Trellis Lane adjacent to the homes in Tract 741.

Area = 1,200 Sq. Ft.

LMD Zone 17 – El Norte/Creekside

Located on the north side of El Norte Parkway east of Kaile Lane. The improvements to be maintained include parkway landscaping on the north side of El Norte Parkway and the east side of Kaile Lane.

Area = 6,240 Sq. Ft.

LMD Zone 18 – East Valley Parkway/Wanek

Located on East Valley Parkway just north of Wanek Road. The improvements to be maintained include parkway landscaping on the west side of East Valley Parkway north of Wanek Road adjacent to Tract 818.

Area = 1,265 Sq. Ft.

LMD Zone 19 – Brookside I and II

Located north of Rincon Avenue, east of North Broadway Avenue, west of Conway Drive, and south of North Avenue in Tracts 819 and 844.

Area = 448,000 Sq. Ft.

LMD Zone 20 – Citracado

Located on Citracado Parkway south of Greenwood Place adjacent to Tract 817. The improvements to be maintained include slope/parkway landscaping on the north, east and west sides of Citracado Parkway adjacent to Tract 817.

Area = 20,750 Sq. Ft.

LMD Zone 21 – El Norte/Greenway

Located on East El Norte Parkway east of Greenway Rise adjacent to Tract 823. The improvements to be maintained include slope/parkway landscaping on the north side of East El Norte Parkway adjacent to Tract 823.

Area = 6,000 Sq. Ft.

LMD Zone 22 – El Norte/Woodland

Located on West El Norte Parkway and Woodland Parkway adjacent to Tract 808. Improvements to be maintained include slope/parkway on the north side of West El Norte Parkway and the east side of Woodland Parkway adjacent to Tract 808.

Area = 9,660 Sq. Ft.

LMD Zone 23 – Harmony Grove

Located on Harmony Grove Road south of Princess Kyra Place adjacent to Tract 837. Improvements to be maintained include parkway landscaping on the north side of Harmony Grove Road east and west of Princess Kyra Place.

Area = 2,270 Sq. Ft.

LMD Zone 24 – Encino/Juniper

Located on Encino Drive adjacent to Tract 824 and on Juniper Street adjacent to Tract 845. The improvements to be maintained include slope/parkway landscaping on the west side of Encino Drive north and south of Amparo Court, a detention basin near the southwest corner of Encino Drive/Amparo Court, slope/parkway landscaping on the east side of Juniper Street north and south of Amparo Drive and a detention basin on the northeast corner of Juniper Street/Amparo Court.

Area = 85,365 Sq. Ft.

LMD Zone 25 – El Norte Parkway

Located on East El Norte Parkway west of Kaile Lane adjacent to Tracts 787R, 821, and 847. Improvements to be maintained include parkway landscaping on the north side of El Norte Parkway adjacent to Tracts 787R, 821, and 847.

Area = 6,216 Sq. Ft.

LMD Zone 26 – Fig

Located on the east side of Fig Street just north of Stanley Court adjacent to Tract 856. Improvements to be maintained include parkway and drainage landscaping on the east side of Fig Street north and south of Jets Place adjacent to Tract 856.

Area = 1,836 Sq. Ft.

LMD Zone 27 – Washington Hills I (aka Chaparral Ridge & Glen)

Located on the north and south sides of El Norte Parkway and the north side of Washington Avenue. Improvements to be maintained includes the parkway landscaping adjacent to the Chaparral Ridge and Chaparral Glen Development.

Area = 29,903 Sq. Ft.

LMD Zone 28 – Eureka Springs

Located on the north side of El Norte Parkway from Key Lime Way to East Valley Parkway, on the west side of East Valley parkway from El Norte Parkway to Beven Drive, on the east side of El Norte Parkway from Eureka Drive to Beven Drive, and in the Median from El Norte Parkway to Beven Drive. Improvements include trees, shrubs, turf, and groundcover.

Area = 287,000 Sq. Ft.

LMD Zone 29 – Felicita Road

Located on the west side of Felicita Road, north and south of Rockwell Springs Court adjacent to Tract 861. Improvements to be maintained includes parkway and drainage landscaping.

Area = 4,578 Sq. Ft.

LMD Zone 30 – Fig Street

Not in contract

LMD Zone 31 – ERTC

Not in contract

LMD Zone 32 – Washington Hills II (aka Chaparral Creek)

Located on the south side of Washington Avenue, east and west of Trovita Court. Improvements to be maintained include parkway landscaping.

Area = 875 Sq. Ft.

LMD Zone 33 – El Norte/Midway

Located on the north side of El Norte Parkway, east and west of Midway Drive. Improvements to be maintained include slope, parkway, and drainage landscaping on El Norte Parkway and Midway Drive adjacent to Tract 883.

Area = 4,000 Sq. Ft.

LMD Zone 34 – Idaho

Located on the north side of Idaho Avenue, west of Purdum Lane. Improvements to be maintained include slope, parkway, and drainage landscaping.

Area = 7,000 Sq. Ft.

LMD Zone 35 – Hamilton Lane

Located on the south side of Hamilton Lane east and west of Hamilton Place adjacent to Tract 889. Improvements to be maintained include parkway and drainage landscaping.

Area = 5,550 Sq. Ft.

LMD Zone 36 – Stanley/Lerner

Not in contract

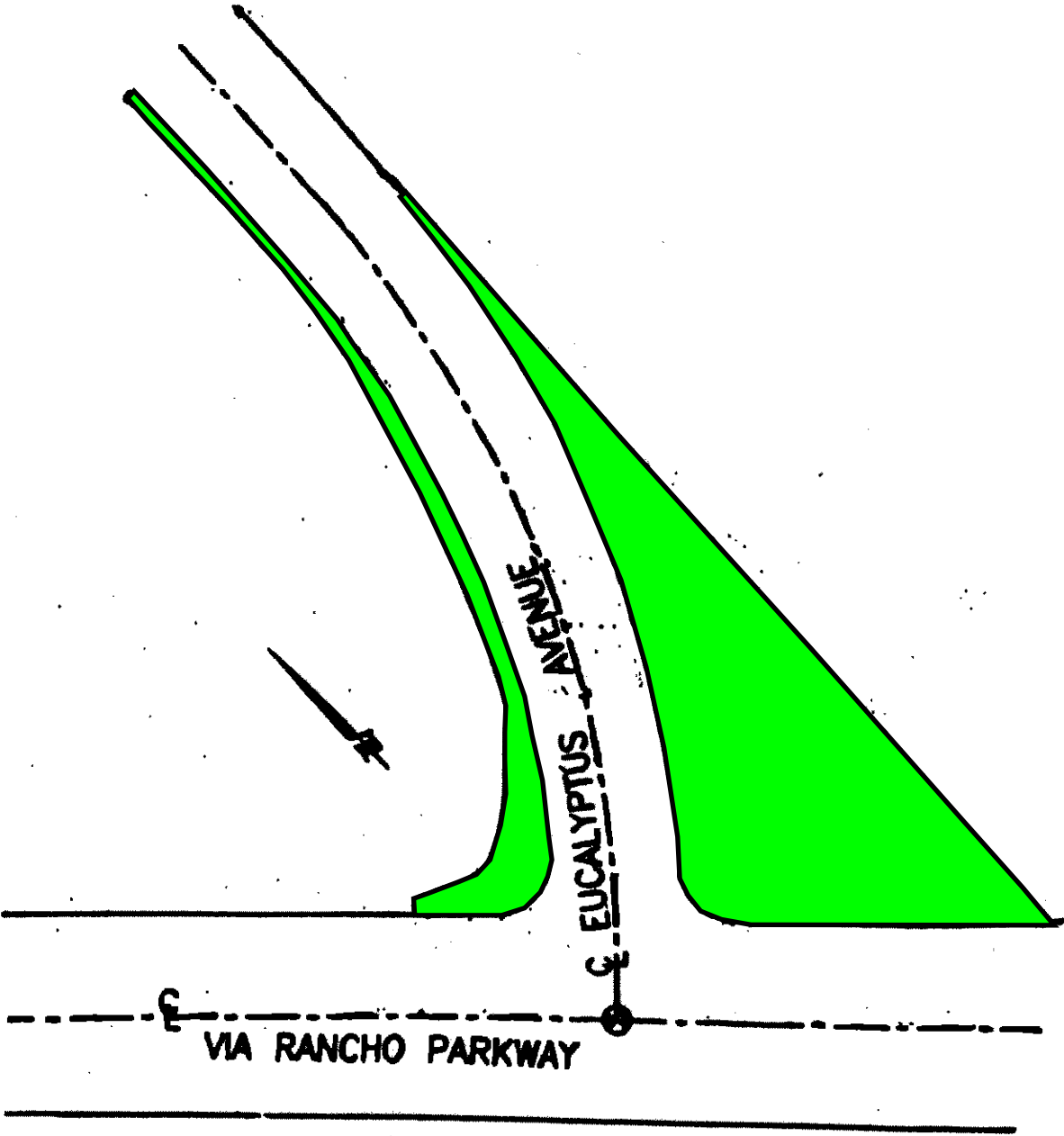
LMD Zone 37 – Gamble

Not in contract

LMD Zone 38 - Campbell Place

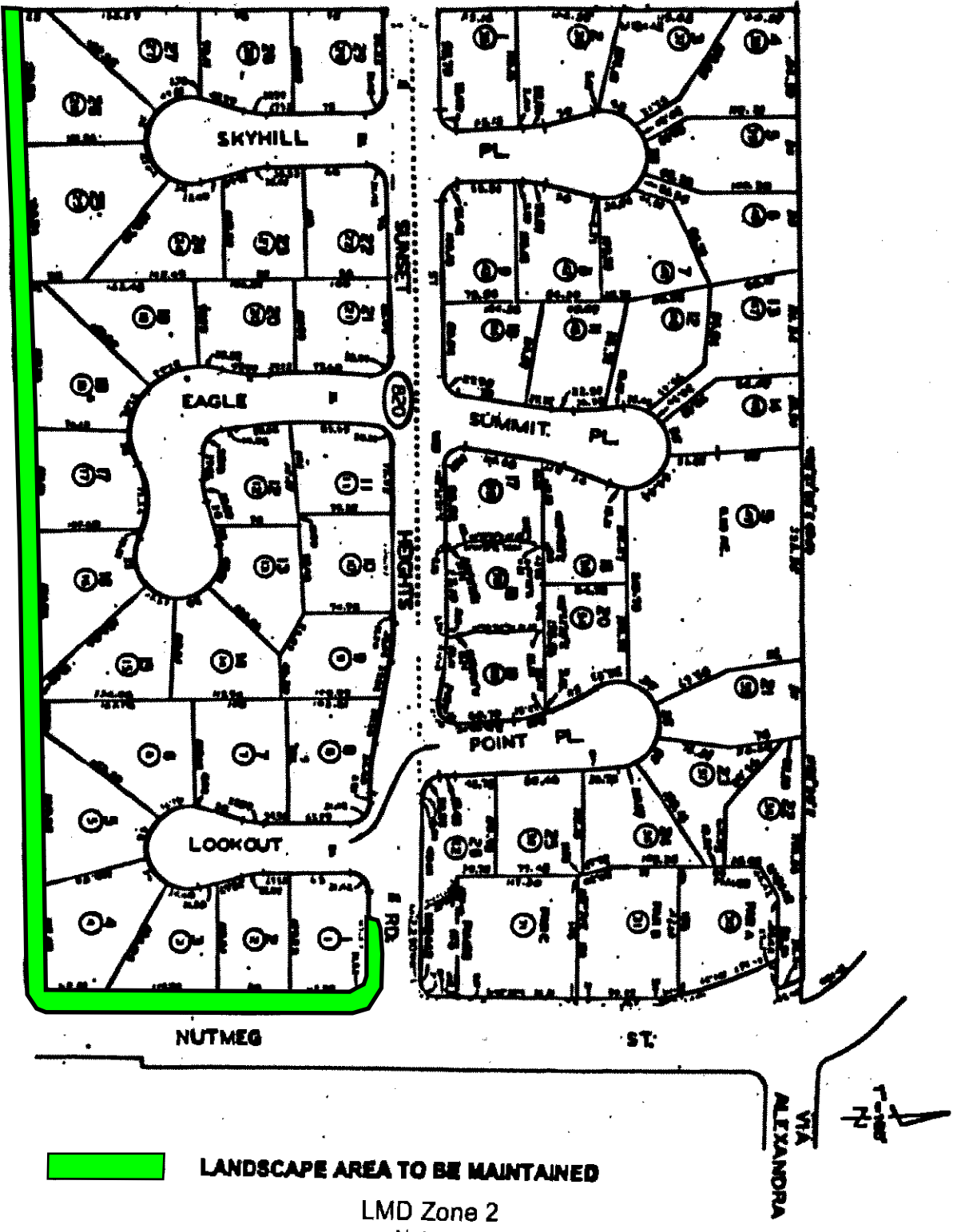
Located on the west side of Citrus Avenue, south of East Washington Avenue and north of the Flood Control Channel. Improvements to be maintained include parkway and drainage landscaping.

Area = 2,000 Sq. Ft.



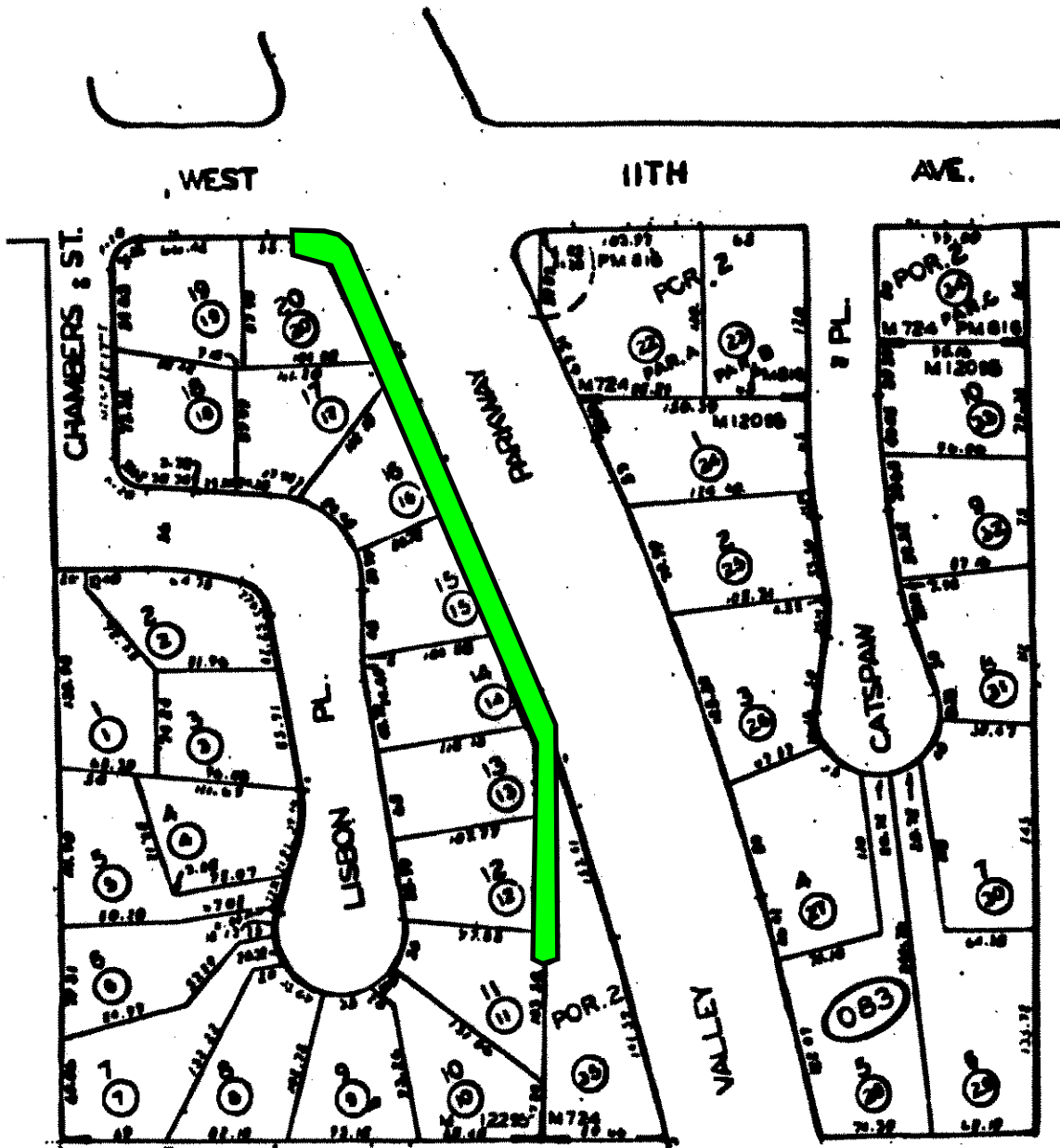
LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 1
Rancho Verde



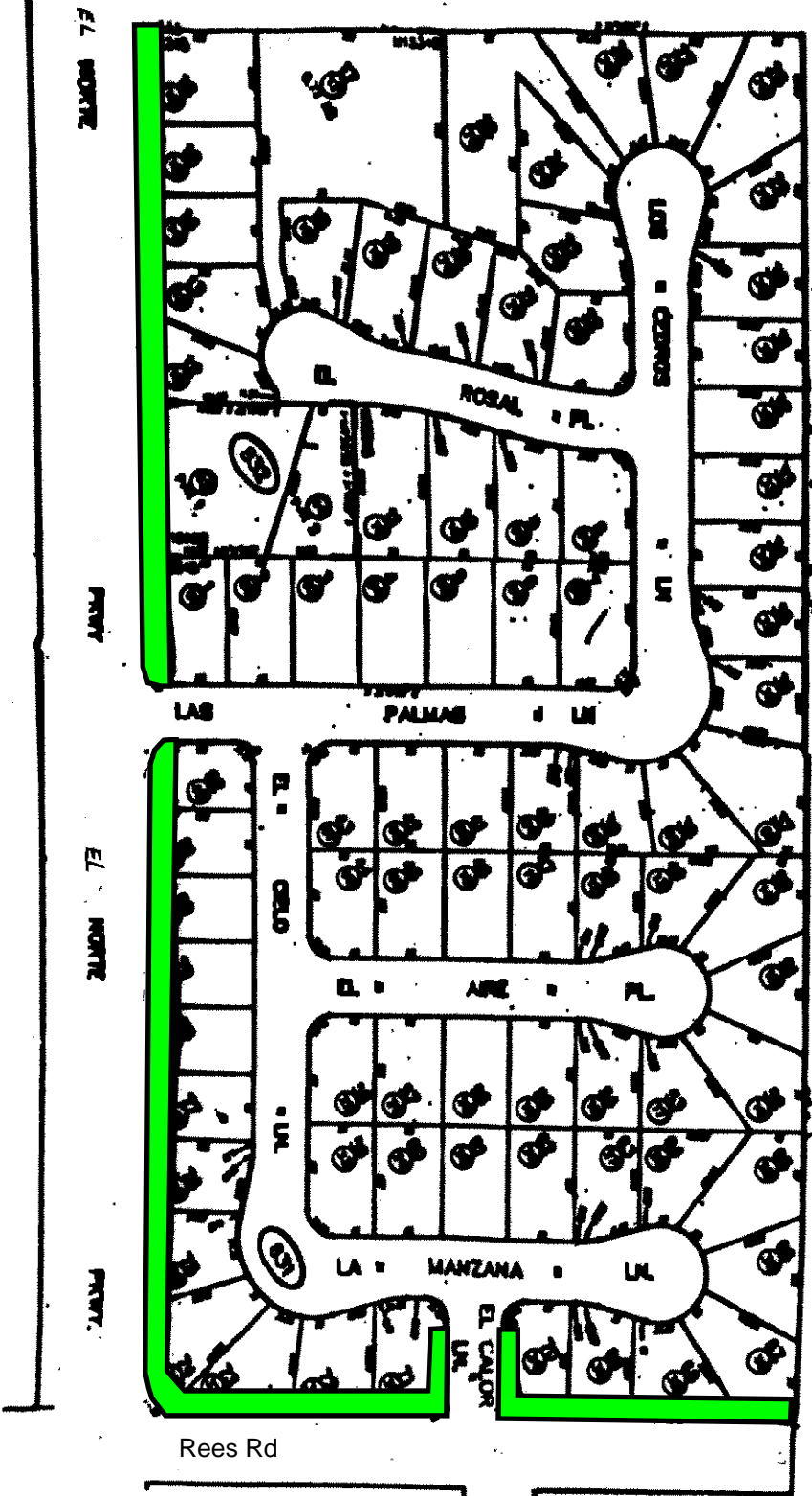
 **LANDSCAPE AREA TO BE MAINTAINED**

LMD Zone 2
Nutmeg



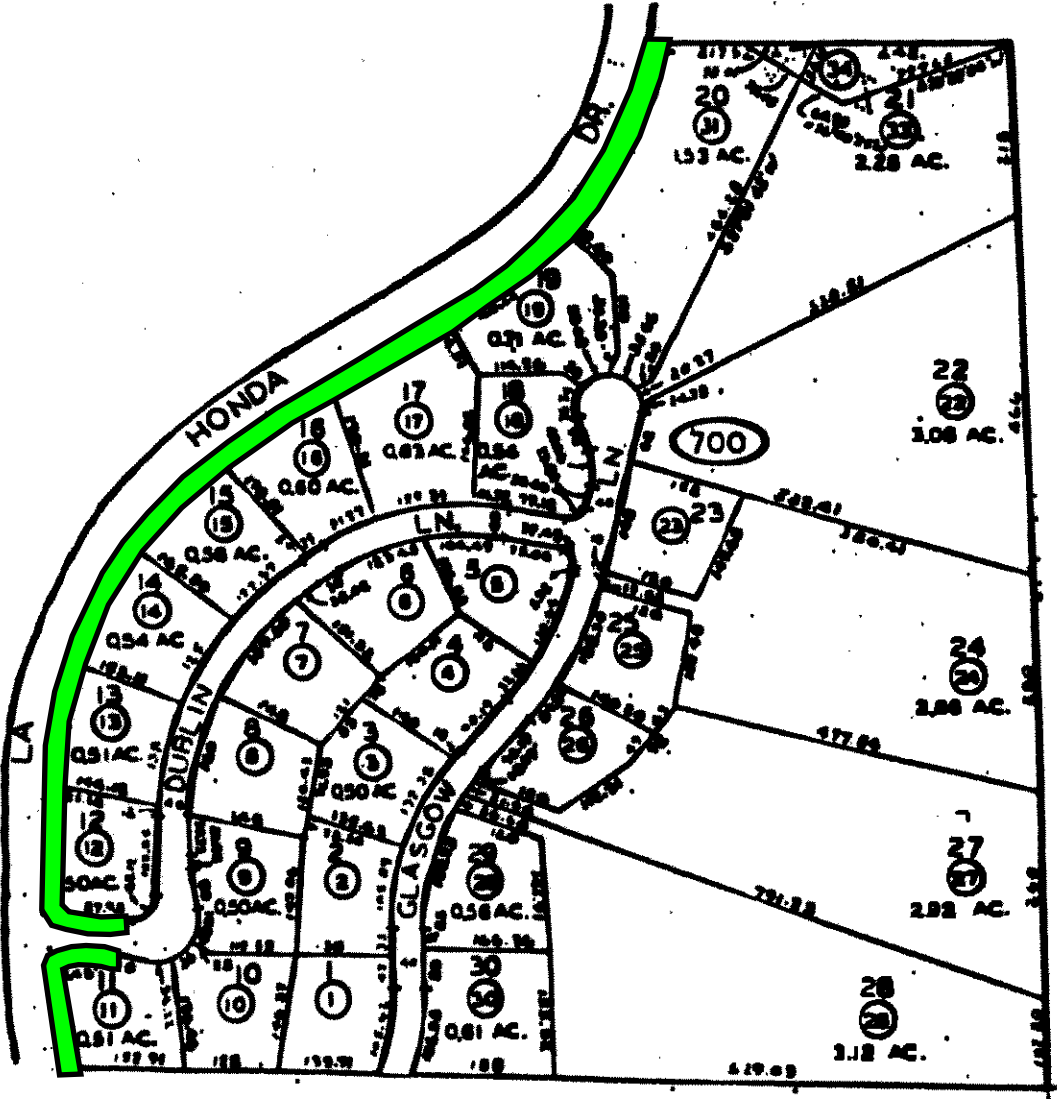
 **LANDSCAPE AREA TO BE MAINTAINED**

LMD Zone 3
Eleventh/Valley



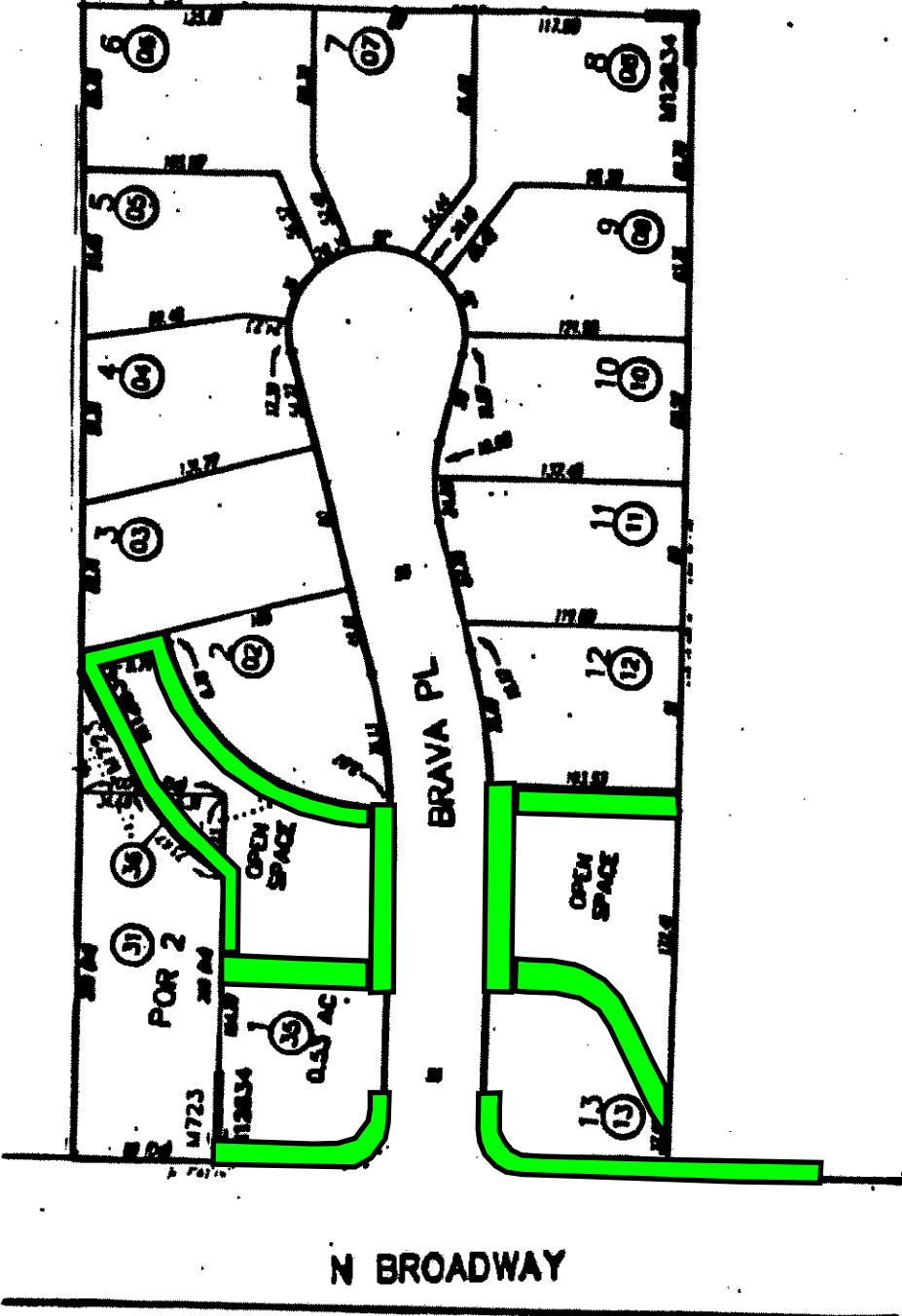
 LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 4
El Norte/Rees



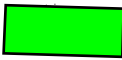
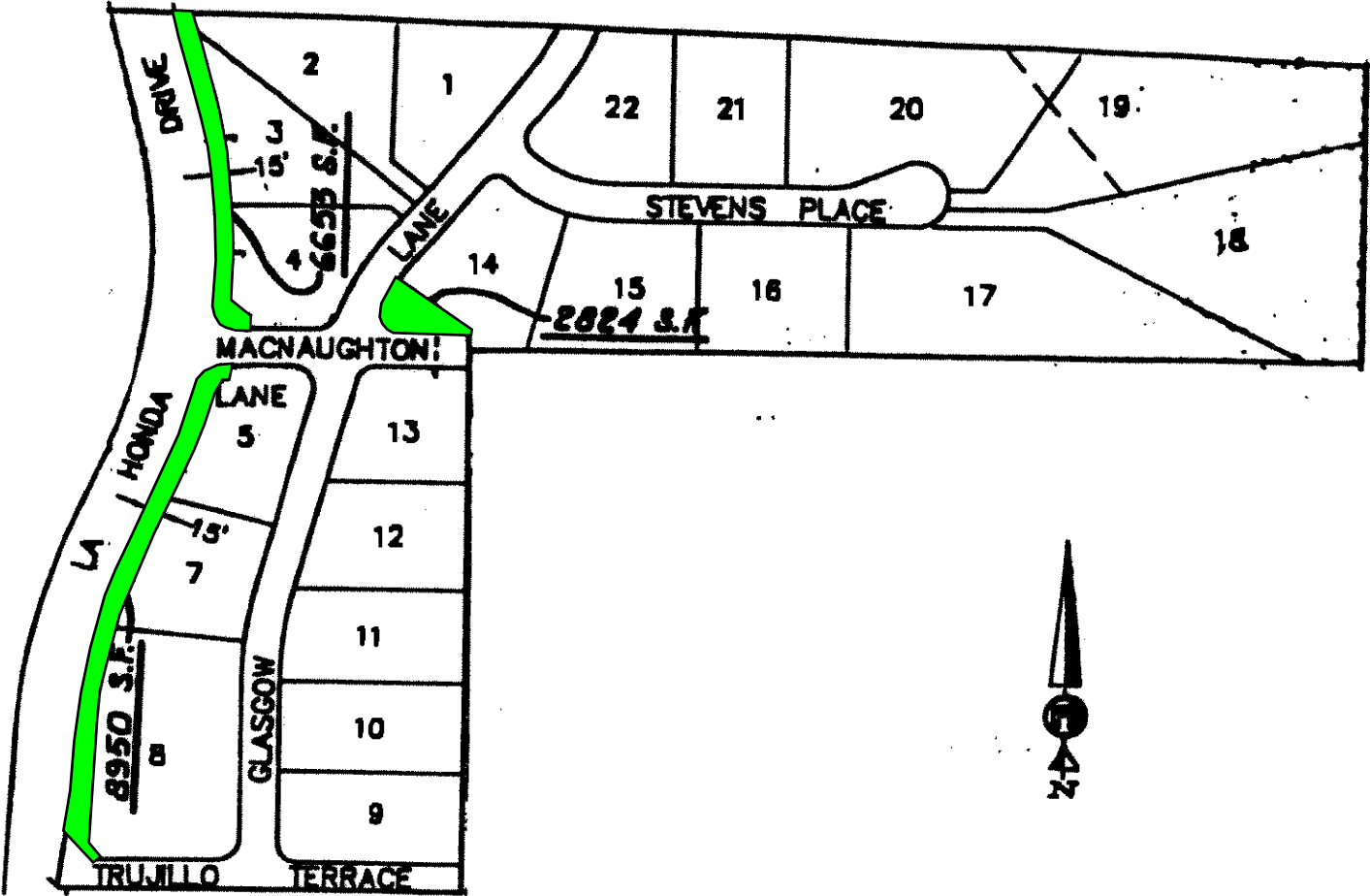
LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 5
La Honda (north)



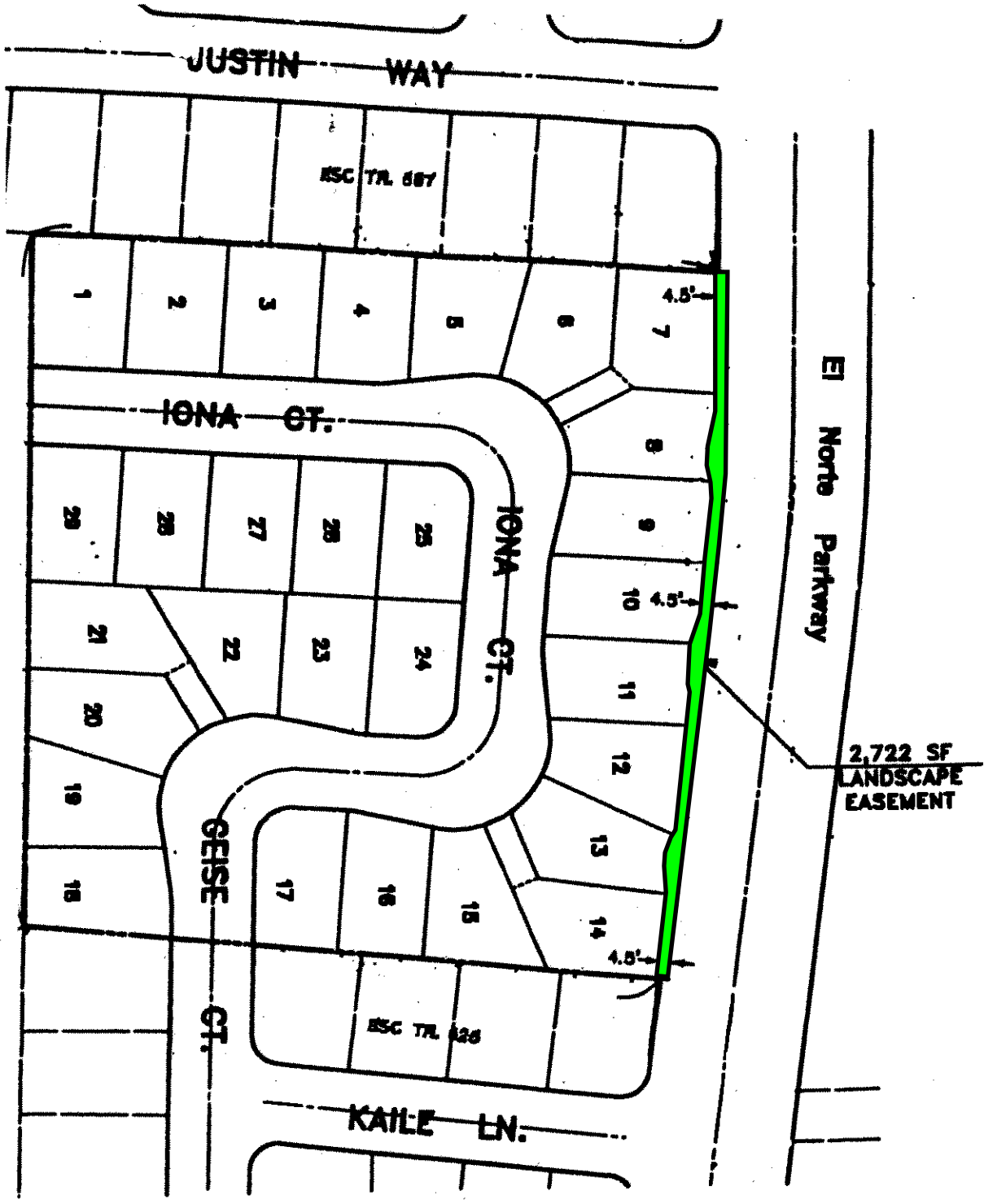
 **LANDSCAPE AREA TO BE MAINTAINED**

LMD Zone 6
N. Broadway/Brava



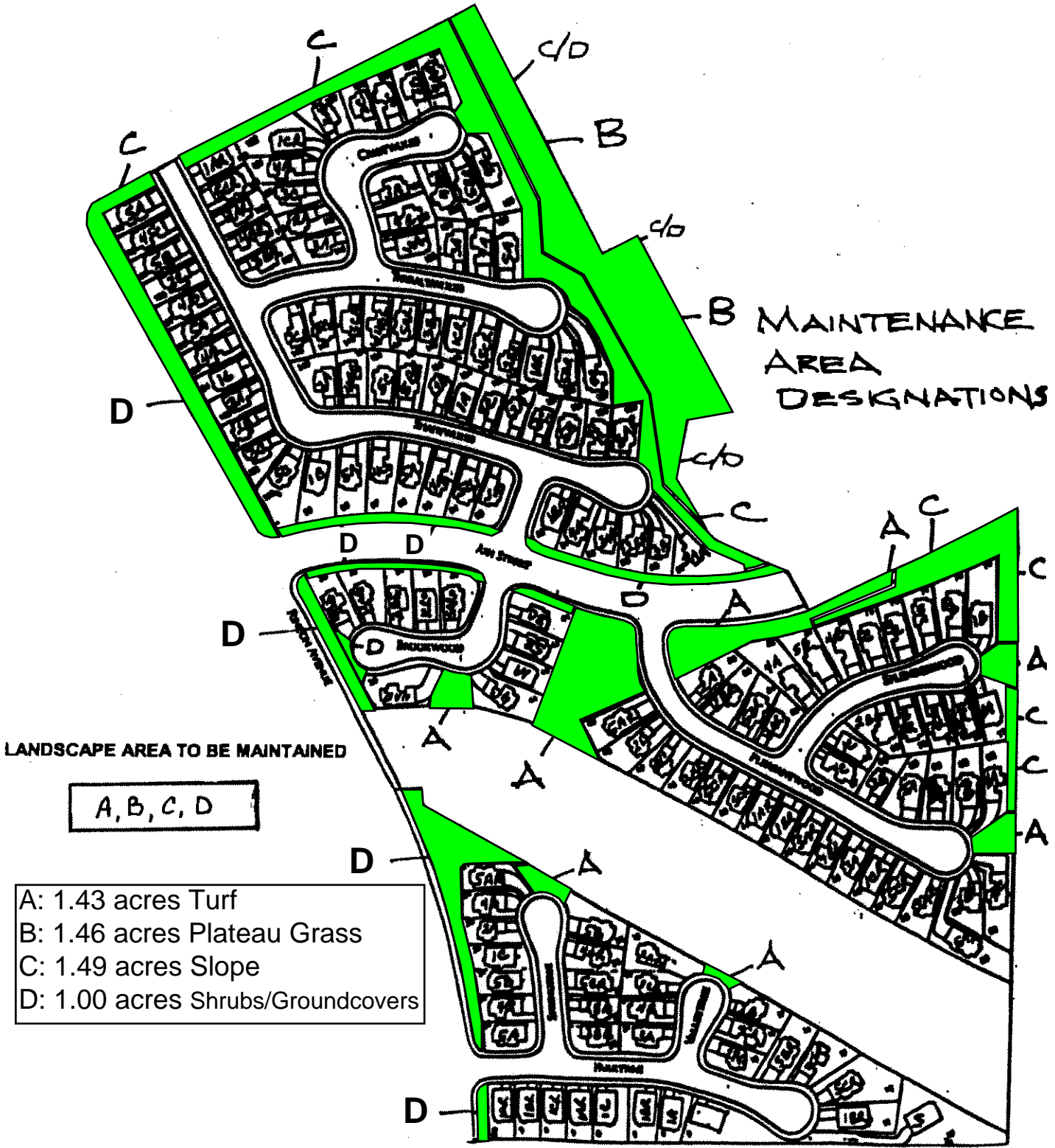
LANDSCAPE AREA TO BE MAINTAINED

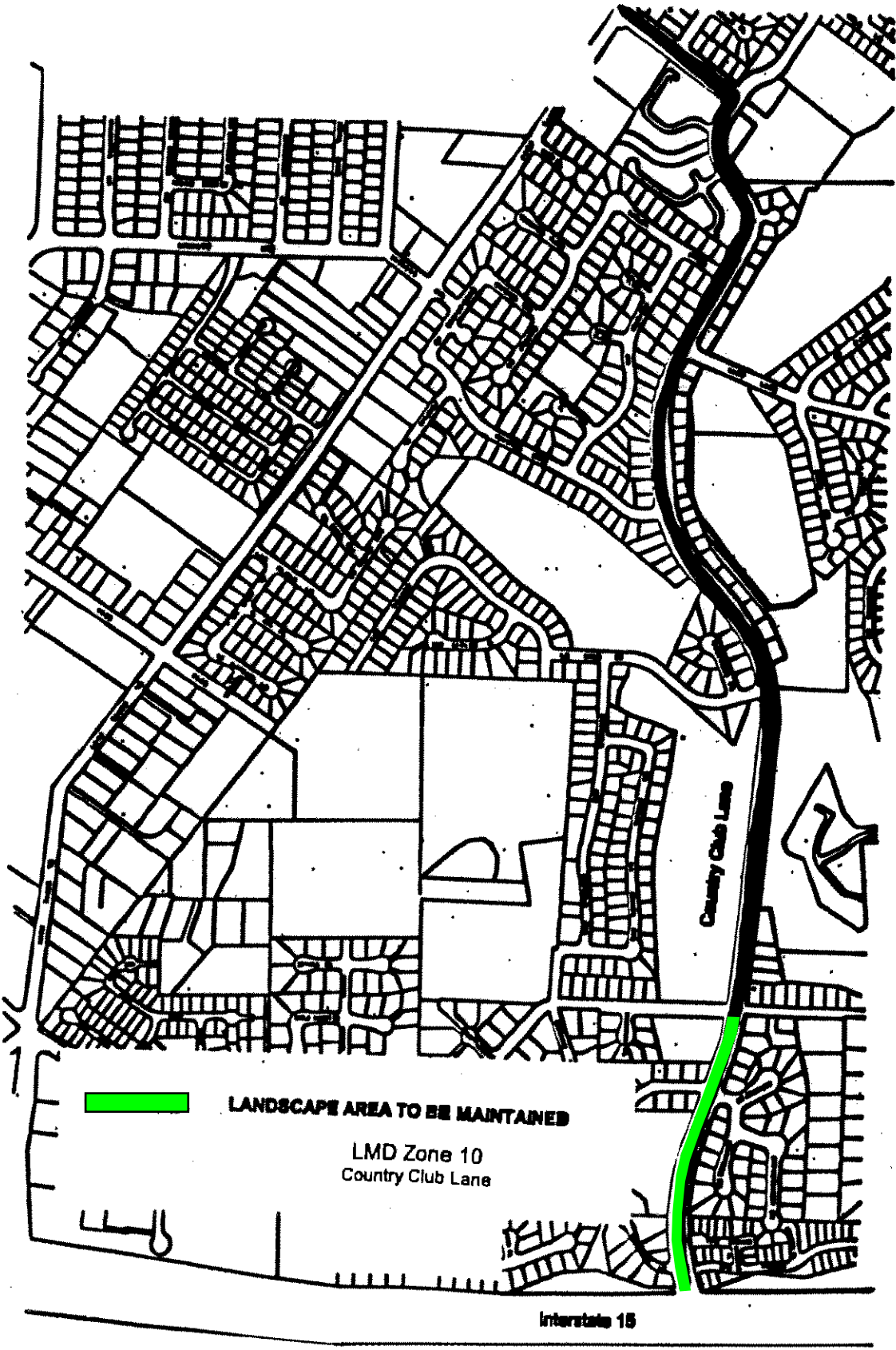
LMD Zone 7
La Honda (south)



LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 8



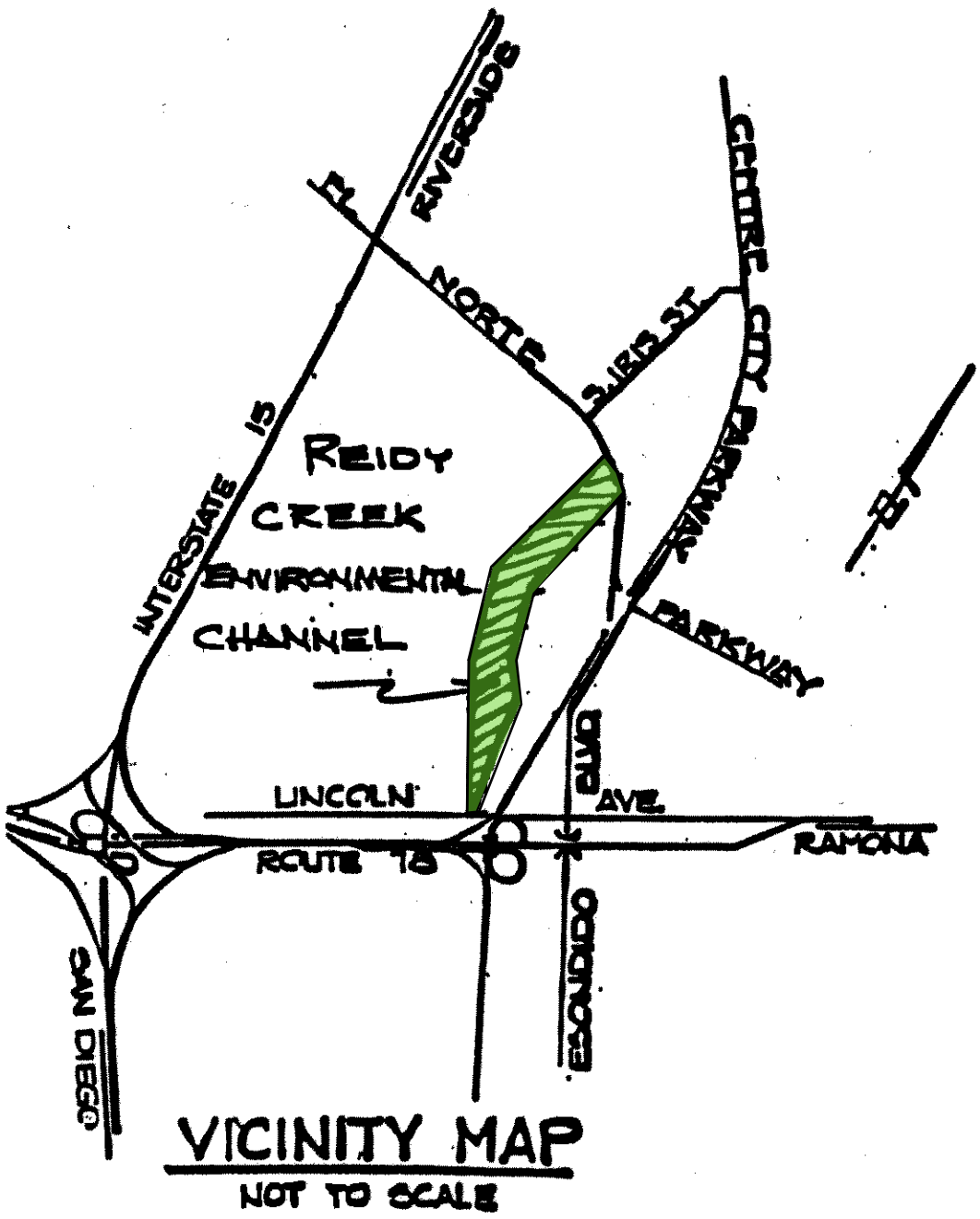




Lots: 40, 60, 88A, 88B, 130, 169, 225, 262, and Conway Medians

LANDSCAPE AREA TO BE MAINTAINED

**LMD Zone 11
Parkwood**



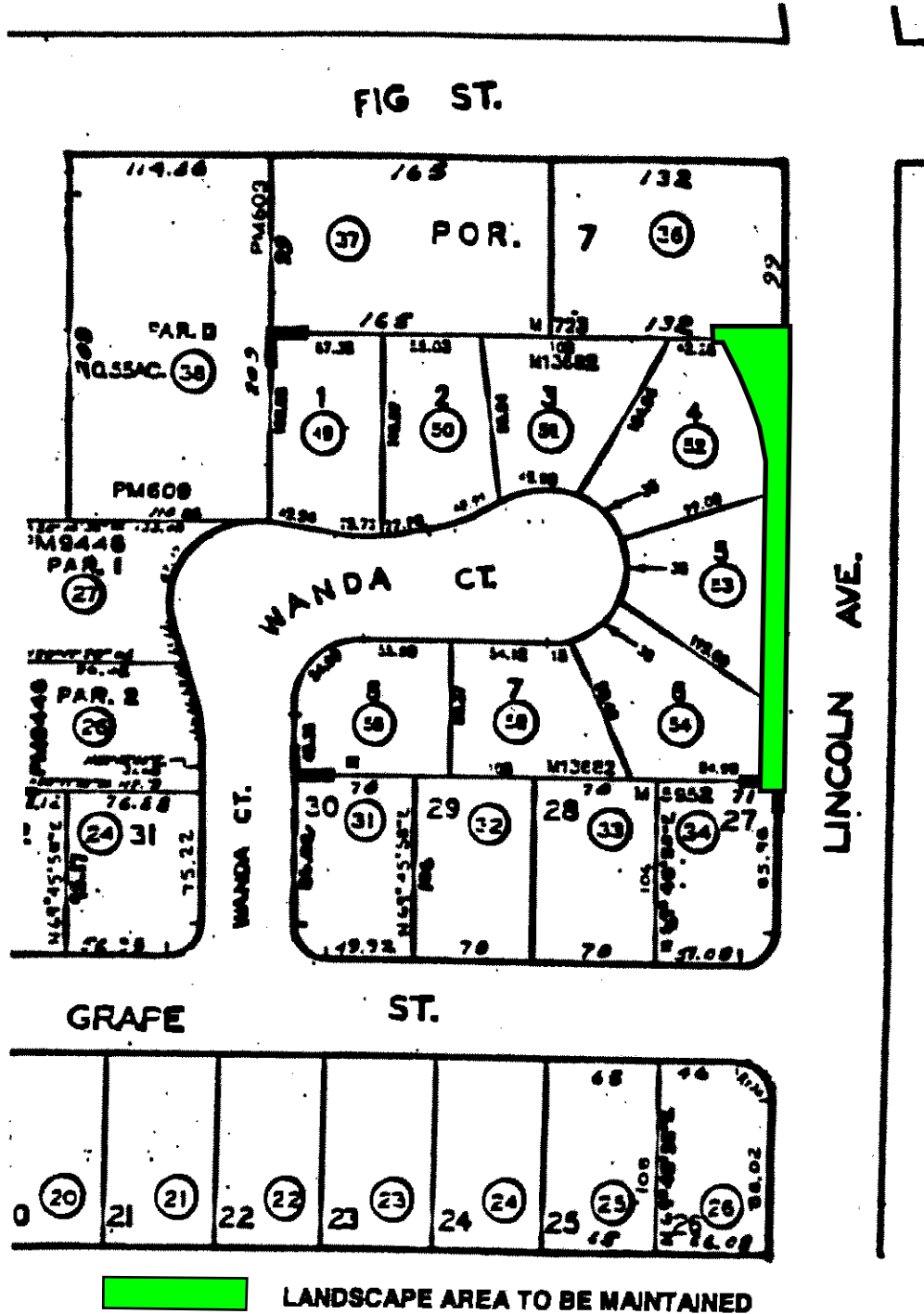
LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 12
Reidy Creek Environmental Channel



 **LANDSCAPE AREA TO BE MAINTAINED**

LMD Zone 13
CCP Median at Felicita

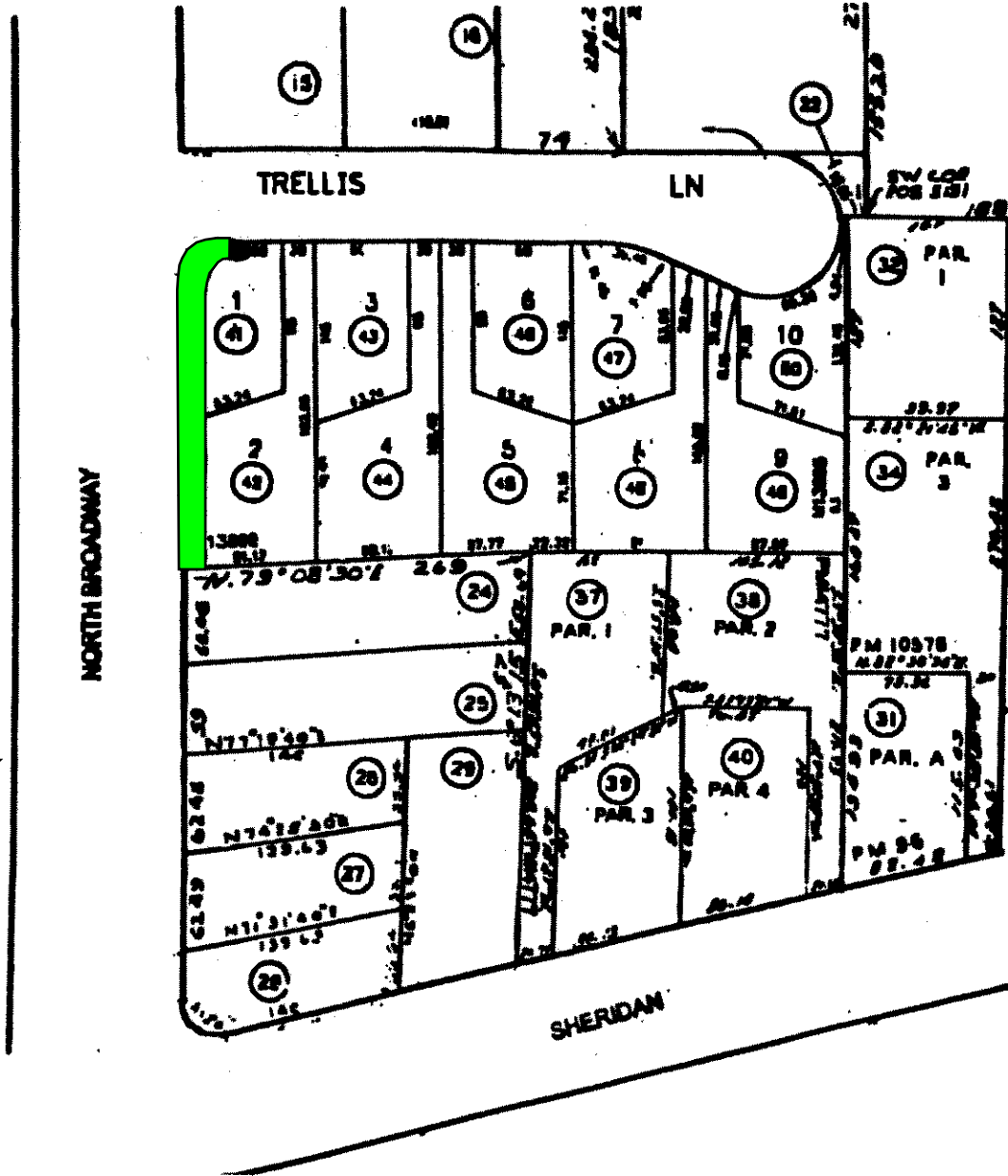


LMD Zone 14
Lincoln



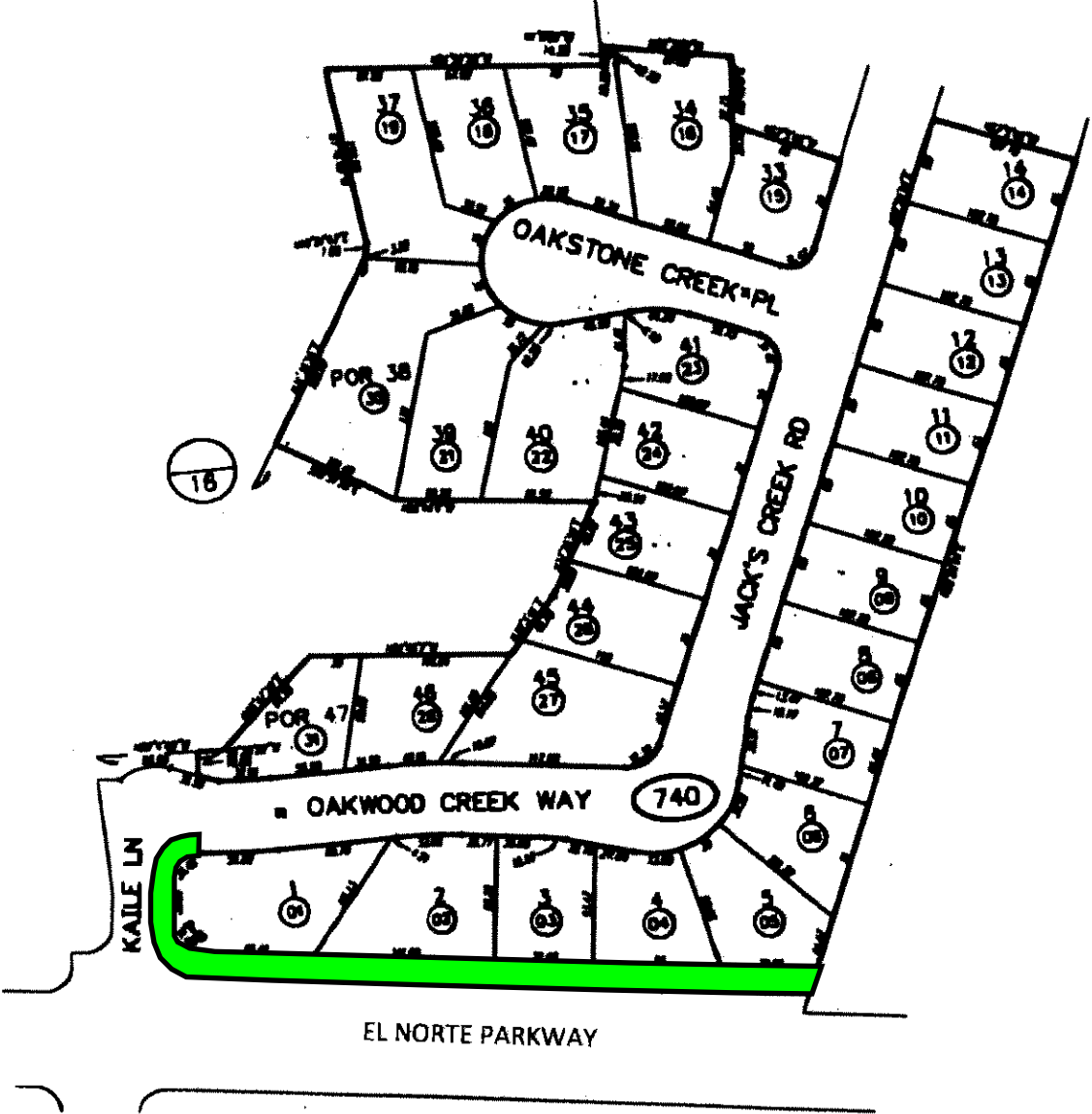
 **LANDSCAPE AREA TO BE MAINTAINED**

LMD Zone 15
Citrus/Washington



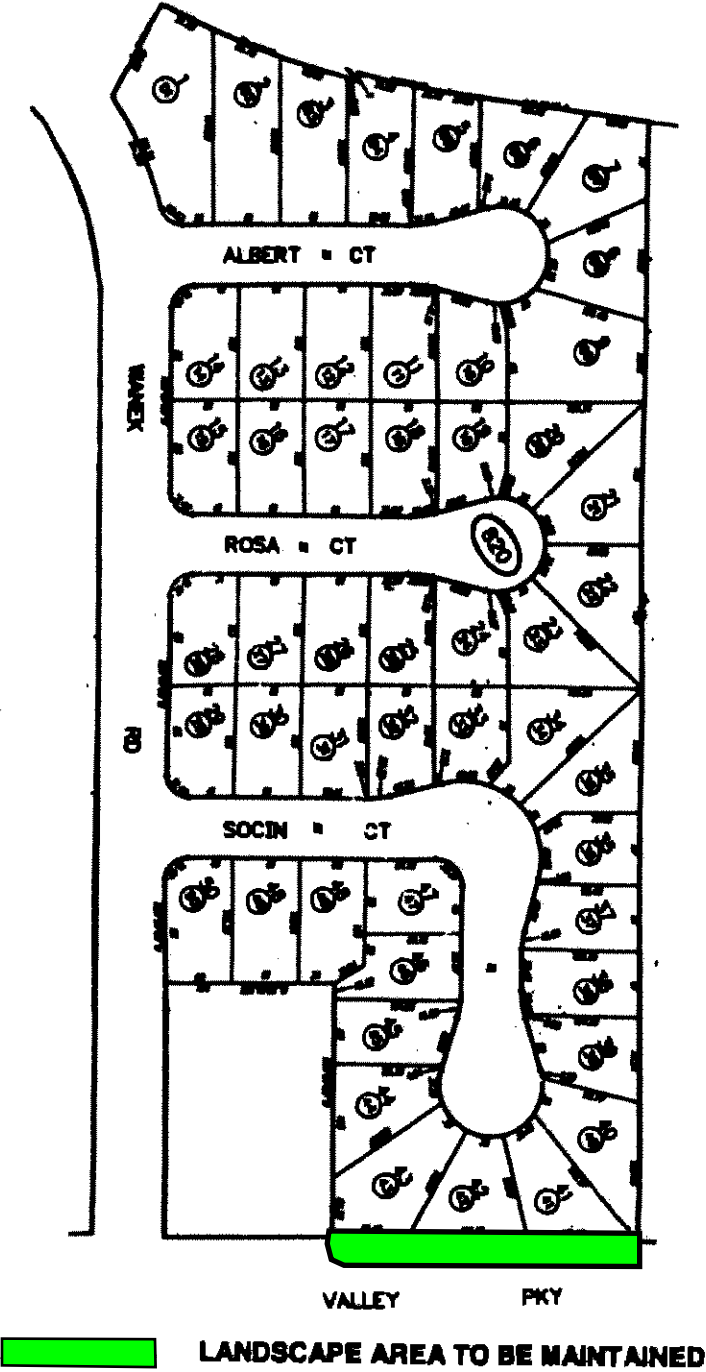
 LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 16
N. Broadway/Trellis

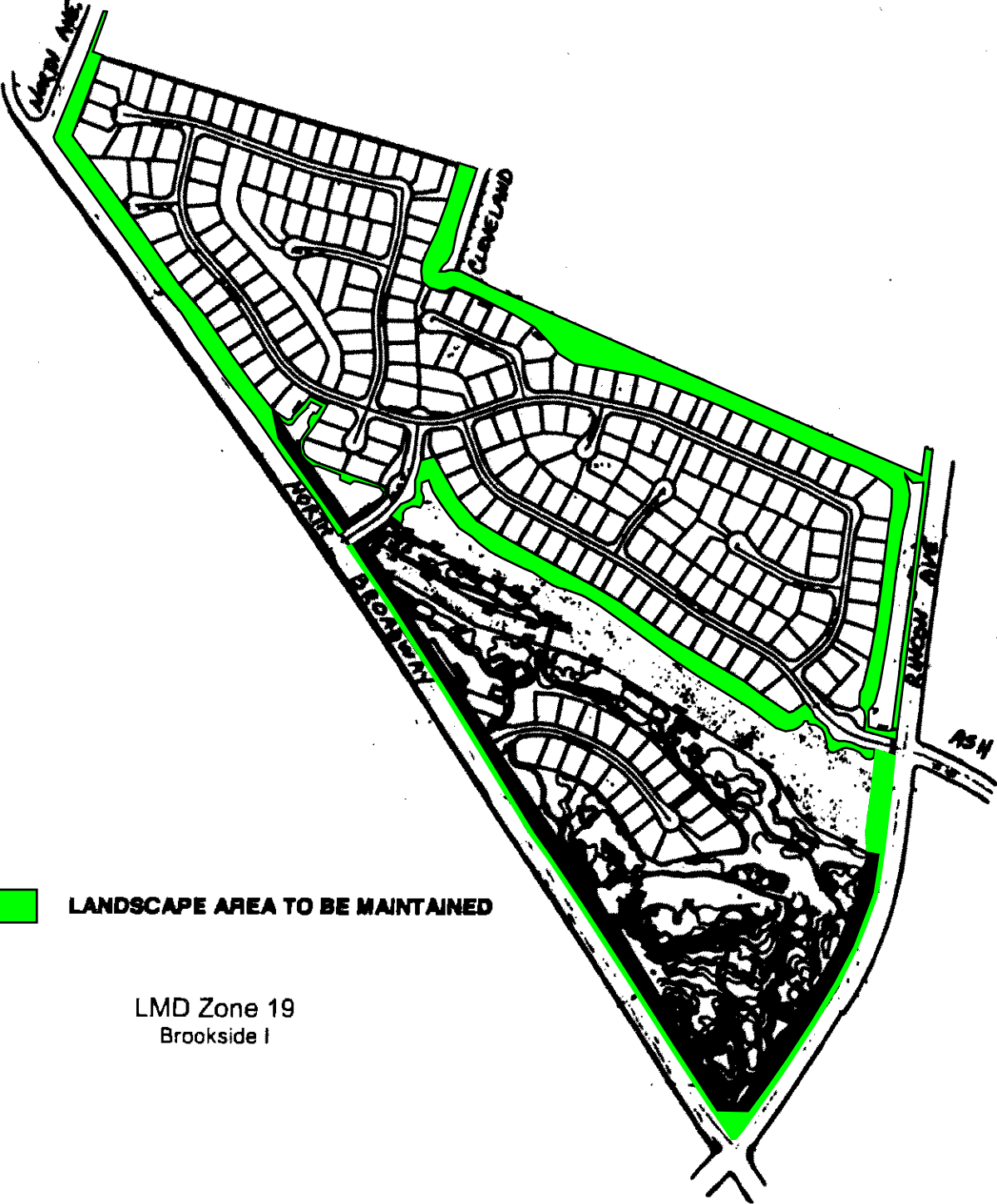


 **LANDSCAPE AREA TO BE MAINTAINED**

LMD Zone 17

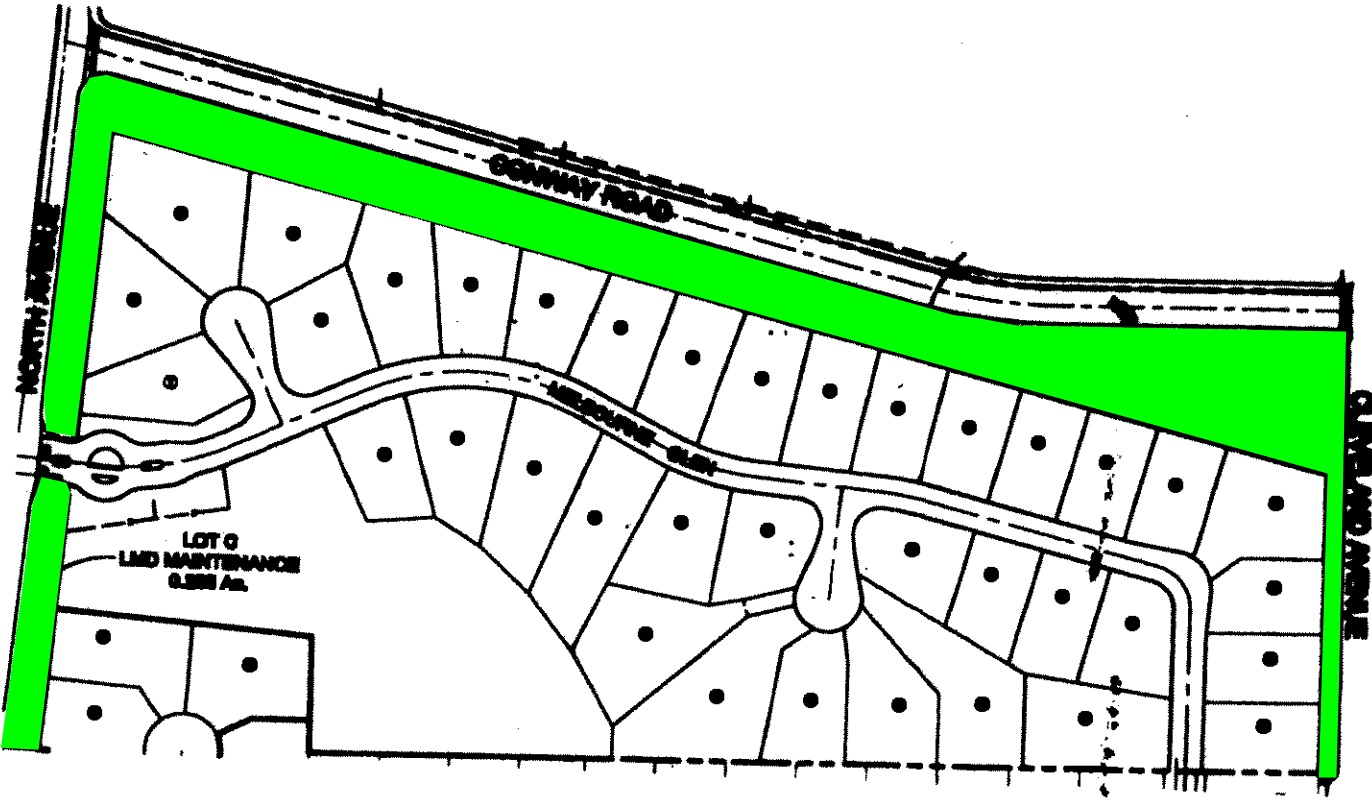


LMD Zone 18
East Valley Parkway/Wanek



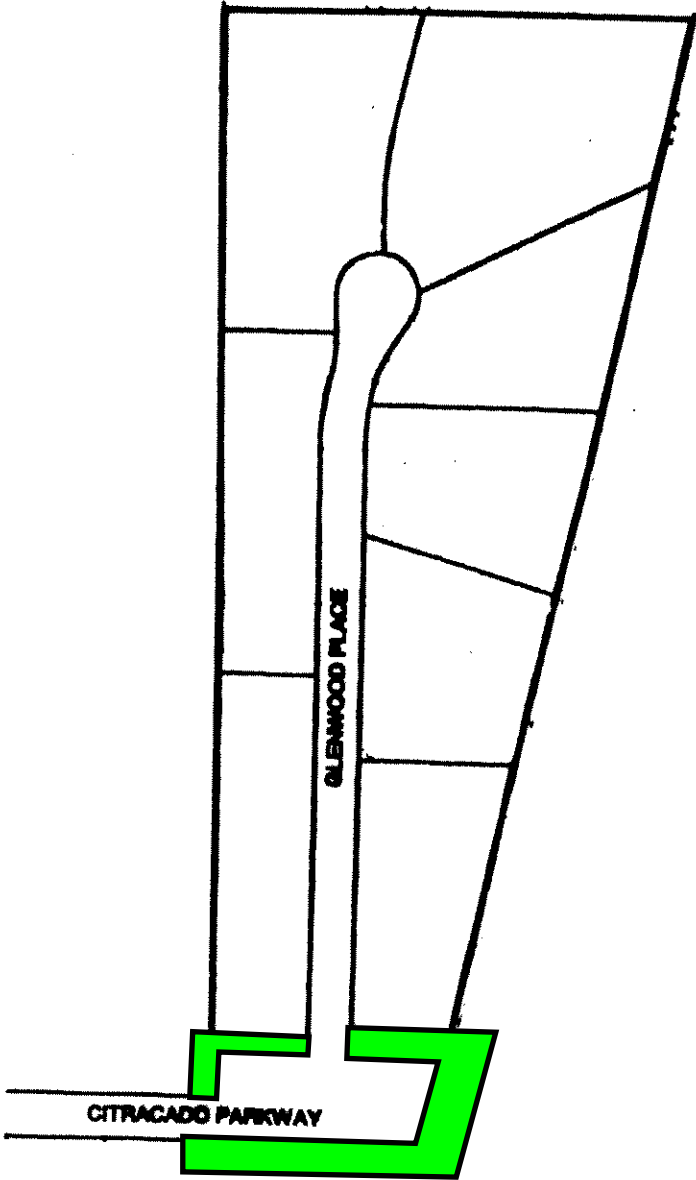
LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 19
Brookside I



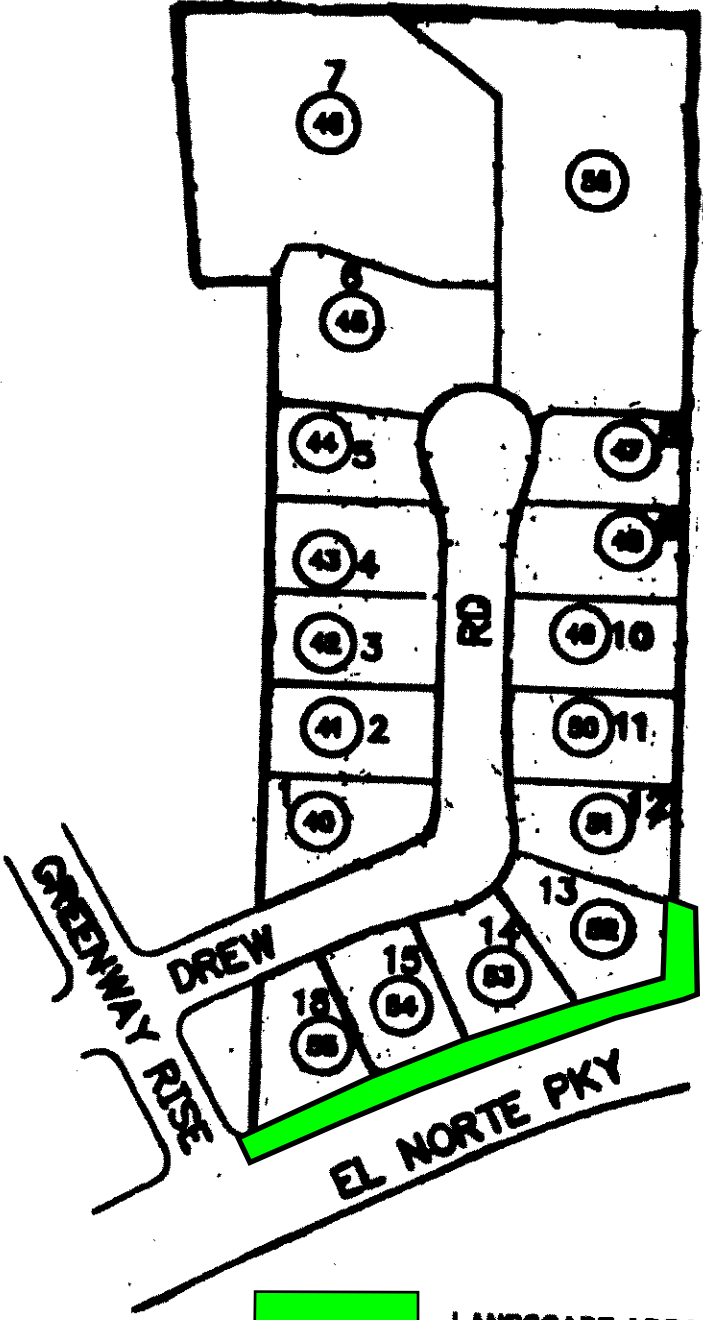
LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 19
Brookside II



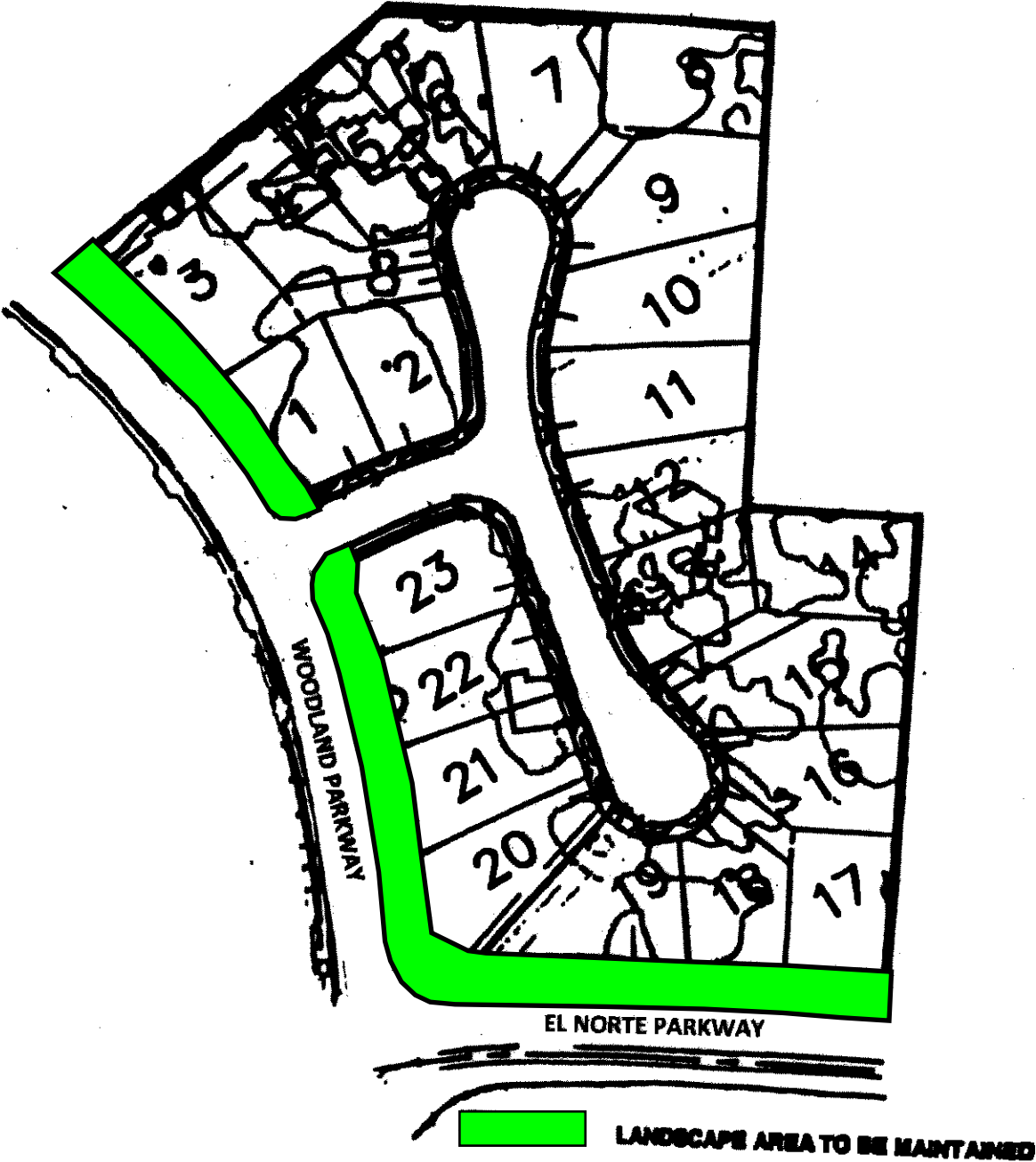
 **LANDSCAPE AREA TO BE MAINTAINED**

LMD Zone 20
Citracado

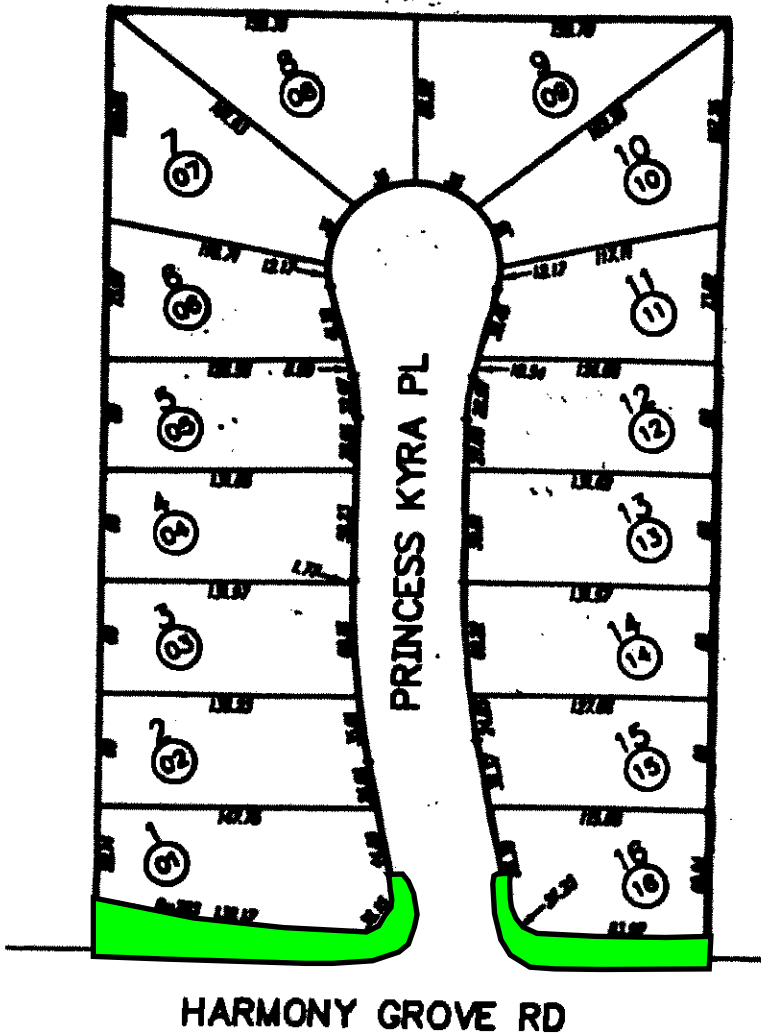


 LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 21
El Norte/Greenway

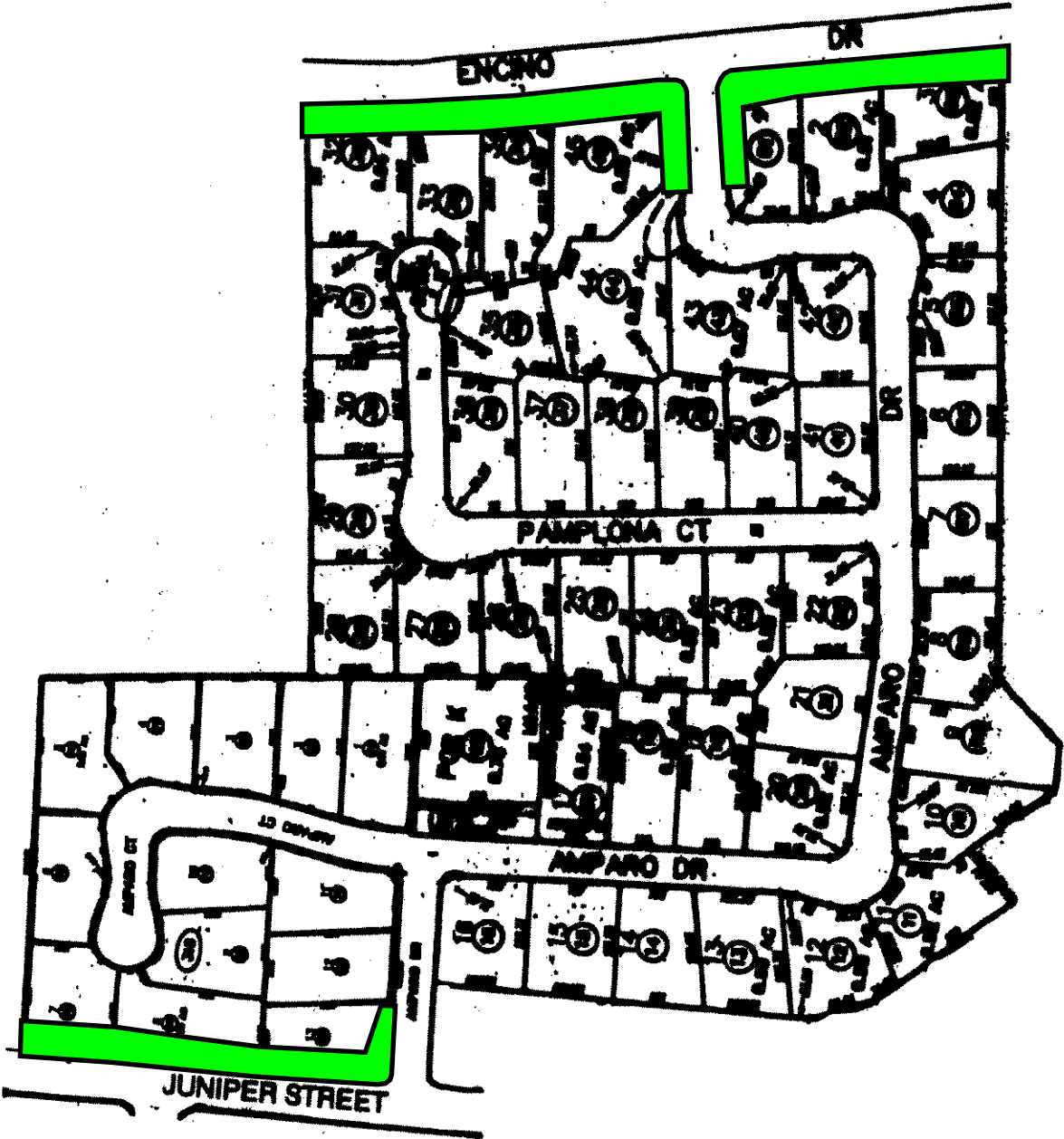


LMD Zone 22
El Norte/Woodland



 **LANDSCAPE AREA TO BE MAINTAINED**

LMD Zone 23
Harmony Grove

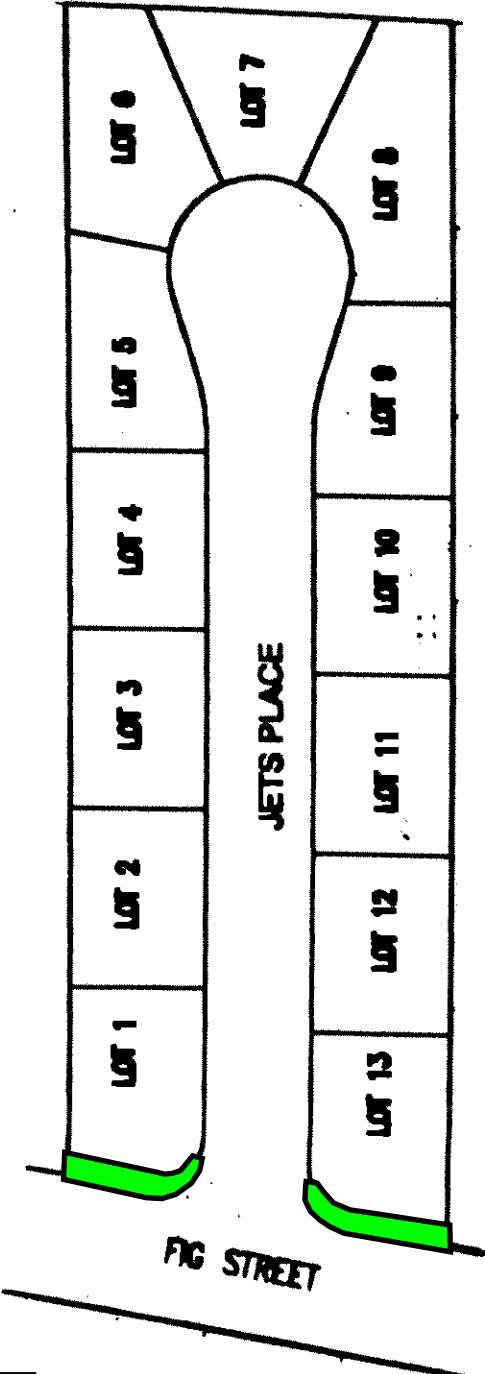


 LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 24
Encino/Juniper

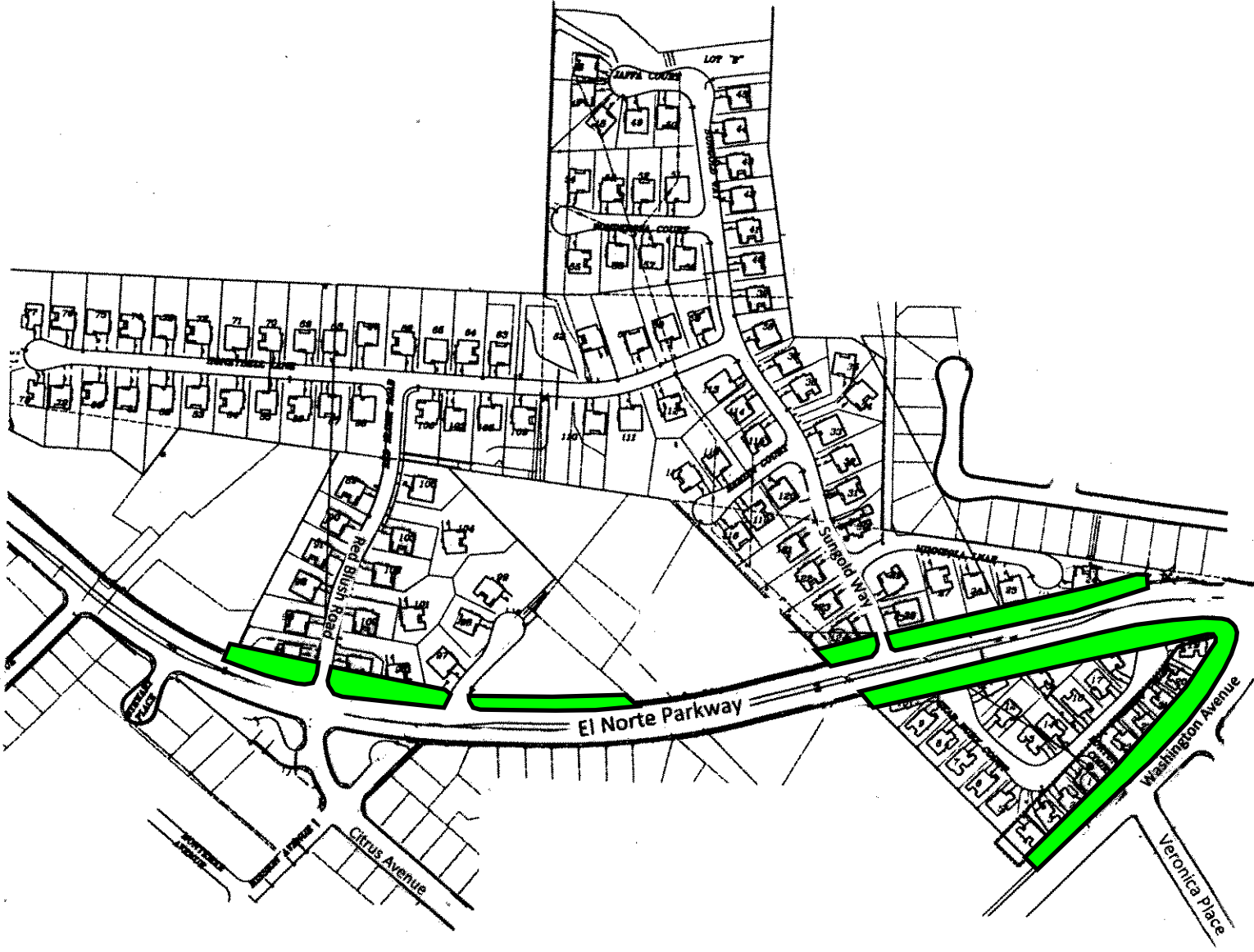


LMD Zone 25



 **LANDSCAPE AREA TO BE MAINTAINED**

LMD Zone 26
Fig



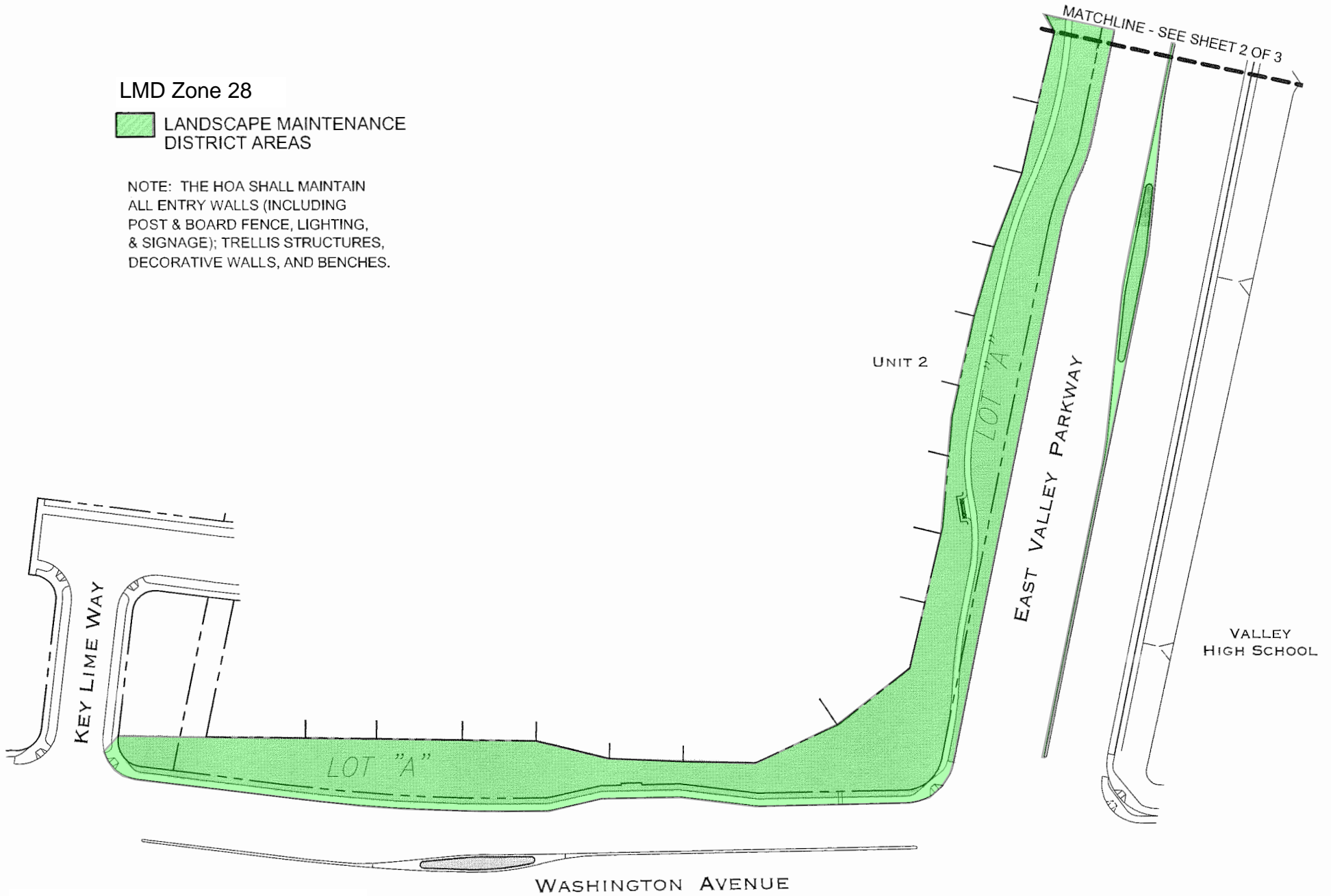
LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 27
Washington Hills I
(aka Chaparral Ridge & Glen)

LMD Zone 28

 LANDSCAPE MAINTENANCE DISTRICT AREAS

NOTE: THE HOA SHALL MAINTAIN ALL ENTRY WALLS (INCLUDING POST & BOARD FENCE, LIGHTING, & SIGNAGE); TRELLIS STRUCTURES, DECORATIVE WALLS, AND BENCHES.



LMD ZONE 28
Eureka Springs

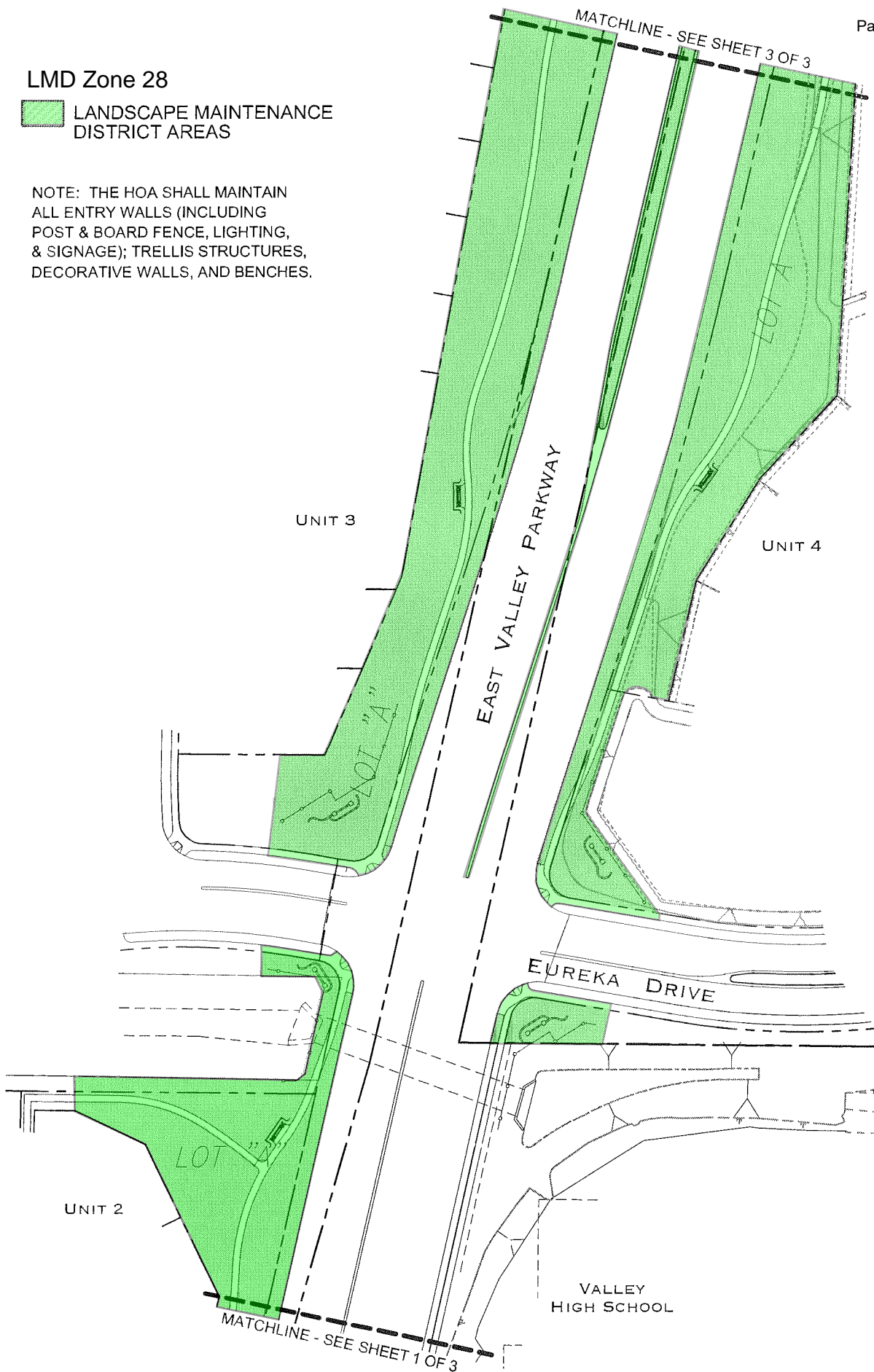
** DEPICTION IS FOR ILLUSTRATIVE PURPOSE ONLY.
AS-BUILT CONDITIONS WILL CONTROL.*



LMD Zone 28

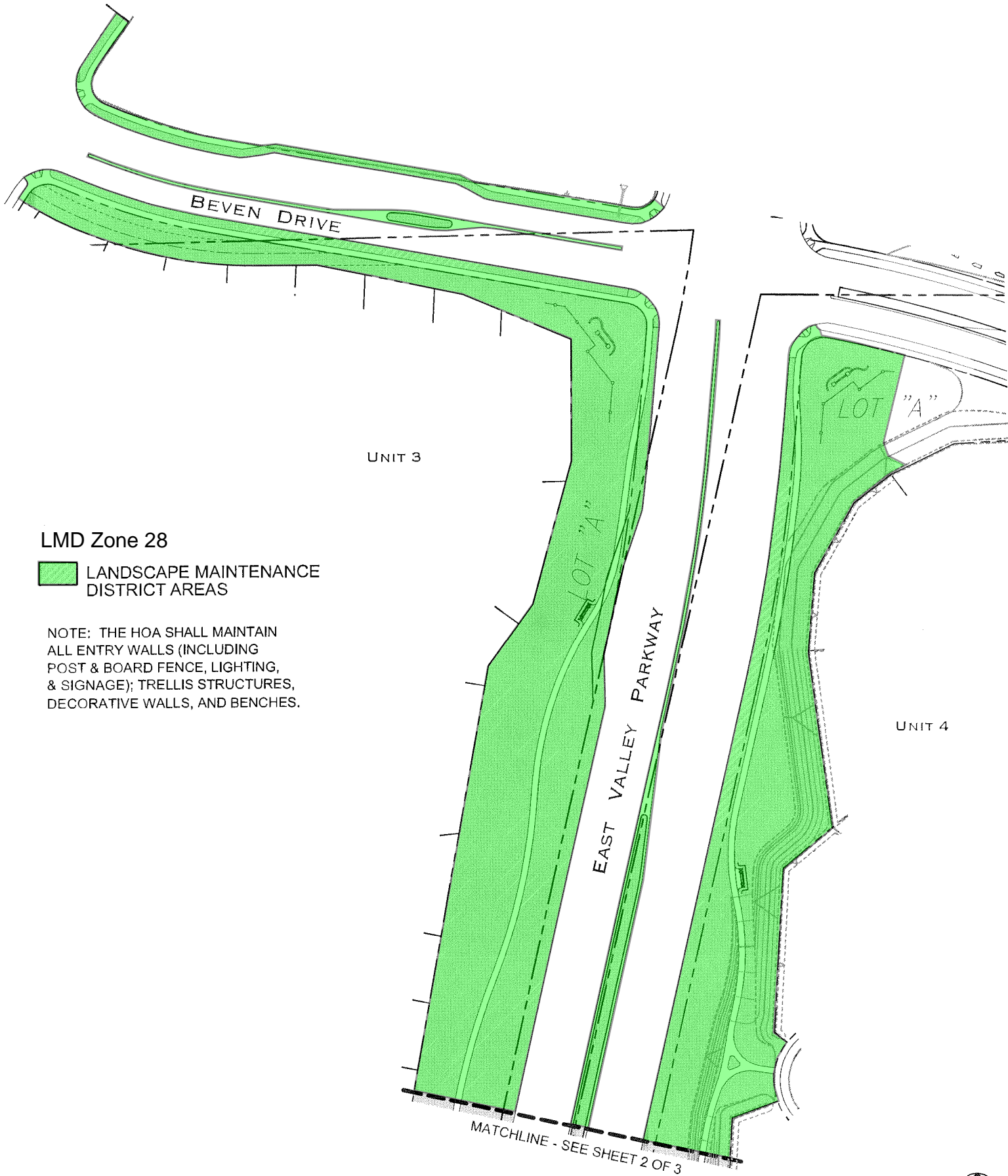
 LANDSCAPE MAINTENANCE DISTRICT AREAS

NOTE: THE HOA SHALL MAINTAIN ALL ENTRY WALLS (INCLUDING POST & BOARD FENCE, LIGHTING, & SIGNAGE); TRELLIS STRUCTURES, DECORATIVE WALLS, AND BENCHES.



LMD Zone 28 * DEPICTION IS FOR ILLUSTRATIVE PURPOSE ONLY. AS-BUILT CONDITIONS WILL CONTROL.
Eureka Springs





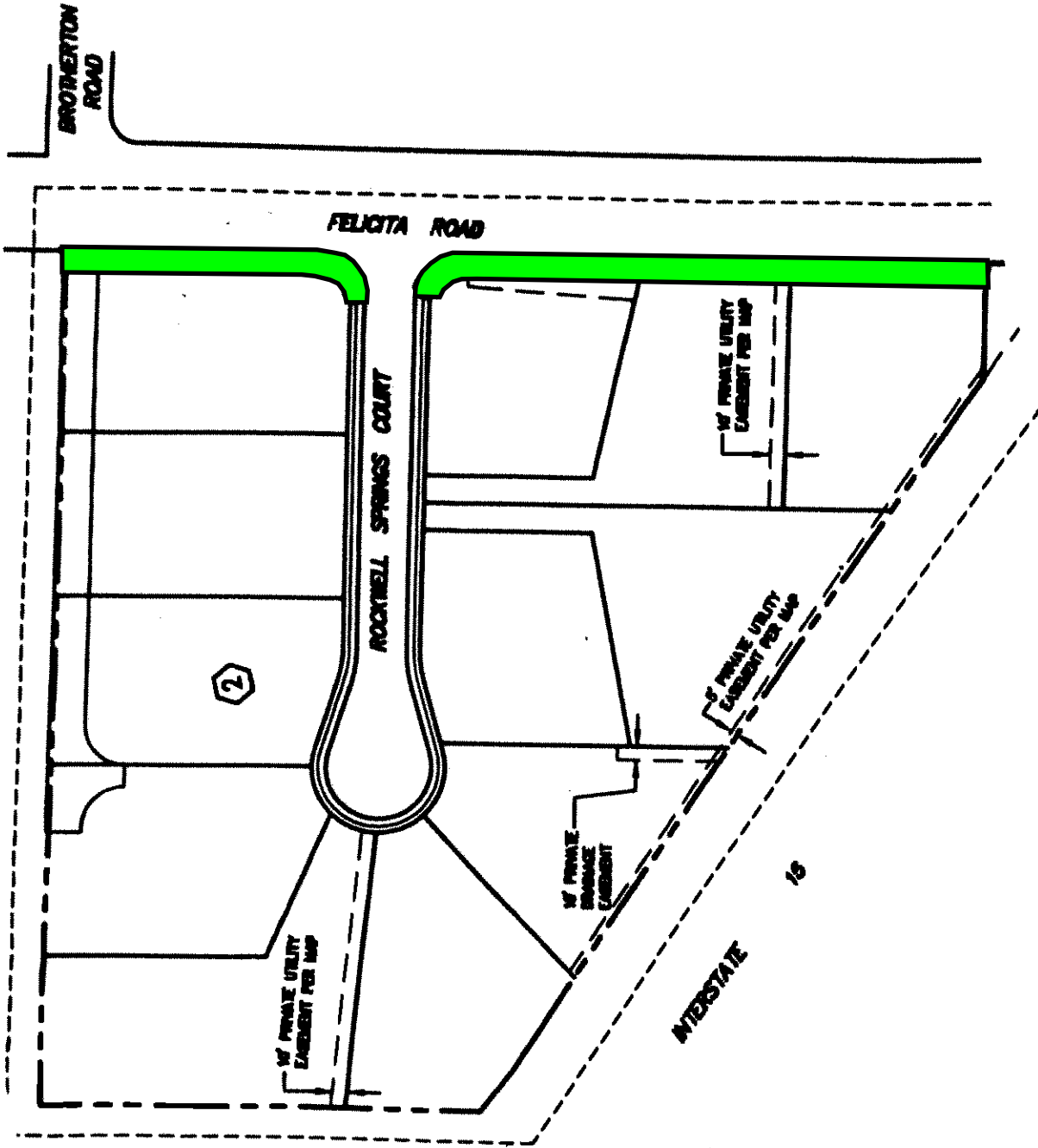
LMD Zone 28

 LANDSCAPE MAINTENANCE DISTRICT AREAS

NOTE: THE HOA SHALL MAINTAIN ALL ENTRY WALLS (INCLUDING POST & BOARD FENCE, LIGHTING, & SIGNAGE); TRELLIS STRUCTURES, DECORATIVE WALLS, AND BENCHES.



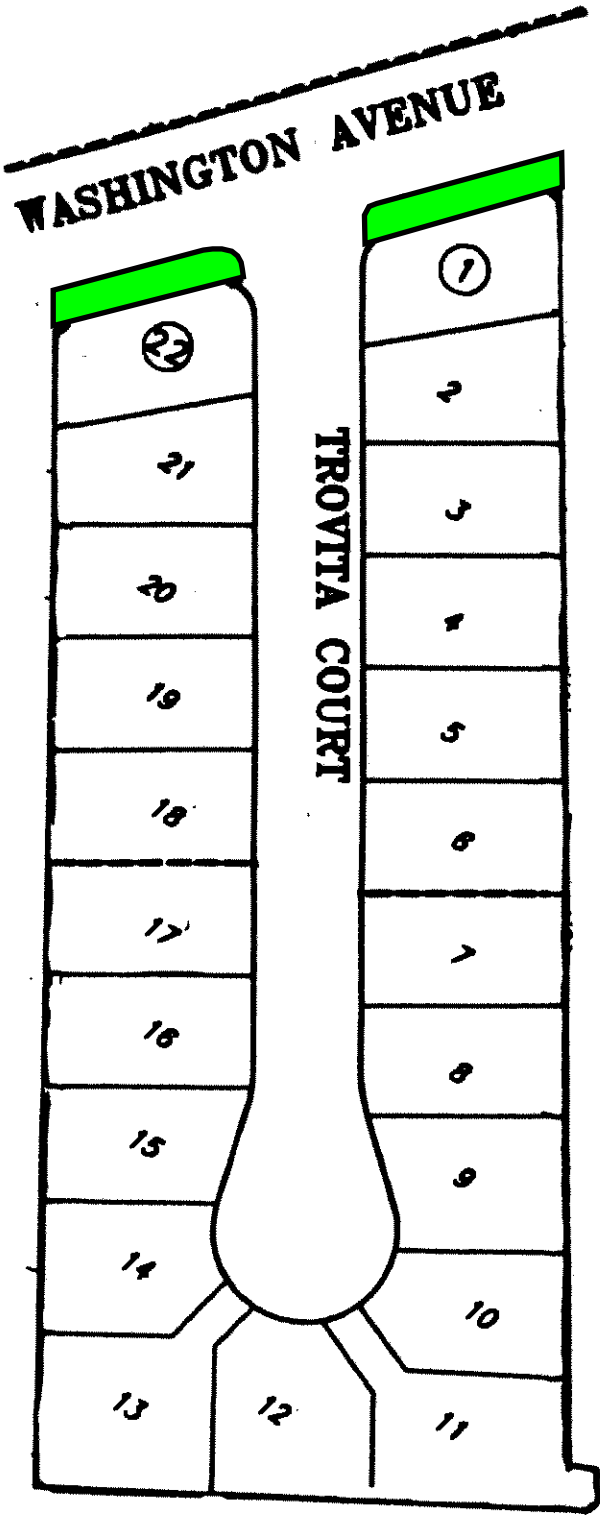
LMD Zone 28 * DEPICTION IS FOR ILLUSTRATIVE PURPOSE ONLY. AS-BUILT CONDITIONS WILL CONTROL.
Eureka Springs



LMD Zone 29
Felcita Road

LANDSCAPE AREA TO BE MAINTAINED

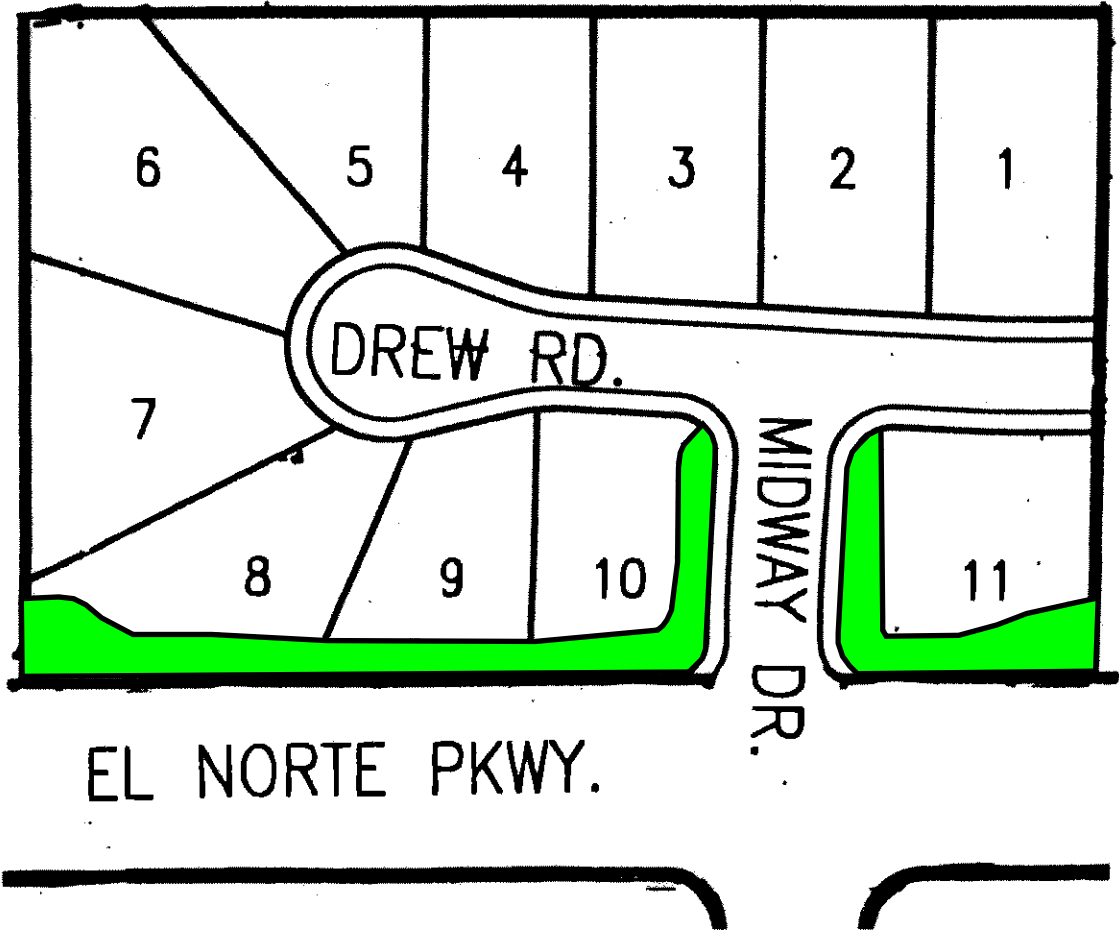




LMD Zone 32
Washington Hills II
(aka Chaparral Creek)

LANDSCAPE AREA TO BE MAINTAINED

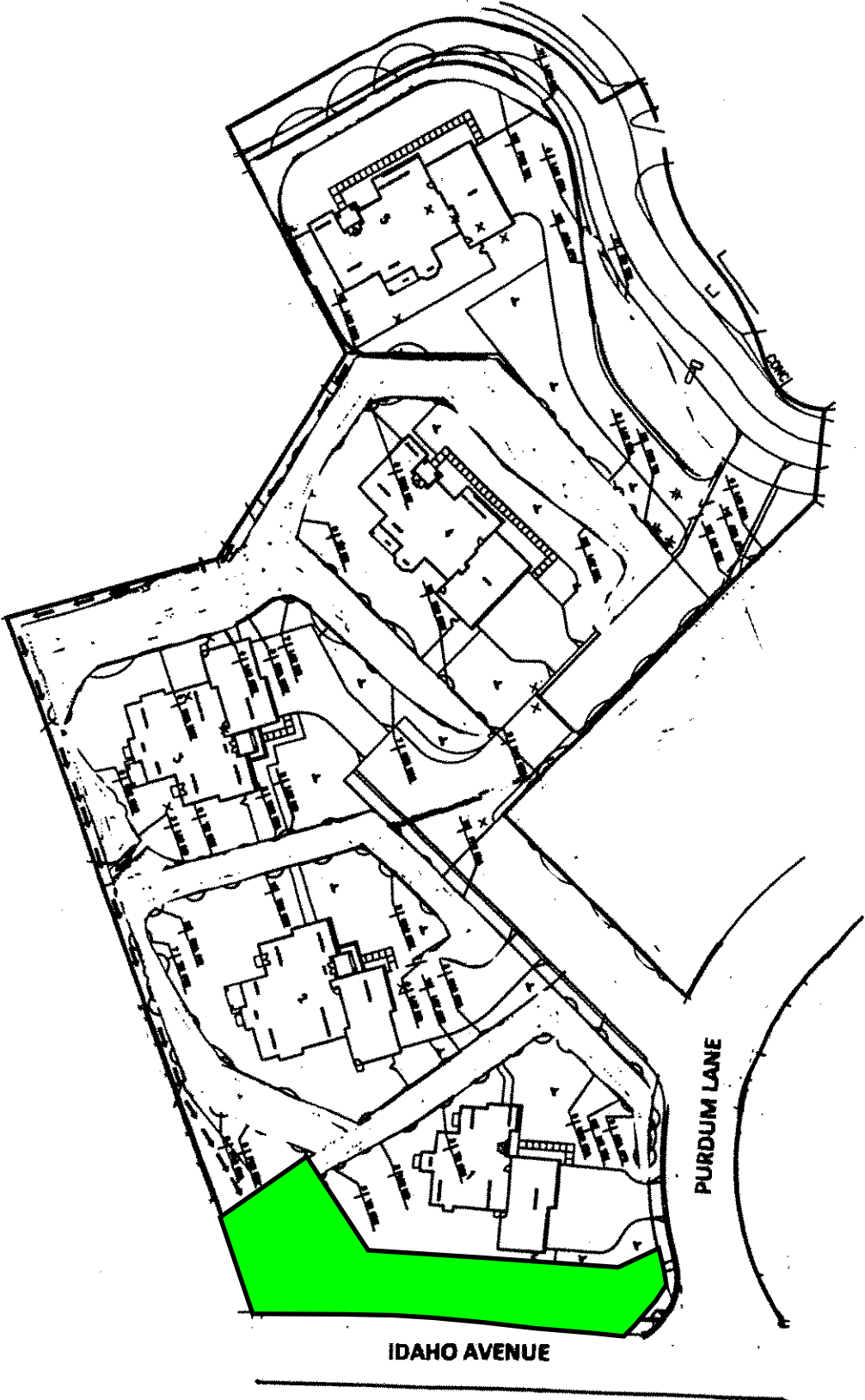




LANDSCAPE AREA TO BE MAINTAINED

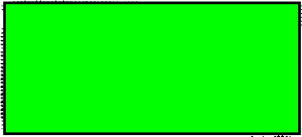
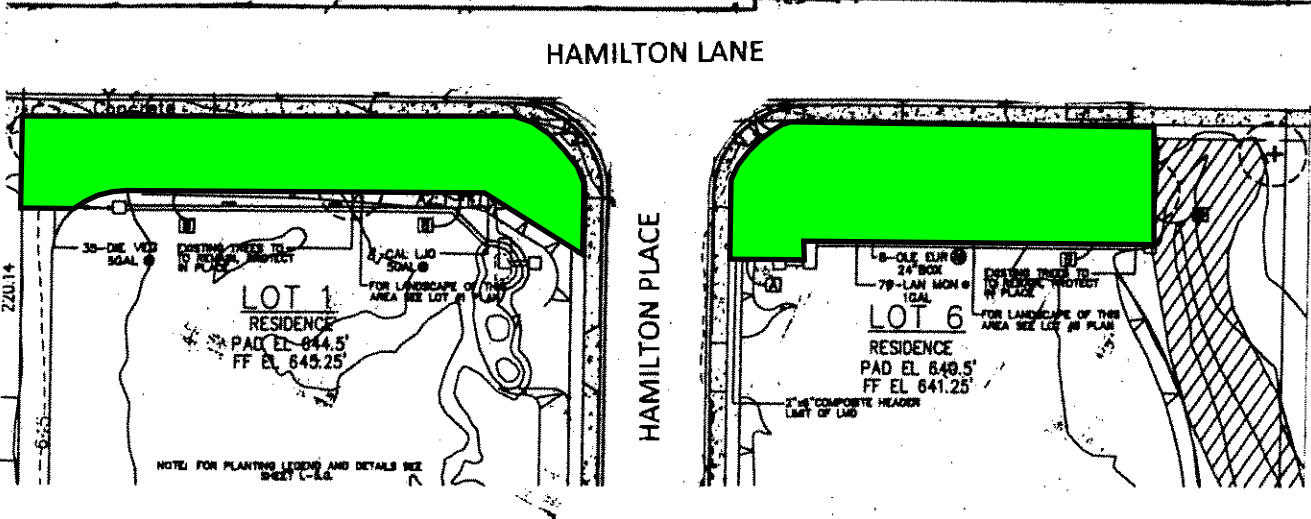


LMD Zone 33
El Norte/Midway



LANDSCAPE AREA TO BE MAINTAINED

**LMD Zone 34
Idaho**



LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 35
Hamilton Lane

EXHIBIT 2

LMD LANDSCAPE MAINTENANCE SERVICES SPECIAL PROVISIONS AND MAINTENANCE SPECIFICATIONS

A. SCOPE OF WORK

The work consists of general landscape maintenance within the City of Escondido Landscape Maintenance District. The work includes mowing, edging, weeding, fertilizing, litter control, debris removal, maintenance of all plants, maintenance of the irrigation systems, and the replacement of any damaged or vandalized irrigation equipment or plant material. Contractor will be responsible for the replacement of any damaged plant materials caused by negligence from the contractor at the contractor's expense.

Contractor shall provide all equipment, materials, supplies and labor to successfully carry out the requirements of the contract.

B. PROJECT LOCATIONS/ DESCRIPTIONS

See Exhibit 1, "LMD Overall Zone Map and Zone Descriptions".

C. PUBLIC CONVENIENCE

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

D. SCHEDULE OF WORK TO BE DONE

The Contractor shall accomplish all normal landscape maintenance required under this contract between the hours of 7 a.m. and 6 p.m., Monday through Friday. No maintenance functions that generate excess noise, which would cause annoyance to residents of the area, shall be commenced before 7 a.m., except in the case of a situation deemed emergency in nature.

The selected Contractor shall establish and submit an initial schedule of work to be followed in the performance of this contract within 15 days after the notice of selection and prior to the signing of the contract. **This schedule shall be updated monthly and list days, times, locations, and type of work the Contractor will be performing. Any changes in work schedule or employees shall be submitted to the City for approval.**

E. EXAMINATION OF THE SITE

The Contractor shall visit the site of the proposed work so as to be fully acquainted with the conditions and difficulties attending the performance of the contract. No additional compensation or relief from any obligations of the contract will be granted because of a lack of knowledge of the sites or conditions under which the work will be accomplished.

F. IRRIGATION SYSTEMS

1. The Contractor shall maintain the entire irrigation system. This includes, but is not limited to, the replacement, repair, adjustment, and inspections of the system to assure continued operation.
2. The Contractor shall inspect and test the operation of the irrigation system of each zone, twice per month for any malfunction including but not limited to: leaks or breaks, blocked spray pattern, clogged heads, spray adjustment, drip irrigation flushing, leaky and stuck valves). Irrigation inspection report shall be filled out by the contractor and submitted with the monthly maintenance invoice.
3. All repairs and/or replacement parts shall conform to the type and kind of the existing system. Any deviation must have prior approval from the City. All repairs shall be made within 72 hours of notification to the Contractor by the City. Repairs must be completed before the next watering cycle begins. Contractor shall not make repairs without prior written approval from the City.
4. Labor for incidental sprinkler repair and adjustment, such as controller schedule adjustments, rain delay requests, replacing batteries, cleaning nozzles (spray, rotary, drip emitters), flushing valves and pressure regulators, replacing sprinkler heads, bodies and irrigation equipment beyond the valve, will be included in the contract price. The City will reimburse the contractor for only cost of the parts for these repairs.
5. Major repairs, such as valve (control valves, ball valves, quick couplers) replacement, mainline and lateral line breaks, swing arm and riser replacement, wiring, and controllers; will be billed as extra work for parts and labor upon authorization from the City.
6. Contractor shall take a minimum of two photos (before and after) of each repair and submit with corresponding repair invoice.
7. Controller enclosures and irrigation boxes shall be kept clean of soil and debris (natural or other).
8. Irrigation systems which are on a Central Control System will be programmed by the City and the Contractor shall have user access to complete their regular irrigation maintenance and repairs. Contractor shall provide weekly/monthly recommendations to adjust.
9. Irrigation systems not on a Central Control System will be programmed on a monthly basis by the Contractor and approved by the City. Contractor shall utilize the controller capabilities to seasonally adjust irrigation schedules on a monthly basis.
10. Irrigation systems that are battery operated will be programmed on a monthly basis by the Contractor and approved by the City. Controller shall utilize the controller capabilities to seasonally adjust irrigation schedules on a monthly basis. Batteries shall be replaced on every year.
11. Irrigation systems that are solar operated will be programmed on a monthly basis by the Contractor and approved by the City. Contractor shall ensure that the solar controller panel is cleaned during regular irrigation maintenance and free and clear of any landscape material that would block the solar controller panel.

12. Water usage shall not exceed the amount required to comply with irrigation schedules established by the Contractor and approved by the City. The irrigation watering schedule shall be turned off via the Rain Delay function prior to expected rain events resulting in enough rainfall to constitute a watering schedule and must notify the City. After a rain event the water must remain off for a minimum of 48 hours, after such time it is the responsibility of the contractor to verify the rain delay function is off and the normal irrigation schedule is back on and make any necessary adjustments to the irrigation controller to accommodate future watering needs and must notify the City. At no time, should backflow device valves be turned off in lieu of turning off controller or utilizing rain delay function.
13. The contractor shall be responsible and liable for any damages to public or private property resulting from excessive irrigation water runoff. A deduction from the Contractor's monthly payment can be made if repairs are not made in 72 hours of notification to the Contractor from by the City.
14. The City will be responsible for backflow repairs and annual certification tests. Sites using recycled water require special training and certification of employees. Contractors must possess this certification in order to comply with recycled water regulations. Copies of certificates to handle recycled water must be submitted along with the five copies of the overall work schedule.
15. Prior to the approval of the first monthly invoice, the Contractor shall submit to the City an irrigation schedule which will include the following information:
 - Controller identification
 - Start time for each controller station
 - Days programmed to water
 - Station numbers
 - Cycle time for each station
 - Total time for each station per day
16. The City will be notified of any changes in the irrigation schedule within 72 hours of said change. Any modification to this irrigation schedule reporting requirement will require approval from the City.

G. REMOVAL OF TRASH AND DEBRIS

1. Contractor shall be responsible for landscape areas within the specific maintenance area to be cleaned and to be kept free of debris, not limited to, the following: bottles, cans, paper, cardboard, private advertisement signs, metallic items, undesirable materials, and trash on a bi-weekly basis.
2. Promptly after the mowing, trimming, raking, weeding, edging, and other work required under this contract, the Contractor shall remove all debris generated by the performance of the work.
3. Promptly after working in the areas of public walks, driveways, or paved areas, areas shall be cleaned to be free of clippings and other debris.

4. Litter must be removed at a minimum of one time per week, typically Mondays for the following main thoroughfares at high traffic landscape areas:

- Broadway..... Zone 6, 16, 19
- Center City Parkway..... Zone 13
- Valley Parkway (East & West)..... Zone 18, 28
- El Norte Parkway..... Zone 8, 17, 21, 25, 27, 33
- Washington Ave..... Zone 15, 32, 38
- Via Rancho Parkway..... Zone 1

H. WEED CONTROL

1. Contractor shall be responsible for all landscape areas within the specified maintenance area to be kept free of weeds on a bi-weekly basis. The cost of herbicides and application labor is the responsibility of the contractor.
2. All work involving the transport and use of herbicides shall be in compliance with all Federal, State, County, and local laws. The Contractor shall possess all valid State and County licenses and permits required to transport and for application operations.
3. Contractor shall apply pre and post emergent systemic herbicide as needed or by the request of the City at no additional charge. Preventive and post weed control is the responsibility of the Contractor. Any pre and post emergent herbicide used will be considered a weed management tool.
4. Spot treat or mechanically remove weeds as necessary. Hand weeding or spottreatment of areas shall be controlled by hand or mechanical methods. However, manual weed control shall not be substituted for herbicide applications.
5. Contractor shall submit in writing to the City prior to the application of any herbicide and must be approved by the City. Such authorization shall depend upon the Contractor's submission to the City the information outlined below:
 - Date and approximate time
 - Location Zone #
 - Product label info with any applicable Material Data Safety Data Sheets
 - Manufacturer's recommended rates
6. Turf areas shall be weed free and shall be treated as follows:
 - Between January 15 and February 15, a pre-emergent crabgrass control shall be applied to all turf areas.
 - Twice per year, in December and June, a broad spectrum fungicide shall be applied at the manufacturer's recommended coverage rate.
 - Contractor shall submit in writing to the City prior to the application and must be approved by the City.
7. All noxious plant materials such as, but not limited to, poison oak, shall be removed immediately by an approved method. Weeds and plant material removed shall be disposed by the Contractor off-site.

8. The Contractor shall possess a valid Qualified Applicator License issued by the State of California and be registered with the San Diego County Agricultural Commissioner's Office. A Qualified Applicator License is required to apply restricted materials. It is the responsibility of the contractor to possess the correct necessary licenses to apply the effective product.

I. MAINTENANCE OF SHRUBS. VINES. PERENNIALS. XERISCAPE. AND GROUND COVERS

1. The Contractor shall be responsible for the maintenance of all shrubs and groundcover, leaf litter in the work area to maintain plants in a healthy, growing condition bi-weekly.
2. Planter areas shall remain weed free. Weeds, grasses, and invasive plant species, as identified by the City, shall be removed from planter areas no later than a week after being identified.
3. Shrubs shall be pruned monthly, or as often as necessary, to provide a neat and shapely appearance. Pruning shall not be excessive and methods shall provide a natural shape. Shrubs shall be maintained at a height no greater than 36" from top of curb at designated areas to allow for traffic safety.
4. All pruning shall be accomplished in a manner, which will permit the plants to grow naturally in accordance with their normal growth characteristics. Shearing or severe pruning of plants will not be permitted unless directed by the City. Dead or damaged limbs or branches shall be removed immediately and all pruning cuts shall be made cleanly with sharp pruning tools, with no projections or stubs remaining.
5. All groundcover shall be edged as needed but not to exceed three inches to prevent overgrowth on curb or sidewalk line. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Edging by chemical methods around trees, shrubs and along fence lines is approved as long as it does not adversely affect adjacent private landscaping.
6. All native and/or perennial plants shall be maintained to display natural growth habits and structure. Dead and woody plant material shall be removed by select pruning as needed in order to preserve the aesthetic value of the plant. Aggressive cut back trimming or "dead heading" to increase density and promote plant health shall be performed with written City approval no less than once annually, or more frequently as determined by the City.
7. Vegetation shall be trimmed back from all utility boxes, controller enclosures, valve boxes, quick couplers, and back flow devices. Vegetation shall not encroach onto sidewalks, curb and gutters, decomposed granite paths, private property, or roadways. Vegetation along walls shall be trimmed back a minimum of 18 inches away from wall. Vegetation shall not grow up trees or structures. Pruning for sight visibility clearance maybe required at any time and shall be expedited in order to address potential safety concerns.
8. Vines shall be trimmed close to walls to maintain a neat appearance. Vines shall be trimmed in order to maintain control and to prevent them from creeping over walls. Vines shall be checked and secured with appropriate ties as necessary. When necessary, appropriate stakes and /or supports shall be utilized to promote directional growth. The

height of vines shall be maintained typically within six inches of the top of the wall. Vines shall not be allowed to encroach onto trees.

9. Contractor shall knock down, fill holes, knock down and grade gopher mounds.

J. TREE MAINTENANCE

1. All trees shall be maintained in their natural shapes. Tree maintenance shall be done according to the International Society of Arboriculture (ISA) standards and the standards and practices acceptable to the City.
2. The Contractor shall be responsible for the maintenance and upkeep of the trees within designated medians, parkways, planters, trail areas and slopes as provided. Contractor shall maintain a minimum vertical clearance area of eight feet under all trees and shall be limited to removal and disposal of any dead and/or broken branches, limbs that obstruct the right of way or present a potential hazard and any sucker growth located in or on the tree. Guidelines are furnished below:
 - a. Removal of dead, damaged or diseased parts.
 - b. Removal of water sprouts and suckers as they develop.
 - c. Shape and form shall include lifting of low tree branches to prevent hazards.
 - d. Young trees shall be thinned and shaped as needed to promote a strong healthy structure.
 - e. Mature trees and those in excess of 20 feet in height shall be pruned and trimmed up to 14 feet in order to maintain a clean appearance.
 - f. Tree work shall be done with clean sharp tools. Cuts shall be made parallel with the collar but close enough to allow cambium growth around wound, per ISA standards.
 - g. Median trees shall have no branches lower than 14 feet from top of curb, or as directed by the City to provide proper line of sight for traffic movement.
 - h. Trees along sidewalk or trail pathway shall have a minimum vertical clearance area of eight feet under all trees for pedestrian path of travel.
 - i. Trees along trail pathway with equestrian traffic shall have no branches lower than 14 feet from ground, or as directed by the City to provide vehicle and equestrian traffic. Lower branching may be appropriate for trees in background away from trail pathway.
 - j. Where necessary, as determined by the City, Contractor shall provide and post no parking signs 48 hours in advance of tree work, except when emergency work is necessary.
 - k. Tree Work above 14 feet shall be considered extra work and may be contracted out to tree trimming companies if necessary.

- I. Contractor shall maintain at their own expense all tree supports and stakes to allow for trees to grow in erect and upright manner.
- m. Tree supports shall be adjusted as necessary to conform with the caliber of the trunk to which it is attached. The Contractor shall remove or loosen any and all stakes and/or ties whenever girdling is causing damage to the trunk. Tree supports and stakes shall be inspected and removed when the tree has outgrown its support or as determined by the City.
- n. Contractor shall inspect all tree wells and remove any broken or unnecessary stakes that create a hazards condition to the public.
- o. Trees lost from the Contractor's negligence shall be removed and replaced by the Contractor with a like size and species at no cost to the City.

K. TURF MOWING, EDGING and CHANNEL MAINTENANCE

1. Contractor shall be responsible for turf maintenance in the work area to maintain turf in a healthy, growing condition. Contractor shall be responsible for mowing, edging, trimming, fertilization and weed mitigation.
2. Mowing equipment shall be a power driven reel-type with rollers or a rotary-type deck mower and shall be configured so that the outer edges of the mower blades are covered with protective guards in accordance with manufacturer's design specifications. Mowing activity shall leave no signs of visible clippings on turf and shall be in alternating patterns. Blades shall be kept sharp at all times.
3. Mowing operations shall be scheduled Monday through Friday and shall be performed on the same day each week.
4. Turf areas shall be mowed per the following schedule:
 - March thru November..... Weekly (total of 38 mowings)
 - December thru February.....Every two weeks (total of 7 mowings)
5. Mowing height shall be determined by the turf type, time of year, and in agreement with the City. Recommended guidelines are furnished below:
 - Minimum mowed turf height shall be 2.5" - 3" from March thru November
 - Minimum mowed turf height shall be 2.0" - 2.5" from December thru February
6. Do not mow areas during rain events. Contractor shall adjust their work force in order to accomplish those activities that are not affected by weather. Contractor shall notify the City of all mowing missed due to inclement weather or ground conditions from such weather shall be rescheduled and completed within three working days, weather permitting.
7. Turf areas shall be inspected for all potential hazards such as holes, gopher mounds, rocks, glass, nails, or other debris prior to and after each mowing. All hazardous material shall be immediately removed by contractor. Contractor shall fill holes, knock down and grade gopher mounds.

8. Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located within the turf areas such as irrigation heads, irrigation valve boxes, quick couplers boxes, electrical boxes or fixtures.
9. The Contractor shall be responsible for edging all turf grass areas. All turf grass shall be edged along sidewalks, walls, fences, planters, rocks, paved and hard surface areas, irrigation related boxes, sprinkler heads and other features concurrently with the mowing operation at each location.
10. Sprinkler heads shall be kept free of grass and any debris to allow for proper operation and coverage.
11. Curbs, gutters, walkways, and all hardscape areas shall be cleaned free of accumulated grass clippings upon completion of each mowing operation. Grass clippings shall not be left on any area overnight.

The following areas have specific mowing/maintenance requirements as noted.

12. LMD Zone 9- LAUREL VALLEY

Mowing frequency shall be mowed per the following schedule:

- Area A (Turf grass): Follow specifications in Section K.
- Area B (Plateau grass): Once a month.
- Area C (Slope areas): Shall be weed whipped once a month.
- Area D (Groundcover slope areas): Follow specification in Section I.

13. LMD Zone 11 - PARKWOOD

- a. The open space areas identified as lots 40, 88A, 888, 130, 225, and 262 shall be mowed per the following turf schedule:
 - March thru November..... Every two weeks (total of 20 mowings)
 - December thru February..... One time per month (total of 3 mowings)
- b. The storm drain channels up to the main channel crossing at Conway Drive shall be kept clean of all debris, sedimentation and unwanted vegetation.
- c. Contractor shall be responsible for performing weed abatement channel maintenance by weed whipping a minimum of once a month or as needed to maintain a weed free condition.
- d. The open space areas identified as lots 60 and 169 that contain Eucalyptus groves shall be mowed per the following annual grasses and weeds schedule:
 - Twice during the year at a time specified by the City. This normally will occur during the early Spring and early Summer months.

14. LMD Zone 12- REIDY CREEK

- a. All culverts, drains, outlets in the Reidy Creel Environmental Channel shall be kept clean of all litter and debris. Plant material, such as cattails, woody plants, and grasses that impede water flow will be removed from culverts and drains.
- b. All groundcover and slope areas starting from creek line to property line in the Reidy Creek environmental channel shall be mowed nine times per year. The actual schedule for these mowings will be coordinated with the City.
- c. Invasive plant species treatments shall be considered to be extra work may be performed by the Contractor at the discretion and approved by the City, City forces, or by competitive bid at the sole discretion of the City. Invasive plant species treatments shall occur three times a year, but can vary depending on invasive plant growth rates. Typically, treatments shall occur per the following schedule:
 - March
 - June
 - September
- d. The treatment will consist of treating or removing the following:
 - Mexican Flam Palm (*Washingtonia and Phoenix spp.*) resprouts and seedlings
 - Yellow Flag Iris (*Iris pseudacorus*) resprouts
 - Giant Reed (*Arundo donax*) resprouts
 - Castor Bean (*Ricinus communis*)
 - Eurasian Blackberry (*Rubus armeniacus*)
 - Japanese Honeysuckle (*Fallopia japonica*)
- e. The Contractor shall possess a valid Qualified Applicator License issued by the State of California and be registered with the San Diego County Agricultural Commissioner's Office. It is the responsibility of the contractor to possess the correct necessary licenses to apply the effective product.
- f. Contractor shall use a chemical treatment that is aquatic safe and the following recommendations are below:

Invasive Species	Application	Herbicide Treatment a uatic safe
Yellow Flag Iris	Spray	4% glyphosate + surfactant
Eurasian Blackberry	Spray	1% glyphosate + surfactant
Reed Arundo	Spray	5% glyphosate + surfactant

15. LMD Zone 19- BROOKSIDE I and BROOKSIDE 11

- a. Turf areas shall be mowed per the following schedule:
 - January thru December..... Weekly (total of 52 mowings)
 - Edging along sidewalks, walls, fences, planters, rocks, paved and hard surfaces, and other features shall be done each time the turf grass is mowed.

L. TRAIL DECOMPOSED GRANITE (DG) WALKWAY. PET WASTE RECEPTACLE MAINTENANCE

1. Trail and DG walkways shall be clean and free from debris and weeds on a bi-weekly basis.
2. Contractor shall apply pre and post emergent systemic herbicide as needed or by the request of the City at no additional charge. Preventive and post weed control is the responsibility of the Contractor. Any pre and post emergent herbicide used will be considered a weed management tool.
3. Spot treat or mechanically remove weeds as necessary. Hand weeding or spot treatment of areas shall be controlled by hand or mechanical methods. However, manual weed control shall not be substituted for herbicide applications.
4. Contractor will perform regular maintenance to maintain a safe and level grade on all DG walkways, and will rake the DG walkways in accordance to maintain a safe and level grade, including following all inclement weather conditions. Contractor shall notify the City of dates of planned maintenance in advance.
5. Any patching or replacement of DG due to conditions or circumstances beyond the Contractor's control shall be replaced at City expense by the Contractor after approval by the City. DG material shall be of like kind to existing. An approved stabilizer product will be used in order to maintain a compact and uniform surface.
6. Contractor shall empty pet waste receptacles and replace can liners a minimum of three times a week: Monday, Wednesday, and Friday. Liners shall be provided by the contractor and be commercial grade (heavy duty), black in color, with a minimum 1.5 Mil thickness or better to contain waste without tearing.

M. STORM WATER STRUCTURAL BMPs (SWALES, V-DITCH, DRAINS AND BASINS (DEBRIS, RETENTION, DETENTION, AND CATCH BASINS))

1. Contractor shall maintain all storm water structural BMPs (swales, V-ditch, drains, and basins) in specified maintenance area as part of their regular maintenance to insure operable flow. Operations shall insure that swales and drains are maintained free of sand, mud, rocks, and miscellaneous debris so that water will have unimpeded passage to its outlet.
2. Drains, V-ditches, grates, and/or collection boxes shall be inspected and cleaned, cleared of all debris as needed.
3. Debris basins, retention basins, and detention basins shall be kept clear of all debris, including but not limited to leaf litter, trash, and tree branches. Contractor shall string trim or mow the bottom of all basins as part of their regular maintenance. Contractor shall remove all trimmings.
4. Contractor shall maintain all tree, shrub, and ground cover areas, including accompanying irrigation systems within all debris basins, retention basins, and detention basins as described herein.
5. City will perform a mandatory annual inspection and certification to verify regular maintenance each year, typically prior to the rainy season after October.

N. DISEASE AND PEST CONTROL

1. The Contractor shall regularly inspect all plants for presence of pest, disease or insect infestation.
2. The Contractor shall advise the City of disease or infestation and specify control measures to be taken. Upon approval, the Contractor shall implement the approved control measures exercising extreme caution in the application of spray material, dusts, or other materials utilized. This work will be considered an extra and may be billed as such with prior approval of the cost by the City.
3. All work involving the transport and use of pesticide and insecticide shall be in compliance with all Federal, State, County, and local laws. The Contractor shall possess all valid State and County licenses and permits required to transport and for application operations.
4. The Contractor shall utilize all safeguards necessary during disease or insect control operations to ensure the safety of the public and employees of the Contractor. Care shall be taken that no puddles or pools of water that contain chemical residue remain after completion of applications of any harmful chemicals. Also, no permanent sterilant chemicals shall be used. No chemicals shall stain or cause to stain any concrete, brick, boulders, rocks, pavement, controllers, or landscape plant material, or cause damage to same. As previously noted, the Contractor shall hold the City harmless for any damage and will repair or replace, as applicable, any damage caused by the use of chemicals.
5. The Contractor shall possess a valid Qualified Applicator License issued by the State of California and be registered with the San Diego County Agricultural Commissioner's Office. A Qualified Applicator License is required to apply restricted materials. It is the responsibility of the contractor to possess the correct necessary licenses to apply the effective product. Example: for the gas type method of treatment for gophers, Aluminum Phosphide is a restricted product, the correct license would be required to apply this product.

O. REPLACEMENT OF PLANT MATERIAL

1. The Contractor shall replace at the Contractor's cost any tree, shrub, or ground cover plant, which is damaged or lost as a result of faulty maintenance. Dead plant material must be reported to the City within 72 hours. The plant must be removed and replaced within seven days after City's approval of the work.
2. Any plant damaged or lost by conditions or circumstances beyond the Contractor's control shall be replaced at City expense by the Contractor after approval by the City.
3. In order to ensure maximum healthy growth and overall aesthetic appearance of plantings in the work area, it may be desirable to replace certain plants. The City shall determine the necessity or desirability of such plant replacement. The Contractor will be responsible for the maintenance of the replacement plants at no extra cost to the City.

P. FERTILIZATION

1. Contractor shall be responsible for fertilization in all landscape areas within the specified maintenance area. The cost of fertilizer and application labor is the responsibility of the contractor.
2. One month prior to scheduled fertilization, Contractor shall notify the City in writing of application date, location, fertilizer formula to be applied and amount applied for each location. The contractor shall provide invoices or other documentation to verify fertilizer quantity purchased.
3. Turf fertilization schedule shall be accomplished three times a year with the following formula and intervals:

<u>Type and Source</u>	<u>Time of Year</u>
3-1-2 Commercial	April, August, October

4. Planter area fertilization schedule shall be accomplished three times a year with the following formula and intervals:

<u>Type and Source</u>	<u>Time of Year</u>
1-1-1 Commercial	April, August, October

5. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Fertilizer shall be evenly broadcast at the rate recommended on the manufacturer's label. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil.

Q. DISPOSAL AND RECYCLING RESPONSIBILITY

1. In compliance with the Escondido Municipal Code (Chapter 14, Section 5) and state law (SB 1383) require residents, contractors and/or business owners to recycle organic waste, which includes landscape materials, food waste, food-soiled paper, and untreated wood.
2. Contractor is responsible for properly disposing and recycling green waste including but not limited to: grass clippings, brush, weeds, hedge trimmings, leaves, palm fronds, non-hazardous wood, like branches, untreated wood, and clean wood with either the City's franchised waste hauler or by self-hauling to an authorized recycling facility.
3. Contractor shall submit documentation such as copies of green waste weight tickets with monthly maintenance invoicing.

R. PERFORMANCE DURING INCLEMENT WEATHER

1. During periods when inclement weather hinders normal operations, the Contractor shall adjust their workforce in order to accomplish other maintenance tasks that are not affected by weather. Contractor shall reschedule and complete all maintenance tasks that were not completed on the next available day that weather conditions permit such activities.
2. Failure to adjust the work force and demonstrate that adequate progress has been completed, or failure to reschedule maintenance tasks, shall result in deduction of payment.

S. INSPECTIONS AND MEETINGS

1. The City shall conduct regularly scheduled inspections of the zones. Inspection reports depicting any and all deficiencies will be shared with the Contractor as they arise. The Contractor shall correct discrepancies and deficiencies within three days of the date of notice by the City.
2. Monthly meetings will be scheduled between the City and the Contractor to discuss the overall maintenance services, including, but not limited to: landscape condition, plant health, watering schedules, presence of weeds, litter and debris, fertilization, pesticide use and program, and mowing schedules.

T. FAILURE TO PERFORM SATISFACTORILY

1. The City may deduct from the Contractor's monthly payment for instances where the Contractor has failed to meet the work schedule and/or provide the required services.
2. The City will contact the Contractor by email or letter stating there has been a violation in the contracted work schedule and/or a failure to meet maintenance standards. The City will give the Contractor three days to make the correction unless additional time is approved by the City. Failure to make the correction may result in a deduction in payment equal to weekly cost breakdown from contractor's monthly rate for the zone.
3. The City will notify the Contractor prior to any deductions to allow for explanations. Subsequent violations may result in the City terminating the contract.

U. EMERGENCY CALLS

1. The Contractor shall have the capability to receive and to respond immediately to call of an emergency nature during normal working hours of 7 a.m. to 6 p.m. and after hours.
2. Contractor shall provide a 24-hour emergency contact person, who is familiar with the City's maintenance operation with phone number (not an answering service) for outside of normal working hours, including weekends and holidays.
3. During an after-hours emergency situation, the Contractor shall provide on-the-job response time of no more than one hour maximum upon notification by the City.

V. PERSONNEL, VEHICLE, TRAINING, LICENSE, AND PERMIT REQUIREMENTS

1. The Contractor must have a C-27 license.
2. The Contractor shall possess a valid Qualified Applicator License issued by the State of California and be registered with the San Diego County Agricultural Commissioner's Office.
3. The Contractor shall furnish five copies of the appropriate documentation and employee training certifications in the following areas:
 - Recycled Water

- Annual Pesticide Handler Training
 - Traffic Safety
 - Specialized Equipment - Motorized equipment, riding mower, push mower, string trimmer, chainsaw, hand tools, etc.
4. The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, on schedule and to the satisfaction of the City, all work required under this contract during normal working hours and after hours.
 5. The Contractor shall have competent supervisors, and/or foremen, who may be working supervisors, who are capable of discussing in English matters pertaining to this contract. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of maintenance staff.
 6. All such personnel shall be physically able to do their assigned work. The Contractor and his/her employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. They shall be fully clothed in suitable uniform attire with a company-identifying marker.
 7. The City shall require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the City of Escondido.
 8. Contractor shall clearly identify each vehicle and equipment including but not limited to: ride on mowers, tractors, trailers) with company decals on exterior right and left door panels, identifying the Contractor's name and phone number.

W. DAMAGE, VANDALISM, THEFT, AND GRAFFITI

1. The City shall be notified immediately by the Contractor in regards to any acts of damage, vandalism, theft, graffiti, or circumstances beyond the control of Contractor to City landscaping, irrigation system, or other improvements observed or found by the Contractor, regardless of the cause.
2. Contractor shall prepare a written report within one (1) business day with the following information, but not limited to:
 - Description of the location,
 - Date and time observed,
 - Item(s) or components(s) damaged or stolen,
 - Photo documentation
3. The City will verify the circumstances of the damage and pending approval, will reimburse the Contractor upon receipt of an approved invoice from the Contractor itemizing the labor and materials involved. Compensation for materials shall be the wholesale cost of just replacement item(s) (not including sales taxes) plus fifteen percent (15%) for the Contractor's cost of handling.

X. TRAFFIC CONTROL

1. Contractor shall obtain an annual City Encroachment Permit and adhere to such conditions.
2. The Contractor will be responsible for providing and employing approved traffic control methods established for the conditions under which the Contractor is working, i.e. parkways and medians.

Y. EXTRA WORK

1. The Contractor shall not have the exclusive right to perform extra work. Extra work may be performed by the Contractor at the discretion and approved by the City, City forces, or by competitive bid at the sole discretion of the City.
2. Extra work outside the performance requirements such as, but not limited to: irrigation repair, shrub and tree planting, renovation, and improvement, shall be required on occasion.
3. Contractor shall provide before and after photos of extra work at no additional costs.
4. The costs for such extra work shall be based on material and labor costs and shall be agreed to in a written proposal prior to commencement of said extra work. Only those extra work items approved in writing on City Work Order from or other form approved by the City, prior to the start of work, shall be considered for payment.
5. The City will reimburse the Contractor upon receipt of an approved invoice from the Contractor itemizing the labor and materials involved. Compensation for materials shall be the contractor's whole cost the item(s), plus 15% for the Contractor's cost of handling (including drive time).
6. Extra work invoices shall indicate the zone number and location, date of repair request, date of completed repair, valve number and location (if necessary), labor and material costs, copy of contractor materials invoice(s), and before and after photos of work.
7. Extra work invoices shall be invoiced separately from the monthly maintenance invoice.

Z. PAYMENT TERMS, REPORTING AND INVOICING REQUIREMENTS

1. The Contractor shall be paid monthly for work performed satisfactorily under this contract.
2. At the completion of each month, the Contractor shall submit as part of their monthly maintenance invoice the following items:
 - Monthly Maintenance Completion Report, detailing work completed dates and type of work completed.
 - Next month Maintenance Schedule, detailing scheduled dates and type of work report of maintenance performed.
 - Bi-weekly Irrigation Reports per zone.
 - Monthly disposal and recycling documents.
 - These reports shall be accompanied by a billing in accordance with the contract price for the work performed and shall become the basis for payment.