

**AGREEMENT FOR LANDSCAPE MANAGEMENT AND MAINTENANCE SERVICES FOR
GENERAL FUND AND SPECIAL DISTRICT LANDSCAPE AREAS
BETWEEN THE CITY OF SAN JOSÉ
AND
CITY II ENTERPRISES, INC. DBA AS FLORATERRA LANDSCAPE MANAGEMENT**

This Agreement is entered into as of April 1, 2012 between the City of San José, a municipal corporation ("City"), and City II Enterprises, Inc. a California Corporation doing business as FloraTerra Landscape Management, Inc. ("Contractor" or "FloraTerra").

RECITALS

1. City has issued a Request for Proposal ("RFP"), RFP 11-12-06, for Landscape Management and Maintenance Service for General Fund and Special District Landscape Areas;
2. Contractor has the necessary expertise and skill to perform such services and Contractor's proposal can best meet City's needs;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of this Agreement including:

- Exhibit A - Scope of Services
 - Exhibit A-1, Descriptions of Landscape Service Locations
 - Exhibit A-2, Maintenance District 8 Map
 - Exhibit A-3, Community Facilities District 1 Map
 - Exhibit A-4, Community Facilities District 12 Map
- Exhibit B - Landscape Locations, Performance Schedule and Detailed Pricing
- Exhibit C - Compensation
- Exhibit D - Insurance Requirements
- Exhibit E - Wage Requirements
- Exhibit F - Supplemental Work Order Form
- Exhibit G - Sample Inventory Report
- Exhibit H - Sample Irrigation Inspection Report
- Exhibit I - Sample Pesticide and Fertilizer Reporting Form
- Exhibit J - FloraTerra's proposal to RFP 11-12-06, dated November 21, 2011

In the event any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced documents arise, the provisions of this Agreement will prevail.

This Agreement and the Exhibits set forth above, contain all of the agreements, representations and understandings of the parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written.

2 SCOPE OF SERVICES

Contractor shall perform those services specified in detail in the attached Exhibit A, entitled "Scope of Services".

3 TERM OF AGREEMENT

3.1 Initial Term

The term of this Agreement is from *April 1, 2012* to *March 31, 2014*, inclusive, subject to the provisions of Section 8 and subsection 3.2.

3.2 Options

City has the right to extend the term of this Agreement for five (5) additional one-year periods (the "Additional Terms"), based upon the same conditions of the Initial Term, subject to adjustments for compensation as set forth in Exhibit C. City shall notify Contractor in writing of its exercise of its option for an Additional Term no less than thirty (30) days prior to the end of the then current Term.

3.3 No Waiver

City's agreement to extend the term of this Agreement is not a waiver of the "time is of the essence" provision in Section 4.

4 SCHEDULE OF PERFORMANCE

Contractor's services must be completed according to the schedule set out in the attached Exhibit B, entitled "Landscape Locations, Performance Schedule and Detailed Pricing." Time is of the essence in this Agreement.

5 COMPENSATION

City shall pay Contractor an amount not to exceed \$1,042,960 for Contractor's services and reimbursable expenses, if any, for the initial two year term. The terms, rate and schedule of payment are set forth in the attached Exhibit C, entitled "Compensation."

6 TAXES AND CHARGES

Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of Contractor's business.

7 LABOR COMPLIANCE

This Agreement is subject to City's Prevailing/Living Wage Policy and the applicable implementing regulations (collectively, the "Policy"). Contractor shall comply with the provisions of the attached Labor Compliance Addendum (Exhibit E), which sets forth Contractor's obligations under the Policy.

8 TERMINATION

8.1 Termination for Convenience

City shall have the right to terminate this Agreement, without cause, by giving not less than

thirty (30) days' written notice of termination.

8.2 Termination for Default

If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice.

8.3 Termination Authority

The Director of Finance ("Director") is empowered to terminate this Agreement on behalf of City.

8.4 Consequences of Termination

In the event of termination, Contractor shall deliver to City copies of all reports, documents, City-owned equipment, keys and other work performed by Contractor under this Agreement, and upon receipt thereof, City shall pay Contractor for services performed and reimbursable expenses incurred to the date of termination.

9 INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless City, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this Agreement due to the willful or negligent acts (active or passive) or omissions by Contractor's officers, employees or agents. The acceptance of said services and duties by City shall not operate as a waiver of such right of indemnification.

10 INSURANCE REQUIREMENTS

Contractor agrees to have and maintain the policies set forth in Exhibit D, entitled "Insurance Requirements," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Contractor agrees to provide City with a copy of said policies, certificates and/or endorsements before work commences under this Agreement.

11 WAIVER

Contractor agrees that City's waiver of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of Contractor's services will not be a waiver of any provision of this Agreement.

12 INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is an independent contractor. Contractor shall maintain complete control over all of Contractor's employees, any subcontracting subcontractors, and Contractor's operations. Neither Contractor nor any person retained by Contractor may represent, act, or purport to act as the agent, representative or employee of City. Neither Contractor nor City is granted any right or authority to assume or create any obligation on behalf of the other.

13 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws, ordinances, codes and regulations (collectively, "laws") of the federal, state and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.

14 CONFLICT OF INTEREST

Contractor shall avoid all conflict of interest or the appearance of conflict of interest in performance of this Agreement.

15 NONDISCRIMINATION

Contractor agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of this Agreement.

16 GIFTS

16.1 Prohibition on Gifts

Contractor acknowledges that Chapter 12.08 of the San Jose Municipal Code prohibits City's officers and designated employees from accepting gifts as defined in Chapter 12.08.

16.2 No Offer

Contractor agrees not to offer any City officer or designated employee any gift prohibited by Chapter 12.08.

16.3 Breach of Agreement

Contractor's offer or giving of any gift prohibited by Chapter 12.08 will constitute a material breach of this Agreement. In addition to any other remedies City may have in law or equity, City may terminate this Agreement for such breach as provided in Section 8 of this Agreement.

17 DISQUALIFICATION OF FORMER EMPLOYEES

Contractor is familiar with Chapter 12.10 of the San Jose Municipal Code ("Revolving Door Ordinance") relating to the disqualification of City's former officers and employees in matters which are connected with their former duties or official responsibilities. Contractor shall not utilize either directly or indirectly any officer, employee, or agent of Contractor to perform services under this Agreement, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

18 CONFIDENTIAL INFORMATION

All data, documents, discussions or other information developed or received by or for Contractor in performance of this Agreement are confidential and must not be disclosed to any person except as authorized by City, or as required by law.

19 OWNERSHIP OF MATERIALS

All reports, documents or other materials developed or discovered by Contractor or any other person engaged directly or indirectly by Contractor to perform Contractor's services are City's property without restriction or limitation upon their use.

20 CONTRACTOR'S BOOKS AND RECORDS

20.1 Maintenance during Term

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.

20.2 Maintenance after Term

Contractor shall maintain all documents which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

20.3 Inspection

Any documents required to be maintained pursuant to this Agreement must be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Contractor shall provide copies of such documents to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

20.4 Custody of Records

Where City has reason to believe that any of Contractor's documents relating to this Agreement may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of Contractor's documents be given to City and that these documents be maintained in City Hall. City agrees to grant access to Contractor's documents to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

21 ASSIGNABILITY

The parties agree that the expertise and experience of Contractor are material considerations for this Agreement. Unless specifically authorized by this Agreement, Contractor may not assign the performance of any obligation or interest under this Agreement without the prior written consent of City. Any attempt by Contractor to assign this Agreement, in violation of this Section, will be voidable at City's sole option.

22 SUBCONTRACTORS

Contractor may not use subcontractors to perform any services authorized under this Agreement.

22.1 Authorized Subcontractors

Notwithstanding Section 21 (Assignability) above, Contractor may use designated subcontractors approved in advance by City in performing Contractor's services. Contractor must obtain City's prior written consent in order to change or add subcontractors. Contractor shall be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors. City assumes no responsibility whatsoever concerning such compensation.

22.2 Compliance with Agreement

Contractor shall ensure that Contractor's subcontractors comply with this Agreement. At City's request, Contractor shall require any or all of Contractor's subcontractors to sign an agreement with Contractor requiring compliance with this Agreement.

23 GOVERNING LAW

This Agreement must be construed -- and its performance enforced--under California law.

24 VENUE

In the event that suit is brought by either party to this Agreement, the parties agree that venue must be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

Contractor further agrees that in the event a lawsuit involving this Agreement is filed by City, Contractor will unconditionally accept the jurisdiction of a federal or state court located in Santa Clara County, California.

25 NOTICES

All notices and other communications required or permitted to be given under this Agreement must be in writing and must be personally served, or mailed, postage prepaid via U. S. mail, or sent via courier service, addressed to the respective parties as follows:

To City: Director of Finance
 City of San Jose
 200 East Santa Clara St.
 San Jose, CA 95113

To Contractor:

Notice will be effective on the date personally delivered or if sent by courier service, on the date of receipt. If mailed, notice will be effective three (3) days after deposit in the mail.

The parties may change their respective addresses in accordance with the provisions of this Section.

26 MISCELLANEOUS

26.1 Survival of Provisions

If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

26.2 Assignment

Subject to the provisions of Section 21 (Assignability), this Agreement binds and inures to the benefit of the parties and their respective successors and assigns.

26.3 Headings

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

26.4 Authority of City Manager

Where this Agreement requires or permits City to act and no officer of the City is specified, City’s Manager or the designated representative of City’s Manager has the authority to act on City’s behalf.

APPROVED AS TO FORM:

City of San José
a municipal corporation

Senior Deputy City Attorney

By _____
Name:
Title:
Date: _____

A ,

By _____
Name:
Title:

EXHIBIT A SCOPE OF SERVICES

Contractor shall perform the following services:

1. DESCRIPTION OF SERVICES

Services to be performed under this contract shall consist of providing all management personnel, supervision, labor, equipment and material necessary for the complete and scheduled maintenance for the following landscape areas: **General Fund:** Turf Median Islands; Type II Median Islands; and Light Rail Transit (LRT) Corridor and **Special Districts:** Maintenance District 8; Capitol Auto Mall (CFD 1); and Basking Ridge (CFD 12). These areas are located throughout City of San José and described herein.

1.1 Maintenance Expectations

1.1.1 GENERAL FUND AREAS: City's intent is to have Contractor provide clean, neat, and weed controlled median landscapes citywide, with an emphasis on weed control. It is understood that the maintenance of these landscaped areas are funded by the City's General Fund, and it is the desire of the City to obtain the best services of a Contractor with minimum cost impacts to the City's General Fund.

1.1.2 SPECIAL DISTRICT AREAS: The Special Districts are unique landscape areas within the City of San José. A Special District may include road medians, back-up landscaping on slopes, pocket parks, dual function park, staircases, open space, greenbelts, trails, lighting, and retaining walls. Some districts are quite large and involve many features.

Maintenance expectations for these Special Districts areas are greater and Contractor is expected to provide outstanding landscape management and maintenance services that are healthy, vibrant and sustainable.

1.2 Services

The services to be performed by Contractor under this Agreement include the following items expect as stated otherwise:

1.2.1 Initial inspection and formal report on the condition of all plant material, irrigation systems and hardscape for all landscape areas and lighting for Special District Capitol Auto Mall, CFD 1.

1.2.2 Monthly irrigation reports for all Special District landscape areas. Report on the condition of irrigation systems for General Fund landscape areas, as specified herein.

1.2.3 Irrigation system maintenance

- 1.2.4 Litter, weed and debris removal
- 1.2.5 Trimming and clearance pruning of shrubs and ground covers
- 1.2.6 Clearance pruning of trees and removal of broken branches
- 1.2.7 Mowing, edging, aeration and thatch removal in turf areas
- 1.2.8 Pest control applications and report on type and quantity of materials applied including target pest and locations(s)
- 1.2.9 Fertilization of plant material
- 1.2.10 Staking and guying of trees – monitoring, replacing, repairing or removing
- 1.2.11 Replacement of landscape materials including mulch and Fibar in Special District playgrounds – this work to be paid under R & R
- 1.2.12 Project supervision and coordination of activities with the City
- 1.2.13 Monitoring and replacement of “Dri-Water” tubes and gel packs (General Fund landscape areas only)
- 1.2.14 Native grass and slope maintenance including cleaning of hillside “V” ditches in Special District landscape areas only
- 1.2.15 Erosion control in Special Districts only
- 1.2.16 Asphalt, concrete walkways, trail and retaining wall maintenance in Special Districts only
- 1.2.17 Graffiti removal in Special Districts only
- 1.2.18 Rodent Control in Special Districts only
- 1.2.19 Lighting maintenance within the frontage, back of walk areas, parks, greenbelts, walkways, trailways or median islands in Special Districts only.
- 1.2.20 monthly lighting report for Special Districts only
- 1.2.21 Maintenance of landscape structures, landscape furniture, fences, barricades, and pavers in Special Districts only

1.3 Location of Work

General Fund and Special District landscape areas are defined by the written description in Exhibit A-1 and Special District landscape areas are defined by the written descriptions in Exhibit A-1 and the maps in Exhibits A-2 thru A-4.

2. **DEFINITIONS**

2.1 Director

The Director of the Department of Transportation , (hereinafter “Director”), acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to him, shall serve as the City’s agent in the enforcement of these requirements.

2.2 Landscape Areas

All planted or unplanted areas and hardscapes, including concrete areas, curb and gutters, and walls within the project limits.

2.3 Repair and Renovation Work (R&RW)

Any agreed upon work that is beyond the normal and routine maintenance activities as described in each landscape area.

3. **GENERAL REQUIREMENTS**

3.1 Laws To Be Observed:

Contractor shall keep itself fully informed of all existing and future state and federal laws, including O.S.H.A. standards, Santa Clara County regulations, and all municipal ordinances and regulations of the City of San José which in any manner affect those engaged or employed in the provision of the services or the equipment and materials used, or which in any way affect the conduct of the services and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

3.2 Public Convenience and Safety:

Traffic control procedure stated below and traffic control standard plans outlined in the "U.S. Department of Transportations' Manual on Uniform Traffic Control Devices" (MUTCD) latest edition (http://mutcd.fhwa.dot.gov/kno_2003r1r2.htm) shall be the MINIMUM provided by Contractor and accepted by the City.

Any variations shall be approved by the Director prior to use. In no way shall compliance with these requirements and standards relieve Contractor of any liability for claims or damages arising from Contractor's work.

Contractor may close the vehicle lanes adjacent to the work area provided that at least one lane in each direction is open. City approval is required for total lane closure in one or more directions. Adequate traffic warning and control devices shall be provided and maintained by Contractor during maintenance activities in accordance with the "U.S. Department of Transportations' Manual on Uniform Traffic Control Devices" (MUTCD) latest edition (http://mutcd.fhwa.dot.gov/kno_2003r1r2.htm).

A lighted arrow board is required for all lane closures plus warning signs. Any lane closure is to be approved by the City inspector and not conflict with peak directional traffic flow from 6:00 to 8:30 a.m. and 3:00 to 7:00 p.m. In the event inadequate traffic warning and control devices have been installed, work shall stop until all necessary devices have been installed according to the "MUTCD".

Flag persons are mandatory at locations where equipment is intermittently blocking a traffic lane or where only one lane is available for two-direction traffic.

All the work specified above shall be considered to be Contractor's expense.

3.3 Permits and Licenses:

Contractor shall procure all permits and licenses, pay all charges and fees, give all notices necessary and incidental to the due and lawful prosecution of the provision of services. Contractor must contact the Santa Clara County Transit District for any permits (e.g. Valley Transportation Authority (VTA) restricted access permit) and/or training required to work along the LRT line.

3.4 Patents:

Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the performance of services.

3.9 Preservation of Property:

Contractor shall exercise due care to avoid injury to existing improvements or facilities, adjacent property and real or personal property that is not to be removed.

3.10 Cooperation:

Should work be performed by other firms within or adjacent to the limits of the services specified, or should work of any other nature be underway by other firms within or adjacent to said limits, Contractor shall cooperate with all such other firms so that any delay or hindrance to their work will be avoided. The right is reserved to the City to perform other services as additional work at or near the site (including material sources) at any time, by the use of other firms.

When two or more firms are employed on related or adjacent work, each shall conduct their operations in such a manner as to not cause any unnecessary delay or hindrance to the other.

Each firm shall be responsible to the other for all damage to work, to persons or property caused to the other by their operations and for loss caused the other due to Contractor's unnecessary delays or failure to finish the services within the time specified for completion.

3.12 Care and Protection:

Contractor shall be entirely responsible for any damage to the City's or adjacent property due to hauling materials or other causes attributable to the conduct of the work, and all such damage will be repaired by Contractor when and as directed by the City's representative, and as required to place the property in as good condition as before the commencement of the work.

3.13 Worker Safety:

Contractor shall observe all applicable Office of Occupational Safety and Health Administration (O.S.H.A.) and Cal-O.S.H.A. requirements.

3.14 Documentation To Be Supplied:

Contractor, upon request by the City, shall supply all necessary documentation to show that Contractor has complied with all terms.

3.15 Personal Identification:

Contractor's personnel who work on this project shall wear clothing, which clearly bears Contractor's company name. A company photo ID of the employee shall be displayed or displayed upon request.

3.16 Storage Areas:

Contractor is responsible for making their storage arrangements for all equipment and material, etc used for the performance of work under this agreement. Stockpiling material on the streets or in the public right-of-way is not permitted at any time. Contractor must remove all materials and debris from the job sites by the end of the working day. Failure to do so will cause the City to remove the material or debris from the site and deduct the cost of said work from Contractor's monthly maintenance payment.

3.17 Equipment Identification:

All equipment used in performance of the work by Contractor shall be clearly marked with Contractor's name, insignia, or other identifying emblem. Such markings shall be provided at Contractor's sole expense.

4. INTEGRATED PEST MANAGEMENT

Integrated Pest Management (IPM) is a decision making process for managing pests that uses monitoring to determine pest injury levels and combines biological, cultural, physical and chemical tools to minimize health, environmental and financial risks. IPM emphasizes the use of extensive knowledge about the target pests, such as infestation thresholds, life histories, environmental requirements and natural enemies to compliment and facilitate biological and other natural control measures of pests. IPM uses the least toxic pesticides only as a last resort for controlling pests.

4.1 Compliance with City IPM Policy

Contractor shall obtain and comply with all requirements of the City of San José's Integrated Pest Management (IPM) policy, which is incorporated by reference as though fully set forth herein. Contractor shall apply all pesticides with extreme care to avoid any hazard to persons, pets, property and the environment.

4.2 Best Management Practices (BMPs) & Standard Operating Procedures (SOPs)

Contractor shall obtain and comply with pest specific City BMP's and SOP's. If contractor wishes to propose the use of other BMP's and SOP's, Contractor must submit a copy of the proposed BMP's and SOP's in writing to the Director for review and approval. City approval of BMP's and SOP's will be based on degree of conformance with the City IPM Policy, BMP's and SOP's.

4.3 Use of Pesticides

Contractor shall comply with all federal, state and local rules and regulations that govern the use of pesticides, including the City of San José's IPM Policy. Pesticides utilized for control of pests on City property shall have current Environmental Protection Agency (EPA) registration and be applied in strict accordance with label directions. All pesticide use on City property shall be subject to advance approval by the Director.

4.4 Pesticide Approval and Application

4.4.1 As required by law and this Agreement, each person employed by Contractor and performing pest control activities shall be certified by the State of California.

4.4.2 All recommendations for pest control must be in compliance with the current Integrated Pest Management policies and guidelines of City of San José.

4.4.3 All pesticide applications provided by Contractor shall receive advance approval from the Director.

4.4.4 Contractor shall provide written recommendations from a licensed California Pest Control Advisor (PCA) for any pesticides approved for use on City of San José property.

4.4.5 Any contractor employee who applies Class I pesticides shall possess a Qualified Applicator Certificate (QAC) from the State. This certification (silver card) and written pesticide recommendations shall be with the employee while applying any pesticides.

4.4.6 Any contractor personnel who oversee the application of pesticides shall possess a Qualified Application License (QAL) from the State. This license (brown card) and written pesticide recommendations shall be with the employee while supervising any pesticide application on City property.

4.5 Pesticide Use Reporting

Contractor shall submit monthly pest management reports to the Director. The report shall contain, at minimum, the following information:

- Date and time of pesticide application or service*
- Site of the pesticide application* (and Project ID/Purchase order, if applicable)
- Manufacturer and name/formulation of product applied*
- Pesticide EPA registration number*

- Targeted Pest*
- Amount of product applied*
- City Generated Service Order Reference Number (work order number)
- Date and time of receipt of request
- Name of site contact
- Prevention and other non-chemical methods of control used*
- Recommendations for future prevention*
- Recommendation for continued treatment based on IPM (including cause of problem, source of pest entry to facility, etc.)
- Square footage of area serviced

(* Indicates required field for Storm water permit tracking purposes)

Contractor must submit reports in Microsoft Excel, Access or other approved format.

The City may withhold payment for services until the pesticide report for the invoice month is received and approved. The report shall include information for San José municipal property only.

4.6 Evidence of Training

Contractor shall demonstrate evidence of recent IPM training, to the maximum extent feasible, upon entering into a new agreement or renewal of an existing agreement with the City of San Jose.

4.7 Restricted Pesticides

Before Contractor can apply a California Restricted Material on a City of San José site, Contractor must first obtain a copy of the City of San José's Restricted Use Materials Permit that will be provided by the Director. Before the application can be made, the operator must notify the contract manager 24 hours in advance of the application. Contractor must provide the Director with a copy of the notice of intent per site. This should correlate to the monthly usage report also provided by Contractor.

5. PAYMENTS

Contractor shall submit a monthly statement on or about the last day of each month indicating quantities of the various maintenance activities and any Repair and Renovation Work (R&RW) performed.

5.1 Contractor shall furnish to the City the following documents prior to any monthly payment processing by the City:

- A work schedule describing planned maintenance for the following month to include number of crew(s), crew size(s), date and location of planned work
- The monthly maintenance summary for month invoiced
- Irrigation reports (status and repairs)

- Pest control reports that include material applied and formulation used, quantity applied in the service area, date(s) of application and target pest.
- A duplicate copy of the State Pesticide Report.
- A Lighting Report for Special Districts, if required.

5.2 Payment will be made in the ordinary course of business for work performed on developed landscape areas maintained by Contractor during said month. Any sums due the City shall be deducted prior to payment.

5.3 In the event landscape service areas are added to this Agreement for maintenance, additional initial inspection reports will be required for each added area. These supplemental reports shall be submitted at the end of the first (30) days of maintenance. The initial inspection reports and monthly updates are required to receive the first and any subsequent partial payments, respectively.

6. SPECIAL PROVISIONS

6.1 Supervision:

6.1.1 It is Contractor's responsibility to furnish complete supervision of the project consisting of one employee assigned as Project Superintendent for the service areas who oversees and coordinates the maintenance activities. Work under this item includes:

6.1.1.1 Maintaining service maintenance records, the amount of the various maintenance activities performed, the hours during which they were performed, employees who performed the work, location and equipment used;

6.1.1.1.1 Preparing reports:

6.1.1.1.1.1 Summary report of daily maintenance records

6.1.1.1.1.2 Irrigation report updates.

6.1.1.1.1.3 Pesticide report updates.

6.1.1.1.1.4 Lighting report updates.

6.1.1.1.1.5 Providing on-site field supervision and verifying daily assignments of the various maintenance activities;

6.1.1.1.1.6 Reporting visually obvious deficiencies of any items to the project inspector, e.g., damaged traffic signs, etc.

6.1.1.1.1.7 Coordinating the efforts of the different maintenance activities to obtain the maximum quality

project appearance as well as coordinating with other contractors

6.1.1.1.1.8 Receiving direction from the Director and adjusting schedules and the amount of various activities to be performed

6.1.2 Authorized Representative: Whenever Contractor's Project Superintendent is not present on any part of the work where it may be desirable to give direction, the direction shall then be provided by the Director or designated representative, which shall be received and obeyed by the authorized representative in charge of work. An authorized representative of Contractor shall be available at all times while the Agreement for performance of work under these requirements is in force.

6.1.3 Emergency Contacts: Contractor shall provide the Director and the Director must have at all times names and telephone numbers of current employees of at least two (2) people in charge of or responsible for the work, who can be reached for emergency work twenty-four (24) hours a day, seven (7) days a week.

6.1.4 Inspection Tours: The Project Superintendent shall be available for bi-weekly inspection tours of the project with the Director or designated representative.

6.1.5 Payment for supervision of work shall be covered under Contractor's all inclusive monthly rates; thus, no additional payment shall be made to Contractor for supervision of work.

6.2 Contractor's Initial Inspection Period

6.2.1 Initial Inspections

6.2.1.1 During the first thirty (30) days of maintenance, Contractor shall inspect all improvement areas. At the conclusion of the first thirty (30) days, Contractor shall submit a report on all plant material, turf, irrigation system and associated hard surfaces within the service areas.

6.2.1.2 These reports are required in order to receive payment for landscape maintenance and management services performed thereafter.

6.2.1.3 If additional landscape improvements are added to this agreement for maintenance, initial inspections will be required for the new areas. These supplemental reports shall be submitted at the end of the first (30) days of maintenance of the added new areas.

6.2.1.4 Payment
No additional payments shall be made for these inspections since they are considered included under the performance of this Agreement.

6.2.2 Initial Reports

6.2.2.1 Contractor shall provide a report on his initial inspections of the maintenance service area. The report shall include subsections for plant material, irrigation, hard surfaces, and lighting if applicable.

6.2.2.2 Reports will be submitted to the District Inspector prior to any payments being made to Contractor for any other services performed by Contractor.

6.2.2.2.1 Landscape Areas Initial Report

6.2.2.2.1.1 Contractor shall review each plant in the landscaped areas. Contractor's report to the Director shall address missing or dead plant material, the general health and vigor of each species, and potential problems. Any plant material abnormalities and/or deficiencies shall be fully described and documented (may include photographs) and located by irrigation controller and valve station.

6.2.2.2.2 Irrigation System Initial Report

6.2.2.2.2.1 After reviewing each controller, remote control valve, irrigation head, backflow device and water meter, Contractor's report to the Director shall address any design problems, missing heads, damaged valves or any other items, which in Contractor's opinion, could hamper the operation and correct functioning of the system.

6.2.2.2.2.2 The report shall list each irrigation controller and valve by station and zone.

6.2.2.2.3 Hard Surfaces Initial Report

6.2.2.2.3.1 After reviewing all of the street medians, retaining walls, maintenance bands, and concrete areas, Contractor shall report to the Director any problems of immediate or future consequence.

6.2.2.2.4 Special District Lighting Report

6.2.2.2.4.1 Contractor shall visually inspect all districts lighting, including electroliers, path, and uprights to ensure all lights are glowing and working properly and free of graffiti or other damage. A report shall be submitted to the Director, listing any/all deficiencies.

6.2.2.2.5 Additional Landscape Reports

6.2.2.2.5.1 As additional landscape improvements are added to this agreement for maintenance, initial inspection reports will be required for the new areas. These supplemental reports shall be submitted by the end of the first (30) days of maintenance. These reports are required before Contractor can get paid for subsequent landscaping management and maintenance work is performed.

6.3.2.2.6 Payment

6.2.2.2.6.1 No additional payments are made for these inspection reports since they are considered included under the performance of this Agreement.

6.2.3 Ongoing Report Requirements to be provided by Contractor

6.2.3.1 Irrigation Report (as provided in Exhibit H or approved equal)

6.2.3.2 Pesticide and fertilizer report (as provided in Exhibit I or approved equal).

6.2.3.3 Lighting report for Special District contract only (report format to be negotiated).

6.2.3.4 No additional payments are made for these inspection reports since they will be considered included under the performance of this Agreement.

6.3 Failure to Perform Supervision, Landscape Management/ Maintenance and Monthly Reporting:

6.3.1 Contractor shall perform landscape management and maintenance of City-owned properties, as specified throughout this Agreement, without notice or instructions from the Director. In case of negligence on the part of Contractor in performing specified work included in the Agreement, the Director shall notify Contractor in writing to perform the specified work as required.

6.3.2 Failure to respond to said written notice, and to perform said specified work within forty-eight (48) hours after receipt of said written notice, will result in City causing the maintenance work to be done and deducting the cost thereof from the payments due Contractor.

6.3.3 City will withhold monthly payment from Contractor until all required monthly reports have been submitted.

6.4 Maintenance of Landscape Areas

6.4.1 General Debris and Litter Control

6.4.1.1 Contractor shall remove all litter and debris from the landscape areas and the hardscape areas, which include concrete curbs, gutters, sidewalks and the emergency pavement lane adjacent the median islands.

6.4.1.2 Contractor must remove and keep all areas free of animal waste.

6.4.2 General Trimming and Pruning

6.4.2.1 Contractor's qualified professional personnel shall perform all pruning. Only recognized and approved methods, techniques and standards shall be used and approved by Contractor. Plants or Trees pruned improperly or damaged by Contractor shall be replaced by Contractor with plants of the same appropriate size as determined by the Director.

6.4.2.2 Contractor shall ensure that weed eaters do not come into contact with shrubs or trees. Any damage shall be noted and reported in a monthly letter that accompanies the pay request. Damaged plant material shall be immediately replaced at Contractor's expense.

6.4.2.3 Excessive pruning or stubbing back will not be permitted and Contractor shall ensure this does not occur. Hedging is not permitted unless pre-authorized by the Director for specific planting areas.

6.4.2.4 Contractor shall remove all dead or damaged branches from work areas.

6.4.2.5 Contractor shall make all pruning cuts cleanly and with no tearing of the bark.

6.4.2.6 Contractor shall remove all brush from the site. No stockpiling of debris will be allowed on this project.

6.4.2.7 Pruning of tree and plant material shall be done for the following conditions:

6.4.2.7.1 To maintain clearance from hardscape, vehicles, or facilities

6.4.2.7.2 To provide visibility of pedestrians and motorists

6.4.2.7.3 To maintain walkways and maintenance bands free from obstructions and/or safety issues.

6.4.2.7.4 To improve or enhance plant growth, e.g., pruning roses in the winter, cutting back ornamental grasses and some

groundcovers annually or bi-annually or as directed in Special Districts only.

6.4.2.7.5 To eliminate or reduce potentially unsafe conditions in Special Districts only

6.4.2.7.6 To correct shape, particularly for wind disfigurements in Special Districts only.

6.4.3 Trees

6.4.3.1 General Tree Care Guidelines

6.4.3.1.1 Contractor must ensure that all tree pruning conforms to the Best Management Practices for trees as published by the International society of Arboriculture and adhere to the most recent edition of the American National Standards Institute Standards for Maintenance Tree Care Operations (ANSI A300).

6.4.3.1.2 Contractor's arborist must have State of California Contractor's License for Tree Service (C-27) and provide proof of workman's compensation and general liability insurance for pruning branches that cannot be reached from the ground plane.

6.4.3.1.3 Contractor must ensure that an ISA Certified Arborist or Tree worker is present during all pruning operations.

6.4.3.1.4 Contractor shall avoid making pruning cuts larger than 4 inches in diameter (except for removal of dead branches).

6.4.3.1.5 Contractor shall remove no more than 20% of live foliage within the trees during one pruning operation.

6.4.3.1.6 All cuts made by Contractor shall be thinning cuts as opposed to heading cuts. This means leaving a lateral branch no less than 1/3 the diameter of the parent branch, or completely removing the branch at its point of origin.

6.4.3.1.7 All cuts made by Contractor shall be distal to the branch bark ridge or, if present, the branch collar. The cuts shall be close to but shall not injure the branch collar.

6.4.3.1.8 Contractor shall not apply any wound dressings.

6.4.3.1.9 Cut branches by Contractor shall be lowered so as not to scar lower limbs or adjacent landscape.

6.4.3.1.10 Contractor shall ensure that end weight on heavy, horizontal branches shall be lightened by selectively removing

small diameter (no greater than 2-3 inch) branches near the ends of the scaffolds.

6.4.3.1.11 Contractor must ensure that they adhere to the following: use of hedge trimmer on any tree, without prior written consent by the Director, is prohibited.

6.4.3.1.12 Contractor must ensure that Interior branches shall not be stripped out. Lion-tailing is not permitted.

6.4.3.2 Clearance Pruning

6.4.3.2.1 As part of this agreement, Contractor shall perform clearance pruning of all trees within the service area. Pruning of trees is required to maintain height clearance over sidewalks (eight feet) and roadways (fourteen feet) only.

6.4.3.2.2 Tree clearance pruning is considered part of the work to be performed by Contractor under this agreement at no additional cost.

6.4.3.3 Structural Pruning

6.4.3.3.1 The Director or his representative may request from Contractor a proposal to perform structural pruning of trees within the service area. If the proposal is acceptable to the Director, the Director may choose to execute the proposal and have Contractor perform the proposed work. Structural Pruning will be paid under Repair and Renovation Work.

6.4.3.4 Staking and Guying

6.4.3.4.1 Existing Trees

6.4.3.4.1.1 Contractor shall check staking and guying of all trees as part of the regularly scheduled maintenance, and repairs shall be made if required. The nursery stake shall be removed, if present. Trees that are injured by stakes and/or girdled by ties will be replaced by Contractor as required by the Director.

6.4.3.4.1.2 Contractor shall remove and dispose of all tree stakes on existing trees that are at least two years old within the service area, within the first year of the service agreement.

6.4.3.4.1.3 Removing tree stakes shall considered part of the work to be performed by Contractor under this agreement at no additional cost.

6.4.3.4.2 Newly Planted Trees

6.4.3.4.2.1 There may be times during the service period that Contractor will be required to plant new trees.

6.4.3.4.2.2 Trees that die or are blown over due to damage caused by Contractor or Contractor's neglect shall be replaced at Contractor's expense.

6.4.3.4.2.3 Planting of new trees or removal and replacement of existing trees shall be directed by the City at City's expense and shall be paid under R &RW.

6.4.3.4.3 Contractor shall remove tree stakes on newly planted trees between 18 and 24 months from the time of planting.

6.4.3.4.4 Contractor must ensure that the top of the stakes must extend no more than 2 inches above the top tie. Stakes may not extend into the tree canopy where injury to branches could occur.

6.4.3.4.5 Contractor shall remove the nursery stake if present. Stakes/guys shall be removed when directed at no additional cost to the City.

6.4.3.4.6 Contractor shall check and adjust staking ties to ensure bark is not injured. The tree is to be tied at only one level below the lowest permanent branches.

6.4.4 Shrubs and Planting Areas

6.4.4.1 Pruning

6.4.4.1.1 Contractor shall perform whenever necessary pruning of plant material to meet the following conditions:

6.4.4.1.1.1 To maintain clearance from other plants, hardscape, vehicles or facilities

6.4.4.1.1.2 To provide visibility for pedestrians and motorists

6.4.4.1.1.3 To maintain walkways, curb & gutters, and maintenance bands free from obstructions.

6.4.4.1.1.4 To eliminated or reduce potentially unsafe situations, e.g. trim groundcover on walls to eliminate nesting sites for rodents.

6.4.4.1.2 Contractor shall prune all shrubs to correspond to and enhance the natural form and flowering habit. Contractor shall ensure all shrubs are pruned according to guidelines in the most current edition of Arboriculture, by Harris, Clark and Matheny.

6.4.4.1.3 Contractor shall prune shrubs using selective cuts to lateral branches, or to the point of origin (thinning cuts). Shrubs shall not be sheared or hedged unless specifically required by the Director.

6.4.5 Groundcover Plantings

6.4.5.1 Contractor must maintain and control plant materials to provide clearance from trees and shrubs.

6.4.5.2 Contractor must ensure that mowing be accomplished where possible by large mowers set at four (4) inches in height. Where shrubs or other obstructions preclude this technique, Contractor must use weed eaters in tighter areas.

6.4.5.3 Contractor shall mow Groundcover on an annual basis unless otherwise directed by the Director.

6.4.6 Median Island and Hardscape Maintenance

6.4.6.1 These areas consist of hardscape associated with median islands located within the service areas and include curb and gutter, pork chop islands, raised planter beds, maintenance bands, concrete masonry, and exposed cobble. All of these items must be maintained by Contractor in a clean, safe and weed free condition.

6.4.6.2 Contractor shall keep the hardscape surface free of mud, weeds, trash or any other debris at all times

6.4.7 Weed, Disease and Pest Control

6.4.7.1 It is Contractor's responsibility to monitor pest populations and develop an appropriate pest management program. Contractor shall maintain pest populations and disease infestations below the level at which they cause a reduction in plant health, vigor and aesthetics.

6.4.7.2 Contractor shall keep landscape areas free of weeds. Contractor may do weeding manually or by the use of selective weed killers with specific recommendations by a licensed Pest Control Advisor. Extreme caution shall be observed by Contractor if applying selective

weed killers so as not to damage any other plants. Contractor shall ensure that spraying be done only at times when there is no wind and only in compliance with section 4, titled "Integrated Pest Management".

6.4.7.3 Contractor agrees to treat all landscape areas for insects and diseases. Contractor shall control Insects and diseases by the use of approved insecticides and fungicides with specific recommendations by a licensed Pest Control Advisor provided by Contractor.

6.4.7.3.1 Contractor agrees to eradicate, as needed, all gophers, rodents, moles and other related pests from all landscaped areas covered by this Agreement. Contractor shall ensure that all vertebrate pests be controlled by approved methods with specific recommendations by a licensed Pest Control Advisor provided by Contractor. In the event of visible evidence of such pests, Contractor will restore the area to its proper condition.

6.4.7.3.2 Contractor agrees to provide material safety data sheets on any and all pesticides used on the site prior to their application. Contractor must place poison baits so as not to create a hazard to children or pets.

6.4.7.3.3 A copy of Contractor's State Pesticide Report must be furnished by Contractor each month before any payments will be made by City.

6.4.8 Payment

6.4.8.1 All items of work described in this section titled "Maintenance of Landscape Areas" will be paid as one pay item. No other payments will be made unless otherwise specified in this section.

6.5 Turf Maintenance

NOTE: Frequency of mowing and trimming is different for General Fund versus Special Districts. The difference is noted in Exhibit B, LANDSCAPE LOCATIONS, PERFORMANCE SCHEDULE AND DETAILED PRICING, and herewith. Service for Special Districts is weekly. Service for General Fund landscape areas are twice a month during the months of March through October and once per month during the months of November through February. However, additional mowing service may be requested by the project Inspector and will be paid for at the quoted unit price for mowing.

6.5.1 General: Contractor shall maintain all turf areas in a green vigorous condition throughout the year without holes or brown patches.

6.5.2 Mowing: Contractor shall mow turf as often as necessary to maintain a neat and groomed appearance.

6.5.2.1 Mowing is not recommended during wet weather; the determination not to mow in any given week will be made with the site inspector.

6.5.2.2 Contractor must ensure that the cutting edge of all mowing equipment is kept in sharp condition. If reel type mowers are used, Contractor must ensure they are kept in proper adjustment. Bruising, scalping or rough cutting of lawn will not be permitted.

6.5.2.3 All debris shall be removed by Contractor prior to mowing. Contractor shall gather and remove all grass clippings from site.

6.5.2.4 Contractor shall cut lawns to a height of two (2) to three (3) inches from November through February and one and one-half (1.5) to two and one-half (2.5) inches from March through October.

6.5.3 Trimming: Contractor shall trim all edges after each cutting or as necessary to maintain a neat, trim appearance.

6.5.3.1 Trimming shall include cutting all grasses along walls, fences, poles, sprinkler heads, guy wires and edging all grasses along curbs, sidewalks, mowing strips or any other objects within or immediately adjacent to lawn areas.

6.5.3.2 Contractor shall ensure that grasses are cut back a minimum of twenty-four (24) inches from the base of any tree throughout the life of the tree. Contractor shall ensure that a sharp blade is used to trim the edge of the turf. Contractor shall ensure string line trimmer is not used to edge around tree wells. Contractor shall ensure care is taken to avoid damage to tree trunks, shrubs, sprinklers and other structures when trimming.

6.5.3.3 Contractor shall report all damages caused by trimming to the Director, and Contractor shall promptly make the necessary repairs at his own expense.

6.5.3.4 This work is considered as part of the work to be performed under this agreement at no additional cost to the City.

6.5.4 Watering: Contractor shall deeply water, as weather conditions require, to provide moisture for optimum growth.

6.5.4.1 Contractor shall ensure Irrigation of hard fescue and tall fescue is set to reach a 12-inch rooting depth.

6.5.4.2 Contractor shall ensure that Turf at no time show a lack of fresh green color or a loss of resilience due to lack of water.

6.5.4.3 Contractor shall ensure that watering be done in such a manner as to avoid erosion, excessive run-off, ponding or creation of a waterlogged soil condition.

6.5.4.4 Contractor shall use hoses and sprinklers to supplement the sprinkler system where necessary to ensure complete coverage.

6.5.4.5 Whenever the permanently installed sprinkler system does not work or adequately cover the areas, Contractor shall provide means for adequately and uniformly watering all areas. These include having Contractor raise heads, clean heads, and adjust nozzles when necessary and notify City if Contractor cannot resolve any watering inadequacies.

6.5.4.6 This work is considered part of the current Scope of Services at no additional cost to the City.

6.5.5 Turf Weeds, Disease, and Pest Control:

6.5.5.1 Contractor must keep turf weed free. This may require Contractor to use pre-emergent to prevent crab grass.

6.5.5.2 Contractor must do weeding with the use of selective weed killers. Contractor shall observe extreme caution so as not to damage any other plants.

6.5.5.3 Contractor shall control insects and diseases by the use of approved insecticides and fungicides.

6.5.5.4 Contractor shall control rodents by approved methods. Contractor shall place poison baits so as to not create a hazard to pedestrians and pets.

6.5.5.5 Contractor shall ensure that all pesticide applications comply with Special Provisions Section titled Pesticide Application.

6.5.5.6 This work is considered part of the current Scope of Services at no additional cost to the City.

6.5.6 Aeration:

6.5.6.1 Contractor shall aerate turf at least once per year to a minimum depth of three (3) inches using six (6) inch minimum length tines.

6.5.6.1.1 Contractor shall perform aeration when soil is at half saturation, typically 24 hours after irrigation application.

6.5.6.1.2 Once aeration has been completed, Contractor shall fertilize lawns as specified below.

6.5.6.1.3 Contractor at no cost to the City shall repair any and all damage to the adjacent irrigation heads, wires, or system as a result of aeration.

6.5.6.1.4 This work is considered part of the current Scope of Services at no additional cost to the City.

6.5.7 Fertilizing:

6.5.7.1 Contractor shall fertilize turf a minimum of two (2) times per year.

6.5.7.2 Contractor must ensure that applications be limited to two formulations of fertilizer, Sulfur Coated Urea plus phosphorus and potassium if needed and 16-8-8. Contractor shall apply sulfur coated urea from spring through late summer at the rate recommended by the manufacturer. Contractor shall apply 16-6-8 once in late fall at a rate to equal one (1) pound of actual nitrogen per 1000 square feet. Refer to UC publication at <http://anrcatalog.ucdavis.edu/pdf/8065.pdf> for additional information.

6.5.7.3 When specific nutrient deficiencies are noted, additional fertilization may be required as directed by the Director. Contractor will be paid for additional application based on the unit price provided by Contractor in Exhibit B.

6.5.7.4 This work shall be paid as a separate pay item unless specified otherwise in Exhibit B.

6.5.8 Thatch Removal:

6.5.8.1 Contractor must do thatch removal with enough frequency to allow no more than one-half inch of accumulated thatch when compressed.

6.5.8.2 Thatch Removal shall be paid as a separate pay item unless specified otherwise in Exhibit B.

6.6 Replacement of Materials

6.6.1 Contractor shall provide replacement trees of a size, condition and variety acceptable to the Director. All plants shall be healthy, vigorous stock, free of insects and disease. Contractor should follow Specifications for acceptance of nursery stock found in the most current guidelines in "[Guideline Specifications for Nursery Tree Quality](#)" published by the Urban Tree Foundation.

6.6.2 All replacement plants provided by Contractor shall be nursery grown stock and shall have been grown in the specified container for not less than four (4) months, but shall not have been overgrown in the container so as to become root-bound.

6.6.3 Contractor shall replace all bare, dead or unhealthy turf in kind through seeding or sod installation.

6.6.4 Contractor at no cost to the City will replace any tree, turf, or plant material that dies or appears in poor health due to lack of maintenance or actions by Contractor.

6.7 Native Grasses Maintenance (Special District Landscape Areas ONLY)

6.7.1 Some back-up areas in the Special District have been hydro-seeded with native type grasses and native California wildflowers. These areas are non-irrigated and, thus, will brown out in the late spring. These grasses and wildflowers shall be mowed by Contractor once a year in late spring (after the seeds have been dispersed) or at the direction of the Director and maintained at that height throughout the year.

6.7.2 Contractor shall ensure mowing is accomplished where possible by large mowers set at two (2) inch height or as directed. Where shrubs or other obstructions preclude this technique, weed eaters shall be used in tighter areas.

6.7.3 Contractor shall ensure that weed eaters NOT be allowed to come into contact with shrubs or trees. Contractor shall note and report any damage in a monthly letter that accompanies the pay request. Damaged plant material shall be immediately replaced by Contractor and its own expense.

6.7.4 Contractor may remove broadleaf weeds manually or, if necessary, by a selective broadleaf herbicide if heavily established. Contractor must ensure any manual removal shall be accomplished with minimal disturbance to slope.

6.7.5 Contractor must ensure that use of chemicals, or any means of weed eradication, on or near creek beds or banks, comply with all rules and regulations set forth by the Environmental Protection Agency (EPA) and State Fish and Game regulations.

6.7.6 This work shall be considered part of Maintenance of Landscape Areas at no additional cost to the City.

6.8 Trail Maintenance / Greenbelts (Special District Contracts ONLY)

6.8.1 The trail consists of the trail itself, adjacent retaining wall and trail signs. All of these items shall be kept clean and safe by Contractor on a weekly basis as part of routine maintenance.

6.8.2 Litter pick-up on the trail shall be accomplished by Contractor on the same schedule as litter pick-up of the landscaped areas.

6.8.3 Contractor shall keep the trail surface itself free of mud, weeds, trash, animal droppings, or any other debris at all times. Likewise, Contractor shall remove ponding water by broom immediately upon reporting.

6.8.4 Contractor shall keep signs adjacent to the trail in proper and readable condition at all times. Contractor shall repair and/or replace signage within one (1) week of notification of damage or wear.

6.8.5 This work shall be considered part of Maintenance of Landscape Areas at no additional cost to the City.

6.9 Lighting (Special Districts ONLY)

6.9.1 Contractor shall monitor all lighting appurtenances within the maintained areas.

6.9.2 Contractor shall be responsible for removal of graffiti, tags, illegal signage, debris, tape, etc. from all lighting appurtenances at no additional cost to the City.

6.9.3 Contractor shall provide written report on a monthly basis of any lighting damage or malfunctions. See Lighting Report Form.

6.9.4 This work shall be considered part of Scope of Services for Maintenance of Landscape Areas at no additional cost to the City.

6.10 Graffiti Abatement (Special Districts ONLY)

6.10.1 Contractor shall remove Graffiti by using American Protective Coatings SK-1 Graffiti Remover or approved equal, properly applied. American Protective Coatings SK-1 Graffiti Shield or approved equal shall then be applied per manufacturer's specifications and instructions.

6.10.2 Contractor shall ensure that paint used to cover graffiti shall match existing color as closely as possible.

6.10.3 This work shall be considered part of Scope of Services for Maintenance of Landscape Areas at no additional cost to the City.

6.11 Irrigation System Maintenance

6.11.1 General

6.11.1.1 The irrigation system consists of automatic controllers, backflow devices, low voltage wires, remote control valves, irrigation laterals, risers, low volume drip emitters and bubblers, filters, pressure regulators, pressure relief stations and all other incidentals associated with standard low volume City irrigation systems.

6.11.1.2 For General Fund Maintenance of the existing irrigation system, Contractor shall perform services that include, but not limited to the following items:

- 6.11.1.2.1 Annual blowing out of lateral lines to remove debris by removing the last irrigation head and flushing lines
- 6.11.1.2.2 Exercising of controllers and valves as specified for each agreement.
- 6.11.1.2.3 Checking of mains, laterals, risers and heads for leaks as frequently specified for each agreement
- 6.11.1.2.4 Annual cleaning of all Y-strainers
- 6.11.1.2.5 Cleaning of controller cabinets to remove debris and insect inhabitants as frequently specified for each agreement
- 6.11.1.2.6 Irrigation reports as frequently specified for each landscape area.

6.11.1.3 For Special Districts maintenance of the existing irrigation system, Contractor shall perform services that include, but not be limited to the following items:

- 6.11.1.3.1 Annual blowing out of lateral lines to remove debris by removing the last irrigation head and flushing lines,
- 6.11.1.3.2 Monthly exercising of controllers and valves,
- 6.11.1.3.3 Monthly checking of mains, laterals, risers, and heads for leaks,
- 6.11.1.3.4 Repairs/replacements of all components down stream of each station valve (excludes valve) Detail provides typical irrigation lay out.
- 6.11.1.3.5 Checking drip bubblers for correct flow, cleaning filters, adjusting pressure reducing valves, and cleaning and adjusting valves,
- 6.11.1.3.6 Raising and/or straightening of heads that are sunken and/or tipped as necessary or as directed.
- 6.11.1.3.7 Cleaning and adjusting valves, emitters, bubblers, and sprinkler heads for optimum performance,
- 6.11.1.3.8 Annual cleaning of Y-strainers,
- 6.11.1.3.9 Monthly irrigation reports,
- 6.11.1.3.10 Repair or replacements of reclaimed water signage, as needed
- 6.11.1.3.11 For Special Districts ONLY, Contractor must provide personnel who are trained in the Management of the District's CalSense Central Irrigation System. Training is provided by the

City. A complete irrigation system check will be done monthly. Contractor shall respond and make necessary repairs within twenty-four (24) hours. Contractor will pick up CalSense reports no later than 10 a.m. daily (excluding weekends and City holidays) at 1404 Mabury Road San Jose CA when controllers are “on line”.

6.11.1.4 In the event of a drought and/or water conservation efforts, Contractor shall cooperate in the enforcement of mandated water allocations.

6.11.1.5 Contractor shall provide a certified irrigation technician to perform system checks and repairs to the irrigation system on a scheduled basis.

6.11.2 Irrigation Reports

6.11.2.1 Contractor shall provide a complete irrigation system review and written report for each month that irrigation maintenance is required. Contractor’s written report shall list each controller and valve station condition, date and time checked, irrigation schedule and maintenance performed (i.e., adjusting, cleaning, etc.). Use irrigation reporting form provided in Exhibit I to comply with these requirements.

6.11.2.2 Contractor provided damage reports or problems not resulting from Contractor’s activities or negligence shall list the approximate cost of the repair or modification in addition to the date checked, controller, valve number and type of problem.

6.11.2.3 Contractor shall submit the irrigation report along with the monthly billings; must be approved by the Director prior to any payment.

6.11.3 Irrigation Repairs

6.11.3.1 Contractor shall complete Irrigation repairs within forty-eight (48) hours after approval by the Director.

6.11.3.2 All repairs or replacements not resulting from maintenance operations will be paid separately.

6.11.3.2 Contractor must ensure that installation of replacement parts must be as per original design intent. The same exact parts (i.e., same drip bubbler with same gallon per hour (G.P.H.) rating) must be used for replacements unless otherwise specified by the Director.

6.11.4 Irrigation System Scheduling

6.11.4.1 Contractor shall schedule Irrigation with appropriate frequency and duration to meet the water requirements of the plants served by the valve.

6.11.4.2 Irrigation frequency shall be determined by the evaporative demand and rainfall. Irrigation frequency shall be adjusted by Contractor as necessary to account for predicted changes in weather and water use. Contractor should be familiar with and employ the use of local California Irrigation Management Information System (CIMIS) data to determine irrigation frequency and seasonal volumes. The target application rate is 70% of ETo (evapotranspiration rate).

6.11.4.3 Contractor shall adjust Irrigation duration for each valve to apply the appropriate amount of water required to wet the root zone of the plants within that irrigation zone. Contractor shall consider the following Irrigation duration:

- Precipitation rate (inches per hour) of the specific sprinkler operated by that valve.
- Infiltration rate of the soil.
- Water holding capacity of the soil (inches of available water per foot of soil).
- Rooting depth of plant material:

Turf	12"
Ground covers	12"
Shrubs	24"
Trees	36"

6.11.4.4 Contractor shall apply Irrigation in a manner to avoid erosion, excessive run-off, ponding, dry spots or creation of a waterlogged soil condition. If it is determined that these adverse conditions result in damage to trees, shrubs, groundcover or hardscape, Contractor shall repair or plant replacements at Contractor's expense.

6.11.4.4.1 Controller:

6.11.4.4.1.1 Contractor shall program Irrigation controllers as much as necessary, and as climate conditions dictate or as directed by the Director.

6.11.4.4.1.2 Contractor shall ensure that controller programming adhere to the scheduling requirements set forth by the Director, if any.

6.11.4.4.1.3 Contractor shall design controller programs to conserve water and encourage deep rooting of all trees and ground cover.

6.11.4.4.1.4 Contractor shall set controllers to irrigate between the hours of 9:00 p.m. and 5:00 a.m.

6.11.4.4.1.5 Special Districts ONLY - Contractor is responsible for supplying replacement batteries in the controllers at no additional cost to the City.

6.11.5 Payment

6.11.5.1 Contractor shall perform all items of work described in this section titled "Irrigation System Maintenance" at no additional cost to the City unless otherwise specified herein.

6.12 Dri-Water and Truck Watering

6.12.1 Truck Watering

The service area known as "Eden Ave" in General Fund Type II Medians contract has no irrigation system. Contractor shall supply, deliver, and apply water to this service area. Water shall be delivered at a frequency that allows keeping all planted material in a healthy and vigorous condition. Water may be potable or non-potable. Contractor shall ensure that use of non-potable water be in compliance with all applicable laws and regulations.

6.12.1.1 This item of work shall be considered part of the landscape maintenance for this service area at no additional cost to the City.

6.12.2 Dri-Water Tube Services

There are areas both inside and outside of the maintenance service areas where irrigation to trees is non-operational and "Dri-Water" tubes have been used during new tree installations and establishment periods. Contractor shall insert New "Dri-Water" gel packs into the Dri-water tubes on May 1, July 15, and September 15 of each year of this Agreement. Contractor shall provide the labor and materials for this service.

6.12.2.1 Contractor shall ensure each Dri-Water location will have 4 to 8 watering tubes. The locations and the number of watering tubes for each location will be provided at the start of contract.

6.12.2.2 This work will be considered unscheduled work and will be paid for separately and in accordance with Section 6.13.

6.13 Repair and Renovation Work (R&RW):

6.13.1 Description: From time to time, the Director or his representative may request work to be done that is not part of the regularly scheduled Scope of Services. This work will be paid under Repair and Renovation Work (R&RW).

6.13.2 When work is to be performed under R&RW, the labor, materials and equipment used in the performance of such work shall be provided by Contractor and subject to the prior written approval of the Director and compensation will be paid as specified Exhibit C, Compensation.

6.13.3 Agreed Price:

The Director will ask for a written proposal from Contractor to perform repair and/or renovation work; if the Director accepts the proposal, Contractor payment will not exceed the amount of the mutually agreed upon unit price.

6.13.3.1 If unforeseen conditions are encountered while completing the work that requires a change in the amount of the agreed upon compensation, these conditions should be brought to the attention of the City representative for consideration and approval.

6.13.4 Time and Materials:

When the unscheduled work is not quoted as a fixed price, then City will compensate Contractor for R&RW on time and material basis as follows:

6.13.4.1 Labor:

Labor will be compensated at the rates quoted on the "Repair and Renovation Work, Hourly Rate Schedule" set forth in Exhibit C, Compensation.

6.13.4.2 Materials:

The City reserves the right to, first, furnish such materials as it deems necessary, and Contractor shall have no claims for costs and mark-up on such materials.

6.13.4.2.1 Only materials not provided by the City and furnished by Contractor and used specifically in the performance of the R&RW shall be reimbursed by City and only after explicit approval by City. The cost of such materials will be reimbursed at the lowest cost available to Contractor plus the percentage markup set forth in Exhibit C, Compensation.

6.13.4.2.2 The above markup shall constitute full compensation for all overhead costs, which shall be deemed to include all items of expense not specifically designated.

6.13.4.2.3 If Contractor does not furnish satisfactory evidence in the City's reasonable opinion of the cost of such materials from the actual supplier thereof, the cost shall then be absorbed by Contractor.

6.13.5 Subcontracted Work (Special Forces) - Work Performed by outside entities: When the Director and Contractor determine that Contractor does not have the capability to perform specific R&RW, Contractor may subcontract with a City approved specialist.

6.13.5.1 When this occurs, Contractor shall be responsible for such work and compensation will be agreed on prior to the commencement of work on a fixed basis or time and materials as described above. City will

compensate contractor, and it will be Contractor's sole responsibility to pay its subcontractor.

6.13.5.2 It is the responsibility of Contractor to maintain a daily log of staff-hours, equipment and material used.

6.13.5.2.1 The daily log of staff-hours worked by the outside entity must be provided by Contractor to the Director each day.

6.13.5.2.2. The list of material must be provided with the final invoice unless otherwise stated to the contrary by the Director

6.13.5.3 The cost of such material will be reimbursed at the lowest cost available to Contractor or subcontractor, whichever is lower, plus the percentage markup set forth in Exhibit C, Compensation.

6.13.5.4 The above markup shall constitute full compensation for all overhead costs which shall be deemed to include all items of expense not specifically designated.

6.13.5.5 If Contractor does not furnish satisfactory evidence in the City's reasonable opinion of the cost of such materials from the actual supplier thereof, the cost shall then be absorbed by Contractor.

6.13.6 Records: Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of R&RW and the costs of other regularly scheduled maintenance work.

6.13.6.1 From the above records, Contractor shall furnish the Director completed reports, for all R&RW. The R&RW reports shall be submitted not later than seven (7) days following the performance of said work. The R&RW reports shall list all work completed. The reports shall provide names or identifications of workmen, the hourly rate of pay and hours worked, and also the size type and identification number of equipment, and hours operated. Before presenting the R&RW reports to the Director for payment, Contractor shall compile the cost of the R&RW to be paid for and attach a copy of the written cost estimate.

6.13.6.2 In the event there are changes, charges shall be substantiated by valid copies of Contractor's invoices. Such invoices shall be submitted with the R&RW reports, or if not available, they shall be submitted subsequently.

6.13.6.3 Payment: Payment, as provided herein shall constitute full compensation to Contractor for performance of R&RW and no additional compensation will be allowed.

6.14 Basis of Payments for regularly scheduled and unscheduled work for each landscape area:

Contractor shall provide an invoice by the 10th day of each month for the previous month's service. The basis of payment for each landscape areas is as follows:

6.14.1 Median Islands – Turf

Basis of payment for Median Island – Turf will be based on four (4) pay items: Mowing and Trimming; Aeration; Fertilization; and Thatch Removal

6.14.1.1 Mowing and Trimming

6.14.1.1.1 Payment for mowing and trimming shall be paid for, for each time the service is provided.

6.14.1.1.2 The frequency of mowing shall be scheduled for twice per month during the growing season (March through October) and once a month during the dormant season (November through February). However, additional mowing service may be requested by the project Inspector and will be paid for at the unit pricing for mowing provided in Exhibit B.

6.14.1.2 Aeration

6.14.1.2.1 Payment for Aeration shall be paid for, for each time the service is provided, which is scheduled for once annually.

6.14.1.3 Fertilization

6.14.1.3.1 Payment for Fertilization shall be paid for, for each time the service is provided, which is scheduled for twice times annually.

6.14.1.4 Thatch Removal

6.14.1.4.1 Payment for thatch removal shall be paid for each time the service is provided, which is scheduled for once annually.

6.14.2 The Director may add or delete a service to the number of scheduled services as necessary.

6.14.2.1 Maintenance of landscape areas as described in Section 6.4.

6.14.2.1.1 “Maintenance of landscape areas” will cover the costs of the following items:

6.14.1.2.1.1 Debris and Litter Control

6.14.1.2.1.2 Trimming and pruning

6.14.1.2.1.3 Trees

6.14.1.2.1.4 Shrubs and Planting Areas

6.14.1.2.1.5 Groundcover Plantings

6.14.1.2.1.6 Maintenance of unplanted median islands/hardscape

6.14.1.2.1.7 Weed, disease and pest control

6.14.1.2.1.8 Fertilization

6.14.1.2.1.9 Replacement of materials

6.14.1.2.1.10 Pesticides application

6.14.1.2.1.11 Supervision

6.14.1.2.2 Payment shall be made for each month of service which is scheduled for 12 months annually.

6.14.1.2 Maintenance of the irrigation system as described in Section 6.11

6.14.1.2.1 “Maintenance of irrigation system” will cover all maintenance work on the irrigation system except for repair of vandalism and vehicle accidents.

6.14.1.2.2. Irrigation Service is required each month from March through October. The service shall be paid for each month that the service is provided.

6.14.1.3 Repair and renovation work as described in Special Provisions, “Repair and Renovation Work (R&RW)”, Section 6.13

6.14.1.3.1 “Repair and renovation work” will cover the costs of all repair and/or renovation described in Section titled “Repair and Renovation work” and shall include the repair of vandalism and vehicle accident damage.

6.14.1.4 Payment shall be made monthly as service is required.

6.14.2 Median Islands – Type II

Basis of payment for Median Island – Type II will be based on the following four (4) pay items:

6.14.2.1 Maintenance of landscape areas as described in Section 6.4.

6.14.2.1.1 “Maintenance of landscape areas” will cover the costs of the following items:

6.14.2.1.1.1 Debris and Litter Control

6.14.2.1.1.2 Trimming and pruning

6.14.2.1.1.3 Trees

6.14.2.1.1.4 Shrubs and Planting Areas

6.14.2.1.1.5 Groundcover Plantings

6.14.2.1.1.6 Maintenance of unplanted median islands/hardscape

6.14.2.1.1.7 Weed, disease and pest control

6.14.2.1.1.8 Replacement of materials

6.14.2.1.1.9 Pesticides application

6.14.2.1.1.10 Supervision

6.14.2.1.2 Payment shall be made for each time the service is provided; which is scheduled for once a month service.

6.14.2.2 Maintenance of the irrigation system as described in Special Provisions “Irrigation System Maintenance”, Section 6.11

6.14.2.2.1 “Maintenance of irrigation system” will cover all maintenance work on the irrigation system except for repair of vandalism and vehicle accidents.

6.14.2.2.2 Irrigation Service shall be paid for when the service is provided; which is scheduled for once a month service each month during the growing season (March through October).

6.14.2.3 Dri-Water Monitoring & Replacement as described in Special Provisions “Dri-Water and Truck Watering”, Section 6.12

6.14.2.3.1 There are approximately 50 tree locations, both inside and outside of the service area, that require regular replacement of Dri-Water gel packs.

6.14.2.3.2 One service will include the replacement or replenishing of Dri-Water gel packs at all locations. Locations will be serviced three (3) times per year.

6.14.2.3.3 Payment will include the cost of labor only to provide the service of administration, procuring, and installation of the Dri-Water gel packs. No adjustment to the payment will be made for adding or deleting up to 20% of the total locations serviced.

6.14.2.3.4 The cost of the Dri-Water packs will be paid under “Materials” of Pay Item No. 4. Contractor will provide a separate invoice for the Dri-Water gel packs when invoicing the city for the work.

6.14.2.4 Repair and renovation work as described in Special Provisions, “Repair and Renovation Work (R&RW)”, Section 6.13

6.14.2.4.1 “Repair and renovation work” will cover the costs of all repair and/or renovation described in Section titled “Repair and Renovation work,” and shall include the repair of vandalism and vehicle accident damage.

6.14.3 Light Rail Transit (LRT)

Basis of payment for Light Rail Transit (LRT) will be based on the following four (4) pay items:

6.14.3.1 Maintenance of landscape areas as described in Special Provisions “Maintenance of Landscape Areas”, Section 6.4

6.14.3.1.1 “Maintenance of landscape areas” will cover the costs of the following items:

- 6.14.3.1.1.1 Debris and Litter Control
- 6.14.3.1.1.2 Trimming and pruning
- 6.14.3.1.1.3 Trees
- 6.14.3.1.1.4 Shrubs and Planting Areas
- 6.14.3.1.1.5 Groundcover Plantings
- 6.14.3.1.1.6 Maintenance of unplanted median islands/hardscape
- 6.14.3.1.1.7 Weed, disease and pest control
- 6.14.3.1.1.8 Replacement of materials
- 6.14.3.1.1.9 Pesticides application

6.14.3.1.1.10 Supervision

6.14.3.1.2 Payment shall be made for, for each time the service is provided; which is scheduled for once a month service.

6.14.3.2 Maintenance of the irrigation system as described in Special Provisions "Irrigation System Maintenance", Section 6.11

6.14.3.3 "Maintenance of irrigation system" will cover all maintenance work on the irrigation system except for repair of vandalism and vehicle accidents.

6.14.3.4 Irrigation Service shall be paid for when the service is provided; which is scheduled for one time a year on April 1 of each year.

6.14.3.3 Dri-Water Monitoring & Replacement as described in Special Provisions "Dri-Water and Truck Watering", Section 6.12

6.14.3.3.1 There are approximately 30 tree locations within the service area that require regular replacement of Dri-Water gel packs.

6.14.3.3.2 One service will include the replacement or replenishing of Dri-Water gel packs at all locations. Locations will be serviced three (3) times per year.

6.14.3.3.3 Payment will include the cost of labor only to provide the service of administration, procuring, and installation of the Dri-Water gel packs. No adjustment to the payment will be made for adding or deleting up to 50% of the total locations serviced.

6.14.3.3.4 The cost of the Dri-Water packs will be paid under "Materials" of Pay Item No. 4. Contractor will provide a separate invoice for the Dri-Water gel packs when invoicing the city for the work.

6.14.3.4 Repair and renovation work as described in Special Provisions, "Repair and Renovation Work (R&RW)", Section 6.13

6.14.3.4.1 "Repair and renovation work" will cover the costs of all repair and/or renovation described in Section titled "Repair and Renovation work," and shall include the repair of vandalism and vehicle accident damage.

6.14.4 Maintenance District 8 and Capitol Auto Mall (CFD1)

Basis of payment for Maintenance District 8, and Capitol Auto Mall (CFD 1) will be based on the following four (4) general pay items:

6.14.4.1 Turf Maintenance: Maintenance of Turf areas as described in Special Provisions, "Turf Maintenance", Section 6.5

6.14.4.1.1 Turf Maintenance will be separated into four sub-pay items which include:

6.14.4.1.1.1 Mowing and Trimming

6.14.4.1.1.1.1 Payment for mowing and trimming shall be paid for, for each time the service is provided.

6.14.4.1.1.1.2 The frequency of mowing shall be scheduled for once per week during the growing season (March through October) and twice a month during the dormant season (November through February). However, additional mowing service may be requested by the project Inspector and will be paid for at the quoted unit price for mowing.

6.14.4.1.1.2 Aeration

6.14.4.1.1.2.1 Payment for Aeration shall be paid for, for each time the service is provided, which is scheduled for once annually.

6.14.4.1.1.3 Fertilization

6.14.4.1.1.3.1 Payment for Fertilization shall be paid for, for each time the service is provided, which is scheduled for three times annually.

6.14.4.1.1.4 Thatch Removal

6.14.4.1.1.4.1 Payment for Thatch Removal shall be paid for, for each time the service is provided, which is scheduled for once annually.

6.14.4.1.2 The Project Inspector may add or delete a service to the number of scheduled services as conditions warrant it.

6.14.4.2 Maintenance of landscape areas as described in Special Provisions "Maintenance of Landscape Areas", Section 6.

6.14.4.2.1 Section 6.4, 6.6, and 6.10 for all three contracts

6.14.4.2.2 plus Section 6.10 for CFD1, Capitol Auto Mall

6.14.4.2.3 Payment shall be made monthly for weekly service.

6.14.4.3 Maintenance of the irrigation system as described in Special Provisions "Irrigation System Maintenance", Section 6.11

6.14.4.3.1 "Maintenance of irrigation system" will cover all maintenance work on the irrigation system except for repair of vandalism and vehicle accidents.

6.14.4.3.2 Irrigation Service is required monthly.

6.14.4.4 Repair and renovation work as described in Special Provisions, "Repair and Renovation Work (R&RW)", Section 6.13

6.14.5.4.1 "Repair and renovation work" will cover the costs of all repair and/or renovation described in Section titled "Repair and Renovation work" and shall include the repair of vandalism and vehicle accident damage.

6.14.5 Community Facilities District 12 (Basking Ridge)

Basis of payment for Basking Ridge (CFD12) will be based on the following three (3) general pay items:

6.14.5.1 Maintenance of landscape areas as described in Special Provisions "Maintenance of Landscape Areas", Section 6 as follows:

6.14.5.1.1 Section 6.4, 6.6, 6.7, 6.8 & 6.10 apply

6.14.5.1.2 Payment shall be made monthly for weekly service.

6.14.5.2 Maintenance of the irrigation system as described in Special Provisions "Irrigation System Maintenance", Section 6.11

6.14.5.2.1 "Maintenance of irrigation system" will cover all maintenance work on the irrigation system except for repair of vandalism and vehicle accidents.

6.14.5.2.2 Irrigation Service is required monthly.

6.14.5.3 Repair and renovation work as described in Special Provisions, "Repair and Renovation Work (R&RW)", Section 6.13

6.14.5.3.1 "Repair and renovation work" will cover the costs of all repair and/or renovation described in Section titled "Repair and Renovation work" and shall include the repair of vandalism and vehicle accident damage.

6.15 Addition or Removal of Landscaped Areas

In the event that landscaped areas along the project areas are added to or removed from these landscape maintenance agreements by the Director, adjustments to the affected pay items will be made on the basis of square footage added or subtracted and on rates provided in Exhibit B, Compensation on a prorated basis.

EXHIBIT A-1
DESCRIPTIONS OF LANDSCAPE SERVICE LOCATIONS

General Fund

- **Turf Median Islands:** Zanker Road from Trimble to Bering, Palm Haven Drive, 5th Street from Julian to Empire, Almaden Avenue from Santa Clara to Hwy 280, Park Avenue from Delmas to Market, University Avenue at Dana, First Street at Keyes, Camino Verde from Santa Teresa to Sorrento and VTA Station Plaza on San Fernando at Gifford
- **LRT Median Islands and Frontages:** Light Rail Transit medians: W. San Carlos from Almaden to Market, North First Street from Tasman to George, Tasman Drive from the center of the Guadalupe River bridge to center of Coyote Creek bridge and Capitol Avenue from Milpitas limit to Capitol Expressway. Frontages on N. Second Street on west side from Julian to Devine and Tasman Drive from Guadalupe River bridge to Renaissance.
- **Type II Median Islands:** Berryessa Road from Hwy 680 to Piedmont, Santa Teresa Blvd. from Hwy 85 to Cahalan, Blossom Hill Road from Santa Teresa to west of Winfield, Hostetter Road from Capitol Avenue to Stubbins Way, Alum Rock from 34th to Capitol Avenue, Eden Avenue from Moorpark to Payne, Monterey Road from Goodyear to Curtner, Almaden Road from Almaden Expressway to McKean, Story Road from Roberts to McGinness, West San Carlos from Bird to Winchester, Winchester Avenue from Steven Creek Blvd. to Impala Drive and frontage on the northeast corner at Monterey Road

Special Districts

- **Maintenance District 8:** Plumeria Drive from N. First Street to Montague Expressway, Zanker Road from Trimble Road to Montague Expressway, Daggett Drive pork chop median islands, Montague Expressway from North First Street to Trimble Road
- **Community Facilities District 1:** Capitol Auto Mall median and pork-chop islands on Capitol Expressway and Hillsdale Avenue between Highway 87 and Gardendale Drive, the frontage and native grass slope at the southwest corner of Highway 87 and Capitol Auto Mall Parkway.
- **Community Facilities District 12:** East side of Basking Ridge Avenue from Danna Court to Wild Horse Court, west side of Basking Ridge Avenue from Danna Court to the end of the cul-de-sac and north side of Wild Horse Court from Basking Ridge Drive to end of cul-de-sac.

**EXHIBIT A-2
MAINTENANCE DISTRICT 8 MAP**



**EXHIBIT A-3
COMMUNITY FACILITIES DISTRICT 1 MAP**

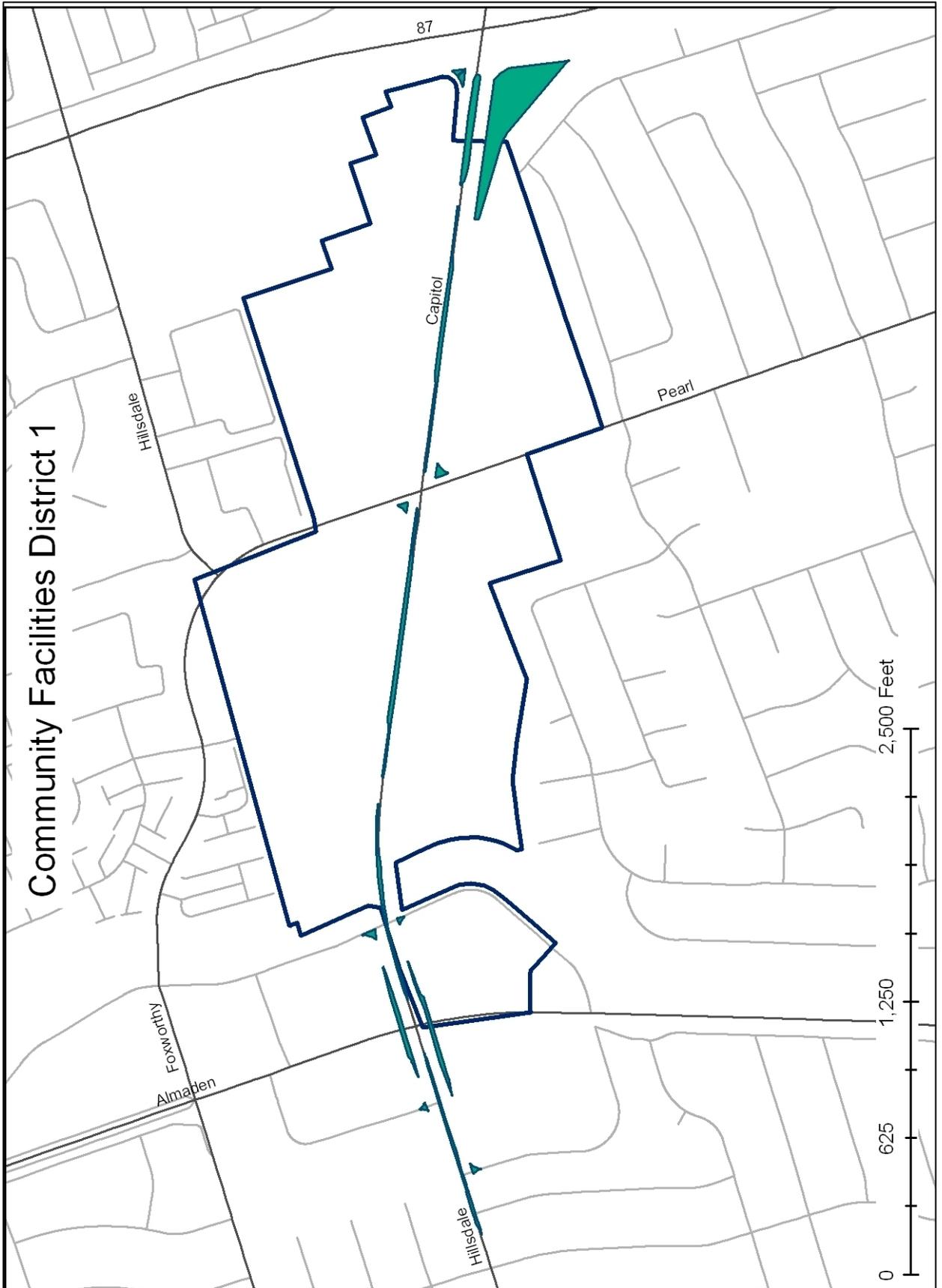


EXHIBIT A-4
COMMUNITY FACILITIES DISTRICT 12 MAP

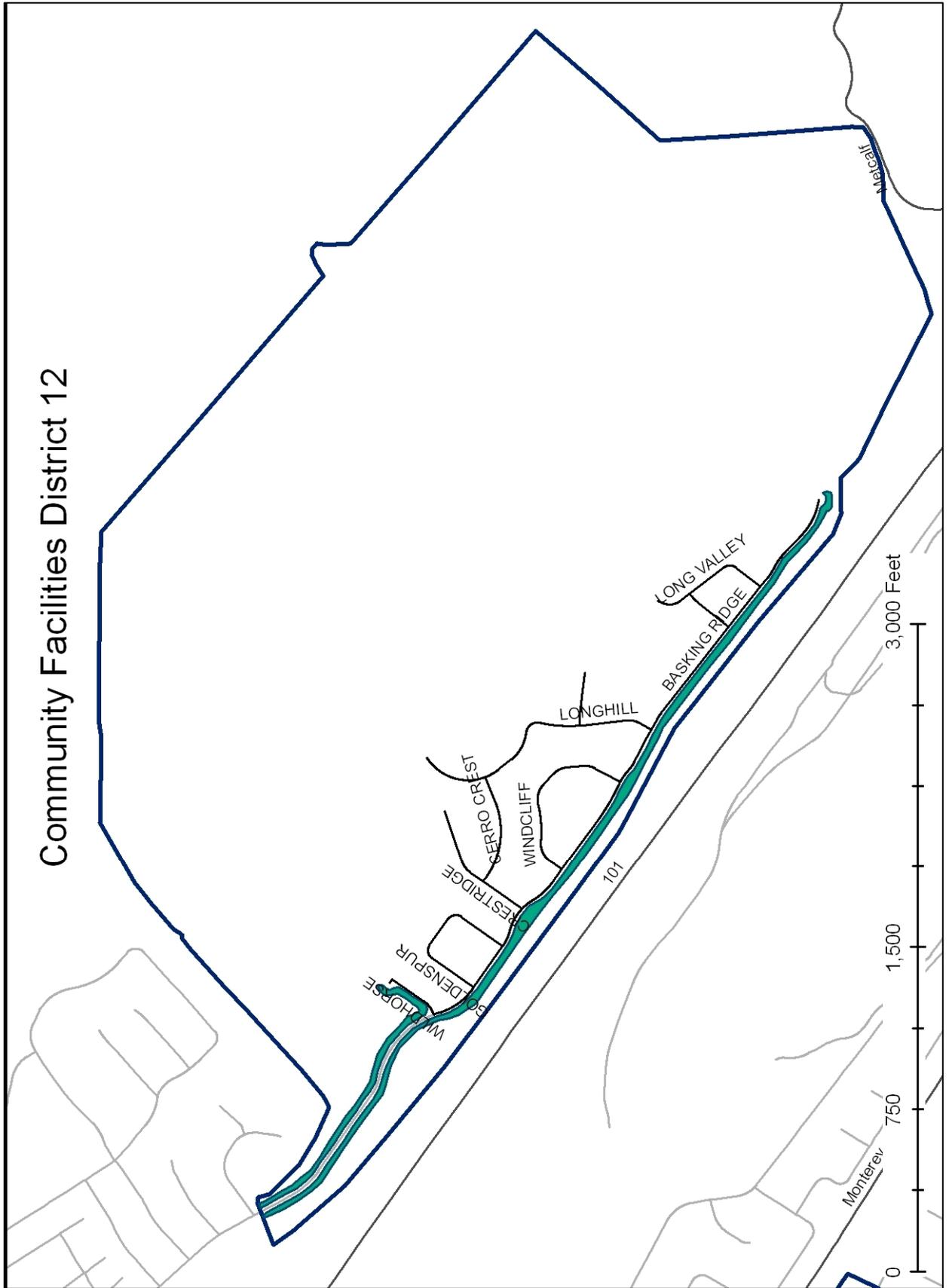


EXHIBIT B
LANDSCAPE LOCATIONS, PERFORMANCE SCHEDULE AND DETAILED PRICING

TABLE 1:					
General Fund (GF) Turf Median Islands Detailed Cost Sheet					
Service Item	Service Area (Sq Ft)	Unit	Est. Qty Yearly	Unit Cost	Extended Price
1 Turf Maintenance					
1.1 Mowing					
Zanker Road	19,320	Each	26	\$ 140.00	\$ 3,640.00
Palm Haven Drive	30,500	Each	26	\$ 140.00	\$ 3,640.00
5th Street	17,200	Each	26	\$ 140.00	\$ 3,640.00
Almaden Avenue	30,500	Each	26	\$ 650.00	\$ 16,900.00
Park Avenue	102,231	Each	26	\$ 260.00	\$ 6,760.00
University Avenue	25,874	Each	26	\$ 90.00	\$ 2,340.00
First Street	18,850	Each	26	\$ 100.00	\$ 2,600.00
Camino Verde	7,500	Each	26	\$ 90.00	\$ 2,340.00
VTA Station Plaza	46,687	Each	26	\$ 90.00	\$ 2,340.00
Mowing Total	378,662			\$ 1,700.00	\$ 44,200.00
1.2 Aeration					
Zanker Road	19,320	Each	1	\$ 20.00	\$ 20.00
Palm Haven Drive	30,500	Each	1	\$ 20.00	\$ 20.00
5th Street	17,200	Each	1	\$ 20.00	\$ 20.00
Almaden Avenue	30,500	Each	1	\$ 20.00	\$ 50.00
Park Avenue	102,231	Each	1	\$ 20.00	\$ 20.00
University Avenue	25,874	Each	1	\$ 20.00	\$ 10.00
First Street	18,850	Each	1	\$ 20.00	\$ 20.00
Camino Verde	7,500	Each	1	\$ 20.00	\$ 20.00
VTA Station Plaza	46,687	Each	1	\$ 20.00	\$ 20.00
Aeration Total	378,662			\$ 200.00	\$ 200.00
1.3 Fertilization					
Zanker Road	19,320	Each	3	\$ 50.00	\$ 150.00
Palm Haven Drive	30,500	Each	3	\$ 80.00	\$ 240.00
5th Street	17,200	Each	3	\$ 40.00	\$ 120.00
Almaden Avenue	30,500	Each	3	\$ 120.00	\$ 360.00
Park Avenue	102,231	Each	3	\$ 40.00	\$ 120.00
University Avenue	25,874	Each	3	\$ 25.00	\$ 75.00
First Street	18,850	Each	3	\$ 60.00	\$ 180.00
Camino Verde	7,500	Each	3	\$ 40.00	\$ 120.00
VTA Station Plaza	46,687	Each	3	\$ 50.00	\$ 150.00
Fertilization Total	378,662			\$ 505.00	\$ 1,515.00
1.4 Thatch Removal					
Zanker Road	19,320	Each	1	\$ 180.00	\$ 180.00
Palm Haven Drive	30,500	Each	1	\$ 200.00	\$ 200.00

TABLE 1:

General Fund (GF) Turf Median Islands Detailed Cost Sheet

Service Item	Service Area (Sq Ft)	Unit	Est. Qty Yearly	Unit Cost	Extended Price
5th Street	17,200	Each	1	\$ 240.00	\$ 240.00
Almaden Avenue	30,500	Each	1	\$ 1,320.00	\$ 1,320.00
Park Avenue	102,231	Each	1	\$ 460.00	\$ 460.00
University Avenue	25,874	Each	1	\$ 150.00	\$ 150.00
First Street	18,850	Each	1	\$ 165.00	\$ 165.00
Camino Verde	7,500	Each	1	\$ 165.00	\$ 165.00
VTA Station Plaza	46,687	Each	1	\$ 185.00	\$ 185.00
Thatch Total	378,662			\$ 3,065.00	\$ 3,065.00
Turf Maintenance Total Item 1				\$ 5,470.00	\$ 48,980.00
Service Item	Service Area (Sq Ft)	Unit	Est. Qty Yearly	Unit Cost	Total Amount
<u>2 Maintenance of Landscaped Areas</u>					
Zanker Road	99,320	Month	12	\$ 150.00	\$ 1,800.00
Palm Haven Drive	30,500	Month	12	\$ 50.00	\$ 600.00
5th Street	17,200	Month	12	\$ 20.00	\$ 240.00
Almaden Avenue	30,500	Month	12	\$ 40.00	\$ 480.00
Park Avenue	102,231	Month	12	\$ 165.00	\$ 1,980.00
University Avenue	25,874	Month	12	\$ 35.00	\$ 420.00
First Street	18,850	Month	12	\$ 450.00	\$ 5,400.00
Camino Verde	7,500	Month	12	\$ 20.00	\$ 240.00
VTA Station Plaza	46,687	Month	12	\$ 160.00	\$ 1,920.00
Maintenance of Landscape Area Total Item 2	378,662			\$ 1,090.00	\$ 13,080.00
<u>3 Irrigation Maintenance</u>					
Zanker Road	99,320	Each	4	\$ 240.00	\$ 960.00
Palm Haven Drive	30,500	Each	4	\$ 80.00	\$ 320.00
5th Street	17,200	Each	4	\$ 40.00	\$ 160.00
Almaden Avenue	30,500	Each	4	\$ 240.00	\$ 960.00
Park Avenue	102,231	Each	4	\$ 80.00	\$ 320.00
University Avenue	25,874	Each	4	\$ 50.00	\$ 200.00
First Street	18,850	Each	4	\$ 50.00	\$ 200.00
Camino Verde	7,500	Each	4	\$ 40.00	\$ 160.00
VTA Station Plaza	46,687	Each	4	\$ 80.00	\$ 320.00
Irrigation Maintenance Total Item 3	378,662			\$ 900.00	\$ 3,600.00

TABLE 1:

General Fund (GF) Turf Median Islands Detailed Cost Sheet

Service Item	Service Area (Sq Ft)	Unit	Est. Qty Yearly	Unit Cost	Extended Price
GF TURF MEDIAN ISLANDS TOTAL Items 1, 2 & 3					\$ 65,660.00
4 Repair and Renovation Work				Estimated Amount	Total Amount
4.1 Accepted Written Proposals				\$25,000	\$25,000
4.2 Time and Materials		Estimated Quantity	Unit	Hourly Rate	Total Amount
Labor					
Landscape Maintenance					
One Person Crew, Truck and Tools		15	Hours	\$ 65.00	\$ 975.00
Two Person Crew, Truck and Tools		5	Hours	\$ 110.00	\$ 550.00
Supervisor, Truck and Tools		5	Hours	\$ 68.00	\$ 340.00
Irrigation and/or Renovation Work					
One Person Crew, Truck and Tools		15	Hours	\$ 65.00	\$ 975.00
Two Person Crew, Truck and Tools		5	Hours	\$ 120.00	\$ 600.00
Supervisor, Truck and Tools		5	Hours	\$ 68.00	\$ 340.00
Total Labor Charges				\$ 496.00	\$ 3,780.00
4.3 Contractor Mark-ups		Estimated Annual Expense	% Markup	Total Mark-Up Amount	Total Expense plus Mark-up
Materials		\$3,000	15%	\$ 450.00	\$ 3,450.00
Sub-Contractor (Special Forces)		\$5,000	15%	\$ 750.00	\$ 5,750.00
Total Mark-ups					\$ 9,200.00
Subtotal for Pay Items 4					\$ 37,980.00
GF TURF MEDIAN ISLANDS GRAND TOTAL					\$ 103,640.00

TABLE 2:

General Funds (GF) Light Rail Corridor (LRT) Detailed Cost Sheet

Service Item	Service Area (Sq Ft)	Unit	Est. Qty Yearly	Unit Cost	Extended Price
1 Maintenance of Landscaped Areas					
San Carlos Street - Medians	5,488	Month	12	\$ 100.00	\$ 1,200.00
North First Street - Medians	38,057	Month	12	\$ 860.00	\$ 10,320.00
Tasman Drive - Medians	202,894	Month	12	\$ 1,160.00	\$ 13,920.00
Capitol Avenue - Medians	336,737	Month	12	\$ 1,160.00	\$ 13,920.00
North Second Street -Frontage	10,000	Month	12	\$ 40.00	\$ 480.00
Tasman Drive - Frontages	90,901	Month	12	\$ 300.00	\$ 3,600.00
Maintenance of Landscape Area Total	684,077			\$ 3,620.00	\$ 43,440.00
2 Irrigation Maintenance					
San Carlos Street - Medians	5,488	Each	4	\$ 25.00	\$ 100.00
North First Street - Medians	38,057	Each	4	\$ 220.00	\$ 880.00
Tasman Drive - Medians	202,894	Each	4	\$ 340.00	\$ 1,360.00
Capitol Avenue - Medians	336,737	Each	4	\$ 240.00	\$ 960.00
North Second Street -Frontage	10,000	Each	4	\$ 35.00	\$ 140.00
Tasman Drive - Frontages	90,901	Each	4	\$ 40.00	\$ 160.00
Irrigation Maintenance Total	684,077			\$ 900.00	\$ 3,600.00
3 Dri-Water Monitoring & Replacement locations					
Dri-Water Total	36	Each	3	\$ 280.00	\$ 840.00
Subtotal for Pay Items 1, 2, & 3				\$ 4,800.00	\$ 47,880.00
4 Repair and Renovation Work				Estimated Amount	Total Amount
4.1 Accepted Written Proposals				\$25,000	\$25,000
4.2 Time and Materials				Estimated Quantity	Unit
Labor				Hourly Rate	Total Amount
Landscape Maintenance					
One Person Crew, Truck and Tools		15	Hours	\$ 65.00	\$ 975.00
Two Person Crew, Truck and Tools		5	Hours	\$ 110.00	\$ 550.00
Supervisor, Truck and Tools		5	Hours	\$ 68.00	\$ 340.00
Irrigation and/or Renovation Work					

TABLE 2:**General Funds (GF) Light Rail Corridor (LRT) Detailed Cost Sheet**

One Person Crew, Truck and Tools		15	Hours	\$ 65.00	\$ 975.00
Two Person Crew, Truck and Tools		5	Hours	\$ 120.00	\$ 600.00
Supervisor, Truck and Tools		5	Hours	\$ 68.00	\$ 340.00
Total Labor Charges				\$ 496.00	\$ 3,780.00
4.3 Contractor Mark-ups		Estimated Annual Expene	% Markup	Total Mark-Up Amount	Total Expense plus Mark-up
Materials		\$5,000	15%	\$ 750.00	\$ 5,750.00
Sub-Contractor (Special Forces)		\$5,000	15%	\$ 750.00	\$ 5,750.00
Total Materials Mark-ups				\$ 1500.00	\$ 11,500.00
Subtotal for Pay Items 4					\$ 40,280.00
GF LIGHT RAIL CORRIDOR (LRT) GRAND TOTAL					\$ 88,160.00

TABLE 3:

General Funds Type II Median Islands Detailed Cost Sheet

Service Item	Service Area (Sq Ft)	Unit	Est. Qty Yearly	Unit Cost	Extended Price
1 Maintenance of Landscaped Areas					
Berryessa Road (Median)	151,450	Month	12	\$ 880.00	\$ 10,560.00
Santa Teresa Blvd. (Median)	57,930	Month	12	\$ 585.00	\$ 7,020.00
Blossom Hill Road (Median)	95,000	Month	12	\$ 145.00	\$ 1,740.00
Hostetter Road (Median)	25,000	Month	12	\$ 300.00	\$ 3,600.00
Alum Rock Avenue (Median)	26,760	Month	12	\$ 440.00	\$ 5,280.00
Eden Avenue (Median)	6,000	Month	12	\$ 150.00	\$ 1,800.00
Monterey Road (Median)	56,080	Month	12	\$ 365.00	\$ 4,380.00
Almaden Road (Median)	7,580	Month	12	\$ 40.00	\$ 480.00
Story Road (Median)	109,540	Month	12	\$ 580.00	\$ 6,960.00
West San Carlos (Median)	124,745	Month	12	\$ 880.00	\$ 10,560.00
Winchester Avenue (Median)	50,500	Month	12	\$ 580.00	\$ 6,960.00
Branham Lane East (Frontage)	84,700	Month	12	\$ 150.00	\$ 1,800.00
Maintenance of Landscape Area Total	795,285			\$ 5,095.00	\$ 61,140.00
2 Irrigation Maintenance					
Berryessa Road (Median)	151,450	Each	4	\$ 20.00	\$ 80.00
Santa Teresa Blvd. (Median)	57,930	Each	4	\$ 45.00	\$ 180.00
Blossom Hill Road (Median)	95,000	Each	4	\$ 45.00	\$ 180.00
Hostetter Road (Median)	25,000	Each	4	\$ 45.00	\$ 180.00
Alum Rock Avenue (Median)	26,760	Each	4	\$ 270.00	\$ 1,080.00
Eden Avenue (Median)	6,000	Each	4	\$ 15.00	\$ 60.00
Monterey Road (Median)	56,080	Each	4	\$ 45.00	\$ 180.00
Almaden Road (Median)	7,580	Each	4	\$ 15.00	\$ 60.00
Story Road (Median)	109,540	Each	4	\$ 75.00	\$ 300.00
West San Carlos (Median)	124,745	Each	4	\$ 265.00	\$ 1,060.00
Winchester Avenue (Median)	50,500	Each	4	\$ 75.00	\$ 300.00
Branham Lane East (Frontage)	84,700	Each	4	\$ 75.00	\$ 300.00
Irrigation Maintenance Total	795,285			\$ 990.00	\$ 3,960.00
3 Dri-Water Monitoring & Replacement					
Dri-Water Total	60	Each	3	\$ 460.00	\$ 1,380.00
Subtotal for Pay Items 1, 2, & 3					\$ 66,480.00

TABLE 3:

General Funds Type II Median Islands Detailed Cost Sheet

				Estimated Amount	Total Amount
4 Repair and Renovation Work					
4.1 Accepted Written Proposals				\$25,000.00	\$25,000
4.2 Time and Materials				Hourly Rate	Total Amount
Labor					
Landscape Maintenance					
One Person Crew, Truck and Tools		15	Hours	\$ 65.00	\$ 975.00
Two Person Crew, Truck and Tools		5	Hours	\$ 110.00	\$ 550.00
Supervisor, Truck and Tools		5	Hours	\$ 68.00	\$ 340.00
Irrigation and/or Renovation Work					
One Person Crew, Truck and Tools		15	Hours	\$ 65.00	\$ 975.00
Two Person Crew, Truck and Tools		5	Hours	\$ 120.00	\$ 600.00
Supervisor, Truck and Tools		5	Hours	\$ 68.00	\$ 340.00
Total Labor Charges					\$ 3,780.00
4.3 Contractor Mark-ups				Total Mark-Up Amount	Total Expense plus Mark-up
Materials		\$5,000	15	\$ 750.00	\$ 5,750.00
Sub-Contractor (Special Forces)		\$5,000	15	\$ 750.00	\$ 5,750.00
Total Materials Mark-ups					\$ 11,500.00
Subtotal for Pay Items 4					\$ 40,280.00
GF TYPE II MEDIAN ISLANDS GRAND TOTAL					\$ 106,760.00

TABLE 4:					
Special District Maintenance District 8					
Service Item	Service Area (Sq Ft)	Unit	Est. Qty Yearly	Unit Cost	Extended Price
1 Turf Maintenance					
1.1 Mowing					
Zanker Road	22,397	Each	52	\$ 135.00	\$ 7,020.00
Montague Expressway	35,000	Each	52	\$ 45.00	\$ 2,340.00
Plumeria Drive	16,701	Each	52	\$ 90.00	\$ 4,680.00
Mowing Total	74,098			\$ 270.00	\$ 14,040.00
1.2 Aeration					
Zanker Road	22,397	Each	1	\$ 120.00	\$ 120.00
Montague Expressway	35,000	Each	1	\$ 120.00	\$ 120.00
Plumeria Drive	16,701	Each	1	\$ 120.00	\$ 120.00
Aeration Total	74,098			\$ 360.00	\$ 360.00
1.3 Fertilization					
Zanker Road	22,397	Each	3	\$ 48.00	\$ 144.00
Montague Expressway	35,000	Each	3	\$ 32.00	\$ 96.00
Plumeria Drive	16,701	Each	3	\$ 20.00	\$ 60.00
Fertilization Total	74,098			\$ 100.00	\$ 300.00
1.4 Thatch Removal					
Zanker Road	22,397	Each	1	\$ 720.00	\$ 720.00
Montague Expressway	35,000	Each	1	\$ 120.00	\$ 120.00
Plumeria Drive	16,701	Each	1	\$ 360.00	\$ 360.00
Thatch Total	74,098			\$ 1,200.00	\$ 1,200.00
Turf Maintenance Total				\$ 1,930.00	\$ 15,900.00
2 Maintenance of Landscaped Areas					
Zanker Road	79,489	Month	12	\$ 240.00	\$ 2,880.00
Montague Expressway	35,000	Month	12	\$ 20.00	\$ 240.00
Plumeria Drive	21,123	Month	12	\$ 20.00	\$ 240.00
Daggett Drive	1,711	Month	12	\$ 20.00	\$ 240.00
Maintenance of Landscape Area Total	137,323			\$ 300.00	\$ 3,600.00
3 Irrigation Maintenance					
Zanker Road	79,489	Each	12	\$ 70.00	\$ 840.00
Montague Expressway	35,000	Each	12	\$ 20.00	\$ 240.00
Plumeria Drive	21,123	Each	12	\$ 35.00	\$ 420.00
Daggett Drive	1,711	Each	12	\$ 20.00	\$ 240.00
Irrigation Maintenance Total	137,323			\$ 145.00	\$ 1,740.00
Subtotal for Pay Items 1 through 3				\$2,375.00	\$ 21,240.00

TABLE 4:**Special District Maintenance District 8**

4 Repair and Renovation Work				Estimated Amount	Total Amount
4.1 Accepted Written Proposals				\$20,000	\$20,000
4.2 Time and Materials		Estimated Quantity	Unit	Hourly Rate	Total Amount
Labor					
Landscape Maintenance					
One Person Crew, Truck and Tools		15	Hours	\$ 65.00	\$ 975.00
Two Person Crew, Truck and Tools		5	Hours	\$ 110.00	\$ 550.00
Supervisor, Truck and Tools		5	Hours	\$ 68.00	\$ 340.00
Irrigation and/or Renovation Work					
One Person Crew, Truck and Tools		15	Hours	\$ 65.00	\$ 975.00
Two Person Crew, Truck and Tools		5	Hours	\$ 120.00	\$ 600.00
Supervisor, Truck and Tools		5	Hours	\$ 68.00	\$ 340.00
Total Labor Charges					\$ 3,780.00
4.3 Contractor Mark-ups		Estimated Annual Expense	% Markup	Total Mark-Up Amount	Total Expense plus Mark-up
Materials		\$3,000	15	\$ 450.00	\$ 3,450.00
Sub-Contractor (Special Forces)		\$5,000	15	\$ 750.00	\$ 5,750.00
Total Mark-ups				\$1,200.00	\$ 9,200.00
Subtotal for Pay Items 4					\$ 32,980.00
SD MAINTENANCE DISTRICT 8 GRAND TOTAL					\$ 54,220.00

TABLE 5:

SD Capitol Auto Mall

Service Item	Service Area (Sq Ft)	Unit	Est. Qty Yearly	Unit Cost	Extended Price
1 Turf Maintenance					
1.1 Mowing and Trimming					
Capitol at Hwy 87	43,053	Each	52	\$ 115.00	\$ 5,980.00
Capitol median islands	25,152	Each	52	\$ 325.00	\$ 16,900.00
Mowing Total	43,053			\$ 440.00	\$ 22,880.00
1.2 Aeration					
Capitol at Hwy 87	43,053	Each	1	\$ 65.00	\$ 65.00
Capitol median islands	25,152	Each	1	\$ 35.00	\$ 35.00
Aeration Total	43,053			\$ 100.00	\$ 100.00
1.3 Fertilization					
Capitol at Hwy 87	43,053	Each	3	\$ 100.00	\$ 300.00
Capitol median islands	25,152	Each	3	\$ 67.00	\$ 201.00
Fertilization Total	43,053			\$ 167.00	\$ 501.00
1.4 Thatch Removal					
Capitol at Hwy 87	43,053	Each	1	\$ 840.00	\$ 840.00
Capitol median islands	25,152	Each	1	\$ 819.00	\$ 819.00
Thatch Total	43,053			\$1,659.00	\$ 1,659.00
Turf Maintenance Total					\$ 25,140.00
2 Maintenance of Landscaped Areas					
Capitol at Hwy 87	82,322	Month	12	\$ 20.00	\$ 240.00
Capitol median islands	56,762	Month	12	\$ 55.00	\$ 1,860.00
Concrete porkchop islands	22,859	Month	12	\$ 35.00	\$ 420.00
Maintenance of Landscape Area Total	161,943			\$ 210.00	\$ 2,520.00
3 Irrigation Maintenance					
Capitol at Hwy 87	82,322	Each	12	\$ 40.00	\$ 480.00
Capitol median islands	56,762	Each	12	100.00	\$ 1,200.00
Irrigation Maintenance Total	139,084			140.00	\$ 1,680.00
Subtotal for Pay Items 1 through 3				\$ 350.00	\$ 29,340.00

TABLE 5:

SD Capitol Auto Mall					
				Estimated Amount	Total Amount
4 Repair and Renovation Work					
4.1 Accepted Written Proposals				\$50,000	\$50,000
4.2 Time and Materials					
		Estimated Quantity	Unit	Hourly Rate	Total Amount
Labor:					
Landscape Maintenance					
One Person Crew, Truck and Tools		15	Hours	\$ 65.00	\$ 975.00
Two Person Crew, Truck and Tools		5	Hours	\$ 110.00	\$ 550.00
Supervisor, Truck and Tools		5	Hours	\$ 68.00	\$ 340.00
Irrigation and/or Renovation Work					
One Person Crew, Truck and Tools		15	Hours	\$ 65.00	\$ 975.00
Two Person Crew, Truck and Tools		5	Hours	\$ 120.00	\$ 600.00
Supervisor, Truck and Tools		5	Hours	\$ 68.00	\$ 340.00
Total Labor Charges					\$ 3,780.00
Contractor Mark-ups		Estimated Annual Expense	% Markup	Total Mark-Up Amount	Total Expense plus Mark-up
Materials		\$3,000	15	\$ 450.00	\$ 3,450.00
Sub-Contractor (Special Forces)		\$5,000	15	\$ 750.00	\$ 5,750.00
Total Mark-ups					\$ 9,200.00
Subtotal for Pay Items 4					\$ 62,980.00
SD CAPITOL AUTO MALL GRAND TOTAL					\$ 92,320.00

TABLE 6:

SD BASKING RIDGE					
Service Item	Service Area (Sq Ft)	Unit	Est. Qty Yearly	Unit Cost	Extended Price
1 Maintenance of Landscaped Areas					
Section A	125,735	Month	12	\$ 370.00	\$ 4,440.00
Section B	35,958	Month	12	\$ 150.00	\$ 1,800.00
Maintenance of Landscape Area Total	161,693			\$ 520.00	\$ 6,240.00
2 Maintenance of Trail (EVA)					
Section C	26000	Month	12	\$ 260.00	\$ 3,120.00
Maintenance of Trail Total	26,000				\$ 3,120.00
Irrigation Maintenance					
Section A	125,735	Each	12	\$ 97.00	\$ 1,164.00
Section B	35,958	Each	12	\$ 48.00	\$ 576.00
3 Irrigation Maintenance Total	161,693			\$ 145.00	\$ 1,740.00
Subtotal for Pay Items 1, 2 & 3					\$11,100.00
4 Repair and Renovation Work				Estimated Amount	Total Amount
4.1 Accepted Written Proposals				\$50,000	\$50,000
4.2 Time and Materials				Estimated Quantity	Unit
Labor				Hourly Rate	Total Amount
Landscape Maintenance					
One Person Crew, Truck and Tools		15	Hours	\$ 65.00	\$ 975.00
Two Person Crew, Truck and Tools		5	Hours	\$ 110.00	\$ 550.00
Supervisor, Truck and Tools		5	Hours	\$ 68.00	\$ 340.00
Irrigation and/or Renovation Work					
One Person Crew, Truck and Tools		15	Hours	\$ 65.00	\$ 975.00
Two Person Crew, Truck and Tools		5	Hours	\$ 120.00	\$ 600.00
Supervisor, Truck and Tools		5	Hours	\$ 68.00	\$ 340.00
Total Labor Charges					\$ 3,780.00
4.3 Contractor Mark-ups				Estimated Annual Expense	% Markup
Materials		\$5,000	15	\$ 750.00	\$ 5,750.00
Sub-Contractor (Special Forces)		\$5,000	15	\$ 750.00	\$ 5,750.00
Subtotal for Pay Items 3					\$11,500.00

TABLE 6:

SD BASKING RIDGE

\$76,380.00

**EXHIBIT C
COMPENSATION**

1. COMPENSATION

1.1. City shall compensate Contractor for Landscape Management and Maintenance Services performed for the City of San Jose’s Public Right-of-Way locations in 3 General Fund and 3 Special District landscape areas according to the following Schedule:

Landscape Management and Maintenance Services	Estimated Monthly Rate*	Annual Rate	2 Year Total
<i>General Fund:</i>			
Turf Median Island	\$8,637	\$103,640	\$207,280
LRT Median Island	\$7,346	\$88,160	\$176,320
Type II Median Island	<u>\$8,897</u>	<u>\$106,760</u>	<u>\$213,520</u>
<i>Subtotal</i>	\$24,880	\$298,560	\$597,120
<i>Special Districts:</i>			
Maintenance District 8	\$4,518	\$54,220	\$108,440
Capitol Auto Mall	\$7,694	\$92,320	\$184,640
Basking Ridge	<u>\$6,365</u>	<u>\$76,380</u>	<u>\$152,760</u>
<i>Subtotal</i>	\$18,577	\$222,920	\$445,840
Total	\$43,457	\$521,480	\$1,042,960

* Actual amounts to be paid according to work performed per monthly invoices.

1.2. In the event the City requires repair and renovation work (R&RW), Contractor shall provide a written quotation that includes all costs to complete the R&RW requested and shall obtain approval before start of work using the Supplemental Work Order Form Attached hereto as Exhibit F. When the R&RW is not quoted as a fixed price, then City will compensate Contractor on time and material basis. Upon receiving City’s written approval to proceed with the R&RW, Contractor shall perform the work at a time mutually agreed upon between both parties and according to the hourly rates and percentage markup on costs as specified below. All work and supplies, material & equipment used must be documented using the Supplement Work Order Form. Payments for R&RW shall be based on the Sections below.

R&RW	Hourly Rate	Percentage (%) Markup on Cost
One person crew, truck and tools included	\$65.00	
Two person crew, truck and tools included	\$110.00	
Supervisor, Truck and tools included	\$68.00	
Materials		15%
Subcontractor work (special forces)		15%

1.3. All Payments are based upon City's acceptance of Contractor's performance of landscape management and maintenance services as evidenced by successful completion of each Deliverable per the scope of services and schedule of performance. City shall have no obligation to pay unless Contractor has successfully completed and City has approved the services for which payment is due.

1.4. The maximum amount of compensation to be paid to Contractor, including both payment for landscape management and maintenance services and eligible reimbursable expenses, and including the maximum dollar amount set aside for R&RW shall not exceed One Million Forty Two Thousand Nine Hundred Sixty Dollars and no cents (\$1,042,960). No R&RW will be performed unless both parties sign a Supplemental Work Order Form outlining the services requested and the compensation agreed for such services.

1.5. Monthly Invoice

Contractor shall submit to City a monthly invoice within ten (10) working days of the last day of each month, in arrears, for payment for services performed pursuant to this Agreement. The monthly invoice shall include a statement of work performed during the month. City shall review the monthly invoice submitted by Contractor and within ten (10) working days of receipt of the invoice, City shall notify Contractor of any discrepancies or deficiencies in said invoice.

1.6. Payment to Contractor

Except as otherwise provided in this Agreement, City shall make monthly payments within ten (10) business days of City's approval of Contractor's invoice. If City makes any payments or incurs any costs for which City is entitled to reimbursement from any payment otherwise due to Contractor from City, City may deduct such reimbursement from any payment otherwise due to Contractor from City. City shall submit to Contractor written documentation in support of such deduction upon Contractor's request. In the event City does not deduct such reimbursement from Contractor's payment but submits to Contractor an invoice for reimbursement, Contractor shall reimburse City within thirty (30) days of receipt of such invoice.

1.7. Pricing

Pricing shall be firm fixed for the initial two year period of the agreement. During this period, Contractor's pricing may not increase.

1.8. Additional Term Compensation

1.8.1. Pursuant to Section 3.2 of the Agreement, City reserves the right to renew the term of the Agreement for five (5) additional one-year terms (“Additional Terms”). In the event the City elects to extend the term of this Agreement, price adjustments may be considered by the City if Contractor can successfully demonstrate to the satisfaction of the City that a price increase is warranted. At least One Hundred Eighty (180) days prior to the expiration of the initial two year term, Contractor shall provide City with proposed pricing for the first Additional Term and all subsequent Additional Terms. The proposed pricing shall in no event exceed 3% annually. Upon agreement as upon proposed pricing, City shall issue a Notice to Exercise Option with the agreed upon pricing to Contractor for the first additional term and all subsequent terms no less than (30) days prior to the expiration of the then-current term.

1.9. Adds or Deletes to the Schedule of Services

In the event that City Adds or Deletes to the Schedule of Services, City and Contractor shall execute an Addendum using Form C-1 documenting the changes. The Monthly Price shall be adjusted accordingly.

FORM C-1

CONTRACT ADDENDUM FOR LANDSCAPE MGMT AND MAINTENANCE SERVICES

The following Locations/Services Levels are hereby modified:

Line	Location	Address	Sq. Ft.	Freq.	Monthly	Yearly	ADD/DELETE
				Per Wk.			

City II Enterprises, Inc., A California Corporation
dba FloraTerra Landscape Management, Inc.

City of San José
a municipal corporation

By: _____
Name: Gene Ebertowski
Title: President
Date: _____

By: _____
Name: Mark Giovannetti
Title: Purchasing Division Manager
Date: _____

EXHIBIT D
INSURANCE REQUIREMENTS

Contractor, at Contractor's sole cost and expense, shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Number GL 0002 (Ed. 1/96) covering Commercial General Liability together with Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability; or that described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 Ed. 01/96; and
2. The coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "nonowned autos"; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and

C. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by City's Risk Manager. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, employees, agents and contractors; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City's Risk Manager.

D. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. Insured. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents and contractors.
- b. Contribution Not Required. Contractor 's insurance coverage shall be primary insurance as respects City, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by City, its officers, employees, agents or contractors shall be excess of Contractor 's insurance and shall not contribute with it.
- c. Provisions Regarding the Insured's Duties After Accident or Loss. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided CITY, its officers, employees, agents, or contractors.
- d. Coverage. Coverage shall state that Contractor's 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.

2. All Coverages

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 CITY's Risk Manager.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to City's Risk Manager.

F. **Verification of Coverage**

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

CITY OF SAN JOSE
Department of Finance
Debt & Risk Management Division
200 East Santa Clara St
San Jose, CA 95113

G. **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

Exhibit E



City of San Jose Wage Determination

CONTRACT SCOPE: Landscape Management and Maintenance Services Within the Public Right-of-Way
ISSUE DATE: October 26, 2011

Contracts governed by both the City of San José’s Living Wage Policy (Resolution No. 68900) and its Prevailing Wage Policy (Resolution No. 61144) are subject to the Policy with the higher wage requirements. **The prevailing wage rates for this contract are contained in the General Prevailing Wage Determination 2011-2 and the 2011-2 Pre-Determined Wage Determination issued by the Director of Industrial Relations.** A copy of the Wage Determination can be obtained from the Office of Equality Assurance at 200 East Santa Clara Street, 5th Floor, San Jose CA 95113 or by phone at 408-535-8430.

LANDSCAPE MANAGEMENT AND MAINTENANCE SERVICES SUBJECT TO PREVALING WAGE POLICY

Work Description	Craft Classification(s)
Landscape Maintenance – mowing, hedge trimming, edging, minor tree trimming, routine irrigation system repair & over-the counter pesticide use	PLUMBER: Landscape Tradesman II DIR Wage Index 2011-2 , Page 145
Pesticide/Herbicide Application	LABORER: Group 4 DIR Wage Index 2011-2, Page 49-50
Licensed Spray Technician	LABORER: Group 3 DIR Wage Index 2011-2, Page 49-50
Traffic Control	TRAFFIC CONTROL/LANE CLOSURE DIR Wage Index 2011-2, Page 44

For any work not expressly identified, please contact the Office of Equality Assurance at 408-535-8430.

LANDSCAPE MANAGEMENT AND MAINTENANCE SERVICES SUBJECT TO LIVING WAGE POLICY

Work Description	Living Wage with Benefits	Living Wage Without Benefits
Landscape Clean-Up – cleans grounds using rakes, brooms, hose & leaf blowers	\$13.59	\$14.84

Living Wage Rates are adjusted annually on the anniversary date of the contract.

Hours and Days of Work

(Industrial Welfare Commission Order No. 16-2001)

Employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and
- (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) on the seventh (7th) consecutive day of work in a workweek.

OEA Reference #11654

City-Wide General Fund Contractual Landscape:

Median Islands – Turf

Median Islands – Type II

Light Rail Transit (LRT)

Special Assessment District Landscape Management:

Maintenance District 8

Maintenance District 11

Community Facilities District 1

Community Facilities District 12



**LABOR COMPLIANCE
FRINGE BENEFIT STATEMENT**

CONTRACTOR NAME: FloraTerra Landscape Mgmt

CONTRACT: multiple

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds, or programs as listed below:

Classification	Fringe Benefit Hourly Amount	Name of the Plan or Fund (Attach Premium Transmittal)
1. <u>laborer, Group 4</u> <i>Documentation of Plan contribution must be returned with this statement</i> Please attach a copy of your most recent transmission into each medical, pension, or profit sharing plan account indicating worker name and amount of contribution.	Vacation	
	\$	
	Health & Welfare	
	\$	
	Pension	
	\$	
2	Vacation	
	\$	
	Health & Welfare	
	\$	
	Pension	
	\$	
3	Vacation	
	\$	
	Health & Welfare	
	\$	
	Pension	
	\$	

All (or some) fringes are paid in cash by adding the amount to the employee's basic hourly rate.

FloraTerra Landscape
Company Name (Please Print)

Gene Ebertowski - President
Name and Title (Please Print)

3/9/12
Date

Signature



**LABOR COMPLIANCE
FRINGE BENEFIT STATEMENT**

CONTRACTOR NAME: FloraTerra Landscape Maint

CONTRACT: multiple

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds, or programs as listed below:

Classification	Fringe Benefit Hourly Amount	Name of the Plan or Fund (Attach Premium Transmittal)
<u>1. Tradesman II</u> <i>Documentation of Plan contribution must be returned with this statement</i> Please attach a copy of your most recent transmission into each medical, pension, or profit sharing plan account indicating worker name and amount of contribution.	Vacation	
	\$	
	Health & Welfare	
	\$	
	Pension	
	\$	
<u>2. Irrigation Tech</u>	Vacation	
	\$	
	Health & Welfare	
	\$	
	Pension	
	\$	
<u>3. Laborer, Group 3</u>	Vacation	
	\$	
	Health & Welfare	
	\$	
	Pension	
	\$	
	Apprentice	
	\$	
	Other (specify)	
	\$	

All (or some) fringes are paid in cash by adding the amount to the employee's basic hourly rate.

FloraTerra Landscape
Company Name (Please Print)

Gene Ebertowski - President
Name and Title (Please Print)

3/9/12
Date

Signature

AGREEMENT TITLE:	AGREEMENT FOR LANDSCAPE MANAGEMENT AND MAINTENANCE SERVICES FOR GENERAL FUND AND SPECIAL DISTRICT LANDSCAPE AREAS
CONTRACTOR Name and Address:	FloraTerra Landscape Management 1702 Meridian Ave, Suite L PMB # 288 San Jose, CA 95125

By executing this Addendum, Contractor acknowledges and agrees that the work performed pursuant to the above referenced Agreement or Service Order is subject to all applicable provisions.

Payment of Minimum Compensation to Employees. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate and/or Living Wage Rate as indicated in the attached Exhibit(s) titled **Work Classification and/or Living Wage Determination**.

A. Prevailing Wage Requirements. California Labor Code and/ or Resolutions of the San Jose City Council require the payment of not less than the general prevailing rate of per diem wages and rates for holiday and overtime and adherence to all labor standards and regulations. The General Prevailing Wage Rates may be adjusted throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Contractor shall not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.

B. Living Wage Requirements. Any person employed by Contractor or subcontractor or City financial recipient or any subrecipient whose compensation is attributable to the City's financial assistance, who meets the following requirements is considered a covered employee. The employee: 1) is not a person who provides volunteer services, that are uncompensated except for reimbursement of expenses such as meals, parking or transportation; 2) spends at least half of his or her time on work for the City [4 hours a day or 20 hours a week]; 3) is at least eighteen (18) years of age; and 4) is not in training for the period of training specified under training standards approved by the City.

C. Reports. Contractor shall file a completed and executed copy of this Addendum with the Department of General Services. Upon award the Department of General Services shall provide Contractor with compliance documents to be completed and returned (with supporting documentation) to the Office of Equality Assurance. These documents must be returned

within 10 days of receipt. Contractor shall not perform on site work on this contract until labor compliance documents are filed. Contractor shall also report additional information, including certified payrolls, as requested by Director of Equality Assurance to assure adherence to the Policy.

D. Coexistence with Any Other Employee Rights. These provisions shall not be construed to limit an employee's ability to bring any legal action for violation of any rights of the employee.

E. Audit Rights. All records or documents required to be kept pursuant to this Agreement to verify compliance with the Wage Requirement shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be available at Contractor's address indicated for receipt of notices in this Contract.

F. Enforcement.

1. **General.** Contractor acknowledges it has read and understands that, pursuant to the terms and conditions of this Agreement, it is required to comply with the Wage Requirement and to submit certain documentation to the City establishing its compliance with such requirement. ("Documentation Provision.") Contractor further acknowledges the City has determined that the Wage Requirement promotes each of the following (collectively "Goals"):

- a. It protects City job opportunities and stimulates the City's economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.
- b. It benefits the public through the superior efficiency of well-paid employees, whereas the payment of inadequate compensation tends to negatively affect the quality of services to the City by fostering high turnover and instability in the workplace.
- c. Paying workers a wage that enables them not to live in poverty is beneficial to the health and welfare of all citizens of San Jose because it increases the ability of such workers to attain sustenance, decreases the amount of poverty and reduces the amount of taxpayer funded social services in San Jose.
- d. It increases competition by promoting a more level playing field among contractors with regard to the wages paid to workers.

2. **Remedies for Contractor's Breach of Prevailing Wage/Living Wage Provisions.**

- a. **WITHHOLDING OF PAYMENT:** Contractor agrees that the Documentation Provision is critical to the City's ability to monitor Contractor's compliance with the Wage Requirement and to ultimately achieve the Goals. Contractor further agrees its breach of the Documentation Provision results in the need for additional enforcement action to verify compliance with the Wage Requirement. In light of the critical importance of the Documentation Provision, the City and Contractor agree that Contractor's compliance with this Provision, as well as the Wage Requirement, is an express condition of City's obligation to make each payment due to Contractor pursuant to this Agreement. **THE CITY IS NOT OBLIGATED TO MAKE ANY PAYMENT DUE CONTRACTOR UNTIL CONTRACTOR HAS PERFORMED ALL OF ITS OBLIGATIONS UNDER THESE PROVISIONS. THIS PROVISION MEANS THAT CITY CAN WITHHOLD ALL OR PART OF A PAYMENT TO CONTRACTOR UNTIL ALL REQUIRED DOCUMENTATION IS SUBMITTED.** Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of the Wage Requirement or the Documentation Provision.
- b. **RESTITUTION:** Contractor agrees that in the event of a breach of its obligations it will pay any amounts underpaid in violation of the required payments and City's administrative costs and liquidated damages and, in the case of financial assistance, to refund any sums disbursed by the City.
- c. **LIQUIDATED DAMAGES FOR BREACH OF WAGE PROVISION:** Contractor agrees its breach of the Wage Requirement would cause the City damage by undermining the Goals, and City's damage would not be remedied by Contractor's payment of restitution to the workers who were paid a substandard wage. Contractor further agrees that such damage would increase the greater the number of employees not paid the applicable prevailing wage and the longer the amount of time over which such wages were not paid. The City and Contractor mutually agree that making a precise determination of the amount of City's damages as a result of Contractor's breach of the Wage Requirement would be impracticable and/or extremely difficult. **THEREFORE, THE PARTIES AGREE THAT, IN THE EVENT OF SUCH A BREACH, CONTRACTOR SHALL PAY TO THE CITY AS LIQUIDATED DAMAGES THE SUM OF THREE (3) TIMES THE DIFFERENCE BETWEEN THE ACTUAL AMOUNT OF WAGES PAID AND THE AMOUNT OF WAGES THAT SHOULD HAVE BEEN PAID.**

d. **ADDITIONAL REMEDIES:** Contractor agrees that in addition to the remedies set forth above City retains the right to suspend or terminate the Agreement for cause and to debar Contractor or subcontractors from future City contracts and/or deem the recipient ineligible for future financial assistance.

City

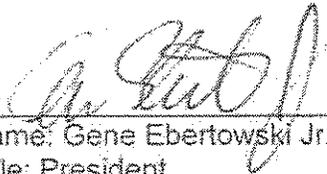
Contractor

By Bernie Peyer

Name

Title:

Date: 3/12/12

By 

Name: Gene Ebertowski Jr.

Title: President

Date: 3/9/2012

EMPLOYEE WORK ENVIRONMENT

SECTION I: CONTRACTOR INFORMATION

Contractor Name: FloraTerra Landscape Management Date: 1-5-12
Address: 1702 Meridian Ave, Suite L #288, San Jose, CA 95125
Phone: 408-275-1200 FAX: 408-275-1201
Prepared by: Sabrina Ayala Title: Office Asst.

SECTION II: EMPLOYEE HEALTH BENEFITS

1. Does your company provide a health insurance plan or program for employees?
- NO, we do not provide a health insurance plan or program for employees.
- YES, we do provide a health insurance plan or program for employees.
- If the answer is no, does your company provide benefits in lieu of a health insurance plan? (Be specific. Describe on a separate sheet and attach.)
2. If the answer to Question 1 above is yes, please provide the following information:
- 2a. Please list the health insurance plan(s) or program(s) offered to your employees (use additional sheets if necessary)
- See attached.
- 2b. What is the contribution by the employee per pay period to this plan?
- \$ 50% for single coverage, no dependents
\$ 100% for family coverage, with dependents
- Pay period is (check one): Weekly Bi-weekly Semi-monthly Monthly
- 2c. What is the contribution by the company, per employee, per pay period, to this plan?
- \$ 50% for single coverage, no dependents
\$ 0% for family coverage, with dependents
- 2d. How long must the employee be employed by your company before they are eligible for health insurance coverage?
- 6 Days Month Year
- 2e. What job classifications of your employees are covered by the insurance program outlined above? (Use additional sheets if necessary.)
- All full time positions.
- 2f. Does your health insurance coverage pertain to part-time and full-time employees?
-

Yes No If no, please explain.

Health insurance would not be offered to part-time employees

SECTION III: EMPLOYEE BASIC BENEFITS

1. Indicate the basic benefits your workers receive.

Years of Service	# of Vacation Days	# of Sick Days	# of Personal Days
After 1 year	0	0	5
After 5 years	0	0	10
After 10 years	0	0	10

Other: (Explain.)

2. Indicate the paid holidays your workers receive by placing check mark to the left of each.

<input checked="" type="checkbox"/> New Year's Day	<input checked="" type="checkbox"/> Independence Day	<input checked="" type="checkbox"/> Christmas
<input checked="" type="checkbox"/> Martin Luther King Jr. Day	<input checked="" type="checkbox"/> Labor Day	Floating Holiday
<input checked="" type="checkbox"/> Washington's Birthday	<input checked="" type="checkbox"/> Veterans' Day	Other:
<input checked="" type="checkbox"/> Memorial Day	<input checked="" type="checkbox"/> Thanksgiving Day	Other:

3. Do you allow for unpaid leave? Yes, please explain policy. No
See attached.

SECTION IV: EMPLOYEE COMPLAINT PROCEDURE

1. Does your company have an employee complaint resolution procedure?

YES (Attach a copy of our company's employee complaint resolution procedure.

NO, our company does not have an employee complaint resolution procedure.

SECTION V: COMPLIANCE WITH STATE AND FEDERAL WORKPLACE STANDARDS

Have any of the following State or Federal Regulatory agencies obtained final orders or final judgments finding a violation by your company of State or Federal law relating to the treatment of your employees? If your answer is yes to any of the questions below, please provide the date of entry of the final judgment or order, the agency which obtained the order, and a brief description of the nature of the violation on a separate sheet of paper.

1. California Department of Fair Employment and Housing Department (DFEH).

NO, our company has not had any final judgment or administrative order.

YES, our company has had final judgment(s) or administrative order(s).

2. California Department of Industrial Relations (Cal OSHA).

NO, our company has not had any final judgment(s) or administrative order(s)

YES, our company has had final judgment(s) or administrative order(s). See attached.

3. California Department of Industrial Relations (Minimum Wage, hours or working conditions) Labor Board

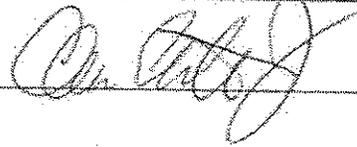
NO, our company has not had any final judgment(s) or administrative order(s).

YES, our company has had final judgment(s) or administrative order(s).

SECTION VII: WARRANTY AND REPRESENTATION

By signing below, proposer warrants and represents that if proposer is successful, the above listed benefits and complaint procedure will be maintained for the term of the agreement, and proposer declares that, to the best of its ability, it intends to ensure that essential services and labor for which it has been contracted will be provided efficiently and without interruption.

Company: FloraTerra Landscape Management

Signature: 

Name: Gene Ebertowski

Title: President

Date: 1-6-2012

Pay Corrections

FloraTerra Landscape Management takes all reasonable steps to make sure you receive the correct amount of pay in each paycheck and that you are paid promptly on the scheduled payday.

In the event there is an error in the amount of pay, you should promptly bring the discrepancy to the attention of your supervisor so corrections can be made as quickly as possible. Once underpayments are identified, they will be corrected in the next regular paycheck or sooner.

Overpayments will also be corrected in the next regular paycheck unless this presents a burden for you (where there is a substantial amount owed). In that case, FloraTerra Landscape Management will attempt to arrange a schedule of repayment with you to minimize the inconvenience to all involved.

Pay Advances

FloraTerra Landscape Management does not permit advances against paychecks.

Open-door *Section IV Employee Complaint Procedure

Suggestions for improving FloraTerra Landscape Management are always welcome. During the course of your employment, you may have a suggestion, question, or complaint about your job, your working conditions, or the treatment you are receiving. Your good-faith suggestion, question, or complaints are of concern to FloraTerra Landscape Management. We ask you to first discuss your concerns with your supervisor or manager. If you still do not receive a satisfactory response, please escalate it to a higher level manager or the Office Manager.

FloraTerra Landscape Management values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

Conflicts of Interest *Section IV Employee Complaint Procedure

All employees must avoid situations involving actual or potential conflicts of interest. Personal, professional or romantic involvement with a competitor or supplier, which impairs an employee's ability to exercise good judgment on behalf of FloraTerra Landscape Management, creates an actual or potential conflict of interest.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to their immediate supervisor, or any other appropriate supervisor, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, FloraTerra Landscape Management may take whatever corrective action appears appropriate according to the circumstances.

These types of relationships are therefore prohibited and violations of this policy will subject an employee to disciplinary action, up to, and including termination.

Investigatory Leave

An employee may be placed on an investigatory leave, with or without notice and with or without pay, to permit FloraTerra Landscape Management to review or investigate actions, including, but not limited to dishonesty, theft or misappropriation of Company funds and/or property, violence on the job, gross safety negligence or acts endangering others, insubordination, harassment, or any other conduct which warrants removing the employee from the work site. Upon conclusion of the investigation, the employee shall be informed in writing of the actual dates and pay status of the leave.

Work at Home

Employees are expected to work at their work site during normal working hours. An employee may work at home **only** if there has been **24 hour prior written approval** from his/her supervisor. This procedure is not meant to be a regular policy at FloraTerra Landscape Management.

Work-Related Light Duty Work

FloraTerra Landscape Management strives to promote a successful recovery from any work related injury and has set up these guidelines for Supervisors to follow when an employee returns to work with restrictions.

- If a non-exempt employee has three days or more of unscheduled time off, their absence must be accompanied by a detailed doctor's report specifying exact restrictions, the nature of the injury or illness, and dates the employee will be away from work;
- When an employee returns to full duty, they must provide a doctor's note with a full release to return to normal job duties;
- The Company will accommodate, as much as reasonably possible, an employee's work restrictions; and
- If an employee completes an accident report because they believe their injury or illness is work related, they may be sent to the Company doctor. If, after evaluation, the insurance Company or Company doctor deems the injury or illness is not work related, unless otherwise provided by law, FloraTerra Landscape Management will only be responsible for the medical costs arising out of or directly related to the determination of non-coverage. All other medical costs associated with the employee's claim will be the responsibility of the employee.

Company Sponsored Events

From time to time, FloraTerra Landscape Management may elect to sponsor charitable events and employees may ask to participate in those events. It is the Company's policy that employees do so on their own time and at their own risk.

Employees understand that they are under no obligation or requirement whatsoever from FloraTerra Landscape Management to wear any Company logo clothing, nor market, promote, or advertise for FloraTerra Landscape Management in any way during said event. Thus, employees participating in these Company sponsored events **are not** on Company time in any way. Consequently, employees participating in these charitable events do so on their own personal time and **are not** subject to wage & hour overtime regulations and workers compensation coverage.

Employees will be asked to sign a Company waiver prior to participating in any Company sponsored charitable event agreeing to these conditions prior to attending the event.

Environmental Policy

FloraTerra Landscape Management is committed to being an Environmentally Responsible corporate citizen. We express that commitment in our Environmental Policy and apply it to all aspects of our business. We believe it is our responsibility to continually improve in all aspects of our business in which we operate environment, social, economic – creating a better tomorrow than today. FloraTerra has been quietly acting on its commitment to a cleaner environment through its improved Water Conservation Measures, Green Waste Reduction and our Recycling Programs.

FloraTerra's Sustainability Vision is simple in concept, but far-reaching in impact. Environmental Stewardship is a core part of this vision. FloraTerra recognizes our responsibility to be a good steward of the environment, both as a corporate citizen and as a way to support the company's goals.

FloraTerra's Environmental Policy Includes the Following:

1. We will comply with applicable legal and regulatory requirements and company standards and conduct regular audits to verify compliance within the Cities, Counties and State we provide landscape services;
2. We will Minimize Green house Gas emissions from our landscape Business Operations;
3. We will Support Water use reclamation and re-use initiatives including the use of reclaimed water from Municipals, Industrial and other viable sources;
4. We will Promote Grass Cycling within our daily landscape operations to reduce Green Waste disposal;

EMPLOYEE BENEFITS

Waiting Period

An employee becomes eligible for benefits the first of the month following six (6) months of employment. All new employees serve a 6 month waiting period from their date of hire. There are no benefits during this period.

Holidays

Full-time and part-time Office Employees, Crew Leaders and Managers are eligible for paid holidays after completing six months of employment. Landscape Laborers are eligible for holiday pay after one year continuous service. A list of holidays is as follows:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Flora Terra Landscape Management recognizes that not all employees work a Monday through Friday workweek. Employees whose regularly scheduled shift does not include any of the above holidays will be allowed to take another day off in lieu of the observed holiday. However, you must take the holiday within the same work week as the observed holiday. Additionally, only one (1) person per shift can be off at any given time. Days off in lieu of holiday must be scheduled in advance and pre-approved by your manager. Days off in lieu of observed holiday will be granted on a first come first served basis.

Example: Employee works Tuesday through Saturday, but the holiday lands on Monday (employee's day off). Employee may take any day Tuesday through Saturday off with pay in lieu of Monday's observed holiday.

At no time will an employee be paid for 6 days in a workweek due to an observed holiday. Managers are required to communicate modified schedules in advance to the payroll department.

Holiday pay will be calculated based on your straight-time pay rate (as of the date of the holiday) times the number of hours you would otherwise have worked on that day.

Employees are expected to work their regularly scheduled day immediately before and immediately after the holiday in order to be eligible for holiday pay, unless the absence is approved in writing at least one (1) month in advance by your supervisor.

When a holiday falls on a weekend, it is usually observed on the preceding Friday or the following Monday. However, FloraTerra Landscape Management may close on another day or grant compensation time off instead of closing. Holiday observations will be announced in advance.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

Paid Time Off (PTO)

Paid Time Off (PTO) is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Full-time and part-time Office Employees and Crew Leaders are eligible for vacation time after completing six months of employment. Part-time employees receive vacation accrual proportionate to the number of hours they work on a regular basis.

The amount of PTO you receive each year increases with the length of your employment. PTO is accrued based on actual hours worked on a per pay period basis. The following schedule shows your accrual rate if you are a regular full-time employee.

YEARS OF ELIGIBLE SERVICE	VACATION DAYS PER YEAR	MAXIMUM ACCRUAL IN DAYS
1 st through 4 th years	5	8
5+ years	10	15

You can request use of PTO time after six (6) months of service.

PTO time can be used in minimum increments of one-half day for non-exempt employees and one full day for exempt employees.

To take PTO, you should request approval at least 30 days prior and use a Request for Time Off form and submit to your supervisor. Requests will not be reviewed if no Request for Time Off form is turned in. In addition, requests will be reviewed based on a number of factors, including business needs and staffing requirements.

PTO begins to accrue as of your Date of Hire. During your first year of employment, you will accrue PTO on a pro-rated basis until December 31st.

PTO time off is paid at your base rate of pay at the time of PTO. It does not include overtime or any special forms of compensation such as incentives, commissions, or bonuses.

If you are unable to report to work due to illness or injury, please notify your supervisor before the scheduled start of your workday. You must keep your supervisor informed of your status and expected return date. FloraTerra Landscape Management does not have a sick leave accrual policy.

If you are absent for more than 2 consecutive workdays due to your own illness or injury, you must provide a physician's statement verifying the disability, its beginning and expected ending dates. Such verification may be required as a condition for receiving PTO benefits.

Before returning to work from an absence due to a work related illness or injury of 10 workdays or more, you must provide a physician's verification that you may safely return to work.

As stated above, you are encouraged to use available PTO time for rest, relaxation, and personal pursuits. In the event that available PTO time is not used by the end of the benefit year, you may carry over your accrued PTO into the next year. There is no retroactive grant of PTO or compensation for the period of time after the maximum cap has been reached.

You are required to take vacation time and may never cash out your PTO time.

Upon termination of employment, you will be paid for unused PTO time that has been earned through your last day of work.

Bereavement

After receiving approval from your supervisor, you may take up to 3 days of paid time off because of the death of an immediate family member. FloraTerra Landscape Management defines "immediate family" as your spouse, parent, child, sibling, in-law, grandparent, grandchild, domestic partner, child of a domestic partner or significant other. Part-time employees are eligible for bereavement pay in proportion to the number of hours they normally are scheduled to work.

Insurance Benefits

FloraTerra Landscape Management offers a comprehensive medical insurance plan for regular full-time employees and their dependents. Regular full-time employees work 30 or more hours per week. If an employee's schedule changes and they work below 30 hours per week for six (6) or more weeks, the employee's status will be changed to a part-time employee and they will no longer be eligible for health insurance. Employees become eligible for insurance benefits the first of the month following a six (6) month waiting period. The employee has an option of selecting an insurance plan from those offered, which best meets their individual needs. The employee's portion of the premium contribution will be automatically deducted from their salary each pay period.

Details about medical insurance coverage are available in a separate publication distributed by FloraTerra Landscape Management.

FloraTerra Landscape Management reserves the right to improve, modify, or eliminate medical insurance benefits and/or policies as necessary. During open enrollment FloraTerra Landscape Management will define the insurance benefits for the coming year.

Professional Development

Our company believes in supporting the individual growth of our employees. To encourage professional development, our company offers a professional development reimbursement program to certain professional accredited certification programs at the company's sole discretion. We also may reimburse at the employee only if authorized in writing by a manager. Proof of certification will be required prior to reimbursement.

To participate in this program, you must be an administrative or management employee who has completed their introductory period. Approval from by your immediate supervisor must be received prior to registration for the seminar.

In an effort to keep our company informed of new developments, we ask that you share any new information presented at the seminar with the rest of the staff.

Benefits Open Enrollment

Once a year, all benefit plans have an open enrollment period. If you are interested in switching medical insurance providers, adding or dropping a benefit or adding or dropping a dependent, it must be done during this annual enrollment period. This is the one time throughout the year when employees are given a chance to add/change/delete dependents from their health insurance without experiencing a change in family status. Please see your Human Resources Representative to find out when your open enrollment period begins.

Benefits Qualifying Event

Due to federal regulations, employees can only change coverage or participation in the medical insurance program during the annual enrollment period or within 30 days of a qualifying event. Under these regulations, a "qualifying event" is defined as:

- Marriage, divorce, death of a spouse, legal separation, or annulment;
- Change in number of dependents, including birth, adoption, placement for adoption, or death of a dependent; or
- Any of the following events for employee, employee's spouse, or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits; or
- Dependent satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; or

- Change in the place of residence of employee, employee's spouse, or dependent.

Benefits Continuation

Under state law, you and your qualified beneficiaries have the opportunity to continue health insurance coverage under FloraTerra Landscape Management' health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in your hours or a leave of absence; your divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

FloraTerra Landscape Management does not continue to pay premiums for health insurance coverage for employees on unpaid leaves of absence.

If a leave of absence is approved, FloraTerra Landscape Management will continue to pay for benefits for up to two weeks after last day worked. If leave exceed two weeks, the employee benefits will be terminated and employee will be sent a COBRA packet. It will be up to the employee to enroll through COBRA and pay for the premiums directly to the carrier.

Worker's Compensation

This Company provides a comprehensive workers' compensation insurance program at no cost to you. Any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment is covered under this program. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or immediately, if you are hospitalized.

If you sustain a work-related injury or illness, you should inform your supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable you to qualify for coverage as quickly as possible.

Neither FloraTerra Landscape Management nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during your voluntary participation in any off-duty recreational, social, or athletic activity sponsored by FloraTerra Landscape Management.

Workers Compensation designated Physician

FloraTerra Landscape Management provides medical treatment for work-related injuries through a medical provider network, which FloraTerra Landscape Management and/or the workers compensation insurance Company have chosen to provide medical care to injured employees because of their experience in treating work-related injuries. Please see your Supervisor for a list of Medical Providers within the approved network.

The law requires FloraTerra Landscape Management to notify the workers compensation insurance company of any concerns of false or fraudulent claims.

LEAVE OF ABSENCE

Leave of Absence

As soon as you become aware of a need for any form of leave of absence, paid or unpaid, you should provide documentation that supports your request. Employee must always exhaust their vacation before unpaid leave of absence will be approved. Holiday benefits will be suspended and vacation benefits will not continue to accrue during any leave of absence.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided through the first full month of disability.

General Provisions Regarding All Leaves

The following general provisions apply to all leaves of absence:

1. A request for an extension of a leave of absence must be made in writing prior to the expiration date of the original leave, and when appropriate, must be accompanied by a health provider's written statement that certifies the need for the extension.
2. Failure to return to work on the first workday following the expiration of an approved leave of absence may be considered a voluntary termination.
1. Requesting or receiving a leave of absence in no way relieves employees of their obligation while on the job to perform their job responsibilities capably and up to FloraTerra Landscape Management's expectations and to observe all the Company rules, policies and procedures.
2. Employees who falsify the reason for their leave of absence may be subject to disciplinary action up to and including possible termination.
3. All leaves of absence must be approved in advance, in writing, by the Owner of FloraTerra Landscape Management.

Pregnancy Disability Leave

Pregnancy disability leave permits a female employee up to four months leave for the period during which she is disabled due to pregnancy, childbirth, or a related medical condition. An employee is considered disabled if she is unable to perform one or more essential functions of her job due to her pregnancy or related health condition. The employee is required to provide medical verification from her doctor. During the period of disability, the employee may use any accrued leave the employer makes available to temporarily disabled employees. The employer may maintain the employee's health coverage for up to 12 weeks per year under FMLA. After the pregnancy disability leave ends, the employee, if eligible under the CFRA, may request an additional 12 weeks of unpaid leave for bonding with her new child. For more information, visit <http://www.dpa.ca.gov/benefits/health/workcomp/pubs/Disability/page8.shtm>

California Paid Family Leave

The Paid Family Leave program provides a maximum of six weeks of paid family leave benefits within a 12-month period for employees who take time off work to care for a child, spouse, parent or domestic parent with a serious health condition or to bond with a newborn or a child under 18 who has been placed in your home by adoption or foster care. You may take this time all at once or on an intermittent basis. The 12-month period begins on the first day of Paid Family Leave. For more information visit: http://www.edd.ca.gov/Disability/Paid_Family_Leave.htm

Leave without Pay

A personal leave of absence without pay may be granted at the discretion of FloraTerra Landscape Management. Requests for personal leave should be limited to unusual circumstances requiring an

absence of longer than two weeks. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay. Please note that all vacation must be used before leave without pay will be approved.

Jury Duty and Witness Leave

You should notify your supervisor of the need for time off for jury duty as soon as notice or summons from the court is received. You may be requested to provide written verification from the court clerk for having served. Non-exempt employees will not receive pay for time off for jury duty. Exempt employees will continue to be paid their full salary if they do any work during the work week.

New Mother's Accommodation

If you are a nursing mother and want to express breast milk while at work, you may use your break times plus extra time up to a total of 30 minutes twice a day. You may also use your lunch break. More time than this may be considered excessive if it seriously disrupts FloraTerra Landscape Management's operations. Your supervisor will assist you in determining a private area where you can accomplish this task. You will not be required to use a restroom for this purpose.

Time Off for Voting

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two hours combined. Under these circumstances, an employee will be allowed a maximum of two hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give his or her supervisor at least two days notice.

Volunteer Civil Service Personnel

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. You are also eligible for unpaid leave for required training. If you are an official volunteer firefighter, please alert your supervisor that you may have to take time off for emergency duty. When taking time off for emergency duty, please alert your supervisor before doing so when possible.

Domestic Violence Leave

Employees who are victims of domestic violence are eligible for unpaid leave. You may request leave if you are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your health, safety, or welfare, or that of your child.

You should provide notice and certification of your need to take leave under this policy.

FloraTerra Landscape Management will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

Military Spouse Leave Law

To be eligible for the leave, the employee must work at least an average of 20 hours per week and have a spouse who is on active duty for any of the United States Armed Forces, National Guard or Army Reserves, and in an area of military conflict.

The eligible employee will be allowed to take a maximum of ten (10) unpaid days off per twelve (12) month period.

To be entitled to the unpaid ten days off from work, the employee must provide notice to the employer, no later than two business days after receiving an official notice that the spouse will be on leave from

deployment and that the employee intends to take time off from work during the leave from deployment. Further, the employee must provide written documentation, certifying that the spouse will be on leave from deployment.

Uniformed Services Employment & Reemployment Rights Act (USERRA)

FloraTerra Landscape Management is committed to the protection of individual who voluntarily or involuntarily leave their employment positions to undertake military service.

As an employee with FloraTerra Landscape Management, you have the right to be reemployed with FloraTerra Landscape Management if you leave your job to perform service in the uniformed service. If you are eligible for reemployment with FloraTerra Landscape Management, you will be restored to the job and benefits you would have attained if you had not been absent due to military service or in some cases, a comparable job.

FloraTerra Landscape Management will not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

As an employee with FloraTerra Landscape Management, if you leave to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependants for up to 24 months while in the military.

Even if you do not elect to continue coverage during your military service, you have the right to be reinstated in FloraTerra Landscape Management's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions), except for service-connected illnesses or injuries. For more information visit <http://www.dol.gov/vets/>.

School Activities

Employees are encouraged to participate in the school activities of their child or children. The absence is subject to all of the following conditions:

- Parents, guardians, or grandparents having custody of one or more children in kindergarten or grades one to 12 may take time off for a school activity;
- The time off for school activity participation cannot exceed eight hours in any calendar month, or a total of 40 hours each school year;
- Employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
- If both parents are employed by FloraTerra Landscape Management, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor;
- Employees must use vacation leave in order to receive compensation for this time off;
 - ✓ Employees who do not have vacation time available will take the time off without pay, and
 - ✓ Employees must provide their supervisor with documentation from the school verifying that the employee participated in a school activity on the day of the absence for that purpose.

Cal OSHA

Date of Judgment: January 5, 2011

Violations: Operating air tank without posting permit, no effective Injury and illness prevention program in place, Unsafe electrical panel, No written procedure for lock out/ tag out/ black out for equipment, and no certification for instruction and training of the hazards of their job assignments.

SUPPLEMENTAL WORK ORDER FORM FOR REPAIR AND RENOVATION WORK (R&RW)

Date: _____

Pre-approval required prior to start of work: _____
(Project Manager Print Name)

Labor Costs					
Date	Time: From/To	Hours	Hourly Pay Rate	Amount	DESCRIPTION OF WORK
Labor Total Amount				\$	

Materials & Sub-contractor (Special Forces) Costs				
QTY	Description	Unit Price	Percent (%) Markup on Cost	Amount
	Materials:		15%	
	Sub-contractor (Special Forces):		15%	
Materials & Sub-contractor (Special Forces) Total Amount				\$

Cost Summary:

Labor Costs Total Amount	\$
Materials & Sub-contractor (Special Forces) Total Amount	\$
Total Cost	\$

CITY PROJECT MANAGER SIGNATURE
SIGNATURE

FloraTerra PROJECT MANAGER

**EXHIBIT G
SAMPLE INVENTORY REPORT**

Tree species/Qty	Map/Location	Size	Density	Pruning	Irrigation	Pest	Comments
Pistache/5	1/median	6" diameter	good	clearance	Controller A12/station 1	none	A few branches need to be pruned up to 14' height over roadway
Pistache	1/median	2" diameter	good	none	Controller A12/station 1	none	Replacement tree planted 6/02 as 36" box. Irrigation okay
Shrub species	Location	Size	Density	Pruning	Irrigation	Pest	Comments
Abelia	1/median	4' diameter +	excessive	thin	spray/OK	none	Thin out this row of shrubs next month
Turf Variety	Location	Size	Density	Mowing	Irrigation	Pest	Comments
Blue/rye mix	2/frontage	1500 ft2	good	2"	good coverage	none	Thatch ok, aerate in spring
Groundcover species	Location	Size	Density	Pruning	Irrigation	Pest	Comments
Myoporum	2/frontage	800 ft2	fair	none	spray/fair	none	Thin and yellowed in some areas. Fix irrigation coverage and fertilize
Bark mulch	2/frontage	entire area	thin	n/a	n/a	n/a	Will replace Prochip on upper slopes where it is thin.
Hardscape	Location	Size		Damage	Debris	Weeds	Comments
mortared stone	1/median	2'x350'		none	pick up 2x/week	Gutter	Sprayed out gutter cracks at toe

EXHIBIT H SAMPLE IRRIGATION INSPECTION REPORT

City of San José - Monthly Irrigation Inspection Form														
Vendor:													Date:	
Inspected by:													Clock#:	
PROGRAM INFORMATION						REPAIRS NEEDED						OTHER		
Station	Flower/Shrub/ Turf	Hardware Description	Minutes / Start	Starts / Day	Day / Week	Heads	Nozzles	Bubblers	Drip	Quick Coupler	Lateral Break	Mainline Break Tipped / Low Head	Wire / Clock	Leaking Head
1														
2														
3														
4														
5														
6														
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Notes:														

**EXHIBIT I
SAMPLE PESTICIDE AND FERTILIZER REPORT**

District _____ Month _____ Year _____

VENDOR NAME _____

FORM WILL NOT BE ACCEPTED FOR PAYMENT UNLESS LEGIBLE

PESTICIDE Date/Time of Application	Manufacturer	Product Name/Formulation	Amount Applied (gal/oz/lbs)	EPA/Cal- reg#	Target Pest	Name of Applicator
FERTILIZER Date/Time of Application	Manufacturer	Product Name/Formulation	Amount Applied (lbs/sq.ft.)	Location of Application	Type of Planting	Name of Applicator

EXHIBIT J
FLORATERRA'S PROPOSAL TO RFP 11-12-06, DATED NOVEMBER 21, 2011

Place holder – exhibit will be added later...