

A. DEFINITIONS:

1. **Plant Material:** includes, but is not limited to specific areas being maintained: the indigenous species of lawn, ground cover, plants, trees, shrubs, flowers, etc., and the soil in which the plant material is planted that are in the designated work areas. Replace plant materials with like plant materials.
2. **Irrigation Systems:** are the entire system that delivers water to the designated work areas, which includes, but is not limited to: the irrigation control panels and controllers; pipes; connectors; sprinklers; and the like. If replacements are required, they would need to be like for like parts that are equal to or better than the legacy parts.
3. **Healthy:** is in a state of full strength and vigor as well as freedom from signs of disease or infestation.
4. **Functional:** performs a particular kind of work as it is intended to perform.
5. **Maintain:** to keep in an existing state or better, to preserve from failure or decline, to maintain in a healthy and functional condition.
6. **Designated Work Areas:** Note that the designated work areas are defined on the maps, attachments or tables made hereto, or references herein; these areas include immediately adjacent areas.

B. RESPONSE TIMES:

1. **Emergency: 1-hour** response for anything that is or could cause harm to life or property.
2. **Urgency: 4-hour** response for anything that is or could cause significant cost or loss of plant material, water, or irrigation system, which may present an immediate threat to life or property.
3. **Rush: 24-hour** response for anything that is or could cause moderate cost or loss of plant material, water, or irrigation system, but not an immediate threat of loss to life or property. This response time also includes damages caused directly by Contractor or subcontractor and or through Contractor or subcontractor negligence.
4. **Routine: 72-hour** response for anything that needs attention prior to the next maintenance cycle, but has no immediate cost or threat of loss.
5. **Plant Material Replacements: 7 calendar day** response to remove, replace, or add as directed by City Representative.
6. **Failure by Contractor to respond within the above response times is subject to liquidated damages per TABLE: LIQUIDATED DAMAGES.**

C. PRODUCT SPECIFICATIONS:

1. City desires that environmentally friendly products be used whenever possible.
2. Include a products list on TABLE: PRODUCTS, which will be utilized in performance of these requirements. If City has listed items therein, then those products are pre-approved; however, contractor may recommend products that closely match performance characteristics with alternate environmentally friendly products.

D. SUBSTITUTIONS:

1. When a specific material is specified, make no substitutions unless City Representative authorizes otherwise.
2. Whenever substitutions are allowed provide product data sheets to City Representative.
3. Contractor shall replace any substandard substitutions at Contractor's sole expense.

E. STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION:

1. The performance of the work must be done according to the bid specifications, the Best Maintenance Practices (BMP), and in a professional and thorough manner.
2. The current edition of the "Green Book", Standard Specifications for Public Works Construction and it's updates, supplements and local addendums, shall be included as part of these specifications.
3. In the event of any conflict with the above requirement and these specifications, these specifications will govern.

F. CHANGES IN WORK:

1. Perform any City-required additional directly related work per the bid specifications according to BMP at the prices as provided on the PRICE SHEET and at the agreed-upon times.
2. Note that any City-required deletions will be reduced by the prices as provided on the PRICE SHEET.

G. WORK SCHEDULES:

1. Perform all work per the Maintenance Schedule and as required elsewhere in the specifications.
2. Provide a written schedule each Monday of the work to be performed the following week. The Contractor will be provided maximum latitude in establishing work schedules that correspond to the manpower requirements and related resources. The Contractor will also be provided the opportunity and procedure for adjusting those schedules to meet special circumstances. Therefore, all work shall be completed, as shown on the weekly schedule.
3. Note that failure to notify City Representative of a change and/or failure to perform tasks during a scheduled week may result in a liquidated damages (TABLE: LIQUIDATED DAMAGES) being assessed against the Contractor.
4. Note that City Representative reserves the right to request additional work, inspections, patrols, cleaning and repairs to be performed based upon an agreed-upon schedule.
5. Coordinate schedule changes due to inclement weather or black-out dates, times, and areas.

H. SERVICE-LEVEL INSPECTIONS:

1. GENERAL:
 - a. Tour all designated work areas with the City Representative to review, identify, photograph, map by quadrant location, and document any declining, degrading, dead, or substandard plant material, trees, lawns, and soils, and any malfunctioning irrigation systems, and the like for corrective action.
 - b. Perform the above prior to the start of the contract, during other scheduled times, and at least 30 days prior to the expiration of the contract.
2. PRIOR TO START OF THE CONTRACT:
 - a. Any areas that were identified prior to the start of the contract will be the responsibility of City to cure prior to the onset of the contract or if City so chooses as additional work for the new Contractor.
 - b. **Note that any areas not identified in the initial tour that require corrective actions prior to the start of the contract will be the responsibility of and at the expense of the Contractor.**
3. DURING AND PRIOR TO THE END OF THE CONTRACT:
 - a. Tour all designated work areas with the City Representative to review the conditions of the designated work areas and to determine Contractor's compliance with the specifications and to discuss required corrective actions.
 - b. Affect all required remedies to any work deficiencies as soon as practicably possible, but in no event greater than three business days after receipt of notification from City.
 - c. Note that the end of contract tour must be conducted at least 60 days prior to the scheduled termination.

I. PUBLIC RELATIONS AND NUISANCES:

1. Provide courteous interactions, directions, information, and referrals to all visitors, property owners, Police Officers, other City employees, or related agencies within the Designated Work Areas.
2. Report, immediately to City Representative, any public nuisances, undesirable and illegal behavior.
3. Cooperate fully with all authorities regarding any investigations of the preceding activities.
4. Submit completed report to City Representative by the next business day.

J. HAZARDOUS & NON-HAZARDOUS MATERIAL SPILLS:

1. Report, immediately to City Representative, any suspected or known hazardous and non-hazardous spills.
2. Submit completed report to City Representative by the next business day.

K. REPORTS:**1. GENERAL:**

- a. Ensure that all reports are submitted in the time required, in the method required, and on the forms required.
- b. Include any pertinent information or backup documentation with your reports.
- c. Ensure that all reports are submitted prior to submission of the monthly invoice; otherwise, payment will be withheld and liquidated damages (TABLE: LIQUIDATED DAMAGES) may apply.

2. IMMEDIATELY:

- a. **General:** Report, immediately, verbally and or in writing as soon as practically possible taking safety into consideration; especially concerning issues that may require immediate action to avoid potential escalation. If possible, take photos of the observation or interaction and attach to email, text, pix, and written reports. This includes adjacent areas to the Designated Work Areas.
- b. **Safety, Injury, or Damage:** any impending, occurring, or potential hazards, incidents, or accidents that have harmed, are harming, or could likely harm persons, animals, plants, property, environment, or the like.
- c. **Public Nuisances:** any observations of any public nuisances.
- d. **Business Interactions:** interactions with business owners and or personnel that might or will require follow up actions by City.
- e. **Work Performance Delays:** any interruptions, obstacles, or occurrences that are, could potentially delay, or prevent work from being performed within the prescribed times.
- f. **Repair or Maintenance:** any unscheduled repairs or unscheduled maintenance that are or could potentially cause a degradation in the functionality or appearance of the observed item or area.

3. DAILY:

- a. **General:** Report, daily, which means the next calendar day, within 24 hours or less.
Note that these daily reports will help ensure that the Contractor is not only performing to the bid specifications, but is designed to help reduce or avoid liquidated damages (TABLE: LIQUIDATED DAMAGES).
- b. **Follow up Activities:** all action items from the above section, which may have been verbally reported, but a written report was not possible at the time; and all action items as required by City Representative.
- c. **Work Activities: Completed and In-Process:** all work that was actually completed and all work that is in progress, but has not yet been completed.
- d. **Work Activities: Pending:** all work that is pending, which has yet to begun, but would be occurring the next day or before the next cycle is scheduled to begin.

4. WEEKLY:

- a. **Due:** Monday of every week.
- b. **Attendees:** Contractor Supervisor must attend all weekly coordination meetings.
- c. **Minutes:** included any required or pending action items from the weekly coordination meeting.
- d. **Contents:** Ensure that the report contains all the required and approved content, which may include, but not limited to: description of work completed; materials used; defects found; results of patrol/observation and inspections; description of the actual inspection, observation, repair and/or maintenance of landscaping, hardscaping, graffiti; observations of safety issues, potential hazards, public nuisances, and minutes (notes) from any other City-required meeting (e.g. maintenance project meetings, field reviews, etc.)

5. MONTHLY:

- a. **Due:** The third Thursday of every month.
- b. **Contents:** Ensure that tailgate safety meetings are documented and maintained for the duration of this contract. Copies of tailgate safety meeting minutes are to be submitted with the monthly invoice. Include a summary of Weekly activity and pertinent notations.

6. ANNUALLY:

- a. **Due:** In conjunction with first monthly meeting after yearly renewal period.
- b. **Contents:** Ensure that a summary of all weekly reports are included. Include a summary of Monthly activity including and pertinent notations.

L. MEETINGS:

1. GENERAL:

- a. Ensure that all meetings are documented and a corresponding action list is generated, initiated, and completed by the time required.
- b. Are submitted in the time required, in the method required as directed by City Representative.

2. AS-NEEDED:

- a. **Purpose:** to address immediate issues regarding: Safety, Injury, or Damage; Public Nuisances; Business Interactions; Work Performance Delays; Repair or Maintenance issues; and other issues of immediate concern.
- b. **Held on:** as needed.
- c. **Location:** work site or at City offices as appropriate.
- d. **Attendees:** Contractor Supervisor and or Contractor Management Representative as appropriate to the nature of the meeting.

3. WEEKLY:

- a. **Purpose:** to address issues regarding: Follow up Activities; Work Activities: Completed and In-Process; Work Activities: Pending; Scheduling; and other issues.
- b. **Held on:** Monday of every week.
- c. **Location:** City office or specified site locations.
- d. **Attendees:** Contractor Supervisor must attend all weekly coordination meetings.

4. MONTHLY:

- a. **Purpose:** to address issues regarding: upcoming events, scheduling; and other issues.
- b. **Held on:** Third Thursday of every month.
- c. **Location:** City offices or specified site locations.
- d. **Attendees:** Contractor Management Representative and Contract Supervisor shall attend monthly operational meetings with the City management team.

5. ANNUALLY:

- a. **Purpose:** to address issues regarding: Renewal, Scheduling, and other issues.
- b. **Held on:** in conjunction with first monthly meeting after yearly renewal period.
- c. **Location:** City offices.
- d. **Attendees:** Contractor Management Representative and Contract Supervisor shall attend monthly operational meetings with the City Representative.

M. LIQUIDATED DAMAGES:

1. Note that force majeure applies only when delays are clearly beyond the control of or could not have been anticipated by Contractor. City will grant an extension in time equivalent to the exact number of working days that were caused by the force majeure incident(s).
2. To ensure that the Contractor performs all of the required work and by the time required per bid specifications and since City cannot accurately determine the exact amount of a given deficiency, City will assess liquidated damages (TABLE: LIQUIDATED DAMAGES) for all work performance deficiencies.
3. City will notify Contractor both verbally and in writing each time service requirements are unsatisfactory and corrective action is necessary. Should the Contractor fail to correct any deficiencies within three business days, the City may exercise the following measures:
 - a. Deduct from the Contractor's payment the amount necessary to correct the deficiency.
 - b. Withhold payment.
 - c. Utilize City forces or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead not to exceed 15%.
4. The above amounts are cumulative, for example: Meetings attendance; should contractor fail to meet for four weeks and the monthly meeting, then Contractor would be assessed four weekly violations of \$250.00 each occurrence for \$1,000.00 and for one monthly violation of \$250.00 for each occurrence for a total of \$1,250.00.
5. City has the sole right to waive any liquidated damages (TABLE: LIQUIDATED DAMAGES) without regards to any and all precedents wherein City may have waived past violations.
6. After second recurring violation contractor shall meet with City Management representative to discuss deficiency issues and a subsequent correction notice will be issued; additional liquidated damages (TABLE: LIQUIDATED DAMAGES) may apply.
7. After third recurring violation contractor shall meet with City Management and City of Anaheim Purchasing to discuss violations and remedies including additional liquidated damages (TABLE: LIQUIDATED DAMAGES), suspension or termination of contract for failure to meet contract obligations.

N. TABLES:**1. TABLE: LIQUIDATED DAMAGES:**

Note that the liquidated damages may be in addition to other compensations stated elsewhere in the bid specifications.

LN	VIOLATION	AMOUNT
1	Emergency response: 1-hr	\$250.00 per occurrence
2	Urgency response: 4-hr	\$200.00 per occurrence
3	Rush response: 24-hr	\$150.00 per occurrence
4	Routine response: 72-hr	\$100.00 per occurrence
5	Plant Material Replacements: 7 calendar day	\$250.00 per occurrence
6	Required Work: missed or late	\$250.00 per occurrence
7	Safety or Environmental violation:	\$250.00 per occurrence
8	Damages violation:	\$500.00 per occurrence
9	Sterilization violation:	\$1,000.00 per occurrence

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2. TABLE: HOLIDAY:

Note that any work permitted by City during holidays and performed by Contractor are not subject to any premium (overtime, etc.) rates.

LN	DATE	EVENT
1	January 1	New Year's Day
2	Third Monday in January	Martin Luther King's Birthday
3	Third Monday in February	President's Day
4	Last Monday in May	Memorial Day
5	July 4	Independence Day
6	First Monday in September	Labor Day
7	November 11	Veteran's Day
8	Fourth Thursday in November	Thanksgiving Day
9	Friday	after Thanksgiving
10	December 25	Christmas Day