

# Maintenance Services Request for Proposal

Landscape Maintenance and  
Management Services



**March 28, 2017**

# Table of Contents

I.	Background and Purpose	1
	A. Mesa Water® Overview	1
	B. Project Overview	1
	C. Project Schedule	2
	D. Key Project Elements	2
II.	General Information	1
	A. Proposal Submittal	1
	B. Proposal Schedule	2
	C. Pre-Proposal Meeting	2
	D. Project Inquiries	2
	E. Contract and Terms	2
	F. Sample Agreement	3
	G. Use of Subcontractors	3
III.	Proposal Requirements	4
	A. General	4
	B. Proposal Presentation	4
	C. Proposal Format	5
	D. Fee Proposal - Separate Sealed Envelope	8
IV.	Evaluation Criteria and Selection Process	9

## Attachments

Appendix A: Maintenance Services Agreement

Appendix B: Maintenance Services Agreement Acceptance Forms

Appendix C. Scope of Work, Demonstration Garden Maintenance Manual & Location Maps

Appendix D. Fee Proposal – Separate Sealed Envelope

# I. Background and Purpose

Mesa Water District (Mesa Water®) is requesting proposals from experienced firms to provide maintenance services for the Landscape Maintenance and Management Services. The total annual budgeted amount for landscape management and maintenance services contract is \$35,000. This Request for Proposal (RFP) provides information to enable firms to submit a proposal to provide professional services for the scope of work as detailed in Appendix C.

## A. Mesa Water® Overview

Mesa Water®, a special district, was formed on January 1, 1960 as a result of the merger of four water agencies. Mesa Water® employs approximately 50 employees and is governed by a five-member Board of Directors elected by the constituents of five divisions within the service area.

Mesa Water's primary purpose is to manage and deliver water and water-related services to customers within its service area. Mesa Water® distributes a combination of imported water and local groundwater to approximately 24,000 retail accounts (population of over 110,000) in an 18 square mile area, which includes the city of Costa Mesa, parts of Newport Beach, and unincorporated areas of Orange County, including the John Wayne Airport.

Mesa Water® predominately uses local groundwater, recycled water, and conservation to meet 100% of its demands. Mesa Water® operates clear water wells in the northern part of its service area, and treats amber-tinted water from the deep aquifer from two additional wells at the Mesa Water® Reliability Facility (MWRF).

## B. Project Overview

Mesa Water District (Mesa Water) has a total of twelve facilities in which landscape facilities are to be maintained. These landscapes range from high-profile water-wise demonstration gardens, to corporate style frontage landscapes. The sites contain a mixture of California native and non-native drought tolerant vegetation; water conserving irrigation systems; and storm water quality enhancing features. The sites are comprised of water storage and production facilities which are visible to the public, and are expected to be kept in top condition at all times.

The landscape at the Mesa Water Reliability Facility (MWRF) is a collection of five demonstrative and interpretive gardens. The gardens have been divided into five native habitats composed of Redwood Forest, Coastal Sage Scrub, Riparian Woodland, Coastal Grasslands, and Coastal Succulents. The highlight of the five

gardens is the redwood forest, which represents the history behind the water source of that facility.

The demonstration garden at the Mesa Water headquarters (MWHQ) is a mixture of California native and non-native drought tolerant vegetation. The landscape has undergone some recent renovation, and future renovations are planned. This high-profile site serves as a demonstration garden for educating customers about low-water use plants, efficient irrigation systems, and weather-based irrigation controllers.

The objective of the landscapes at these sites is to maximize performance and benefits, and to maintain vegetation in healthy conditions. Healthy vegetation provides numerous environmental benefits, enhances aesthetic experiences of visitors, and communicates stewardship.

The maintenance manual is intended to provide guidelines for maintaining and caring for Mesa Water's demonstration gardens and other facilities' landscapes. This guide will cover the basic maintenance practices that are necessary to promote a healthy and aesthetically pleasing landscape.

The maintenance contractor shall familiarize themselves with any as-built drawings and specifications, if available, to fully understand the needs and requirements of the site's maintenance requirements. The staff utilized to perform landscape work upon Mesa Water premises must be competent in maintenance techniques of drought tolerant and native landscapes. The landscape contractor shall furnish all labor, equipment, tools, maintenance services, and special skills required to perform maintenance duties as specified. The landscape contractor will provide a sufficient quantity of tools needed to equip the work force. Mesa Water will not be able to loan tools to the landscape contractor. Mesa Water will not provide tool storage; therefore the contractor must remove all tools and equipment at the end of the workday unless otherwise approved by the project manager. Tools and equipment will be operated in a safe and responsible manner, and maintained according to manufacturer specifications, to ensure worker safety and the safety of the public and Mesa Water personnel. Mesa Water may describe other related duties as they arise.

### **C. Project Schedule**

Notice to Proceed (NTP) to the selected firm is expected June 30, 2017.

### **D. Key Project Elements**

The detailed scope of work for the project is found in Appendix C.

## **End of Section**

## II. General Information

This RFP information packet contains instructions governing the proposals to be submitted and the material to be included therein; a description of the project and specific services to be provided; general evaluation criteria; and other pertinent information. The submission of this proposal shall be considered evidence that the proposer has and is in acceptance with this RFP.

Any modifications or changes made in this RFP will be made in writing in the form of an addendum issued by Mesa Water®. All proposers will receive written notice of any changes or modifications, which may be made by Mesa Water®. Oral communications from Mesa Water® personnel or others concerning this RFP shall not be binding on Mesa Water® and shall not in any way be considered as a commitment by Mesa Water®.

### A. Proposal Submittal

Submit 4 hardcopies and one electronic copy of the proposal to the address listed below no later than Tuesday, April 25, 2017 @ 4:30PM-PST. After this date and time proposals will not be accepted and will remain unopened. Faxed proposals will not be accepted. Postmarks will not be accepted in lieu of actual receipt.

**The proposed Fee Schedule is to be submitted to the same address, separately from the proposals, in a sealed envelope.** Only one copy of the proposed cost is required.

**Hard copies (4) of Proposals are to be submitted to:**

Mesa Water District  
Attn: Justin Finch  
1965 Placentia Avenue  
Costa Mesa, CA 92627

**Electronic copy (1) is to be included on either a CD, DVD, flash-drive, or may be submitted to:**

[JustinF@MesaWater.org](mailto:JustinF@MesaWater.org)

Please note that all materials submitted in accordance with this Request for Proposal (RFP) become the property of Mesa Water® and will not be returned. The material may become public record subject to the disclosure provisions of the Public Records Act (Government Code Section 6250 et seq.).

## B. Proposal Schedule

The following proposal timeframe is listed below:

Release of RFP	Tuesday, March 28, 2017
Mandatory Pre-Proposal Meeting/Job Walk	Wednesday, April 12, 2017 @ 9:00AM-PST
Deadline for Project Inquiries	Friday, April 14, 2017 @ 5:00PM-PST
Response to Project Inquiries	Tuesday, April 18, 2017
Proposals Due Date	Tuesday, April 25, 2017 @ 4:30PM-PST
Announce Shortlist	Tuesday, May 2, 2017
Interviews	Monday, May 8, 2017 @ TBD
Tentative Date for Award	Thursday, June 8, 2017
Notice to Proceed (NTP) Effective	Monday, July 3, 2017

## C. Pre-Proposal Meeting

A mandatory pre-proposal meeting and job walk shall take place on Wednesday, April 12, 2017 @ 9:00AM-PST at the Mesa Water District headquarters located at 1965 Placentia Avenue, Costa Mesa, CA, 92627. The purpose of the meeting is to provide a project overview, perform a job walk, review the request for proposal, and answer any questions from potential proposers.

## D. Project Inquiries

Questions and clarifications regarding this RFP must be requested in writing via email to:

Justin Finch, Water Use Efficiency Analyst  
[JustinF@MesaWater.org](mailto:JustinF@MesaWater.org).

The deadline for inquiries is Friday, April 14, 2017 @ 5:00PM-PST.

## E. Contract and Terms

Prior to the commencement of services, the selected Consultant awarded the contract will be required to execute a Maintenance Services Agreement (Sample Agreement: Appendix A) between itself and Mesa Water®. The contract shall incorporate the scope of work defined herein and all RFP terms and conditions. Portions of the Consultant's proposal may be considered for inclusion into the scope of work at Mesa Water's discretion.

The selected Consultant will not be permitted to levy any service or other charges against Mesa Water®, other than those listed in Appendix C Scope of Work, without being previously negotiated with Mesa Water®.

## F. Sample Agreement

A Sample Agreement has been attached for review in Appendix A. This agreement is representative of the agreement that will be executed upon award to the successful Proposer. Mesa Water does not make changes to agreement terms and conditions. Submission of your proposal in response to this RFP constitutes your acceptance of all Terms & Conditions set forth in this Sample Agreement.

**Please indicate that the Sample Professional Services Agreement has been reviewed and will execute it with no exceptions if selected by signing and dating the Professional Services Agreement Acceptance Form (Appendix B).**

## G. Use of Subcontractors

The proposer may utilize subcontractors in an effort to perform all tasks listed in the Appendix C Scope of Work. The proposer must indicate which tasks are performed by the subcontractor and submit the resumes of the proposed subcontracting staff assigned to this project as described in Section III- *Proposal Requirements*.

**End of Section**

## III. Proposal Requirements

### A. General

1. All interested and qualified offerors are invited to submit a proposal for consideration. Submission of a proposal indicates that you have read and understand the entire RFP, to including all appendices, schedules, and addendums (as applicable), and that all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of the capabilities to satisfy the requirements of this RFP.
3. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
4. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
5. All proposals and materials submitted become property of Mesa Water® and may be subject to the California Public Records Act.
6. Responses are to be clear and complete. Be as specific as possible and include explanations where necessary.

### B. Proposal Presentation

1. All proposals must be submitted on 8 ½" x 11" sheets of paper, neatly typed, double-sided (preferred), with standard (1 inch) margins and single-spaced with headings, sections, and sub-sections identified appropriately. Font must be at least 11 pt. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. The technical proposal must be divided into five (5) sections with references to parts of this RFP done on a section number and sub-section basis. The sections shall be clearly identified matching the outline in Section III-C.
3. One (1) separate and sealed fee proposal as outlined in Section 2.1 Proposal Submittal, and one (1) original and three (3) copies for a total of four (4) printed proposals, and one electronic version (PDF or MS Word format on a CD, DVD, or USB Flash Drive) of the complete proposal must be received by the deadline specified in Section II.B - Proposal Schedule.

4. The original, all copies of the proposal, and the separate and sealed cost sheet must be in a sealed envelope, container, or package stating the following on the outside:
  - Business/Company Name
  - Address
  - Telephone Number
  - Project Title
  - Proposal Deadline
5. Hand carried proposals may be delivered to the address documented in Section II-A during normal business hours, Monday through Friday, excluding holidays observed by Mesa Water®. Offerors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer envelope, container, or package used by such service.

## C. Proposal Format

Offerors must provide this information in the following format:

### Proposal Cover Page

The outline below is to be used as the cover page for the proposal. These items must be fully completed and signed by an authorized officer of the business entity.

- Name of Business/Company:
- Business/Company Address:
- Telephone Number(s):
- E-mail Address:
- Website Address:
- Federal Tax ID Number:
- Type of Business (Sole Proprietorship; Partnership; Corporation; or Other (Explain):
- California Landscaping Contractor (C-27) License Number
- Number of Years in Business:
- Name, title, telephone number and, if different, address of person(s) authorized to represent business entity:
- Name, title, telephone number and, if different, address of person(s) authorized to sign contracts for the business entity:
- Certificate of Insurance showing a minimum of \$1 M in Professional Liability (not included in page count).

## **Proposal Table of Contents**

All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents as outlined below:

### **Section 1. Firm Qualifications and Experience (3 pages maximum)**

This section should establish the firm's ability to perform the required work to the expectations of Mesa Water®. Narrative should include the consulting firm's background, including main business focus, length of time in business, number of employees, location that will primarily support the project. Any subcontractors utilized on this project must be identified in this section. Areas to focus on include:

- Introduction to the firm
- Strength and stability of firm
- Overview of the firm's capabilities in project scope
- Provide a description of three projects similar to this scope of work that have been completed for public agencies, water districts, federal government, non-profit organizations, or private companies. Include the name of the organization, and the address, name, email, and telephone number for the owner's point of contact. Note the relevance of each project to the objectives of this project. Brief descriptions of additional projects that demonstrate the firm's track record to perform the required services may be included in tabular format.
- Provide reasoning why the prospective firm would be the best choice for providing services as described in the RFP for Mesa Water®.

### **Section 2. Staff Experience and Availability (10 pages maximum)**

This section should introduce the key staff that the firm shall commit to the project. The section shall include:

- An Organizational Chart that shows the Project Manager, Task Leaders, subconsultants, and other key team members. If the Project Manager is not an Officer of the firm, include a Project Director that is authorized to sign contracts for the firm.
- Biographical sketches of each staff member that consultant expects to lead each task, reason(s) why the staff member was selected to lead the task, and a statement that the proposed staff members are available during the proposed schedule for the task. Include resumes in an appendix, which will not be included in the page

count. Include the biographical sketches and resumes of any subcontractors that have key roles on the project.

- Current work load for the proposed team members as it relates to the ability to perform this work to the planned project schedule.
- Work Breakdown Structure (WBS) with summary of hours by task and by labor class for the project team members. This should be provided in a table format. Tasks shall align with those set forth in Appendix C Scope of Work. Do not include rates or total cost in the technical proposal.

### **Section 3. Scope of Work Understanding (20 pages maximum)**

The firm should clearly state its understanding of the project objectives, scope of work, and anticipated deliverables. There are specific tasks to complete for this project with anticipated deliverables clearly outlined. The selected consultant must complete all tasks; proposals to complete only a portion of the tasks will be deemed nonresponsive and will not be evaluated. Do not simply repeat the scope of work provided in Appendix C. Instead, address the following areas in the proposal:

- Describe the key challenges associated with the project and the firm's approach to overcoming these challenges.
- Describe your firm's approach to the work and how it will benefit Mesa Water®.
- Outline processes or steps that the consultant will take to ensure quality deliverables. The process shall include a monthly work status summary report where the project status and schedule adherence shall be reported and challenges identified.
- The contract for this project shall incorporate the scope of work defined in Appendix C. The firm may wish to include options and enhancements to the scope of work for Mesa Water's consideration. Portions of the firm's proposal may be considered for inclusion into the contract Scope of Work at Mesa Water's discretion. The firm shall not be permitted to levy any service or other charges against Mesa Water®, other than those listed in Scope of Work, without being previously negotiated with Mesa Water®.

### **Section 4. Resumes of Key Staff**

Include resumes of key staff, including key subconsultants staff. Limit each resume to two (2) pages. Resumes are not included in overall page count.

## **Section 5. Professional Services Agreement Acceptance Form**

Include the signed Professional Services Agreement form from Appendix B of this RFP. Appendix B is not included in the overall page count.

### **D. Fee Proposal (Pricing Sheet) - *Separate Sealed Envelope* (No page maximum)**

The fee proposal submitted by the Consultant will be used to negotiate a contract.

Please Note: The Fee Proposal must be submitted in the provided format (Appendix D), but may include additional information and attachments. The Fee Proposal is to be kept separate from the proposal document and one (1) printed copy shall be submitted separately in a sealed envelope. The costs will be reviewed after the contents of the proposals are reviewed and rankings are determined.

The Fee Proposal, using Appendix D, for all items listed in this Request For Proposal (RFP) shall include all of the applicable recurring and incidental costs including but not limited to:

- Monthly maintenance costs per site.
- General fertilizer costs.
- Tree trimming labor for large trees.
- Irrigation system repair labor.
- Unit prices for standard plant materials including 1 gallon, 5 gallon, 15 gallon, 24" box, and flats.
- Other relevant items as listed in the scope of work.
- Other items the Proposer may wish to include for Mesa Water's consideration.

Please show a total time and materials, not-to-exceed fee to deliver the scope of work. If your proposal includes enhancements above the scope of work, please show the cost of these enhancements below the fees.

**End of Section**

## IV. Evaluation Criteria and Selection Process

A Selection Team established by the Project Manager will review, evaluate, and score the proposals. The scoring system will be based on a scale of 1 to 5 with 5 being the most favorable score. The Evaluation Team shall evaluate the proposals based upon the following weighted criteria:

Criteria	Weight
Firm and Staff Qualifications & Experience	30%
Company/Staff Availability	20%
Understanding of Scope of Work to be Performed	40%
Proposal Quality	10%

The Selection Team may select the proposal that clearly exceeds the others in all mandatory specifications of the RFP or they may select finalist proposals that meet specifications and whose score on evaluation factors is sufficiently high to merit further consideration by the Selection Team.

The Selection Team may conduct interviews with the most qualified and responsive firms. The consulting firms asked to participate in the interview process may be required to submit other information or clarification on submitted proposals.

Each firm will be expected to respond to a series of questions posed by the Selection Team during a maximum 60 minute period.

The Selection Team may ask for further clarification of the submitted cost prior to completing the selection rankings.

Mesa Water® reserves the right to reject any and all proposals for any reason. Mesa Water® may not proceed, for any reason, with the selection process of a proposer if Mesa Water® deems it is in the best interest of the organization. Mesa Water® shall not be responsible to any of the submitters for the cost to prepare their proposal in response to this RFP.

Proposals must include the entire scope of work as outlined in this RFP.

### End of Section

# Appendix A: Maintenance Services Contract

## **MAINTENANCE SERVICES AGREEMENT**

**THIS AGREEMENT** (Agreement) is entered into on \_\_\_\_\_, 20\_\_\_\_, by and between Mesa Water District, hereinafter called "Mesa Water," a county water district organized and operated pursuant to California law, and \_\_\_\_\_, a \_\_\_\_\_, hereinafter called "Contractor."

**WHEREAS**, Mesa Water desires certain services hereinafter described and Contractor is capable of providing and Contractor desires to provide such service.

**NOW, THEREFORE**, Mesa Water and Contractor for the consideration and upon the terms and conditions hereinafter specified agree as follows:

### SECTION I

#### **SCOPE OF SERVICES**

- 1.1 The services to be performed under this Agreement are as described in Appendix C hereunto attached and by this reference made a part hereof. In the event that a conflict or contradiction is discovered between the appendices and this Agreement, the Agreement shall prevail. Such service shall be performed by individuals as employees of Contractor, as independent contractors, and not by or as employees of Mesa Water, and shall otherwise be performed in accordance with the Contract Documents therefor, as defined herein.

### SECTION II

#### **CONTRACT TIME**

- 2.1 Contractor shall commence performance on work as described herein beginning on \_\_\_\_\_, 20\_\_\_\_, and shall complete such work no later than \_\_\_\_\_, 20\_\_\_\_.

### SECTION III

#### **PAYMENTS**

- 3.1 Monthly periodic payments and final payment will be made in accordance with the General Terms and Conditions.

SECTION IV

**COMPONENT PARTS OF CONTRACT**

4.1 This Agreement includes not only this Agreement, but further all of the contract documents ("Contract Documents") set forth herein, to wit:

- General Terms and Conditions
- Appendix C: Scope of Work

SECTION V

**COMPLIANCE WITH PUBLIC CONTRACTING LAWS**

5.1 Mesa Water is a public agency in the State of California and is subject to provisions of law relating to public contracts. It is agreed that all applicable provisions of law relating to public contracts are part of this Agreement, to the same extent as though set forth herein and will be complied with by Contractor.

SECTION VI

**MISCELLANEOUS**

6.1 **Notices.** Any notice, request, demand, consent, or approval or other communication required or permitted hereunder by law, shall be validly given and made only if in writing and delivered in person to an officer or duly authorized representative of the party, or deposited in the United States mail, first class postage prepaid, and addressed to the party for whom intended as follows:

Mesa Water District  
Attn: Justin Finch  
1965 Placentia Avenue  
Costa Mesa, CA 92627

Contractor  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6.2 **Severability.** If any term, provision, condition or covenant of the Agreement, shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement, or the application of such term, provision, covenant or condition to persons or circumstances other than those to whom of which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

6.2 The signatories hereto do warrant that they are appropriately authorized to execute this Agreement on behalf of the party for which they signed.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day first hereinabove written.

\_\_\_\_\_  
**CONTRACTOR**

**MESA WATER DISTRICT**

By: \_\_\_\_\_  
Authorized Representative, Title

By: \_\_\_\_\_  
Paul E. Shoenberger, PE  
General Manager

\_\_\_\_\_  
Printed Name

APPENDIX C

**SCOPE OF WORK**

SEE SCOPE FROM REQUEST FOR PROPOSALS

## GENERAL TERMS AND CONDITIONS

### *Maintenance Contract*

*(Public Works Maintenance Contracts in Excess of \$1,000)*

#### **PART A. CONTRACTOR'S PERFORMANCE.**

1. Independent Contractor Status. The Contractor shall, for all purposes of this Contract, be deemed to be an independent contractor.
2. Standard of Performance. The Contractor, on behalf of itself and its employees, warrants that they have the professional skill, knowledge and experience necessary to perform and complete the Work within the time required pursuant to this Contract.
3. Licenses. The Contractor warrants that it currently has, and that it shall maintain until completion and acceptance of the Project, all licenses, permits, qualifications and approvals of whatever nature as are legally required to permit the Contractor to perform the Work required pursuant to this Contract and to complete the Project.
4. Conflict of Interest. The Contractor warrants that, for the term of this Contract, it shall not accept, encourage or solicit from any board member, officer or employee of the District any funds or act(s) that may result in a direct financial interest in this Contract or any present or anticipated material benefit arising from this Contract.
5. Contractor Records. The Contractor shall maintain all books, documents, papers, accounting records, computer files, and other information related to performance of this Contract, including, but not limited to, the costs of administering this Contract ("Contractor Records"). The Contractor Records shall be available for inspection by the District and any State or federal agency with jurisdiction over the Work or Project funding. The Contractor shall make the Contractor Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the date of final completion or filing of a Notice of Completion for the Project, whichever is later. However, if any audit is commenced within such four (4) year period, the Contractor shall make the Contractor Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Contractor Records for such longer period as may be required by federal law.

#### **PART B. EMPLOYEES AND SUBCONTRACTORS.**

1. Contractor's Employees. The employees of the Contractor shall at times be under the Contractor's exclusive direction and control on the Project. The Contractor shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of the Work, as required by law. The Contractor shall immediately remove from the Project and job site any employee, who is determined by the District to be uncooperative, incompetent, or a threat to the safety of persons or the Work, or who fails or refuses to perform the Work in a manner acceptable to the District. The Contractor shall not thereafter re-employ any such person on the Project.
2. Labor Code Requirements. The Project is a "public work" as defined in Section 1720 of the California Labor Code ("Labor Code"), to which Part 7, Chapter 1, of the Labor Code is applicable. A contractor or subcontractor that has been debarred in accordance with the Labor Code, including Sections 1777.1 or 1777.7, is not eligible to bid on, perform, or contract to perform any portion of the Work. Wage rates for the Work shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1" for the location of the Work. Wage rates shall conform to those on file at the District's principal office and posted at the Work site. The following Labor Code sections are by this reference incorporated into and are a fully operative part of this Contract, and Contractor shall be solely responsible for compliance therewith:
  - (i) Section 1735: Anti-Discrimination Requirements;
  - (ii) Section 1771 and 1774; Requirement to Pay Prevailing Wages;
  - (iii) Section 1775: Penalty for Prevailing Wage Rate Violations;

- (iv) Section 1776: Payroll Records;
- (v) Section 1777.5 and 1777.6: Apprenticeship Requirements;
- (vi) Sections 1810 and 1811: Working Hour Restrictions;
- (vii) Section 1813: Penalty for Failure to Pay Overtime; and
- (viii) Section 1815: Overtime Pay.

For public works project greater than \$1000, the Contractor shall pay the general prevailing rate of per diem wages to all workers employed on contracted projects as established by the California Department of Industrial Relations ("DIR"). Contractor and any subcontractor performing work under this Contract shall be registered with DIR and qualified to perform work pursuant to Labor Code Sections 1725.5 and 1771.1. Contractor shall be responsible for providing proof of current registration for both Contractor and any subcontractor prior to performing any work, and contracts with unregistered contractors shall be subject to cancellation by the District. Contractor acknowledges that this Contract is subject to compliance monitoring and enforcement by DIR.

### **PART C. WORK AND SITE CONDITIONS.**

1. Work Permits and Licenses. The Contractor shall obtain, at its own expense, all permits and licenses of a temporary nature necessary for the performance of the Work, including, but not limited to, any required business licenses, Construction permit(s) and/or Storm Water permit(s) if applicable. The Contractor shall procure and pay for all licenses required in its trade classification by any city, county, or the State, except for those specified in Section 2 below.
2. Building Permits and Utility Connections. Notwithstanding Section 1 of this Part C, to the extent required, the District shall procure and pay for all building permits required by local building officials and for connection to public utilities, to the extent required by law or obtained by the District in its discretion.
3. Extension of Time. The District shall extend the time for completion of the Work, by such number of days determined by the District in its reasonable discretion, in the event Contractor's progress on the Work is delayed as a result of: (i) an unreasonable act or omission of the District, or an act or omission of the District not contemplated by the District and the Contractor; (ii) an act or omission of any other prime contractor on the Project; (iii) required changes in the Work; (iv) strike or lockout not instigated by the Contractor or an affected subcontractor; (v) unusual and severe interruption in interstate or intrastate, but not local or regional, transportation; (vi) earthquake, flood or other unavoidable casualty that is not the fault of Contractor or a result of Contractor's actions or work; or (vii) any other cause determined by the District to justify an extension of time. No such extension of time shall be granted for a delay occurring more than seven (7) days prior to a claim therefor is made in writing to the District. In the case of a continuing cause of delay, only one claim shall be necessary. No claim for extension of time shall be made or approved for failure of the District to provide Plans and Specifications to the Contractor unless the Contract Documents specify a particular date upon which the Plans and Specifications shall be provided to Contractor. If the Contract Documents so specify, the Contractor shall have no right to claim an extension of time therefor sooner than two weeks after Contractor demands Plans and Specifications from the District.
4. Workmanship and Materials. The Contractor shall employ nothing less than good quality workmanship in performing the Work. All materials, equipment and other items incorporated into the Work shall be of good quality and, unless specified otherwise, shall be new.
5. Substitutions of Materials and Equipment. The Contractor shall use and/or incorporate into the Work on the Project all materials and equipment as are specified in the Contract Documents, except upon written approval by the District Representative or Architect of the substitution of "equal" materials or equipment.
6. Contractor's Title to Materials. Neither the Contractor nor any subcontractor on the Project shall purchase materials, equipment, supplies or other items for use on, or incorporation into, the Work subject to any chattel mortgage or under a conditional sale or other agreement pursuant to which an interest is retained by the seller. The Contractor warrants that it shall have good, free and clear title to all materials, equipment, supplies or other items for which the Contractor accepts any payment from the District.
7. Inspection of Work. Special testing or approval of portions or elements of the Work, or of materials, equipment or other items to be incorporated into the Work, may be required pursuant the District's inspector's

("Inspector") instructions, all applicable laws, ordinances and regulations, or by public authorities. The Contractor shall give the Inspector timely, advance written notice of its readiness for any such inspection and approval. If the inspection is to be conducted by a public authority or person other than the Inspector, the notice to the Inspector shall also specify the date and time at which such inspection is to occur. If the Contractor, without prior approval, covers or renders inaccessible the portion or element of the Work, or the material, equipment or other item, that is to be inspected and approved, the Contractor shall at its own expense, upon request of the Inspector of Record, remove or demolish all portions of the Work as are necessary to facilitate such inspection.

8. Protection of Work and Site. The Contractor shall protect the Work and any portions of the Project affected thereby from harm and is responsible under all circumstances for the conditions thereof until final acceptance of the Project by the District. The Contractor shall protect adjacent property, including, but not limited to, all structures, walkways, pipelines, utilities, trees, shrubbery, and furniture, from injury or damage arising out of Contractor's performance of the Work on the Project or the Project site, and shall repair or pay the cost of repairing any such damage or injury that occurs.

9. Cleanup and Storage. The Contractor shall ensure that the area of the Project site in which the Work occurs is at all times, including nights and weekends, free of loose or accessible waste, materials, tools and equipment, and maintained in a manner that will cause the least inconvenience to the general public and District staff, as applicable. The Contractor shall comply with all instructions from the District Representative with respect to conditions at the site and to remove all rubbish and debris generated by, and any unnecessary materials, tools, equipment or temporary structures owned or used by, the Contractor or its subcontractors.

10. Safety. Contractor shall perform and maintain the Work so as to avoid injury or damage to any person, including District employees, visitors and the general public, or property. Contractor shall be responsible in the event of any such injury or damage resulted from any unsafe or unprotected condition on the Project. The Contractor shall conduct such clean-ups of the area of the Work, including grounds and sidewalks, as are necessary to maintain the safety of the area of the Work, but in any event not less than once daily.

13. Asbestos or Other Hazardous Materials. In the event the Contractor encounters on the Project site material that Contractor reasonably believes to be asbestos, polychlorinated biphenyl (PCB), any material listed by the federal or State EPA or federal or State health agencies as a hazardous material, or any other material defined as being hazardous under federal or State laws, rules or regulations ("Hazardous Material") that has not been rendered harmless, Contractor shall immediately stop Work in the area affected and report the condition to the District in writing. The Contractor shall resume the Work only if it is determined that no Hazardous Material is present or that such Hazardous Material has been rendered harmless. The District shall not require the Contractor to perform any Work relating to Hazardous Material without the Contractor's consent.

14. Non-Asbestos Containing Materials Certification. Prior to commencing work on the Project, the Contractor shall execute and submit to the District the Non-Asbestos Containing Materials Certification Form included within the Contract Documents for the Project.

16. Inspection of Completed Work. The Inspector may require inspection of any portion of the Work already completed as to which there is a reasonable question as to whether it was completed in accordance with the requirements of the Contract Documents. In such event, the Contractor shall remove or un-do all portions of the Work as are necessary to facilitate inspection of the questioned portion of the Work. If the questioned portion of the Work is found not to conform with the Contract Documents, the Contractor shall pay all costs of the re-examination and correction of the Work, including repair or replacement of previously completed Work that was removed or un-done to inspect. If the questioned Work is found to conform to the Contract Documents, the District shall pay the cost of the re-examination and any repair or replacement of previously completed Work that was removed or un-done for inspection.

17. Correction of Work Before Final Payment. The Contractor shall promptly remove from the Project and the Project site all materials, equipment or other items that, as determined by the Inspector, fail to conform to the requirements of the Contract Documents, regardless of whether such materials have already been incorporated into the Work. The Contractor shall, at its own expense, promptly replace any such materials, equipment or items with conforming materials, equipment or items, and shall thereafter repair the Work and/or execute the remaining Work in conformance with the Contract Documents. In addition, the Contractor shall bear all costs and expenses of replacing or repairing the work of other contractors or subcontractor(s) that is destroyed or damaged in the course of removing or replacing any non-conforming materials, equipment or other

items that were incorporated into the Work. The District shall have no obligation to make the Final Payment pursuant to the Contract unless and until the Contractor satisfies the requirements of this Section.

18. Guarantee. In addition to any manufacturer or other guarantees required elsewhere, as applicable to the extent Contractor's work involves installation of new equipment and/or parts, the Contractor hereby guarantees that all Work performed pursuant to the Contract shall be of good quality and conform to all requirements of the Contract Documents, and that the Work shall be free from defective, faulty or non-conforming workmanship, materials, equipment and other items. Contractor agrees that it shall repair, replace or correct any such defective, faulty or non-conforming Work that appears or is discovered during the one (1) year period after the date of final acceptance of the Project by the District (or the period of time specified elsewhere in the Contract Documents or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later). The provisions of this Section shall not be construed to limit the guarantee on items for which a longer guarantee is specified or on items for which the manufacturer provides a longer guarantee period. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the District, regardless of whether or not such warranties and guarantees have been transferred or assigned to the District by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the District.

#### **PART D. CHANGES IN THE WORK.**

1. District Instructions. In giving instructions related to performance of the Work, the Contractor shall comply with instructions of the District Representative related to minor changes in the Work not involving extra cost and not inconsistent with the purpose of the Work, and there shall be no additional compensation to the Contractor therefor.
2. District Authority. The District shall have the right to require, without invalidating the Contract, any significant alteration, deviation, or change in the scope, method of performance, nature of materials or price of the Work or the Project, or any other matter materially affecting the performance or nature of the Work or the Project ("Change in the Work").
3. Change Orders. Any request for a Change in the Work that involves an adjustment of the Total Contract Price shall be set forth in writing to the District ("Change Order"). Except in the event of an emergency, no Change Order shall become effective, and the District shall have no liability related thereto for payment or otherwise, unless and until approved and signed by the District and the Contractor and approved by the District's Board of Directors ("District Board") or an authorized delegate. All work pursuant to a Change Order shall be performed in accordance with the terms and conditions of the Contract, except that any claim for extension of time caused thereby shall be determined at the time of ordering such Change in the Work. In the event of an emergency endangering life or property, notwithstanding the foregoing, the Contractor may rely on the District's oral requests for additional work, which if affecting the Total Contract Price will be adjusted accordingly by the District.
4. Valuation of Change Orders. The Parties shall determine the fair and reasonable value of any such Change in the Work, which will be added to or deducted from the amount of the Total Contract Price.

#### **PART E. CONTRACTOR COMPENSATION.**

1. Periodic Payments. The District shall make periodic payments within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor. Late payments shall be subject to interest at the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. Upon receipt of a payment request, the District shall: (a) review as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request; and (b) for payment requests determined not to be a proper payment request suitable for payment, return said payment request as soon as practicable, but not later than seven days, after receipt, along with an explanation in writing detailing the reasons why the payment request is not proper. The number of days available to the District to make a payment in connection with a re-submitted progress payment request, without incurring interest, shall be reduced by the number of days by which the District exceeds the seven-day return requirement for the original (or any subsequent resubmitted) request, as set forth in this Section.

## **PART F. INSURANCE AND INDEMNIFICATION.**

1. Liability Insurance. The Contractor shall obtain, and shall maintain until completion and final acceptance of the Project, a policy of commercial general liability insurance ("Policy"), written on an "occurrence" basis, covering claims for bodily injury, including death, property damage, and consequential damages that may arise out of or result from Contractor's performance of the Contract or from actions taken in connection with the Work, whether such actions are taken by Contractor, by any subcontractor of Contractor, or any person directly or indirectly employed by any of them, on the Project Site or on the Contractor's premises.

The Policy shall provide coverage for both the ongoing and completed operations of the Contractor. The Policy shall provide coverage only for the Work; the Policy shall not provide coverage for any other construction or work by the Contractor. The Policy shall provide coverage for the indemnification obligation assumed by the Contractor pursuant to the Contract Documents. The Policy shall be primary and non-contributing insurance coverage with respect to any insurance or self-insurance maintained by the District. Policy exclusions are subject to review and approval by the District.

The Policy shall name the District as an additional insured and shall be in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate. The Policy shall include a cross-liability endorsement and a waiver of the insurer's rights of subrogation. Prior to commencing the Work, Contractor shall provide to the District a certificate issued by the insurer ("Certificate of Insurance") evidencing that Contractor has obtained the Policy. The Certificate of Insurance shall name the District as an additional insured under the Policy and shall provide that the Policy is primary and non-contributing with respect to any insurance or self-insurance maintained by the District. The Certificate of Insurance shall require that the insurer give written notice to the District no later than thirty (30) days prior to cancellation, termination, expiration without renewal, or reduction in coverage of the Policy.

The Contractor hereby waives any and all rights it may have against the District pursuant to this Agreement to the extent claims or damages are covered by insurance required pursuant to this Section. The Contractor must keep the Policy in full force and effect for at least one year after the date of Final Payment to the Contractor to ensure that coverage for products-completed operations remains in effect for at least such one-year period. The District in its discretion may waive the requirement for some or all of the tail coverage with respect to any Subcontractor whose services relate solely to temporary work.

2. Automobile Insurance. Contractor shall provide Automobile liability coverage, written on ISO Form CA 00 01, or equivalent, covering any auto, or, if no owned automobiles, hired and non-owned, in an amount of not less than \$2,000,000 combined single limit.

3. Workers' Compensation and Employer's Liability. Worker's Compensation insurance is required and shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$1,000,000 per bodily injury per accident, bodily injury by disease, and bodily injury by disease for each employee, covering all persons providing labor or services on behalf of Contractor and all risks to such persons under this Contract.

4. Deductibles. The District shall have the right to review and approve any deductibles applicable to the Policy or to any Subcontractor Policy. The Contractor hereby agrees that it shall, upon reasonable request of the District, either: (i) reduce or eliminate any such deductible; or (ii) obtain and provide to the District a bond or bonds guaranteeing payment of losses and related investigations, claims, administrative and legal costs and expenses, including the deductible, if any.

5. Indemnification. The Contractor shall indemnify, defend, and hold harmless the District against and from any and all claims, demands and liability for damage, loss or expense attributable to the injury or death of any person(s) or the damage to any property resulting from, arising out of, or in any way connected with the performance of the Contract or of the Work by Contractor or its officers, agents, employees or subcontractors. The Contractor shall reimburse the District for all damages, expenses and losses incurred by the District as a consequence of any claim, demand, or cause of action that may be brought against the District resulting from, arising out of, or in any way connected with the performance of the Work by Contractor or its officers, agents, employees or subcontractors, including disputes between Contractor and its subcontractor(s). This indemnity shall be in addition to any other indemnification provisions contained in the Contract Documents and shall

survive termination of the Contract. Nothing in the Contract Documents shall be construed or deemed to impose on the Contractor, or to relieve the District from, liability for the District's sole or active negligence or willful misconduct.

## **PART G. SUSPENSION OR TERMINATION**

1. Suspension of Work by District. The District, in its sole discretion, may at any time suspend performance of the Work and/or Project by giving written notice to Contractor, and the suspension shall be effective ten (10) calendar days after the effective date of such notice. The District, consistent with the provisions of the Contract, shall pay the Contractor for all Work adequately performed up to the effective date of such suspension. Contractor shall resume its Work on the Project within thirty (30) calendar days following written notice from the District to further proceed with Work on the Project.

2. Termination for Convenience. The District, in its sole discretion, may at any time terminate this Contract, or any portion thereof, by giving written notice to Contractor, and such termination shall be effective ten (10) calendar days after the effective date of such notice. Upon receipt of such notice, the Contractor shall immediately commence the process of terminating the Work, making safe any work in progress but otherwise taking reasonable steps to cease further progress on the Project. The District, consistent with the provisions of the Contract, shall pay Contractor for all Work adequately performed up to the effective date of the termination for convenience. In the event of a termination for convenience, the Contractor shall not be entitled to any profits, overhead or general conditions costs for any portion of the Work that was not performed prior to termination or to compensation for costs related to discontinuing the Work.

3. Termination for Cause. In the event of any of the following: (i) Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency; (ii) as reasonably determined by the District, the Contractor refuses or fails to provide a sufficient number properly skilled workmen or the proper materials or supplies as are necessary for timely and/or proper completion of the Work; (iii) Contractor fails to promptly pay subcontractors for material or labor; (iv) Contractor in more than one instance, or knowingly in any instance, fails to comply with any laws, ordinances, or instructions of the District; (v) Contractor or its subcontractors otherwise fail to comply with any material provision of the Contract; the District may serve notice on the Contractor and its surety(ies) describing the unsatisfactory condition or violation ("Notice of Default"). Unless, within forty-eight (48) hours after service of any such Notice of Default, the unsatisfactory condition or violation shall cease and arrangements satisfactory to the District are made for correction thereof, the District may, at its option, (i) take such action as, in the District's opinion, is necessary to correct the unsatisfactory condition or violation and deduct the cost thereof from any amounts due or to become due to Contractor pursuant to this Contract, or (ii) proceed to terminate this Contract, or any portion thereof. In the event the District elects to terminate this Contract or any portion thereof, the District shall hold a hearing not sooner than forty-eight (48) hours after delivery of the Notice of Default. The Contractor shall be permitted at such hearing to present evidence to support a determination by the District that it should not terminate the Contract. The hearing shall be conducted by the District Board, who shall render a final decision. Unless specified otherwise, a decision by the Board shall be effective immediately. Notwithstanding a termination pursuant to this Section, the Contractor and its surety shall continue to be responsible and liable, in accordance with the Contract documents and applicable law for any and all defects in quality, damage to property, injury to any person, and other matters arising from the Work performed prior to the termination.

4. Effect of Termination for Cause. In the event of any termination for cause pursuant to Section 3, above, the District shall be entitled to withhold and retain from any payment due to the Contractor all amounts necessary to offset any expenses, losses or damages incurred by the District as a result of the termination for cause. If the remaining amounts potentially payable to the Contractor pursuant to this Contract are insufficient to offset such expenses, losses and damages, the Contractor shall reimburse the District for the uncompensated balance of such expenses, losses or damages, including any uncompensated costs to complete the Work. The District's rights pursuant to this Contract are in addition to, and not in lieu of, any other rights or remedies available to the District in the event of a termination for cause. In addition, the following provisions shall also apply in the event of any termination for cause pursuant to Section 3, above:

(a) The Contractor shall not be entitled to further compensation until satisfactory completion and acceptance by the District of all of the Work.

(b) In the event the District takes over the Work, the District may, without liability for doing so: (i) take possession of the Work and the Project site; (ii) take possession of all materials, tools, equipment and appliances located at the Project site which are necessary to complete the Project; (iii) procure, upon such terms and in such manner as it may determine appropriate, services required to complete the Work; (iv) require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract; and (v) complete the affected portion(s) of the Project by whatever method the District may deem to be in its best interests, including, but not limited to, calling upon Contractor's surety to complete the Work or issue payment(s) to the District or its replacement contractor(s).

(c) In the event the District takes over and satisfactorily completes the Work, if the unpaid balance of the Total Contract Amount exceeds the cost to the District of satisfactorily completing the Work, including compensation for any additional architectural, managerial or administrative services, such excess shall be paid to the Contractor after satisfactory completion and acceptance of the Work by the District less any obligation(s) incurred by any stop notices. If the cost to the District of satisfactorily completing the Work is greater than the unpaid balance of the Total Contract Amount, the Contractor shall pay the difference to the District under the same time periods called for in the Contract Documents. In addition, the District may pursue any other recourse or remedies against the Contractor, which are available pursuant to law or the Contract.

## **PART H. LAWS AND OTHER REQUIREMENTS.**

1. Liability for Non-Compliance with Laws. The Contractor at all times during the execution of the Work shall be and remain fully informed of all local, State and federal laws, ordinances, rules, regulations or other requirements that may in any manner affect those engaged or employed to perform any of the Work or the materials used in performing the Work, or that may in any way affect the performance of the Work. If the Contractor observes that the drawings and specifications are at a variance with any applicable law, ordinance, rule, regulation or other requirement, Contractor shall promptly notify the District Representative in writing. The Contractor shall bear all liability and costs, including any fines, arising from performance of any of the Work knowing it to be contrary to any applicable law, ordinance, rule, regulation or other requirement and having failed to notify the District Representative of the same.

2. Provisions Deemed Inserted. Each and every provision or clause required by law to be inserted in the Contract are hereby be deemed inserted, and this Contract shall be read and enforced as though it were expressly included. If through mistake or otherwise, any required provision is not inserted or is not correctly inserted, then upon application of either the District or the Contractor, the Contract shall be amended to make the insertion or correction. All references in the Contract to laws, ordinances, rules, regulations or other requirements shall include all amendments, replacements and enactments on the subject that are in effect as of the date of this Contract, as well as any later amendments thereto that do not materially or substantially alter the rights or obligations of the Parties.

3. Tobacco-Free Facility. All properties and facilities owned, leased or operated by the District, including the Project, are tobacco-free work places. It is strictly forbidden while on or in any District-controlled property or facility, including the Project, to smoke, chew or otherwise use tobacco products. Any employee of the Contractor or its subcontractors found in violation of these requirements will be required to permanently leave District premises and the Contractor shall not thereafter re-employ such person on the Project or permit such person on the Project site. The Contractor shall include this provision in all contracts with subcontractors and others performing any of the Work or providing labor, materials or services related to the Work, and each shall provide a copy of this provision to its employees on the Project.

4. Drug-Free Facility. All properties and facilities owned, leased or operated by the District, including the Project, are drug-free work places. It is strictly forbidden while on or in any District-controlled property or facility to: (i) engage in the unlawful manufacture, dispensation, possession or use, including being under the influence, of any controlled substance, (ii) possess or use any alcoholic beverage, or (iii) use any illegal substance which may cause serious impairment of normal abilities. Any employee of the Contractor or its subcontractors found in violation of these requirements will be required to permanently leave District premises and the Contractor shall not thereafter re-employ such person on the Project or permit such person on the Project site. The Contractor shall include this provision in all contracts with subcontractors and others performing any of the Work or

providing labor, materials or services related to the Work, and each, as well as the Contractor, shall provide a copy of this provision to its employees on the Project.

6. Workers' Compensation Certification. In accordance with Labor Code Section 1861, concurrent with execution and delivery of the Contract, the Contractor shall execute and deliver to the District the certification form included within the Contract Documents whereby the Contractor acknowledges its responsibility to secure workers' compensation insurance in conformity with the requirements of Labor Code Section 3700, et seq.

#### **PART I. DISPUTE RESOLUTION.**

1. Governing Law and Venue. The Contract and all rights and obligations arising out of it shall be construed in accordance with the laws of the State. Any arbitration, litigation or other proceeding arising out of the Contract shall be commenced and conducted only in the County of Orange, California.

2. Mediation and Arbitration. The provisions of Part 3, Chapter 1, Article 1.5 (commencing with Section 20104) of the Public Contract Code ("Dispute Resolution Provisions") shall apply to all public works claims of \$375,000 or less arising or resulting from the Contract. The Dispute Resolution Provisions are incorporated herein by this reference. The Dispute Resolution Provisions require that any such claim be in writing and supported by adequate documentation of the basis for the claim. The District shall respond to any such claim as required pursuant to the Dispute Resolution Provisions, and the Parties may be required to mediate and arbitrate the claim(s).

# Appendix B: Maintenance Services Agreement Acceptance Form

---

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

I have reviewed the RFP, Professional Services Agreement, and Fee Proposal, in their entirety. Our firm will execute the Professional Services Agreement with no exceptions.

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_



# Appendix C: Scope of Work



LANDSCAPE MAINTENANCE AND  
MANAGEMENT SERVICES

APPENDIX C

SCOPE OF WORK & MAINTENANCE MANUAL  
DEMONSTRATION GARDEN



## TABLE OF CONTENTS

<u>MAINTENANCE SECTIONS</u>	<u>PAGES</u>
Section 1 Introduction.....	2
Section 2 Maintenance Summary.....	3
Section 3 Maintenance Sites and Levels of Service.....	4
Section 4 Vegetation Management.....	5-9
Section 5 Plant Replacements.....	10
Section 6 Mulch.....	10
Section 7 Fertilization and Soil Amendments.....	11
Section 8 Weeding.....	11-12
Section 9 Wildlife and Pest Management.....	13-15
Section 10 Waste Management.....	16
Section 11 Hardscape, Signage, and Lighting.....	16
Section 12 Irrigation System and Controller Maintenance.....	17-18
Section 13 Stormwater Management.....	19

<u>TABLES</u>	<u>PAGES</u>
Table 1 Landscape Maintenance Summary.....	3
Table 2 Maintenance Sites and Levels of Service.....	4
Table 3 Vegetation List with Specific Maintenance Actions.....	6
Table 4 Common Weeds.....	12
Table 5 Common Pests and Diseases of Native Plants.....	14-15

<u>REFERENCES</u>	
A Maintenance Location Maps.....	A1



## SECTION 1 INTRODUCTION

Mesa Water District (Mesa Water) has a total of twelve facilities in which landscape facilities are to be maintained. These landscapes range from high-profile water-wise demonstration gardens, to corporate style frontage landscapes. The sites contain a mixture of California native and non-native drought tolerant vegetation; water conserving irrigation systems; and storm water quality enhancing features. The sites are comprised of water storage and production facilities which are visible to the public, and are expected to be kept in top condition at all times.

The landscape at the Mesa Water Reliability Facility (MWRF) is a collection of five demonstrative and interpretive gardens. The gardens have been divided into five native habitats composed of Redwood Forest, Coastal Sage Scrub, Riparian Woodland, Coastal Grasslands, and Coastal Succulents. The highlight of the five gardens is the redwood forest, which represents the history behind the water source of that facility.

The demonstration garden at the Mesa Water headquarters (MWHQ) is a mixture of California native and non-native drought tolerant vegetation. The landscape has undergone some recent renovation, and future renovations are planned. This high-profile site serves as a demonstration garden for educating customers about low-water use plants, efficient irrigation systems, and weather-based irrigation controllers.

The objective of the landscapes at these sites is to maximize performance and benefits, and to maintain vegetation in healthy conditions. Healthy vegetation provides numerous environmental benefits, enhances aesthetic experiences of visitors, and communicates stewardship.

This manual is intended to provide guidelines for maintaining and caring for Mesa Water's demonstration gardens and other facilities' landscapes. This guide will cover the basic maintenance practices that are necessary to promote a healthy and aesthetically pleasing landscape.

The maintenance contractor shall familiarize themselves with any as-built drawings and specifications, if available, to fully understand the needs and requirements of the site's maintenance requirements. The staff utilized to perform landscape work upon Mesa Water premises must be competent in maintenance techniques of drought tolerant and native landscapes. The landscape contractor shall furnish all labor, equipment, tools, maintenance services, and special skills required to perform maintenance duties as specified. The landscape contractor will provide a sufficient quantity of tools needed to equip the work force. Mesa Water will not be able to loan tools to the landscape contractor. Mesa Water will not provide tool storage; therefore the contractor must remove all tools and equipment at the end of the workday unless otherwise approved by the Project Manager. Tools and equipment will be operated in a safe and responsible manner, and maintained according to manufacturer specifications, to ensure worker safety and the safety of the public and Mesa Water personnel. Mesa Water may describe other related duties as they arise.



## SECTION 2 MAINTENANCE SUMMARY

The following table is provided as a summary to help in scheduling a time frame for routine maintenance of the landscape. Thorough and specific descriptions are to follow.

**Table 1: Landscape Maintenance Summary**

<b>Mesa Water District Landscape Maintenance Summary</b>					
<b>Maintenance Item</b>	<b>Weekly</b>	<b>Monthly</b>	<b>2-4x / Year</b>	<b>Annually</b>	<b>As-Needed</b>
<b>Vegetation Management</b>					
Deadhead Flowering Shrubs			May & Oct		
Prune Shrubs	X				
Shear Groundcover/Shrubs to a natural form			May & Oct		
Trim Grasses to Base				May	
Divide Clumping Plants / Remove pups			X		
Remove Dead/Damaged Leaves					X
Replace Dead/Diseased Plants					X
Trim Trees				Winter	X
<b>Mulch</b>					
Replace/Add Mulch				Spring	
<b>Fertilization &amp; Soil Amendments</b>					
Fertilize			X		X
<b>Weeding</b>					
Weed Removal	X				
<b>Wildlife and Pest Management</b>					
Pest Eradication					X
<b>Waste Management / Cleanup</b>					
Debris and Waste Removal	X				
<b>Hardscape, Signage, and Lighting</b>					
Hardscape Cleaning	X				
Decomposed granite walkway		X			X
Tables & Benches	X				
Signage cleaning			X		
Lighting cleaning			X		
<b>Irrigation</b>					
Inspect Irrigation System		X			
Repair Irrigation System					X
Adjust Irrigation Schedule		X			
<b>Stormwater Management</b>					
Catch Basin, Bioswale, Dry Well cleanup			Apr & Nov		

### SECTION 3 MAINTENANCE SITES AND LEVELS OF SERVICE

**Levels of Service.** Each site will have varying levels of service, based on whether an irrigated landscape is present. Should levels of service change, the Project Manager will work with the landscape contractor in adjusting the maintenance contract accordingly.

**3.A.: Full Service.** For sites requiring “Full” level of service, Sections 4-13 apply and are generally required.

**3.B.: Debris Removal.** For sites requiring “Debris Removal” level of service, Sections 8, 10, and 11 apply and are generally required.

**Table 2 Maintenance Sites and Levels of Service**

Site No.	Location	Address	Level of Service
1.	Mesa Water Headquarters	1965 Placentia Ave, Costa Mesa	Full Service
2.	Mesa Water Reliability Facility (MWRF)	1350 Gisler Ave, Costa Mesa	Full Service
3.	Kemp Reservoir	2340 Orange Ave, Costa Mesa	Full Service
4.	Well 1	1150 Sunflower Ave, Costa Mesa	Full Service
5.	Well 2	1001 Sunflower Ave, Costa Mesa	Full Service
6.	Well 3	3581 Harbor Blvd, Costa Mesa	Debris Removal
7.	Well 5	3596 Cadillac Ave, Costa Mesa	Debris Removal
8.	Well 7	3325 Harbor Blvd, Costa Mesa	Debris Removal
9.	Well 8	1310 South Coast Dr., Costa Mesa	Debris Removal
10.	Well 9	1301 Sunflower Ave, Costa Mesa	Full Service
11.	Santa Ana Pump Station	20071 Santa Ana Ave, Costa Mesa	Debris Removal
12.	Campus & Bristol Pump Station	2121 SE Bristol St., Newport Beach	Debris Removal

*For a list of maintenance locations, maps, and access requirements, see **APPENDIX D: MAINTENANCE LOCATION MAPS.***

## SECTION 4 VEGETATION MANAGEMENT

The plants at these facilities have been spaced at the mature size of the plants in both height and spread to allow for the natural form of the plant. Regular scheduled maintenance is required to promote a healthy structure and to control the growth of the plants. The intent of this style of pruning is to maintain the natural plant appearance. Shrubs are intended to fill planting spaces as much as possible.

All landscape areas shall be inspected weekly and excess debris removed. Beds must be free of weeds, grass, and other unwanted items during the course of the service contract. Gardening debris generated from maintenance activities shall be removed from paved and concrete areas.

*For a more in-depth list of vegetation and specific maintenance actions, see **Table 3: VEGETATION LIST WITH SPECIFIC MAINTENANCE ACTIONS.***

Pruning Specifications for Shrubs and Trees:

- Pruning shall be done per ANSI A300 (Part 1) – 2001 Pruning, for Tree Care Operations – Tree, Shrub, and Other Woody Plant, Maintenance – Standard Practices.
- Remove no more than 10% to 25% of the live foliage at any one time.
- All cuts shall be clean with no tears or rough edges.

### 4.A.: Groundcovers

Groundcover areas shall be uniformly kept free of weeds and grasses. Trim ground cover as needed to keep within bounds and away from obstacles. Sparse groundcover areas will be checked for soil moisture levels, irrigation coverage, and soil compaction to help determine potential growth problems.

### 4.B.: Shrubs

Keep vegetation off so sidewalks, clear of signs, and heights reduced to maintain vehicular safety. Pruning and trimming standards include:

- Shrubs shall be pruned as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood.
- Dead-heading (removing dead flowers) – dead head by punching or use shears to cut off the flower stem below the spent flower and just above the first full set of leaves. Trim or lightly cut back any shoots that extend beyond the natural form of the plant.
- Pruning/hedging – remove the terminal portion of a branch to promote new growth and control the shape and form of the plant. Trim or lightly cut back any shoots that extend beyond the natural form of the plant using shears.

### 4.C.: Grasses

Ornamental grasses are to be trimmed back to allow for new, fresh growth. Smaller grasses less than 3' tall shall be cut back to a height of 6", whereas larger grasses



shall be cut back to a height of 12". Workers should take care to not cut and damage the crown. Cut back grass in May (after going to seed).

**4.D.: Succulents & Cacti**

Succulents and cacti should have additional plant growth at the base of the plant removed to control the size and form of the plant.

**4.E.: Vines**

Vines shall be trimmed frequently to keep the growth within bounds. Vines should be sheared to prevent formation of mature stems which will be more labor intensive to trim back. Vines must be trimmed back to avoid growing on wood or painted surfaces, as aerial roots and their adhesive damages these surfaces.

**4.F.: Trees**

Trees shall be inspected for structural integrity, broken branches, crossing branches, and general health conditions. Stakes on newly planted trees shall be removed after one year. Young trees shall be pruned for good structure. Never ‘top’ a tree. Trees may need supplemental deep watering to encourage deep roots and discourage surface root damages. Soil moisture shall be checked using a soil probe.

- Small and medium trees below 15’ may be trimmed by the maintenance contractor, utilizing an International Society of Arboriculture (ISA) Certified Tree Worker®.
- Large trees above 15’ must be trimmed by a qualified tree maintenance service company, which may be the same as or contracted through the maintenance contractor, and must be International Society of Arboriculture (ISA) Certified Tree Worker®.

**Table 3: VEGETATION LIST WITH SPECIFIC MAINTENANCE ACTIONS**

The following list represents the vast majority of groundcovers, shrubs, grasses, succulents, vines, and trees that are present at the 12 sites to be maintained.

The specific best management practices listed below represents generally accepted maintenance techniques and actions, though additional maintenance requirements may arise based on the landscape needs throughout the year.

Botanical Name	Common Name	Maintenance Schedule and Notes
<b>Groundcovers</b>		
<i>Fragaria chiloensis</i>	Ornamental Strawberry	Cut back or mow in early spring to encourage new growth.
<i>Dymondia margaretae</i>	Silver Carpet	Cut back from walkway edges.

Botanical Name	Common Name	Maintenance Schedule and Notes
<b>Shrubs</b>		
<i>Anigozanthos flavidus</i>	Kangaroo Paw	Cut spent flowers down to base.
<i>Arctostaphylos species</i>	Manzanita	Second year, pinched or lightly headed back in March or April (while new growth is still tender) to promote a dense growth habit. Do not prune manzanitas during cool, wet, winter months.
<i>Artemisia californica</i>	California Sagebrush	Prune plants after they flower in November or early December, and before they start actively growing. Do not cut back into old wood- if may not re-sprout.
<i>Ceanothus species</i>	California Lilac	Second year of growth, pinch and lightly prune in spring after they have flowered and as they are actively producing new vegetative growth.
<i>Cercocarpus minutiflorus</i>	Mountain Mahogany	Second year of growth, in May thin out growth to reveal interior bark. Prune base of any water sprouts.
<i>Eriogonum fasciculatum</i>	Buckwheat	Dead-head flowers six weeks after turning brown.
<i>Heteromeles arbutifolia</i>	Toyon	Second year, prune lightly in early winter.
<i>Heuchera hybrid</i>	Coral Bells	Dead-head spent flowers
<i>Iris douglasiana</i>	Douglas Iris	Summer dormant needing very little summer watering. Shear off dead iris leaves.
<i>Mahonia repens</i>	Creeping Mahonia	Shall not be pruned or edged the first three years of growth.
<i>Mimulus aurantiacus</i>	Monkeyflower	For a second season of flowers, from mid-May to mid-June, cut off all existing flower stalks. Water the plants to keep them actively growing. In mid-July to early August another round of flower will follow.
<i>Myrica californica</i>	Pacific Wax Myrtle	Second year, pinch tips of stems to promote a dense growth habit.
<i>Phormium hybrids</i>	Dwarf Flax	Cut dead fronds at the base
<i>Pittosporum tobira</i>	Mock Orange	From April to October, lightly shear shrubs once a month
<i>Rhamnus californica</i>	California Coffeeberry	Second year, March - May lightly pinch or prune.
<i>Rhamnus crocea</i>	Redberry	Second year, March – May lightly pinch or prune.
<i>Raphiolepis indica</i>	Indian Hawthorn	After spring flowering light shearing once a month until October

Botanical Name	Common Name	Maintenance Schedule and Notes
<i>Salvia clevelandi</i>	Cleveland Sage	Young plants should be regularly pinched to lightly headed back to promote dense branching habits. Avoid cutting into older wood. Prune in late fall or early winter, before, or as the new growth begins to expand.
<i>Salvia greggi</i> 'Furman's Red'	Firecracker Sage	First Year, pinch dead flower stems weekly. In January-February prune dead wood and reduce foliage by 25% to promote new spring growth.
<i>Salvia spathacea</i>	Hummingbird sage	Remove spent flower stalks and cleanup the colony after summer flowering.
<i>Schefflera arboricola</i>	Dwarf Umbrella Tree	Prune after flowering, keep 5' elevation.
<i>Zauschneria species</i>	California fuchsia	First two years pinch back stems after flowering to encourage secondary flower growth. After two years, prune heavily in December to 4" stubs, plant will regenerate uniformly with profession of flowers.
<b>Grasses</b>		
<i>Carex tumulicola</i>	Berkeley Sedge	Shear flowers as soon as they begin to brown in June.
<i>Juncus patens</i>	California gray rush	Use a coarse, heavy rake to groom the plants and remove dead leaves from other plants that collect in the rush's stems.
<i>Muhlenbergia rigens</i>	Deer Grass	Shear the grass to 6"-8" clumps in May or June.
<b>Succulents and Cacti</b>		
<i>Agave species:</i>	Agave	Remove flowering stems as needed. The rosette that flowered dies, but produces offspring (pumps) that will continue the planting.
<i>Dudleya species</i>	Dudleya	One month after flowering remove stems by cutting.
<i>Hesperaloe parviflora</i>	Red Yucca	Remove spent flowers early summer
<b>Vines</b>		
<i>Distictus buccinatoria</i>	Trumpet Vine	Trim quarterly to ensure growth is checked.
<i>Ficus pumila</i>	Creeping Fig	Trim quarterly to ensure growth is checked.

Botanical Name	Common Name	Maintenance Schedule and Notes
<b>Trees</b>		
<i>Agonis flexuosa</i>	Peppermint Willow	First year, early spring, thin-out interior twigs, small branches (1/4"-1/2" dia.) and foliage. Do not remove more than 10%.
<i>Cercis occidentalis</i>	Western Redbud	Maintain as multi-trunk tree, do not remove basal stems. To increase bird foraging do not prune flowers.
<i>Liquidambar styraciflua</i>	Liquidambar Tree	Remove dead and damaged limbs and branches in late fall or early winter.
<i>Lyonothamnus floribundus</i> <i>Aspleniifolius</i>	Catalina Ironwood	Maintain as multi-trunk tree, do not remove basal stems. To increase bird foraging do not prune flowers.
<i>Magnolieae</i>	Magnolia Tree	Trees under power lines to be pruned by utility arborist (SC Edison).
<i>Pinus halepensis</i>	Aleppo Pine	Trees under power lines shall be pruned by utility arborist (SC Edison)
<i>Platanus racemosa</i>	California Sycamore	Fallen dead leaves need to be cleaned up on a weekly basis to avoid smothering understory plants.
<i>Quercus agrifolia</i>	Coast Live Oak	Summer prune only. First year remove dead branches and small limbs. Do not remove leaf drop (duff).
<i>Sequoia sempervirens</i>	Coast Redwood	Do not prune during two-year transition period.
<i>Stenocarpus sinuatus</i>	Firewheel Tree	Late spring prune lightly interior of tree. Remove dead wood.

## SECTION 5 PLANT REPLACEMENTS

Proper maintenance will help reduce plant expiration, however should plants need replacement, they should be replaced as soon as possible. This will avoid disease and infections from spreading to other plant material. It is recommended to plant in the cooler seasons to reduce plant shock.

### 5.A.: Plant Stock

- Dieback shall be replaced with the same species plant, unless otherwise specified by Mesa Water.
- Plants should be sized and located appropriately to blend in with the existing landscape, or per the Project Manager's plans and specifications.
- Root bound plants shall not be used.
- All replacement plants shall be in good health and have vigorous growth.

### 5.B.: Installation Specifications

- Plants shall be replaced in the same location, and within range of existing irrigation emitters.
- Pits shall be 2x the width of the rootball.
- Shrub root crowns (where roots merge into the trunks) shall be planted several inches above finish grade and level with mulch. This will allow the plant to settle without sinking below grade.
  - 1-5 gallon size containers plants: Locate root crowns 2" above the finish grade.
  - 15 gallon size container plants and 24" box trees: Install 3" above finish grade.
- Flood the root zone after planting to remove air and settle soil.

## SECTION 6 MULCH

Mulch helps to reduce soil moisture loss and reduce weed growth.

- *Mulch is specified to be only "Forest Floor" ½ - 1 ½" by Aguinaga Green.*
- Mulch shall be applied in planters annually in the spring, except where there are spreading groundcovers.
- Mulch shall be applied at an average depth of 3", ensuring that all bare soil is covered.
- Mulch shall be maintained 6" away from the root crown of all plants.
- Power blowers shall be used at a minimum in mulched areas so as to prevent disturbance and bare spots.

## SECTION 7 FERTILIZATION & SOIL AMMENDMENTS

Plants need a steady supply of nutrients when they are actively growing. Most of those nutrients are readily available in the soil, water, and air. All of the plants in the landscapes are native to California or similar climates, and do not need much, if any, supplemental nutrients from fertilizers. Fertilizers shall be applied according to the following schedule:

- General purpose fertilizer shall be applied once per year, in the spring, according to the manufacturer's specifications.
- Redwood forest at MWRF shall have the following fertilizers and soil supplements applied, in addition to any general purpose fertilizers:
  - Gypsum applied at 10 pounds per 1,000 square feet, monthly.
  - Calcium Ammonia Nitrate (27-0-0) Yara or Simplot applied at 4 pounds per 1,000 square feet, quarterly.
- Other fertilizers may need to be applied on an as-needed basis to correct various issues as they arise.
- Fertilizers type and application rates shall be pre-approved by Project Manager.

## SECTION 8 WEEDING

The best practice in preventing weeds is to always be aware of any unwanted plant material in the landscape whenever a maintenance crew is onsite.

**8.A. Inspection.** All landscape areas shall be inspected weekly and excess debris removed. Beds must be free of weeds, grass, and other unwanted items during the course of the service contract.

**8.B. Removal Specifications.** Weeds should be removed while they are still young and before they set seed or produce rhizomes or tubers. Small patches should be removed before they become large. The entire weed should be removed, including the root.

### 8.C. Physical Control.

- **Hand Tools.** Hand tools should be preferred in removing weeds due to their accuracy and minimal impact to the environment.
- **Weed whackers.** To help prevent accidental damage to beneficial shrubs and the irrigation system, weed whackers or mechanic equipment may only be used in large open areas where the use of manual tools would not be practical.

**8.D. Chemical Control.** All chemicals will be used and applied in accordance with Federal, State, County, and local laws and ordinances governing use of herbicides, as well as in accordance with the manufacturer's instructions. Chemical control and herbicides are limited to non-selective herbicides and chemicals.



All Safety Data Sheets (SDS) for chemical herbicides must be provided to the Project Manager prior to application.

Allowable chemical controls include the following:

- Natural herbicides:
  - Pre-emergent: corn gluten meal
  - Post-emergent: vinegar
- Synthetic herbicides:
  - Pre-emergent: oryzalin, such as Surflan®
  - Post-emergent: glyphosate, such as Roundup®

**8.E. Post Weed Removal.** Large infestations should have bare soils covered with 3” of mulch, and/or revegetated per the Project Manager’s direction.

**Table 4: Common Weeds**

Common Weeds	
Cool Season Growers	
Annual Blugrass	<i>Poa annua</i>
Bermuda Buttercup	<i>Oxalis pes-capre</i>
Yellow Star Thistle	<i>Centaurea solstitialis</i>
Mustard	<i>Brassica spp.</i>
Bittercress, Pop Weed	<i>Cardamin oligosperma</i>
Clovers	<i>Trifolium, Medicargo, Melilotus</i>
Warm Season Growers	
Crabgrass	<i>Digitaria spp.</i>
Bermuda Grass	<i>Cynodon dactylon</i>
Kikuyugrass	<i>Pennisetum clandestinum</i>
Creeping Woodsorrel	<i>Oxalis corniculata</i>
Bermuda Buttercup	<i>Oxalis pes-capre</i>
Spotted Spurge	<i>Euphorbia maculate</i>
Bindweed	<i>Convolvulus arvensis</i>
Nutsedge	<i>Cyperus spp</i>

## SECTION 9 WILDLIFE AND PEST MANAGEMENT

Wildlife is a natural occurrence and an indicator of a healthy environment. Wildlife, especially birds and insects, changes with the seasons, educates the public, brings a “sense of place” to a landscape, and enriches our lives.

Utilizing Integrated Pest Management (IPM) in the landscape recognizes that landscape pests are organisms that interfere with the management regime of the landscape, and that the health of the landscape requires the use of both proactive and reactive methods.

*For a more in-depth description of pests and diseases, see **Table 5: COMMON NATIVE PLANT PESTS AND DISEASES.***

**9.A. Insects:** all insects shall be considered a food source for birds. If the contractor finds venomous insects or insects damaging plants and/or structures, notify the Project Manager immediately for corrective action by a licensed pest exterminator.

**9.B. Birds:** if nests are observed, all pruning or dead-heading shall be delayed until after nesting period has concluded, generally after April.

### **9.C. Integrated Pest Management**

- **Monitoring:**

- Monitor the plants health continuously to determine if harm is being caused by plant pests. If so, corrective action must be taken.

- **Intervention:**

- Controlling pests by use of chemical products is considered as a last resort. Contractor shall consult with Project Manager for property low impact pest control.
- Evaluate whether the chosen method is working after two weeks. If not, alternative methods should be used.

- **Natural Enemies:**

- Natural enemies are organisms that kill, decrease the reproductive potential of, or otherwise reduce the numbers of another organism. Natural enemies that limit pests are key components of integrated pest management programs. Monitor whether the “natural enemies” of those pests are present and in sufficient numbers. If so, no additional control methods may be necessary.

**Table 5. Common Pests and Diseases of Native Plants**

Common Pests and Diseases of Native Plants		
Plant Name	Invertebrates	Diseases
<i>Archtostaphylos</i> species (Manzanita)	Aphids, Flatheaded Borer, Foliage Miners, Foliage,-feeding Caterpillars Mealybugs, Scales	Canker, leaf Gall Crown Rot ( <i>Phytophthora cinnomonii</i> )
<i>Artemisia californica</i> (Sagebrush)	Aphids, Foliage Miner , Gall Mite	Rots ( <i>Phytophthora spp</i> ) Rust ( <i>Puccinia spp</i> ).
<i>Ceanothus</i> species:	Aphids, Flatheaded Borers Foliage-feeding Caterpillars Gall Markers, Psyllids,Scales True Bugs	Canker: <i>Botryosphaeria spp</i> <i>Cytospora</i> canker Leaf Spot: <i>Cerospora ceanothi</i> <i>Phloeosporella ceanothi</i> <i>Phyllosticta spp.</i> Powdery Mildew Rots, <i>Dematophora</i>
<i>Cercis occidentalis</i> (Western Redbud):	Foliage-feeding Caterpillars Scales Whiteflies	Leaf Spot <i>Mycosphaerella cercidicola</i> <i>Cytospora</i> canker Rots <i>Phytophthora cinnamoni</i>
<i>Cercocarpus minutiflorus</i> (Mountain Mahogany):	Aphids, Flatheaded Borers	Leaf Spot, Canker, Mildew, Rots Wood Decay
<i>Eriogonum fasciculatum</i> (Buckwheat):	Aphids, Beetles, Foliage – feeding Caterpillars	
<i>Heteromeles arbutifolia</i> (Toyon):	Beetles, Flatheaded Borers, Scales Thrips, True Bugs, Whiteflies	Blight and Branch Dieback, <i>Erwinia amylovora</i> Leaf Spot <i>Endomosporium</i> Rots <i>Phytophthora spp</i> Scab <i>Venturia spp</i>
<i>Lyonothamnus floribundus ssp. Aspleniifolium</i> (Catalina Ironwood):	Scales	
<i>Mahonia repens</i> (Creeping Mahonia)	Foliage-feeding Caterpillars Mealybugs, Scales, Thrips Whiteflies	Rusts <i>Cumminsella mirabilissima</i>
<i>Mimulus aurantiacus</i> species (Monkeyflower)	Gall Makers, Mealybugs Thrios, True Bugs	Leaf Spot, <i>Ramularia mimuli</i> Powdery Mildew Rusts, <i>Puccinia spp</i>

Plant Name	Invertebrates	Diseases
<i>Myrica californica</i> (Pacific Wax Myrtle)	Galls, Blister Mites Scales, Whitelies	Anthracnose, <i>Gnomonia myricae</i> Blight & Branch Dieback, <i>Cronartium comptoniae</i> Rots, <i>Phellinus ferreus</i>
<i>Platanus racemosa</i> (California Sycamore):	Foliage-feeding Caterpillars Gall and Blister Mites Scales, True Bugs	Anthracnose, <i>Gnomonia platani</i> Canker, <i>Ceratocystis fimbriata</i> Leaf Spot, <i>Sigmia platani- racemosae</i> Powdery Mildew, <i>Microsphaera alni</i>
<i>Quercus agrifolia</i> (Coast Live Oak):	Aphids, Beetles, Borers, Carpenterworms, Flathead Borers Foliage Miner, Foliage-feeding caterpillars, Gall, Blister Mites Leafhoppers, Mealybugs, Phylloxera, Scales, Treehoppers, Weevils, Whiteflies	Anthracnose, <i>Apiognomonia errabunda</i> Blight & Branch Dieback, <i>Crytocline cinerescens</i> Drippy Oak, <i>Erwinia quercina</i> Mildew, Powdery Mildew, <i>Sphaerotheca lanestrif</i> Rots, Armillaria Rot Sooty Mold, <i>Kermes nigropunctatus</i> Sudden Oak Death, Wetwood, Wood Decay
<i>Salvia greggi</i> 'Furman's Red' (autumn sage)	Aphids, Thrips	Leaf spot, Mildew, Rusts
<i>Sequoia sempervirens</i> (coast redwood)	Beetles, Galls, Blister Mites, Scales	Blight and Branch dieback, Canker, Rots, Sudden Oak Death

## SECTION 10 WASTE MANAGEMENT

It is Mesa Water District's goal to reduce green waste through recognized best management practices.

**10.A. Green Waste:** On-site composting facilities, if available, shall be used to retain nutrients. If on-site composting facilities are not available, then all green waste shall be taken to a green waste composting facility.

**10.B. Trash and Debris:** All planting areas and hardscape areas are to be kept clean of trash and debris. Trash shall be removed to a legal disposal site.

## SECTION 11 HARDSCAPE, SIGNAGE, AND LIGHTING

**11.A. Concrete paving, Trex walkways, and Asphalt.** On a weekly basis, paving, sidewalk, driveways, and parking stalls shall be kept clear of debris, trash, and litter.

**11.B. Decorative rock and gravel.** Remove vegetative debris, trash, and litter from all surfaces. Compost vegetation waste and dispose of trash and litter.

**11.C. Decomposed granite walkways and driveways.** On a monthly basis, all decomposed granite walkways, driveways, and paths shall be raked to be kept tidy.

**11.D. Tables and Benches.** On a weekly basis, sweep/blow any debris, leaves, or spider webs off tables and benches that are within the demonstration gardens.

**11.D. Signage.** On a quarterly basis, all signage shall be cleaned using a light broom and a moist cloth or a hose with a shut-off nozzle.

**11.E. Lighting.** On a quarterly basis, all landscape light fixtures shall be cleaned using a moist cloth with mild soap solution.

## SECTION 12 IRRIGATION SYSTEMS AND CONTROLLER MAINTENANCE

The performance of the irrigation system is critical to the growth and overall sustainability of the landscape. Each site may have multiple types of irrigation equipment, based on plant material and age of the facility. All landscape sites are at water production, storage, and/or treatment facilities, therefore all sites utilize potable water for irrigation purposes.

**12.A. Backflow prevention:** Backflow prevention devices are present for each system, and are maintained and tested by Mesa Water District staff. Any maintenance issues should be directed to the Project Manager.

**12.B. Irrigation Scheduling:** Scheduling is performed by Mesa Water District staff. However, should the contractor observe dryer/wetter than optimal conditions, the contractor should notify and recommend corrective actions to the Project Manager. Additionally, should landscape maintenance schedules necessitate a change in irrigation scheduling then the contractor shall notify the Project Manager.

**12.C. Irrigation System Inspections:** Inspections shall be performed monthly, and all components shall be maintained in proper working order, as per the manufacturer's specifications.

- **Fogger System:** The redwood tree garden at the Mesa Water Reliability Facility utilizes a fogger system, manufactured by FogCo, to add supplemental water to the trees. The fogging machine and system scheduled maintenance is conducted by the Project Manager. Major repairs may be conducted by the contractor as approved and supervised by the Project Manager.
- **Irrigation Controllers:**
  - Review each station/valve to ensure effective operation, to be completed monthly.
- **Irrigation Valves:** All irrigation valves are automatic.
  - **Conventional Valves:**
    - Check each valve for leaks, defective solenoids, and broken wires, to be completed monthly.
  - **Drip Irrigation Valves:**
    - Check each valve for leaks, defective solenoids, and broken wires, to be completed monthly.
    - Clean out filter by removing filter body, exposing the screen, and rinsing, to be completed annually.
- **Sprinklers and Rotors:**
  - **Distribution Uniformity:** activate each station and observe sprays. Adjust spray heads accordingly, to be completed monthly.
- **Drip systems and AquaStem systems:**
  - **Emitters:**

- Activate system, inspect emitters and drain lines, to be completed monthly.
- **Flushing:**
  - Completed annually, in spring.
  - Completed as needed when breaks occur, before adding replacement tubing.
- **Flush and Air Valves:**
  - During flushing of system, identify defective flush and air valves and replace as needed.
- **Main and Lateral Irrigation Lines:** While system is activated, observe for broken mains and lateral lines, and repair as needed.
- **Irrigation System Pressure:** While system is activated, observe and inspect pressure, as needed, at the point of connection and at the last heads on the longest line.

**12.D. Replacement Parts:** All irrigation replacement parts shall be as original installation or as approved by Project Manager.

## Section 13 STORMWATER MANAGEMENT

The demonstration projects are designed to retain storm water for vegetation use, in order to reduce stormwater runoff, and improve water quality. Stormwater is captured in bioswales and infiltration basins.

**13.A. Catch Basins:** At the Mesa Water Reliability Facility (MWRF) De-silt and clean out debris to all concrete catch basins, inlets, and outlets, annually in October.

- The catch basin that receives roof runoff shall be cleaned annually, in October.
  - Clean opening to two- 8” diameter drain inlets, and one- 4” drain outlet.
  - Replace filter fabric over the 4” diameter outlet drain pipe with plant fabric.
  - De-silt bottom of the catch basin, and dispose of waste to landfill.

**13.B. Bioswales:** At the MWRF, there are bioswales in the riparian woodland garden and the redwood garden, which allow stormwater to settle onsite.

- The bioswales shall have leaves raked out from the *Juncus patens* (California Rush) plants.

**13.C. Dry Wells:** At Mesa Water Headquarters there are two systems of dry wells installed, that collects, retains, and discharges stormwater on-site.

- At MWHQ, inspect roof top that drains to the dry wells (Flo-Well and CUDO Water Storage System), annually in October.
- Clean inlets of any debris, annually in October.
- In the alcove that fronts Placentia Avenue, access clean-outs to roof drain pipes to dry well detention basin, and clean it of debris.
- Access the manhole in the planter that fronts the street. Clean the detention basin’s overflow outlet pipe that enters the manhole.
- Access the dry wells, desilt, and clean out debris.



LANDSCAPE MAINTENANCE AND  
MANAGEMENT SERVICES

MAINTENANCE LOCATION MAPS



## Maintenance Locations

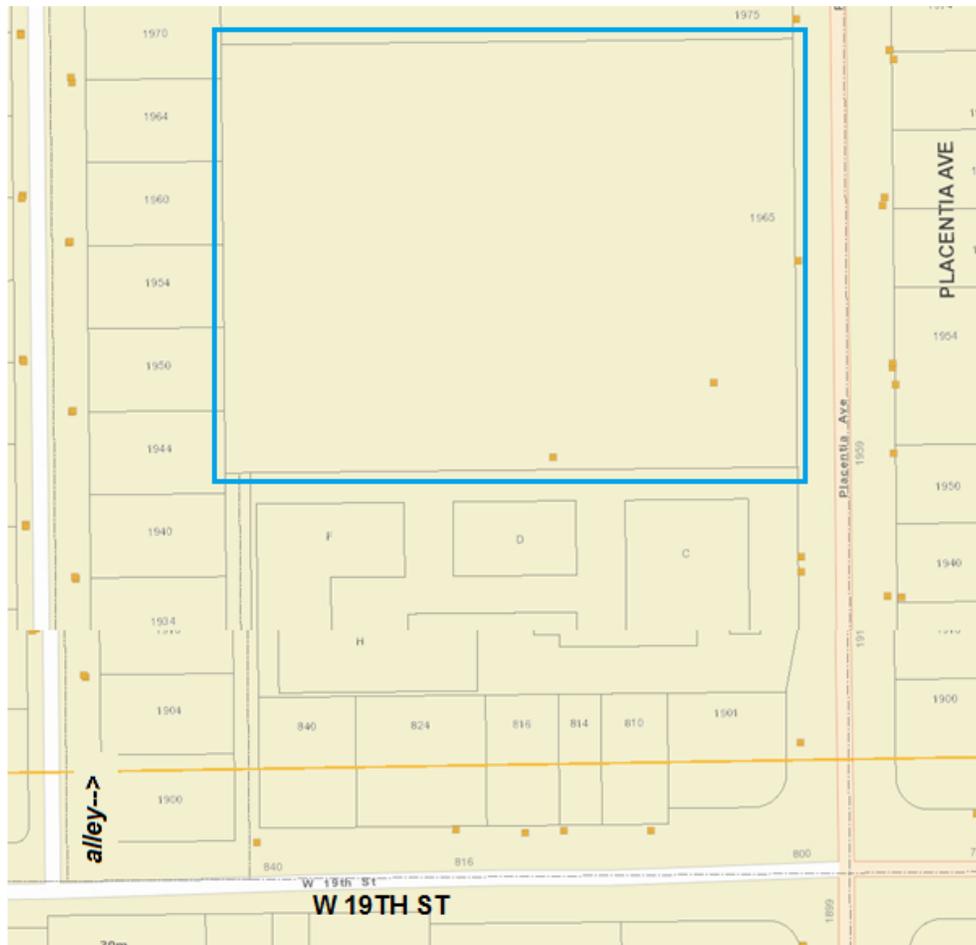
Site Number	Location	Address
1.	Mesa Water Headquarters	1965 Placentia Ave, Costa Mesa
2.	Mesa Water Reliability Facility (MWRF)	1350 Gisler Ave, Costa Mesa
3.	Kemp Reservoir	2340 Orange Ave, Costa Mesa
4.	Well 1	1150 Sunflower Ave, Costa Mesa
5.	Well 2	1001 Sunflower Ave, Costa Mesa
6.	Well 3	3581 Harbor Blvd, Costa Mesa
7.	Well 5	3596 Cadillac Ave, Costa Mesa
8.	Well 7	3325 Harbor Blvd, Costa Mesa
9.	Well 9	1301 Sunflower Ave, Costa Mesa
10.	Santa Ana Pump Station	20071 Santa Ana Ave, Costa Mesa
11.	Campus & Bristol Pump Station	2121 SE Bristol St., Newport Beach

#	Location	Address
1	Mesa Water Headquarters	1965 Placentia Ave, Costa Mesa
Entrance:	Alley on 19 <sup>th</sup> Street	Access: n/a

Frontage Picture



Map



#	Location	Address
2	Mesa Water Reliability Facility (MWRF)	1350 Gisler Ave, Costa Mesa
Entrance:	3 <sup>rd</sup> Driveway	Access: Code ( <span style="background-color: yellow;">      </span> )

Frontage Picture



Map



#	Location	Address
3	Kemp Reservoir	2340 Orange Ave, Costa Mesa
Entrance:	On Orange	Access: Key

Frontage Picture



Map



#	Location	Address
4	Well 1	1150 Sunflower Ave, Costa Mesa
Entrance:	Driveway	Access: Key

Frontage Picture



Map



#	Location	Address
5	Well 2	1001 Sunflower Ave, Costa Mesa
Entrance:	Driveway	Access: Key

Frontage Picture



Map



#	Location	Address
6	Well 3	3581 Harbor Blvd, Costa Mesa
Entrance:	Driveway	Access: Key

Frontage Picture



Map



#	Location	Address
7	Well 5	3596 Cadillac Ave, Costa Mesa
Entrance:	Gate	Access: Key

Frontage Picture



Map



#	Location	Address	
8	Well 7	3325 Harbor Blvd, Costa Mesa	
Entrance:	Driveway off Sunflower Ave or Law Ct	Access:	Code ( ) & Key

Frontage Picture



Map

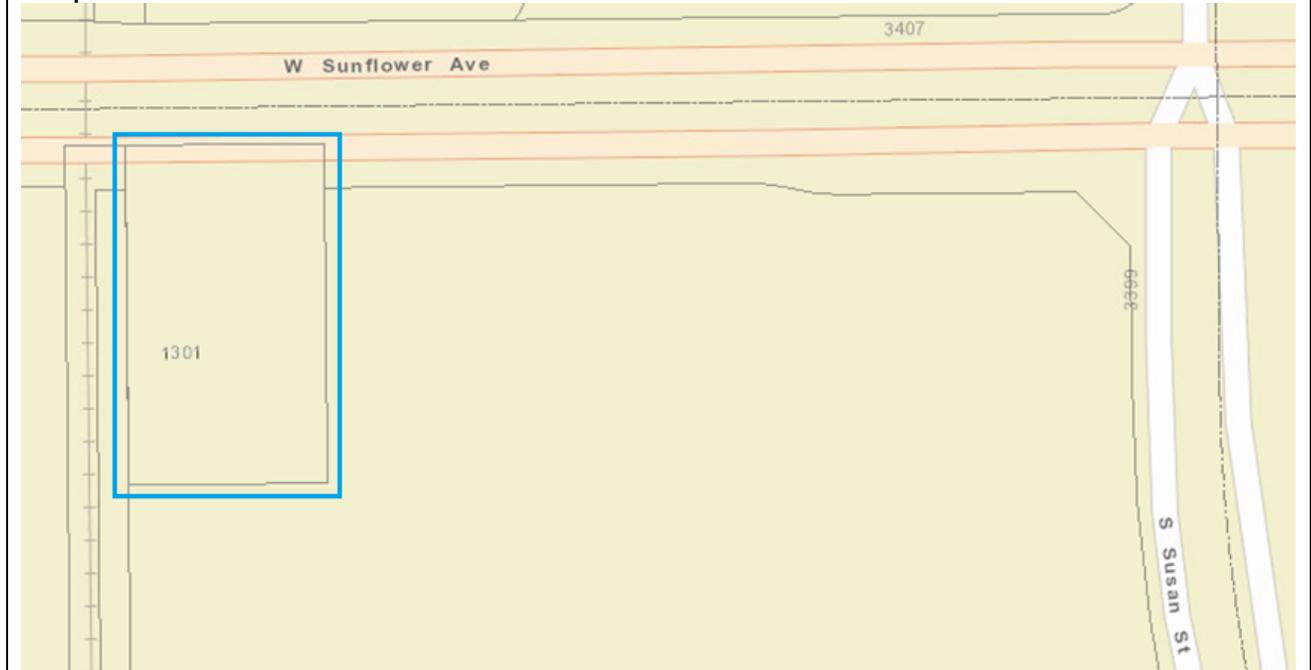


#	Location	Address
9	Well 9	1301 Sunflower Ave, Costa Mesa
Entrance:	Driveway	Access: Key

Frontage Picture



Map



#	Location	Address	
10	Santa Ana Pump Station	20071 Santa Ana Ave, Costa Mesa	
Entrance:	Driveway (West of station)	Access:	n/a

Frontage Picture



Map



#	Location	Address	
11	Campus & Bristol Pump Station	2120 SE Bristol St., Costa Mesa	
Entrance:	Driveway (East of station)	Access:	Key

Frontage Picture



Map



# Appendix D: Fee Proposal (Pricing Sheet)

This item must be submitted in a separate sealed envelope with the Proposal.

Project Name: Landscape Maintenance and Management Services

RFP Issue Date: April 3, 2017

**Contractor (insert full legal name):** \_\_\_\_\_

**Class: C-27; License #:** \_\_\_\_\_

The undersigned, by way of execution and submission of this form to Mesa Water District ("Mesa Water"), hereby certifies, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- A. To the extent required for the work to be performed, the Proposer is a duly licensed contractor by the Contractors' State License Board of the State of California ("CSLB"), and such license(s) are in full force and effect as of the date the Proposer has submitted this proposal to the District, and the classification(s) of such license(s) is(are) appropriate to allow the Proposer to perform all of the work required to be completed as part of the Project ("Work") in accordance with California law. The classification(s) and number(s) of the license(s) issued to the Proposer by the CSLB is(are):
- B. The Proposer is familiar with the Contract Documents, and the requirements contained therein, and represents and warrants that it has sufficient financial and other resources, to perform and complete the Work in strict accordance with the Contract Documents.
- C. The Proposer hereby proposes to (and, if awarded the Contract, the Proposer shall) furnish at its own cost and expense any and all labor, materials, tools, equipment, facilities, transportation, services and other things required for completion of the Work in strict conformity with the Contract Documents, in exchange for payment from the District of whichever of the following total, all-inclusive amounts (i.e., base proposal and/or alternate proposals) is applicable (each a "Proposal Amount"):
- D. The Proposer acknowledges that the Proposal Amount(s) shall constitute all-inclusive compensation for full and satisfactory completion of all of the Work, including, without limitation, compensation for any and all sales taxes, supervision, general conditions, fees, field-office and home-office overhead, and profit.

- E. The Proposer hereby represents and warrants that it was responsible for preparing this proposal and that it has carefully checked and confirmed the Proposal Amount(s) and all other information set forth in this Proposal Form.
- F. The Proposer acknowledges and agrees that Mesa Water, and the Mesa Water Board of Directors, may rely on such information, and in no event shall Mesa Water, or its Board, officers, officials, employees, or agents be responsible for any errors or omissions in this proposal. The Proposer is aware and acknowledges that the District Board has the right to waive any minor irregularity in this proposal or any other proposal for the Project.
- G. If awarded the Contract for the Work, the Proposer shall execute the Contract by causing its duly-authorized representative to sign, and thereby bind the Proposer to, the Contract. The Proposer shall complete, to the extent required, all documents required to be executed by the Contract, including, but not limited to: (i) the Contract; (ii) the Payment Bond; (iii) the Performance Bond; (iv) the Certification of Asbestos-Free Materials; (v) the Certification of Drug-Free Workplace; (vi) the Certification of Tobacco-Free Workplace; and (vii) the Certification Regarding Workers Compensation. The Proposer further acknowledges that it shall forfeit the whole amount of its proposal security in the event Proposer fails to complete as applicable, execute, and submit any such documents to the District within 7 calendar days following receipt by the Proposer of the Notice of Award.
- H. The contact information set forth below is the current address and telephone number for the Proposer. The Proposer acknowledges that, if the District attempts to contact the Proposer for any purpose relating to this proposal (including, without limitation, to request additional information or to provide a Notice of Award), but the information set forth below is to any extent not correct, then the District may reject this proposal and, in such event, the District shall have no liability to the Proposer whatsoever.

### Fee Proposal Worksheet – Mandatory Items

Proposal Items (Monthly Recurring Items)	Unit Cost Proposal
Monthly Maintenance Costs: Site 1	
Monthly Maintenance Costs: Site 2	
Monthly Maintenance Costs: Site 3	
Monthly Maintenance Costs: Site 4	
Monthly Maintenance Costs: Site 5	
Monthly Maintenance Costs: Site 6	
Monthly Maintenance Costs: Site 7	
Monthly Maintenance Costs: Site 8	
Monthly Maintenance Costs: Site 9	
Monthly Maintenance Costs: Site 10	
Monthly Maintenance Costs: Site 11	
<b>TOTAL MONTHLY MAINTENANCE TIME AND MATERIALS</b>	

Proposal Items (Incidental)	Unit Cost Proposal
General Fertilizer Costs	
Tree Trimming Labor (large trees only)	
Irrigation System Repair Labor	
Standard Plant Material Costs (1-gallon)	
Standard Plant Material Costs (5-gallon)	
Standard Plant Material Costs (15-gallon)	
Standard Plant Material Costs (24" box)	
Standard Plant Material Costs (flats)	

