

PARK MAINTENANCE

The primary goal of the Park Maintenance Division is to provide safe and clean facilities while protecting the natural and cultural resources of each facility. Goals and objectives are accomplished through the maintenance of parks and facilities by reliable and well-trained staff.

Maintenance is performed at the following sites:

- Legacy Park / 17-acre passive park – walking paths, interpretive signage, educational areas, observation points, a pond, and stream
- Trancas Canyon Park / 6.5-acre park neighborhood park – dog park, playground, picnic areas, multi-purpose sports field, restrooms, and onsite parking
- Malibu Bluffs Park / 10-acre community park - 2 baseball/softball diamonds, 1 soccer field, picnic areas, activity room, office space, restrooms, maintenance building, and on-site parking
- Malibu Bluffs Parkland / 83-acre natural area, 2-3 miles of trails
- Malibu Equestrian Park / Two riding arenas, restrooms, and on-site parking
- Las Flores Creek Park / 4-acre park, walking trails, playground, interpretive areas, picnic areas, restrooms and on-site parking

PARK MAINTENANCE SCOPE OF WORK

1. GENERAL SPECIFICATIONS

1.1 Statement of Work

The contractor shall provide skilled landscape maintenance personnel, materials, tools, equipment, and transportation to perform landscape maintenance services at public properties under the jurisdiction of the City of Malibu's Parks & Recreation Department. The Contractor shall be responsible for supplying all supplies and equipment, which are required in connection with the services to be performed under contract. All materials are subject to the approval of the City's Parks & Recreation Director.

1.2 Contract Time

The contract shall be for a three-year period with an option for three one-year additional terms, for a maximum total contract length of six years. The City upon thirty (30) days' written notice may cancel the contract. The contractor may also cancel the contract with the City upon thirty (30) days' written notice.

1.3 Additions/Deletions

The City reserves the right to add or delete properties at any time during the life of the contract or resulting extensions, with ten (10) days' written notice to the contractor. Additions shall be added at the contract rate for comparable properties under contract. If there are no comparable properties, the price shall be negotiated by the City with the contractor. If the request for additional work begins during a billing cycle, the payment shall be prorated for the month in which work commenced.

1.4 Hourly Rate/Certified Payroll

The provisions of the California Labor Code will be incorporated in and govern this contract. The successful contractor will be required to pay not less than the general prevailing rate of per diem wages as determined by the Department of Industrial Relations, copies of which are on file in the office of the Agency and will be made available upon request.

1.5 Progress Payments

- a. The contractor will be paid only for each location maintained as verified by the City.
- b. The contractor is required to perform scheduled maintenance operations specified in the contract document. Failure on the part of the contractor to perform any such maintenance operations will result in the progress payment deductions equivalent to the product resulting from the multiplication of the units (or subunits) by property site quoted by the contractor times the number of working days of failed performance.

- c. The City's contract administrators will notify the contractor's crew supervisor of failure to perform any required operation. This notification will be in writing and will indicate the operation not performed, along with the location, time, dates, property site, square footage, and amount to be deducted from the upcoming progress payment.
- d. All progress payments will be for work performed as adjusted to reflect deductions for failure to perform as specified.

1.7 Landscape Crew Personnel - Rejection/Replacement

The City reserves the right to reject any landscape crew personnel or supervisor of the contractor's work force. It shall be the contractor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document.

1.8 Work Force/Schedule/Shift/Manpower

- a. The work force shall consist of company skilled landscape maintenance personnel and include any subcontractors. The contractor's crew(s) shall be under the supervision of a contractor-designated Landscape Maintenance Lead Worker. The designated Lead Worker shall have the ability to communicate with City staff in English. In the event of the absence of the regular Lead Worker, it will be the responsibility of the contractor to designate an acting Lead Worker to oversee the crew while performing the maintenance operations specified by the contract. The contractor must notify the City of any such designation before the beginning of any shift by contacting the City's contract administrator at (310) 456-2489 ext 225.
- b. The City reserves the right to change the work hours and shift schedule. The contractor shall be notified at least one (1) full week prior to such changes.
- c. The City will not recognize any holidays as paid holidays for the contractor employees.
- d. Identification of Vehicles
All vehicles and equipment utilized in connection with the contract shall be visibly marked with company identification.
- e. All employees must be at least eighteen (18) years of age thoroughly trained and qualified in the work assigned to them. All employees must be able to follow directions. Employees must also be physically capable of the duties assigned to them, including lifting/moving heavy items, climbing ladders, etc.
- f. Contractor shall provide uniforms to the employees who are assigned to do the work on the contract, so that the contractor's employees may be easily identified. Uniforms shall bear the employee's name and the company's name and/or logo and shall present a professional appearance.

- g. Contractor(s) may not allow on City premises any person who is not an employee or principal with the company and currently on duty.

1.9 Landscape Maintenance Program - Level of Service

- a. The City shall regulate precisely the service level desired.
- b. The City shall have absolute control over landscape maintenance program direction and execution.

1.10 Labor Strike

- a. The contractor shall be responsible for its own labor relations with any trade or union representative among its employees and shall negotiate and be responsible for adjusting all of the disputes between itself and its employees or any union representing such employees. Whenever the contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the services, the contractor shall immediately give written notice thereof to the City.
- b. It shall be the contractor's responsibility to provide continuous maintenance services, without interruption, to all locations specified herein. In the event of a labor strike, the contractor shall provide other means, at contractor's cost, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the contractor normal rates (which will be deducted from the contractor's progress payment) to the City being borne by the contractor.

1.11 Subcontractor/Assignment of Contract

The contractor shall not subcontract any portion of this contract or any additions made to the contract without first receiving approval from the City. All persons engaged in landscape maintenance work shall be considered employees of the contractor, with the supervisor being directly responsible for their work. The contract may not be assigned to another owner or entity without City approval.

1.12 Duties and Responsibilities

- a. The City's Parks & Recreation Director or its designated representative(s) will act as the contract administrator and will manage, coordinate, and administer the contract and verify completion of all maintenance operations specified in the contract document. He will also provide written notice of failure to perform the contract and indicate the amount to be deducted from the forthcoming progress payment.
- c. The Contractor's Lead Worker/Supervisor is responsible for the execution of the maintenance operations specified herein. He represents the contractor and is responsible for the supervision of the contractor's employees while they are performing the landscape maintenance service.

1.13 Quality of Work

All work shall be performed in accordance with the best maintenance, safety practices and standards of cleanliness. The City shall inspect the work performed by the contractor and approve or reject the work and materials used. Failure on the part of the contractor to correct poor workmanship or substandard performance will result in the initiation of a written notice of failure to perform and/or cancellation of contract.

1.14 Scope

It is the intent of the scope of work to include all maintenance services, materials, supplies, tools, and equipment and transportation necessary to maintain all portions of the property specified in the contract. It is understood and agreed that only the highest possible industry standards of landscape maintenance will be accepted and shall be consistently maintained.

1.16 Disclosure of Information

- a. The contractor agrees that it will not during or after the term of this contract disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, firm, corporation, association, or other entity or to the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the contractor shall be used by it exclusively in connection with the performance of the services.
- b. The contractor shall not issue or release for publication any articles, advertising or publicity matters relating to the services performed by the contractor hereunder or mentioning or implying the name of the City or its respective personnel, without the prior written consent of the City.

1.17 Energy Conservation/Recycled Goods Usage

The contractor shall comply with all energy conservation and recycling practices of the City.

1.18 Employee Food Service

The contractor shall not be allowed to bring on to the City's property any food or beverage catering trucks, vending machines, or other serving facilities without prior written authorization from the contract administrator.

1.19 Key Control

- a. The contractor shall adequately secure the keys, other entry devices, and codes provided by the City. The contractor shall maintain a record of the key numbers issued to its employees.
- b. The contractor shall not duplicate and shall not allow such items to be duplicated or removed from the site of the services.

- c. The contractor shall immediately report any such item, which becomes lost, missing, broken, or stolen to the contract administrator. Should the contractor lose or have stolen any keys issued to the contractor by the City, the cost of changing locks, keys, or other devices will be deducted from the contractor's invoice to the City for work performed under this contract.
- d. The contractor shall physically present all keys and other entry devices for verification upon request of the contract administrators.

2. **FACILITY DESCRIPTIONS**

Malibu Bluffs Park - 24250 Pacific Coast Highway / ten-acre community park that includes two baseball fields, multi-use sports field (300x150 ft.), three playground areas, three picnic areas, community center building, restrooms (3 sets), parking lot, sidewalks, six acres of turf area, native vegetation, and landscaped areas adjacent to the community center building and parking lot.

Malibu Equestrian Park – 6225 Merritt Drive / park is made up of two riding arenas, picnic area, restroom building, riding trails, asphalt and decomposed granite parking lot, native vegetation (xeriscape), and no irrigation.

Malibu Bluffs Parkland – 24250 Pacific Coast Highway / 83 acre open space area with 2-3 miles of trails, native vegetation (xeriscape).

Trancas Canyon Park – 6050 Trancas Canyon Road / 6 ½ acre neighborhood park contains an access road, vehicle parking, playground, decomposed granite dog park, restroom building, picnic shelter, full irrigation system, native vegetation and 1 ¼ acres of turf.

Las Flores Creek Park - 3805 Las Flores Creek Road / 4 acre neighborhood park situated along Las Flores Creek with walking paths, restroom building, picnic areas, playground, full irrigation system, with native vegetation (xeriscape).

Legacy Park / 23500 Civic Center Way – 15 acre park made up of native vegetation (xeriscape), full irrigation system, and pedestrian walkways.

Median Strips - John Tyler Ave and Pacific Coast Highway, Malibu Canyon Rd and Civic Center Way

3. **CHANGE ORDERS**

- 3.1 The City may, on occasion, without invalidating the contract, modify the contract by adding, deleting or changing areas to the contract; by adding, deleting or changing usage or space; by adding, deleting or changing routine services; by deleting or changing specifications. All such changes shall be ordered by means

of a written change order. The City and the contractor shall agree upon any changes in the compensation to the contractor resulting from such change orders.

4. **CONTRACT ADMINISTRATORS**

- 4.1 The City shall designate the Parks & Recreation Director or its designated representative as contract administrator who shall act on behalf of the City with respect to all aspects of this contract.
- 4.2 The administration of this contract is vested wholly in the contract administrator. The contract administrator shall have complete authority to require the contractor to comply with all provisions of this contract. The contractor shall strictly and promptly follow the instructions of the contract administrator in every case. The contract administrator's decision upon all questions, claims, and disputes will be final and conclusive upon the parties of the contract. The contract administrator shall exercise any discretionary authority in a reasonable manner.
- 4.3 The contractor shall provide the contract administrator free and easy access to inspect and measure the manner and progress of the services at all times and to inspect the types and quantities of tools, equipment, chemicals, supplies and all other materials used in the performance of the services. It is agreed that such inspection and measurement is not for the purpose of controlling or directing the services or employees of the contractor, but to assure that all services meet the requirements of the contract.
- 4.4 The contract administrator shall decide any and all questions which may arise as to conformance of and acceptability of tools, equipment, chemicals, supplies, and all other materials and methods and procedures used in the performance of the services with regard to the requirements included herein. The contract administrators shall decide all questions which may arise as to the interpretation of the contract documents relative to the services and the fulfillment of the contract on the part of the contractor.
- 4.5 The contract administrator will determine the amount and quality of the several kinds of services performed and material furnished which are to be paid for under this contract.
- 4.6 The contract administrator shall have the authority to require the contractor to make temporary changes in the assignment of routine services, tasks and task frequencies if such changes do not affect the unit prices. Such temporary changes shall not affect the amount of payment to the contractor.

5 OBLIGATIONS, WORKMANSHIP, SUPERVISION AND DAMAGE

- 5.1 Contractors must provide and/or currently possess the following prior to submitting proposal.
Proposal: Contractors' State License, 24-hour answering service, central office/yard, two-way communication, references from clients with similar landscape maintenance projects, including at least three years' experience in park and median landscape maintenance.
- 5.2 All contractors' maintenance workers must wear company uniform. Uniforms (including orange shirts/vests) must clearly identify the company's name. Exception: All employees working on median strips must wear O.S.H.A.-approved vests with Scotchlite reflective striping.
- 5.3 The contractor shall give his personal supervision to the work or have a competent supervisor on the job site at all times during progress of the work, with authority to act for him, be responsible for adherence to specifications and be available for consultation with the City's representative.
- 5.4 All work shall meet with the approval of the City of Malibu Parks & Recreation Department. There shall be a weekly written report of completion of work at each site, submitted to the City representative at the end of each week.

Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the contractor; and if not corrected, payments to the contractor will not be made or will be prorated until condition is corrected in a satisfactory manner as set forth in the specifications. The contractor will not receive payment when work is not performed.
- 5.5 The contractor shall provide a work force, vehicles and equipment sufficient to complete the work as it is specified.
- 5.6 The contractor shall provide proper traffic control at all times while working on public right of ways as prescribed in the WATCH handbook (Work Area Traffic Control Handbook) latest edition and as approved by the Director of Public Works.
- 5.7 The contractor will report without delay, damage to City equipment or property and shall be held responsible for the correction or replacement of any said damage caused by his act hereunder.
- 5.8 Plant materials that are destroyed by vandalism, private construction or by City forces shall be the responsibility of the City of Malibu.

- 5.9 All workmanship and craftsmanship must be of high quality and meet with the approval of the representatives assigned by the City of Malibu.

6 IRRIGATION

- 6.1 The City Maintenance Worker is responsible for programming the automatic irrigation controllers.
- 6.2 The City of Malibu shall repair all automatic controller clocks when they malfunction, and pay for all necessary irrigation materials, excluding tools.
- 6.2 The contractor shall repair any damaged sprinkler heads, nozzles, swing arms, fittings, risers, lateral lines and quick couplers, resulting from routine wear, defective parts, mower damage, etc, and shall routinely clean out sprinkler heads and lines to keep them in good operating condition at all times. All labor shall be at no cost to the City. All necessary materials for repairs, excluding tools, shall be paid for by the City
- 6.4 Repairs to the irrigation system mainline pipes, solenoids, valve wiring and valves resulting from normal wear, vandalism or damage by other means, with the exception of contract maintenance negligence, shall be the responsibility of the City.
- 6.5 Irrigation water shall be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked once a week by the contractor.
- 6.6 Automatic irrigation shall take place at night or early morning hours only.
- 6.7 Sprinkler heads must be unobstructed from grass, soil or other matter that prohibits the proper water spray; herbicides may not be used around heads to prohibit grass growth. Contractor shall be responsible for making all adjustments to sprinklers including height, arc and angle of sprinklers, risers as necessary to compensate for growth of plant material, thatch build up etc.
- 6.8 Where the installed sprinkler system does not cover or water an area adequately, the contractor shall provide his own sprinklers and hoses to adequately water the area.
- 6.9 Watering shall be controlled to avoid excessive drainage on sidewalks, streets and play areas, creating a hazard and wasted water. Areas referred to as "slope" will require special attention due to severe grades and watering difficulties.
- 6.10 Any areas that have manual watering systems must be watered as needed to keep plant material in healthy condition. Automatic irrigation controllers will be

kept locked at all times. The Park Supervisor and assigned City staff will have master keys to all controllers

- 6.11 If irrigation system is inoperative for whatever reason, the contractor MUST water the areas with manual sprinklers and hoses.
- 6.12 The contractor shall perform field observations and provide status reports to the Park Supervisor. Specifically, the contractor shall notify the City in writing of the condition of the landscape area and irrigation system by station valve number and controller, as assigned by the Park Supervisor. The irrigation system must be visually monitored a minimum of once a week to ensure the system operates at an optimum level of efficiency.

Materials

1. All irrigation replacement parts and materials must be equal to or better than manufacturers' original equipment, unless City representative approves a substitute in writing.
2. Contractor shall maintain an adequate inventory of medium and high usage stock items for repair of the irrigation system.
3. Contractor shall implement repairs in accordance with manufacturer's warranties. Payments will not be made for repairs on equipment covered by manufacturer's warranty.
4. Calculation of cost of material for work shall be the wholesale cost of material including but not to exceed a 15% markup for overhead costs and profit.
5. All materials are to be new and identical to existing materials, unless otherwise directed by the City representative.
6. The City reserves the right to purchase materials directly and make available to the Contractor.

7 HARDSCAPE AND BUILDINGS

- 7.1 All walkways, parking lots and hardscaping will be swept or blown clear of dust, dirt and plant matter and litter picked up daily or as required by the City representative. Sweeping should coincide with mowing and edging activities. Broken or uneven walkways shall be the responsibility of the City, except in the case of walkways damaged by negligence or abuse by the Contractor. In the event of Contractor related damage to walkways or other hardscape features, it will be the decision of the Director whether the Contractor will complete the repair or if the City will complete the repair and reduce the Contractor's payment accordingly. All walkways will be cleaned with a high-

pressure washer as scheduled by Park Supervisor. Gas powered leaf blowers are not allowed by City ordinance.

- 7.2 Maintain drainage courses and drains within park boundaries. Remove dirt, debris, litter and vegetation as necessary to allow unrestricted water flow. Missing or damaged grates shall be reported to City's Park Supervisor immediately.
- 7.3 Exterior building maintenance - Walls, doors, windows, lighting fixtures, signs, will be maintained in a clean and operating manner. Unpainted walls sidewalks, benches, picnic table and playground areas, shall be inspected daily and maintained in a neat, clean, and safe condition at all times. Areas shall be cleaned with a high-pressure washer once per week or as required by the City representative. Lubrication of locks and hinges, replacement of bulbs and repairs due to no fault of the contractor will be the responsibility of the City.

8 **AERATION AND FERTILIZATION**

- 8.1 Soil and turf tissue analysis for all City parks shall be performed annually by a licensed laboratory and presented to the Park Supervisor. The analysis should include recommendations for action. For soils consideration the following should include in the analysis pH, Macro/Micro Nutrients, Sodium and Salts, Organic Materials, Nitrogen/Phosphorous/Potassium (N/P/K), Magnesium (Mg^{++}) ratio to Calcium (Ca^{++}) for infiltration rates, and Cation Exchange Capacity. For the tissue analysis the following tests should be included: deficient and excessive amounts of macro and micro elements, consideration of parts per million Aluminum (Al), Consideration of the parts per million of Iron ($Fe_2^{++(+)}$), Consideration of the parts per million Boron (B), Results of the test will determine the fertilization rates and may direct changes in other maintenance practices such as irrigation, mowing and aeration.
- 8.2 The Contractor will provide for aeration as needed in preparation for fertilization and renovation.
- 8.3 All turf areas are to be fertilized as recommended by the soil and turf tissue test. **Fertilizer will be applied by the contractor as often as required by the City Park Supervisor to maintain a healthy condition and deep green color at all times.** All fertilizer will be a City approved organic material. Substitute fertilizer must be in the appropriate form (granular, homogenized, and dust free) and approved in writing by Park Supervisor. An annual schedule will be set and confirmation will be made with the Contract Administrator at least one (1) week prior to the exact date of fertilization. The fertilization schedule will coincide with the aeration/cultivation schedule as applicable. A record of fertilizations including types, application rates and dates will be maintained by the contractor and presented to the Contract Administrator as requested.

- 8.4 Fertilizer shall be applied uniformly by a calibrated commercial spreader and watered into the soil immediately after application.
- 8.5 All shrub and ground cover areas shall be fertilized twice a year during the months of March and October. Fertilizer will be a balanced organic, and applied at a rate specified by the soil and tissue test or as determined by the Park Supervisor. If needed, foliar feedings will be used to maintain a healthy color. The Park Supervisor shall be notified one week in advance of the fertilization schedule and the Director, at the Director's discretion, may be present during the application process.

9 SHRUB, TREE AND GROUND COVER CARE

- 9.1 The contractor shall be responsible for pruning of all plant material including shrubs and trees from ground level. All trees are included in required trimming operations. Large mature trees are to be maintained a minimum of 14 feet above ground level by the landscape contractor. All dead and damaged branches and limbs shall be removed at the point of breaking at the time breakage occurs. All trimmings and debris shall be removed and disposed of offsite at the end of each work day. **All pruning and trimming operations shall be in accordance with International Society of Arborist (ISA) standards.**
- 9.2 Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood; to control growth when an unshapely shrub or tree might result; and to increase the quality of flowers. Trees and shrubs will also be trimmed as needed to prevent property damage or safety hazards such as sight restrictions, pedestrian obstruction etc.
- 9.3 Ground covers are edged as needed to prevent growth from interfering with other plant material and from growing over curbs, sidewalks, walls, fences, controller units, valve boxes quick couplers, or other appurtenances or fixtures.
- 9.4 Trim, shape and prune trees to maintain a safe, reasonable appearance. Public safety shall be a prime consideration in trimming trees. Tree overhang shall have a ground clearance of at least seventy-two inches (72") or as recommended by the City
- 9.5 All shrubs and trees shall be kept trimmed as necessary to keep all City signs clearly visible by traffic at all times. Shrubs shall not be allowed to grow higher than thirty inches (30") without the approval of the Director.
- 9.6 Cultivate ground surrounding shrubs, trees and ground cover as needed to maintain a healthy vigorous appearance and growth rate.
- 9.6 Shrub and Ground Cover Replacement - The Contractor is expected to take all reasonable steps to mitigate climactic or other anticipated damage to shrub and

ground cover. Shrubs and ground cover that are destroyed or die due to Contractor's negligence will be replaced at Contractor's expense. They will be replaced with the same material that existed unless the Contractor is otherwise notified by the Park Supervisor in writing. Substitutions for any plant materials must have prior approval in writing. Original plans and specifications should be consulted to determine correct identification of species.

- 9.7 All weeds will be removed by either chemical eradication, mechanical, or by hand. Weeds are to be removed from all shrub, ground cover areas, turf, along trails, in parking areas, walkways, arenas and trails within seven (7) days of becoming visible. Wood chips will be used in appropriate areas to prevent weeds. All work must be in accordance with the City Integrated Pest Management Policy.

10 BRUSH CLEARANCE

- 10.1 Brush clearance will be performed to clear plant materials 10 feet from the edge of roads, parking areas, sidewalks and picnic tables on an ongoing basis.
- 10.2 Trails will be kept clear and brush cut back as needed to maintain city trail standards. Hazardous plants such as poison oak will be kept clear for a distance of 15 feet from trails and public walkways.
- 10.3 Contractor shall complete brush clearance annually on all properties as defined in scope of work. The clearance must be completed by the first day of June each year and satisfy the brush clearance standards as required by the Los Angeles County Fire Department and Malibu City Ordinance

11 MOWING AND EDGING

- 11.1 All turf areas are to be maintained weed free and with even coverage and an attractive appearance throughout. Turf health is a priority to provide a resilient sport surface with adequate regenerative capacity to withstand periods of high use.
- 11.2 Mowing - All turf will be cut using a reel type mower and to the industry standards for the specific varieties of grass. The direction and pattern used in mowing large turf areas will be varied on a regular basis. The length to which the grass is cut will be determined by the Park Supervisor and may be changed at his discretion. All grass clippings, leaves and trash will be removed the same day the area is mowed and disposed of in accordance with City Ordinances. A mowing schedule will be established and maintained to the satisfaction of the City. The mowing schedule is intended to be completed weekly. In order to maintain a safe and attractive playing surface, sports fields may require more frequent mowing during certain times of the year. Changes in season and weather may require variations in the regular schedule to achieve a healthy, well-maintained

turf. Storms and severe weather conditions may also interfere with the proposed schedule. Variations of the proposed schedule must be discussed with the Contract Administrator and approved by the Director in advance. In the event that a mowing is missed due to inclement weather, the Contract Administrator should be notified.

- 11.3 Edging - After each cutting, the edge of the grass shall be trimmed to a neat and uniform line. Where trees and shrubs occur in turf areas, all grass shall be removed at least 6" from the trunks of trees and away from the drip line of shrubs, without damage to the shrub or tree. All sprinkler heads shall be trimmed around after each mowing in order to provide maximum water coverage. An edging schedule is to be considered part of the mowing schedule and shall be concurrent with the above mentioned mowing schedule.
- 11.4 Weed Control - All weeds will be removed by either chemical eradication, mechanical, or by hand. Weeds are to be removed from all turf, shrub, ground cover areas, along trails, in parking areas, walkways, in fields, warning tracks, equestrian arenas and trails within ten (10) days of becoming visible.
- 11.5 Renovation, Dethatching - Removal of all excessive thatch as scheduled at least once a year at the discretion of the Director in order to maintain acceptable turf appearance and health. Equipment will consist of standard renovating or vertical mowing type dethatching machine. The Director shall be notified at least one (1) week prior to the exact date of renovation.
- 11.6 Trim around trees, sprinkler heads, planters, mowing strips, walkways and fences. Tree trunks are not to be struck by mowers, "string trimmer", or other equipment.
- 11.7 Mowers shall be kept in proper adjustment. Mower blades must be kept sharp in order to obtain a clean, sharp cut and not damage the grass. Shredding or rough cutting of grass will not be permitted.
- 11.8 Mowing and edging must be accomplished Monday through Friday, between the hours of 7:00 a.m. and 3:00 p.m.
- 11.9 If holidays or weather conditions interfere with the regular mowing schedule, mowing and edging **MUST** be accomplished on the following day or as soon as conditions permit.
- 11.10 After mowing and edging, all trimmings and debris shall be swept, vacuumed, or blown off sidewalks and paved areas and disposed of. Discarding trimmings and debris into the street will not be permitted.

12 DISEASE AND PEST CONTROL

- 12.1 The contractor shall be responsible for the control and eradication of all diseases and insects affecting all plant material. Controls to include necessary use of integrated pest control systems involving the use of life history information and extensive monitoring. Control through prevention, cultural practices, pesticide applications, exclusion, natural enemies and host resistance. Only the safest, lowest odor and most environmentally friendly pesticides shall be used.
- 12.2 Best horticultural practices and methods of control shall be used; care must be taken in following label directions and in applications.
- 12.3 All safety regulations in handling and applying pesticides shall be adhered to in accordance with the City of Malibu Integrated Pest Management Policy and regulations set forth by the State of California Department of Food and Agriculture.
- 12.4 Contractor shall control all pests including but not limited to, gophers, moles, ground squirrels, snails, bees, ants, and other unwanted insects. The contractor will repair any and all damage done to turf, landscape and soil by activities of controlled pests.
- 12.5 The contractor shall control plant diseases caused by bacteria, viruses, or fungi.
- 12.6 All pesticides to be applied by a licensed applicator only. Contracting company must have all necessary licenses in order to apply pesticides. Prior to any pesticide application, submit a copy of a "Pest Control Recommendation" to the Director.
- 12.7 The Contractor shall submit annually to the IPM Coordinator or Park Supervisor of a list for approval of all chemical pesticides proposed for use under this contract. Attached to the list will be the current label and material safety data sheet and written recommendations for each chemical on the list. Additionally, any changes or updates made to this list shall be supplied to the IPM Coordinator or Park Supervisor as they are made. Materials included on this list shall be limited to chemicals approved for use by the State of California Department of Food and Agriculture. No chemical pesticide shall be applied until its use is approved in writing by the IPM Coordinator or Park Supervisor as appropriate for the proposed purpose. The application of chemicals shall conform to the current Los Angeles County Food and Agriculture regulations. A pesticide application form must be completed and submitted to the IPM Coordinator or Park Supervisor following each pesticide application. A pesticide usage report must be completed and submitted to the Park Supervisor at the end of each month for all pesticides applied during that month
- 12.8 Use of restricted use pesticides must be preceded by notification to the City representative one week prior to the planned application date. The notification must be in writing and shall include the pest control advisor's written

recommendation. A permit from the County Agricultural Commissioner's office to apply any restricted use pesticide must be obtained, and a notice of intent shall be filed at least forty-eight (48) hours before applications with the Los Angeles County Agricultural Commissioner's office as per State and County guidelines.

- 12.9 The Contractor shall supply proper materials, licensed personnel, obtain required permits, licenses, registrations, pest control advisor recommendations in compliance with City, County, State and Federal regulations and laws. Copies of all County and State licenses, registrations, and permits required shall be supplied to the Park Supervisor on an annual basis. Contractor will assume responsibility and liability for the use of all chemicals and their applications. There shall be no applications of a pesticide without written permission from the City.

13 REPLACEMENT OF PLANT MATERIALS

- 13.1 The contractor shall replace all plant material that has died because of lack of proper maintenance. This material includes turf, ground cover, shrubs and trees.
- 13.2 Any plant having had one-half or more of its foliage die back shall be considered dead; the Contract Administrator shall determine if a plant is dead, what plant replacement if any should be made, and shall notify the contractor of such.

14 GENERAL MAINTENANCE, INSPECTION AND LITTER CONTROL

- 14.1 All trimmings, woodcuttings, trash, rubbish and debris shall be promptly removed and disposed by Contractor from the site during regular work schedule. All areas shall remain free of trash and debris.
- 14.2 All lawns, ground cover areas, areas around shrubs and trees next to buildings, fences, benches, sidewalks, tot lots, curbs and gutters shall be kept free from weeds, litter, rocks, glass and debris.
- 14.3 All cracks in sidewalks, curbs, street gutters and other areas shall be kept weeded.
- 14.4 Any eroded City right of ways, parking lots, trails, native and non native landscape, etcetera, shall be repaired by the replacement of same type of eroded material to bring them back to original condition and grade by the contractor.

15 DAILY LITTER AND TRASH CLEANUP

The following tasks shall be performed at all city park sites five (5) days per week, Monday through Friday.

- 15.1 Areas shall be policed and cleaned of debris and litter by the contractor daily. All hazards, potential hazards and damaged areas must be reported to the Director immediately.
- 15.2 Trash receptacles provided by the City and located at various sites shall be emptied daily. All trash, litter and debris collected from the park will be disposed of appropriately. Trash receptacles will be emptied as scheduled with clean liners provided. A three cubic yard dumpster will be provided by the City at Bluffs, Charmlee and Equestrian Parks for the disposal of normal trash and debris that will be emptied weekly at the City's expense. Large objects or excessive amounts of trash shall be removed by the contractor and disposed of in compliance with local ordinance. All green waste will be removed by the contractor for proper disposal and recycling.
- 15.3 Sidewalks and paved areas shall be swept and cleaned of any dirt or debris daily.

16 RUNOFF MITIGATION CONTROLS

- 16.1 Runoff containing sediment, vegetation, construction waste, and other pollutants from landscape sites, public right of ways and parking areas shall be retained and controlled on site to the maximum extent practicable.
- 16.2 Any sediment or other materials which are released from the site shall be removed and properly disposed of the same day or as soon as practicable. Where determined necessary by the Director of Public Works or his or her designated representative, a temporary sediment barrier shall be installed.
- 16.3 Excavated soil located on site shall be controlled using best management practices to eliminate any material or sediment from running into the street or adjoining properties.
- 16.4 Wash downs of trucks or other equipment is prohibited.

Policy # 49 – Integrated Pest Management Policy (IPM)

Purpose: To establish best management practices for controlling pests that are harmful to the health, function or aesthetic value of park landscapes in an efficient, effective, and environmentally responsible manner, while paying careful attention to public safety.

Policy Statement:

IPM is a coordinated decision-making and action process that uses the most appropriate pest control methods and strategies in an environmentally and economically sound manner to meet pest management objectives. The elements of integrated pest management include: (a) preventing pest problems; (b) monitoring for the presence of pests and pest damage; (c) establishing action thresholds to determine when control measures and treatment strategies shall be implemented; (d) apply control measures using biological, cultural, mechanical and pesticidal control methods based on ecological impact, feasibility and cost effectiveness; and (e) evaluating the effects and efficacy of pest treatments.

Implementation:

1. City Policy

- A. Under this IPM policy, the City commits to implementing best management practices to reduce or eliminate the use of pesticides whenever feasible through the basic IPM principles as described below.
 - 1) Prevention – The first line of pest control is through policy implementation and thoughtful planning.
 - 2) Action Thresholds – The tolerance threshold level is the point when pest populations or environmental conditions indicate when control actions are to be taken.
 - 3) Identification and Monitoring – Identify pests and monitor them so the appropriate control decisions can be made in conjunction with action thresholds.
 - 4) Control Measure – Pest treatment strategies implemented to control pests through cultural, physical, biological or chemical control measures with a minimum impact on health, safety, the environment and non-target organisms.

- 5) Evaluate the effects and efficacy of control measures. After a control method is implemented, the efficacy of the treatment is evaluated. Based on this evaluation, methods will be modified in an effort to continually improve outcomes and refine best management practices.

2. Designation of IPM Coordinator

The City of Malibu shall designate the Parks Recreation Director to serve as the IPM Coordinator to oversee implementation of this policy. This person will be the primary contact for all matters related to pest control for the city and act as a liaison between the city departments and pest management professionals. The IPM Coordinator will serve as a contact for the public seeking information about pesticide use or other pest management practices. The IPM Coordinator will also be responsible for the developing and maintaining an IPM Operations Manual for the City.

Date Adopted: October 28, 2013

City of Malibu

Integrated Pest Management Program

Introduction

The purpose of the IPM Program (IPM) is to establish and implement best management practices for controlling pests that are harmful to the health, function or aesthetic value of park landscapes in an efficient, effective, and environmentally responsible manner.

IPM is a coordinated decision-making and action process that uses the most appropriate pest control methods and strategies in an environmentally and economically sound manner to meet pest management objectives.

Under the IPM policy, the City commits to implementing best management practices to reduce or eliminate the use of pesticides whenever feasible through the basic IPM program principles as described below.

- 6) Prevention – The first line of pest control is through policy implementation and thoughtful planning.
- 7) Action Thresholds – The tolerance threshold level is the point when pest populations or environmental conditions indicate when control actions are to be taken.
- 8) Identification and Monitoring – Identify pests and monitor them so the appropriate control decisions can be made in conjunction with action thresholds.
- 9) Control Measure – Pest treatment strategies implemented to control pests through cultural, physical, biological or chemical control measures with a minimum impact on health, safety, the environment and non-target organisms.
- 10) Evaluate the effects and efficacy of control measures. After a control method is implemented, the efficacy of the treatment is evaluated. Based on this evaluation, methods will be modified in an effort to continually improve outcomes and refine best management practices.

Integrated Pest Management Methodology

The IPM is a pest management strategy that focuses on long-term prevention or suppression of pest problems through a combination of integrated techniques such as policy implementation, planning, monitoring for pest presence and establishing treatment threshold levels, improving sanitation, and employing mechanical and physical controls. Pesticides that pose the least possible hazard and are effective in a

manner that minimizes risks to people, property, and environment, are used only after careful monitoring indicates they are necessary.

Methodology

- 1) IPM Policy – Establish best management practices to control pests that are environmentally sensitive, effective and financially feasible.
- 2) Design and Plant Selection – Incorporate landscape designs and plant selections that minimize pest management issues.
- 3) Cultural Practices – Maintain cultural practices that establish healthy landscapes and assist in maintaining their resistance to pest problems.
- 4) Physical Controls – Employ mechanical and physical methods to manage pests.
- 5) Biological Controls – Where applicable, introduce natural predator of pest as biological control and minimize disruption of natural pest controls that may be present.
- 6) Chemical Controls – Use of the least toxic naturally and synthetically derived pesticides available when non-chemical alternatives prove to be ineffective or cost prohibitive.

Selection Criteria for Pest Management Method

In selecting a pest management method all personnel shall consider the following factors and any additional factors relevant to the selection.

- 1) Nature of the site
 - Susceptibility to erosion and potential soil movement from water runoff
 - Intended use and function of the landscape
 - Feasibility of the control method, site location and scope of the problem
 - Relative importance and public expectation of the site and plantings
 - Site conditions such as soil type, grade, drainage patterns, and presence of surface water
- 2) Possible health and safety effects – Consider both short and long-term toxicological properties and any other related potential health effects of the materials or methods, both to the applicator and the public
 - Equipment operation safety issues for both the operator and the public
 - Worker safety and worker injury issues involved with carrying out the method

- 3) Possible environmental effects – Consider both acute and chronic toxicity and related potential effects of the material or method to non-target organisms including mammals, birds, amphibians, fish, invertebrates and other organisms
 - Environmental effects from potential bioaccumulation
 - Potential impacts to non-target plants and other organisms from materials or methods
 - Potential impacts to federally listed threatened or endangered species
 - Possible introduction or establishment of invasive plants
- 4) Costs – Short and Long Term Financial Impacts
 - Costs of the material or method
 - Application and labor costs
 - Length and quality of pest control
 - Feasibility of using a particular method or product
- 5) Characteristics of the Product
 - Target pests and target sites of the product being used
 - Possible residual effect, decomposition pathways, rates, and breakdown products
 - Volatility and flammability
 - Product formulation and package size
 - Leachability, solubility, and surface and soil bonding characteristics of the product
 - Ease of cleaning equipment after use
 - Positive and negative synergistic effects of pesticide combinations
- 6) Special Considerations
 - Application equipment availability
 - Method of delivery
 - Weather conditions
 - Previous pesticide applications to the site and the interval between treatments
 - Possible development of pest resistance to a particular management method or material
 - For natural area invasive plant removal, the presence of nesting birds in area to be treated

Designation of IPM Coordinator

The Parks Recreation Director shall serve as the IPM Coordinator responsible for oversight and implementation of the IPM Program. This person will be the primary contact for all matters related to pest control for the city and act as a liaison between the city departments and pest management professionals. The IPM Coordinator will be the primary contact for the public seeking information about pesticide use or other pest

management practices. The IPM Coordinator will also be responsible for the developing and maintaining an IPM Operations Manual for the City.

Responsibilities of IPM Coordinator

- 1) Serve as the primary contact for pest control on city property for all city staff and officials; organize IPM trainings for city staff as needed;
- 2) Maintain written records of cultural practices, mechanical control, prevention strategies and other non-toxic pest control activities as well as pesticide use, including requests for Limited Use Exceptions;
- 3) Develop and maintain an Integrated Pest Management Operations Manual including standardized documentation sheets for use in tracking pest populations, pest control actions and effectiveness reports.
- 4) Work with city staff and contractors to maintain and update those sheets;
- 5) Develop and maintain a list of pesticides that may be used by the City, make it available to the public on the city website, and update it annually;
- 6) Create standardized signage for use in public notification. Signage will include date of application, the name and type of product used, the signal word, the active ingredient(s) and a contact phone number where the public may call to obtain information or the website address here the public can access the information on the pesticide application;
- 7) Provide information to the public on pest control and IPM on the Parks Department's webpage and update it regularly, including the list of allowed pesticides and their active ingredients and inert ingredients, advance posting of pending pesticide applications by location, links to this IPM policy, and contact information for the IPM Coordinator;
- 8) Evaluate the IPM Program on a regular basis;
- 9) Ensure that pest management practices carried out by city staff and contractors are consistent with the IPM Policy;
- 10) The IPM Coordinator shall work with City staff or contractors to regularly monitor city property for pests.

Pest Management Planning

Assessment of Condition or Need

The IPM Coordinator and other City staff or contractors shall set action thresholds specific to the types of properties and pests identified, work to prevent pests, evaluate and document management of City properties.

Guidelines for Pest Treatment

If it is determined that treatment is needed, the following criteria hierarchy is used in determining the appropriate strategy:

- 1) Least disruptive of natural controls;

- 2) Least hazardous to human health;
- 3) Least toxic to non-target organisms;
- 4) Protective of wildlife and the native habitat
- 5) Least damaging to the ocean, streams and the natural environment;
- 6) Cultural, biological and mechanical solutions have been considered and evaluated;
- 7) Prior treatments used on site to control the pest and an evaluation of the success of that approach;

Contracts, Notification and Recordkeeping

Contracts

All contractors who manage pests on city owned property shall be required to adhere to the guidelines established in the city's IPM policy and pest management plan. The IPM Coordinator shall develop contracts that reflect this policy and selection of contractors will target those who can and will comply with this IPM policy.

Notification

The City shall provide public notification (as required) of use of pesticides in the following manner:

- 1) Signs of a standard design and 8.5 inches x 11 inches in size, easily recognized by the public and workers, shall be posted at regular public access points to the targeted area according to product requirements in advance of application and remain in place per product label instructions after application.
- 2) Signage shall also comply with any applicable State/Federal law and product label instructions.
- 3) Signs shall contain:
 - Trade name, active and inert ingredients of the pesticide product;
 - Target pest;
 - Date of posting;
 - Dates of anticipated pesticide use and date of actual pesticide use;
 - Signal word (keep of reach of children, caution, warning, and danger) indicating the toxicity category of the pesticide product;
 - Date for re-entry of staff and the public to the treated area, if applicable;
 - Name and contact number for the IPM Coordinator.

Recordkeeping and Reporting

The IPM Coordinator shall keep written records, available to the public, of all pest management activities, including any commercial pesticide applications, restricted pesticide applications and non-pesticide methods, including no-action, used to control or prevent pests for at least two years.

Community Outreach and Education

City Website

- 1) IPM Policy
- 2) List of pesticides used by the City
- 3) Product label for listed pesticides
- 4) References for pesticide use and disposal
- 5) Listing of community based environmental workshops

City Sponsored Workshops

Periodically the City will offer public workshops to demonstrate integrated pest management techniques that can be implemented to safely use, reduce or eliminate pesticides in managing residential landscape areas.

City of Malibu
Parks and Recreation Department

Integrated Pest Management
Pesticide Use List

Commercial Name	Common Name	Type	Category	Characteristics
Roundup Pro	Glyphosate	Herbicide	3	Post emergent, non selective
Speedzone	2,4-D, 2-ethylexyl ester	Herbicide	3	Post emergent, selective
Fusilade II	Fluazifop-P-butyl	Herbicide	3	Post emergent, selective
Dimension 270G	Dithiopyr	Herbicide	3	Pre-emergent, non selective
Fumitoxin	Aluminum phosphide	Burrowing pests	1	Fumigant

Category	Signal Word	Signal Word Descriptions
Category 1	Danger	<p>DANGER. This pesticide product is highly toxic by at least one route of exposure. It may be corrosive, causing irreversible damage to the skin or eyes. Alternatively, it may be highly toxic if eaten, absorbed through the skin, or inhaled. If this is the case, the word "POISON" must also be included in red letters on the front panel of the pesticide product label.</p> <p>WARNING. Indicates the pesticide product is moderately toxic if eaten, absorbed through the skin, inhaled, or it causes moderate eye or skin irritation.</p> <p>CAUTION. Means the pesticide product is slightly toxic if eaten, absorbed through the skin, inhaled, or it causes slight eye or skin irritation.</p>
Category 2	Warning	
Category 3	Caution	