

OAKLEY



CALIFORNIA

Request for Proposals

September 14th, 2018

The City of Oakley invites **Proposals** from qualified landscape maintenance contractors for Park and Landscape Maintenance Services in accordance with the specifications, conditions, and proposal instructions set forth in this RFP, for the publicly maintained *landscaping, parks, street medians, open spaces, and right-of-ways for the various Landscape and Lighting Zones, Community Facility Districts, and City-Wide Parks*, throughout the City.

Proposals will be accepted until 2 PM, Monday, October 22, 2018
at 3231 Main Street, Oakley, CA 94561

For more information contact:

Jesse Dela Cruz
Park and Landscape Superintendent
City of Oakley
925-625-7015
delacruz@ci.oakley.ca.us

PARKS AND LANDSCAPE DIVISION MISSION STATEMENT

The mission of the City of Oakley Parks and Landscape Division is to provide clean, safe, well-maintained, inviting, and sustainable parks, landscape areas, and recreation facilities for the enjoyment of Oakley residents and visitors.

The Division and Staff values public service, people, teamwork, innovation, quality, integrity, excellence, and the environment.

The mission statement sets a tone for understanding the direction, expectations and desired results of contracted landscape maintenance services.

INTRODUCTION / BACKGROUND:

The City of Oakley, located in the eastern region of Contra Costa County between the City of Brentwood and the City of Antioch, has been incorporated since 1999. The City strives to provide the best possible services to the residents in the most efficient methods possible.

The City of Oakley utilizes services of contractors for its park and landscape maintenance needs and is seeking to renew and expand the routine services.

The City of Oakley funds its parks and landscape maintenance program with revenues provided from the City of Oakley Street Lighting and Landscape Assessment Districts (LLD) and Community Facility Districts (CFD). The Lighting and Landscape District includes Zone 1 which provides funding for community parks and arterial median landscaping. Zone 3 includes twenty-six (26) sub-zones that provide funding for neighborhood Parks and frontage landscaping. Each Zone and sub-zone has its own budget.

Since each LLD Maintenance Zone has its own individual budget and financial constraints, the City is requesting proposals with specific price quotes for each Zone, and individually breaking out some parks and landscape areas within a Zone for specific price quotes. Based on the price quotes and other criteria the City will determine which maintenance work will be contracted and award contracts.

CONTRACT PERIOD

The City wishes to establish a three (3) year fixed-price contract, with an option at the sole discretion of the City to extend for an additional two (2) year term thereafter. The extension shall be negotiated upward or downward. The City will not accept a price adjustment of an extended term that exceeds five (5%) percent. The initial intended contract period, once awarded by the City Council, is proposed to be from January 1, 2019 through December 31, 2022.

DESCRIPTION OF CRITERIA AND SELECTION PROCESS:

As part of the RFP evaluation process, the City will consider and evaluate the proposals that are received based on the following criteria:

- ❖ Quality and completeness of the proposal
- ❖ Experience, capabilities, and technical resources of the contractor
- ❖ Staff and subcontractors qualifications, experience, and reputation
- ❖ Materials, equipment, and services to be provided
- ❖ Cost/Price
- ❖ References
- ❖ Record of past performance and reference checking

The City of Oakley reserves the right to:

- 1) Accept or reject any or all Proposals or portions thereof;
- 2) The right is also reserved to waive any informalities or minor irregularities in this RFP;
- 3) Sit and act as sole judge of the merit and qualifications of services offered.
During the evaluation process the City may find it beneficial to request additional information.

Proposals that are incomplete or are not in compliance with these specifications will be rejected.

The finalist or finalists will be determined based on whose or which proposal(s) is/are the most advantageous to the City from the standpoint of suitability to purpose, quality, services, previous experience, price, and in the best interest of the City. **Note: This is not a “low bid contract” process.**

QUALITY MAINTENANCE WORK TO BE PROVIDED:

The frequency of service shall be determined by the City Maintenance Specifications and/or the Maintenance Level and Standards attached as Exhibits. In case of a conflict the higher standard shall be adhered to.

Work as specified in the Maintenance Specifications and the Maintenance Level and Standards shall include these elements:

- ❖ Hardscape Maintenance / Cleaning (Sweeping and/or blowing, of walkways, parking lots, tennis courts, basketball courts, skate parks, fences, and other hardscape surfaces in parks or landscape areas)
- ❖ Irrigation Operation and Maintenance (Automated or manual watering of turf, trees, shrubs, and plants; Inspecting, repairing adjusting, replacing irrigation equipment)
- ❖ Preventative Maintenance and Quality Assurance Inspections (Visual and physical examination of park or landscape area, equipment, or amenity to ensure compliance, safety, and proper operations)
- ❖ Rodent / Pest / Maintenance (Preventions, correction, and management of disease and/or insect in turf, trees, shrubs, floral plantings either by mechanical or chemical methods; includes pest control)
- ❖ Floral and Shrub Bed Maintenance (Watering, fertilizing, pest control, cultivation, weeding, planting, or removal of ornamental flowering bedding plants)
- ❖ Leaf Removal w/minor litter removal during landscape maintenance
- ❖ Graffiti / Vandalism Reporting
- ❖ Minor Tree Clearance and Tree Well Care
- ❖ Turf Grass Maintenance/Management (Mowing, aeration, reseeding, top dressing, weed control, renovation)
- ❖ Weed abatement

INFORMATION TO BE PROVIDED IN THE PROPOSAL:

The format of the RFP is at the contractor's discretion, but shall have the following information in two (2) separate envelopes turned in together as one package:

Envelope 1

1. Name of the company
2. Company address and contact information
3. Company history, years in business, and service philosophy
4. Staff information (biography/experience) on all management and supervising personnel that will be actively involved in the work for the City of Oakley
5. California State contractor's license(s)
6. List and contact information of previous clients and description of similar work provided and costs for work provided. City will perform reference checking.
7. After hours contact information for emergency services provided

Envelope 2

1. Completed Proposal Cost Totals form for total maintenance for the year at each District or Park/Landscape site (Use enclosed form for listing totals)
2. Provide a list of all work and frequency to be included in the yearly maintenance agreement (i.e....mowing, edging, fertilizing, aerating)
3. On separate sheet(s) of paper, provide a list of all work not included in yearly proposal (i.e....extra irrigation repair, flail mowing for weed abatement)
4. Describe your company's plan and strategy for maintaining irrigation systems and preventative measures taken to assure maximum efficiency.

Proposals must be delivered to the City of Oakley Public Works Department, 3231 Main Street, in sealed envelopes clearly marked, **"City of Oakley 2018 Landscape Maintenance Proposal"**

The City will not consider/accept late proposals.

TIME LINE

Request for Proposals advertised	September 14	2018
Pre-Bid Meeting - <u>9:00 am at City Hall</u>	October 3	2018
Request for Information (Final Day)	October 8	2018
RFP Due Date (Deadline for submittal) - <u>2:00 pm</u>	October 22	2018
Recommendation to City Council	November 13	2018
Start of Work	January 1	2018

INSURANCE REQUIREMENTS

Enclosed is a **sample copy only** of what a standard service contract with the City of Oakley is like.

The service contract is “**Prevailing Wage**” and **certified payroll documents** shall be maintained. Certified payroll documents shall be provided to the City upon request and/or may be required along with the monthly invoices.

All insurance requirements, including all required endorsements, are represented in the attached sample document. See attached.

MAINTAINING RECORDS/AUDIT

Contractor and its subcontractors shall establish and maintain records pertaining to this Contract. Accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time cards, invoices, receipts, vouchers, and other documents.

**CONTRACTING SERVICES AGREEMENT BETWEEN THE
CITY OF OAKLEY AND _____
FOR _____ MAINTENANCE WORK**

THIS AGREEMENT for contracted park and landscape maintenance services is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and (hereinafter referred to as "Contractor") as of _____ (the "Effective Date").

Section 1. ATTACHMENTS. The attached exhibits are made a part of this Agreement. Exhibit "A" contains the prevailing wage requirements. Prevailing wages are required in the performance of this Contract as set forth in Exhibit "A". Exhibit "A" contains the Hours of Work provisions, Exhibit "B" contains the Scope of Services and Compensation Schedule, Exhibit "C" contains the Specific Insurance Requirements, and Exhibit "D" contains the Verification of Required Insurance. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the City the services described in Exhibit "B" at the place(s) and in the manner specified therein.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **DATE XX, 201_**, and Contractor shall complete all the work described in Exhibit B prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8. The City reserves the right to extend the contract an additional two years from the original completion date for a revised completion date of _____.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards and specifications stated and as observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. Contractor shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. If conflict exists between standards and specifications the more strict of the two shall be adhered to.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Contractor's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed _____ DOLLARS (\$) _____) annually as described in Exhibit B, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Name of company and remittance address;
- Name and telephone number of contact for billing inquires;
- The beginning and ending dates of the billing period (Date(s) of work performed);
- A Task Summary containing the original contract amount, the amount of prior billings with dates, and the total due this period.
- Itemized - City Maintenance Zone Number listed/line item by cost; City Maintenance Area Description listed/line item by cost. City Billing/Coding Number listed for each billed item.
- Attachment of approved proposals to monthly invoice if extra work (separate from regular maintenance work payment schedule) was performed.
- The Contractor's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above and in the exhibits to pay Contractor.

2.3 Total Payment. City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.4 **Extra Work / Non-Contractual Work.** Any work not specifically included in Exhibit B that is either required to be done for Contractor to do proper maintenance or is a recommendation by the Contractor, shall be submitted in writing to the City prior to start of work, and no work shall commence until signed approval is provided by the City to the Contractor for said work. All cost proposals shall be listed as a Time and Materials work with each line item listed for each material cost and labor costs, unless otherwise requested by the City.
- 2.5 **Payment of Taxes.** Contractor is solely responsible for the payment of employment and income taxes incurred under this Agreement and any similar federal or state taxes.
- 2.6 **Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.7 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Contractor's use while meeting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

- 3.1 **Recycling Requirements.** Contractor agrees to comply with all City recycling requirements, and as set forth in the Oakley Municipal Code, including, but not limited to:
 - a. **Construction and Demolition.** Contractor must contact a customer service representative (CSR) at Oakley Disposal Service, Inc. to arrange for service for any and all construction and demolition work to be performed as part of this project unless Contractor has been approved by the City as a "self-hauler" as defined in Oakley Municipal Code §4.20.308. The CSR will ask if the drop box contains recycle material and will direct the Contractor to drop the construction and demolition debris, including dirt and cement, to a permitted processing facility. The Contractor must indicate on their order form, by checking the applicable box, that they need documentation to comply with the Oakley Municipal Code. This

documentation must be provided to the City within ten (10) days of receipt of said documentation by Contractor.

b. Commercial Self-Haul. Business self-haul materials are accepted at various Oakley Disposal Service, Inc. local facilities for recycling and include, but are not limited to, wood, inerts, metals, tires, greenwaste, plastics, cardboard, mattresses, foam padding, propane tanks, e-waste and appliances. Contractor agrees to drop any and all business self-haul materials at a site designated on the website www.cccounty.us/depart/cd/recycle/.

c. Road Maintenance and Construction Projects. Contractor agrees to recycle greenwaste, asphalt, concrete and metal from any and all road maintenance and construction projects at Oakley Disposal Service, Inc. designated locations.

d. Office Recyclables. If Contractor has an office, temporary office, or trailer within the City of Oakley, Contractor agrees to recycle all paper, cardboard, bottles, cans, and toner cartridges at Oakley Disposal Service, Inc. designated locations.

e. Special Waste Materials. Contractor shall dispose of inert materials, including, but not limited to, concrete, asphalt and rubber, at Oakley Disposal Service, Inc. designated locations. Shingles and wood waste shall be diverted to the Recycling Center and Transfer Station (RCTS) located at 3700 Loveridge Road, Pittsburg, CA 94565. Scrap metal shall be dropped off at a large-scale scrap metal recycle facility operating within Contra Costa County which may be found at www.ccrecycle.org.

f. Universal Waste. Contractor shall dispose of batteries, mercury containing devices and lamps, and certain consumer electronics at a recycling center designated by Oakley Disposal Service, Inc.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance as set forth in Exhibit C against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section; as set forth in Exhibit C and under forms of insurance satisfactory in all respects to the City. Contractor shall maintain the insurance policies required by this section and as set forth in Exhibit C throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Verification of the required insurance is attached and incorporated herein as Exhibit D.

4.1 Notice of Reduction of Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five (5) days after Contractor is notified of the change in coverage.

4.2 Variation. The City may approve a variation in the insurance requirements, upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

4.3 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES. Contractor shall to the fullest extent allowed by law, with respect to all Services performed in connection with the Agreement, defend with Counsel acceptable to the City, and indemnify and hold the City and its officials, officers, employees, agents, and volunteers harmless from and against any and all losses that arise out of, pertain to, or relate to negligence, recklessness, or willful misconduct of the Contractor ("Claims"). Contractor will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liability is caused by the sole negligence, active negligence, or willful misconduct of the City.

With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against the indemnitees.

However, notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties on Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Section 6. STATUS OF CONTRACTOR.

6.1 Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and

subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Contractor No Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

8.6 Options upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

- Immediately terminate the Agreement;
- Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- Retain a different Contractor to complete the work not finished by Contractor; or
- Charge Contractor the difference between the cost to complete the work that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Contractor's Books and Records.** Contractor and its subcontractors shall establish and maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement. Accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time cards, invoices, receipts, vouchers, and other documents.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.1.1 Dispute Resolution.** The Contract Administrator is empowered to issue orders and instructions to Contractor to effectuate the performance of the work and to ensure that the work complies with this Agreement. If Contractor receives a written direction or order from the Contract Administrator that the Contractor believes is inappropriate or not within the scope of work under this Agreement, the Contractor may appeal the Contract Administrator's order to the City Manager. Any such appeal must be filed within ten (10) business days after receipt of the contested order. The Contractor shall continue performing the work under the Agreement

until the appeal is determined. In the event of any dispute between Contractor and the City, before either party may commence litigation to resolve such dispute, the matter shall be referred to nonbinding mediation. Each party shall bear its own costs and expenses for participation in the mediation, and each pay an equal share of the mediator's fees. In the event that the parties are unable among themselves to appoint a mutually satisfactory mediator, the matter shall be submitted to the Walnut Creek office of JAMS*ENDISPUTE and a panelist shall be assigned by the administrator of that office.

- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 Solicitation. Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by the City Engineer/Public Works Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Contractor shall be sent to:

Contact Person, Title
Contractor Name
Street Address
City, State, Zip Code

Any written notice to City shall be sent to:

City of Oakley
Attn: City Engineer/Public Works Director
3231 Main Street
Oakley, CA 94561

10.11 Integration. This Agreement, including the Scope of Work, Compensation Schedule, Insurance requirements, and Verification of Required Insurance attached hereto and incorporated herein as Exhibits A, B, C, and D, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.13 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and the party will be bound by such signature.

The Parties have executed this Agreement as of the Effective Date.

CITY OF OAKLEY

CONTRACTOR

Bryan Montgomery, City Manager

Name, Title

Attest:

Libby Vreonis, City Clerk

Approved as to Form:

Derek Cole, City Attorney

EXHIBIT A

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the services shall constitute a legal day's work under this contract.

- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for All hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

- C. The Contractor and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services are to be performed for each craft or type of work needed to be published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services shall pay no less than these rates to all persons engaged in performance of the services.

- B. In accordance with Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services shall comply with Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the services that the Contractor or any subcontractor pays less than the specified prevailing wage or such other amount as may be designated in that section from time to time. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the

Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their obligations under the California Labor Code. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services.
 4. Prior to making final payment to the subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor

Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

- E. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the services to employ for the services any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

EXHIBIT B

SCOPE OF SERVICES AND COMPENSATION SCHEDULE

EXHIBIT C

SPECIFIC INSURANCE REQUIREMENTS

MAINTENANCE CONTRACTS

Contractor shall procure and maintain for the duration of the contract, and for two years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (i.e., \$4,000,000)
2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk (Course of Construction)** insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

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

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 forms if later revisions used).

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that notice will be provided to City in the event that policy is terminated. Contractor shall immediately notify City of any insurance cancellation or termination and shall provide replacement insurance policy documentation to the City.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mod exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Worker's Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received

and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG20 10 10 01 and CG 20 37 10 01..

Special Risks or Circumstances

City reserves right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

EXHIBIT D

VERIFICATION OF REQUIRED INSURANCE

Attachments

1. Proposal Cost Totals Form (Scope of Service and Compensation FY 18/19)
2. Future Add-Ons Form – Separate from bid
3. Example form for Other Costs/Rates

Scope of Service and Compensation FY 18/19

ESTIMATED ACREAGE

ZONE 3	ANNUAL COST	MONTHLY COST	CODING	STREETSCAPE	PARKS
3-1 STREETSCAPE			170-31-001-5300	3.43	
3-2 STREETSCAPE			171-31-002-5300	1.77	
3-3 STREETSCAPE			172-31-003-5300	0.04	
3-4 STREETSCAPE			173-31-004-5300	0.03	
3-5 STREETSCAPE + OAK GROVE PARK			174-31-005-5300	0.3	0.8
3-6 STREETSCAPE			175-31-006-5300	0.36	
3-7 STREETSCAPE			176-31-007-5300	0.11	
3-8 Claremont Bay Park and Bayview Dr parking lot			177-31-008-5300	0.02	0.25
3-9 STREETSCAPE			178-31-009-5300	0.44	
3-10 STREETSCAPE			179-31-010-5300	0.02	
3-11 STREETSCAPE			180-31-011-5300	0.13	
3-12 STREETSCAPE			181-31-012-5300	0.01	
3-13 STREETSCAPE			182-31-013-5300	0.3	
3-14 STREETSCAPE			183-31-014-5300	0.12	
3-15 STREETSCAPE + HOLLY CREEK PARK, HEATHER PARK (*in-house currently maintaining heather park and all streetscape)			184-31-015-5300	3.61	3.16
3-16 STREETSCAPE			185-31-016-5300	0.44	
3-17 STREETSCAPE + CREEKSIDE PARK, HARVEST			186-31-017-5300	0.63	3.05
3-18 STREETSCAPE + NUTMEG PARK			187-31-018-5300	2.12	2.56
3-19 STREETSCAPE + NUNN-WILSON PARK + KODA PARK			188-31-019-5300	1.63	3
3-20 STREETSCAPE + MARSH CREEK GLENN PARK			189-31-020-5300	0.31	2.4
3-21 STREETSCAPE			190-31-021-5300	0.33	
3-22 STREETSCAPE AND TRAILS + CYPRESS GROVE PARK, BRIARWOOD PARK + POND			191-31-022-5300	10.79	9.75
3-23 STREETSCAPE + LIVE OAK RANCH PARK; HEARTWOOD PARK; RIATA PARK; SHADY OAK PARK; SIMONI RANCH OPEN SPACE;			192-31-023-5300	2.87	10
3-24 STREETSCAPE			193-31-024-5300	0.9	0
3-25 STREETSCAPE + NOVARINA PARK; NOVARINA OPEN SPACE; MAGNOLIA PARK; DAFFODIL PARK; EMPIRE TRAIL			194-31-025-5300	5.16	8.83
3-26 Parks Only: MANRESSA PARK; LAKEWOOD PARK; SYCAMORE PARK; LAKESIDE PARK; LEEWARD PARK; SUMMER LAKE PARK; CATAMARAN PARK w/GREENBELT			195-31-026-5300	0.42	21.66
ZONE 1 AREA					
EMPIRE AVE MEDIANS			132-33-232-5300	0.72	
CROCKETT PARK			132-33-233-5300	0.38	4.66
MAIN ST. NORCROSS TO 5th ST - CIP 165 A&B			132-33-234-5300	1.45	
MAIN ST. CORNER OF BIG BREAK TO VINTAGE			132-33-234-5300	1.44	
MAIN STREET @ Neroly CENTER MEDIAN			132-33-234-5300	0.19	
Main St. Parking Lot - between 3rd & 4th st.			132-33-234-5300	0.05	
MAIN ST. PARK @ Gardenia			132-33-234-5300	0.34	0.4
LAUREL BALL FIELDS PARK			132-33-235-5300	1.55	13.63
FREEDOM BASIN PK			132-33-236-5300	0.86	8.46
LAUREL ROAD ROW STREETSCAPE + LR EXT			132-33-237-5300	0.75	
Dewey Park + White House 204 2nd st.			132-33-238-5300	0.01	0.17
CIVIC CENTER; +CIVIC CENTER PARK			132-33-238-5300	1.4	7.15
MARSH CREEK TRAIL HEAD Parking Lot@ CYPRESS			132-33-241-5300	0.03	
HIGHWAY 160 OFF-RAMP - Includes near Carl's Jr			132-33-242-5300	2.25	
NEROLY ROAD STREETSCAPE			132-33-243-5300	0.19	
O'HARA AVE STREETSCAPE			132-33-244-5300	1.25	
C.A.M.					
Pompeii			138-82-003-5300	0.01	
Shopping Ctr/Main St. (Not part of an LLD Zone)			138-82-002-5300	3.25	
CFD/TAX ZONE					
CFD 2015-2 Tax Zone 1 (Prescott)			402-34-801-5300	1.01	
TOTAL	TOTAL ANNUAL COST	TOTAL MONTHLY COST		53.42	99.93

FUTURE ADD ONS - SEPARATE FROM BID

PLEASE PROVIDE PRICING UTILIZING PROVIDED MAPS OF FUTURE & EXISTING IMPROVEMENTS

ESTIMATED ACREAGE

City to add to contract once it attains ownership of these sites.

CFD/TAX ZONE	ANNUAL COST	MONTHLY COST	CODING	STREETSCAPE	PARKS
CFD 2015-1 Emerson				8.54	5.04
CFD 2015-2 Tax Zone 7 (ASPEN LANE)				0.44	
CFD 2015-2 Tax Zone 8 (DUARTE RANCH)				2.15	2.07

OTHER COSTS/RATES

Rate quoted shall include all Contractor costs for wages, insurance, overhead and equipment

<u>ITEM</u>	<u>QUANTITY</u>	<u>COST PER QUANTITY</u>
Weed removal/abatement of open lot/field- by tractor (ie...flail mower or disking)	Per Square Foot	
	Per Acre	
Chemical spraying of open lot/field for weed abatement	Per Square Foot	
	Per Acre	
Chemical spraying of undeveloped landscape planters or medians	Per Square Foot	
	Per Acre	
Irrigation Tech	Per Hour	
Irrigation Helper	Per Hour	
Turf Aeration	Per Square Foot	
	Per Acre	
Turf Fertilization	Per Square Foot	
	Per Acre	
Turf Renovation (site prep, Seeding and top dressing)	Per Square Foot	
	Per Acre	

EXHIBIT B

MAINTENANCE SERVICE LEVEL

Maintenance Level (Medium/Moderate) of Service

Overview of primary maintenance tasks and service levels which shall be provided by the Contractor.

- 1) Turf Grass - Mowing; Edging/Trimming; Fertilization; Weed Control; Pest Control; Aerating/Top Dress/Overseeding
- 2) Shrub Beds - Pruning; Fertilizing; Weed Control; Pest Control; Chemical Control of Growth
- 3) Tree Care - Skirting of Lower Limbs; Pruning for Safety and/or street/walkway clearance; Tree Stake/Strap Inspect and Report; Tree Wells
- 4) Irrigation - Inspection; Repair; Controller Scheduling
- 5) Restrooms - Inspect and Report
- 6) Drinking Fountains - Inspect and Report
- 7) Playground Inspections - Debris Removal; Rake Fall Material; General Safety/Vandalism Inspect and Report
- 8) Litter/Trash/Debris/Graffiti - Removal of litter/trash/debris; inspect and report graffiti and vandalism
- 9) Hard Surfaces/Play Courts/Fencing - Litter & Weed removal; Clean/Blow; Inspect and Report Damage/vandalism/graffiti
- 10) Weed Control - Control of all Weeds in Landscaped and Non-Landscaped Areas
- 11) Pest Control - Control of All Weeds in Landscaped and Non-Landscaped Areas; Control of all pests including insects, rodents, fungi, and diseases in landscaped and non- landscaped areas
- 12) Preventative and Safety Checks - Check All Sites for Safety & Vandalism; Report to City

MEDIUM/MODERATE LEVEL OF SERVICE

1) TURF MANAGEMENT:

Mowing to be performed, as weather allows, one time per week during active growing seasons of March through October, and once every other week from November through February. Mowing height to be between 2" - 3" inches high.

Edging to be done one time per week during the active growing season of March through October, and once per month from November through February.

Weed control to be done for control of warm and cool season weeds in turf as needed.

Pest control to be done as needed to control/prevent all pests in turf. Any damage done by pests is to be repaired.

Fertilizing to be done minimum of two times per year and maximum of one time per month for proper health of turf areas. Contractor may wish to consider application of fertilizer with a pre-emergent weed control. Fertilizing shall be done as to provide a healthy, uniform, deep green color. Fertilizer type and rates to be applied per attached recommendation or approved equal.

Aerating to be done one time per year.

Safety checks to be done monthly with holes or divots filled with soil as needed for safety. Regrading/renovation of areas to be done on an as needed basis. (Examples: Holes created by outfielders or wear and tear from soccer play usage; field sinkage, etc)

2) SHRUB BEDS:

Pruning of shrubs to be done 2 to 4 times per year as needed to keep a neatly maintained appearance and size. Chemical growth regulators to be used as needed to assist in control of plant growth and appearance and size.

Weeds to be removed or prevented as needed by means of chemical, manual or biological control. Shrub beds to be kept weed free (weeds not to be allowed to grow above six inches in height or to be more than 10% of the shrub bed)

Pest control to be done as-needed to control/prevent all pests on or around the shrubs. Any damage to plants or soil, not attributed to the Contractor and needing replacement, must be addressed through and approved by the City.

Fertilizing to be done minimum of once per year and maximum of one time per month for proper health of shrubs areas. Fertilizer type and rates to be applied per attached recommendation or approved equal.

3) TREE CARE:

Pruning of trees to be done per ANSI 300 standards. Raising of the lowest branches are to be done as needed to maintain a minimum 8 foot clearance over walks and 14 feet clearance over bicycle lanes and streets.

Tree wells to be kept weed free and free of tree suckers. Preventive or removal of weeds is to be done by either manual, chemical or biological control methods. (Weeds are not to be allowed to grow above six inches in height or suckers allowed to grow above two feet in height)

Pest control to be done as needed for preventive or control of burrowing rodents in the trees per pest control advisor's recommendation. Recommendations for control of aphids and other seasonal pests and diseases are to be submitted in a timely manor to prevent health or aesthetic problems with the trees and neighboring residence. All other pests in trees to be controlled for health and safety of the trees on a case by case as needed basis and after extra work is approved by City

Fertilizing of trees is to be done as needed after extra work is approved by City.

4) IRRIGATION:

All irrigation systems are to be inspected (minimum) on a monthly basis. Checking for proper operation and adjustment should be done weekly.

Irrigation controller cabinets, well controller cabinets, and pump cabinets are to be kept clean and free of debris, sand or dust buildup, cob web buildup, and pests.

Controllers are to be programmed according to specific site conditions as needed for proper health of the plants without overwatering.

All repairs at and after the sprinkler valve also known as "Remote Controlled Valve" will be considered as part of the maintenance contract obligation and not as "Extra Work". Broken heads are to be repaired or replaced within 48 hours. All broken lateral lines are to be repaired within 48 hours. All mainline breaks are to be secured as soon as they are discovered and immediately reported to City. Repairs of mainline breaks are to be completed within 72 hours. Valves are to be repaired or replaced within 96 hours. Any holes dug to inspect or repair irrigation lines are to be covered with plywood and marked with a cone or barricade and cautioned off with caution tape when applicable. No holes are to be left longer than 96 hours unless approved by the City. Mainline repairs will be considered "Extra Work" and not part of the contract obligation. Only complete replacements of remote controlled valves will be considered as "Extra Work" and all remote controlled valve issues must be first approached with an attempt to repair the valve before replacement will be approved.

5) RESTROOMS:

Park restrooms are to be inspected for safety, vandalism, and working order during each scheduled site visit. Any issues found shall be immediately reported to the City.

6) DRINKING FOUNTAINS AND PARK FURNISHINGS:

All Park amenities are to be inspected for safety, vandalism, and working order during each scheduled site visit. Any issues found shall be immediately reported to the City.

7) PLAYGROUND INSPECTIONS:

Playgrounds are to be inspected no less than 2 times per week for unsafe/hazardous conditions, vandalism/graffiti, and loose debris in the play area. Engineered Wood Fiber or other loose fill material is to be raked smooth no less than 1 time per week with special attention to high use areas under swings and slides. Any issues found shall be immediately reported to the City.

8) TRASH/DEBRIS (Including glass):

The City has a separate contract with a Day Porter Services Provider. The Day Porter Services Provider is responsible for the litter pickup and garbage can cleaning/bag changing within the parks and sites listed on the attached maintenance service schedule. Landscape Maintenance Contractor is only responsible for cleaning up litter/debris that is present while they are performing landscape maintenance at the site. In essence, the landscaper should not trim a bush and leave garbage under it or mow a lawn without picking up the litter on the lawn. If the landscaper notices a mess in a location that they are not performing maintenance at, the landscaper should immediately contact the City to inform the City of the issue so that the City can respond.

9) HARD SURFACES/PLAY COURTS/FENCING:

All hardscape areas of a park are to be inspected no less than 1 time per week for safety and graffiti. All hazards are to be reported immediately to the City upon first discovering it provided the Contractor can not mitigate the hazard. If Contractor can resolve the hazard, the hazard and the method used to resolve the situation must be reported to the City within 24 hours. All hard surfaces shall be cleaned of loose debris a minimum of one time per week by use of blower, vacuum, broom, street sweeper or other mechanical means that removes debris from the surface. All graffiti/vandalism found shall be reported immediately to the City.

Surfaces shall include, but not be limited to sports courts (basketball or tennis courts), picnic pavilions, amphitheaters, skate park/areas, spray fountains, walkways, multiuse concrete pads, picnic areas, parking lots, seat walls, drainage ditches, baseball dugouts or maintenance areas.

Ballfields shall be inspected a minimum of once a week for holes or depressions and shall be filled in. Bleachers and player benches shall be inspected a minimum of once a week for unsafe/hazardous conditions.

10) WEED CONTROL:

Weeds in park turf grass areas are to be treated as needed to be kept weed free to 5% or less of turf area. All spraying to be done per a licensed pest control advisor's written recommendation and according to the chemical's approved California State label.

Weeds in shrub planters, tree wells or hardscapes are to be sprayed as needed with post and/or pre-emergent chemicals to keep weeds from germinating or getting no taller than 2 inches in height, and with the intent of keeping the sites as weed free as possible.

Weeds in crevices or seams at the base of exterior street median and planter curbs and gutters (edge of roadway) are to be treated as needed to be kept weed free.

11) PEST CONTROL:

All landscaped areas are to be treated for rodents or other pests as needed.

12) PREVENTATIVE AND SAFETY CHECKS:

Sites are to be formally inspected for general safety of users no less than 1 time per month for all aspects of the site. City is to be notified of all problems within 24 hours discovery.

General Notes:

Contractor shall perform the work with due care, in accordance with generally accepted practices for public landscape maintenance services.

A general overall goal for the City and the Contractor is to employ practices to reduce maintenance costs, reduce maintenance labor, minimize waste, enhance the aesthetic look of our landscape, and conserve water.

It is one of the Contractor's prime responsibilities to prevent loss of plants caused by pests, diseases, insects, soil conditions, nutrient, micro-climatic conditions, improper planting, or problems in watering.

Additionally, we hope the Contractor is constantly noting problems or potential problems that need to be discussed or addressed, along with potential improvements that will add to a patron's experience.

Attachments

1. Day Porter Maintenance Service Schedule
2. Turf Fertilizer Recommendation
3. Shrub Bed Fertilizer Recommendation

Day Porter Maintenance Services Provided By Others

ZONE	LOCATION	SCHEDULED SITE VISITS PER WEEK	Coding
3-5	OAK GROVE PARK	1	174-31-005-5380
3-8	CLAREMONT BAY PARK	1	177-31-008-5380
3-15	HEATHER PARK	1	184-31-015-5380
	HOLLY CREEK PARK	2	
3-17	HARVEST PARK	1	186-31-017-5380
	CREEKSIDE PARK	5	
3-18	NUTMEG PARK	1	187-31-018-5380
3-19	NUNN-WILSON PARK W/KODA	5	188-31-019-5380
3-20	MARSH CREEK GLENN PK	2	189-31-020-5380
3-22	BRIARWOOD PARK	2	191-31-022-5380
	CYPRESS GROVE POND	3	
	CYPRESS GROVE PARK	3	
3-23	RIATA PARK	1	192-31-023-5380
	HEARTWOOD PARK	1	
	SHADY OAK PARK	3	
	LIVE OAK RANCH PARK	1	
	SIMONI RANCH OPEN SPACE	2	
3-25	DAFFODIL PARK + Trail	1	194-31-025-5380
	MAGNOLIA PARK	3	
	NOVARINA PARK	3	
3-26	LAKEWOOD DRIVE PARK	1	195-31-026-5380
	SYCAMORE DRIVE PARK	1	
	MANRESA PARK	1	
	SUMMER LAKE	5	
	LAKESIDE PARK	1	
	LEEWARD PARK	1	
	CATAMARAN PARK + WLKWY	1	
Z-1	CIVIC CENTER and PARK	5	132-33-238-5380
Z-1	MAIN STREET PARK	2	132-33-234-5380
Z-1	Main ST CIP 165 AB and Parkinglot	2	
Z-1	CROCKETT PARK	5	132-33-233-5380
Z-1	FREEDOM BASIN PARK	3	132-33-236-5380
Z-1	LAUREL BALLFIELDS PARK	5	132-33-235-5380
Z-1	CYPRESS TRAIL HEAD	2	132-33-241-5380
CAM	OAKLEY PLAZA SHOPPING CTR	5	138-82-002-5380
	TOTAL		TOTALS

Scope of services include labor and equipment necessary to complete the following work :

- **Trash/litter/debris removal.** Walk the park/area and remove loose litter and trash, such as papers, cans, bottles.
- **Empty Trash receptacles.** Remove all waste from trash containers, replace liners and dispose of trash collected in the garbage dumpster.
- **Restroom maintenance (when applicable).** Clean interior of restrooms, including toilets, sinks, walls, floor, mirrors, and restock toilet paper.
- **Drinking fountain (when applicable).** Clean and sanitize.
- **Supply all tools, supplies, and safety equipment needed to perform work.** Liners, toilet paper, cleaning solutions, sponges, mops, gloves, etc.
- **Report Graffiti, Vandalism or Damage** to proper entity.



Customer :	City of Oakley
Contact:	Jesse Dela Cruz
Phone:	
Site:	Turf
Area (acres):	

Lesco Sales Person info
Contact: Jorge Garcia
Date: 9/10/2018
Phone: 916-997-2653
Fax:

**TURF & ORNAMENTAL
PROGRAM PLANNER**

Product Description	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
1) 24-5-11 50% PP			3 week									
2) 44-0-0 SL 100%PP						1 week						
3)												
4)												
5)												
6)												
7)												
8)												
9)												
10)												

	%N	%P	%K	Micros	# apps	acres /app	bag size #	% NPK	#'s of npk/M	#'s/M sq.ft.	bags per app.	total bags
1)	24	5	11	2Fe - 1Mn	1	1	50	24	1	4.17	4	4
2)	44	0	0		1	1	50	44	1.5	3.41	3	3
3)												
4)												
5)												
6)												
7)												
8)												
9)												
10)												

Notes:

Original program.



Customer :	City Of Oakley
Contact:	Jesse Dela Cruz
Phone:	
Site:	Ornamentals
Area (acres):	1

Lesco Sales Person info
Contact: Jorge Garcia
Date: 9/10/2018
Phone: 916-997-2653
Fax:

**TURF & ORNAMENTAL
PROGRAM PLANNER**

Product Description	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
1) 14-14-14				X								
2)												
3)												
4)												
5)												
6)												
7)												
8)												
9)												
10)												

	%N	%P	%K	Micros	# apps	acres /app	bag size #	% NPK	#'s of npk/M	#'s/M sq.ft.	bags per app.	total bags
1)	14	14	14	.45Fe - .45Mn	1	1	40	14	0.75	5.36	6	6
2)												
3)												
4)												
5)												
6)												
7)												
8)												
9)												
10)												

Notes:

Original program.

EXHIBIT C

City of Oakley

Parks and Landscape Maintenance Contract General Specifications

It is the intent of these specifications (along with the defined service levels and other standards listed in the RFP) to present and maintain all areas as outlined in a professional, safe, clean, aesthetically pleasing, orderly, usable, and thrifty manner.

Note: The City reserves the right to make additions, deletions, revisions, and/or otherwise modify the Parks and Landscape Maintenance Contract General Specifications. Any change that causes the Contractor to suffer additional expenses may be negotiated upon written justification.

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Section 1Summary of Work
Section 2Definitions
Section 3Meetings and Schedules
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Section 8Tree Management
Section 9Weed Control
Section 10Pest and Disease Control
Section 11	.....Irrigation Management
Section 12	.....Walking Paths and Other Hardscape Areas
Section 13	.....Playground Maintenance and Inspection
Section 14	.....Restroom Inspection
Section 15	.....Special Projects/Extra Work
Section 16	.....Storage of Equipment
Section 17	.....Uniforms, Advertisement, Appearances, Solicitations
Section 18	.....Notices and Penalties for Non-Performance; Termination
Section 19	.....Work force; Background Checks
Section 20	.....Call Out
Section 21	.....Liability for Damage Caused by Contractor

SUMMARY OF WORK

1.1 SUMMARY

- A. Sites are to be walked with contractor and or City representative to identify any deficiencies in site conditions that need to be addressed before the start of the maintenance contract, unless otherwise approved by the City. Conditions to be noted include but are not limited to existing broken irrigation, shrubs or trees not to specified maintenance levels, turf conditions not to specified maintenance levels, rodent damage, safety issues or concerns by contractor or City representative and other issues.
- B. Drawings, general provisions of the Contract, Federal/State/Local laws and ordinance governing related work, and City Parks and Landscape Maintenance Specifications apply to this Section.
- C. Prevailing wage shall apply to all labor for the contract as determined by the Director of the California Department of Industrial Relations. The City shall upon its own action or written request of an authorized representative of the Department of Labor, withhold any amount necessary to pay any laborer on the site, the contract amount. In the event of failure to pay any laborer working on the site, all or part of future payments by the City may be suspended until such violations have ceased.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work for this contract consists of the maintenance and repair of City landscaping on City property as assigned by the contract. Work shall be performed in accordance with professional standards accepted in the industry in a workmanlike manner.
- B. The work, as covered by the contract, specifically includes all work as represented by the Landscape Maintenance Specifications and/or Maintenance Contract Standards and subsequent work as authorized by signed work orders.
- C. Any work required within the assigned area of work and not specifically described in the Contract Specifications and/or in the Landscape Maintenance Standards, needs written approval by a City Representative prior to commencement of work and done at the or greater than described standards.
- D. Provide all labor, equipment, and materials required to provide required maintenance work at approved standard and frequency. The extent of the work, as indicated in the Landscape Maintenance Standards and/or Contract Specifications, shall include all that may be reasonably inferred to be required for the proper level of maintenance service.

- E. Should the Landscape Maintenance Standard or the Contract Specification contradict themselves, Contractor shall provide the more stringent or higher quality of service, unless otherwise accepted in writing by the City.
- F. Contractor is required to meet all Federal, State, Regional, Local government laws and regulations that govern any and all aspects of the work including but not limited to DOT regulations on traffic controls for safety of workers; OSHA or Cal-OSHA regulations on personal protective equipment and worker training.
- G. Contractor shall at no additional cost, fully cooperate and respond, to assist and repair malfunctioning irrigation systems on a 24 hour basis, seven days a week.
- H. Contractor shall coordinate work with the City to prevent conflict with City recreation programs, activities and events occurring at City facilities maintained by the Contractor.

Work by City Forces: The City reserves the right to perform any repair or construction work it deems advisable, including normal routine maintenance contemplated, with its own labor and equipment and/or through a third party.

SECTION 2

DEFINITIONS

2.1 DEFINITIONS

- A. The terms “Owner”, “City”, and or “City Representative”, where used herein, shall mean the City of Oakley and/or specified person(s) as a City of Oakley representative. The “City Representative” shall usually mean Parks and Landscape Division Manager or his/her designated representative.
- B. The term “Contractor”, where used herein, shall mean the primary contractor as specified in the signed contract and any or all subcontractors used by the primary contractor to perform assigned work as required in the contract, maintenance standards or contract standards.
- C. The terms “authorized”, or “approved”, where used herein, shall mean accepted for general conformance with the general concept and general compliance with the information included in the Contract Documents, Maintenance Contract Specifications, and Landscape Maintenance Standards.
- D. The terms “if directed”, “when directed”, or “as directed”, where used herein, shall mean if, when, or as directed by the City Representative.
- E. The term “subcontractor”, where used herein, shall mean any company or person employed by the authorized contractor to perform work on City property as assigned by the contract.

MEETINGS AND SCHEDULES

3.1 SUMMARY

- A. Section includes requirements for the following:
 - 1. Prestart of maintenance meeting
 - 2. Progress meetings
 - 3. Billing review
 - 4. Special projects and or extra work meetings

3.2 GENERAL

- A. The City will schedule and administer a meeting prior to the start of the maintenance contract work.
- B. For continued quality assurance, Contractor and City Representative shall schedule and administer site inspections and progress meetings at agreed-upon intervals (Tri-annual meeting/inspections around February 1, June 1, and October 1 are preferred).
- C. Representatives of the contractor, subcontractors and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.

3.3 PRESTART OF MAINTENANCE MEETING

- A. Prior to commencement of contracted work, the City will meet with the Contractor on each site to be maintained to discuss all site locations, amenities to be maintained and procedures to be followed.
- B. Location shall be each site the contractor is authorized to work on.
- C. Attending the meeting shall be the following:
 - 1. Owner or Authorized City Representative
 - 2. Contractor
 - 3. Contractor's area supervisor
 - 4. Contractor's site foreman
 - 5. Contractor's subcontractor
 - 6. Others as appropriate
- D. Typical Agenda:
 - 1. Discussion on what is to be done and by whom
 - 2. Work schedule of activities to be done
 - 3. Procedures for inspection and approval of work performed
 - 4. Procedure for approval of extra work and emergency work

- E. Contractor shall submit to the City for review and acceptance the annual projected schedule(s) of activities for all the site(s) contracted for. Schedule(s) shall include intended mow days, debris/trash inspection(s) and removal, irrigation inspections, fertilizing schedule, and all other seasonal and related work schedules.

3.4 PROGRESS MEETINGS

- A. Contractor shall hold progress meetings as needed and no less than three (3) times per year with the City.
- B. Contractor shall:
 - 1. Have schedule of work performed since last meeting
 - 2. Have revised monthly schedule(s) of all future work
 - 3. Record the minutes, including all significant proceedings and decisions
 - 4. Reproduce and distribute minutes of the meetings within 3 days after the meeting
 - 5. Notify the City of any changes in work schedules or contact information for contractor(s)
 - 6. Notify the City of any issues with the contracted work
- C. Location: City offices or City approved site location
- D. Attendance:
 - 1. Contractor
 - 2. City representative
 - 3. Subcontractors as appropriate for the discussions
 - 4. Others as appropriate
- E. Typical Agenda:
 - 1. Review of work done since last meeting
 - 2. Review of extra work or special projects requested since last meeting
 - 3. Review of scheduled work
 - 4. Review of current month work schedule
 - 5. Review of following month's work schedule if appropriate
 - 6. Review of any scheduled seasonal work
 - 7. Problems which impede scheduled or requested work
 - 8. Corrective measures and procedures to regain projected schedule of work
 - 9. Any or all deductions the City is making to current month billing
 - 10. Other business
- F. Yearly Schedule:
 - 1. List sites and all seasonal work, and months with which work will be done
 - 2. List sites and all months that have a growing season maintenance schedule
 - 3. List sites and all months that have a non-growing season maintenance schedule
 - 4. List sites and all pertinent work to be done
 - 5. List sites and frequency of routine events at the site as part of the anticipated yearly maintenance of the site
 - 6. List sites of extra work ordered, and progress or completion status

7. List sites and all potential extra work/ recommended improvements/repairs to be considered and approved by the City

SECTION 4

WORK HOURS

4.1 HOURS OF OPERATION

- A. Start of Work:
 1. Hours of non-power equipment related work is not to start before **6:30 am**, Monday through Friday
 2. **City Ordinance 4.2.208. Hours of power equipment related work is not to start before 8:00 am, Monday through Friday; 9:00 am on weekends**
- B. End of Work:
 1. Work is not to continue beyond **5:30 pm**, Monday through Friday
 2. No work is to go beyond 8 hours in a single day unless previously authorized in writing by the City or emergency work requiring immediate action to be taken until work is done, or sufficiently secured to wait until the next business day
- C. Work Days:
 1. Typical work week to be Monday through Friday
 2. No weekend work is to be preformed unless authorized in writing by the City
 3. No work is to commence on City celebrated Holidays unless previously approved by the City in writing
- D. City Celebrated Holidays:
 1. New Year's Day
 2. Martin Luther King Day
 3. Presidents' Day
 4. Memorial Day (as observed)
 5. Independence Day
 6. Labor Day
 7. Veteran's Day (as observed)
 8. Thanksgiving Day
 9. Day after Thanksgiving Day
 10. Christmas Eve
 11. Christmas Day
 12. New Year's Eve

BILLING

5.1 MONTHLY INVOICE(S)

- A. Information on Invoices to Include:
 - 1. Name of Company and remittance address
 - 2. Name and phone number of contact for billing inquiries
 - 3. Date(s) of work performed
 - 4. City Maintenance Zone Numbers broken down by cost
 - 5. City Maintenance Area Descriptions broken down by cost
 - 6. City Billing Number broken down by cost
 - 7. Attach approved proposals to any monthly invoices if for extra work (outside of the regular maintenance contract schedule)
- B. Timeline for Submitting Invoices
 - 1. Monthly invoices should be submitted no later than the 10th of the month for work completed in the previous month
- C. Extra Work/Signatures
 - 1. Extra/additional work done without a signed proposal or without written approval by the City Parks and Landscape Division Superintendent or Foreman is at the City's discretion to pay
- D. Unacceptable and/or Incomplete Work
 - 1. No unacceptable and/or incomplete work shall be billed to the City nor paid for by the City

5.2 PROGRESS PAYMENT

- A. Invoice/Billing shall be submitted no more than one time per month as stated in the contract
- B. All Progress Payment Bills for extra/additional work outside the regular maintenance contract schedule shall include copies of all City approved proposals for back-up
- C. Work done without signed work tickets/daily logs or without written approval by the City inspector is at the City's discretion to pay for

SECTION 6

TURF MANAGEMENT

6.1 GENERAL TURF MANAGEMENT

- A. Turf will be healthy with an even surface and uniform green color. Turf should not exhibit bare spots and should be pest free

- B. Mowing frequencies and height of cut are described in the “Park Maintenance Standards” unless otherwise required by City. (Dog) fecal matter shall be removed before mowing
- C. During periods of inclement weather (rain), mowing schedules shall be adjusted as needed, to not cause damage to the turf

6.2 MOWER

- A. To be clean and free of weed seeds and diseases before the start of mowing of the turf areas
- B. Blades to be kept sharp so as not to tear turf when mowing
- C. Speed of mower is to be kept at a rate to allow for proper cutting of turf without lying down of the turf being mowed.
- D. To be kept in safe proper operating order
 - 1. Damage done by leaking of mower fluid shall be repaired at contractor’s expense
 - 2. Damage done by improper use of the mower shall be repaired at contractor’s expense
 - 3. Damage done by improper maintenance of the mower shall be repaired at the contractor’s expense
- E. Proper operations of the mower:
 - 1. Proper training in the safe and proper operation of mowers used is solely the responsibility of the contractor
 - 2. Damage done to turf for improper mowing due to site conditions (for example: during rain, during irrigation operations or due to site being too wet to drive over with mowers) is to be repaired by contractor at contractor’s expense
 - 3. Training in the proper use of mowers during the presence of people, domestic or wild animals, or other potentially hazardous situations is the sole responsibility of the contractor. Any damage or harm caused during mowing operations is the sole responsibility of the contractor and or contractor’s employee/representative

6.3 EDGING

- A. To be clean and free of weed seeds and diseases before starting mowing of turf areas
- B. Blades to be kept sharp so as not to tear turf when mowing
- C. All debris on sidewalk, walkway or street from edging of turf is to be removed from the hardscape so as to have clean appearance
- D. To be kept in safe proper operating order
 - 1. Damage done by leaking of edger fluid shall be repaired at contractor’s expense

2. Damage done by improper use of the edger shall be repaired at contractor's expense
 3. Damage done by improper maintenance of the edger shall be repaired at the contractor's expense
- E. Proper operations of the edger
1. Proper training in the safe and proper operation of edger used is solely the responsibility of the contractor
 2. Damage done to turf for improper edging due to site conditions (for example: during rain, during irrigation operations or due to site being too wet to drive over with mowers) is to be repaired by contractor at contractor's expense
 3. Training in the proper use of edger during presence of people, domestic or wild animals, or other potentially hazardous situations is the sole responsibility of the contractor. Any damage or harm caused during edging operations is the sole responsibility of the contractor and or contractor's employee/representative.
 4. Edging to be done as stated in the Park Maintenance Service Levels or as pre-approved by the City of Oakley in writing
 5. Edged turf to have a clean uniform cut appearance

6.4 FERTILIZATION

- A. Type and amount to be as described in the "Park Maintenance Standard" unless otherwise required by City
- B. Fertilizer to be supplied by acceptable landscape supplier
- C. Records stating type and amount to be submitted to City prior to application.
- D. Frequency
 1. Fertilizing to be done no less than two times per year for turf and no more than one time per month for turf
- E. Fertilizer to be applied using a uniform application device, such as a hand held unit; walk behind unit or tow unit. Examples such as EarthWay belly grinder; EarthWay walk behind or Lely tow behind fertilizer. No applications are to be done without an industry approved application device.

6.5 WEED CONTROL / PEST CONTROL

- A. Control of warm and cool season weeds to be done as needed, or budget allows, for control of weeds in turf to be kept at 5% or less of area to be treated
- B. Pest control is to be done as needed and as budget allows for controlling or preventing pest damage. Rodent damage in turf is to be fixed as soon as it is discovered and budget allows for the safe usage of the site and for cosmetic repairs. Example includes but not limited to raking out gopher hole mounds from turf and reseeding turf areas damaged by the dirt mounds.

- C. Chemical control to be done based on a State licensed Pest Advisor's written recommendation
- D. Copy of monthly pest usage reports to be submitted to the City and or City representative each month
- E. Chemical applications are to be done by staff properly trained in the use of the pesticides being applied, and supplied with all proper or required Personal Protective Equipment (PPE) as required by label or Federal / State / Local laws, regulations or ordinances
- F. Contractor is solely responsible for training staff in the use and application of the pesticides, and responsible for following all Federal, State or Local laws, regulations or ordinances
- G. Contractor is solely responsible for the safe application of herbicides/pesticides in and around each site, including but not limited to monitoring any and all re-entry limits, animals, non-target crops, bees, notification to farmers or other site hazards
- H. Notification is to be given to the City no less than 48 hours prior to planned application so City Staff or Representative can witness the application if desired for verification

6.6 AERATING

- A. Aerating frequency per year as determined by the City Maintenance Service Level or otherwise instructed by the City or City Representative
- B. Aerator spikes to be core or solid as approved by City of Oakley or City Representative, and to penetrate no shallower than 3 inches in depth
- C. Aerated sites to be reseeded after aeration and top dressed as budget allows per City of Oakley Maintenance Service Levels
- D. Any excessive damage to turf from aerating is to be repaired immediately after discovery
- E. Contractor is responsible for training and supervising the safe use of equipment by contractor's staff before, during and after aerating of the site
- F. Contractor is responsible for keeping equipment in safe working order and to monitor the safe use of the equipment on site

SECTION 7

SHRUB BED MANAGEMENT

7.1 REQUENCY OF SERVICES

- A. As described in the "Park Maintenance Standards" unless otherwise required by City

7.2 PRUNING

- A. All Tools used for pruning such as hand pruning tools, gas powered hedge trimmer pruning tools, electric hedge trimmer pruning tools or any other device used to cut plants shall be kept clean and sharp so as not to rip or damage plants or transfer diseases.

- B. All cut material is to be raked up and removed after cutting
- C. Dead or dying shrubs are to be removed as part of the pruning cycle and to be reported to the City in order to seek out approval for replacement
- D. Proper pruning operations:
 - 1. Proper training of workers, servicing the City contract, in the safe and proper operation of any pruning tools is the sole responsibility of the contractor
 - 2. Damage done to plant material due to the improper pruning methods shall be replaced at the contractor's expense
 - 3. Providing a safe working site is the sole responsibility of the contractor regardless if it is along the side of the sidewalk or in a center median
 - 4. Traffic control or blocking of sidewalks or general use areas is the sole responsibility of the contractor to follow all Federal, State, Local laws, regulations, ordinances and or industrial standards or regulations
 - 5. Completion of planters in any one Landscape and Lighting District shall be done in a timely manner as not to give the impression of an abandoned job to uninformed residents

7.3 FERTILIZING

- A. Type and amount to be as described in the "Park Maintenance Standard" unless otherwise required by City
- B. Fertilizer to be supplied by acceptable landscape supplier
- C. Records stating type and amount to be submitted to City prior to application
- D. Frequency:
 - 1. To be as described in the "Park Maintenance Standard" unless otherwise required by City
 - 2. Fertilizing to be done no less than one time per year and no more than one time per month
- E. Fertilizer to be applied using a uniform application device, such as a hand held unit; walk behind unit or tow unit. Examples such as EarthWay belly grinder; EarthWay walk behind or Lely tow behind fertilizer. No applications are to be done without an industry approved application device.

7.4 WEED CONTROL / PEST CONTROL

- A. Control of warm and cool season weeds to be done as needed, for control of weeds to be kept at 10% or less of bed to be treated
- B. Pest control is to be done as needed for controlling or preventing pest damage. Rodent damage to be fixed as soon as it is discovered and budget allows for the safe usage of the site and for cosmetic repairs. An example includes but not limited to: raking out a gopher hole mound
- C. Chemical control to be done based on a State licensed Pest Advisor's written recommendation

- D. Copy of monthly pest usage reports to be submitted to the City and or City representative each month
- E. Chemical applications are to be done by staff properly trained in the use of the pesticides being applied, and supplied with all proper or required Personal Protective Equipment (PPE) as required by label or state / federal regulations.
- F. Contractor is solely responsible for training staff in the use and application of the pesticides, and responsible for following all federal, state or local laws and regulations

7.5 GROWTH REGULATORS

- A. Use of Growth Regulators to control the growth of shrubs and limit the amount of pruning costs per year is to be done wherever possible and feasible
- B. Chemical control to be done based on a State licensed Pest Advisor's written recommendation
- C. Copy of monthly pest usage reports to be submitted to the City and or City representative each month
- D. Chemical applications are to be done by staff properly trained in the use of the pesticides being applied, and supplied with all proper or required Personal Protective Equipment (PPE) as required by label, or Federal / State / Local laws, regulations or ordinances
- E. Contractor is solely responsible for training staff in the use and application of the pesticides, and responsible for following and all federal, state or local laws and regulations

7.6 INSTALLATION AND WARRANTY OF PLANT MATERIAL

- A. The installation of plant material will be in accordance with the techniques as defined in the current edition of the Sunset Western Garden Book. Any plant material installed by the Contractor shall have a minimum 60-day warranty period

SECTION 8

TREE MANAGEMENT

8.1 TREE PRUNING

- A. All pruning to be done per ANSI 300 standards and the ISA's "Best Management Practices Tree Pruning" (most recent revised edition) handbook
- B. Trees Wells
 - 1. Tree wells in turf to be no less then 12 inches beyond tree stakes to give room for mowers to safely go around tree stakes and tree trunks without hitting the trees
 - 2. Tree wells to be circular in shape
 - 3. Tree wells to be kept weed free and free from tree suckers, annual and perennial weeds
 - 4. Fertilizing to be done as extra work on an as needed basis

5. Pest Control recommendations to be made as soon as possible as needed for maintaining proper health. Recommendations will be taken on a case by case basis and if approved will be considered as extra work. All pest control to be done under direct supervision of a State Licensed Pest Control Applicator as instructed by a Pest Control Advisor.

C. Trees Clearance Pruning

1. Canopy to be no lower than 8 feet clearance above sidewalks or pedestrian way, turf and shrub beds, and no lower than 14 feet clearance over all streets and bicycle lanes
2. Trees shall be visually inspected for vandalism, safety (widow makers, blocking street signs), and encroachment. Any issues found shall be immediately reported to the City

8.2 INSTALLATION AND WARRANTY OF TREES

- A. The installation of trees will be in accordance with the techniques as defined in the current edition of the Sunset Western Garden Book. Any tree installed by the Contractor shall have a minimum a warranty period of one (1) year.

SECTION 9

WEED CONTROL

9.1 ANNUAL AND PERENNIAL WEEDS IN DEVELOPED LANDSCAPING

- A. Weeds to be controlled as needed so as not to be allowed to grow over six inches in height
- B. Weeds to be controlled by either manual or chemical means in accordance with the City's and Contractor's IPM programs
- C. Chemical control to be done by or under direct supervision of a state licensed applicator as directed by written recommendation of a person with a valid state advisors license
- D. Weeds to be controlled as needed so as not to be allowed to be more numerous than 5% of any turf area or 10% of any shrub bedding area. Baseball/Softball infields and park walking trails and other hardscape shall be weed-free
- E. Application of pesticides at parks shall be completed only on non-windy days and prior to 9:00 am
- F. Monthly pest usage reports to be maintained and provided to the City upon request
- G. Non-landscaped areas to be managed per the City maintenance standards or as instructed by the City
- H. Control by means of Disking, Flail Mowing and or Chemical Control as required or requested by the City

PEST AND DISEASE CONTROL MANAGEMENT

Note: Whenever possible, integrated pest management (IPM) should be used.

10.1 PARKS, MEDIANS AND FRONTAGE LANDSCAPING

- A. Control of burrowing rodents is to be controlled as part of regular maintenance and on an as-needed basis. Any plant material that dies or is in an unacceptable condition due to neglecting to respond to rodent activity and was not reported to the City, shall be replaced at the contractor's expense and not subject to reimbursement or payment of any type by the City.
- B. All mounds, holes or other damage to turf and shrub beds shall be cleaned and or repaired as needed for uniform usage and appearance as soon as the damage is discovered. Replacement of sod or reseeded of turf areas is to be included as part of the repair work.
- C. All work is to be done in accordance to all Federal, State and Local laws, regulations or ordinances. Chemical control to be done by or under direct supervision of a state licensed applicator as directed by written recommendation of a person with a valid state advisors license.
- D. Monthly pest usage reports to be provided to the City

10.2 NON-LANDSCAPED AREAS

- A. Control of rodents in non-landscaped areas shall be done only on a case by case basis as needed. Work shall be considered extra work billed on a time and material basis
- B. All work is to be done in accordance to all Federal, State and Local laws, regulations or ordinances. Chemical control to be done by or under direct supervision of a state licensed applicator as directed by written recommendation of a person with a valid state advisors license.
- C. Monthly pest usage reports to be provided to the City

10.3 DISEASE CONTROL

- A. All areas to be treated on a case by case basis as requested by the City. Work shall be considered extra work billed on a time and materials basis.
- B. All work is to be done in accordance to all Federal, State and Local laws, regulations or ordinances. Chemical control to be done by or under direct supervision of a state licensed applicator as directed by written recommendation of a person with a valid state advisors license.
- C. Monthly pest usage reports to be provided to the City
 - 1. Any site showing symptoms of disease shall be reported to the City upon discovery. Any plant material that dies or is in an unacceptable condition because of diseases, and was not reported to the City, shall be replaced at the contractor's expense and not subject to reimbursement or payment of any type by the City

SECTION 11

IRRIGATION/WATER MANAGEMENT

- A. The Contractor shall keep operable all irrigation equipment and shall be responsible for the maintenance and/or replacement of all irrigation systems and their parts, excluding phone line, pedestals, meters, and non-City owned backflow apparatus. Generally included in the system are: Irrigation controllers, remote control valves and boxes, gate valves, quick coupling valves, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, pumps, backflow devices, etc.
- B. All irrigation equipment shall be maintained in good working condition and shall function properly at all times. The Contractor is required to adjust the height of sprinkler heads in turf, shrub, and groundcover areas to ensure proper coverage and safety (in turf play areas).
- C. Contractor shall closely monitor the irrigation system in an attempt to use the least amount of water necessary throughout the year.
- D. Labor time used from already regular paid maintenance work to repair or replace irrigation, shall not be billed for extra/additional work. In other words using labor already paid for/being billed for shall not be billed for if used on repair work or another project during the same time period.

11.1 INSPECTION FREQUENCY

- A. All sites shall have all irrigation lines (as a minimum) inspected monthly for proper operation of all clocks, valves and sprinkler heads or drip lines
- B. All systems will comply with State and local laws regarding backflow prevention and protection of public water systems
- C. Any damage or improper operations not covered under the general maintenance contract shall be reported to the City for approval prior to repairing

11.2 NOTIFICATION, REPAIR AND SCHEDULING

- A. Irrigation Controllers
 - 1. Any problems with the proper operation of an irrigation controller shall be reported to the City in a timely manner upon discovery as to limit the risk or damage to plant material. Any damage caused to plant material due to the lack of proper notification to the City shall be repaired by the contractor at the contractor's expense and not subject to reimbursement by the City
 - 2. Repairs are to be made on a timely manner and temporary replacements are to be used where needed and as approved by the City.

B. Main Line Breaks

1. Main line breaks in the irrigation are to be reported to the City in a timely manner upon discovery as to limit the risk or damage to plant material. Any damage caused to plant material due to the lack of proper notification to the City shall be repaired by the contractor at the contractor's expense and not subject to reimbursement by the City.

C. Repairs

1. Main Line Break repairs are to be completed within 72 hours after work is approved by the City
2. Lateral Line Break repairs are to be completed within 48 hours after approval by the City
3. Proper pipe type and size shall be used for making repairs based on manufacturer recommendations on size of pipe and amount of pressure / flow in the pipe and existing system conditions
4. Proper solvent weld with primer or compression fitting with proper clamps to be used to hold pipe together
5. Main Line Fittings to be schedule 80 for all threaded fittings 2 inches and larger, and schedule 40 or schedule 80 as needed for glued fittings per manufacturer's recommendation or instructed by the City. Lateral Lines to be either schedule 40 or 80 fittings per manufacturer's recommendation or as instructed by the City.
6. Valves are to be repaired or replaced within 96 hours after work is approved by the City
7. Irrigation Heads, bubblers or drip lines are to be repaired within 48 hours after work is approved by the City
8. All open holes not manned physically shall be secured as to prevent accidental injury by passersby. Holes to be covered with Plywood and coned off with a-frames, warning cones and or caution tape as needed. No holes are to be left open and exposed without staff being present at the site.
9. No holes are to be left open longer than 96 hours unless prior written approval is given by the City
10. Do not over tighten threaded fittings
11. Minor repair items, in all instances, shall be corrected by the Contractor at the Contractor's expense. The following items are considered to be minor repairs: Remote Control Valve repairs (i.e. diaphragm, solenoid, and wire connections), lateral line and fitting repairs, emitters, nozzles, and sprinkler bodies.

D. Malfunctions

1. Malfunctions resulting in continuously running water or water going to waste shall be stopped within thirty (30) minutes of notification.

E. Water Schedule

1. **No watering Friday or Saturday nights** unless prior approval is given in writing by the City
2. Watering of turf and shrubs is to be scheduled for the most water conservation and water efficient use to limit runoff or pooling of water.

3. Limit amount of runoff onto sidewalks, streets or other non-target areas
4. Minimize run times as much as possible
5. Adjust schedules as needed to compensate for changes in weather
6. All areas irrigated with non-potable water, well water or reclaim water are to be done as allowed by Federal / State / Local laws, regulations, ordinances or policies

SECTION 12

WALKING PATHS AND OTHER HARDSCAPE AREAS

12.1 SITES

1. SPORTS COURTS (BASKET BALL COURTS, TENNIS COURTS)
2. WALKWAYS
3. CONCRETE PADS
4. PICNIC AREAS
5. PARKING LOTS
6. BASEBALL DUGOUTS
7. MAINTENANCE AREAS
8. OTHER HARDSCAPE PADS

12.2 WORK TO BE PREFORMED

A. Inspection

1. Inspect for hazards or vandalism and graffiti as determined by the City maintenance standards, and notify the City within 24 hours of discovery

B. Cleaning and Clearing of Debris

1. Frequency of cleaning as determined by the maintenance standard, contract or as authorized by the City.
2. Tools to be used include but not limited to: Backpack blowers, vacuums, push brooms, street sweeper or other mechanical means.

SECTION 13

PLAYGROUND MAINTENANCE AND INSPECTION

13.1 LIABILITY AND SAFETY INSPECTIONS

1. Contractor is not responsible for a detailed inspection of playground equipment for safety as required by State and Federal laws. The intent of the playground inspection is to assist the City as an extra pair of eyes and hands to monitor the equipment and playground area to ensure safety and cleanliness.

13.2 CLEANING

1. Contractor is to remove foreign debris from walkways, ramps, playground equipment during the regular service
2. Contractor is to report any playground equipment that is damaged, vandalized or in anyway not considered part of normal conditions or intended use
3. Removal of debris is to be done using a backpack blower, broom or other mechanical means
4. ADA Ramps are to be kept clear of debris so as to allow for intended use. Loose fall material in the playground is to be kept around the ramps as intended for safe use of the ramps
5. Frequency of cleaning as determined by the maintenance standard, contract or as authorized by the City

13.3 PLAYGROUND ENGINEERED WOOD-FIBER

1. The City will add or replace as needed the playground-grade engineered wood fiber annually
2. Contractor shall ensure wood-fiber material is maintained at the recommended levels around the various pieces of equipment, especially swings and slides. In most cases 12” is the minimum

13.4 PESTS

1. Pests – ants, wasps, bees, black widow spiders or any similarly dangerous insects found in or near a play area shall be reported immediately when found.

SECTION 14

RESTROOM INSPECTIONS

14.1 Vandalism

1. All vandalism found is to be reported to the City immediately

14.2 Inspection

1. Inspections of restrooms facilities are to take place during a regularly scheduled maintenance site visit. The intent of the restroom inspection is to assist the City as an extra pair of eyes and hands to monitor and maintain the facilities to ensure safety and cleanliness.

SECTION 15

EXTRA/ADDITIONAL WORK AND SPECIAL PROJECTS

- 15.1 DEFINITION: Any or all work requested by the City not specified in the contract or part of the normal routine work as specified in the contract. The City may direct additional work, including work for damage/vandalism or failure not included in the scheduled

contract work, for repairs and replacements, City initiated improvements, or the addition of new sites. Extra/additional work or special projects will require written proposals/quotes from the contractor and written/signed approval from the City, except for emergency repairs. Extra work projects may be both in and outside of their contracted sites.

15.2 BILLING

- A. Work to be billed separate from regular monthly service bill
- B. Work to be billed either by single “lump sum” or “time and materials basis” as prior approved by the City

15.3 WRITTEN PROPOSAL/QUOTES

- A. Proposals for Extra/Additional Work or Special Projects shall be submitted to include the following: Actual cost to Contractor for materials, plus applicable sales tax; Actual labor costs for the job; A **maximum markup of 15%** for overhead costs and profit on repair or replacement work shall be allowed. Proposal/quotes shall reflect the above breakdown, a lump sum cost, and shall be on a “not to exceed” basis.

15.4 LABOR

- A. Labor used for special projects is not to be from those provided for regular maintenance work unless prior approval is given by City and said time spent on project does not cause delays to the regular maintenance schedule.
- B. Labor used from regular maintenance work, and the labor time is paid for by the regular maintenance work, shall not be billed for in the special projects or additional work. In other words using labor already paid for/being billed for shall not be billed for if used on repair work or another project during the same time period.

Note: The City reserves the right to have any extra work or special projects completed by Other contractors or City forces.

SECTION 16

STORAGE OF EQUIPMENT

16.1 CITY PROPERTY

- A. Equipment Storage
 1. City is not liable nor assumes any responsibility for safety or security of equipment or supplies stored in, on or around City owned property.
 2. Storage of equipment or supplies shall be done only on approval of the City and on a case by case basis.
 3. City is to be provided any necessary keys or combination locks to access equipment stored by the contractor.

4. City reserves the right to move equipment stored (at contractor's risk) if deemed necessary for safety, security or due to failure of the contractor to move said equipment when requested to do so in a timely manner.
 5. Any equipment or supplies stored on City property needs to be stored in a manner that meets; 1) all Federal and State OSHA regulations. 2) Any Federal, State or Local laws, regulations or ordinances. Storage shall be done at Contractor's expense.
- B. Maintenance Yard
1. Contractor is responsible to provide their crews with a maintenance yard, storage yard or work area as needed to complete the contracted work.
 2. Any maintenance yard or storage yard on City property shall be first approved by the City and shall be reviewed on a case by case basis.

SECTION 17

UNIFORMS, ADVERTISEMENTS, APPEARANCES, SOLICITATIONS

17.1 UNIFORMS AND APPEARANCES

- A. Employees working within City limits.
1. Contractors are to have their employees wearing clothing properly identifying them as contractor's company staff. The employee's first name should be clearly displayed on the shirt.
 2. Contractor's employees are to wear clothing that meets any Federal, State, local, or OSHA regulations pertaining to the type of work being performed.
 3. Contractor's employees are to be dressed in a manner that would not be found offensive to the general public that the contractor's employees would be working around.
 4. At no time shall any uniform give the impression by the general public that the contractor's employee is a City of Oakley employee.
- B. Trucks, trailers and other equipment
1. All equipment used in the city of Oakley on a City approved project or contract is to have the company name on the equipment.
 2. All equipment that has the company name and the City of Oakley on it shall have the company name in larger lettering above the City of Oakley.
 3. At no time should a piece of equipment be marked as to giving the impression to the general public that it belongs to the City of Oakley.
 4. Any equipment used in the City of Oakley and is marked accordingly needs to meet any qualifying Federal, State or Local laws, codes or ordinances in regards to contractor's equipment or advertising.

17.2 ADVERTISEMENTS

- A. Signage
1. No signage shall be placed in parks or landscaping promoting contractor's company.

B. Solicitations

1. At no time shall any contractor's employee working on a City approved contract or project solicit work from the general public or commercial companies during regularly scheduled work for the City, unless a separate staff person or crew other than the ones assigned to the City work is used.
2. At no time shall Contractors or their employees do work for others during regularly scheduled work for the City, unless a separate crew other than ones assigned to City work is used.

SECTION 18

NOTICES AND PENALTIES FOR NON-PERFORMANCE; DELETIONS; TERMINATION

18.1 NOTICES AND PENALTIES FOR NON-PERFORMANCE ARE SET FORTH AS FOLLOWS:

- A. Deficiency Notice: The Contractor is required to correct deficiencies within five (5) working days after notification by City.
- B. Withholding of Payment: Provided work under the Deficiency Notice has not been completed, payment for such deficiency shall be withheld until deficiency is corrected, without right to retroactive payments. Such costs shall be determined by the City based on the item cost per month for the area in question.
- C. City's Right to Correct Deficiency: Five (5) working days after Deficiency Notice to Contractor City shall re-inspect the noted deficiency. If noted deficiency has not been corrected to the satisfaction of the City, the City shall, at its option and without further notice to the Contractor, correct the noted deficiency and deduct costs incurred by City from Contractors next contract payment.

18.2 DELETIONS TO CONTRACT AREAS

- A. The City reserves the right to delete any site (park or landscape area) of the Scope of Work contract area with thirty (30) days notice, without justification, and amend the Agreement.

18.3 TERMINATION

- A. The City reserves the right to cancel the contracted maintenance services Agreement without cause upon immediate written notification by the City to the Contractor.

SECTION 19

WORK FORCE; BACKGROUND CHECKS

19.1 CONTRACTOR'S EMPLOYEES

- A. The Contractor must employ sufficient personnel to perform all work described in the Maintenance Standards and Landscape Maintenance Specifications.
- B. Contractor warrants that all employees or agents of Contractor who provide services in City parks who may have contact with children have never been convicted of an any offense specified in Public Resources Code Section 5164 or Penal Code Section 11105.3 which preclude any such person from working with children, or in these specific circumstances, working close to and around children.

SECTION 20

CALL OUT

20.1 CALL OUTS

The contractor shall be required to respond immediately (24/7) within 30 minutes to any calls emanating from City staff. Call outs primarily included malfunctioning controllers, valves, unscheduled running of water, etc.; however, other potential hazardous conditions and emergency situations may require call outs.

Contractor shall provide the City with a minimum of two (2) names and telephone numbers of at least two (2) qualified persons who can be called by City representatives when maintenance conditions occur and the Contractor's normal work force is not present or available.

Should the Contractor be unreachable, the City may cause such action to be taken by the City work force and/or other contractors, and shall charge the cost thereof to the Contractor, or may deduct such cost from the amount due Contractor.

SECTION 21

LIABILITY FOR DAMAGE CAUSED BY CONTRACTOR

21.1 DAMAGE CAUSED BY CONTRACTOR

Any damage either to City property or private property which was caused by the Contractor shall be repaired or replaced at the Contractor's expense and to the City's satisfaction. Damages me be the result of, but are not limited to:

- A. Power equipment damage to trees, shrubs, turf and sprinklers.
- B. Pruning methods not consistent with standards and City specifications.
- C. Failure to make irrigation inspections, adjustments and repairs within schedules
- D. Lack of proper system maintenance
- E. Chemical overspray or leaching or lack of chemical control
- F. Damage due to negligence in pest or disease control practices
- G. Overwatering or under watering; improper fertilizing

Attachments

1. Maintenance Sites and Descriptions
2. Zone Maps

EXHIBIT D

**MAINTENANCE SITES
& DESCRIPTIONS**

**ZONE 1 MAP; ZONE-3 LANDSCAPE AND LIGHTING
DISTRICT (LLD) INDIVIDUAL MAPS; PARK ADDRESSES;
AND SITE DESCRIPTIONS**

BENEFIT ZONE – 3

VINTAGE PARKWAY

LLD 3-1

Starting from the intersection at Vintage Parkway and Main Street running north

- 1) East side of Vintage Parkway starting from the driveway entry into the shopping center on Vintage Parkway north to the stop sign at Vintage Parkway and Walnut Meadows.
- 2) Center median on Vintage Parkway from Main Street North to the top of the over pass
- 3) West side of Vintage Parkway starting at the double chain link fence gate (easement road entry) north to the stop sign at the corner of Vintage Parkway and Walnut Meadows

Starting from the intersection at Vintage Parkway and Walnut Meadows running to Big Break Road

- 1) East side of Vintage Parkway starts at the corner of Vintage Parkway and Rutherford Lane and runs all the way to the corner of Vintage Parkway and Big Break Road, both sides of the sidewalk
- 2) West side of Vintage runs from the corner of Walnut Meadows and runs all the way to Big Break Road

Starting from the intersection at Vintage Parkway and Walnut Meadows running east along Walnut Meadows

- 1) South Side of Walnut Meadows from Vintage Parkway east to Lakespring Drive
- 2) North side of Walnut Meadows from the end of the school property before Merlot Lane east to Fetzer Court

Starting from the intersection at Vintage Parkway and Walnut Meadows Running west along Walnut Meadows both north and south sides

- 1) North Side of Walnut Meadows runs from the corner at Vintage west to the start of residential facing Walnut Meadows
- 2) South Side of Walnut Meadows from Vintage Parkway west to Stony Hill Circle

Starting from near the railroad tracks at Big Break Road continuing north, east side planter only running along fence beyond Vintage Parkway, ending at the edge of subdivision.

OAKLEY RANCH**LLD 3-2**

- 1) East side of Charles Way from Main Street to Santa Fe Street
- 2) Small section between homes at end of Babe Street and Martin Street
- 3) West side of Charles Way from Main Street to Babe Street
- 4) Along Main Street both east and west of Charles Way on the north side of Main Street

EMPIRE**LLD 3-3**

- 1) From the corner of Empire Ave and Hemlock Drive south to Meeks and North to Cypress Road. Plus Parcel A.

OAKLEY TOWN CENTER**LLD 3-4**

- 1) Center island only on Empire Avenue near Main Street (between 7-11 and shopping center)

OAK GROVE**LLD 3-5**

- 1) From the southeast corner of Main Street and Laurel Road south on Main Street to Honey Lane (private dirt road)
- 2) From the southeast corner of Main Street and Laurel Road east along Laurel Road to Creekside Way, including center island on Oak Grove Drive
- 3) **Oak Grove Park** - located at 403 White Oak Court

**LAUREL WOODS &
LUNA ESTATES****LLD 3-6**

- 1) Located on the north side of Laurel Road from the northwest corner of Laurel Road and Brown Road and runs west to Haley Court

SOUTH FORTY**LLD 3-7**

- 1) Neroly Road both north and south of Neroly Road and Placer Drive.

CLAREMONT BAY**LLD 3-8**

- 1) Park area on right side of chain link fence with climbing rock and tables)
- 2) Parking lot and surrounding planters at corner of Bayside Way and Bayview Drive

GATEWAY**LLD 3-9**

- 1) Starting at the corner of Empire Ave and Gateway Drive running south along the east side of Empire Ave to Laurel Road
- 2) Starting at the corner of Empire Ave and Gateway Drive running north along the east side of Empire Ave to the start of the church property
- 3) Starting at the corner of Ponderosa Ave and Cypress Road west to end of landscaping
- 4) Starting at the corner of Ponderosa Ave and Cypress Road east to end of landscaping
- 5) Starting at the corner of Alder Drive and Cypress Road west to the end of the landscaping.

COUNTRYSIDE**LLD 3-10**

- 1) From corner of West Cypress Road and Lois Lane running west along Cypress road to end of planter
- 2) From the corner of West Cypress Road and Lois Lane running north along Lois Lane to end of planter near the corner of Devon Court and Lois Lane

COUNTRY FAIR**LLD 3-11****(AKA MEADOW GLEN)**

- 1) Corner of Main Street and Bernard Road running east along the south side of Bernard Road to the canal
- 2) Corner of Main Street and Bernard Road running south along the east side of Main Street from Bernard to the end of the sidewalk

CALIFORNIA SUNRISE**LLD 3-12**

- 1) Litter pick up only along the planters at the corner of Cypress Road and Waterford Way – Do Not Bid

CALIFORNIA VISIONS LLD 3-13
(AKA LAUREL HEIGHTS)

- 1) From the corner of Laurel Road and Clover Brook Ave running along the south side of Laurel Road both east and west to end of the landscaping
- 2) From the corner of Rose Ave and Longhorn Way north along the west side of Rose to the end of the landscaped area

CLAREMONT HERITAGE LLD 3-14

- 1) North side of Main Street from the corner of Main Street and Miguel Drive east to end of landscaping
- 2) North side of Main Street from the corner of Main Street and Miguel Drive west to end of landscaping on the outside of the soundwall adjacent to Fernwood Circle (from Fernwood Circle to Teakwood is a different zone)

COUNTRY FAIR LLD 3-15
(AKA MEADOW GLEN II)

- 1) Starting from the corner of Empire Ave and Oakley Road all center medians running west along Oakley Road
- 2) Starting from the corner of Montevino Way and Oakley Road running both east and west along the north side of Oakley Road to the end of the subdivision landscaping
- 3) From the corner of Kelsey Lane and Oakley Road running west along the north side of Oakley road to the end of the landscaping
- 4) From the corner of Canopy Lane and Oakley Road running west along the south side of Oakley Road to just past Trenton Street
- 5) From the corner of Beldin Lane and Oakley Road running west along the south side of Oakley road to the end of the landscaping (subdivision)
- 6) Starting at the corner of Empire Ave and Oakley Road all center island on Empire between Oakley Road and El Monte Drive
- 7) Starting at the corner of Holly Drive and Empire Ave running north along the west side of Empire to end of landscaping
- 8) Starting at the corner of Holly Drive and Empire Ave running south along the west side of Empire to the end of landscaping just past El Monte Drive

- 9) Starting at the corner of Holly Drive and Empire Ave running west along Holly Drive to La Casa Drive – both north and south sides of Holly Drive and center island
- 10) Starting at the Corner of El Lago Drive and Live Oak Ave running north along the east side of Live Oak Ave to end of landscaping
- 11) Starting at the corner of El Lago Drive and Live Oak Ave running south to the end of landscaping along the east side of Live Oak Ave
- 12) Starting at Gum Tree Road and Live Oak Ave north side of Gum Tree Road running east from the landscaped area west of La Vista Drive and Gum Tree Road to end of Gum Tree Road
- 13) From the corner of Gum Tree Road and Live Oak Ave running south along the east side of Live Oak Ave to end of landscaped area
- 14) From the corner of Tate Lane and Live Oak Ave running south along the east side of Live Oak Ave to the end of the landscaped area south of Jane Lane
- 15) From the corner of Tate Lane and Live Oak Avenue running east along the south side to the end of the tract.
- 16) From the corner of Laurel Road and Empire Ave running north along the west side of Empire Ave from Laurel Road to Crockett Park
- 17) **Holly Creek Park** (6.7 acres) - 4758 Hagar Court
- 18) **Heather Park** (.25 acres) - 2276 Canterbury Lane

Note: Crockett Park is part of Zone 1

SUNDANCE

LLD 3-16

- 1) Starting at the corner of Fall Lane and Almond Tree Lane running east along the north side of Almond Tree Lane to Main Street
- 2) Starting at the corner of Almond Tree Lane and Main Street running north along the west side of Main Street to the gas station
- 3) Starting at the corner of Fall Lane and Cypress Road running west to end of landscape area on the south side of Cypress
- 4) Starting at the corner of Fall Lane and Cypress Road running east to the gas station
- 5) Starting at the corner of Fall Lane and Cypress Road the center Island both directions

LAUREL ANNE

LLD 3-17

- 1) Starting at the corner of Laurel Road and Harvest Circle running east and west along the south side of Laurel Road to end of landscaping and center island
- 2) Starting at the corner of Laurel Road and Main Street running south along the west side of Main Street from Laurel Road to start of the Simon Ranch/Live Oak Subdivision
- 3) Starting at Laurel Road and ending at Tioga Pass, all streetscape along Teton Road (medians, and planters on east and west sides of road).
- 4) Starting at Marsh Creek and ending at Teton Road, all landscape on south side of Laurel Road.
- 5) **Harvest Park** (.05 acres)- 3854 Harvest Circle
- 6) **Creekside Park** (10 acres/active including Marsh Creek restoration area/passive) - 3900 Creekside Way

COUNTRY PLACE

LLD 3-18

- 1) Starting at the corner of Nutmeg Drive and O'Hara Ave running north and south along the west side of O'Hara to the end of the landscaped areas (does not include landscaping along the side of the house at the corner of Kay Lane and O'Hara
- 2) Starting at the corner of Kay Lane and O'Hara running south along the west side of O'Hara to the end of the landscaped area
- 3) Starting at the corner of Kay Lane and O'Hara running west along the south side of Kay Lane to the end of the landscaped dirt trail
- 4) Starting at the corner of Vineyard Drive and Carpenter Road running along the north side of Carpenter both west and east to end of landscaped areas
- 5) **Nutmeg Park** (2.6 acres) - 1068 Nutmeg Drive

LAUREL CREST

LLD 3-19

- 1) Starting at the corner of Laurel Road and Brown Road running west along the south side of Laurel Road from Brown Road to end of landscaped area past Hampton Way
- 2) Starting at the corner of Laurel Road and Brown Road all of the center islands landscaped from Brown Road west to end of landscaping before Empire Ave
- 3) Starting at the corner of Brown Road and Laurel Road running west along the north side Of Laurel Road from Brown to Empire

- 4) Starting at the corner of Laurel Road and Hampton Way running south both sides and center median of Hampton Way from Laurel Road to Winchester Drive
- 5) Starting at the corner of Brown Road and Laurel Road running south along the west side of Brown Road from Laurel Road to Oxford Drive
- 6) Starting past the house on the corner of Oxford Drive and Brown Road running south along the west side of Brown Road to the end of the landscaped areas
- 7) Starting at the corner of Heathrow Drive and Carpenter Road running east to end of landscaped area along the north side of Carpenter Road
- 8) Starting at the corner of Heathrow Drive and Carpenter Road running west along the north side of Carpenter Road to the end of the landscaped area west of Joshua Street
- 9) Starting at the corner of Pine Street and Empire Ave running north and south along the east side of Empire Ave to end of the landscaped areas
- 10) **Nunn-Wilson Family Park** (3.0 acres) – 100 Oxford Drive
- 11) **Koda Dog Park** (2.5 acres) – adjacent to Nunn-Wilson Family Park

MARSH CREEK GLENN LLD 3-20

- 1) Starting at the corner of Amador Court and Salvador Lane running north along the east side of Salvador Lane to the end of the landscaping
- 2) **Marsh Creek Glenn Park** (2.4 acres) – 430 Hill Ave

QUAIL GLEN LLD 3-21

- 1) Starting at the corner of Sutter Street and Live Oak Ave running north along the west side of Live Oak Ave to end of landscaping
- 2) Starting at the corner of Sutter Street and Live Oak Ave running south along the west side of Live Oak Ave to Placer Drive– except along the back of resident’s house that has wrought iron fencing
- 3) Starting at the corner of Quail Glenn Drive and Live Oak Ave running north along the west side of Live Oak Ave to end of landscaping
- 4) Starting at the corner of Quail Glenn Drive and Live Oak Ave running south along the west side of Live Oak Ave to the end of the landscaping
- 5) Section along Neroly Road

CYPRESS GROVE

LLD 3-22

- 1) Starting at the corner of Main Street and Cypress Road all of the center medians from Main street running east to the end of the landscaping (end of the subdivision before getting to Sellers Ave)
- 2) Starting at the corner of Main Street and Cypress Road all of the landscaping on the north and south side of Cypress Road running east to the end of the landscaping before getting to Sellers Ave - includes landscaping along the fence line of Iron House Elementary School
- 3) All Landscaping in and around perimeter of the trail head parking lot on Cypress Road east of the rail road tracks
- 4) Starting at the corner of Rubens Way and Cypress Road running south along Rubens way – center median and all landscaping on east side of Rubens Way
- 5) Starting at the corner of Rubens Way and Cypress Road running along the west side of Rubens Way from the sidewalk to the street only – *from the sidewalk to the apartments is part of the apartments and not to be included*
- 6) Starting at the corner Cypress Road and Picasso Drive running north along the east side of Picasso Drive (behind the school) to the end of the landscaping at the corner of the school fence
- 7) Starting at the corner Cypress Road and Picasso Drive all center medians from Cypress to Rembrandt Court
- 8) Starting at the corner of Cypress Road and Picasso Drive running north along the west side of Picasso Drive from Cypress to Bramante Court
- 9) Landscaped walking trail from connection to the trail head parking lot running along the inside of the fencing surrounding the subdivision running along Monet Drive, Vella Circle and Warhol Way
- 10) Starting at the corner of Frank Hengel Way and Cypress Road running north along the east side of Frank Hengel Way from Cypress Road to Ibis Drive including center island at the corner of Frank Hengel Way and ShearwaterWay
- 11) Starting at the corner of Frank Hengel Way and Cypress Road running north all center medians from Cypress Road to Ibis Drive
- 12) Starting at the Corner of Frank Hengel Way and Cypress Road running north along the west side Of Frank Hengel Way from Cypress Road to first driveway into Iron House Elementary School – *no other landscaping in front of Iron House Elementary or Delta Vista Middle School is to be included*
- 13) Landscaped walkways between Gull View Court and Sandhill Crane Court; Dowitcher Court and Heron Court and Egret Court and Blue Heron Court; 2 walkways from Frank Hengel Way and Monet Drive

- 14) Landscaping on the inside of the wrought iron fence along Cypress Road and Puffin Circle; Cypress Road and Vitruvius Court; Cypress Road and Matisse Drive; and Cypress Road and Renoir Court
- 15) **Cypress Grove Pond** – 38 Crane Court (across the street from Cypress Grove Park)
- 16) **Briarwood Park** (2.0 acres) – 101 Michelangelo Drive
- 17) **Cypress Grove Park** (6.0 acres) – 4001 Frank Hengel Way

SOUTH OAKLEY

LLD 3-23

- 1) Starting at the corner of Cinnamon Ridge Drive and Carpenter Road running east and west along the north side of Carpenter Road to end of landscaped areas
- 2) Starting at the corner of Cinnamon Ridge Drive and Carpenter Road Running north along the west side of Cinnamon Ridge Drive from Carpenter to end of landscaped area just past Pinnacle Way
- 3) Starting at the corner of Simoni Ranch Road and Main Street running west along the north and south side of Simoni Ranch Road from Main Street to Rose Ave and all center medians– *this includes all landscaping on the outside of the fence running along the school*
- 4) Starting at the corner of Rose Ave and Simoni Ranch Road running north along the east side of Rose Ave from Simoni Ranch Road to end of landscaping at Barn Dance Way and Rose Ave – this includes the walkway from the corner of Rose Ave and Simoni Ranch Road to Copper Knoll Way
- 5) Starting at the corner of Simoni Ranch Road and Main Street running north along the west side of Main Street from Simoni Ranch Road to end of subdivision (just past Live Oak Ranch Park)
- 6) Starting at the corner of Main Street and Shady Oaks Drive running west from Main Street to end of landscaping at Morning Glory Way – both sides of street and center median
- 7) Starting from O’Hara Ave and Neroly Road running east to end of Neroly Road on both sides of Neroly and center medians
- 8) Starting from O’Hara Ave and Neroly Road running north along the east side of O’Hara Ave from Neroly Road to Brownstone Road, plus center median.
- 9) Starting from the corner of O’Hara Ave and Brownstone Road running east along the south side of Brownstone Road from O’Hara Ave to end of subdivision
- 10) **Live Oak Ranch Park** (1.0 acre)– 19 Solitude Court
- 11) **Shady Oak Community Park** (5.0 acres)– 247 Cedar Glenn Drive

- 12) **Simoni Ranch Open Space** (1.0 acre) – 20 Simoni Ranch Drive (included as part of landscaping from Main Street to the school)
- 13) **Riata Park** (1.7 acres) – 607 Saddlebrook Way
- 14) **Heartwood Park** (1.5 acres) – 240 Heartwood Drive

STONECREEK

LLD 3-24

- 1) All landscaping along Teton Rd between Tuolumne Way and to dead end at south end of Teton both east and west sides of Teton Rd.

MAGNOLIA PARK

LLD 3-25

- 1) All landscaping between Carpenter Road and Lavender Way from Brown Road to Privet Court
- 2) All landscaping along Brown Road from Carpenter Road to Neroly Road both west and east sides of Brown Road
- 3) Starting at Brown Road and Carpenter Road running west along the south side of Carpenter Road from Brown Road to Amaryllis Street – *no landscaping around the school perimeter is included*
- 4) Starting at Brown Road and Neroly Road running west – all of the landscaping along the north side of Neroly Road and center medians from Brown Road to Empire Ave
- 5) Starting at the corner of Dynasty Drive and Neroly Road running west along the south side of Neroly Road from Dynasty Drive to Empire Ave
- 6) Railroad Trail along Union Pacific Railroad tracks
- 7) **Magnolia Park** (4.5 acres) – 5301 Daffodil Drive
- 8) **Novarina Park** (2.2 acres) – 100 Brown Road
- 9) **Daffodil Park** (1.7 acres) – 590 Daffodil Drive

SUMMER LAKE SOUTH

LLD 3-26

- 1) **Manresa Park** (.26 acre) – 1088 Clear Lake Drive
- 2) **Lakewood Drive Park** (.58 acre) – 1882 Lakewood Drive
- 3) **Sycamore Drive Park** (.24 acre) – 1799 Park Place
- 4) **Lakeside Park** (1.64 acres) – 1882 Lakeside Drive
- 5) **Leeward Park** (0.71 acres) – 4289 Summer Lake Drive
- 6) **Catamaran Park and Greenbelt** (0.79 acres) – 2695 Manresa Shore Lane
- 7) **Summer Lake Park** (17.0 acres) – 4020 Summer Lake Drive

Note: All other street landscaping is not included (part of an HOA)

BENEFIT ZONE 1 (OTHER PARKS AND LANDSCAPING):

EMPIRE AVE MEDIANS (0.72 acres) – Landscaping on medians and east side of Empire between Oakley Road and Neroly Road

CROCKETT PARK (5.04 acres) – 4150 Richard Way (including landscaping between fence and Empire Ave).

MAIN ST. NORCROSS TO 5th CIP A&B (1.45 acres) – Landscaping on median and both sides of Main St between Norcross and 5th St. Includes 3 times a year annual color change at Bird Statue.

MAIN ST. CORNER OF BIG BREAK TO VINTAGE (1.44 acres) – Landscaping on median and both sides of Main St between Big Break Rd. and Vintage Pkwy.

MAIN ST. @ NEROLY CENTER MEDIAN (0.19 acres) – Median island on Main St. in front of Dutch Bros. Coffee.

MAIN ST. Parking Lot (.05 acres) – Landscaping in parking lot located on Main St between 3rd and 4th St.

MAIN ST. PARK (.74 acres) – Streetscape and Park at 4991 Gardenia Ave.

LAUREL BALL FIELDS PARK (9.32 acres) – Park at 850 Laurel Rd. and streetscape on north side of Laurel Rd. between O'Hara Ave. and Rose Ave.

FREEDOM BASIN PARK (8.5 acres) – 1040 Neroly Road
Located next to Freedom High School at the corner of Neroly Road and O'Hara Ave. (Includes basin/wetland/play field/streetscape/paths and adjoining upper park to the south of the basin).

LAUREL RD ROW & LR EXTENSION STREETSCAPE – Landscaping on medians and both sides of Laurel Road from the Highway 4 bypass to Empire Ave. and then from Brown Rd. to Rose.

DEWEY PARK AND WHITE HOUSE (0.18 acres) – Dewey Park at Corner of 2nd St and Acme St and White House at 204 2nd St.

CIVIC CENTER AND CIVIC CENTER PARK – 3231 Main Street (includes Park and all landscaping around the park and the 3 civic center buildings. Requires some communication with Black Bear Diner as their landscape is on the City's controller. Their landscape is not part of the work responsibilities). Includes 3 times a year annual color change at fountain.

MARSH CREEK TRAIL HEAD PARKING LOT (.03 acres) – Landscaping inside parking lot located at NW intersection of E. Cypress and Main.

HIGHWAY 160 OFF-RAMP (2.25 acres) – Landscaping along the HWY 160 offramp also includes small portion in front of Carl's Jr at bottom of ramp.

NEROLY ROAD STREETSCAPE - West of Empire Avenue intersection

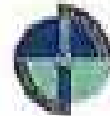
O'HARA AVENUE STREETSCAPE (1.25 acres) – Landscaping on medians and both sides of O'Hara between Francisco Villa Dr. and Laurel Road. Small section extending along the West side of O'Hara just south of Laurel Road up to zone 3-18.L

C.A.M Locations

POMPEII - Small section of landscaping in front of the Pompeii building located at 3330 Main St.

OAKLEY PLAZA - Landscaping in and around shopping center at Oakley Plaza across the street from City Hall. Small section of landscaping on north side of La Costa excluded. Small section of landscaping on south side of Grocery Outlet excluded.

City of Oakley Zone 3 -- Interior Landscaping/Neighborhood Parks





Prepared by Francisco & Associates, Inc.

**CITY OF OAKLEY
ZONE 3-01 VINTAGE PARKWAY
LANDSCAPE IMPROVEMENTS**



LEGEND

-  Zone 3-01 Boundary
-  Zone 3-01 Parks
-  Zone 3-01 Landscaping



CITY OF OAKLEY
 ZONE 3-02 OAKLEY RANCH
 LANDSCAPE IMPROVEMENTS

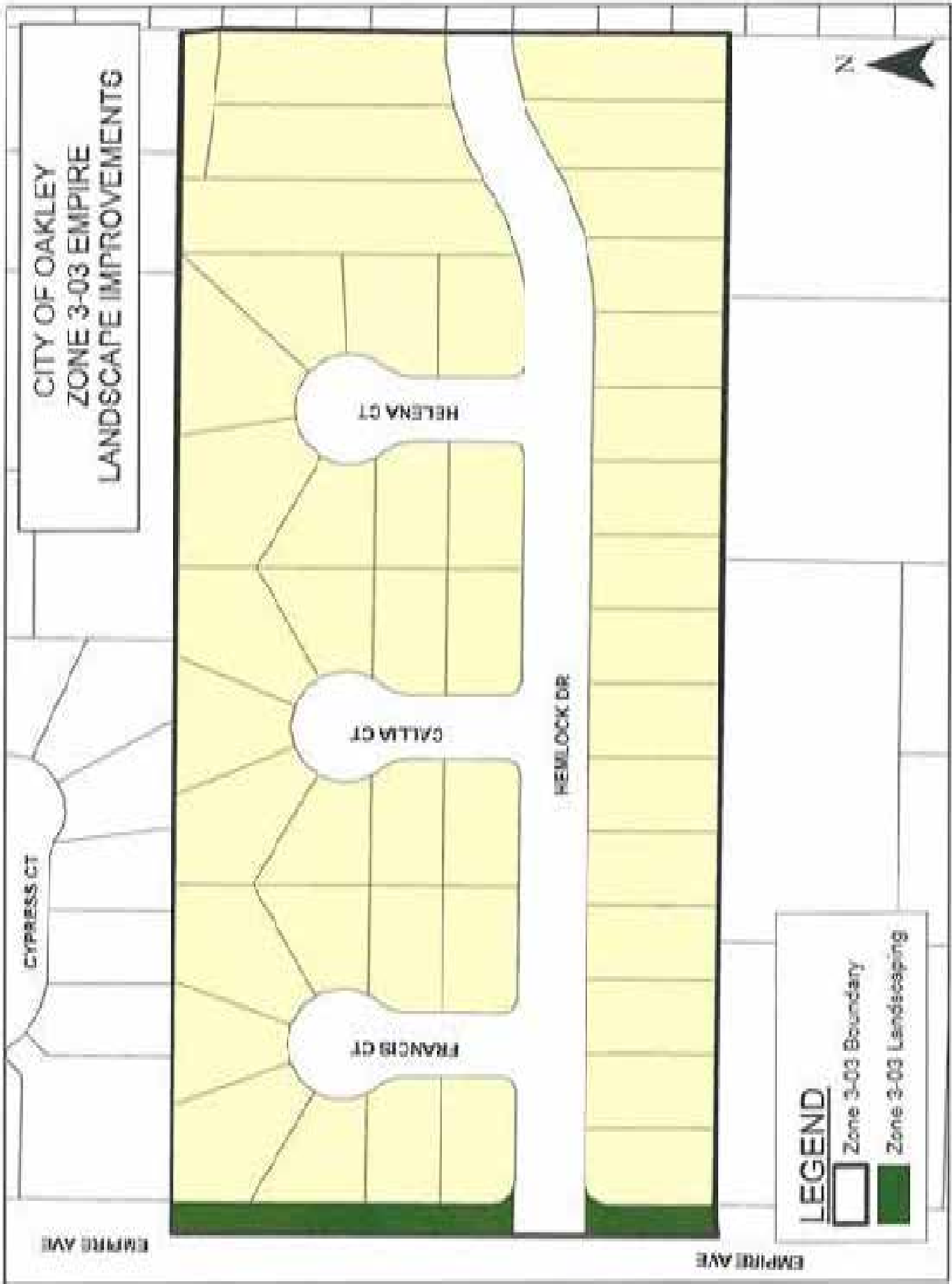


LEGEND



-  Zone 3-02 Fence
-  Zone 3-02 Boundary
-  Zone 3-02 Landscaping



CITY OF OAKLEY
 ZONE 3-03 EMPIRE
 LANDSCAPE IMPROVEMENTS



LEGEND

-  Zone 3-03 Boundary
-  Zone 3-03 Landscaping

CITY OF OAKLEY
ZONE 3-04 OAKLEY TOWN CENTER
LANDSCAPE IMPROVEMENTS

MARION ST

MAIN ST

OAKLEY RD

EMPIRE AVE



LEGEND

 Zone 3-04 Boundary

 Zone 3-04 Landscaping



CITY OF OAKLEY
 ZONE 3-05 OAKGROVE
 LANDSCAPE IMPROVEMENTS



LAUREL RD



LEGEND

-  Zone 3-05 Boundary
-  Zone 3-05 Landscaping
-  Zone 3-05 Parks

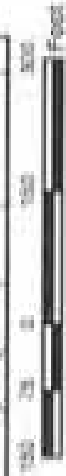


CITY OF OAKLEY
ZONE 3-07 SOUTH FORTY
LANDSCAPE IMPROVEMENTS



LEGEND





- Zone 3-07 Boundary
- Zone 3-07 Landscaping



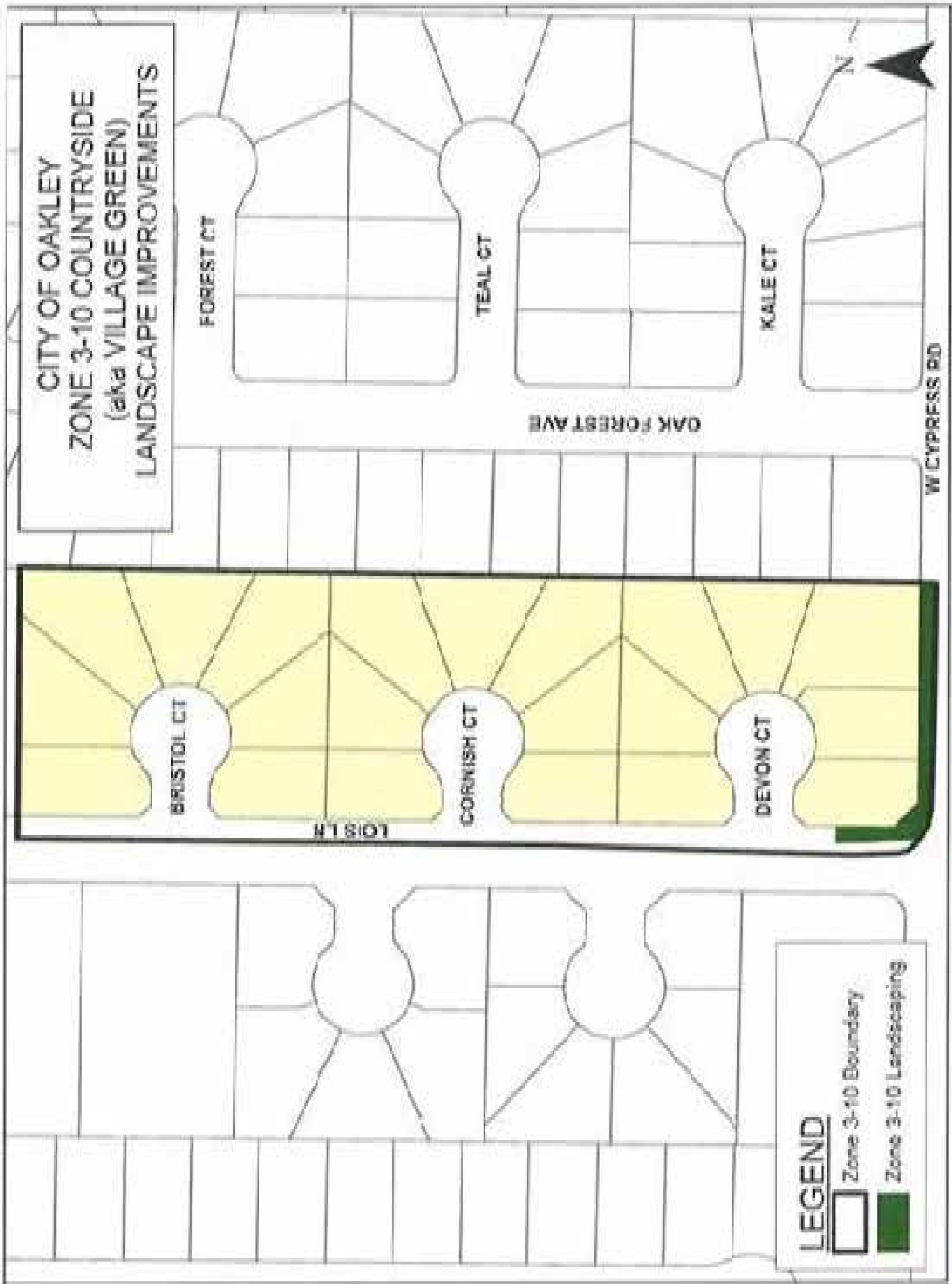
CITY OF OAKLEY
 ZONE 3-08 CLAREMONT BAY
 LANDSCAPE IMPROVEMENTS





LEGEND

-  Zone 3-08 Parking Area
-  Zone 3-08 Boundary
-  Zone 3-08 Landscaping
-  Zone 3-08 Parks

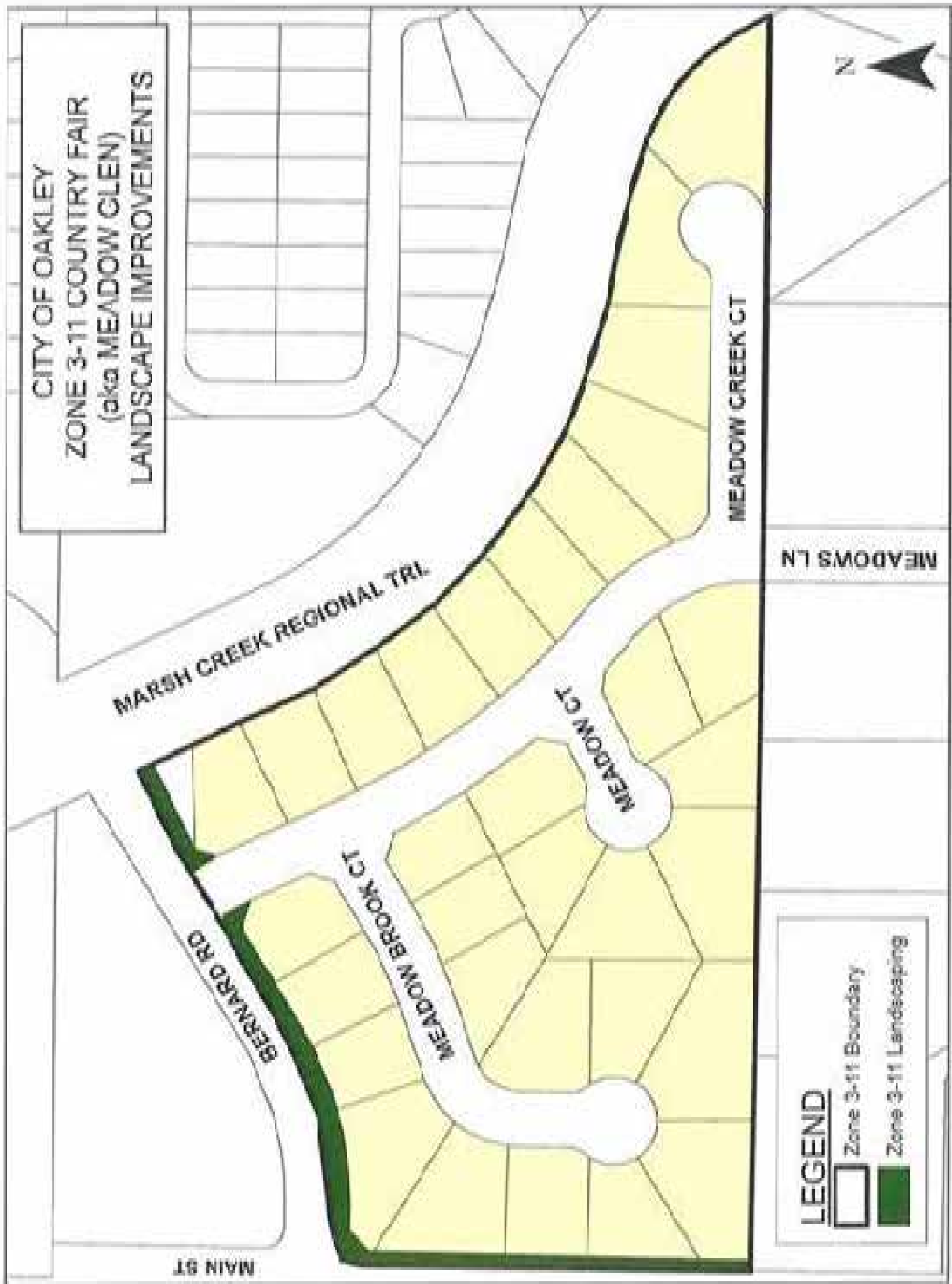
**CITY OF OAKLEY
ZONE 3-10 COUNTRYSIDE
(aka VILLAGE GREEN)
LANDSCAPE IMPROVEMENTS**





LEGEND

-  Zone 3-10 Boundary
-  Zone 3-10 Landscaping

CITY OF OAKLEY
ZONE 3-11 COUNTRY FAIR
(aka MEADOW GLEN)
LANDSCAPE IMPROVEMENTS



LEGEND

-  Zone 3-11 Boundary
-  Zone 3-11 Landscaping

**CITY OF OAKLEY
 ZONE 3-12 CALIFORNIA SUNRISE
 LANDSCAPE IMPROVEMENTS**



LEGEND

-  Zone 3-12 Boundary
-  Zone 3-12 Landscaping

**CITY OF OAKLEY
 ZONE 3-13 CALIFORNIA VISIONS
 (aka LAUREL HEIGHTS)
 LANDSCAPE IMPROVEMENTS**



LEGEND

-  Zone 3-13 Landscaping
-  Zone 3-13 Boundary



**CITY OF OAKLEY
ZONE 3-14 CLAREMONT HERITAGE
LANDSCAPE IMPROVEMENTS**



LEGEND

- Zone 3-14 Boundary
- Zone 3-14 Landscaping







CITY OF OAKLEY
ZONE 3-16 SUNDANCE
LANDSCAPE IMPROVEMENTS



MARKY GIBBY REGIONAL TRAIL

MAIN ST

MORSON CT

ALBUQUERQUE LN

FALL CR

FALL LN

CASHER LN

BRADY CT

LEGEND

 Zone 3-16 Boundary

 Zone 3-16 Landscaping

CITY OF OAKLEY ZONE 3-17 LAUREL ANNE LANDSCAPE IMPROVEMENTS



LEGEND

- Zone 3-17 Boundary
- Zone 3-17 Parks
- Zone 3-17 Landscaping

CITY OF OAKLEY
ZONE 3-17 LAUREL ANNE
LANDSCAPE IMPROVEMENTS



Greenside Park is maintained out of Zones 3-17 with a contribution from Zone 1

LEGEND

- Zone 3-17 Boundary
- Zone 3-17 Landscaping
- Zone 3-17 Parks

**CITY OF OAKLEY
ZONE 3-18 COUNTRY PLACE
LANDSCAPE IMPROVEMENTS**



LEGEND

-  Zone 3-18 Boundary
-  Zone 3-18 Landscaping
-  Zone 3-18 Parks

Nutmeg Park is maintained out of Zone 3-18, with a contribution from Zone 1



**CITY OF OAKLEY
ZONE 3-19
LAUREL CREST
LANDSCAPE IMPROVEMENTS**

Munn Wilson Family Park is maintained out of Zone 3-19 with a contribution from Zone 1



LEGEND




-  Zone 3-19 Boundary
-  Zone 3-19 Trails
-  Zone 3-19 Landscaping
-  Zone 3-19 Parks



**CITY OF OAKLEY
ZONE 3-20 MARSH CREEK GLENN
LANDSCAPE IMPROVEMENTS**



LEGEND

-  Zone 3-20 Boundary
-  Zone 3-20 Parks
-  Zone 3-20 Landscaping

**CITY OF OAKLEY
ZONE 3-21 QUAIL GLEN
LANDSCAPE IMPROVEMENTS**



LEGEND

- Zone 3-21 Boundary
- Zone 3-21 Landscaping







**CITY OF OAKLEY
ZONE 3-22 CYPRESS GROVE
LANDSCAPE IMPROVEMENTS**



Cypress Grove Park is maintained out of Zone 3-22 with a contribution from Zone 1

LEGEND




-  Zone 3-22 Boundary
-  Zone 3-22 Perimeter
-  Zone 3-22 Landscaping
-  Zone 3-22 Pond

CITY OF OAKLEY ZONE 3-23 SOUTH OAKLEY LANDSCAPE IMPROVEMENTS



Shady Oak Park is maintained out of Zone 3-23 with a contribution from Zone 1

LEGEND

-  Zone 3-23 Boundary
-  Zone 3-23 Landscaping
-  Zone 3-23 Parks

CITY OF OAKLEY
ZONE 3-23
SOUTH OAKLEY
LANDSCAPE IMPROVEMENTS

Freedom Basin Park is maintained out of Zone 1



LEGEND

-  Zone 3-23 Boundary
-  Zone 3-23 Landscaping
-  Zone 3-23 Parks



**CITY OF OAKLEY
 ZONE 3-24 RESERVE/STONE CREEK
 LANDSCAPE IMPROVEMENTS**



LEGEND

-  Zone 3-24 Boundary
-  Zone 3-24 Parks
-  Zone 3-24 Landscaping



**CITY OF OAKLEY
ZONE 3-25
MAGNOLIA PARK
LANDSCAPE IMPROVEMENTS**



LEGEND

-  Zone 3-25 Boundary
-  Zone 3-25 Trails
-  Zone 3-25 Parks
-  Zone 3-25 Landscaping

CITY OF OAKLEY ZONE 3-26 SUMMER LAKE SOUTH LANDSCAPE IMPROVEMENTS



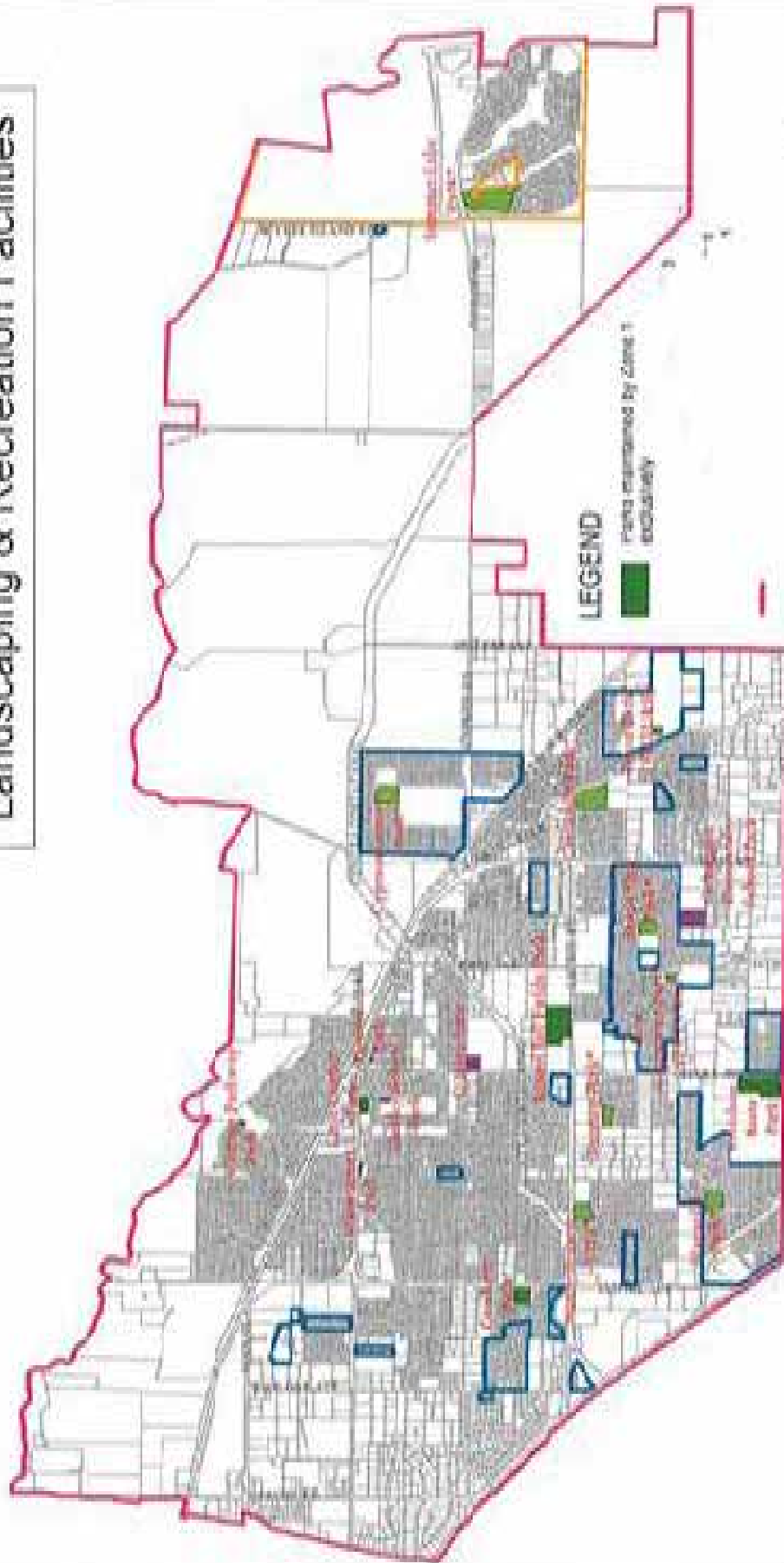
LEGEND

-  Zone 3-26 Boundary
-  Zone 3-26 Parks

Summerlake Park is maintained out of Zone 3-26 with a contribution from Zone 1



City of Oakley Zone 1 -- Community Park, Landscaping & Recreation Facilities



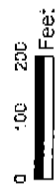
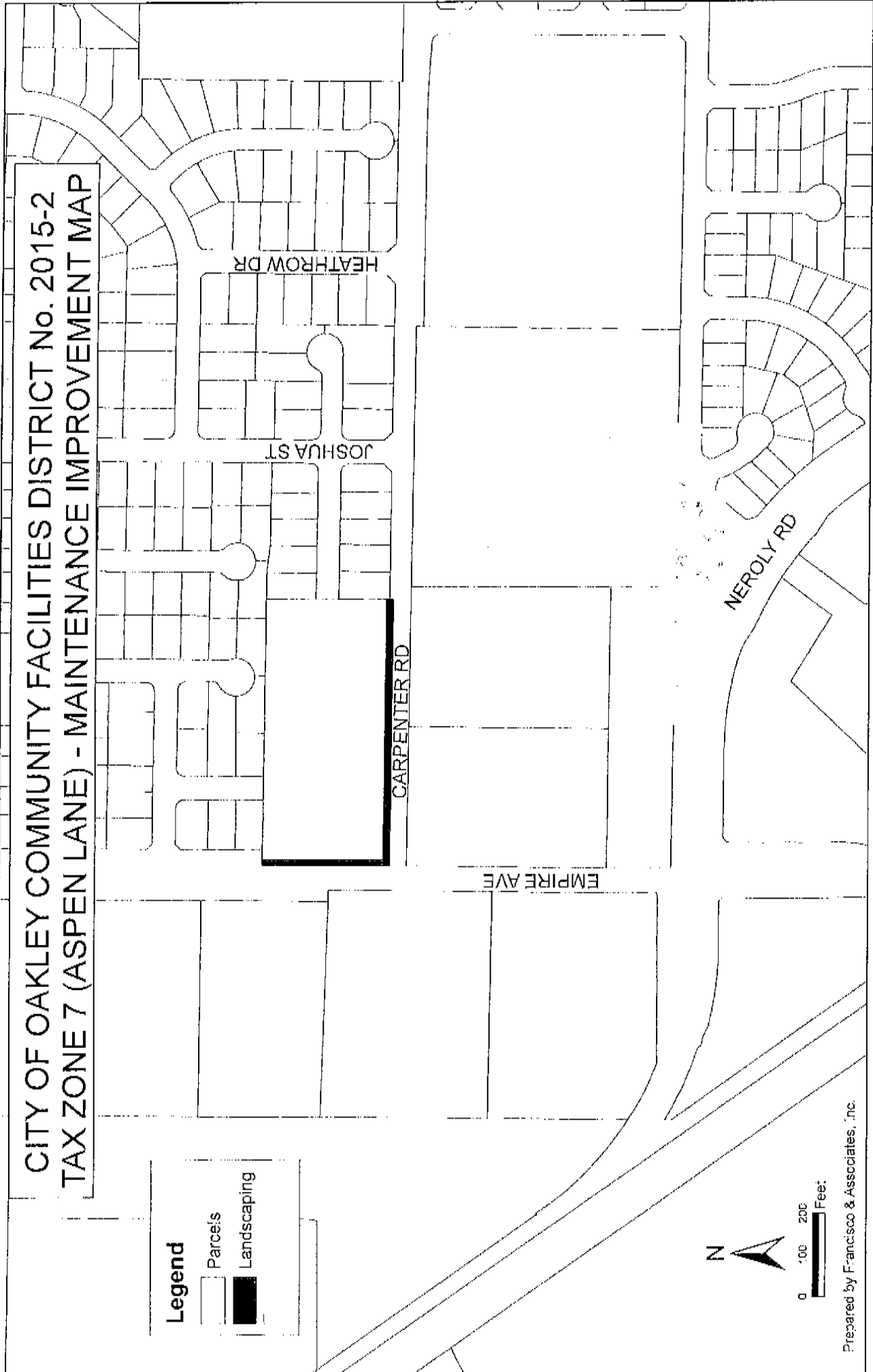
Prepared by Erickson & Associates, Inc.

**CITY OF OAKLEY COMMUNITY FACILITIES DISTRICT No. 2015-2
TAX ZONE 1 (PRESCOTT) - MAINTENANCE IMPROVEMENT MAP**



CITY OF OAKLEY COMMUNITY FACILITIES DISTRICT No. 2015-2
TAX ZONE 7 (ASPEN LANE) - MAINTENANCE IMPROVEMENT MAP

- Legend**
- Parcels
 - Landscaping



CITY OF OAKLEY COMMUNITY FACILITIES DISTRICT No. 2015-2 TAX ZONE 8 (DUARTE RANCH) - MAINTENANCE IMPROVEMENT MAP

Legend

- Parcel
- Landscaping
- Park
- Stormwater Basin

LAUREL RD

CLOVERBROOK AVE

ROSE AVE

BURN DANCE WAY

STONE MOUNTAIN DRIVE IMPROVEMENTS

Imagined Park

Stormwater Basin



Prepared by Francisco M. Associates, Inc.