

**Request for Proposal
Landscape Maintenance Services**



CITY OF OAKLEY, CA

Release Date: May 1, 2023

Deadline for Submissions: May 30, 2023

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Further Attachments/Exhibits may be included, specific to The Related Services

NOTICE TO PROPOSERS

Sealed proposals will be received at the office of the City of Oakley, 3231 Main Street, Oakley, CA 94561 for:

LANDSCAPE MAINTENANCE SERVICES

The requested services consist of furnishing labor, materials, supplies, and equipment to perform landscape maintenance services in the City of Oakley as detailed in the Scope of Work (Exhibit A) and Maintenance Specifications (Exhibit B).

Contractors are warned against making erasures or alterations of any kind, without initialing each such change. Proposal that contains erasures or irregularities of any kind, without such initialing, or omissions, may be rejected. No oral, telegraphic, telephone, facsimile proposals or modifications will be considered.

TENTATIVE SCHEDULE

The tentative schedule of key milestones related to the request for proposal is as follows:

Issuance of Request for Proposal.....	May 3, 2023
Mandatory Pre-Proposal Conference/Site Visit.....	May 16, 2023
Written Questions Submission Deadline.....	May 23, 2023
City Response to Written Questions	May 25, 2023
Proposal Deadline (2:00 pm).....	May 30, 2023
Panel Review and Selection	June 5, 2023
Award of Contract.....	June 13, 2023
Start of Contracted Services.....	July 1, 2023

For the Pre-Proposal Conference/Site Visit, all interested parties will meet at the City of Oakley Public Works Operations Building located at 310 4th Street, Oakley, CA 94561.

Written questions and proposal should be addressed to:

Jesse Dela Cruz
Maintenance Manager
City of Oakley
delacruz@ci.oakley.ca.us

Questions will not be taken by any other City staff via phone, fax, or otherwise during the bidding process. This is to ensure a fair and equal opportunity for all Proposers. No questions will be answered after the question submission deadline listed above.

All bids and supporting documents will become the property of the City of Oakley upon selection of the successful Proposer and before the award of contract, all bids and supporting documents will become public record and subject to disclosure as required by the California Public Records Act.

Proposals shall be submitted on the forms provided or in the format requested in the Request for Qualifications and Bid Pricing documents issued by the City of Oakley. **Proposals shall be**

delivered to the office of the City of Oakley, 3231 Main Street, Oakley, CA 94561. Due Date May 30th 2:00 pm

The outside of each envelope shall be labeled “Landscape Maintenance Services” and include “Proposal” or “Bid Pricing,” the Business name, Proposer’s name, phone number, email address, and current mailing address. **Current Contractors/Service Providers are NOT exempt from participating in the proposal process.**

The City of Oakley reserves the right to reject any or all proposals and or submittals received as public good may require. Specifications are on file in the office of the Maintenance Manager, 310 4th Street, Oakley, CA 94561.

PROJECT DESCRIPTION

The work to be performed under this contract generally consists of, but not limited to, maintenance of public landscaping, parks, street medians, open spaces, and rights-of-way for the various Lighting and Landscape Assessment Districts (LLD), Community Facility Districts (CFD), Common Area Maintenance (CAM), and City-Wide Parks, throughout the City of Oakley as specified in the Contract Documents, and as directed by the Maintenance Manager.

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), Common Area Maintenance (CAM), and Community Facility Districts (CFD). The Lighting and Landscape District includes Zone 1 which encompasses the entire area within the City boundaries and 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-zones have their own budget.

Since each 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 awarded 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 for an extended term that exceeds five (5%) percent. The initial intended contract period, once awarded by the City Council, is proposed to be from July 1, 2023, through June 31, 2026.

SECTION 1
DEFINITIONS AND TERMS

- 1.A Acceptance.** The formal written acceptance by the City of an entire contract, which has been completed in all respects in accordance with the contract documents and any modifications thereof, previously approved.
- 1.B Addenda.** Written or graphic instruments issued prior to the time and date specified for receipt of Proposals which modify or interpret the contract documents, drawings and specifications, by additions, deletions, clarifications, or corrections.
- 1.C 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.
- 1.D Bid Opening Summary.** A written record of the Proposals received, usually by the City Clerk's Office for the purpose of recording the names of all interested parties and comparing their responses.
- 1.E City.** The governing body of the City of Oakley.
- 1.F City Representative.** The Public Works Director or his/her designated representative.
- 1.G Contract.** The written agreement covering the performance of the work as more fully described in, but not limited to, the scope of work, specifications, contract bonds and addenda.
- 1.H Contract Analyst.** The person designated by the Director who is responsible for the proposal and resulting contract process.
- 1.I Contract Documents.** The written agreement covering the performance of the work and the furnishing of labor, materials, and Proposer's equipment in the performance of the work, also referred to herein as the contract.
- The contract documents include but are not limited to this Request for Proposal, including all requirements, exhibits, and attachments; standard Proposal submitted by the Proposer; the general, technical, and special provisions; any standard plans including all approved revisions and addenda to the plans; reference specifications; permits from other agencies as may be required by law; contract change orders; any other written supplemental agreements.
- 1.J Contractor.** 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.
- 1.K Designee.** The person(s) designated by the Director to have regulatory control over the work. Acting either directly or through duly authorized representatives, such agents acting within the scope of the duties delegated to them.

- 1.L **Director**. The Public Works Director designated by the City to have administrative control over work.
- 1.M **Directed**. If, when, or as directed by the City Representative.
- 1.N **Evaluation Panel**. The City staff members, appointed by the Director to evaluate the proposals submitted by a properly licensed and qualified entity, score and determine that a proposal is responsible and responsive, and qualified to perform the duties as required.
- 1.O **Owner**. The City of Oakley acts through its appointed and duly authorized officials.
- 1.P **Offeror**. Any properly licensed and qualified individual, firm, partnership, corporation, joint venture, or combination thereof, that has the capability in all respects, to perform the contract requirements fully and the moral and business integrity and reliability to assure good faith performance, submitting a Proposal for the work contemplated, acting directly or through a duly authorized representative.
- 1.Q **Performance Standard**. An evaluation system establishing the satisfactory and unsatisfactory level of performance; a consistent system of notifying the Contractor regarding problems resulting from performance inconsistent with the terms of the contract agreement; and the corrective methods used to maintain the acceptable level of performance.
- 1.R **Proposer**. Any properly licensed and qualified individual, firm, partnership, corporation, joint venture, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- 1.S **Quality Assurance**. Measures taken by the City to ensure the level of service is meeting specified standards and verifying the Contractor's Quality Control methods.
- 1.T **Quality Control**. A plan and/or measures initiated by a Contractor to ensure that the service is delivered satisfactorily, and an acceptable level of performance is maintained.
- 1.U **Subcontractor**. Any person undertaking part of the work of a contract under the control of a principal Contractor.
- 1.V **Working Day** Any day, recognized by the City, on which the Contractor may proceed with regular work as approved in the Work Schedule, determined by the Director, or designee, toward the fulfillment of the Contract, unless the work is delayed by inclement weather.
- 1.W **Work Schedule**. The approved work schedule indicating when and where employees will be working.

SECTION 2
GENERAL STANDARDS

The City's General Requirements are written to apply to many types of work that contractors perform for the City. The City acknowledges that not all sections will apply to every service. Further detailed specifications, directly related to the service requested, can be found in Exhibit A to the document, and in any additional Exhibits attached pertaining to the specified services.

Contractor shall furnish all labor, materials, tools, equipment, and supplies required to provide the services, as listed in the Scope of Work (Exhibit A) and Maintenance Specifications (Exhibit B).

2.A Laws to be Observed. The Contractor shall keep himself fully informed of all existing and future County, State and Federal laws and regulations, as well as all municipal ordinances and regulations of the City, which in any manner, affect those engaged or employed in the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

The Contractor shall protect and indemnify the City and all its Officers, Officials, Employees, Agents, Volunteers and Servants against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or his employees. If any discrepancy or inconsistency is discovered in the specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Director in writing.

2.B Compliance with Laws. Contractor, his agents, and employees, shall comply with all laws, Oakley ordinances, rules and regulations of the Federal, State, County, the City of Oakley, and all governing bodies having jurisdiction applying to work done or to be done under the agreement.

2.C Record Keeping. Contractor shall keep files and records for work orders, payrolls, material and contractual service invoices and equipment rental invoices. All such records and files shall, upon demand, be made available by the Contractor to the City for inspection.

Other records, such as schedules, copies of licenses, etc. must be submitted to the City in writing, at the designated frequency outlined in the resulting Maintenance Agreement.

2.D Wages. The service contract is "Prevailing Wage", and certified payroll documents shall be maintained. Certified payroll documents shall be provided to the City upon request.

2.E 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, timecards, invoices, receipts, vouchers, and other documents.

2.F Communication. The Contractor or his representative shall contact the City's Director, or designee, when necessary, for the purpose of conveying messages, consultations, scheduling, inspection of sites, etc.

SECTION 3
PERFORMANCE STANDARDS

- 3.A Contract Start Up.** During the first three (3) months of the contract, the Contractor will inspect the sites at least twice per month and will review and discuss inspection results with the Director, or designee. This process and timeline will allow for the Contractor to fully understand the site issues, existing conditions, areas that are substandard, and allow for time to be able to implement the specifications and scope of work successfully and consistently.

To acknowledge a 'ramp up' period during the first three (3) months, the Contractor's work will be deemed as meeting standards unless there is obvious and measurable neglect on the part of the Contractor. The City may, at its cost, renovate or rehabilitate such substandard areas that may have been turned over to the contractor in an as-is condition. Contractor will be expected to maintain the areas at a level that prevents further deterioration and supports the City's rehabilitation efforts.

At the end of the first three (3) months, Contractor will submit an inspection summary to the City by the 10th of the fourth month as to each site's compliance with the standards and specifications. The Director, or designee and the Contractor will agree upon a reasonable action plan with deadlines to bring any specific areas up to satisfactory levels.

- 3.B Communication of Performance Issues.** After the start-up period, the Director, or designee will utilize an "Evaluation Checklist" during scheduled, as well as random, inspections, to evaluate provision of services and communicate whether Contractor's performance is meeting standards or below standards. The Director, or designee may also utilize email, the City's Maintenance Management System [MMS] software or phone calls to relay information on below standard work and request a deadline for completion.

The Director, or designee will also coordinate, upon request from the Contractor, onsite review of any areas that are below standard to communicate and clarify the specifications and scope of work. In addition, regular meetings with the Director or designee may also be scheduled to evaluate the provision of services and contract implementation.

It is important that the Director, or designee receive timely and correct updates to the punchlist of items that have been identified as below standards and that the contractor is working on bringing them back to meeting standards and specifications. The updates should be in the written format presented, either a response via a MMS, or a written update on a punchlist format. If updates are not provided in the time required, a penalty of \$250 per day may be assessed for each calendar day that the City has not received a written update.

- 3.C Contract Compliance and Payment for Services.** The City has created Specifications and a Scope of Work that define the service level standards. The City will regularly inspect the Contractor's work and evaluate and rate it against the contract requirements and specifications. Contractor will be paid for work rated as meeting specifications which will be considered meeting standards. Contractor will not be paid for work rated as unsatisfactory and not meeting specifications which will be considered below standards,

until conditions improve and are rated as meeting standards and the below standards work is attributed to neglect or lack of resources or compliance on the part of the Contractor. Contractor will not be paid any additional amounts for remedial work required to improve below standard areas. The Director, or designee will work closely with the contractor's representatives to achieve the results described in the specifications and scope of work. However, responsibility for meeting standards rests with the Contractor.

1. The Director, or designee will utilize an "Evaluation Checklist" during its scheduled, as well as random inspections, to evaluate provision of services and communicate whether Contractor's performance is meeting standards or below standards. In addition, the City regularly utilizes field staff to informally and randomly inspect contract service areas, and to report when areas are not meeting specifications. The City also receives resident complaints that will generate an inspection and communication to the contractor. A 90-100% overall completion score on the Evaluation Checklist is considered satisfactory and in compliance with and meeting the specifications of the Agreement.
2. A score of less than 90% in any area is indicative of unsatisfactory conditions, below standards and not meeting the specifications with improvement required. Below standards work resulting from action or inaction that is the contractor's responsibility will result in a punchlist of items to complete and a timeframe and deadline for completion to bring areas back to meeting standards and specifications. This punchlist will also include required dates for notification and updates back to the Director or designee on the status of work being completed.
3. If after the designated deadline, the area is still not meeting standards and specifications, a penalty of all or a portion of Contractor payment will be withheld for work not performed, work not completed, or work not completed to the specifications. A portion of payment withheld will be the sole discretion of the City.
4. Payments will be withheld either based on frequency of work that was missed, or until the area has been brought back to meeting standards. Withheld payments for specified work that is frequency based, and cannot be made up, will not be paid to the Contractor. For example, if the scope of work calls for mowing turf once per week, and a weekly mowing is missed, that work cannot be regained, and the payment will not be made for work not performed.
5. For work that has a designated deadline to bring the work area up to meeting standards, if compliance is reached within the designated deadline, the City will release one hundred percent (100%) of the payment withheld. If the same area is out of compliance and below standards a second time within twelve (12) months of the initial notice, the City will withhold as a penalty for work not performed, the monthly payment for that site. For work that has a designated deadline to bring the work area up to meeting standards, if compliance is reached within the designated deadline, the City will release eighty percent (80%) of the payment withheld and retain 20% as a penalty.
6. The City may include in the payment deduction and penalty, the expense related to, or as a result of the Contractor's failure to perform the services as required, including the time and materials cost to continually monitor and inspect work that is below

standard such as City administrative costs for the management of unsatisfactory conditions.

7. In addition to or in lieu of the measures above, and at the discretion of the Director, or designee; the City may hold 10% retention of the full monthly services cost with every monthly billing, for release at the beginning of the next billing period, upon satisfactory completion of the services.
8. The parties will observe and commit to the following problem resolution process:
 1. Written notice of the problem
 2. Field conference with Director, or designee, and Contractor's field representative to identify the problem and agree upon solution as presented by the contractor.
 3. When Contractor's payments are at risk of being withheld, conference between the City's representative(s) and the Contractor's principal.
 4. Contractor to remedy the problem.
 5. Imposition of penalties and withheld payments for work not remedied to meeting standards.
 6. Begin holding retention payments each month.

3.D Invoicing. All invoices are to be submitted after the work has been completed and within thirty (30) days of completion of work. All invoices for service shall be accompanied by reports indicating actual work completed, the site or location of the work, and/or actual hours worked, charged at the hourly and unit rates provided by the Contractor in their bid proposal. See Exhibit A for further invoicing specifications related to the given service.

All Change Orders, Extra Work, repairs, and renovation invoices shall be at the contracted Time and Materials pricing, shown as separate line items on the invoice, and shall reference the Notice to Proceed date (where applicable) and/or the purchase order number. All invoices shall indicate all work performed at the contracted labor rates and materials and services cost plus overhead and profit rates.

In addition, all invoices for materials and services shall have verifiable copies of the Contractors materials and service vendor's invoices attached.

All invoices formatting must match the order of the Bid Price Schedule to expedite review and processing.

All invoices submitted not in compliance with any of the above stipulations will not be considered for payment and must be resubmitted by the Contractor within five (5) days of notice from the City.

3.E Authority of Director, or Designee. The Director, or designee shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation. The Director, or designee's decision shall be final, and he/she shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

SECTION 4
PERSONNEL STANDARDS

4.A Staff Assignments. The City of Oakley shall, throughout the life of the contract, have the right to reasonable rejection and approval of staff assigned to the work by the Contractor. If the City of Oakley reasonably rejects staff, the Contractor must provide replacement staff satisfactory to the City of Oakley in a timely manner and at no additional cost to the City. The day-to-day supervision and the control of the Contractor's employees are the responsibility solely of the Contractor.

4.B Staffing and Supervision. The Contractor shall employ at all times sufficient staffing to perform the work as specified herein. The Contractor or qualified representative shall be reasonably accessible to the City at all times during working hours.

Laborers performing work shall be directly employed and supervised by the Contractor unless use of subcontractors has been agreed upon between the Contractor and the City prior to the start of work. Contractor's staff shall be sufficiently trained and qualified to perform the services as specified. The Contractor shall perform management and technical supervision as required. Contractor shall have a sustainable and sufficient organizational chain of command utilizing enough on-site qualified supervisory personnel and qualified specialists. Work crews should generally consist of 3 or more crew members with one of those members being the crew lead. On-site supervisory staff (foremen, supervisors etc.) should be responsible for no more than three full crews. Irrigation technicians/specialists shall be staffed at levels to adequately sustain the required maintenance levels of the irrigation systems. An example organizational chart can be found as Exhibit D of this RFP.

4.C Appearance. All employees of the Contractor assigned to work in any area covered by this agreement shall wear uniform clothing clearly identifying them, by name, as employees of the Contractor and shall maintain a clean and neat appearance. All employees shall wear the same style, color and type of uniform while engaged in activity related to this agreement. All employees shall have available, upon request, a Supervisor's business card with office, cell phone and email address noted. All Contractor vehicles and equipment shall always have highly visible identification and signage.

4.D Conduct. The Contractor and his employees shall always be courteous and considerate toward the public in the course of their work. Proper training and instruction as to courteous responses to all inquiries is required, and training records are to be provided to the City upon request. Any report of abusive attitude, language, or action, following investigation, shall be the grounds for immediate dismissal of the employee (s) involved and will result in a monetary penalty to the Contractor entirely at the discretion of the City.

4.E Character of Workers. If any person employed by the Contractor who appears to the Director, or designee to be incompetent or to act in a disorderly or improper manner, he shall be discharged from the site immediately by the Contractor upon written direction of the Director, or designee, and such person shall not again be employed on the project. The Contractor will be responsible for completing the work, as scheduled and specified.

The discharge of such an employee will not be considered as a reason for incomplete work.

4.F Labor.

1. **General.** Only competent workers shall be employed by the Contractor to work within the City of Oakley. Any person employed who is found to be incompetent, intemperate, troublesome, disorderly, or otherwise objectionable, or who fails or refuses to perform his work properly and acceptably shall be immediately removed from the work site by the Contractor and not be re-employed to work in the City of Oakley.
2. **Laws.** The Contractor, his agents and employees shall be bound by and comply with all applicable provisions of the Labor Code and with Federal, State, and local laws related to labor.

The Contractor shall strictly adhere to the provisions of the Labor Code regarding minimum wages, workday, work week, overtime, Saturday, Sunday, and holiday work, and nondiscrimination because of race, color, creed, sex, sexual orientation, national origin, or religion. The Contractor shall forfeit to the City the penalties prescribed in the Labor Code for violations.

SECTION 5

CONTROL OF THE WORK AND MATERIALS

5.A Work Site/Materials Inspection. All work and materials are subject to inspection and approval of the Director, or designee. The Director, or designee, and authorized representatives shall always have access to the project sites while services are being performed. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with the contract documents. Inspection of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the contract, and improper work will be subject to rejection. Work and materials not meeting such requirements shall be made good and unsuitable work or materials may be rejected; notwithstanding that such work or materials have been previously inspected by the Director, or designee.

5.B Project Supervisor Qualifications. The Project Supervisor(s) must have the ability to exercise independent judgment and control the work methods and procedures used in the performance of the work being completed and will be responsible for accomplishing work within established time frames. Knowledge of the principles and practices of services provided safe operation of equipment and tools and ability to work effectively in a public environment is essential.

The Contractor shall also provide, in writing to the City, a telephone number, e-mail address, and cellular phone/pager number to contact the Director, or designee, during all business hours and for any after-hours emergencies.

5.C Defective and Unauthorized Work. All materials, and parts furnished by the Contractor in the work shall be new, high grade and free from defects. Workmanship shall be subject to the Director, or designee's approval. Materials and workmanship not conforming to the requirements of the contract documents shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by the Contractor, at his expense, when so directed by the Director, or designee.

Any work done beyond the limits of work established by the Director, or designee, or any extra work done without written authority, will be considered unauthorized work. The City is not responsible for costs associated with unauthorized work.

5.D City Furnished Materials. Materials, if furnished by the City, will be made available as designated by the Director, or designee. The cost of loading, unloading, hauling, and handling and placing City furnished materials shall be considered as included in the bid price involving such City furnished material.

Contractors shall inspect and assure themselves of the amount and soundness of such materials and acknowledge written receipt for it.

The Contractor will be held responsible for all materials furnished to him, and he shall pay all applicable demurrage and storage charges. City furnished materials lost or damaged

for any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the City for the cost of replacing City furnished material and such cost may be deducted from any monies due or to become due the Contractor.

5.E Storage of Materials, Equipment and Supplies. Materials, equipment, and supplies shall be stored in the designated storage sites in such a manner as to ensure the preservation of their quality and fitness for work. These items shall be stored so as to facilitate inspection and, if necessary to protect the public or the items, shall be suitably fenced or locked.

All additional arrangements for locations and arrangements of storage sites for materials, equipment and supplies shall be maintained by the Contractor at his expense. Full compensation for furnishing such storage sites as may be necessary or required by the Contractor shall be considered as included in the price bid and no additional compensation will be allowed.

5.F Damage Responsibility. All damage due to Contractor's negligence shall be the responsibility of the Contractor and shall be repaired immediately at Contractor's expense, or as agreed upon between Contractor and City.

All damage to, or thefts from, structures, not attributable to the Contractor's negligence, shall be the responsibility of the City.

Protection of Vegetation and Property. The Contractor shall not deface damage or remove any signage, structures, trees, or other vegetation, nor any other private or public property. Contractor shall repair or restore, to their original condition, all property damaged by equipment or operations of the Contractor. Likewise, damage to any other private and/or public property shall be the responsibility of the Contractor. The Contractor will obtain approval for repair and restoration from the City's Director, or designee or designee prior to the initiation of such work.

5.G Safety. Safe work practices shall be enforced at all times. Protective gear and appropriate clothing shall be worn and utilized at all times and shall comply with all local, State and Federal safety regulations. Workers exposed to traffic or equipment conditions shall wear highly visible orange, or lime-green, reflective clothing meeting current American National Standards Institute (ANSI) guidelines, which currently requires a minimum of a Class 2, Level 2 reflective vest. All work zones shall be properly posted.

All services and merchandise must comply with the California State Division of Industrial Safety Orders and O.S.H.A. requirements. Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Relations. All machinery shall arrive at the work site in good, safe working condition.

Under no circumstances shall any repair work be conducted on any machinery at the job site without the consent of the Director or designee. All machinery shall be maintained according to the manufacture specifications. Machinery which has defective or missing safety devices shall not be used at any time. Machinery shall not be used in unsafe environmental conditions. The exact number of people required by the manufacturer's

specifications shall operate all machinery. Generally accepted safety practices shall be used at all times.

Full compensation for conforming to the requirements of this section shall be considered as included in the lump sum contract price and no additional compensation shall be allowed, therefore.

5.H Traffic Control (where applicable). All safety and traffic control placement are the responsibility of the Contractor and are required at all times during this agreement. Traffic control measures must conform to the current State of California, Manual on Uniform Traffic Control Devices (MUTCD).

5.I Access and Public Safety. This section defines the Contractor's responsibility regarding convenience and safety of the public in connection with their operations. The Contractor shall so conduct their operations as to offer the least possible obstruction and inconvenience to the public and he shall have under construction no greater length or amount of work than he can prosecute properly with due regard to the rights of the public.

The Contractor shall conduct the work required in such a manner as to cause the least amount of interference with the general operation of the City.

Convenient access to areas within the facilities shall be maintained allowing free access in and out of the public areas. Pedestrian routes and barrier methods are subject to approval by the City. The Contractor shall maintain, at all times through the work area, a safe route for pedestrians which will not direct pedestrians into vehicular traffic. Full compensation for conforming to the provisions of these Special Provisions including; furnishing all labor, materials, supplies, signs, lights, tools, equipment, and incidentals, the labor and the materials, for all the work involved, including maintenance of the equipment, installation and removal of the equipment, as specified herein, and as directed by the Director, or designee shall be considered as included in the contract price and no additional compensation will be allowed therefore.

5.J Temporary Storage of Material and Equipment. No material or equipment shall be stored where it will interfere with the free and safe passage of the public. At the end of each day's work and at other times when maintenance operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from the work site.

SECTION 6
PROPOSAL REQUIREMENTS

6.A Bid Proposal. Each Proposer shall submit two (2) copies of their Bid Proposal and Bid Pricing in separate sealed envelopes, proposals in one, bid pricing in the other (as stated previously in the Notice to Proposers) properly marked to the City Clerk. Proposals and Bid Price Schedule shall be submitted on the forms provided or in the format requested in the Request for Proposal. Each envelope shall be labeled on the outside of the envelope with the title of the service, for example: "Landscape Maintenance Services" and include "Proposal" or "Bid Pricing," the Business name, Proposer's name, phone number, email address, and current mailing address.

Unless otherwise stated, Proposers must submit a proposal and bid pricing on all areas as requested, with the exception of bid alternates.

6.B Examination of Specifications, Sites and Contract Requirements. Proposer shall carefully examine the sites where the services are to be provided, the specifications, and the Request for Proposal, Bid Price Schedule, and contract forms, therefore. The submission of a Proposal shall be conclusive evidence that the Proposer has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirement of the Request for Proposal, specifications, and the contract.

When applicable, maps are provided and attached as an illustration of the area of work and may not include exact boundaries. However, the City agrees that mapping is generally 90% correct.

6.C Provision of Services Estimate. The measurements given in the Request for Proposal and Bid Pricing for such items as curb miles, square footage, linear feet, etc. are approximate only and are given as a basis for the comparison of Proposals. It is required that Bidders familiarize themselves with the areas of services prior to the time of bidding. The City does not expressly, or by implication, agree that the actual number of services will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Director, or designee.

6.D Addenda. The Director, or designee may, when deemed necessary, and at a time prior to the closing date and time, issue addenda to the Specifications to amend, clarify or correct matter contained therein. Such addenda shall constitute a part of said Specifications and shall be equally binding with them. Addenda will be forwarded to all prospective Proposers, insofar as they are known to the Director, or designee, as well as posted to the City's website.

6.E Receiving of Proposals. Proposals will be received publicly up to the time and date indicated in the "Notice to Proposers," at the City Clerk's Office. Proposals received after the time and date specified will not be accepted and will be returned to the Proposer, upon request.

- 6.F Proposal Withdrawal.** Proposers submitting a Proposal may make a written request to the Public Services Director, or designee prior to the closing period to amend a Proposal without penalty. Proposals cannot be amended after the acceptance date and time even if the amendment does not affect the quality, quantity, or delivery of services.

A proposal presented to the City of Oakley may be withdrawn prior to the closing date and time. A written request for withdrawal made to the Director or designee and signed by the Proposer will be accepted up to the closing date and time. Once withdrawn, the proposal cannot be resubmitted. A Proposer who has withdrawn his Proposal may not work as a subcontractor for the Contractor awarded the contract.

- 6.G Relief of Proposer.** If the Proposer claims a mistake was made in his proposal, the Proposer shall give the City written notice within five (5) days after the closing date and time of the acceptance of the alleged mistake, specifying in the notice in detail how the mistake occurred.

- 6.H Rejection of Proposals.** Proposals may be rejected if they show any alteration of form, additions not called for, conditions to the specification, incomplete forms and/or content, erasures, or irregularities of any kind.

The City reserves the right to reject any or all Proposals for improper form upon finding the Proposer to be irresponsible or incompetent, collusion, inability to perform the contract, lack of or poor response from references, or any other reason found to be detrimental to the City's interest or welfare.

Neither the City nor the Director, or designee shall be deemed responsible for any oral clarification, nor will it be binding.

SECTION 7
INSTRUCTIONS TO PROPOSERS

7.A General Instructions. Proposals are to be submitted by the date and time indicated in the Notice to Bidders section of this document. Proposals will be due to the City of Oakley offices located at 3231 Main Street, Oakley, CA 94561.

Bid price schedules are to be submitted in a separate sealed envelope, from the proposal package.

The proposals will be reviewed by a panel, and deemed either qualified or not qualified to perform the work, based on the proposal content and per the following criteria:

1. Ability of the Contractor to provide innovative approaches and techniques in the delivery of services and partnering with the City to reach high quality outcomes.
2. Demonstration of exceptional ability to provide a high level of quality service standards under similar conditions to institutions, private or public of similar size and area requirements.
3. Quality and performance assessments of work quality and working relationships with current and recent clients that indicate high levels of satisfaction and effectiveness.
4. Proven competencies in the effective and efficient use of natural resources, and implementation of best management practices.
5. Policies that provide highly trained, competent staff at every level of the organization.
6. Demonstration of a high level of stability and long-term high-quality performance of the Contractor.
7. Well organized communication systems and electronic reporting capabilities demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City.
8. A high level of competence, knowledge, and expertise in the area of central irrigation systems repair, programming and maintenance.
9. Demonstration of the ability to provide the necessary equipment and qualified personnel to perform the services by the start of the contract.
10. A complete/legible proposal package.

Bid pricing envelopes of Proposer's deemed unqualified will not be opened and may be returned to the Proposer, upon request.

The panel will then check the Proposer(s) references, and if deemed necessary, the panel may hold proposal review sessions with one or more of the qualified bidders, to determine that the Proposer(s) are "responsible" and capable of performing the requirements of the

contract. The proposal review session will allow the Proposer(s) to confirm information submitted in proposal documents, including requirements, methodology for performing services; as well as present any additional information and answer any clarifying questions by the panel. The Proposer(s) may be disqualified at any point of the selection process, if it is found that items submitted in the proposal are incomplete, incorrect, or are found to be untrue or unresponsive, or if it is determined that the bidder is incapable of performing the services, as requested.

The City reserves the right to negotiate multiple contracts and rates with the pre-qualified Proposers(s), if such negotiations are in the City's best interest. The goal of a negotiation is to agree on a final contract that delivers to the City the services required at a fair and reasonable cost that fits best with the preferred method of service provisions, and within the approved operating budget, as approved by City Council. The negotiation process will continue, as necessary, until successful contracts are reached, or until staff makes a recommendation to reject all Proposals.

7.B Proposal Content. ALL PROPOSALS MUST INCLUDE THE FOLLOWING SECTIONS (TITLED AS SUCH) IN THE FOLLOWING ORDER:

1. **Cover Letter.** The cover letter should not exceed the equivalent of two (2) single sided pages and should provide:
 - a. Name of the company, billing address, telephone number, and fax number of Proposer's key contact person.
 - b. Years in business.
 - c. Description of the type of organization (e.g., corporation, partnership, joint venture, and teams) submitting proposals.
 - d. Name of the entity that will execute the Agreement, in the event it is awarded.
 - e. A written statement warranting that the requirements of the Agreement, as described in this RFP document, its enclosures, and all addenda, by listing all addenda and dates received, have been thoroughly reviewed and the Proposer has conducted all due diligence necessary to confirm material facts on which the proposal is based.
 - f. A written statement acknowledging the validity of the proposal contents, including proposed bid pricing.
2. **Table of Contents.** The table of contents should list all documentation in the order required in this Request for Qualifications and Bid Pricing document, as stated above.
3. **Forms.** The proposal must contain **Forms A-F** of the RFP (Attached), in the order they are provided in. Proposers shall use only the forms and format provided. Any deviation from those provided may be considered non-responsive, and grounds for rejection of the entire proposal.
 - a. Form A – Statement of Organization
 - b. Form B – Non-Collusion Affidavit
 - c. Form C – Violations History

- d. Form D – Vehicle and Equipment Inventory (or plan to purchase vehicles and equipment prior to the start of the contract)
 - e. Form E – Maintenance Yard
 - f. Form F – References/Work Experience (local, long term municipal contracts preferred)
4. **Signed Addenda.** (if applicable)
5. **Qualifications.**
- a. **Experience/Education of Key Management.** Proposer must identify and provide resumes for key staff proposed for the service identified herein. Provide a list of all management, foremen, supervisors, and specialists with experience assigned to this project AND attach a one (1) page resume for each management team member presented for this project, displaying the required qualifications, per the Scope of Work (Exhibit A) and Maintenance Specifications (Exhibit B).
 - b. **Experience of Staff.** Proposer must provide descriptions of the experience of the maintenance crew, including supervisors, operators, irrigation technicians/specialists, field staff/laborers, etc. Explain the level of authority that the staff exercises regarding making decisions in the field. Provide a list of all key staff members with experience that will be available for these services (supervisors, crew leaders, specialists, operators, and crew) AND attach a one (1) page resume for each key staff member presented for these services. Resumes should address any qualifications required, per the Scope of Work (Exhibit A) and Maintenance Specifications (Exhibit B). Should the Proposer plan to hire additional staff prior to the start of the contract include narrative indicating how sufficient staffing levels will be reached.
 - c. **Executive Summary.** The executive summary should not exceed three (3) single-sided pages and should highlight the major elements of the Proposer’s qualifications including a description of the flexibility and authority to make decisions and act independently in the field based on the specifications, priorities, and direction from City personnel.
 - d. **Financial Stability.** Proposer is required to include a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states (a) that your current bonding capacity is sufficient for the project for which you are submitting a proposal and (b) the amount of your current available bonding capacity. Proposer is required to include a statement from their credit agency, indicating current lines of credit available, and both total, as well as net credit currently available.
 - 1) The City reserves the right to request a statement from an Auditor or Certified Accountant indicating that the company possesses adequate financial resources to fulfill the obligation required by the contract in the form of financial statements including a balance sheet, statement of income, and most recent audit, if available.
 - 2) The City reserves the right to require submission by the Proposer, at no cost to the City, of an opinion by a Certified Public Accountant regarding the financial status of such Proposer, including ownership of, or interest in, equipment and facilities prior to award of a maintenance agreement.

6. **Technical Proposals**. Proposers are required to provide a description of the manner in which the requested service is to be provided, including any plans to increase equipment and/or staff, or any other changes that will take place between the time of bid and the time of contract execution. At a minimum, this should include the following components:
 - a. **Transition Plan**. Proposers shall provide a detailed “Initial Transition Plan” that sufficiently describes the plans and schedule of events leading up to the provision of the maintenance services in no more than three (3) pages.
 - b. **Proposed Methodology**. Attach an explanation on how your company will provide the requested services as specified. In no more than three (3) pages include a description of how the project will be staffed (include number of employees, equipment, number of days, etc.), as well as how your company will adjust to changing circumstances such as inclement weather, special events, holidays, traffic conditions, unscheduled employee absences. Finally submit a proposed sample schedule for the completion of the maintenance services.
 - c. **Quality Control Measures**. Attach a detailed description of your Quality Control Program in no more than two (2) pages detailing how your company will ensure that the specifications will be met efficiently and effectively, including any GPS/PDA or live-time software for tracking work. Include methodology on how you will communicate problems, what steps you will take to prevent or minimize potential service issues. Explain how your company will respond to inquiries or complaints reported by the City, including your current e-mail capability to receive online maintenance requests from the City. Other issues to address are response time to correct deficiencies, and employee training and recognition programs.
7. **Additional Information**. Proposers must provide items specific to the given maintenance service, as outlined in the “Scope of Work and Specifications, Exhibit A,” where requested.

Proposers may also provide any additional information that they believe to be applicable to this proposal in this section of the proposal, not to exceed eight (8) single-sided pages.
8. **Appendix**. Proposers will include copies of certifications and licenses, where applicable, and as required in the “Scope of Work, Exhibit A and Maintenance Specifications, Exhibit B.”
9. **EXHIBIT C**. Bid Price Schedule (in separate sealed envelope).
10. **ALL PROPOSALS MUST BE CLEAR AND LEGIBLE**

SECTION 8

AWARD AND EXECUTION OF CONTRACT

8.A Award of Contract. The City reserves the right to reject any and all proposals and to waive irregularities in the Proposal procedure. The award of the contract, if awarded, will be to the most qualified Proposer/s, whose proposal/s complies with the requirements, is deemed “responsive” and “responsible” by the pre-qualification process and who provides a low competitive bid to the City.

Proposals will be reviewed on level of completeness (including the completion of Forms A-E) as well as their responsiveness and apparent responsibility, gauged by the Proposers’ past work performance with employers similar to the City of Oakley; ability to meet the service criteria specified; demonstrated understanding of the scope of work and specifications; ability to obtain insurance and bonding coverage; confirmation of references checked; possession of and ability to retain qualified personnel; possession of licenses and certifications; possession of equipment, and tools necessary to complete the work specified and compliance with all requirements of the RFP.

The Proposer selected agrees to accept award and enter into a contract, if the award is offered, based upon the information presented in the proposal package, the terms specified in the resulting contract, at the prices submitted. The Proposer agrees to accept all areas, as is.

8.B Term of Contract. See Exhibit A for contract terms for these services.

8.C Reduction of Services. City reserves the right to add, delete or change areas under the Agreement and may do so upon giving written notice to the Contractor. Money not appropriated by City Council agreement may result in modification, cancellation, reduction in scope, and/or reduction in compensation. If these changes cause an increase or a reduction in the maintenance costs included in this agreement, they shall be readjusted and, when agreed upon, incorporated into an Amendment to the Agreement.

Execution of Contract. The contract shall be signed by the successful Proposer and returned, together with an insurance certificate, City business license, and any other required documents within ten (10) working days after the Proposer has received the contract documents. Failure of the successful applicant to execute the proposed contract and return same to the City with evidence of the insurance specified in said contract within ten (10) working days after receiving the contract for execution shall be just cause for the City to withdraw its acceptance of the proposal.

The Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any rights, title, or any interest therein, without prior written consent of the City of Oakley.

8.D Contract Documents. The contract documents shall consist of, but not be limited to, the following:

1. Notice to Proposers
2. Request for Qualifications and Bid Pricing document.
3. Contractor’s Proposal

4. Bid/Performance/Payment Bonds (when applicable)
5. Addenda
6. Contract Agreement
7. Insurance Certificate(s)
8. Plans/Drawings (when applicable)
9. Project Specifications
10. Permits From Agencies as Required
11. City of Oakley Business License

8.E Termination of Agreement.

1. **Termination by City.** The City may terminate the agreement for cause or without cause upon giving at least thirty (30) calendar days written notice to the Contractor. In the event of termination without cause, the City shall pay all charges outstanding and approved by the City at the time of termination within thirty (30) days following termination.

Upon receiving notice of termination, the Contractor shall discontinue said work, or such parts of it, on the assigned date, as the Director or designee indicates.

2. **Termination by Contractor.** The Contractor may terminate the agreement with at least thirty (30) calendar days written notice to the City if there is a filing by or against the Contractor of a petition, consent, or application under any federal or state bankruptcy law of any other law in which the Contractor is alleged to be insolvent or unable to pay its debts as they become due.
3. **Termination by Contractor Without Cause.** The Contractor may terminate the agreement at its sole discretion and without cause, by giving the City one (1) year (three hundred and sixty-five days) written notice. If the Contractor gives such notice, then the agreement shall terminate one full year after such notice is given to the City. The City, at its sole discretion, may authorize termination prior to the conclusion of the 365 days, if requested in writing by Contractor.

SECTION 9
PROGRESS OF WORK

9.A Beginning of Work. The Contractor shall begin work after receiving notice to proceed on the date specified on said notice to proceed and shall diligently prosecute the same to completion.

Should the Contractor begin work in advance of receiving notice to proceed, any work performed by the contractor in advance of the said date of approval shall be considered as having been done by the contractor at their own risk and as a volunteer unless said contract is so approved.

EXHIBIT A
SCOPE OF WORK

The City of Oakley is soliciting Qualifications and Bid Pricing for:

LANDSCAPE MAINTENANCE SERVICES

Interested Proposers are invited to submit Proposals and Bid Pricing to the City of Oakley in accordance with the conditions and terms described in the Notice to Proposers and Request for Qualifications and Bid Pricing documents.

Proposal submittals must include methodology for the provision of the services listed below, as well as any other pertinent information regarding equipment to be used, technician qualifications, etc., and must conform to at least the minimum qualifications listed in this document.

The City reserves the right to award all, some, or none of the tasks from the scope of work, as the public good may require, and may select to award multiple contracts in order to complete services, as necessary. Contractor's price should not be contingent upon the award of all areas bid.

The City may choose, at its discretion, to award a contract for any portion of the work, as is in the best interest of the City, and may select to split the work and/or award multiple contracts in order to complete services as necessary.

AREA DESCRIPTIONS

The following City Service Area (maintenance of public landscaping, parks, street medians, open spaces, and rights-of-way for the various Lighting and Landscape Assessment Districts (LLD), Community Facility Districts (CFD), Common Area Maintenance (CAM), and City-Wide Parks) descriptions, area quantities and mapping are approximate and provided for the Contractor's convenience and use for reference only. In no manner are these description, area quantities and mapping documents intended to relieve the Contractor from proper field observation and due diligence in determining the area Scope of Work to be provided by the Proposer's bids.

The City is available to clarify any written questions in regard to the Scope of Work during the Request for Proposals timeline and the Proposer's failure to seek clarification, does not relieve the Proposer of any responsibility for provision of all-inclusive bids. Maps of service areas can be viewed here:

ZONE 3
Cypress Pond CFD-1
3-1 STREETScape
3-2 STREETScape
3-3 STREETScape
3-4 STREETScape
3-5 STREETScape + OAK GROVE PARK
3-6 STREETScape
3-7 STREETScape
3-8 Claremont Bay Park and Bayview parking lot
3-9 STREETScape
3-10 STREETScape
3-11 STREETScape
3-12 STREETScape

3-13 STREETScape
3-14 STREETScape
3 – 15 Holly Creek Park ONLY
3-16 STREETScape
3–17 STREETScape + HARVEST PARK Creekside Park
3-18 STREETScape + NUTMEG PARK
3 – 19 STREETScape + NUNNWILSON PARK + KODA PARK @ \$20,640(2021) + Athletic F. @ \$33,384(2021)
3 – 20 STREETScape + MARSH CREEK GLENN PARK
3–21 STREETScape
3–22 Cypress Grove Streetscape AND TRAILS + BRIARWOOD PARK + POND
3–23 STREETScape + LIVE OAK RANCH PARK, HEARTWOOD PARK, RIATA PARK, SHADY OAK PARK, SIMONI RANCH OPEN SPACE
3-23 Stone wood additions (estimates for added streetscape incoming 2023)
3–24 STREETScape
3-25 STREETScape + NOVARINA PARK & OPEN SPACE, Magnolia Park, Daffodil Park, Empire Trail
3 – 26 Parks: + MANRESSA; LAKEWOOD; SYCAMORE; LAKESIDE; LEEWARD and SUMMER LAKE; CATAMARAN & Greenbelt

ZONE 1 AREA

EMPIRE AVE MEDIANS
CROCKETT PARK
MAIN ST. NORCROSS TO 5th ST - CIP 165 AB
MAIN ST. CORNER OF BIG BREAK TO VINTAGE
MAIN STREET @ Neroly CENTER MEDIAN
Main Street Parking lot between 3rd and 4th St
MAIN ST. PARK
(estimate 30k for CIP parking lots added in 2023)
estimate 15k for Tri-Delta's Main St City maintained Landscaping
LAUREL BALL FIELDS PARK
FREEDOM BASIN PK
LAUREL ROAD ROW STREETScape + LR EXT + Rose to Mellowood addition
Dewey Park
CIVIC CENTER; +CIVIC CENTER PARK
OAKLEY REC CENTER 1250 OHARA
MARSH CREEK TRAIL HEAD @ CYPRESS
HIGHWAY 160 OFF-RAMP - w/near Carl's Jr
NEROLY ROAD STREETScape
O'HARA AVE STREETScape

C.A.M.
Pompeii

Shopping Ctr/Main St. + Grocery Outlet Addition

CFD/TAX ZONE
CFD Emerson Ranch (2015-1) Parks/Lighting
CFD Emerson Ranch (2015-1) Neighborhood Landscaping
CFD Emerson Ranch (2015-1) Stormwater
CFD 2015-2 Tax Zone 1 (Prescott)
CFD 2015-2 Tax Zone 6 (Aspen Place)
CFD 2015-2 Tax Zone 7 (Aspen Lane)
CFD 2015-2 Tax Zone 8 (Duarte Ranch) Park Only
CFD 2015-2 Tax Zone 8 (Duarte Ranch) Streetscape
CFD 2015-2 Tax Zone 8 (Duarte Ranch) ZN 8 Storm
CFD 2015-2 Tax Zone 14 (Gilbert Properties) Park & Streetscape
CFD 2015-2 Tax Zone 14 (Gilbert Properties) Storm
CFD 2015-2 Tax Zone 14 (Cypress Crossings/AKA Baldocchi)
CFD 2015-2 Tax Zone 29 Vintner View (Pheasant Meadows)
CFD 2020-1 (Oakley Logistics Center)

Link to City GIS <https://arcg.is/1jPu1C0>

Drop Box Link for Zone 1 Areas

<https://www.dropbox.com/sh/we7cvfwttxtvt851/AADHu24ywot9L6haRNAwXkcta?dl=0>

EXHIBIT B
MAINTENANCE SPECIFICATIONS

SECTION 1 - INTENT OF SPECIFICATIONS

- 1.A** The intent of the specifications is to describe the details for the completion of the work, which the Contractor agrees to perform in accordance with the terms of the contract. Where the specifications describe portions of the work in general terms but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish tools, equipment, and incidentals, and perform all the work involved in executing the contract in a satisfactory and workmanlike manner.
- 1.B** In the event materials and/or equipment are to be furnished by the City, as agreed on, this shall not relieve the Contractor of the above requirements to furnish all other labor, materials, and equipment to complete the contract.

SECTION 2 - GENERAL SPECIFICATIONS

- 2.A** **Work Schedules and Shifts.** The City will not pay costs for any overtime approved at the discretion of the Contractor in order to complete services. The Contractor must follow all applicable labor codes and laws.
1. Contractor must provide a written monthly and an updated bi-weekly work schedule (in a format agreed to for by the City) indicating where and when crews will be working. Generally, all work is to be completed during a regular work shift, unless approved by the City.
- 2.B** **Workdays.** Normal working days shall be Monday through Friday, five days a week except the following 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

Any work done on weekends or holidays must be approved in advance by the City. Services not provided on legal holidays will be recovered and provided during normal working days with no additional cost to the City and must be verified by report.

2.C Work Hours. Normal working hours shall be from 7:30 am to 5:30 pm unless otherwise approved by the Director or designee.

1. Hours of non-power equipment related work are not to start before 6:30 am, Monday through Friday.
2. City Ordinance 4.2.208. Hours of power equipment related work are not to start before 8:00 am, Monday through Friday; and 9:00 am on weekends.
3. Work is not to continue beyond 5:30 pm, Monday through Friday.
4. 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.

2.D Service Level Adjustments. Depending upon available funding to maintain City landscaping as the public good may require, the City may at its' discretion raise or lower the service level at any given time with the execution of an amendment to the agreement. The service level change will be implemented by the City, when deemed necessary, and at the City's discretion. The Contractor will be expected to negotiate new pricing prior to the execution of an amendment.

2.E Litter Pick Up/Garbage Collection. All areas, including turf, landscape, hardscape, playgrounds and sports fields etc. must be kept relatively free of litter (rocks, dirt, glass, rubbish, food remnants, and trash) and debris, while contractor is on site. Litter in the service area shall not be allowed to lie at the site.

2.F Weekly Inspection/Visits. The Contractor must at least visually inspect service sites, in order to address issues, weed control and litter abatement (for example) that may not otherwise be remedied until the regular scheduled service day a minimum of fifty-two (52) times per year (1 time per week).

2.G General Clean Up and Disposal. Contractor shall be responsible for cleanup of associated areas, including all landscape turf, sidewalks, walkways, gutters, v-ditches, and hardscape areas within the scope of work boundaries. Leaves, clippings, and all contractor generated debris shall be removed from areas being maintained and disposed of as necessary to preserve a neat-appearing site. This is with the exception of "grasscycling," as mentioned under the Turf Maintenance specification.

Contractor may blow or sweep hardscape areas or use other appropriate means to clean pedestrian hardscape areas including, sidewalks, walkways, plazas, etc. Hardscape areas shall be clean and free of contractor generated clippings, grass residue, dirt or other accumulations caused by maintenance activities or normal use. General Clean Up and Disposal shall be completed on each scheduled service day.

Any vandalism, damage or graffiti, illegal dumping, excessive trash on City property is to be reported to the Director, or designee within 24 hours.

2.H Invoicing. All invoices are to be submitted within thirty (30) days of completion of work. All invoices shall note Area, Section, Site, and work performed. All invoices shall indicate work performed and shall be in accordance with predetermined contract pricing.

All Change Orders, Extra Work, repairs, and renovation invoices shall be at the contracted Time and Materials pricing, shown as separate line items on the invoice, and shall

reference the Notice to Proceed date (where applicable) and/or the purchase order number. All invoices shall indicate all work performed at the contracted labor rates and materials and services cost plus overhead and profit rates.

In addition, all invoices for materials and services shall have verifiable copies of the Contractor's materials and service vendor's invoices attached.

All invoices formatting must match the order of the Bid Price Schedule to expedite review and processing.

All invoices submitted not in compliance with any of the above stipulations will not be considered for payment and must be resubmitted by the Contractor within five (5) days of notice from the City.

SECTION 3 – LANDSCAPE MAINTENANCE SPECIFICATIONS

3.A Pruning and Plant Material Management

1. Shrubs and Ground Cover

- a. Prune, trim and shape shrubs and ground cover throughout the year, as needed to maintain healthy appearance, and maintain intended design, function, and appearance and prevent obstructions adjacent to: street right-of-way, curbs, sidewalks, v-ditches, parking areas, garage pads, street lights, and traffic signs to provide necessary clearance for autos, trucks, pedestrians, irrigation system coverage or other normal public uses. Landscape shrubs shall be trimmed and contained in their intended landscape space in a manner that encourages plant health. Shrubs shall be pruned to maintain a natural looking appearance and not sheared, balled, or boxed. Landscape plants will have a neat and well-kept appearance year-round.
- b. Ground cover plantings shall be trimmed as necessary to maintain an area free of plant growth surrounding trees, shrubs and different varieties of ground covers a minimum of four (4) inches and a maximum of twenty-four (24) inches from base of the plant. Ground cover shall be trimmed to maintain a separation between different species and shall not be allowed to grow together or become entwined.
- c. Ground cover plantings with a trailing growth habit shall be edged and kept within the planting area or inside the sidewalk and curb. Plants shall not be permitted to grow onto sidewalks or curbs at any time.

2. Shrubs and Ground Cover (General)

- a. All pruning shall be done according to accepted practices and standards as outlined by the International Society of Arboriculture Pruning Standards.
- b. All pruning operations shall be supervised by a person with qualifications acceptable to the City. Pruning activities shall be completed by qualified personnel, subject to the approval of the City, using recognized, standard approved methods, tools, equipment, and techniques.

- c. Generally, all shrubs, less than fifteen (15) feet tall, shall receive annual pruning and as necessary to maintain a healthy, vigorous, and natural growth pattern. All pruning shall encourage healthy trunk growth and include natural strengthening and development of a good structural branch pattern. All Shrubs shall be trimmed to maintain a separation between different species.
- d. All shrubs and ground cover must be trimmed to maintain clearance from any adjacent sprinkler head to allow for proper distribution of irrigation water.
- e. The Contractor is responsible for removal and disposal of any dead shrubs and ground cover plants at no additional cost to the City. In the event of a catastrophic loss, the cost of the removal and disposal shall be weighed against the future maintenance costs reduction and responsibilities, which shall be determined by the City at that time.
- f. The Contractor shall notify the City (in writing: e-mail) of the location, species, quantity and replacement costs of dead shrubs and ground cover plants regardless of size. Notify the City of degree or cause of demise, as part of daily and weekly maintenance activities, or within one week from the time of notification by the City. There shall be no replacement undertaken until approval has been issued by the City.
- g. Seasonal fall leaf debris shall be completely removed and disposed of from all planting and turf areas by January 15th of the following year. Intermittent yearlong leaf debris shall be completely removed and disposed of during normal maintenance services.

3. Trees (General and Minor Trimming)

- a. The Contractor shall be responsible for hand trimming of all sucker growth up to and including clearance and raising of low branches to a height of fifteen feet (15') for all trees within landscape areas as defined in this scope of work.
- b. The Contractor is responsible for removal and disposal of any dead tree, of reasonable size and caliper, at no additional cost to the City. In the event of a catastrophic loss, the cost of the removal and disposal shall be weighed against the future maintenance costs reduction and responsibilities which shall be determined by the City at that time.
- c. The Contractor shall notify the City (in writing: e-mail) of the location, species, quantity, and replacement costs of dead trees regardless of size. Notify the City of degree or cause of demise, as part of daily and weekly maintenance activities, or within one week from the time of notification by the City. There shall be no replacement undertaken until approval has been issued by the City.

4. Staking and Guying

- a. Tree stakes are to be maintained in a straight, upright condition. Staking methods shall conform to the City of Oakley Standard Tree Staking Details for construction projects. Any broken tree stakes, batter boards, tree ties and other portions of the staking apparatus are to be repaired or removed immediately when damaged during normal maintenance visits or within 24 hours of receiving notice from the City. All costs are to be borne by the Contractor.
- b. Generally, tree stakes are to be removed from trees when trees obtain sufficient girth and stability to stand, unsupported and do not require special protection or when

removal is directed by the City. Guy wires may be used to support and protect trees when; trees are of sufficient size or in a particular location or when specified by the City.

- c. Guy wires shall be maintained in a manner conforming to the City of Oakley Standard Tree Guying Detail for construction projects. Guy wires are to be removed from trees when directed by the Director, or designee and/or when trees obtain sufficient girth to stand, unsupported.
- d. Installation of guy wires as directed by the City will be provided by the contractor at an additional price agreed upon mutually between the City and the Contractor.

5. Replacement of Plant Material

- a. All replacement and newly planted trees, shrubs and ground cover plantings shall be installed according to the City of Oakley current specifications for planting for construction projects. All new plant material shall be watered with extra care until established. The Contractor shall warranty the newly planted material for one year and replace plant material that fails within five (10) work days of notification.
- b. Out of warranty plant replacement will be provided by the contractor at the request of the City at an additional unit price negotiated by the contractor and City.

6. Landscape Area Mulching

- a. The contractor is responsible to maintain a minimum two-inch cover of bark/mulch over the entire exposed landscape soil surface within planters. The contractor will do their best to avoid removing bark/mulch from the planters through the process of routine leaf litter removal and shrub cleanup tasks.
- b. The contractor is to notify the City when/if areas are in need of additional bark/mulch. The City, at its discretion may request additional bark/mulch installed as “additional work” provided on a time and materials basis at the rate negotiated by the contractor and City.

3.B Fertilization

1. Contractor is responsible for the fertilization of all turf and landscape areas to assure healthy plant growth and maintenance. Contractor shall provide fertilizer at no additional cost unless otherwise agreed to in writing.
2. Fertilizer applications shall be applied at the rates specified by the manufacturer and must coincide with the application schedule unless otherwise directed by the Director or designee in writing thirty (30) days prior to the scheduled application date.
3. Site posting shall be included for all products that carry instructions for onsite notification posting.
4. **Fertilization Schedule for Turf (Example)**

All turf areas shall be fertilized two times each year with the product specified or approved equal, corresponding to the following schedules. All fertilizer applications are to be scheduled, in advance of the application date, with the City. All applications shall be completed with two (3) weeks from the first of the month.

<u>Month</u>	<u>Product Analysis</u>	<u>Comments</u>
Mid March	24 - 5 –11	50% Poly Plus
June 1st	44 - 0 – 0	Slow-Release 100% Poly Plus

5. Fertilization Schedule for Landscaped Areas (Example)

All landscaped areas shall be fertilized once each year with the product specified or a substitute approved by the City and according to the following schedule unless otherwise approved by the City. All applications shall be completed with two (3) weeks from the first of the month.

<u>Month</u>	<u>Product Analysis</u>	<u>Comments</u>
April 1st	14 - 14 – 14	Complete, Slow-Release

6. Fertilization Application Verification

Following completion of an application, the Contractor shall supply the area square footage/acreage serviced, the rate and quantities applied, product container label/tags and purchase invoices for verification.

3.C Turf Maintenance General Requirements

1. Clean-Up

- a. All areas shall be policed before each mowing. Any foreign matter, including broken glass, litter, paper, dog, or other animal waste, etc. shall be removed prior to mowing. Contractor is responsible for clean-up and removal of any trash, debris, animal waste or other objects scattered or shredded by mowers during servicing prior to leaving job site.

2. Service

- a. Turf shall be mowed one time per week throughout the growing season unless otherwise instructed or approved by the City. Turf shall be serviced Bi-weekly (every other week) during the dormancy season. Less frequent mowing, due to weather conditions or other factors, is subject to the approval of the Director, or designee.
- b. Turf growing along public sidewalks, bender boards, header boards, planting borders, and other walkways shall be edged bi-weekly in order to maintain a neat, clean, and even appearance.
- c. All turf areas shall be visually inspected with every maintenance service for signs of insects, pests, or diseases. Any physical and mechanical damage shall also be included and noted in the inspection. Any changes in turf color, vitality, appearance, or signs of insects, rodents, diseases, or physical damage shall be reported to the City within twenty-four (24) hours. The Contractor shall notify the City of the location, quantity and replacement costs of the damaged turf and the degree or cause of demise, as part of daily and weekly maintenance activities, or within one week from the time of notification by the City. There shall be no replacement undertaken until approval has been issued by the City.

- d. Any irrigation damaged by the Contractor during service, must be immediately repaired, within 24 hours following notification by the City or receipt of a report indicating an Alert of an irrigation malfunction.

3. Leaf Season

- a. During leaf season, the Contractor may choose to remove and dispose of leaf debris within the turf areas separately or may remove the leaf debris during the mowing operation..

4. Turf Condition

- a. Furthermore, if turf conditions are overly saturated either due to heavy rainfall or excessive irrigation, the Contractor is required to use equipment of a lighter weight so as not to cause ruts and damage to the turf. If damage does occur, the Contractor is responsible for immediate repair and / or replacement at no cost to the City. Based on inclement weather and turf saturation, the City may establish "no mow" days and notify the contractor by verbal notification followed in writing via email. The Contractor must reschedule the mowing service as soon as possible.

5. Mow Height

- a. The mowing height shall be three inches (3"). However, depending on site conditions and the length of the grass at the time of mowing, the Contractor shall adjust the cutting height so that one third (1/3) of the grass height is removed in a single mowing, unless directed otherwise by the Director, or designee. Scalping, scraping, or crown damage to the turf shall at no time be permitted. All mowers shall have recycling decks or grass catchers attached during operation.

6. Edging and Trimming

Edging and trimming shall be performed Bi-weekly (every other week) March 1st through November 30th and once every four weeks December 1st through February 28th. Edging shall include trimming grass around trees, poles, utilities, valve boxes and any other structures within or contiguous to the turf areas. Edging shall be done by power equipment or by hand. Chemical edging or soil sterilants shall **not** be used.

- a. Care shall be taken at all times to avoid damage to the turf, tree trunks, shrubs, irrigation heads, and any other utilities, facilities or structures within or adjacent to turf areas. All damage shall be reported immediately.
- b. The mowing equipment shall have sharp blades at all times. No tattering, shredding, bruising, or tearing of grass blades shall be allowed. Mulching mowers are acceptable with the Director, or designee's approval. "Windrowed clippings" or clumps of cut grass shall not be left on the turf areas following mowing and shall be removed during the same service visit.
- c. All equipment used in edging and mowing shall be cleaned prior to use on site to prevent the importation of foreign grasses, weeds, and diseases. Periodic cleaning and sterilization shall be documented, and reports submitted to the City on quarterly basis.

- d. All turf must be trimmed to maintain clearance from any adjacent sprinkler head to allow for proper distribution of irrigation water, at each edging service.

7. Additional Sports Field Mowing

- a. At the option of the City, additional mowing may be requested on certain baseball and soccer fields. Additional sports field mowing shall be at a height of two inches (2"). However, depending on site conditions and the length of the grass at the time of mowing, the Contractor shall adjust the cutting height so that one third (1/3) of the grass height is removed in a single mowing, unless directed otherwise by the Parks Manager. Scalping, scraping, or crown damage to the turf shall at no time be permitted. All mowers shall have recycling decks or grass catchers attached during operation.
- b. Additional sports turf mowing shall be performed during the same five (5) day work week as and in addition to general turf mowing requirements. Contractor shall invoice the City, based on the negotiated price.

8. Tree Wells

- a. Tree wells are to be cleared of all weeds, grasses, and sucker growth. The contractor is to place and maintain City provided bark mulch to an appropriate depth in the entire tree well, feathering the depth to the edge.
- b. Tree wells with sucker growth will be removed by hand trimming only, on a regular basis. No mechanical or herbicidal means are to be used. Growth regulators may be applied per the specifications.
- c. Tree wells are to have established and retain definition. A perimeter and diameter shall be established and maintained by hand trimming or string trimmer. Herbicides may be applied to any remaining weeds or grasses within the tree well but, care is to be taken not to over spray the tree trunk, too closely to the tree trunk or any exposed surface roots. No spraying is to take place near a tree if there has been recent pruning of low growing suckers. In a timely manner, as the weed and grasses die back becomes apparent, either remove by hand or leave in place if cover is not too heavy. The Contractor is to place and maintain City provided bark mulch to an appropriate depth in the entire tree well, feathering the depth to the edge.
- d. The Contractor while maintaining the perimeter edges of the tree wells utilizing a string trimmer must exercise care so as not to disturb the bark mulch in the tree well and displacing it throughout the adjacent turf. If this occurs, it must be removed from the turf and replaced or replenished within the tree well during the same service date.
- e. The placement of the bark mulch will reduce the future maintenance of the tree well, allow for the spot spraying of herbicides for any sporadic weed growth and provide cover to maintain additional moisture surrounding the tree. Excess bark mulch against the tree trunk must be removed.
- f. All future chemical applications at Tree wells are to be kept to a minimum and notification to the City remains required prior to any application.

9. Aerification of Turf Areas

- a. All turf areas will be aerified annually in April with a hollow tined aerator. Tines shall have a diameter not less than one quarter of one inch (1/4") and not more than three quarters of one inch (3/4") and spaced not less than two inches (2") and not more than six inches (6"). The depth of penetration shall not be less than one inch (1") and not more than four inches (4") unless approved by the City. Aeration shall be completed in two (2) passes. The first pass followed by a second pass in a direction that is at a right angle of the first pass whenever reasonably possible.

10. Aerification of Turf Areas - Sports Fields

- a. All turf areas will be core aerated annually with a hollow tined aerator. Tines shall have a diameter not less than one half an inch (1/2") and not more than three quarters of an inch (3/4") and spaced not less than two (2) inches and not more than six (6) inches or slice aerated with a slicer blade not less than four (4) inches in length. The depth of penetration shall not be less than one (1) inch and not more than four (4) inches unless approved by the City. Irrigation heads, boxes, utilities, etc. shall be marked/flagged by the contractor to avoid damage caused by the aerating equipment. All areas are to be kept free of litter, as covered under "Litter Pick-Up/Garbage Collection" above.
- b. Aeration shall be completed in two (2) passes. The first pass followed by a second pass in a direction that is at a right angle of the first pass whenever reasonably possible. Aeration shall be provided on a per service basis at the unit price per site specified in the agreement.
- c. Additional aeration may be requested by the City on an as needed basis at an additional per unit price to be negotiated by contractor and City.

11. Thatch Removal

- a. De-thatching shall be considered additional work provided upon approval of the City on a "per square foot" basis at a rate negotiated by contractor and City.
- b. Blades shall be adjusted so as not to penetrate the soil surface more than one half of one inch (1/2") but shall penetrate the entire thatch layer. Vertical blades shall be mounted or spaced not less than one inch (1") and not greater than two inches (2").
- c. De-thatching will be completed in two passes. The second pass shall be at a right angle from the first pass whenever reasonably possible. Thatch material removed from the turf shall be cleared from the site immediately following the operation.

12. Leaf, Trash & Clipping Removal

- a. The City is dedicated to minimizing waste, and whenever possible would like to promote "Grasscycling" the practice of leaving grass clippings on the turf in order to return moisture and nutrients to the turf and avoid excess grass disposal, resulting in minimized waste. In order to "grasscycle" mowing must produce one inch (1") of clippings or less. When done properly, "grasscycling" should not damage the appearance of the turf and should not cause thatch or spread diseases.

- b. All clippings shall be dispersed evenly; no clumping and windrows shall be permitted. Lawn clippings shall be removed if damage to the turf will occur from excessive clumping. Clippings and leaves shall be bagged when they inhibit growth of health of the turf. Double cutting will be permitted in lieu of clipping removal if it will eliminate excessive clumping. Heavy, excessive clippings that are the result of irregular mowing frequencies or conditions due to inclement weather, special events, or other circumstances beyond the control of the Contractor shall be removed from the turf surface upon prior authorization by the Director, or designee at an additional cost agreed upon mutually between the City and the Contractor.
- c. Green waste (clippings and leaves) and trash generated from service to City sites shall be collected, off hauled, and disposed of at an appropriate facility.
- d. The Contractor shall not blow, rake or cause to be deposited, any leaf debris, onto private property, streets, gutters, or any other area. All leaf debris within the designated service areas, no matter the origin, is the responsibility of the Contractor and must be removed from the site during each service.

3.D Turf and Landscape Weed Abatement

- 1. All turf and landscape areas shall be kept relatively free of weeds and litter, as covered under "Litter Pick-Up/Garbage Collection" above, and maintained in an orderly condition - five percent (5%) weed cover tolerance. Weeds shall not be allowed to spread and produce seeds. Post and pre-emergent herbicides may be applied seasonally, as needed.
- 2. Spraying shall occur during the time frame of 7:00am to 10:00am or other times when children are not present, as approved in advance by the Director, or designee.
- 3. Spraying adjacent to School and daycare sites must be scheduled at times when children are not present. The Contractor shall provide the Director or designee with a proposed application schedule a minimum of two (2) weeks in advance and comply with all requirements of the Healthy Schools Act of 2000.
- 4. The Contractor shall obtain and provide copies of all appropriate permits and licenses to the City not less than ten (10) days prior to any pesticide application.
- 5. The Contractor shall possess a valid Qualified Applicator's License in the necessary categories, be registered with Contra Costa County, implement sound Integrated Pest Management (IPM) practices, and shall comply with all local government regulations pertaining to pesticide use. The Contractor shall comply with the City of Oakley's IPM policy and apply the least toxic alternatives to satisfactorily control weeds.
- 6. The Contractor must obtain and submit copies of written recommendations for all pesticide applications, signed by a licensed and registered Pest Control Advisor, ten (10) days prior to any applications of a pesticide.
- 7. Pesticides must be properly labeled. Material Safety Data Sheets must be in possession of Contractor during any application of pesticides. All spraying shall be done with extreme care to avoid any hazard to any person or pet in the area or adjacent areas, or any property damage. Spraying shall only be done at times when the wind speed falls within State of

California Department of Food and Agriculture guidelines, and with prior approval of the City. Pesticides will be provided and applied by the Contractor at no cost to the City.

8. The Contractor shall submit a duplicate copy of the State of California, Department of Food and Agriculture, Monthly Summary Pesticide Use Report to the City no later than the 15th day of each month, monthly for the duration of the agreement.

3.E Turf and Landscape - Control of Pests

1. All turf and landscape areas shall be kept relatively free of turf pests and diseases, and litter, as covered under "Litter Pick-Up/Garbage Collection" above. All turf and landscape shall be maintained in a healthy condition that is tolerable of diseases, insects, rodents, algae growth, etc. and any other pests detrimental to the health of the turf or the safety of the public. Contractor shall supply all necessary pesticides, materials, equipment, and labor to perform routine or reasonable care in order to control infestations which may occur from time to time.
2. Spraying adjacent to School and/or daycare sites must be scheduled at times when children are not present. The Contractor shall provide the Director or designee with a proposed application schedule a minimum of two (2) weeks in advance and comply with all requirements of the Healthy Schools Act of 2000.
3. Spraying shall occur during the time frame of 7:00am to 10:00am or other times when children are not present, unless approved otherwise in advance by the City.
4. The Contractor shall obtain and provide copies of all appropriate permits and licenses to the City not less than ten (10) days prior to any pesticide application.
5. The Contractor shall possess a valid Qualified Applicator's License in the necessary categories, be registered with Contra Costa County, implement sound Integrated Pest Management (IPM) practices, and shall comply with all local government regulations pertaining to pesticide use.
6. The Contractor shall comply with the City of Oakley's IPM policy and apply the least toxic alternatives to satisfactorily control pests and diseases.
7. The Contractor must obtain and submit copies of written recommendations for all pesticide applications, signed by a licensed and registered Pest Control Advisor, ten (10) days prior to any applications of a pesticide.
8. The City shall be notified a minimum of ten (10) days prior to any application of pesticides for the control of diseases, insects, snails, slugs, rodents, and any other pests determined to be detrimental to plant growth.
9. Pesticides must be properly labeled. Material Safety Data Sheets must be in possession of Contractor during any application of pesticides. All spraying shall be done with extreme care to avoid any hazard to any person or pet in the area or adjacent areas, or any property damage.
10. Spraying shall only be done at times when the wind speed falls within State of California Department of Food and Agriculture guidelines, and with prior approval of the City. Pesticides will be provided by Contractor at no cost to the City.

11. The Contractor shall submit a duplicate copy of the State of California, Department of Food and Agriculture, Monthly Summary Pesticide Use Report to the City no later than the 15th day of each month, monthly for the duration of the agreement.

3.F Repairs

Repairs to landscaped areas caused by vandalism and automobile accidents shall be conducted on an as-needed basis. The Contractor shall notify the Director, or designee within twenty-four (24) hours when a condition exists which requires repairs and/or replacement of plant material and/or associated facilities.

3.G Open Space

1. Open Space

- a. All open space/natural areas and hillsides shall be maintained in accordance with the East Contra Costa Fire Protection District “Weed Abatement” requirements.

Tree basins are to be maintained in a weed free condition. Maintain and repair tree basins as necessary to avoid irrigation runoff. Repair and remove tree stakes and straps as necessary.

SECTION 4 - IRRIGATION MAINTENANCE SPECIFICATIONS

4.A Irrigation Maintenance

1. All irrigation shall be controlled and maintained by the Contractor. The Contractor is responsible for the maintenance of the irrigation system, including making minor repairs and adjustments.
 - a. Minor repairs are as listed in 4.D below.

4.B Irrigation Controller System

1. The City currently uses two (RainMaster and WeatherTrak) irrigation central control systems. The systems are capable of measuring evapotranspiration (ET), automatically adjusting watering run times, and detecting system malfunctions and irrigation breaks. The Contractor shall provide personnel who are properly trained in the operation and maintenance of the City’s irrigation system.
2. The system is operated with compatible handheld remote control units and/or mobile devices.
3. The City will provide the Contractor with access to daily (Monday thru Friday) of irrigation activity for each site. All “alerts” shall be investigated and corrected within twenty-four (24) hours of notification.

4.C Irrigation Standards

1. The landscape shall be irrigated for acceptable performance, appearance, and optimum plant health. Over-watering resulting in excessive wet areas or under-watering resulting in excessive plant or turf damage shall not be acceptable.
2. All controllers shall be programmed using water budgets based on ET data and precipitation rates (PR). Turf grass areas shall be programmed to apply a target rate of 100% of actual ET. Landscape shrubs and planting beds shall be programmed to apply a target rate of 70% of actual ET.
3. The contractor is responsible for monitoring the performance of the system and responsible for notifying the City of any malfunctions or issues of which the repairs and restoration of functionality requires third party assistance.

4.D System Maintenance and Repairs

1. A complete irrigation system check (run-through) of the City's irrigation controllers. The complete irrigation system check shall be accomplished within the first sixty (60) days of the commencement of the contract.
2. System check includes activation of all remote control valves, repair any breaks from lateral tee to sprinkler head, adjust sprinkler heads and nozzles so that water is delivered appropriately to the landscape. System checks must be completed at least once quarterly, and shall be scheduled so as not to interfere with public park patron or user group use.
3. Repair and maintain the irrigation system from sprinkler valve to sprinkler head including replacement of damaged or malfunctioning heads, broken risers, or other related parts of the irrigation system above the connection to the lateral line. It is the Contractor's responsibility to identify the cause of the damage. Repairs to sprinkler valves shall be considered regular work under this contract. If replacement is recommended by the contractor, it will be considered by the city and can take place after contractor and City has agreed upon a price. Contractor will submit a proposal for this extra work. All materials and labor required for the maintenance of the sprinkler head to the sprinkler valve are the contractor's responsibility.
4. Adjustments to the irrigation system, when required, for proper and efficient operation.
5. Identify any problems with the operation and efficiency of the irrigation system.
6. General litter/garbage pick-up, as covered under "Litter Pick-Up/Garbage Collection" above.
7. Major repairs to the irrigation system such as mainline repairs, valve replacements, pump repairs, electrical trouble shooting and repair, etc. will be considered additional irrigation work provided with advanced approval of the City on a "time and materials" basis at the rate negotiated by contractor and City. There shall be no major irrigation repairs undertaken until a quote has been provided to and approval has been issued by the Director, or designee.

4E: Recycled Water

Many City Landscape sites are irrigated with groundwater. The Contractor is responsible for complying with all state and local non-potable water irrigation requirements in cooperation with the Diablo Water District. Failure to comply may result in penalties imposed on the Contractor by the governing bodies.

SECTION 5 – SITE MAINTENANCE INSPECTIONS

5.A Drinking Fountains, Bleachers, Tables, Benches, and BBQ's

1. While contractor is at a regularly scheduled maintenance site, contractor shall be responsible for a visual inspection of all City furnishings at each location of which they are performing landscape maintenance. Contractor shall report any vandalism and/or broken City assets within 24 hours of finding the deficiency.

5.B Non-Landscape Repairs

1. During each service the Contractor shall be responsible for a visual inspection of all non-landscape features (e.g., restroom door locks, restroom interior and exterior amenities, walls, fences, etc.) and reporting to the City any functional, cleanliness or aesthetic damages in need of repair by City staff.

5.C Additional Work

1. Repairs to damaged service areas or park infrastructure caused by vandalism, automobile accidents or any other manner shall be provided on an as-needed basis at a “time and materials” rate specified in the Agreement.
2. The Contractor shall notify the City within 24 hours when a condition exists which requires repairs and/or replacement due to vandalism, graffiti, or normal wear and tear to any of the following: plant material, turf, backstops, fencing, benches, bleachers, barbeques, irrigation pumps, drinking fountains, or any other element posing a potential hazard.

EXHIBIT C

BID PRICING SCHEDULE

Contracted Landscape Services			
Landscape Services Pricing Matrix			
ZONE 3	Annual cost 2023	Monthly Cost 2023	CODING
Cypress Pond CFD-1			110-35-253-6661
3-1 STREETScape			170-31-001-5300
3-2 STREETScape			171-31-002-5300
3-3 STREETScape			172-31-003-5300
3-4 STREETScape			173-31-004-5300
3-5 STREETScape + OAK GROVE PARK			174-31-005-5300
3-6 STREETScape			175-31-006-5300
3-7 STREETScape			176-31-007-5300
3-8 Claremont Bay Park and Bayview parking lot			177-31-005-5300
3-9 STREETScape			178-31-009-5300
3-10 STREETScape			179-31-010-5300
3-11 STREETScape			180-31-011-5300
3-12 STREETScape			181-31-012-5300
3-13 STREETScape			182-31-013-5300
3-14 STREETScape			183-31-014-5300
3-15 Holly Creek Park ONLY			184-31-015-5300
3-16 STREETScape			185-31-016-5300
3-17 STREETScape + HARVEST PARK Creekside Park			186-31-017-5300
3-18 STREETScape + NUTMEG PARK			187-31-018-5300
3-19 STREETScape + NUNN WILSON PARK + KODA PARK @ \$20,640(2021) + Athletic F. @ \$33,384(2021)			188-31-019-5300
3-20 STREETScape + MARSH CREEK GLENN PARK			189-31-020-5300
3-21 STREETScape			190-31-021-5300
3-22 Cypress Grove PKSTREETScape AND TRAILS + BRIARWOOD PARK + POND			191-31-022-5300
3-23 STREETScape + LIVE OAK RANCH PARK, HEARTWOOD PARK, RIATA PARK, SHADY OAK PARK, SIMONI RANCH OPEN SPACE			192-31-023-5300
3-23 Stone wood additions (estimates for added streetscape incoming 2023)			192-31-023-5300
3-24 STREETScape			193-31-024-5300
3-25 STREETScape + NOVARINA PARK & OPEN SPACE, Magnolia Park, Daffodil Park, Empire Trail			194-31-025-5300
3-26 Parks: + MANRESSA; LAKEWOOD; SYCAMORE; LAKESIDE; LEEWARD and SUMMER LAKE; CATAMARAN & Greenbelt			195-31-026-5300
ZONE 1 AREA	ANNUAL COST 2023	MONTHLY COST 2023	CODING
EMPIRE AVE. MEDIANS			132-33-232-5300
CROCKETT PARK			132-33-233-5300
MAIN ST. NORCROSS TO 5th ST - CIP 165 AB			132-33-234-5300
MAIN ST. CORNER OF BIG BREAK TO VINTAGE			132-33-234-5300
MAIN STREET @ Neroly CENTER MEDIAN			132-33-234-5300
Main Street Parking lot between 3rd and 4th st			132-33-234-5300
MAIN ST. PARK			132-33-234-5300
(estimate 30k for CIP parking lots added in 2023)			132-33-234-5300
estimate 15k for tri-deltas main st city maintd. Landscaping			132-33-234-5300
LAUREL BALL FIELDS PARK			132-33-235-5300
FREEDOM BASIN PK			132-33-236-5300
LAUREL ROAD ROW STREETScape + LR EXT + Rose to Mellow Wood addition			132-33-237-5300
Dewey Park			132-33-238-5300
CIVIC CENTER; +CIVIC CENTER PARK			132-33-238-5300
OAKLEY REC CENTER 1250 OHARA			132-33-239-5300
MARSH CREEK TRAIL HEAD @ CYPRESS			132-33-241-5300
HIGHWAY 160 OFF-RAMP - w/near Carl's Jr			132-33-242-5300
NEROLY ROAD STREETScape			132-33-243-5300
O'HARA AVE STREETScape			132-33-244-5300
C.A.M.	ANNUAL COST 2023	MONTHLY COST 2023	CODING
Pompeii			138-82-003-5300
Shopping Ctr/Main St. + Grocery Outlet Addition			138-82-002-5300
CFD/TAX ZONE	ANNUAL COST 2023	MONTHLY COST 2023	CODING
CFD Emerson Ranch (2015-1) Prks/Lighting			405-53-502-5300
CFD Emerson Ranch (2015-1) Neighborhood Landscaping			406-53-500-5300
CFD Emerson Ranch (2015-1) Stormwater			407-53-501-5300
CFD 2015-2 Tax Zone 1 (Prescott)			408-53-500-4300
CFD 2015-2 Tax Zone 6 (Aspen Place)			414-53-500-5300
CFD 2015-2 Tax Zone 7 (Aspen Lane)			415-53-500-5300
CFD 2015-2 Tax Zone 8 (Duarte Ranch) Park Only			416-53-500-5300
CFD 2015-2 Tax Zone 8 (Duarte Ranch) Streetscape			416-53-500-5300
CFD 2015-2 Tax Zone 8 (Duarte Ranch) ZN 8 Storm			417-53-500-5300
CFD 2015-2 Tax Zone 14 (Gilbert Properties) Park & Streetscape			421-53-500-5300
CFD 2015-2 Tax Zone 14 (Gilbert Properties) Storm			422-53-501-5300
CFD 2015-2 Tax Zone 14 (Cypress Crossings/AKA Baldochii)			421-53-500-5300
CFD 2015-2 Tax Zone 29 Vintner View (Pheasant Meadows)			430-53-500-5300
CFD 2020-1 (Oakley Logistics Center)			134-53-500-5300
TOTAL	\$ -	\$ -	

EXHIBIT D

Sample Organization Chart

