

**NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
BRIGHTVIEW LANDSCAPE SERVICES, INC.
FOR
CITY FACILITY LANDSCAPE MAINTENANCE**

THIS AGREEMENT for City facility landscape maintenance services is made by and between the City of San Leandro ("City") and BrightView Landscape Services, Inc. ("Contractor") (together sometimes referred to as the "Parties") as of September 18, 2023 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** Services shall begin on the December 1, 2023, and shall end on June 30, 2029, the date of completion specified in Exhibit A, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Contractor's obligations hereunder.
- 1.5 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Contractor's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Contractor must submit completed self-certification form and comply with the LWO if covered.
- 1.6 **Public Works Contractor Registration.** Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104

of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed \$1,364,674.19 notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the

hours spent by each person, a brief description of the work, and each reimbursable expense;

- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

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

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

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

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

2.5 Hourly Fees. Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 Reimbursable Expenses. Reserved.

2.7 Payment of Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

- 2.8 Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 Liquidated Damages.** Failure of Contractor to respond to problems referred to it by City within the time limits established in Subsection 1.2 of this Agreement shall result in liquidated damages as set forth in Exhibit A.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to City to use facilities or equipment not otherwise listed herein.

- 3.1 Safety Requirements.** In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of its subcontractors; members of the public; and employees, agents, and representatives of the City and regulatory agencies that may be on or about the work.

The services of the City in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near any Contractor jobsite.

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations and codes, with specific attention to the United States Department of Labor Occupational Health and Safety Administration (OSHA) requirements. Contractor shall be solely responsible for compliance with all city, county, and state explosive transport, storage, and blasting requirements and for any damages caused by such operations.

Contractor is hereby informed that work on City property could be hazardous. Contractor shall carefully instruct all personnel working on City property that all conditions of the property are potentially hazardous work areas as to potential dangers and shall provide

such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

In addition to complying with all other safety regulations, Contractor shall abide by any and all other City requirements contained in any specifications, special conditions or manuals, which shall be made available by City upon request.

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the City to provide a safe working environment under normal conditions. CONTRACTOR IS ADVISED THAT CITY'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

Contractor shall maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times. If required by the City, toilets shall be furnished by Contractor where needed for use of its employees and their use shall be strictly enforced. Contractor shall not use the City's existing sanitary facilities, unless previously authorized by the City.

Contractor shall keep adequate first aid facilities and supplies available and instruction in first aid for its employees shall be given.

City reserves the right to require that Contractor bring onto the project or engage the services of a licensed safety engineer at any time during the term of this Agreement. If Contractor does not have a licensed safety engineer on staff, then City may require that Contractor engage a subcontractor or subconsultant as the project's safety engineer. Contractor shall bear all costs in connection with meeting the requirements of this section.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Contractor may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Contractor shall submit the following:

- a. Certificate of Workers' Compensation Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$2,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than 2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an

“occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.
- c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Contractor’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Contractor shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 Cyber Liability Insurance.

4.4 All Policies Requirements.

4.4.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Contractor by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Endorsement Requirements. Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.4.6 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Submittal of Proof of Insurance Coverage. All certificates of insurance and original endorsements effecting coverage required in this Section 4 must be electronically submitted through the City's online insurance document management program. Contractor shall comply with all requirements provided by City related to the online insurance document program.

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES. Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

Contractor shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Contractor's services under this Agreement, however, the cost to defend charged to Contractor shall not exceed Contractor's proportionate percentage fault.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

If this Agreement involved construction or maintenance then all provisions of this Agreement pursuant to which Contractor agrees to indemnify the City against liability for damages arising out of bodily injury to persons or damage to property relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, or other structure, project, development, or improvement attached to real estate, shall not apply to damages caused by or resulting from the active or sole negligence or willful misconduct of the City. The indemnifications provided herein shall not be limited to damages, compensation or benefits payable under insurance policies, workers' compensation acts, disability benefit acts, or other employees' benefit acts.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Contractor Not an Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its

employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

- 7.5 Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

Contractor may cancel this Agreement upon 45 days' written notice to City and shall include in such notice the reasons for cancellation.

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

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

- 8.4 Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
 - 8.6.3** Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or
 - 8.6.4** Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

- 10.7 Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 Contract Administration.** This Agreement shall be administered by Jennifer Auletta, Public Works Services Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.9 Notices.** Any written notice to Contractor shall be sent to:
 Josephy Sawyer, Branch Manager
 20551 Corsair Blvd Suite B
 Hayward, CA 94545
joseph.sawyer@brightview.com

Any written notice to City shall be sent to:

Jennifer Auletta, Public Works Services Manager
 City of San Leandro, Public Works Department
 14200 Chapman Rd
 San Leandro, CA 94578
jauletta@sanleandro.org

With a copy to:
 City of San Leandro
 Department of Finance
 c/o Purchasing Agent
 835 East 14th Street
 San Leandro, CA 94577

- 10.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, C and D represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	COVID-19 Compliance Requirements
<u>Exhibit D</u>	California Labor Code Section 1720 Information

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

- 10.12 Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Contractor's signature below Contractor certifies that Contractor, and any parent entities, subsidiaries, successors or subunits of Contractor are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

DocuSigned by:

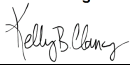
C083C023AF624E3...
Frances Robustelli, City Manager

BrightView Landscape Services, Inc.

DocuSigned by:

441D0C371D8443C...
Karine Stuimer, Senior Vice President

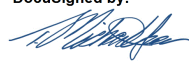
Attest:

DocuSigned by:

F21D2C6CC7F54D6...
Kelly B. Clancy, City Clerk

1000005364
Consultant's DIR Registration Number
(if applicable)

Budget Approved: x

Approved as to Fiscal Authority:

DocuSigned by:

A3B3625AD7A4493...
Michael Yuen, Finance Director

010-62-001-5340; 147-42-142-5340; 597-57-003-5340
Account Number

Approved as to Form:

DocuSigned by:

7B41338F6D3F470...
Richard D. Pio Roda, City Attorney

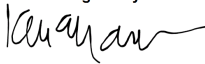
DocuSigned by:

9F368C80DC2E47A...
Karen McNamara, Interim Recreation & Park Director

EXHIBIT A

SCOPE OF SERVICES

TECHNICAL SPECIFICATIONS PROVIDED ON FOLLOWING PAGES 2 THROUGH 55

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TECHNICAL SPECIFICATIONS

100 - GENERAL INFORMATION and REQUIREMENTS

The City's General Requirements are written to apply to many/all 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 Technical Specifications A1-A9 attached 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 and Technical Specifications.

101 Laws to be Observed

- (a) 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.
- (b) The Contractor shall protect and indemnify the City and all of 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.

101.1 Compliance with Laws

- (a) Contractor, his agents and employees, shall comply with all laws, San Leandro ordinances, rules and regulations of the Federal, State, County, the City of San Leandro, and all governing bodies having jurisdiction applying to work done or to be done under the agreement.
- (b) All services rendered shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City, and any Federal, State, or local governmental agency having jurisdiction in effect at the time service is provided. Contractor is responsible for obtaining all permits and licenses required to perform work.
- (c) All spray applications are to be done in accordance with all Alameda County and State of California laws. The Contractor shall have secured from the Alameda County Agricultural Commissioner all necessary permits and shall possess a current California State Department of Agriculture license.
- (d) Contractor is to provide the City with a copy of Written Recommendations from a State of California Licensed Pest Adviser for all applications. The City will provide

the contractor a pesticide use report that shall be turned in to the City each month by the 5th, as well as monthly documentation to the City on pesticides and amounts used.

101.2 Work Schedule

- (a) The Contractor shall conduct all operations during the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday, unless otherwise approved by the City. Contractor may not work on any Federal, State, or local holidays. The City reserves the right to change schedules for any reason, such as special events, or conflicts with adjacent property owners/tenants within five (5) working days advance notice.
- (b) Contractor is responsible for (i) having thoroughly investigated and considered the scope of services to be performed, (ii) carefully considering how the services should be performed, and (iii) fully understanding the facilities, difficulties, and restrictions attending the performance of the services required. Contractor is responsible to investigate each site and be fully acquainted with the conditions of each site. Should the Contractor discover any latent or unforeseeable conditions, which will materially affect the performance of services, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City.

101.3 Record Keeping

- (a) 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.
- (b) 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.

101.4 Wages

- (a) Prevailing wage rates ARE required for the work outlined in the RFP including any extra work that is authorized. See Living Wage Requirements [Attachment B]
- (b) The Contractor shall submit, upon request, certified payroll records for any and all work provided to the City of San Leandro.

101.5 Payment

- (a) Payment for all services shall be made based on the prices submitted on the Pricing Sheet in the RFP. Invoices shall reflect lump sum Monthly Maintenance fees and any extra work approved and completed. In any month that Contractor wishes to

- receive payment, Contractor shall submit an invoice for services rendered after the services have been complete. Invoices will generally be paid within 30 days of receipt of invoices. Invoices must be submitted electronically as a .pdf to the City.
- (b) Invoice format should match the price sheets submitted during the RFP process, approved and accepted by the City. Invoices for extra work must state: Date work was performed; Area work was performed; Description of Work performed; Work Requested by {City Staff Person}; Reference to Approval by City Staff {Email or other written authorization}
 - (c) The City will pay for spraying/weed abatement in areas shown in Technical Specifications – Weed Control (600), regardless of the number of applications necessary to control weed growth as described in these specifications. In other words, if property requires several applications of pre-emergent and/or systemic sprays in order to control weeds as described herein, the City shall make only one payment, based on the Monthly Maintenance bid price, regardless of the number of spray applications performed.
 - (d) The City may deduct from any amount payable to Contractor (i) any amounts the payment of which may be in dispute, (ii) any amounts necessary to compensate the City for any losses, costs, liabilities, or damages suffered by the City, and (iii) all amounts for which the City may be liable to third parties, by reason on Contractor's acts or omissions in performing or failing to perform Contractor's obligations as part of the contract. Any failure of the City to withhold payments due for such cause, shall not affect the obligations of the Contractor. Amounts withheld due to Contractor failure to adequately monitor the service areas shall be permanently forfeited by the Contractor.

101.6 Communication

- (a) The Contractor or their 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

101.7 Contract Start Up

- (a) 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 successfully and consistently implement the specifications and scope of work.
- (b) 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 acknowledges that some areas may have been turned over to the Contractor in an as-is condition and not meeting standards. Contractor will be expected to maintain the areas at a level that prevents further deterioration.
- (c) 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.

101.8 Communication of Performance Issues

- (a) 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 workorder software or phone calls to relay information on below standard work and request a deadline for completion.
- (b) The Director, or designee will also coordinate, upon request from the Contractor, onsite review of any areas that are below standard in order 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.
- (c) It is important that the Director, or designee receive timely and correct updates to the punch list of items that have been identified as below standards and that the Contractor is working on bringing back to meeting standards and specifications. The updates should be in the written format presented, either a response via a customer relationship management, or a written update on a punch list format. If

updates are not provided in the time required, a penalty of \$250 per day will be assessed for each calendar day that the City has not received a written update.

- (d) The City intends to use its web-based work order system to input requests for work to be completed to the Contractor. The request will include a due date and location. It is expected that the Contractor will update the work order with status, completion date, issues. This will be the primary means of communicating issues, deficiencies and requests between the City and the Contractor.

101.9 Communication with City

- (a) Contractor shall designate one person as the representative of Contractor authorized to act on its behalf with respect to this specified work. The representative shall maintain regular communications with City staff to discuss work that is being scheduled or that has been completed. City staff shall make inspections as often as necessary to ensure that complete and continuous maintenance is fulfilled.
- (b) Contractor shall be required to attend periodic meetings with City staff to review Contractor's performance and the condition of all maintenance areas. Dates and times of meetings shall be set by the City and the Contractor. These meetings are not to substitute for Contractor's responsibility to regularly inspect areas.
- (c) The Contractor shall submit monthly inspection reports electronically to the City's Contract representative that shows the areas that have been inspected, areas out of conformance with these specifications and the Contractor's plans for bringing the areas into specification conformance. The report shall also include documentation of irrigation checks and adjustments, quantities of soil amendments/mulch and details of chemical applications. Failure to submit reports by the tenth of each month shall result in the Contractor forfeiting \$500 from any amounts owed by the City.

102 Contract Compliance and Payment for Services

- (a) 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.

- (b) 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 checklist is considered satisfactory and in compliance with and meeting the specifications of the Agreement.
- (c) 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 punch list of items to complete and a timeframe and deadline for completion in order to bring areas back to meeting standards and specifications. This punch list will also include required dates for notification and updates back to the Director, or designee on the status of work being completed.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.

- (h) 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.

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

102.1 Payment deductions for Contractor Non-Compliance

- (a) If in the judgment of the City, Contractor has failed to perform any of its duties or obligations of these specifications, the City, at its option, in addition to, or in lieu of, any other remedies set forth in these specifications, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed after providing Contractor with written notice identifying the duty(ies) or obligation(s) not performed and the time period Contractor may have to cure the duty(ies) or obligation(s).
- (b) If the deficiency(ies) identified by the City are of a type that is susceptible to being corrected by Contractor, the City shall provide the Contractor with forty-eight (48) hours to cure the deficiency(ies), unless in the sole opinion of the City, the deficiency(ies) causes an immediate danger to the health, safety, or general welfare of the City in which case the City may at its option use whatever means the City deems reasonable to correct the deficiency(ies). If the Contractor corrects the problem within the cure period specified, then the City shall pay Contractor the amount retained with the next payment due Contractor. Otherwise, the City shall retain the amount withheld.
- (c) The amount to be retained by the City shall be determined in the sole discretion of the City. Notwithstanding the foregoing, to the extent possible, the City will use the unit prices set forth in the Contractor's bid in determining the amount to be retained.
- (d) The right to withhold payment shall not be construed as a penalty but as an adjustment of payment to Contractor to recover City costs due to the failure of the Contractor to complete or comply with the provisions of these specifications. City has the right, but not the obligation, to use the funds retained to correct Contractor's

deficiencies. The right of the City to withhold payment shall be in addition to any other remedies herein provided or available under applicable law, including the right to terminate the contract.

- (e) If in the opinion of the City there are repeated and/or frequent Contractor deficiencies, the contract may be terminated.

102.2 Invoicing

- (a) 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. Invoicing should match the pricing proposal worksheets as much as possible.

102.3 Authority of Director, or designee

- (a) 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 they shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

SECTION 4 PERSONNEL STANDARDS

102.4 Staff Assignments

- (a) The City of San Leandro shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff assigned to the work by the Contractor. If the City of San Leandro reasonably rejects staff, the Contractor must provide replacement staff satisfactory to the City of San Leandro 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.

102.5 Staffing and Supervision

- (a) 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.
- (b) 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. The Contractor shall provide enough personnel to perform all work in accordance with these specifications. Each work crew shall include at least one individual who speaks the English language proficiently.
- (c) The Contractor will be expected to know the streets within the City of San Leandro so that work can be performed independently. Contractor's staff should have access in the field to software to locate streets [I.e. Google maps] and the electronic maps that the City has provided.

102.6 Uniforms

- (a) The Contractors employees must wear uniforms consisting of coordinated pants, shirts, T-shirts, vests and/or hats. Uniform articles are to be of proper fit, clean and professional in appearance and must be provided by the Contractor at their own expense. If hats are worn, they must be company provided hats matching the uniform and they must be worn with the brim facing forward and straight. All attire must be consistent among employees.
- (b) The company name or easily identifiable logo must be visible from the front of the uniform and from the rear to ensure contract staff can be easily identified by City staff. All uniforms shall be kept clean and professional looking and shall be replaced by the Contractor as wearing/fading occurs, or as requested by the City. Anytime work is being performed on a median or within the right-of-way, an ANSI

Class 2 or Class 3-rated reflective vest or shirt must be worn. Any employee who fails to work or act in an acceptable manner, as determined by City Representative, shall be removed from working on the City contract immediately. All Contractor vehicles and equipment shall have highly visible identification and signage at all times.

102.7 Conduct of Contractor

- (a) The Contractor and his employees shall at all times be courteous and considerate toward the public in the course of their work. Proper training and instruction as to courteous responses of any and 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.

102.8 Labor

(a) General

Only competent workers shall be employed by the Contractor to work within the City of San Leandro. 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 San Leandro.

(b) Laws

The Contractor, their 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 non-discrimination 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.

(c) Penalties

The Contractor must follow all applicable labor codes and laws and shall forfeit to the City as penalty the sum of twenty-five dollars (\$25.00) for each employee employed in the execution of this contract by the Contractor for each calendar day during which any employee is required or permitted to labor more than the allowable number of hours, as outlined by the California Department of Industrial Relations.

SECTION 5 CONTROL OF THE WORK AND MATERIALS

103 Work Site/Materials Inspection

- (a) All work and materials are subject to inspection and approval of the Director, or designee. The Director, or designee, and authorized representatives shall at all times 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.

103.1 Subcontracting

- (a) The Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control.
- (b) All persons engaged in the work of the contract will be employees of the Contractor and the Contractor will be held responsible for their work, which shall be subject to the provisions of the contract and specifications.
- (c) The Contractor shall not subcontract out any portion of the services without prior written approval by the City and will be granted under extraordinary circumstances only.

Use of subcontractors may result in any or all of the following requirements:

- 1. Submission of a full list of subcontractors to be used for any given project/service
- 2. Faithful Performance Bond
- 3. Payment Bond
- 4. Withholding of up to 5% Retention on invoices
- 5. Withholding of up to 50% of the final invoice for any incomplete work
- 6. Notice of Completion to be approved at City Council and filed with the County Recorder's Office

103.2 Project Supervisor Qualifications

- (a) 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.

- (b) 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, or designee during all business hours and for any after-hours emergencies.

103.3 Defective and Unauthorized Work

- (a) 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.
- (b) 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.

103.4 City Furnished Materials

- (a) 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.
- (b) Contractors shall inspect and assure themselves of the amount and soundness of such materials and acknowledge written receipt for it.
- (c) 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 costs may be deducted from any monies due or to become due the Contractor.

103.5 Storage of Materials, Equipment and Supplies

- (a) 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.
- (b) 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.

103.6 Damage Responsibility

- (a) 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 damages to, or thefts from, structures, not attributable to the Contractor's negligence, shall be the responsibility of the City.

103.7 Protection of Vegetation and Property

- (a) 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.

103.8 Safety

- (a) 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.
- (b) 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.
- (c) Under no circumstances shall any repair work be conducted on any Contractor-owned machinery at the job site without the consent of the Director, or designee. All machinery shall be maintained according to the manufacturer 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 specifications shall operate all machinery. Generally accepted safety practices shall be used at all times.

- (d) 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.

104 Emergencies

- (a) Contractor shall be responsible for responding to all emergencies within two (2) hours of notification by the City during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday.

105 Sound Control

- (a) Sound control shall conform to the provisions in Section 7-1.01N, "Sound Control Requirements," of the Caltrans Standards and these special Provisions.
- (b) The noise level from the contractor's operations, between the hours of 7:00 A.M. and 7:00 P.M. shall not exceed 86 DBA at a distance of 50 feet. This requirement in no way relieves the contractor from responsibility for complying with local ordinances regulating noise levels. Said noise level requirements shall apply to all equipment on the job or related to the job including, but not limited to; trucks, blowers, flexible line trimmers, mowers or other equipment which may or may not be owned by the contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of the public or personnel.
- (c) 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.

106 Access and Public Safety

- (a) This section defines the Contractor's responsibility with regard to convenience and safety of the public in connection with his operations. The Contractor shall so conduct his 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.
- (b) 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. The City will designate certain hours where power equipment use will be limited during certain hours [I.e. Manor Branch Library]
- (c) 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.

107 Temporary Storage of Material and Equipment

- (a) 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.

108 Change Orders

- (a) If the City makes any other substantial change to the landscaping in a contract area, the City and Contractor shall negotiate any necessary adjustments to the monthly maintenance contract. The City reserves the right to remove any area from the maintenance contract if agreement cannot be reached

109 Extra Work

- (a) The City may request extra work from the Contractor as needs arise. Contractor will only be compensated for work which is approved in writing by the City in advance. The City reserves the right to accomplish extra work with City forces or with other contractors instead of this Maintenance Contractor.
- (b) Upon notification that extra work will be required, the Contractor shall submit an itemized, written cost proposal for such work to the City. The City shall retain the right to reject such cost proposal and perform the extra work with City forces or other contractors. Should the proposal be acceptable to the City, the Contractor shall be advised in writing and upon receipt of such written notification shall begin the work within five (5) working days or as mutually agreed to between the Contractor and the City.
- (c) The Contractor shall do such extra work in accordance with the agreement for extra work and with the provisions of these specifications and shall furnish all labor, materials and equipment. Any extra work shall be performed in a manner and time that does not negate the normal contracted work and schedule. The City reserves the right to have other contractors perform extra work. Irrigation repairs performed as extra work must meet the City's irrigations standards.
- (d) Payment for extra work performed shall be as agreed to by the Contractor and the City using the Extra Work Unit pricing submitted by the Contractor during the RFP

process. Mark up for Compensation for material will be requested in the Extra Work Unit pricing. City may request that Contractor provide invoice copies for material or employee timesheets for labor at the extra work rate.

- (e) The City may choose to have the contractor perform the extra work at the Hourly Rate for Extra Wor

200 – TURF MAINTENANCE

- a) Bruising or rough cutting of grass shall not be permitted. Mower blades shall be sharp and properly adjusted so that turf is cut to a uniform height. Scalping will not be permitted. Mowing patterns will be changed weekly or however necessary to avoid rutting. All grass clippings shall be picked up and removed from the site and properly recycled.
- b) Turf shall be mowed at a height appropriate for the species of the turf:
 1. Tall fescue 2-3"
 2. Bluegrass, ryegrass, red fescue 1.5-2.5"
 3. Dichondra, Bermuda grass 0.5-1.0"
- c) At no time shall more than 1/3 of the height be removed at any mowing.
- d) Turf shall be mowed a minimum of once per week during the growing season (March through October). During the months of November through February, turf shall be mowed twice per month.
- e) The Civic Center will be mowed every week. The City shall set the mowing schedule and provide that to the Contractor. Civic Center must be mowed with a walk behind mower that bags the clippings. Ride on mowers are not allowed at Civic Center.
- f) Care shall be taken to avoid damage by mowers to tree trunks, irrigation heads and any other utilities, facilities or structures within or adjacent to turf areas. Any damage caused by the Contractor's negligence shall be repaired at the Contractor's expense.
- g) Prior to mowing, the contractor shall ensure that the mower is clean so that no roots, stolons, seeds or crowns of foreign grasses are introduced.
- h) Turf shall be maintained in a healthy, superior condition with a crisp, clean appearance, with uniform density and no bare spots (Contractor is responsible for fixing bare areas due to scalping from the mower).

- (a) All turf areas shall be cleanly edged to the inside (turfside) edge of any concrete or asphalt interface. All turf growing along public sidewalks and walkways shall be edged to maintain a crisp, clean edge along all such structures.
- (b) Grass shall be kept from overgrowing sprinkler heads and irrigation boxes.
- (c) Edging shall also include trimming grass around trees, poles, utilities, and any other concrete pads within or immediately adjacent to the turf areas. Edging around tree's must be performed with caution to ensure the bark is not damaged. Contractor may be held responsible to replace tree's that have been girdled due to improper trimming. If a tree is girdled more than 30% the contractor will be held responsible for replacement with a new tree of comparable size as large as 48" box.

- (d) Edging shall be done concurrently with the mowing schedule [see above] Edging shall be done using power edgers or by hand. Soil sterilants or other herbicides shall not be used for edging.
- (e) Edging must be performed at a 90 degree angle to the grass and not tapered or angle cut.

203 **Aeration: Extra Work – On Call – As Needed- PreApproval by City**

- (a) This service is an on call, as needed basis and will be requested by the City of San Leandro.
- (b) Aerate using hollow tine, slicing, deep tine, or shatter tine to promote increased porosity in the soil to increase oxygen, water, and nutrient uptake for plants in turf areas
- (c) A minimum of two passes (aggressive aeration) in perpendicular directions shall be performed each aeration event.
- (d) When core aerating, a steel mat shall be dragged during core aeration to help break up cores, level low spots, and return loose soil into the aeration holes.
- (e) Turf should be actively growing when aggressive aeration is practiced.
- (f) The contractor is required to flag all sprinklers prior to starting Aeration at all sites.

204 **Weed Control and Abatement**

- (a) Weed abatement consists of spraying, pulling and/or cutting weeds on an as deemed necessary for the sites listed.
- (b) Contractor may be required to use blue dye to identify areas that have been sprayed as well as reduce the amount of chemicals being used.
- (c) Non-Selective herbicide is not allowed in ground cover or turf areas

205 **Trash Removal**

- (a) Pick up and remove trash and debris from turf areas before prior to mowing to avoid shredding and dispersal of these materials.
- (b) See Section A-7 (700)

206 **Clippings**

- (a) Remove all grass clippings from sidewalks, driveways, building entries, doorways and parking areas at community sites. All clippings and debris must be picked up and disposed of properly.
- (b) Mulching mowers shall be used. The City practices grass-cycling. Rows and clumps of grass shall not be allowed to remain on turf.
- (c) For any green waste materials that are not left on site, Contractor is responsible for recycling. All green waste cuttings, turf clippings, weeds, leaves, and other yard wastes shall be delivered to a certified compost facility designed to handle green waste. Under no circumstance shall Contractor dispose of any refuse, recyclables, or green waste that was not generated from the performance of this Contract in City supplied solid waste containers or recycling bins.

207 **Leaf Removal**

- a) During leaf season, Contractor shall remove leaves from turf areas prior to mowing.
- b) Rakes are preferred for leaf removal over blowers at the following sites: Civic Center, interior courtyards in City Facilities, libraries. The City will provide a list where use of power equipment is not allowed or during times/days it is not allowed.
- c) Leaf litter shall not be allowed to accumulate to the point that it will damage turf, block irrigation heads.
- d) Also See Section A-7 (700)

208 **Fertilization - Extra Work – On Call – As Needed- PreApproval by City**

- (a) Turf fertilization shall be performed on an on call/requested basis. Pricing to fertilize all turf within the scope of this contract shall be requested during the RFP process.
- (b) Fertilization shall be with a slow release, non-water-soluble, high nitrogen fertilizer. Chemical composition shall be approved by the City prior to application. All excess chemicals shall be cleaned from benches, tables, BBQs, and pathways.
- (c) Prior to lawn fertilization with granular-type fertilizers, the Contractor shall ensure that the root zone of the turfgrass is damp and that the grass itself is free of surface moisture. Lawns shall be watered immediately after fertilization to prevent burning the grass.
- (d) Weed & feed, fertilization and aeration shall be done within 30 days of the City's request.

209 **DeThatching- Extra Work – On Call – As Needed- PreApproval by City**

210 **Edging/Clearing Sprinkler heads for Coverage**

- (a) The edge of turf shall be trimmed or limited around all sprinklers (to provide maximum water coverage), valve boxes, meter boxes, back-flow devices, and other obstacles.
- (b) Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas shall be performed in a manner that ensures operational clearance.
- (c) Sprinkler heads shall be kept free of grass to allow for proper operation and coverage. This shall be performed by mechanical methods only, unless otherwise specified by City

211 **Maintain tree wells in turf areas**

- (a) Tree Wells: Contractor shall keep tree wells weed and litter free and mulched with a 3" deep layer to assist in suppressing weeds.
- (b) Adequate decomposed granite or wood mulch will be applied as necessary in the tree wells to insure a level surface with the surrounding concrete sidewalk. Mulch shall be clear of the tree's root crown by at least 4 inches. Tree well diameters may vary dependent on location, size, and use zones of trees. A minimum of a 6 ft in diameter, or 3ft in all directions from the tree trunk shall be maintained unless otherwise directed by City Representative.

212 **Overseeding and Top Dressing. - Extra Work – On Call – As Needed- PreApproval by City**

- a) Areas with noticeable bare spots in a contiguous area (less than 75% -90% cover) shall be overseeded with the appropriate seed mix for consistency and sustainability.
- b) Topdressing. Soil used as topdressing material is to be consistent with existing soil texture where it is to be applied.
- c) Topdressing is to be used in non-athletic fields when soil tests or leveling needs determine the application.
- d) Filling Low Spots. Fill low spots with matching existing soil when filling noticeable depressions or holes. Compact to meet surrounding soil compaction.
- e) Mulching. Use riding mowers with mulch kits or decks to mulch leaves and debris in turf areas. Mulching is used to enhance the appearance of the area and return valuable nutrients to the soil. Mulching minimizes unnecessary hauling to the dump.

213 **Irrigation System – See Section 600**

TECHNICAL SPECIFICATIONS

300 Shrubs and shrub beds; ground cover plantings**301 Pruning - Thinning, shaping, removing dead material**

- (a) Shrubs shall be pruned as necessary throughout the year to encourage healthy, natural growth patterns for each specific variety and to maintain healthy appearance, maintain intended design, function and appearance. Pruning shall include thinning, shaping, and removing dead or diseased branches.
 - i. Technique of 'feathering' back shall be used to allow for a more natural appearance.
 - ii. Removal of dead, broken or diseased branches
- (b) Landscape shrubs shall be trimmed and contained in their intended spaces and shall be pruned to maintain a natural looking appearance and not be sheared, balled or boxed.
- (c) For flowering shrubs, including roses, dead blossoms still attached shall be removed. Shrubs which may restrict visibility, such as those adjacent to left hand turn lanes or those within 100 feet of any intersection shall be kept within the height range of 12-24 inches as measured from the street level.
- (d) Different species and types of shrubs should not be allowed to grow together, and Contractor should consult with the City regarding selective removal of mature plants in order to let remaining plants grow. Suckers/volunteer intruders shall not be allowed to grow within the established shrubs.
- (e) Existing ivy growth in shrubs shall be removed and shall be kept trimmed back from shrubs/trees.
- (f) Ground cover plantings shall be trimmed as necessary to maintain an area free of plant growth surrounding trees, shrubs. Trimmed to maintain a separation between different species and shall not be allowed to grow together or become entwined. Ground cover plantings with a trailing growth habit shall be edged and kept within the planting areas or inside the sidewalk and curb.
- (g) All shrubs shall be pruned back to clear all roadways, buildings, curbs, gutters, and sidewalks. Shrubs shall not block signs, utilities, utility meters or any other facilities located within the work areas. Ground cover shall not be permitted to grow onto sidewalks, walkways, turf areas or curbs.
- (h) The City requires "Bay Friendly" hand pruning/thinning to thin shrubs, reduce the frequency of pruning and reduce the use of power tools at the San Leandro Senior Center location. If any bioswales are added to the contract, "Bay Friendly" practices will be required.
- (i) All pruning shall be done according to the accepted practices and standards as outlined by the International Society of Arboriculture Pruning Standards.

302 **Deadhead Flowers**

- (a) Remove any spent blossoms or dead flower stocks as required to present a neat clean appearance after blooming period. Deadhead within 30 days of last bloom.

303 **Clearance pruning for visibility: Overgrowth**

- (a) Prune shrubs along sidewalks and streets to provide adequate traffic line of sight and eliminate pedestrian hazards at all times.
- (b) The Parks Supervisor may make specific requests for various shrub pruning practices throughout each site, such as maximum heights. Once established in a given area, these pruning practices shall thereafter become the standard practice.
- (c) Shrubs shall not block access to controllers or electric valves and shall be pruned to minimize blockage of irrigation head spray patterns.
- (d) Groundcovers such as ivy, ice plant, gazania, etc., shall be off the curb lines, kept off pedestrian walkways and out of drainage ditches, kept out of interplanted shrubs and trees, trimmed to keep all signs, poles, guardrails, and utility meters clear, and kept from encroaching in any way into private property or onto private property fences.
- (e) Ivy shall also be trimmed off BART support towers to the height of the surrounding ground cover. Ivy falling from walls is the Contractor's responsibility to remove and should be addressed within 48 hours of notification by the City. Ivy should not be allowed to grow thicker than 6 inches from the wall to which it is attached.
- (f) Grasses, weeds, sucker growth, or any other growth shall be removed from groundcover to maintain a neat and clean appearance.
- (g) In addition to maintenance described elsewhere in these specifications, ivy on Springlake Drive, Davis Street, Fremont Avenue and Halcyon Drive shall be allowed to grow to within 6 inches of the top of the wall. Once at this height, ivy shall not be trimmed below 18 inches from the wall top nor allowed to grow past 6 inches from the top of the wall. The depth of the ivy growing out from the wall shall be kept trimmed such that the incidence of the weight causing the ivy to separate from the wall is minimized. All ivy shall be trimmed to a crisp, clean appearance. If for any reason the ivy does grow on top of the wall that ivy must be removed.

304 **Plant Removal**

- (a) The contractor shall remove dead plant material regardless of size, degree or cause of demise as a part of the maintenance activities.

- (b) The Contractor shall report to the City representative about any plant material still alive, but not exhibiting normal growth and vigor that is recommended for removal. Contractor shall indicate the location, size and species [a photo will suffice].
- (c) If it has been determined that the material is beyond reviving, the City shall provide approval and the removal will be done at no additional charge.

305 Fertilization - Extra Work – On Call – As Needed- PreApproval by City

- (a) Landscaped area fertilization shall be performed on an on call/requested basis. Pricing to fertilize all landscape areas within the scope of this contract shall be requested during the RFP process.
- (b) Fertilization shall be with a slow release, non-water-soluble, high nitrogen fertilizer. Chemical composition shall be approved by the City prior to application. All excess chemicals shall be cleaned from benches, tables, BBQs, and pathways.
- (c) *For the City Hall Landscape Area Only:* Shrubs shall be fertilized a minimum of twice per year, once in October and once in April, with a complete fertilizer and **is not considered extra work** but a part of the monthly maintenance service fee. Shrub fertilizer shall be of a formulation to keep shrubs in a vigorous and healthy condition. At no time will the use of growth inhibitors, plant growth regulators (PGR's) or growth retardants be used. This applies to the flower beds comprised of azaleas and rhododendrons.
- (d) Fertilizers shall conform to the California Food and Agricultural Code. Commercial fertilizers shall be complete fertilizers furnishing the required percentages of nitrogen, phosphoric acid, potash, and other necessary micronutrients as needed to keep turf, trees, and shrubs in a healthy and vigorous growing condition

306 Plant Replacement - Extra Work – On Call – As Needed- PreApproval by City

- (a) The City may, during the term of this contract, requests a planting renovation plan for some or all of the landscape areas in this contract. As part of that service, the Contractor shall evaluate areas and determine where plant replacement is needed, recommended species, other required repairs and renovations [such as irrigation] that will sustain new plant material.
- (b) Plant replacement, unless due to the negligence of the contractor, shall be considered Extra Work and shall be pre-approved by the City, at the prices set forth in the Price Sheet in the Bid packet.
- (c) Once approved, the City and Contractor shall agree upon a replacement schedule based on the list provided. The Contractor shall propose replacement plants that are drought

tolerant, appropriate for the space in terms of full growth pattern, low maintenance and less p an equivalent unless otherwise instructed by the City.

- (d) As part of plant replacement, the Contractor shall amend the soil with compost and/or mulch. In addition, the Contractor shall perform checks/repairs of irrigation systems in combination with the plant replacement to ensure that the plants have enough water while being established. Replacements should not occur when watering is restricted due to excessive drought conditions.
- (e) New plants that are replaced will be the responsibility of the Contractor. This includes plant material damaged or destroyed as a result of transplant shock, lack of water, inadequate care, or inappropriate use of pesticides or fertilizers. All such replacements shall be considered part of the bid price and no reimbursement will be provided.

307 Composting and Mulching - Extra Work – On Call – As Needed- PreApproval by City

- (a) The City is subject to state regulations (14 CCR 18993.1) regarding the purchase and use of compost and mulch in landscaping operations.
- (b) Contractor shall provide pricing to apply compost and/or mulch at all locations at least one time per year for soil amendment and weed control.
- (c) Compost must be produced at a permitted composting facility. Digestate, biosolids, manure are not acceptable substitutes. Mulch must be derived from organic materials and be produced at a permitted transfer station, landfill, or composting facility. Material from a chip and grind facility, tree trimmings generated from City or Contractor maintenance activities, bark mulch, and tire mulch shall not be used. Acceptable sources of compost and mulch can be found at www.lawntogarden.org/marketplace or www.compostingcouncil.org/page/participants
- (d) Guidelines for mulch applications:
 - i) Contractor shall maintain a minimum of 3” of coarse, recycled mulch at all times over surface of all non-turf planting areas (9 cubic yards per 1,000 square feet of area).
 - ii) Mulch shall be kept 6” away from tree trunks and away from shrub stems.
 - iii) Mulch shall be applied so that it is below grade (curb, edging, etc.) by half an inch. Some additional grading preparation and grading of areas adjacent to sidewalks or edging, etc. may be required to keep the finish grade of the mulch at an appropriate level.
 - iv) Non-porous material (e.g. plastic weed barriers) shall not be placed under the mulch. Instead sheet mulching shall be employed where needed.
- (e) Contractor shall provide to the City procurement records including the amount of material purchased, date of purchase, and location of application.

308 Irrigation System – See Section 500

309 Weed Control and Abatement – See Section 600

310 Trash Removal -See Section 700

TECHNICAL SPECIFICATIONS

400 **TREE MAINTENANCE**

- (a) Trees which have low hanging, diseased, dead or broken branches shall be trimmed or removed by the Contractor. Only those tree branches which can be pruned from the ground level using hand or pole pruning equipment may be trimmed by the Contractor.
- (b) Branches overhanging traffic lanes shall be kept side trimmed to face of curb line and to a height of 12 feet. Branches overhanging pedestrian routes shall be kept trimmed to a height of 8 feet above walkway level.

401 **Tree Staking**

- (a) Trees which are staked shall have supports kept in good repair. Any broken or damaged supports or ties shall be replaced as soon as possible. City shall provide supports and ties.
- (b) Staking shall remain in place until trees are fully capable of self-support- generally when the trunk of the tree exceeds the diameter of the stake. Stakes and ties shall always remain on tree roses.

402 **Prune – ground level with hand prune or pole**

- (a) All trees shall be pruned by qualified personnel using horticulturally sound methods and approved techniques. Trees shall be pruned to develop a structurally sound shape and a healthy, natural appearance.
- (b) No excessive pruning or stubbing back will be allowed.
- (c) Sucker growth originating at the trunk or root zone shall be removed.
- (d) Trees encroaching into backyards of private property from work areas shall be side trimmed to fence line to a height of 12 feet.
- (e) All tree trimming is to be done in accordance with *the International Society of Arboriculture, Western Chapter Pruning Standards* (1988), *the National Arborist Association Pruning Standards for Shade Trees* (revised 1988), and in compliance with ANSI Z133.1 (1988 Safety Standards). Specifically, the quality of work shall be consistent with the National Arborist Association definition of Fine Pruning (Class 1)
- (f) All final cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily begin under normal conditions.
- (g) Excessively deep flush cuts that produce large wounds or weaken the tree at the cut shall not be made.
- (h) Sharp pruning tools shall be used to ensure clean cuts.

- (i) Contractor shall provide City with information [date, location, type of maintenance, GPS coordinate] on maintenance of tree to keep the City's tree database current.

403 **Replacement – extra work only upon request**

- (a) Any tree badly damaged and in need of possible replacement shall be brought to the attention of the City Representative. The City Representative shall determine if the tree shall be removed and/or replaced. No tree shall be removed without prior written approval from the City Representative.
- (b) Supply and plant trees to replace or add new trees with the prior approval of Facilities Director
- (c) Remove all dead, diseased and unsightly branches, and plants. Unless instructed otherwise, remove all vines or other growth as they develop on buildings, structures and on/along fence lines.
- (d) Any tree stakes, tree ties, and/or guy wires needing replacement shall be replaced with new materials as per the City Standard Contract Drawings, at the expense of the Contractor.
- (e) the Contractor shall amend the soil with compost and/or mulch. In addition, the Contractor shall perform checks/repairs of irrigation systems in combination with the plant replacement to ensure that the plants have enough water while being established. Replacements should not occur when watering is restricted due to excessive drought conditions.

404 **Site Clearance – Traffic areas**

- (a) Trees knocked down by vehicular accidents or trees and large limbs blown down and blocking traffic lanes shall be immediately reported to the City, which shall have responsibility for cleanup of such trees and large limbs.
- (b) Any time personal property of a motorist or pedestrian is damaged due to falling trees or limbs, the Contractor shall notify the City Police Department immediately. Any small branches which fall or are blown from median plantings, causing no damage, shall be removed and disposed of by the Contractor.

405 **Tree Wells**

- (a) Tree wells shall be maintained with a well-defined radius of 3 feet diameter around the tree trunk for trees located in turf areas.
- (b) Mechanical methods to control weeds shall be used. Care should be taken not to scar the tree with string trimmers.
- (c) Tree wells mulched to maintain moisture, provide a weed barrier and ensure that a mower cannot strike trunks or limbs.

- (d) Trees with less than a 4-inch caliper will be mulched a minimum of 2' feet radius from the trunk. Trees with greater than a 4- inch caliper will be mulched 2 to 4-feet radius of trunk.

406**Fertilization - Extra Work – On Call – As Needed- PreApproval by City**

- (a) Trees shall be fertilized on an as needed basis based on the health of the tree and the soil conditions, with a complete fertilizer formulated for use on trees. The fertilizer shall be injected into the soil or spread in the watering basin.

TECHNICAL SPECIFICATIONS

500 IRRIGATION SYSTEMS AND WATER MANAGEMENT

- (a) The Contractor shall be responsible for all minor maintenance of the irrigation system including making minor repairs and adjustments to:
 - a. remote control valves
 - b. Piping
 - c. wiring
 - d. spray heads and pop ups
 - e. electric valves
 - f. Irrigation clocks
- (b) The Contractor shall repair and maintain this irrigation system from lateral tees to sprinkler heads including: replacement of damaged or malfunctioning heads, broken risers or other related parts of the irrigations system above the connection to the lateral line. Replacement of any item shall be with a new item of identical model, make and manufacturer unless otherwise approved in writing by the City Representative.
- (c) Irrigation systems should be operational to their fullest capacity using any smart technology installed, and the expertise of the Contractor.
- (d) It is the Contractor's responsibility to identify the cause of the damage and notify the City immediately if there is repair needed to the lateral line, mainline, valve, pump, electrical trouble shooting. These are considered major repairs and will be considered additional irrigation work. The City will provide advance approval on a time and materials basis at the rates specified on the Pricing Sheet by the Contractor in the Agreement.
- (e) Turf and landscaped areas shall be irrigated from acceptable performance, appearance and optimum plant health. Overwatering resulting in excessive wet areas or under watering resulting in excessive plant or turf damage is not acceptable.
- (f) Consideration and priority for irrigation will be based on: plant and turf establishment periods; established landscaping and turf; need for temporary irrigation schedules.
- (g) Water is available from the City's automatic and manual irrigation systems at some of the sites. Where no irrigation system exists, irrigation shall not be considered part of this contract. The City shall pay for all water and electricity except for water usage in excess of that needed to maintain the landscape as specified herein. Contractor shall pay for all excessive water charges, as determined by the City, due to Contractor's failure to adequately monitor irrigation system malfunctions or unwarranted increases in the frequency of irrigation.
- (h) Valves shall be kept well-adjusted to ensure efficient operation of the irrigation system. The Contractor shall also keep the controllers clean and free of insects and dust.

501 **System Checks – Annual and Routine**

- a) A thorough ANNUAL system initialization check shall be performed at the beginning of the irrigation season [generally in February to March] and will include inspection, an audit to identify low heads, overspray, water pressure, high flows, bursts, mis aligned heads and runoff, recommended adjustments and repairs.
- b) Head adjustments or repairs/replacement will be made in order to:
 - a. provide uniform coverage;
 - b. reduce or eliminate run off;
 - c. Ensure proper soil moisture;
 - d. Reduce visible stress to turf or landscape areas;
 - e. Reduce or eliminate standing water;
 - f. reduce overspray onto hardscape surfaces, vehicles, pavement, pedestrians;
 - g. identify and list any problems with the operation and efficiency of the system.
- c) System Check Inspections shall be documented on City provided format and signed/dated by the staff performing the inspection then turned into the City once completed. Contractor shall identify and list any problems with the operation and efficiency of the system, create a timely plan to address them prior to grow season, and advise the City in writing about repairs that may be needed that are not in the Contractor's scope of work.
- d) During these inspections the contractor shall adjust the water budget to ensure the amount of water being applied matches the needs of the plant material as closely as possible, while adhering to any watering restrictions in place.
 - a. During the irrigation inspections the City may provide the contractor with new irrigation controller back up batteries that will be installed by the contractor and all old batteries will be returned to the City for proper disposal.
- e) Valve boxes/irrigation boxes shall be set/re-set at grade [not sunken] with turf and within landscape areas only in locations *where* they pose a hazard to pedestrians.
- f) Routine system checks shall be performed at least twice a month during the period where the irrigation system is operating [generally April to November] to ensure there is no runoff, overspray, runoff, etc. Each station shall be operated for about a minute, and adjustments made on that site visit.
- g) During the winter/rainy season, irrigation systems/controllers/clocks will be turned off by the Contractor under the direction of the City. However, the contractor shall perform a station operation check once per month to keep the system active.
- h) Contractor will be provided access/keys to the irrigation controllers. City staff will not meet contractors to provide access.

502 **Drought Conditions and Restrictions**

- a) Contractor shall be required to modify standards in order to meet state and/or EBMUD drought condition requirements.

- b) Currently, watering with potable water is restricted to two (2) non-consecutive applications per week. All watering shall occur between the hours of 10 PM and 6 AM only. Contractor should monitor the clocks and manually make adjustments as needed to comply.
- c) If the watering requirements change the contractor will be required to adhere to these changes and make necessary/timely adjustments to the irrigation clocks.

503 **Timing of Repairs and Adjustments**

- (a) All repairs, adjustments, cleaning or replacements of any part of the system that cannot be completed within the same day of detection, shall be immediately reported to the City, and provisions made by Contractor to complete said repair prior to the close of the next regular business day. Additional time may be granted at the sole discretion of the City Representative.
- (b) Any part of the system not functioning normally shall immediately be cleaned, adjusted, repaired or replaced as needed to restore the system to normal operation.

504 **Head adjustments for adequate coverage**

- a) It is the Contractor's responsibility to ensure that the system is operating correctly and that there is adequate coverage.
- b) Adjustments/repairs/replacements must be made to nozzles/pop ups/spray heads that are spraying over landscaped areas and applying water onto roadways and must be adjusted to contain the water onto the median and not onto the roadway.
- c) Trim around sprinkler heads in turf and planted areas to ensure proper coverage.

505 **Clock adjustments – seasonally; water budgets; health of plants**

- (a) Automatic controllers shall be programmed for watering prior to 6:00 A.M. or after 10:00 P.M. Automatic controllers' programs shall be adjusted to compensate for changes in the weather and site conditions. Wasting of water or use of City-furnished water for means other than those directly related to maintenance of this project shall be prohibited.
- (b) Contractor may be required to adjust the clocks as requested by the City. The Contractor is responsible for manually changing all irrigation clock watering times, both seasonally and at the start/end of daylight saving time in order to adhere to the water window of 10:00pm to 6:00am.
- (c) Any failure on the part of the Contractor to reduce a water budget when requested to do so by the City will result in withholding of payment to cover excessive water bills.
- (d) Modifications may be made to the existing automatic irrigation system without express approval of the City assuming such modifications are made to meet the irrigation standards outlined herein. Any changes so approved shall be noted by the Contractor on a copy of

the Irrigation Plan and submitted to the City within five working days of the completion of the work.

506 **Repair and replace , After the Lateral Tee and Extra Work**

- (a) All irrigation parts and materials which are damaged or broken shall be reported to the City. Upon request, Contractor shall then submit in writing a written proposal for repair and/or replacement. A City representative shall then determine if work shall be done by Contractor or a City crew.
- (b) Contractor is responsible for any damage caused by Contractor. For any repair work performed by the City, which is at fault by the Contractor, shall be charged against the Contractor's monthly account (Contractor shall have opportunity to perform repairs, which meet the City's irrigation standards, first). If the contractor agrees to perform extra irrigation work, it must be performed within 48 hours of the request unless otherwise specified by the City and agreed to by the contractor.
- (c) If the work is not performed within the agreed upon time frame the repair cost may be withheld from the monthly payments. This work normally includes broken sprinklers, lateral lines and occasionally mainlines. When lateral and mainline repairs are made, the City must be given the opportunity to inspect the work before it is covered up. The contractor shall take pictures of the broken pipe or fittings, before and after the work is performed and provide the photos to the Parks Supervisor.
- (d) If a City representative is not available to inspect the work and photos are not taken of the work the contractor may be required to uncover the work so that it can be inspected at no extra cost to the City. Replacements of irrigation equipment shall match existing equipment of the same size and quality or substitute with current standard equipment if the damaged equipment is antiquated, as approved by the project manager prior to any installation.

TECHNICAL SPECIFICATIONS

600 WEED CONTROL AND ABATEMENT

601 Definitions and Inclusions

Below are the definitions used in this section:

- Medians – within the center right of way between lanes of travel
 - Landscape Strip – within right of way between sidewalk and back of curb or within a planter bed/landscape area in a city facility parking lot
 - City Facilities – landscaping or hardscape within city facilities perimeter boundaries – planter beds
1. Full Landscape Areas – medians, landscape strips, city facilities
 - a. Irrigation is in working order, plant material is generally healthy and filling 75% or more of the area
 2. Partial Landscape Areas – medians, landscape strips, city facilities
 - a. Irrigation is in working order although some heads are capped
 - b. Plant material is not fully filled in, and there are partial bare spots
 3. Formerly or Never Landscaped Areas – medians, landscape strips
 - a. Bare dirt that may or may not be mulched
 - b. Non working irrigation – mostly capped
 - c. And, is adjacent to and within the same continuous median , landscape strip or city facility planter bed perimeter
 4. Hardscape only – within medians
 - a. Never planted or irrigated
 - b. Stamped concrete, pavers
 - c. Island of hardscape *not* adjacent to landscape area
 5. Hardscape within landscape areas – medians
 - a. Never planted or irrigated
 - b. Stamped concrete, pavers
 - c. But, is adjacent to and within the same continuous median perimeter
 - d. A combination of hardscape and landscaped areas within a continuous median perimeter
 6. Curb and Gutter; Sidewalk - Roadways
 - a. Hardscape, no landscaping
 - b. Weed abatement required on semi annual basis
 - c. Generally, specific arterials and roadways
 7. Pedestrian Walkways and Parking Lots within City Facility Footprint
 8. Trees within sidewalk ROW
 - a. Tree well with or without a tree
 9. Identified Locations throughout the City where weed abatement does not meet one of these definitions but where knock down/mowing may be required

Definition	Weed Abatement Included in Monthly Service Fee. (See Attachment D-6)	Extra Work/Bid Alternate (See Attachment D-6)
Full Landscape Area (1)	Y	
Partial Landscape Area (2)	Y	
Formerly or Never Landscaped Area (3)	Y	
Hardscape Not Adjacent (4)	N	Price per linear foot
Hardscape Adjacent to Landscape (5)	Y	
Curb and Gutter; Sidewalk (6)	N	Price per linear foot
Pedestrian Walkways and Parking Lots within City Facility (7)	Y	
Tree areas within ROW (8)	Y	
Identified Locations	N	Price per linear foot or price per square foot

602 **Weed Abatement/Spraying**

- a) The Contractor shall comply with all rules, regulations, and license requirements of the California Department of Pesticide Regulation, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of work on the Contract. The city will provide the contractor a pesticide use report that shall be turned in to the city each month by the 5th.
- b) All weed abatement areas as defined above and within the baseline service work sites are to be kept free of weeds and volunteer tree growth. **Free** of weeds shall mean that no more than 15% of the surface area shall contain weeds AND weeds shall not be allowed to reach a maximum height of 2 inches.
- c) Volunteer tree growth shall be removed by the Contractor as part of this contract.
- d) Contractor will provide a per linear foot price to conduct weed abatement in Areas defined above that are not a part of the monthly service work sites. The City will determine if those areas can be added and will be considered extra work.
- e) When suitable and safe to do so the City may require the use of a metal blade on a trimmer rather than nylon line.
- f) Spraying :

- i. The Contractor shall perform spraying on City properties to prevent weed growth. Spraying shall consist of (1) use of a pre-emergent herbicide to prevent weed growth during the growing season following application, and (2) use of a systematic herbicide to kill re-growth and/or summer weeds.
 - ii. At the City's discretion and request, dye may be used to denote areas that have been sprayed. (Blue dye may be used with the City's permission and the strength must be low enough so that it's barely noticeable to the trained eye. Normally in high traffic areas dye is not preferred but there are situations when it may be required.)
 - iii. Chemicals with a low, non-offensive odor are required to be used.
 - iv. It shall be the Contractor's responsibility to apply herbicides as necessary to keep all properties appropriately free of weeds throughout the year.
 - v. Weeds shall be sprayed and removed prior to them reaching a maximum height or diameter of two (2) inches. It is the Contractor's responsibility to control summer weeds such as, but not limited to: Russian thistle, puncture vine, morning glory, anise, kikuyu grass, and Bermuda grass. It is also the Contractor's responsibility to control perennial and/or woody plants such as but not limited to: blackberry and coyote brush.
 - vi. It shall be the Contractor's responsibility to determine the most appropriate times of year to apply herbicides.
 - vii. It shall be the Contractor's responsibility to independently monitor all contract areas and perform touch-up spraying. Monitoring shall at a minimum include a weekly physical inspection of all spray areas. Touch-up spraying shall be required at any time that weed growth occurs. Thirty (30) days after application, if any weeds remain, Contractor shall remove by hand or have a second application applied at Contractor's cost.
 - viii. The Contractor shall use the necessary equipment in order to accomplish the work in a satisfactory manner. The Contractor shall arrange operations so that the herbicides will not be distributed beyond the limit of property sprayed. The Contractor shall apply the herbicides using nozzles and pressure necessary for a proper application.
 - ix. The Contractor shall supply water for the chemical mix. No reclaimed water may be utilized. Well water from City Parks is encouraged for use for spraying at no extra cost. (Washington Manor, San Leandro Ball Park, Thrasher, Cherry Grove, Siempre Verde and Halcyon Parks)
 - x. Care must be taken to prevent drift both above ground and through the soil. Low pressure is encouraged. If any plant material or grass dies as a result of drift on City or private property, the die back must be restored by the contractor at no extra cost.
- g) The materials used by the Contractor must be of such composition and of sufficient strength to kill weeds. The chemicals used shall not be toxic or harmful in any manner to animals or human beings when used in prescribed manner.
- h) The materials used shall not harm desirable vegetation such as trees or turf.

- i) The materials used shall not be flammable or leave an oily residue that will discolor or leave a slippery film on sidewalks and curbs.
- j) The City may at any time during the spraying operation take samples to check materials being used.
- k) Upon request, the Contractor shall provide the City with information regarding chemicals applied to specified locations. In addition, the Contractor shall upon request provide the City with specimen labels of chemicals applied. In the event the treatment is not effective, the contractor will be required to remove all growth from the area within the limits of the spray application.
- l) Pre-Emergent Applications: Where appropriate pre-emergent shall be applied before winter rains. This must be done to help reduce the need for multiple applications of additional pesticides to the site and avoid the use of power tools to knock down weeds. Contractor shall advise City when the pre emergent is scheduled to be applied. Use of irrigation systems may be used.
- m) To enforce the most effective weed abatement program, the City will compensate for weed abatement services as a *bundled part of the monthly service fee* proposed by the Contractors and not as a per application fee.
- n) Extra Work for weed abatement will be calculated as Per Linear Foot or Per Square Foot depending on the type of treatment needed. The contractor shall be compensated once for the service regardless of how many treatments are needed.
- o) To that end, it is highly recommended that the Contractor utilize BMP's and highly effective measures for weed abatement to ensure compliance with the standards and specifications in this RFP.

603**Mowing Weed Areas – Non Irrigated Areas**

- (a) Mowing shall be performed as directed by the City. Weeds will be mowed with a flail (Self Mulching) mower to a maximum height of 2".
- (b) It is the intention of this specification to provide for mulching as would be furnished by a Self Mulching Mower so that no grass or stubble shall exceed 2" in height. Weeds shall be removed from against fences, trees, and other obstructions. If the City determines that mowing practices or the condition of the weeds does not provide adequate mulching, the Contractor is to remove the mulched weeds.
- (c) The Contractor shall sweep sidewalks and roadways of plant material after cutting to maintain a clean, neat condition.

- (d) After equipment is used in a weed abatement area that equipment must be cleaned, and mower decks must be washed prior to mowing turf.

604 **Herbicide Application – Turf Maintenance**

- a) Utilize IPM/BMPs to encourage a strong turf management program and minimize the use of herbicides. General use classified pesticides will be used for turf and ornamental applications. Applications will be made to maximize the use of the herbicide while minimizing the exposure to the public
- b) In accordance with the District's sustainability goals, apply integrated pest management best practices
- c) Post areas before spraying to warn park users (This is only applicable to City facilities where there is turf used by pedestrians)
- d) Store herbicides in OSHA approved containers o Wear appropriate protective clothing while applying
- e) Use non-selective herbicides to kill grass and weeds that are growing in cracks, around posts, along fence lines, along curb and gutters, or in other identified areas where no vegetation is desired
- f) Use pre-emergent herbicides to control the germination and spread of broadleaf weeds in plant beds and turf areas
- g) Use post-emergent herbicides to control emergent broadleaf weeds that are currently in plant beds or turf areas

605 **V Ditches – Extra Work – Upon Request – Pre Approved by City**

- (a) City-owned v-ditches in the Bay-O-Vista neighborhood of San Leandro shall be maintained once per year in the fall to remove debris, dirt and overgrown planting/weeds so that storm water will have an unimpeded flow. There are 15 v-ditches and 24 storm water inlets that require maintenance. Pricing will be requested in the Extra Pricing as a per linear foot price or per square foot pricing. .
- (b) The City may at any time during the contract have the contractor remove dirt or weeds from the V-Ditches at the hourly rate for extra work. Dirt is spread out evenly on the low side of the ditch and not removed from the site.
- (c) Weeds must be either removed from the site or mulched up through mechanical method typically a string trimmer. Leaving weeds laying on the ground untouched is not acceptable. The City will make the determination if the weeds are to be removed or mulched onsite.

TECHNICAL SPECIFICATIONS

700 - General Clean Up**701 – Trash, Litter, Leaves and Other Debris**

- (a) Litter, trash, leaves, clippings, and other debris shall be removed from the work sites at each maintenance visit. Attachment D-6 outlines frequency of service outside of the Baseline Service to maintain a neat and clean appearance.. Unless otherwise specified, baseline service for trash, litter and debris is monthly.
- (b) At no time will Contractor be allowed to blow grass cuttings/debris into public streets or gutters without sweeping or vacuuming up the grass cuttings/debris before departing that area of the site. Contractor shall remove all debris resulting from the maintenance operations and dispose of it off site.
- (c) Debris shall not be blown into the adjacent landscape but picked up and removed from the site. All walkways will be kept clean/clear of debris at all times. Care shall be taken not to create unnecessary hazards to foot traffic. The contractor shall remove all branches and debris resulting from inclement weather.
- (d) The City may withhold funds to cover the clean-up of debris blown onto the street that it is not cleaned up before departing the site. Reimbursement may include but not limited to all staff time associated with the mobilization and clean up by City staff. Example, if the contractor blows debris out onto the streets and departs the site. City staff notices the debris and no contractor onsite a minimum of \$100.00 will be withheld for the clean up. If mobilization and clean up costs are greater than \$100.00 that larger amount will be deducted from the contractors next monthly payment.
- (e) Trash Cleanup - Attachment D-6 outlines frequency of service outside of the Baseline Service to maintain a neat and clean appearance.. Unless otherwise specified, baseline service for trash, litter and debris is monthly AND during every service visit for other landscape areas.
 - i) Parking lot trash shall include trash cleanup in the lot, bordering gutters, and landscape but not the emptying of trashcans.
 - ii) Trash cleanup shall include the removal and disposal of signage placed within the site boundaries such as notification of garage sales, missing pets, etc.
 - iii) Any paper, weeds, cans or other litter found in groundcover or shrub beds shall be removed and disposed of during each site visit.
 - iv) Contractor is not required to remove trash from parking lots at the Marina Shoreline.
- (f) Green Waste cannot be sent to landfilled per Alameda County regulation and must be properly recycled at an authorized transfer station or composting facility. Litter that is recyclable must be recycled.
- (g) All excess material shall become the property of the Contractor to be legally disposed of as Contractor sees fit. The City of San Leandro will not reimburse the contractor for any fees incurred.

TECHNICAL SPECIFICATIONS

800- Proposal Requirements and Award of Bid

In addition to the Requirements, Conditions, Deliverables outlined in the Request for Proposal Document, the following proposal requirements apply.

801 Proposers' Qualifications/Experience

- (a) Offers will be accepted only from Proposers who have significant experience in providing maintenance work specified herein. Proposals must include definitive information regarding the experience and qualifications of the proposing firm. Offers will be accepted only from proposers who have an adequate number of trained service personnel employed to provide satisfactory service to all locations specified under the proposal specifications and subsequent contract award.
- (b) No proposal will be accepted from or contract awarded to a contractor who is not licensed in accordance with the law. The contractor may be required, before the award of any contract, to show, to the complete satisfaction of the City, that it has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory manner.
- (c) The City may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the City all information requested for this purpose.

802 Cost Proposal - See RFP

803 Examination of Specifications, Sites and Contract Requirements

- (a) Proposer shall examine carefully the sites where the services are to be provided, the specifications, and the Request for Proposal, Bid Price Schedule and contract forms therefore.
- (b) 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.
- (c) When applicable, maps are provided and attached as illustrative of the area of work and may not include exact boundaries. However, the City in good faith, agrees that mapping is generally correct.
- (d) Any measurements given in the Request for Qualifications 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.
- (e) It is required that Bidders familiarize themselves with the areas of services prior to the time of bidding independent of the site visit/Pre-Bid informational meeting that the City will hold.

804 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. Attachment D-2 provides a list of the necessary information. At a minimum, this should include the following components:

804(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. The Proposer should be able to demonstrate that there is sufficient planning and resources to add this contract to the company’s work, and to be able to demonstrate an understanding of how to initiate a new, large contract. Transition plan shall address the contractor’s acknowledgement of currently owned equipment and vehicles inventory sufficient to perform the duties, or contractor’s acknowledgement of the need to purchase equipment and vehicles sufficient to perform the duties.

804(b) Proposed Methodology

- i. Attach an explanation on how your company will provide the requested services as specified.
- ii. In no more than three (3) pages include a description of how the project will be staffed (include size of crew, number of employees, including dedicated supervisors, 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.
- iii. **Submit a proposed sample schedule** for the completion of the maintenance services.

804(c) Quality Control Measures

- i. 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.**
- ii. Include methodology on how you will communicate problems, what steps you will take to prevent or minimize potential service issues.
- iii. 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.
- iv. Other issues to address are response time to correct deficiencies, and employee training and recognition programs

804(d) Experience/Education of Key Management

- (a) Proposer must identify and provide resumes for key staff proposed for the service identified herein. Provide a list of all management team members 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 and Specifications (attached as Exhibit A).

804(e) Experience of Staff

- (a) Proposer must provide descriptions of the experience of the maintenance crew, including supervisors, operators, 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 and the Technical Specifications.

805 Addenda

- (a) 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.
- (b) Such addenda shall constitute a part of said Specifications and shall be equally binding with them.
- (c) Addenda will be forwarded to all prospective Bidders, insofar as they are known to the Director, or designee, as well as posted to the City's website.

806 Proposal Withdrawal

- (a) Proposers submitting a Proposal may make a written request to the Purchasing Technician , or designee prior to the closing period to amend a Proposal without penalty.
- (b) Proposals cannot be amended after the acceptance date and time even if the amendment does not affect the quality, quantity or delivery of services.
- (c) A proposal presented to the City of San Leandro may be withdrawn prior to the closing date and time. A written request for withdrawal made to the Purchasing Technician, 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 their Proposal may not work as a subcontractor for the Contractor awarded the contract.

807 Relief of Proposer

- (a) 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.

808 Rejection of Proposals

- (a) 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.
- (b) 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.
- (c) Neither the City nor the Director, or designee shall be deemed responsible for any oral clarification, nor will it be binding.

809 Reference Checks and Proposal Review

- (a) The City will check the Proposer(s) references in order to determine that the Proposer(s) are “responsible” and capable of performing the requirements of the contract. It is the responsibility of the Proposer to provide current contact information for all references.
- (b) Interviews may be held with 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.
- (c) During the interviews, the City would expect to meet the Project Manager, Principal(s)/Owners Rep, day-to-day Supervisor and any other staff that have a critical role in successful implementation of the contract.
- (d) 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.

810 Evaluation of Proposals, Qualifications and Deeming Contractors as Qualified

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

- (a) 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.
- (b) 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.
- (c) Quality and performance assessments of work quality and working relationships with current and recent clients that indicate high levels of satisfaction and effectiveness.
- (d) Proven competencies in the delivery of effective and efficient maintenance services and implementation of best management practices.
- (e) Policies that provide highly trained, competent staff at every level of the organization.
- (f) Demonstration of a high level of stability and long-term high-quality performance of the Contractor.
- (g) Well organized communication systems and electronic reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City.
- (h) A high level of competence, knowledge and expertise in the area of landscape maintenance, turf maintenance, plant health, irrigation systems, water management.
- (i) Demonstration of the ability to provide the necessary equipment and personnel to perform the services by the start of the contract.
- (j) A complete/legible proposal package

811 Award of Contract(s)

- (a) The City reserves the right to negotiate multiple contracts and rates with the qualified Proposers(s), if such negotiation is in the City’s best interest.

- (b) The goal of 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.
- (c) The negotiation process will continue, as necessary, until successful contracts are reached, or until staff makes a recommendation to reject all Proposals.
- (d) It is the City's intention to award at least two contracts for the areas/locations of service outlined, as determined by the panel. Areas may be split by geographic area [north/south, east/west] or by maintenance type: medians which are predominantly roadways, or city facilities].
- (e) Extra pricing will apply to all contract areas.

812 Future Changes to the Scope of Work

812(a) Changes Initiated by the City

- (a) The City reserves the right to add, delete or change areas under the Agreement and may do so upon giving written notice to the Contractor.
- (b) Money not appropriated by City Council to implement the agreement may result in modification, cancellation, reduction in scope, and/or reduction in compensation.
- (c) 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.
- (d) If new areas are added to the Contract, the City expects that any unit pricing in the contract will be used in the new costs associated with any new areas.
- (e) Over the life of the agreement, the City expects to add new maintenance areas and delete some areas for maintenance. A per square foot price from comparable existing maintenance areas will be calculated and pricing for new areas will be added and pricing for areas removed will be deducted using the per square foot pricing of comparable/similar areas.

812(b) Changes Requested by the Contractor

- (a) Changes requested in the specifications shall be made in writing.
- (b) Approved changes shall be made by written amendment to the agreement between the Contractor and City at a reduction in cost or at no additional cost to the City.
- (c) Nothing herein shall be construed as granting a right to the Contractor to demand acceptance of such changes.

813 Notice to Proceed

The City will issue a Notice to Proceed for additional/extra work, such as addition of new service areas, special projects, and repairs, stating the dollar value of the additional work and timeframe required for completion.

In the case of a maintenance agreement, should additional work not be covered under the annual contingency, the additional work must be agreed upon through a signed amendment to the original agreement.

814 Extra Work

New and unforeseen work will be classed as extra work when determined by the Director or designee that such work is not covered by any of the various items for which there is a bid price or by combination of such items. In the event portions of such work are determined by the Director or designee to be covered by none of the various items for which there is a bid price or combination of such items, the remaining portion of such work will be classed as extra work. Extra work also includes work specifically designated as extra work in the Specifications.

The Contractor shall do such extra work and furnish labor, materials and equipment therefore upon receipt of a written supplemental agreement between the Contractor and City or other written order of the Director or designee. The Contractor shall not be entitled to payment without an approved written order of the Director or designee.

TECHNICAL SPECIFICATIONS

900 - MISCELLANEOUS

901 Public Safety

- (a) The Contractor shall conduct maintenance operations to offer the least possible obstruction to the public and to abutting property owners.
- (b) No material or equipment shall be stored on City property. Any materials or equipment brought to the site for use during any one day shall be placed where it will not interfere with the free and safe passage of traffic and pedestrians. Such materials and equipment shall be removed at the end of each day or when maintenance operations are suspended for any reason.
- (c) If a hazardous condition is observed and the City notifies the Contractor either directly or by telephone, the Contractor shall correct the condition immediately.
- (d) If the Contractor fails to correct the hazardous condition immediately, the City reserves the right to install or have installed the necessary lights, barricades, etc. The cost involved shall be deducted from any money due or to become due the Contractor.
- (e) Full compliance with this section shall be considered as included in the contract price paid and no separate payment will be made therefore.

902 Traffic Control

- (a) The Contractor shall adhere to all Cal-OSHA and Department of Transportation standards and requirements and take all necessary safety precautions to ensure that maintenance work does not endanger the health and safety of the public or cause hazards to the safety of landscape maintenance employees. Construction signs, lights, barricades, etc. shall conform to the latest revision of the Manual of Uniform Traffic Control Devices, by the California Department of Transportation.
- (b) Traffic lanes shall be kept clear except when maintenance work may require temporary closing of the lane immediately adjacent to the work area. At no time shall there be less than one traffic lane open in each direction. The Contractor shall minimize closing of traffic lanes by parking maintenance vehicles for loading and unloading of materials and landscape maintenance equipment in street parking or public parking lots.
- (c) If a vehicle must be parked for loading and unloading of materials and equipment, that should be done in the left-hand turn lanes(s) at the beginning of the median taper. Appropriate safety devices such as traffic cones, warning signs, early warning safety directional boards and/or barricades shall still be used as required.
- (d) Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall, without cost to the City, furnish, erect and maintain such barricades, lights, signs, and other devices and take such other precautions as are necessary

to prevent damage or accidents or injury to the public and the Contractor's employees. The Contractor shall also furnish such flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to the public. All flagging costs shall be born solely by the Contractor.

- (e) It is the Contractor's responsibility to provide for the safety of traffic and the public. This includes responsibility to inspect and identify conditions that render any portions of the jobsite unsafe. The City shall be notified immediately of any unsafe conditions that requires major correction. The Contractor shall be responsible for making minor corrections, including, but not limited to; filling holes in turf areas and paving, using barricades or traffic cones to alert the public to the existence of hazards, and replacing valve box covers.
- (f) Pedestrian travel shall be maintained along both sides of all streets or streets where work as part of this contract is being performed. All temporary pedestrian walkways shall be at least four (4) feet wide and fully accessible to handicapped pedestrians. In all cases, pedestrian walkways shall be separated from vehicular traffic by a clear area of at least six (6) feet.
- (g) Contractor shall be required to provide a list of IMSA or equivalent certified personnel responsible for compliance, including copies of certifications. Costs associated with recertification and training shall be borne by the Contractor.
- (h) Depending on the nature of the work, and the extent of work that impedes the public roadway, the Contractor may be requested to submit a traffic control plan for review and approval by the City.

903 Fuel Conservation and Low Emission Equipment

- (a) The Contractor shall implement strategies in work operations to reduce fossil fuel consumption and emissions such as: use hand powered equipment when possible; minimize use of gas-powered blowers; select the smallest, most fuel-efficient equipment to accomplish the work; consider vehicles that operate on natural gas or biodiesel; maintain equipment properly and keep it well-tuned; and emphasize employee carpooling to jobsites. All blowers shall be 4-stroke to help reduce noise complaints.
- (b) Contractor shall be responsible for laws governing the use of gas-powered motors/engines, and must at their own cost, purchase and deploy new non-gas-powered equipment per the guidelines and deadlines in the law.

904 Use Local Products and Supplies

- (a) The Contractor shall use local products and suppliers to the extent possible.

905 Equipment Refueling and Repair

- (a) The Contractor shall refuel in a safe manner to protect against accidental spills. Limit refueling to specific and limited areas on a site. Measures shall be taken to prevent, control, and clean-up spills. Clean-ups shall be immediate, automatic and routine and performed by

a trained staff member or a licensed cleaning company. Contact the local emergency response team agencies to report all minor or major spills. Contractor shall be aware of and abide by Spare-the Air Day fueling advisories.

- (b) Repair of equipment on site shall be limited and shall be considered minor repair to keep the equipment operating during the site visit. Major repairs shall be conducted at the Contractor's work site.

906 Lost and Found

- (a) Personal property found by the Contractor on City property or in public right-of-way shall be reported to the Public Works representative immediately and turned into the Public Works Department on the same day that the property is found. Public Works can be contacted at 510-577-3440 to verify access to Service Center on Chapman Road.

907 Location Maps provided by the City

- a) The City has created maps [Google Earth View] depicting locations for services. These maps should be used as a reference, but not as a substitution for site visits by the Contractors to view current conditions, square footages, etc.
- b) The City is not responsible for any missing location or inaccuracies. These are designed to aid the submittal of a Proposal and not to be used in lieu of site visits and in person observations by the Proposers.
- c) The Median Location maps have been created using maps provided by EBMUD in the Water Budget reports and therefore only show irrigated areas and square footages of irrigated areas. They do not represent the entirety of the area to be maintained.

EXHIBIT B

COMPENSATION SCHEDULE

PROVIDED ON FOLLOWING PAGES 2 THROUGH 8

	A	B	C	D	E	F	G
1		Brightview Pricing			See Technical Specifications for Baseline Maintenance Services		
2					Only Shaded Cells in Orange should be filled out by the Contractor		
3		Location/Description of Area	Address	Frequency	Special Instructions/Exceptions to Baseline. Work also includes Baseline Maintenance Services	Monthly Price	Annual Amount
4							
5	F1	SL Hospital/Senior Center Shared Parking Lot and the Senior Center grounds and parking lot Includes Parking lots to the north and east of building	13909 E. 14th Street	See Exceptions	Bio-swale grasses are to be trimmed <u>and all trimmings removed</u> in November and May. Trash pick-up in the bio-swale is once per week . Leaf litter and trash on remainder of grounds picked up once per week. Pots shall contain perennials be trimmed 2x per year and replaced, as needed. All landscaping (outside of the bio-swaes) maintained on a monthly basis and dead-headed and/or hand-trimmed as may be necessary to maintain a healthy plant environment. Grape vines along the southern fence trimmed once per year in Nov/Dec. Maintenance of plant material (ivy) growing on the north fence line is also included.	\$ 1,532.02	\$ 18,384.28
6							
7	F2	Former Comcast Building	Western terminus of Marina Blvd	Once per month		\$ 318.46	\$ 3,821.56
8							
9	F3	Fire Station #9	450 Estudillo Avenue	Once per month	Includes landscaped island in intersection of Huff Ave at Estudillo	\$ 437.14	\$ 5,245.63
10							
11	F4	Fire Station #10	2194 Williams Street	Once per month		\$ 483.08	\$ 5,796.90
12							

	A	B	C	D	E	F	G
3		Location/Description of Area	Address	Frequency	Special Instructions/ <u>Exceptions</u> to Baseline. Work also includes Baseline Maintenance Services	Monthly Price	Annual Amount
13	F5	Fire Station #11	14903 Catalina Street	Once per month		\$ 499.81	\$ 5,997.72
14							
15	F6	Fire Station #12	1065 143rd Street	Once per month		\$ 323.04	\$ 3,876.47
16							
17	F7	Fire Station #13	637 Fargo Avenue	Once per month		\$ 261.86	\$ 3,142.38
18							
19	F8	Manor Branch Library	1241 Manor Blvd.	See Exceptions	Maintenance work to be provided twice per month March-October and once per month all other months. Includes exterior courtyard at rear of building and sweeping out Dumpster.	\$ 373.29	\$ 4,479.50
20							
21	F9	Mulford Branch Library	13699 Aurora Dr.	Once per month		\$ 327.79	\$ 3,933.49
22							
23	F10	South Branch Library	14799 E. 14th St	Once per month	Bottlebrush to be trimmed as needed.	\$ 633.34	\$ 7,600.02
24							
25	F11	Shoreline Area Maintenance		See Exceptions	Maintenance work to be provided twice per month April-October and once per month November-March. Debris pickup in landscaped areas only. Trees to be trimmed as needed. (See Shoreline Area Landscape Maps #1-4).	\$ 3,420.78	\$ 41,049.40
26							

	A	B	C	D	E	F	G
3		Location/Description of Area	Address	Frequency	Special Instructions/ <u>Exceptions</u> to Baseline. Work also includes Baseline Maintenance Services	Monthly Price	Annual Amount
27	F12	Civic Center	835-999 E. 14 th Street	See Exceptions	All turf and paved areas, including sidewalks, between Root Park and Peralta Avenue, between E. 14 th Street and Lafayette, includes parking lots (north and south) and landscaping. These areas are clean-up, mowing, turf edging, blowing, maintenance of shrubs, and includes weeding the large pots in the plaza (and trimming perennials back 1/year). Work must be done on Monday (mowing/edging/blowing) and Thursday (blowing, clean-up) of each week. During leaf drop months, leaves should be picked up twice per week.	\$ 1,544.98	\$ 18,539.80
28							
29	F13	Marina Community Center	15301 Wicks Blvd.	See Exceptions	Maintenance work to be provided once per week. Includes all exterior landscaping (including the courtyard) and all paved areas.	\$ 1,596.27	\$ 19,155.25
30							
31	F14	Heron Bay	Western terminus of Lewelling Blvd./Bayfront Drive	See Exceptions	Maintenance of lawn area and shrubs around information kiosk to be provided once per week. (See Heron Bay Maps #1-4).	\$ 3,645.62	\$ 43,747.47
32							
33	F15	Casa Peralta & History Museum	384 W. Estudillo Avenue	See Exceptions	Maintenance of entire exterior/courtyard area to be provided once per week March-October and twice a month Nov.-Feb. Landscaping maintenance and trees on W. Estudillo in front of the Museum, west to San Leandro Blvd., on both sides of the street to be provided twice a month.	\$ 929.94	\$ 11,159.30
34							

	A	B	C	D	E	F	G
3		Location/Description of Area	Address	Frequency	Special Instructions/Exceptions to Baseline. Work also includes Baseline Maintenance Services	Monthly Price	Annual Amount
35	F16	Main Library	300 Estudillo Avenue	See Exceptions	Maintenance of entire exterior building including pots, parking lot, and walled off garden area on a weekly basis.	\$ 1,485.04	\$ 17,820.49
36							
37	F17	Downtown Parking Garage	122 Estudillo Ave	See Exceptions	Rain garden in exterior courtyard by elevators, landscaped area in NW corner of garage, and parking lot between 151 Callan and NE corner of garage.	\$ 494.55	\$ 5,934.56
38							
39	F18	Farrelly Pool	864 Dutton Ave	See Exceptions	Maintenance of interior pool area, exterior plantings in front of building along Gill Lane and ivy growing on fence along east side of Gill Lane from pool to Dutton Ave.	\$ 454.23	\$ 5,450.76
40					TOTALS		\$ 225,135.00
41					Monthly Price		\$ 18,761.25

Variable Price Increase: In the course of providing maintenance services, if during any trailing 12-month period, the cost of materials (such as fertilizer or chemicals), fuel, or labor (collectively, "Variable Costs"), required by Contractor to perform the services, by more than twenty percent (20%), the service fee shall be increased by a mutually negotiated amount.

Year 1 = Start of Contract to June 30, 2025 [more than 12 months]		Insert proposed CPI adjustment below**
Year 2 = July 1, 2025 - June 30, 2026	Proposed Contract CPI Adjustment	3.20%
Year 3 = July 1, 2026 - June 30, 2027	Proposed Contract CPI Adjustment	3.20%
Year 4 = July 1, 2027 - June 30, 2028	Proposed Contract CPI Adjustment	3.20%
Year 5 = July 1, 2028 - June 30, 2029	Proposed Contract CPI Adjustment	3.20%
	** CPI adjustment is submitted by the Proposer and can be in any amount including 0%. You can propose skipping one or more years for CPI adjustments. Adjustments can be up to 1 decimal	

Fiscal Year	Monthly Price	Base + Adjustment	Contingency (2.5%)	Total
FY2023-2024	\$ 18,761.25	\$131,328.75	\$3,283.22	\$134,611.97
FY2024-2025	\$ 18,761.25	\$225,135.00	\$5,628.38	\$230,763.38
FY2025-2026	\$ 19,361.61	\$232,339.32	\$5,808.48	\$238,147.80
FY2026-2027	\$ 19,981.18	\$239,774.16	\$5,994.35	\$245,768.51
FY2027-2028	\$ 20,620.58	\$247,446.96	\$6,186.17	\$253,633.13
FY2028-2029	\$ 21,280.44	\$255,365.28	\$6,384.13	\$261,749.41
				\$1,364,674.21

*Monthly Price is hard coded to 2 decimal places to reduce rounding errors

**Annual price is monthly price time # of months

Price - Contractor to insert pricing here - Shown in \$ or portions of a \$		
<u>Weed Abatement</u>		PRICING
Citywide Medians *- Hardscape Not Adjacent to Landscape Areas or within the same continuous median perimeter. See Weed Abatement Areas Tab	Per Linear Foot	\$ 0.15
Citywide Curb & Gutter* - Hardscape, No Landscaping - Back of Sidewalk to Back of Sidewalk	Per Linear Foot	\$ 0.07
Mowing or Equipment Trimming* - Weed areas. See Weed Abatement Areas Tab	Per Square Foot	\$ 0.01
Spraying Weeds in identified areas* - no landscaping, no irrigation; See Weed Abatement Areas Tab	Per Square Foot	\$ 0.20
<i>*Fee paid by City will be inclusive of all treatments need to remove the weeds, not a per application fee.</i>		
<u>Deductives</u>		
Landscape Areas no longer requiring any form of maintenance or irrigation maintenance - to be removed from contract areas	Per Square Foot	\$ 0.20
<u>Labor Rates; inclusive of all wages, benefits, taxes</u>		
General Laborer (Basic Labor Tasks/Repairs)	Hour	\$ 56.00
Irrigation Technician (General Irrigation Repairs)	Hour	\$ 80.00
Irrigation Specialist (Technical Irrigation Repairs)	Hour	\$ 80.00
Minimum Service Call Charge	Per Call	\$ 300.00
Markup on material cost	Percentage above cost	thirty eight percent
Markup on subcontractor cost (if necessary)	Percentage above cost	twenty eight percent
<u>Other Services</u>		
Aeration - Turf	Per Square Foot	\$ 0.01
Fertilization - Turf	Per Square Foot	\$ 0.01
Fertilization - Landscape Areas	Per Square Foot	\$ 0.02
Dethatching - Turf	Per Square Foot	\$ 0.01
Overseeding/Top Dressing - Turf	Per Square Foot	\$ 0.20
Plant Replacement * See PLANT MATERIAL	xxx	
<u>PLANT MATERIAL</u>		
One Gallon (including labor and materials installed)	Each	\$ 20.00
Five Gallon (including labor and materials installed)	Each	\$ 65.00
Fifteen Gallon (including labor and materials installed; for trees-install city provided stake/strap)	Each	\$ 225.00

24" Box Tree (including labor and materials installed; for trees-install city provided stake/strap)	Each	\$ 600.00
36" Box Tree (including labor and materials installed; for trees-install city provided stake/strap)	Each	\$ 1,300.00
Flat-Ground Cover (including labor and materials installed)	Per Flat	\$ 70.00
Flat-Annual Color (including labor and materials installed)	Per Flat	\$ 100.00
Sod-Turf (including labor and materials installed; remove old)	Per Square Foot	\$ 4.00
<u>BULK MATERIAL</u>		
Shredded Bark (including labor and material installed)	Per cubic yard	\$ 150.00
2x4 Cobble (including labor and material installed)	Per cubic yard	\$ 500.00
Topsoil (including labor and material installed)	Per cubic yard	\$ 145.00
Soil Amendment (including labor and material installed)	Per cubic yard	\$ 145.00
Bender/Headerboard (including labor and material installed) 2x6 Benda board	Per foot	\$ 20.00
Boulders/Moss Rock (materials only)	Per pound	\$ 0.80
Compost/Mulch (including delivery, labor and material installed) Medians	Per Cubic Yard	\$ 150.00
Compost/Mulch (including delivery, labor and material installed) City Facilities Landscape area	Per Cubic yard	\$ 150.00

EXHIBIT C

REQUIREMENTS RELATED TO THE COVID-19 PANDEMIC AND THE CITY OF SAN LEANDRO'S EMERGENCY DECLARATION

The novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. The City of San Leandro is currently in a local emergency and state of emergency due to the COVID-19 pandemic.

COVID-19 is extremely contagious, and is believed to spread mainly from person-to-person contact, through touched surfaces, and in airborne particles. As a result, federal, state, and local governments, including the City of San Leandro, and federal, state, county, and local health agencies recommend social distancing and additional cleaning protocols to limit the spread of the disease. The City has taken steps and put in place preventative measures recommended by federal, state, county, and local health agencies to reduce the spread of COVID-19. These measures include steps each person must take to prevent the spread of COVID-19 and include, but are not limited to, requiring face coverings, frequent hand washing and/or use of hand sanitizer, social distancing where possible, limiting of person-to-person contact, frequent cleanings of high-touch surfaces, and avoiding entering any building if they have COVID-19 symptoms.

Contractor shall obey all local orders and abide by all applicable preventative measures recommended by federal, state, county and local health agencies and any preventative measures specifically implemented by the City. This includes, but is not limited to, the guidance for best construction practices published by California Department of Public Health and Cal OSHA, Alameda County Order 20-14a Appendix B1 (Updated Small Construction Safety Protocol), and Appendix B2 (Updated Large Construction Safety Protocol), and all other applicable orders and guidance promulgated by federal, state, and local government agencies. In addition, Contractor agrees when entering any City buildings, Contractor will follow all COVID-19 related signage, wear a face covering, follow all social distancing protocols, and abide by any other COVID-19 preventative measure that are in place when performing the services described in this Agreement. Contractor shall also adhere to any subsequently communicated COVID-19 preventative measures as directed by City staff. The COVID-19 preventative measures are subject to change over time, and Contractor shall maintain knowledge of and adhere to the current COVID-19 preventative measures when interacting with City employees, officials, volunteers, agents, and representatives, when entering City buildings, and while performing the services described in this Agreement.

EXHIBIT D

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

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Contractor and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services or work.
- B. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes penalties per day for each worker engaged in the performance of the services described in Exhibit A that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of

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

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

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and sent directly to the Labor Commissioner, and available for inspection by the Owner and its

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

- D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

3551152.1