

# **PUBLIC WORKS DEPARTMENT**

# **REQUEST FOR PROPOSALS #PWD 25.701**

# LANDSCAPE MAINTENANCE SERVICES:

1984-1 Ponderosa Landscape Maintenance District
1993-1 Windsor Landscape Maintenance District
1993-2 Bonde Ranch Landscape Maintenance District
1994-1 Oak Tree Farm Landscape Maintenance District
1995-1 Moller Ranch Landscape Maintenance District

**Bid Due Date:** 

Wednesday, April 30, 2025

By

2 p.m.

City Clerk's Office

BID MAY BE DISQUALIFIED IF BID PACKAGE DOES NOT INCLUDE ALL REQUESTED DOCUMENTS AND DOES NOT ADHERE TO ALL OF THE GUIDELINES IN THIS DOCUMENT

**APPROVED** 

Matt|Gruber

Landscape Architect, Public Works Department

# I. INTRODUCTION

The City of Pleasanton is seeking Requests for Proposals (RFP) for landscape maintenance services at the City's five lighting and landscape maintenance districts. Services may also include additional services, which will be billed as "extra work" at the direction of the City Landscape Architect or their designee (all references hereafter to the Landscape Architect shall include their designee). The selected contractor will provide the following landscape maintenance services:

- 1. Ponderosa Landscape Maintenance District, 1984-1
- 2. Windsor Landscape Maintenance District, 1993-1
- 3. Bonde Ranch Landscape Maintenance District, 1993-2
- 4. Moller Ranch Landscape Maintenance District, 1994-1
- 5. Oak Tree Farm Landscape Maintenance District, 1995-1
- 6. Supervision and Management
- 7. Monthly Work Schedule Submittals

# II. BACKGROUND

The City of Pleasanton ("City") is located in Alameda County, and covers an area of 24.3 square miles with a population of approximately 80,000 residents. The City currently has five Landscape Maintenance Districts ("Districts") that provide services to a combined total of 680 parcels:

- 1984-1 Ponderosa (Del Prado) 344 parcels
- 1993-1 Windsor 90 parcels
- 1993-2 Bonde Ranch 103 parcels
- 1994-1 Oak Tree Farm 42 parcels
- 1995-1 Moller Ranch 101 parcels

The five Districts' benefit assessments were established prior to the approval of Proposition 218 in 1996. The purpose of these Districts is to provide funding for the installation, maintenance and servicing of local landscaping and lighting improvements ("Improvements") within each District's service area. Some of the Districts have specific funding allocated per month or specific conditions associated with them. Refer to the asterisks on the Scope of Work noting the conditions.

# III. PROCUREMENT SCHEDULE

EVENT	DATE/LOCATION	
RFP Advertised	April 3, 2025	
Optional – Bidder's Conference (Contact Kim Roberts to sign up)	April 15, 2025, at 2 p.m.	On-Site Meeting at the Moller Ranch Staging Area, 8107 Moller Ranch Drive
Written Questions Due	April 23, by the close of business	
Addendum Issued	AS NEEDED	
Proposal Submittal Due Date	Wednesday, April 30, 2025, at 2 p.m.	To: Pleasanton City Clerk's Office
Evaluation Period	Monday, May 6, 2025	
Council Consent Date	June 3, 2025	
Contract Start Date	July 1, 2025	

**Special Note:** After Proposal submittal deadline, all other dates are approximate and will be adjusted accordingly.

# IV. SCOPE OF WORK (Further described in Exhibit A)

The Scope of Work will consist of the following Services.

# 1. Landscape Maintenance Services for:

- Ponderosa Landscape Maintenance District
- Windsor Landscape Maintenance District
- Bonde Ranch Landscape Maintenance District
- Moller Ranch Landscape Maintenance District
- Oak Tree Farm Landscape Maintenance District

Includes plant care, pruning, mowing, irrigation scheduling and maintenance, monthly weed control, annual fire abatement, annual application of pesticides, cleaning of v-ditches and drainage swales, and other items as identified in the Scope of Work.

- 2. **Supervision and Management.** Provide on-site supervision of crew and management of site. Respond to service requests and questions.
- 3. **Monthly Work Schedule Submittals.** On a monthly basis, on a schedule to be determined by the City Landscape Architect, provide updates on all current and future activities to the Landscape Architect along with a summary of pesticide use.

# 4. City of Pleasanton's Standard Specifications and Details (July 2024)

To the extent applicable, all projects shall adhere to the latest City of Pleasanton's <u>City of Pleasanton Standard Specifications and Details. July 2024</u>, which can be accessed (see link below). The purpose of these Specifications is to provide minimum standards for materials used of construction for the City's public infrastructure.

https://www.cityofpleasantonca.gov/our-government/public-works/engineering/

# V. SPECIFIC REQUIREMENTS

#### A. General

Contractor's License Classification as provided in California Business and Professions Code Section 7028.15, the City has determined that at the time of bid, the Contractor shall possess a valid Class 27 license. The contractor's failure to possess the specified license shall render the Bid as non-responsive and shall act to bar award of the contract to any Bidder not possessing said license at the time of bid, unless exempted by federal or state law.

#### B. Season

Contractor shall perform services Monday through Friday during normal working hours, 8:00 a.m. to 5:00 p.m. Work will be performed on a regular basis for approximately 52 weeks annually. Should there be any decrease in the amount of work, the Contractor shall check in with the City on a weekly basis and be available within 48 hours for regular work. City does not guarantee any quantity of work and retains the right to use other contractors for services.

# VI. CITY PROCEDURES, TERMS, AND CONDITIONS

#### A. Terms

Duration of the Contract resulting from this RFP is for three (3) years from July 1, 2025, through June 30, 2028, with an option to renew for two (2) additional one-year terms, not to exceed five years for the total Agreement. This Contract may be renewed only by mutual agreement between the parties, with intent to renew to be conveyed to the other party sixty (60) days prior to the end of the current Contract term. Each party retains the right to not renew the Contract at the time of receipt of such notice of intent to renew. Proposals will be locked in for the first year based on your bid submittal, with an annual increase for Basic Maintenance and hourly rates based on the change in the Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Metropolitan Area (all items index; all urban consumers) for the twelve (12) month period ending in April each year as published by the Bureau of Labor Statistics, U.S. Department of Labor.

# **B.** Conditions of Agreement

Within ten days of being notified by the City, the selected contractor shall submit to the City:

- A signed copy of the City's Maintenance Services Agreement (Exhibit B)
- Certificates of Insurance, with Endorsement letter naming the City as additional insurer
- Evidence of a current business license to conduct business in the City of Pleasanton
- Completed W-9 form (if a new vendor)
- Contractor fee schedule
- Contractor materials mark-up/costs

# C. Non-mandatory Bidder's Conference: April 15, 2025

Bidder's conferences will be held to:

- 1. Provide an opportunity for bidders to ask specific questions about the project and request RFP clarification.
- 2. Provide the City with an opportunity to receive feedback regarding the project and RFP.
- 3. All questions will be addressed, and the list of attendees will be included, in an RFP Addendum following the bidder's conference(s).
- 4. Potential bidders are strongly encouraged to attend bidder's conference to further facilitate subcontracting relationships. Vendors who attend a bidder's conference will be added to the Vendor Bid List. Failure to participate in a bidder's conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance is highly recommended but is not mandatory.

# D. Evaluation Criteria/Selection Committee

- 1. All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis will be evaluated by a City Selection Committee (CSC). The CSC may be composed of City staff and other parties that may have expertise or experience in landscape maintenance services. The CSC will score and recommend a Contractor in accordance with the evaluation criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the CSC.
- 2. All contact during the evaluation phase shall be through the Public Works Department's Senior Office Assistant, Kim Roberts, <a href="kroberts@cityofpleasantonca.gov">kroberts@cityofpleasantonca.gov</a>. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the CSC may result in disqualification of Bidder.
- 3. The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFP. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an

- inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City's requirements as set forth in this RFP.
- 4. Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
- 5. As a result of this RFP, the City intends to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the City, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than the cost in determining the greatest value to the City. The goal is to award a contract to the bidder(s) that proposes the City the best quality as determined by the combined weight of the evaluation criteria. The City may award a contract of higher qualitative competence over the lowest priced response.
- 6. The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.
- 7. Each of the Evaluation Criteria below will be used in determining the quality of bidders' proposals. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a score for each proposal. A proposal with a high total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any proposal is one hundred (100) points.
- 8. The evaluation process may be decided based on the bidders' proposals or include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a shortlist of bidders that will continue to the final stage of oral presentation and interview and reference checks. The preliminary scoring will be based on the total points, excluding points allocated to references, oral presentation, and interview.
- 9. If the two-stage approach is used, the three bidders receiving the highest preliminary scores and with at least sixty (60) points will be invited to an oral presentation and interview. Only the bidders meeting the shortlist criteria will proceed to the next stage. All other bidders will be deemed eliminated from the process. All bidders will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to bidders.

# The Evaluation Criteria and their respective weights are as follows:

<b>Evaluation Criteria</b>		Weight
A. Completeness of Respons	e:	
Responses that do not include	de the proposal content requirements	
identified within this RFP	and subsequent Addenda and do not	
address each of the items li	sted below will be considered	
incomplete, be rated a Fail	in the Evaluation Criteria and will	
receive no further consider	ation.	
		Pass/Fail

	Responses that are rated a Fail and are not considered may be	
	picked up at the delivery location within 14 calendar days of	
	contract award and/or the completion of the competitive process.	
B.	Cost: Based on Bid Submittal Form	30 Points
C.	Implementation Plan and Schedule:	
	An evaluation will be made of the likelihood that Bidder's	
	implementation plan and schedule will meet the City's	
	expectations.	20 Points
D.	Key Personnel - Project Team/Staff:	
	Proposals will be evaluated against the RFP specifications and the	
	questions below:	
	1. Do the individuals assigned to the project have experience	
	on similar projects?	
	2. How extensive is the applicable experience of the	
	personnel designated to work on the project?	25 Points
E.	Work Experience/References (See Exhibit C)	10 Points
F.	Oral Presentation and Interview:	
	The oral presentation by each qualified bidder shall not exceed	
	sixty (60) minutes in length. The oral interview will consist of	
	standard questions asked of each of the bidders and specific	
	questions regarding the specific proposal. Bidders will also be	
	expected to elaborate and explain the Implementation Plan and	
	Schedule.	
	The proposals may then be re-evaluated and re-scored based on	
	the oral presentation and interview.	15 Points

#### E. Contract Evaluation and Assessment

During the initial sixty (60) day period of any contract, which may be awarded to Contractor, the CSC and/or other persons designated by the City will meet with the Contractor to evaluate the system and services performance and to identify any issues or potential problems.

The City reserves the right to determine, at its sole discretion, whether:

- 1. Contractor has complied with all terms of this RFP; and
- 2. Any problems or potential problems with the proposed system and services were evidenced which make it unlikely (even with possible modifications) that such system and services have met the City requirements.

If, as a result of such determination, the City concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor will be notified of contract termination effective thirty (30) days following notice. The City will have the right to invite the next highest ranked bidder to enter into a contract. The City also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

#### **Rejection of Bids**

The City reserves the right to reject any or all bids and to determine which bid is, in the City's judgment, the lowest responsive and responsible bid of a Bidder or group of Bidders. The City also reserves the right to waive any inconsequential omissions or discrepancies in any bid and to delete certain items listed in the bid as set forth therein. Costs for developing, submitting, and presenting

bids are the sole responsibility of the Bidder and claims for reimbursement will not be accepted by the City.

# F. Notice of Recommendation to Award

At the conclusion of the RFP response evaluation process ("Evaluation Process"), all bidders will be notified in writing by e-mail of the contract award recommendation, if any, by the City. The document providing this notification is the Notice of Recommendation to Award.

The Notice of Recommendation to Award will provide the following information:

- 1. The name of the bidder being recommended for contract award; and
- 2. The names of all other parties that submitted proposals.

## G. Pricing

- 1. Prices quoted shall be firm for the first 12 months of any contract that may be awarded pursuant to this RFP.
- 2. Any price increases or decreases for subsequent contract terms shall be as indicated in the contract terms.
- 3. Price quotes shall include all payment incentives available to the City.

#### H. Award

- 1. The award will be made to the most responsible bidder who meets the requirements of these specifications, terms, and conditions.
- 2. Awards may also be made to the subsequent lowest responsible bidders who will be considered the Backup Contractors and who will be called in ascending order of amount of their quotation.
- 3. The City reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the City.
- 4. The City has the right to decline to award this contract or any part thereof for any reason.
- 5. City Council approval to award a contract is required.
- 6. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder's proposal, will be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

#### I. Account Manager/Support Staff

- 1. Contractor shall provide a dedicated competent account manager who shall be responsible for the City account/contract. The account manager shall receive all orders from the City and shall be the primary contact for all issues regarding Bidder's response to this RFP and any contract which may arise pursuant to this RFP.
- 2. Contractor shall also provide adequate, competent support staff that shall be able to service the City during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered, City requirements and standards and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

#### VII. INSTRUCTION TO BIDDERS

#### A. City Contact

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded. To assure consistent information is disseminated to all proposers, questions related to this RFP are to be asked to members of City staff only with the knowledge and consent of the contact person named below. Attempts by Bidder to contact evaluators may result in disqualification of bidder.

All contact during the competitive process is to be through the Public Works Department only. All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by 5 p.m. on April 23, 2025, to:

Kim Roberts, Senior Office Assistant City of Pleasanton, Engineering Department E-Mail: kroberts@cityofpleasantonca.gov

The City's website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to <a href="http://www.cityofpleasantonca.gov/business/bids.asp">http://www.cityofpleasantonca.gov/business/bids.asp</a> to view current contracting opportunities.

# B. **Submittal Requirements**

- 2. Four hard copies of the Proposal shall be submitted if sent by mail or express courier. Proposals submitted electronically will be accepted. Proposals shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Consultant and shall contain a declaration to the effect that the proposed project team will remain in effect for a minimum of 60 days after the submittal date.
- 3. Sealed Bid Proposals or electronic email must be received by the City Clerk's office of the City of Pleasanton, by Wednesday, April 30, 2025, at 2 p.m.

TITLE: Landscape Maintenance Services for the City of Pleasanton's Five Landscape
Maintenance Districts

By mail: City Clerk's office, P.O. Box 520, Pleasanton, CA 94566

By Express Courier: City Clerk's Office, 123 Main St., Pleasanton, CA 94566

OR

By email: <a href="mailto:pleasantoncityclerk@cityofpleasantonca.gov">pleasantoncityclerk@cityofpleasantonca.gov</a> and <a href="mailto:kroberts@cityofpleasantonca.gov">kroberts@cityofpleasantonca.gov</a> Subject line: Landscape Maintenance Services for the City of Pleasanton's Five Landscape Maintenance Districts with [Contractor Name]

- 4. All proposals shall be submitted according to the specifications set forth in the RFP. Failure to adhere to these specifications may be cause for rejection.
- 5. Proposals and/or modifications to Proposals received after the hour and date specified above will not be considered.
- 6. All other information regarding the bid responses will be held as confidential until such time as the City Selection Committee has completed its evaluation, a recommended award has been made by the City Selection Committee, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s).

#### C. Response Format

Bid responses are to be straightforward, clear, concise, and specific to the information requested. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. City may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure.

# VIII. MISCELLANEOUS GENERAL PROVISIONS

**Insurance.** Contractor must provide and maintain in full force for the duration of the agreement General Liability and Bodily Injury Insurance, Automobile Insurance, Worker's Compensation Insurance and Certificates of Insurance according to attached Agreement. The selected contractors and their sub-contractors are required to submit certificates of insurance in accordance with the requirements of the standard agreement.

**Working Hours.** The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty of the City, forfeit \$25.00 for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.

# D.I.R.

Contractors will be subject to registration and annual renewal fee to the Department of Industrial Relations (DIR) per Senate Bill 854. The mandate applies to all contractors and sub-contractors who intend to bid or perform work on public works projects (as defined in the Labor Code).

# Registration of Contractors with the Department of Industrial Relations

For bids submitted on or after March 1, 2015, and contracts entered into on or after April 1, 2015, the bidder and its sub-contractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions under Labor Code section 1771.1. A contractor or sub-contractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5. A bid will not be accepted, nor any contract entered into without proof that the bidder and its sub-contractors are registered with the

California Department of Industrial Relations to perform public work pursuant to Labor Code Section 1725.5, subject to limited legal exceptions.

#### **Certified Payroll Records**

For projects awarded on or after April 1, 2015, Contractor shall furnish the records specified in California Labor Code section 1776, including but not limited to the certified payrolls, directly to the Labor Commissioner. The Contractor shall furnish the records specified in California Labor Code section 1776 to the Labor Commissioner for all projects, whether new or ongoing, awarded on or after January 1, 2016." Copies of those certified payroll records shall also be submitted electronically to the City.

#### **Job Site Postings by Contractor**

Contractor is required to post all job site notices prescribed by law or regulation. See 8 Calif. Code Reg. section 16451(d).

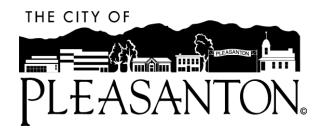
**Method of Payment.** Invoices submitted to the City for payment must include a description of work performed, location of work performed, number of personnel used, time spent by personnel, type of equipment used, time equipment used, and materials furnished. Back-up materials (invoices, receipts) must be included. All rental receipts must be furnished, and markup must be provided. Rates included on the invoice must match the agreement.

**Labor Nondiscrimination.** The awarded Contractor shall comply with the requirements of the State of California's Standard Specification Code Section 7-1.01A (4) "Labor Nondiscrimination" under this contract.

**Travel Time.** The City will <u>NOT</u> pay for travel time. Any Contractor desiring to cover these costs will need to incorporate them in the applicable hourly rates.

# **EXHIBITS:**

# EXHIBIT A – SCOPE OF WORK EXHIBIT B – MAINTENANCE SERVICES AGREEMENT EXHIBIT C – BID RESPONSE PACKAGE



# DEPARTMENT OF ENGINEERING

# **EXHIBIT A:**

# SCOPE OF WORK

LANDSCAPE MAINTENANCE DISTRICT 1984-1 PONDEROSA

LANDSCAPE MAINTENANCE DISTRICT 1993-1 WINDSOR

LANDSCAPE MAINTENANCE DISTRICT 1993-2 BONDE RANCH

LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT 1994-1 OAK TREE FARM

LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT 1995-1 MOLLER RANCH

Proposals Due: April 30, 2025, at 2 p.m.

To be used in conjunction with the City Standard Specifications and Details dated July 2024, the State Standard Specifications and Plans, current edition at the time of bid, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

# TABLE OF CONTENTS

	PAGE NO.
OPE OF WORK	3
SECTION 1. MAINTENANCE SCHEDULE	4
SECTION 2. GENERAL CONDITIONS	6
SECTION 3. SPECIAL CONSIDERATIONS	
SECTION 4. TURF	
SECTION 5. ORNAMENTATION AND GROUND COVER	
SECTION 6. TREE AND SHRUB CARE	
SECTION 7. TRAFFIC CONTROL	21
SECTION 8. CONTRACT ADMINISTRATION	22

# **SCOPE OF WORK**

(To be used in conjunction with the City Standard Specifications and Standard Details, and the State Standard Specifications and Standard Plans)

All work shall be in accordance with the City of Pleasanton's Standard Specifications and Details dated July 2024.

All work not specifically called out as "Extra Work" or "Weed Abatement Work" in the below scope of work sections shall be considered "Basic Maintenance".

Item	Description	Quantity	Unit	Unit Price	Total
	1984-1 PONDEROSA*				
1.	Basic Maintenance	12	Month		
2.	General Benefit Maintenance	12	Month		
3.	Extra Work**	1	Allowance	\$21,000.00	\$21,000.00
		1		Total:	, ,
	1993-1 WINDSOR***			_	
1.	Basic Maintenance	12	Month	N/A	N/A
2.	Weed Abatement	1	LS	N/A	N/A
3.	Extra Work**	1	Allowance	\$36,000.00	\$36,000.00
		•		Total:	\$36,000.00
	1993-2 BONDE RANCH****				
1.	Basic Maintenance	12	Month	\$500	\$6,000
2.	Weed Abatement	1	LS		
3.	Extra Work**	1	Allowance	\$30,000.00	\$30,000.00
				Total:	
	1994-1 OAK TREE FARM				
1.	Basic Maintenance	12	Month		
2.	Weed Abatement	1	LS		
3.	Extra Work**	1	Allowance	\$30,000.00	\$30,000.00
				Total:	
	1995-1 MOLLER RANCH				
1.	Basic Maintenance	12	Month		
2.	Weed Abatement	1	LS		
3.	Extra Work**	1	Allowance	\$90,000.00	\$90,000.00
				Total:	
				<del></del>	
			(	Grand Total:	

Exhibit A - Scope of Work 2025 Rev. 4/3/2025

#### SECTION 1. MAINTENANCE SCHEDULE

The following table indicates the minimum frequency of work to be performed for each specific type of work.

FREQUENCY: W – Weekly, BW – Bi-weekly, M – Monthly, Q – Quarterly,

TY – Twice Yearly, Y – Yearly, EX – Extra Work, WA – Weed

Abatement

ANNUAL SCHEDULE: The Contractor shall provide the City with an annual

schedule which generally conforms with the following:

**FREOUENCY** 

#### A. TURF AREAS

1.	Soil Analysis	EX
2.	Leaf, Litter and Trash Removal	W
3.	Weed Control	M
4.	Irrigation Scheduling	Q
5.	Irrigation Repair Check	Q
6.	Fertilize	Q
7.	Mow	W during growing season
8.	Edge	BW during growing season
9.	Aerify	TY
10.	Verticut and Rake	EX
11.	Overseed and Topdress	EX

# B. <u>GROUNDCOVERS/VINES/HARD FESCUE</u> FREQUENCY

1.	Leaf, Litter and Trash Removal	W
2.	Weed Control	$\mathbf{W}$
3.	Irrigation Scheduling	Q
4.	Irrigation Repair Check	Q
5.	Fertilize	TY (Spring & Fall)
6.	Pre-emergent herbicide	As Needed
7.	Pest/Disease Control	As Needed

8. Prune/Edge As Needed (No less than every 3 mos.)

<sup>\*</sup>All work along Paseo Santa Cruz shall be invoiced as "Basic Maintenance" and all work along the Arroyo labeled on the map as "Area of General benefit" shall be invoiced as "General Benefit Maintenance."

<sup>\*\*</sup>The extra work allowance is a lump sum amount for the first three years of the contract. If an amendment occurs during the fourth or fifth year of the contract, the extra work shall be for one-third of the amount per year.

<sup>\*\*\*</sup>The maintenance of the Windsor Landscape Maintenance District is performed by the HOA. The contractor shall be responsible for repairing the irrigation, pruning the trees, or performing other maintenance work on an as-needed basis only.

<sup>\*\*\*\*</sup>The maintenance of the Bonde Ranch Landscape Maintenance Districts shall be at a fixed rate based on the rate schedule that the contractor provides. Contractor shall provide a proposed work schedule based on what work will be accomplished for the set amount each month.

#### C. SHRUBS & TREES

<u> </u>	FREQUENCY
Leaf, Litter and Trash Removal	W
Weed Control	W
Irrigation Scheduling	Q
Irrigation Repair Check	Q
Fertilize	TY (Spring & Fall)
Pest/Disease Control	As Needed
Pruning/Structural, < 15' height	As Needed (No less than every 6 mos.)
Staking/Removal/Rebracing	As Needed
Replacement of Mulch	EX
	Leaf, Litter and Trash Removal Weed Control Irrigation Scheduling Irrigation Repair Check Fertilize Pest/Disease Control Pruning/Structural, < 15' height Staking/Removal/Rebracing

FREQUENCY

FREQUENCY

#### D. NON-VEGETATED AREAS

1.	Leaf, Litter and Trash Removal	W
2.	Weed Control	Q
3.	Refurbishment of Bark	EX
4.	Graffiti Removal	EX
5.	Pre-emergent herbicide	Y

#### PAVED AREAS E.

PAVED AREAS		FREQUENCY
1.	Leaf, Litter and Trash Removal	W
2.	Weed Control	W
3.	Graffiti Removal	EX

#### **SITE CONSIDERATIONS** F.

1.	Site Inspections	Once per month
2.	Fire Control	Per City Requirements - WA
3.	Clean V-Ditches, Drain Inlets and	Upon completion of the fire control and
	Drainage Swales	As Needed

#### SECTION 2. GENERAL CONDITIONS

#### 2.01 General

The Contractor shall not be held responsible for plant losses due to maladies beyond the Contractor's control; this includes, but is not limited to, disease or insect attack for which there is no legal recommended control, acts of vandalism, earthquakes, fires, unusual storms, and related events. Report all such conditions to the City in writing and submit a proposal for the repair of the work. Obtain the City's approval prior to proceeding with the work affected.

# 2.02 Replacement of Plants

The Contractor shall remove dead and irreparably damaged lawn, groundcover, trees, shrubs, or other plant material and replace it at his own expense when such death or damage is due to Contractor's failure to provide maintenance in accordance with the provisions herein. Contractor shall remove and replace such plant material within two weeks of notification by the City. Plants shall be replaced with material of equivalent size and variety to material being removed unless other material is approved by the City. All replacement material shall be approved by the City <u>before</u> installation by the Contractor.

#### 2.03 Work Not Included

- A. Repairs or replacement of losses and damages not covered by the contract, except as noted.
- B. New planting and other special services, except with City's request or approval in writing and agreement to pay.
- C. Major vandalism or damage caused by natural disasters.

#### SECTION 3. SPECIAL CONSIDERATIONS

# 3.01 <u>Special Considerations</u>

#### 3.01A Management Goals

On a scale of 1 to 5, maintain all landscape areas at a 3.5 to 5.0 (excellent to outstanding).

#### 3.01B Site Inspections

**Regular site visits** by the City Landscape Architect and the Contractor's Representative will be on a bi-monthly basis to ensure that the rating of 3.5 to 5.0 is maintained, to consider changes to the maintenance practices, and to direct special operations.

# 3.01C Schedule

An updated annual schedule for irrigation, pesticides, and pre-emergents shall be provided each year at the start of the contract period on July 1.

A schedule that indicates the amount of man hours and the days of the week that the maintenance crew will be at each site shall be submitted to the City as part of the regular site visits under Section 3.01B Site Inspections.

#### 3.01D Areas

The cost to maintain all landscaped areas described by the specifications must be based on conditions as they exist at the time of the bid.

# 3.01E <u>Irrigation System Care</u>

All irrigation repairs as noted in 3.04 of this section are included.

#### 3.01F Exceptions

No exceptions to these specifications will be allowed unless approved in writing by the Project Administrator.

# 3.02 <u>Natural or Open Space</u>

Natural or rough areas shall be maintained in neat appearance suitable to the intent of the area. Areas with large mature trees shall be kept free of dead wood on the grounds. Wild grasses shall be cut and raked at least annually or additionally as directed by the City.

Fire control work is considered as part of this contract and shall be provided by the

Contractor and paid for as "Weed Abatement". Refer to weed abatement requirements in Attachment 2. Large broadleaf weeds shall be controlled either chemically or manually removed.

# 3.03 <u>Debris Control</u>

- A. All clippings, trimmings, cuttings, trash and rubbish associated with landscape maintenance shall be promptly removed from the site.
- B. The property shall be toured each visit to pick up and dispose of debris such as bottles, papers, cartons, and similar items to keep the grounds neat in appearance.
- C. Large items of debris, such as large appliances or couches, abandoned on the properties by others shall be removed to a suitable dump site by the City or by the Contractor as Extra Work if approved by the City. Notify the City immediately when such dumping occurs.

# 3.04 Irrigation System Care

All irrigation systems, with the exception of Bonde Ranch and Oak Tree Farm where the irrigation has been shut off, shall be checked and adjusted each Spring and periodically throughout the growing season. Clean filter screens on pumps, backflow devices and drip systems as needed. All heads and valves flagged for repairs shall be repaired within one watering period or two working days – whichever is the shorter time frame. Necessary repairs to clocks, wiring, or necessary system modifications will be brought to the attention of the City for authorization to proceed with repairs or replacement. Cost estimates shall be provided by the Contractor. All repairs to the irrigation system shall be made within one watering period or within two working days from observation of damage. If repairs take longer than that, the contractor is responsible for hand watering the plant material as necessary to keep it in a healthy unstressed condition.

- A. Any damages to system caused by Contractor's operations shall be repaired without charge to the City. Repairs shall be made within one watering period or immediately upon discovery. Upon notification from the City of the damage it shall be repaired within one watering period or within two working days, whichever is shorter. Contractor shall report such damage immediately to the City.
- B. Accidental damage such as reported cases of vandalism shall be reported promptly to the City, together with an estimate of costs for repairs. This applies also to changes and additions needed. Faulty electrical controllers shall be reported to the City, and upon approval, repairs shall be made by the Contractor at City expense. In any case, repairs shall be made within one watering period or within two working days, whichever is shorter.
- C. In early spring, Contractor shall check all systems for proper operation.

  Lateral lines shall be flushed out after removing the last sprinkler head or two at each end of the lateral. All heads are to be adjusted as necessary for

Exhibit A - Scope of Work 2025 Rev. 4/3/2025

- unimpeded coverage.
- D. Set and program automatic controllers for seasonal water requirements. Give City's representative a key to controller, and instructions on how to turn off system in case of emergency.
- E. The irrigation system shall be adjusted as necessary to prevent overspray onto paved areas and run-off down the gutters. Contractor shall be specifically responsible for identifying areas of inadequate coverage, over-watering and system malfunctions, and making proper adjustments or repairs. Contractor shall adjust times to provide necessary water. Multiple repeat cycles shall be utilized as needed to provide best irrigation efficiency.
- F. Repair and replace as necessary, the irrigation system and all its piping from the backflow prevention device to each of the irrigation heads. It is understood that throughout the life of the project, incidental replacement of irrigation heads and risers, quick couplers, valves and piping will be necessary due to vandalism, vehicle damage, malfunction, and so on. Repair and/or replacement of all damaged sprinkler heads and riser assemblies, quick couplers, valves and piping are a part of this contract, and will be paid for as "Extra Work". Provide receipt for materials as verification for "extra" reimbursables.
- G. Maintain in good condition all automatic sprinkler valve boxes and their cover lids. This includes removal of any plant growth inside of the boxes, and removing any excessive dirt or debris from inside box so that valve is completely exposed inside of box. Standing water in the valve boxes shall not be allowed to remain permanently.
- H. All valves should be kept in such condition that they are able to be manually operated at the box by the air bleed pet-cock.
- I. The height of all sprinkler control boxes shall be maintained at approximately one-half (1/2) inch above the surface of the surrounding grade.
- J. Repair and replace all quick coupling valves and lines which are not operating properly.
- K. Repairs to clocks, wiring or necessary system modifications shall be the Contractor's responsibility; however, they are considered as "Extra Work". A cost estimate shall be provided to the City and such repair shall be approved by the City prior to initiation.
- L. Moisture in soil shall be checked with a soil probe to determine moisture requirements for all plant areas.

# 3.05 Sidewalks and Driveways

Debris of silt resulting from erosion and other landscape debris, shall be removed from sidewalks, gutters and driveways.

# 3.06 <u>Drainage Systems Maintenance</u>

- A. All drainage systems on the properties for purposes of rainwater or irrigation water collection, whether surface swales, French drains, catch basins, dry wells, creeks, streams or underground pipes, shall be maintained in a clean condition free of debris, erosion waste, weeds or any blockage. Natural creeks and streams are not included.
- B. When a drainage system is blocked by debris from off the site or by erosion waste from off-site major storm damage, correction will be made by the City after prompt notification by the Contractor or considered "Extra Work" as approved by the City.

## 3.07 Erosion Control

The Contractor shall not be responsible for structural maintenance or repair or replacement of the following: parking areas, driveways, streets, or sidewalks except for such structural maintenance, repair or replacement resulting from damage caused by the Contractor or his agents.

- A. Erosion resulting from failure to maintain properly rooted plant material on slopes shall be the responsibility of the Contractor to correct and accomplish necessary cleanups.
- B. Erosion resulting from major storm damage that requires major slope reconstruction and/or installation of additional drainage facilities shall be the City's responsibility.

#### 3.08 Records

Written records of watering schedules, fertilization, pest control spraying, and other maintenance work shall be maintained by the Contractor. Written records describing all products and materials used during maintenance also shall be maintained by the Contractor. A copy of the record shall be provided to the City on a monthly basis.

# 3.09 <u>Control, Supervision and Approval Authority</u>

- A. Unless otherwise provided by specific provisions, Contractor's operations and activities pursuant to this agreement shall be under the control and supervision of the Director of Engineering or his authorized representative, and such person shall exercise such control and supervision for and on behalf of the City where so designated in this agreement.
- B. Whenever, under the provisions of this agreement, the Contractor is prohibited from doing something unless Contractor first obtains the approval or consent

of the City, such approval and consent must be obtained from the Director of Engineering, or his authorized representative.

#### 3.10 Pest and Disease Control

The Contractor shall utilize an Integrated Pest Management (IPM) approach to maintain the landscape. The Contractor shall provide all pest and disease controls required. The Contractor must file a yearly schedule with the City for anticipated pest control work. This shall include herbicides, fungicides, plant growth regulators, insecticides, as well as fertilization schedules.

If chemicals are required the Contractor must submit to the City a completed form detailing the chemicals to be used, the means of application (high pressure spray rig, back pack sprayer, etc.), quantities, area to be treated, and desired time of application. This submittal shall occur prior to the application of the chemicals. The City will respond to this submittal, if approved, with instructions as to the timing, and precautions for the requested application. Contractor must provide Material Safety Data sheets (MSDS) for all chemicals proposed to be used, and must receive approval prior to their use. MSDS sheets plus data to be updated annually. During the use or application of any chemical, special care must be exercised during such use in the vicinity of homes, near lakes, etc., during windy conditions. In some cases, it may be necessary to apply chemicals during off hours or weekends. Particular care should be exercised to avoid applications at time or under conditions that would annoy or alarm homeowners. Pesticide Advisor's recommendation must be available on-site during application of pesticides.

The Contractor must file with the City, their plan for disposal of hazardous materials, waste oil, pesticides, etc., and how they will handle a chemical spill.

The Contractor is responsible for identification of all plant problems, for selection of method of treatment, and for application of control measures. Consult agricultural extension agents, testing laboratory, and other authorities as necessary for identification of problems and determination of appropriate measures to be taken.

All materials shall be applied under the supervision of a licensed Agricultural Pest Control Operator. Apply all methods of pest and disease control in accordance with all governing regulations and with the requirements specified on the product label.

When insect damage or any disease is suspected, an accurate identification of the pest or disease involved must be made prior to application of control measures. Submit appropriate samples of the plant material, soil and/or roots as necessary to a testing laboratory for verification. Obtain a recommendation for method of control from a County extension agent and/or the testing lab.

The Contractor shall use the pesticide which uses the least residual that is effective for controlling a particular problem. Routine "preventive" use of pesticides is discouraged, as it destroys natural predator-prey relationships that are beneficial to the balance of the landscape —eco system.

Exhibit A - Scope of Work 2025 Rev. 4/3/2025 Inform the City at least two working days in advance of the Contractor's applying chemicals. Inspection of the application of the chemicals may be required by the City.

Obtain a written permit from County for all such measures registered as RESTRICTED. Submit all information required to obtain permits; annual permits for regular use of control measures may be obtained as allowed by the County.

Submit a Notice of Intent to County at least 24 hours prior to proposed time of application of all RESTRICTED materials.

At the end of each month, submit a record of all control measures used to the County. This includes biological control measures as well as chemical; only pure fertilizers not containing any pesticides or other non-fertilize chemicals are exempt from this requirement. Consult a representative for the County Department of Agriculture for more information. Use standard County forms for this submittal. Report must designate the chemical use, date, location and rate for the City of Pleasanton contract sites.

Comply with County requirements with regard to disposal of fertilizers, pest control growth regulators.

# 3.11 Graffiti

Graffiti shall be removed from the site within one week of notification by the City. The areas in which graffiti removal is required includes sound walls, controller boxes, valve boxes and any other surface in the maintenance areas. The cost of graffiti removal shall be paid for as "Extra Work".

#### SECTION 4. TURF

#### 4.01 General

The Contractor shall maintain all turf areas on the site(s) in a healthy, thriving condition by performing the following operations and other work incidental thereto:

# 4.02 Mowing

Upright grasses shall be mowed to a uniform height of 3 inches in warm weather and 2-1/2 inches during the rainy season. Mower blades shall be kept sharp so as not to damage the turf. Cut all large turf areas using a rotary riding mower. For those areas with slopes 3 to 1 or steeper, use specialty mowers specifically designed for steep slope areas. Push mowers shall only be used in those areas where a ride mower cannot be used. Provide a list of the mowers you intend to use on the project to the Project Administrator for approval at the pre-job conference.

# 4.03 Edging

Turf shall be edged along borders, walls, curbs, fences, paths, rocks, etc., for neat appearance where needed. Clippings shall be removed from planting beds and walks.

Edges shall be trimmed weekly during the growing season. Clippings shall be vacuumed or blown off walks back into turf areas. Clippings shall not be blown into the streets or gutter nor allowed to collect in drainage ways. Clippings shall be caught and removed from the site. Contractor shall be responsible for any damage caused by his operations.

Nylon line or other whip edgers shall not be used to edge ground cover areas or within two feet of any trees or shrubs. Contractor is responsible for any damage caused by this equipment.

## 4.04 Fertilizing

Turf areas shall be fertilized in agreement with the specific needs of the particular grass variety involved to maintain a healthy and vigorous condition. Specially formulated, complete fertilizers with trace elements shall be applied quarterly as needed. The exact formula shall be as recommended in a soils analysis or by the Project Administrator. Credit for fertilization application will only be given when Contractor notifies the City.

#### 4.05 Weed Control

Exhibit A - Scope of Work 2025 Rev. 4/3/2025 Tall fescue and fine turf areas shall be carefully spot-treated with selective herbicides to control broadleaf weeds and weed grasses as weather and turf conditions dictate. In areas where crabgrass or other weed grasses have infested the lawn, pre-emergent herbicides such as Dacthal, Balan, or Betesan shall be applied for control, before crabgrass germination. Roughs or special lawn areas, where they exist, shall be treated as specified in the Special Considerations Section of these specifications.

# 4.06 Insect, Disease and Pest Control

Turf areas shall be inspected throughout the year to ensure against disease and insect infestation. If an infestation occurs, an appropriate fungicide or insecticide shall be applied by a licensed operator in agreement with State and local regulation and as weather and environmental conditions permit. The City shall be notified a minimum of 3 working days in advance of any spraying. If poison baits are used for the control of moles, ground squirrels and gophers, such baits shall be placed so as not to create a hazard to persons or pets. All poison baits that will be placed will require authorization by the City.

# 4.07 Watering

Turf shall be watered using automatic irrigation system equipment where it exists. Schedules for automatic systems shall be established according to seasonal needs and monitored on a monthly basis throughout the year by the Contractor.

Watering shall always be done after 10:00 p.m. and before 6:00 a.m. if the irrigation system is electrically controlled, otherwise, apply water before 10:00 a.m. Drip systems may be operated during the day. Water run-off across pavements and into gutters shall be avoided. Contractor must submit a "watering schedule" for the project.

Turf will be trimmed or removed around sprinkler heads to allow proper functioning of the sprinkler.

#### 4.08 Debris Control

The property shall be reviewed weekly to ensure that debris such as bottles, papers, cartons and similar items are disposed of to keep the grounds neat in appearance.

# 4.09 Aerifying

Aerify compacted turf areas to improve water penetration as needed.

#### SECTION 5. ORNAMENTATION AND GROUND COVER

#### 5.01 General

The Contractor shall maintain all ground cover, including hard fescue areas, on the site(s) covered by this agreement in a healthy, thriving condition by performing the following operations and other work incidental thereto:

#### 5.02 Weed Control

Eliminate weeds, including undesirable grasses such as tall fescue, nut grass, rye, etc., preferably with pre-emergent herbicides, but also with selective systematic herbicides. Hoe weeds as little as possible since this may result in plant damage. Hand-pull weeds that are not effectively controlled by chemical herbicides.

- A. All planting beds and graveled areas shall be kept weed free.
- B. All debris resulting from weeding operations shall be removed from the project area on the same day that the weeding operation occurs.
- C. Should the Contractor desire to use a chemical weed control program, they shall develop said program and submit it in writing as part of this bid. The City shall be notified at least seven (7) days before each use. Credit for herbicide application (pre and post emergents) will only be given when Contractor notifies the City prior to said application.
- D. All tree wells are to be kept weed and grass free for an area extending out a minimum of 2.5' from the trunk of the tree in any direction. (See also Section 6.05 under Tree and Shrub Care.) A three inch layer of organic mulch should be maintained in the tree wells. Care should be taken to pull mulch away from the trunk of the tree a minimum of two inches.

#### 5.03 Ground Cover Areas

All ornamental plant material and ground covers shall be judiciously pruned maintaining the natural structure of the plant. All vegetation shall be maintained six inches away from structures and clear of all walkways. Perform edging so that groundcover "feathers back" from border of groundcover area, forming a natural appearance; do not shear or create vertical edges.

#### 5.04 Watering

Exhibit A - Scope of Work 2025 Rev. 4/3/2025

Water enough so that moisture penetrates throughout the root zone as often as necessary to maintain healthy growth.

#### 5.05 Dead Plant Material

If large sections of plant material are damaged or destroyed due to vandalism, such replacement material will be provided or paid for by the City, but shall be installed by the Contractor as "Extra Work". Documentation such as photos, a cost estimate, and a Public Safety report for vandalism shall be provided to the City for such plant material. Receipts for all plant material provided by the Contractor shall be given to the City.

#### 5.06 Insect and Disease Control

All ornamental plant material will be inspected throughout the year to ensure against disease and insect infestation. If an infestation occurs, appropriate plant protection shall be taken. Should a pesticide be required, it shall be applied by a licensed pesticide applicator by state and local regulations and as weather and environmental conditions permit. Any pruning necessary to remove infested or infected material is included in this contract at no additional cost.

- A. The Contractor shall have a "Commercial Pest Control Operator's License" as required by law.
- B. The spray materials shall meet all Federal, State and local requirements.
- C. The Contractor shall use an insecticide spray that prevents or controls insect infestations.
- D. Application of insect and disease control materials shall be within the time best suited, according to the manufacturer's specifications and application rates, for the eradication of the insects and diseases.
- E. Any new or existing plants or soil that are damaged by either the lack of a needed application or the over-application of controlled materials shall be replaced by the Contractor at his expense.
- F. Snails and slugs shall be controlled by the use of an approved non-arsenical metaldehyde bait as prescribed by a qualified pest control advisor.

# 5.07 Watering

All bidders shall submit proposed cool season and warm season watering schedules for project along with bid documents.

#### 5.08 Fertilizing

Ground cover and ornamental plants shall be fertilized in agreement with the attached frequency schedule. Fertilization application will be based on a soils analysis or the recommendation of the Project Administrator. City staff will be final authority for type and quantity of fertilizer to be applied.

Exhibit A - Scope of Work 2025 Rev. 4/3/2025

# 5.09 Mulching

The Contractor shall provide and maintain mulch at a depth of three inches (3") in all planting areas which are mulched on the commencement date of this agreement or for which mulch is determined to be necessary by the Project Administrator due to Contractor's replacement of plants. Mulching material shall be organic, chipped wood mulch, or other such material as approved by the City. Mulch shall not be artificially colored. Mulch shall be applied as necessary at the direction of the Project Administrator, and shall be paid for as "Extra Work".

#### SECTION 6. TREE AND SHRUB CARE

#### 6.01 General

Maintain trees and shrubs in a healthy, thriving condition by performing all necessary operations.

# 6.02 Watering

Plants should not be watered until a moisture check has been made of representative plants in the landscape. Use a probe or other tool to check the moisture in the root ball and the soil surrounding the root ball. Also, a need for water should dictate the frequency of watering by an automatic or manual irrigation system. Contractor shall submit proposed watering schedules for project along with bid documents.

## 6.03 Pruning

### 6.03A Broadleaf Trees

Shall be pruned in conformance with ISA guidelines. Prune trees to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached, which have vertical spacing of from 18 to 48 inches and radial orientation so as not to overlay one another; to eliminate diseased or damaged growth; to eliminate narrow V-shaped branch forks that lack strength; to reduce toppling and wind damage by thinning out crowns; to maintain growth within space limitations; to maintain a natural appearance; to balance crown with roots. The Contractor is responsible for all pruning.

All pruning shall be performed by qualified professional personnel using recognized and approved methods and techniques. Excessive pruning or stubbing back will not permitted. All pruning cuts shall be made outside of the branch colar. They shall be cleanly cut with no tearing of the bark. Any trees that are stubbed back or pruned improperly, such that its shape is distorted, will be replaced by the Contractor with a 24" box size tree or larger as required by the City Landscape Architect. Cut back branches that are rubbing on walls, fences and buildings, and remove suckers, watersprouts and other undesirable growth on trees. All normal safety procedures shall be followed during these operations. Under no circumstances will stripping of lower branches ("raising up") of young trees be permitted unless requested by the City. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper trunk growth (tapered trunk). Lower branches may be removed only after the tree is able to stand erect without staking or other support. Pruning required for clearance (pruning <15' for streets and <8' for sidewalks) is considered as part of this contract and shall be considered as "Basic Maintenance" per Section 1 "Maintenance Schedule". Pruning beyond clearance pruning is also considered to be contract work, but shall be considered "Extra Work"

Exhibit A - Scope of Work 2025 Rev. 4/3/2025

#### 6.03B Coniferous Trees

Shall be pruned in conformance with ISA guidelines. In general, regular pruning of conifer trees should not be necessary; by nature they have pleasing, regular forms which do not need close direction. Pruning of conifers should be performed as needed, primarily to correct growth abnormalities in young trees, to control plant density and size, and to remove dead, diseased, structurally unsound or broken branches.

Conifers in general do not have latent buds along branches other than new growth. Branches and laterals that are removed will not be replaced; a branch that is stubbed will not develop new growth. To thin, cut back to a laterally-growing shoot. To increase density, pinch candle or new shoot in spring when expanding, and on each subsequent flush of growth (some pines have several). NEVER PRUNE BACK INTO OLD WOOD.

Vertical arrangement of branches in most conifers should be adequate. Pines naturally have a whorled branching structure; cedars have a random arrangement of branches along the trunk. These natural characteristics should be encouraged and maintained.

Monitor all conifers yearly; if a double-leader develops, prune out the weaker and less shapely of the two as soon as possible. If the top breaks, thin out the whorl of branches until a new central leader develops.

Evergreen and deciduous trees shall be thinned out and shaped when necessary to prevent wind and storm damage. The primary pruning of deciduous trees shall be done during the dormant season. However, pruning is not limited to dormant season. Damaged trees or those that constitute health or safety hazards shall be pruned at any time of the year as required. Such work shall take place only after notification of the City or as requested by the City. Pruning required for clearance (pruning <15' for streets and <8' for sidewalks) is considered as part of this contract and shall be considered as "Basic Maintenance" per Section 1 "Maintenance Schedule". Pruning beyond clearance pruning is also considered to be contract work, but shall be considered "Extra Work"

# 6.03C Shrubs

The objectives of shrub pruning are the same as for trees. Shrubs shall not be clipped into balled or boxed forms. All pruning cuts shall be made to lateral branches or buds, or flush with the trunk. "Stubbing" will not be permitted.

# 6.03D <u>Dividing Perennials</u>

After some years, dividing plants will become necessary to maintain a pleasing density and to renew plant vigor. Monitor plants yearly for clumpiness, reduced flowering, and other symptoms that indicate a need for dividing.

When directed by the City Landscape Architect, dig plants up, and carefully separate tubers or root masses, using a sharp knife. Prepare planting bed with fresh amendment in accordance with industry standards, rototilling to break up clods, etc. Replant separated plants to fill bed area with room for expansion; compost weak, damaged and excess plants. Water thoroughly after replanting.

# 6.04 Staking

Remove stakes as soon as they are no longer needed. Stakes and ties shall be inspected at least twice per year to prevent girdling of trunks or branches, and to prevent rubbing that causes bark wounds and cambium damage. Contractor shall train trees and shrubs off stakes, and adjust stakes and ties as necessary.

#### 6.05 Weed Control

Keep basins and areas between plants free of weeds and turf. Avoid frequent soil cultivation that destroys shallow roots. Where there is not adequate plant material to suppress weeds, mulch is preferred to either spray or mechanical removal of weeds.

#### 6.06 Insect & Disease Control

Maintain a reasonable control with approved materials. Monitor trees for presence of mistletoe. Remove immediately upon discovery. Consult with County Extension Agents for recommended methods of control and prevention of resprouting. The Contractor shall use a systemic fungicide that controls anthracnose and plant disease, and shall also a systemic control fireblight where necessary.

#### 6.07 Fertilization

Once, late in spring, fertilize recently established plants with a soluble nitrate fertilizer. Avoid applying fertilizer to the root ball and base of main stem; rather, spread evenly under plant to drip line. Rates will vary from about a cup of nitrate fertilizer, (depending on nitrogen percentage) around a newly installed small plant to about one half (1/2) lb. of actual nitrogen per inch of trunk diameter measured four feet from the ground for mature trees.

#### SECTION 7. TRAFFIC CONTROL

#### 7-01 General

The Landscape Architect shall review the Contractor's traffic control throughout the duration of this maintenance contract. If, in the opinion of the Landscape Architect, the traffic control is inadequate, the Landscape Architect shall direct the Contractor to stop all maintenance work and correct the traffic control problem. If the problem cannot be corrected with on-site materials, all work shall stop, and the existing equipment shall be removed until the traffic control can be properly placed.

# 7-02 Liquidated Damages

The parties acknowledge that the need for adequate traffic control is of paramount safety importance, and that the City must expend staff time and effort to monitor Contractor's traffic control program. If the Contractor is not providing adequate traffic control, City staff must expend additional time and effort to immediately correct the situation. Because of the ongoing nature of this maintenance contract, the parties acknowledge that they cannot reasonably calculate a sum to reflect the costs to the City when the Contractor does not provide adequate traffic controls. Therefore, the Contractor shall pay to the City, as liquidated damages and not as penalty, the sum of two hundred dollars (\$200.00) for each instance where the City formally notifies the Contractor in writing that adequate traffic controls are not being provided by the Contractor at any work site.

The levy of liquidated damages is in addition to all other rights and remedies available to City under this contract, and the waiver of the right to levy liquidated damages does not waive City's right to enforce any additional conditions or seek any other remedies.

#### SECTION 8. CONTRACT ADMINISTRATION

# 8-01 Monthly Submittals

Contractor shall submit to Landscape Architect the following items with the monthly invoice: Copy of Alameda County monthly pesticide use report; irrigation schedules for each controller; the previous month's completed work by crew, and a schedule which outlines the next 60 days work, to include crew locations by day.

#### 8-02 Records

Written records of watering schedules, fertilization, pest control spraying, status of open service requests, crew locations by day, total number of hours worked year-to-date, and other maintenance work shall be maintained by the Contractor. Written records describing all products and materials used during maintenance also shall be maintained by the Contractor. A copy of the record shall be provided to the City on a monthly basis.

# 8-03 Control, Supervision and Approval Authority

- A. Unless otherwise provided by specific provisions, Contractor's operations, and activities pursuant to this agreement shall be under the control and supervision of the Parks Superintendent or their authorized representative, and such person shall exercise such control and supervision for and on behalf of the City where so designated in this agreement.
- B. Whenever, under the provisions of this agreement, the Contractor is prohibited from doing something unless Contractor first obtains the approval or consent of the City, such approval and consent must be obtained from the Landscape Architect, or their authorized representative.
- C. Supervision, Inspection, and Contract Compliance: Contractor must provide for adequate supervision and inspection of all work performed to ensure that each requirement of these specifications is consistently met.
  - a. A fully qualified supervisor representing the Contractor shall be readily available to meet with the Landscape Architect as needed for the purposes of correcting problems, conflicts, and coordinating work schedules.
  - b. The progress and standard of quality of work to be accomplished under this contract shall be to the degree acceptable to the Landscape Architect. In the event the Landscape Architect determines Contractor's work is unsatisfactory, Contractor may be required by Landscape Architect to perform the additional work at no cost to the City.

#### D. The City will do the following:

- a. Periodically inspect the work to assist in ensuring the work meets City's standards.
- b. Landscape Architect will be available during regularly schedule hours to discuss and resolve any concerns of the Contractor.
- E. General: The Contractor shall furnish supervision of his crew and inspection of landscape conditions daily. The City reserves the right to request removal of any employee of the Contractor.

Exhibit A - Scope of Work 2025 Rev. 4/3/2025

- F. Supervisor: Landscape Supervisor will have a minimum of five (5) continuous years as supervisor of complete landscape maintenance service and at least two (2) years performing duties of a foreman.
- G. If the Contractor elects to move or change the site supervisor, prior approval must be obtained by the Landscape Architect
- H. Crew Leader: Crew Foreman shall have two (2) continuous years of on-the-job experience performing pest management and fertilizing, as well as general shrub, tree, and groundcover trimming activities.
- I. If the Contractor elects to move or change the site Crew Leader, prior approval must be obtained by the Landscape Architect.
- J. Irrigation Technician: Irrigation Technician shall have at least one (1) continuous year of on-the-job experience performing sprinkler and valve repairs as well as irrigation controller programming.
- K. Pesticide Technician: Pesticide Technician shall possess a current State Certified Applicator's license.

# **ATTACHMENTS**

**Attachment 1 – Maintenance Area Maps** 

**Attachment 2 – Weed Abatement Requirements and Maps** 

**Attachment 3 – Record Drawings (sent via email only)** 

## Attachment 1 - Maintenance Area Maps

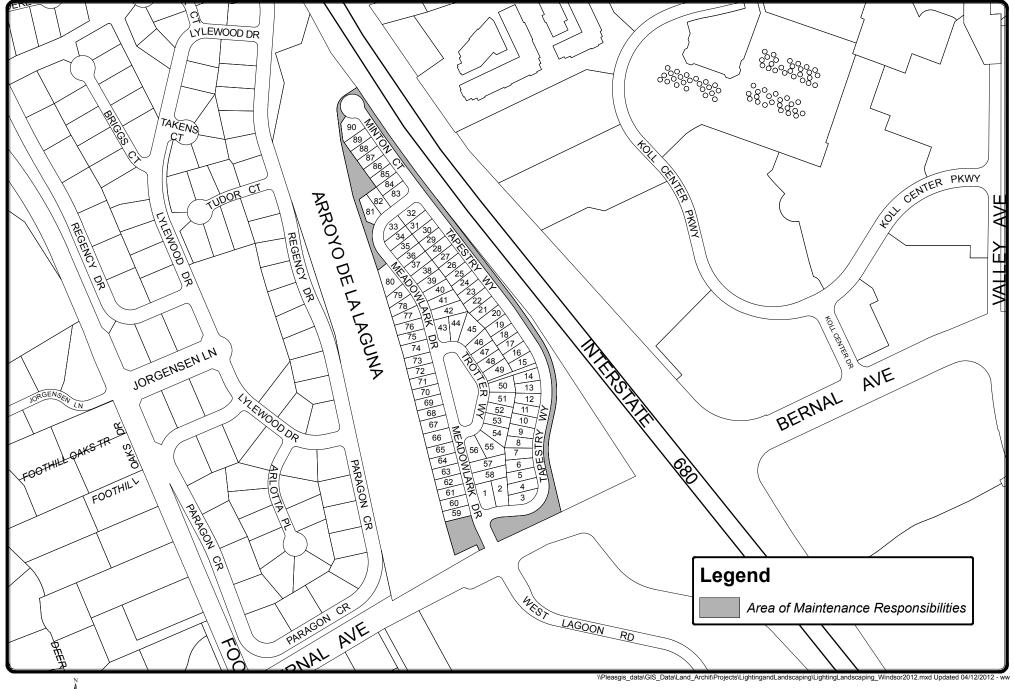








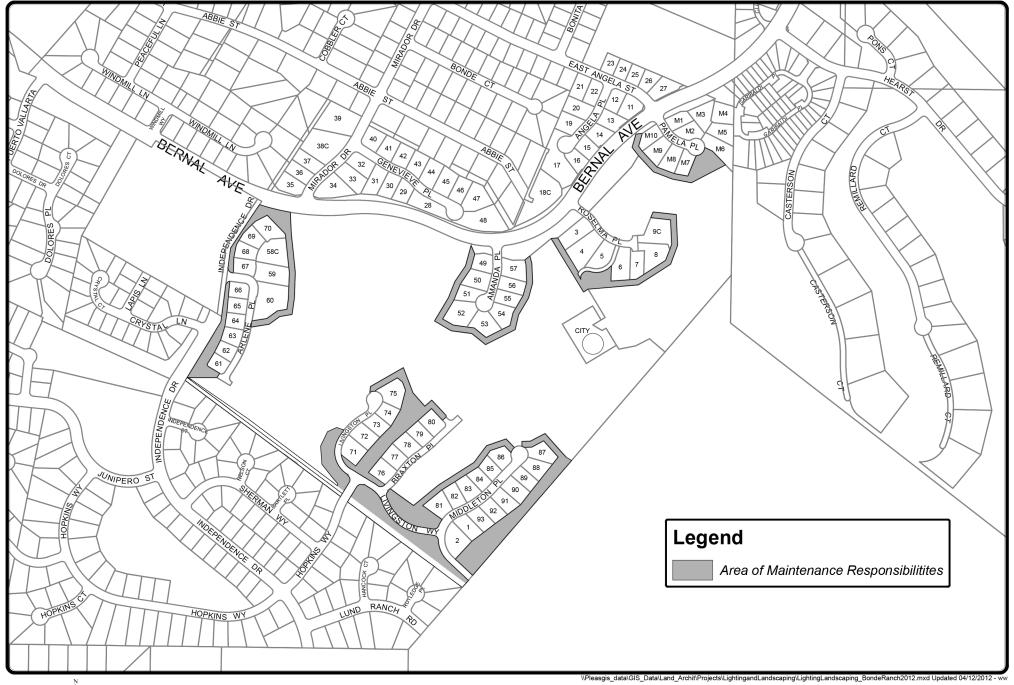






## LIGHTING & LANDSCAPE MAINTENANCE DISTRICT 1993-1 WINDSOR

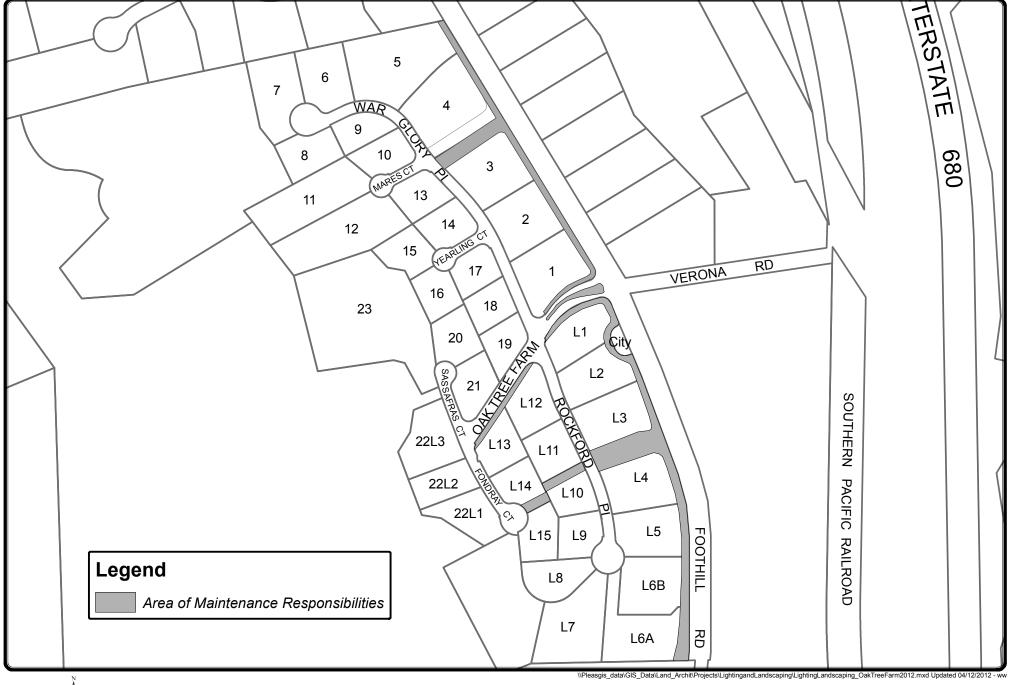






LIGHTING & LANDSCAPE
MAINTENANCE DISTRICT 1993-2 BONDE RANCH

PLEASANTON.

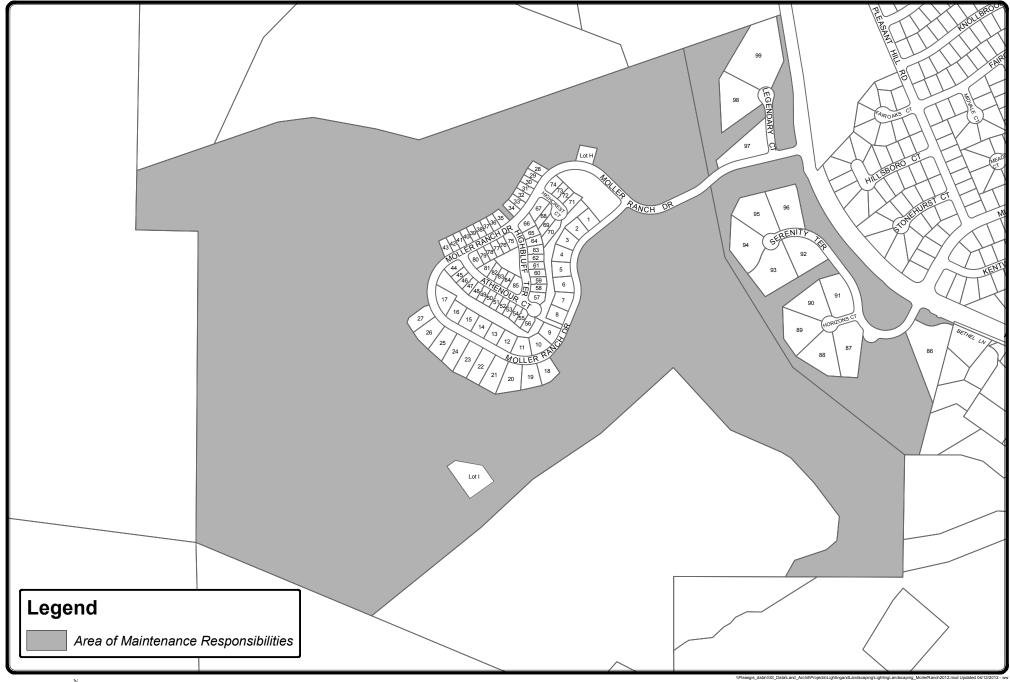




1 inch = 300 feet









1 inch = 525 feet





83.102 Vegetation Removal



# **Alameda County Fire Department Fire Prevention Division**

#### REMOVAL REQUIREMENTS

Weeds, Rubbish, and Litter Abatement

The following are the minimum requirements for removal of weeds, rubbish and litter. All areas must be maintained throughout the year as follows:

#### **RUBBISH, LITTER AND DEBRIS**

Remove any rubbish, garbage, litter, junk, old building materials, or other items completely from the property and appropriately dispose of them.

#### WEEDS AND OVERGROWN VEGETATION

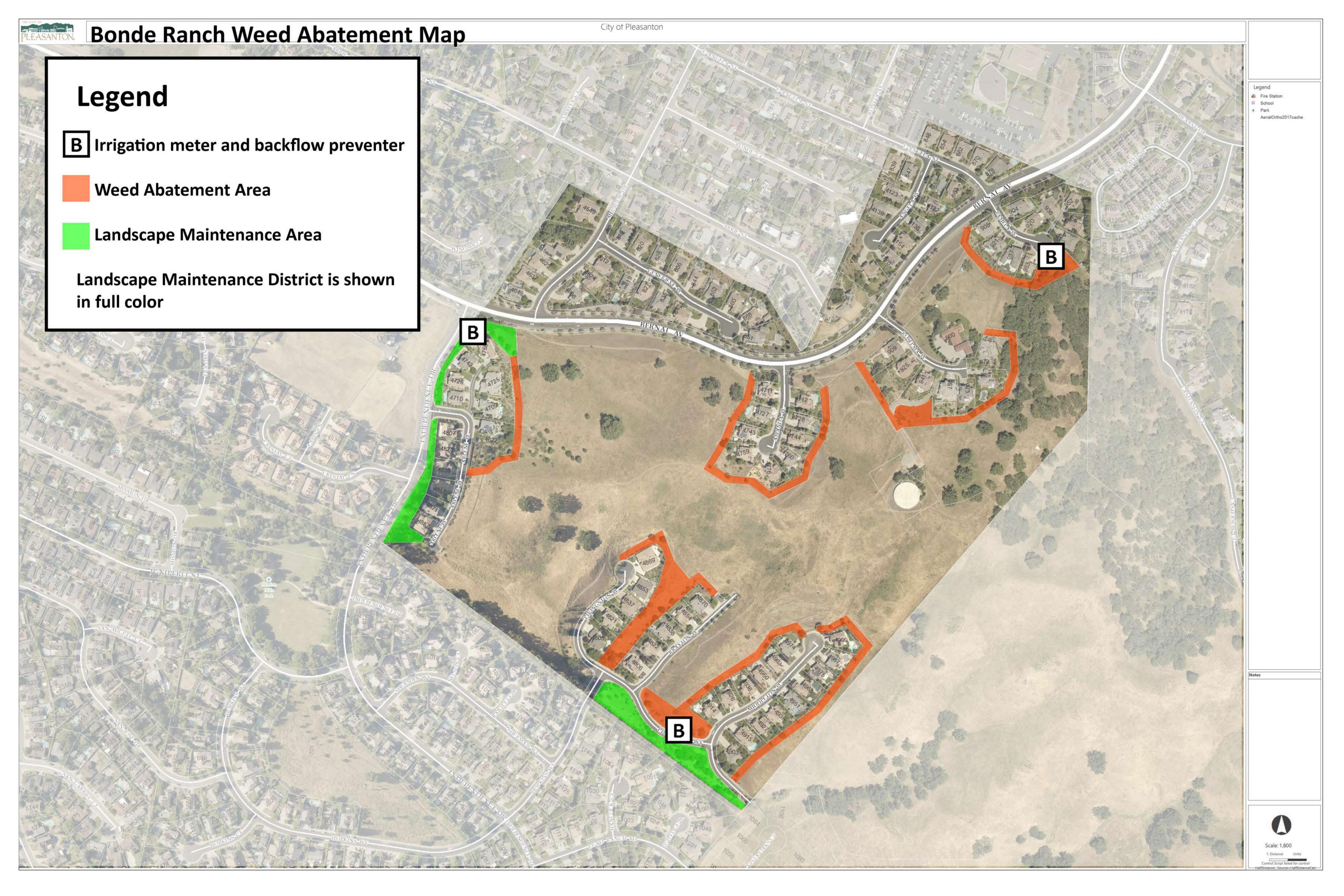
Prune any overgrown plants, shrubs or trees; remove cuttings and dead tree limbs. Keep all trees, shrubs, and other vegetation, or portions thereof adjacent to any building or structure, free from dead limbs, branches, and other combustible materials. Maintain roof of building or structure free of leaves, needles, twigs or other combustible litter.

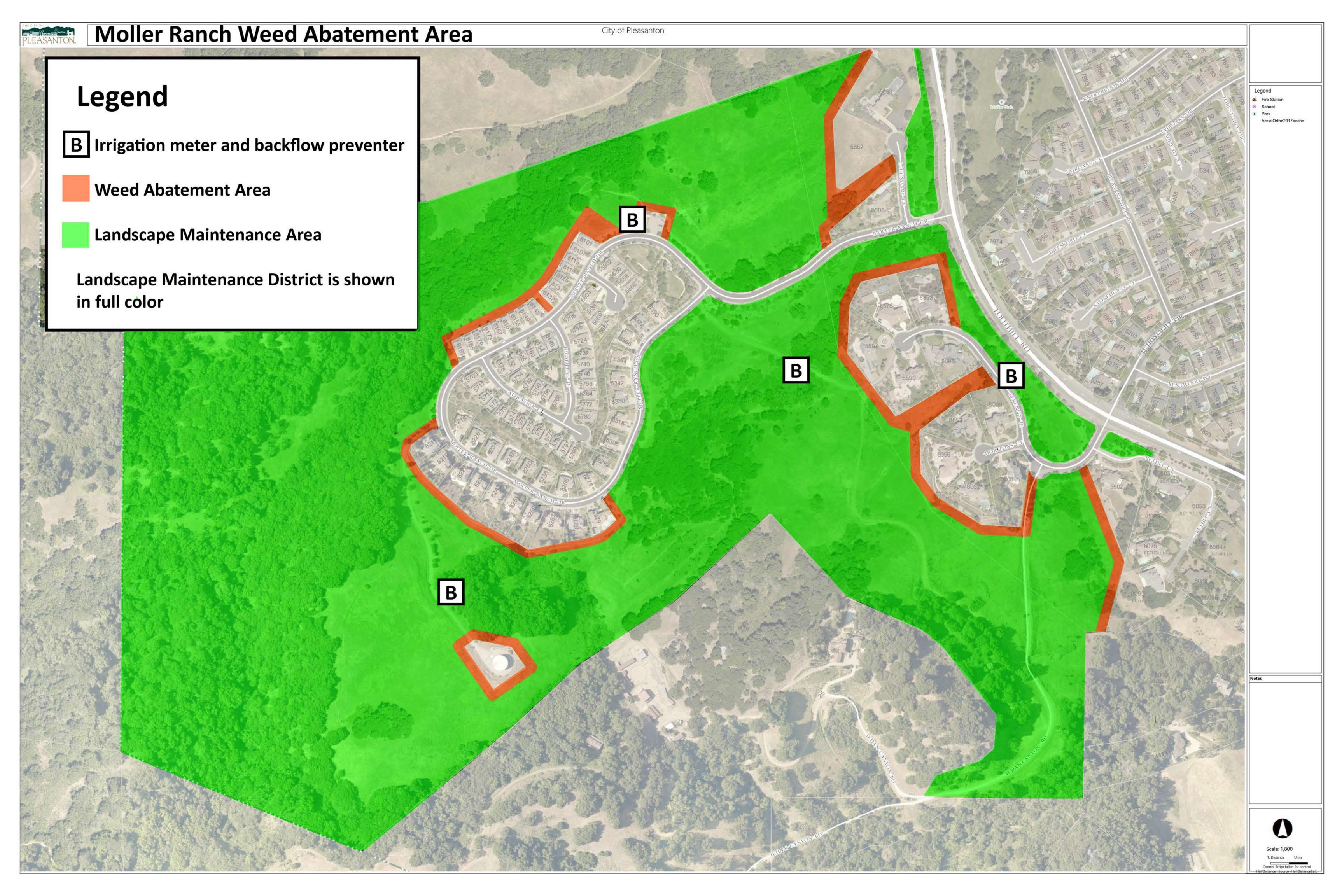
Remove any portion of a tree that extends within ten feet (10') of the outlet of any chimney or stovepipe. Maintain around and adjacent to any such building or structure, a fire break made by removing all brush, flammable vegetation, or combustible growth to ground level which is located within 100 feet of a building, structure or to the property line, which ever is nearer. Grass and other vegetation located more than 30 feet and less than 18 inches in height above the ground may be maintained where slopes are greater than 15% in order to stabilize soil and prevent erosion.

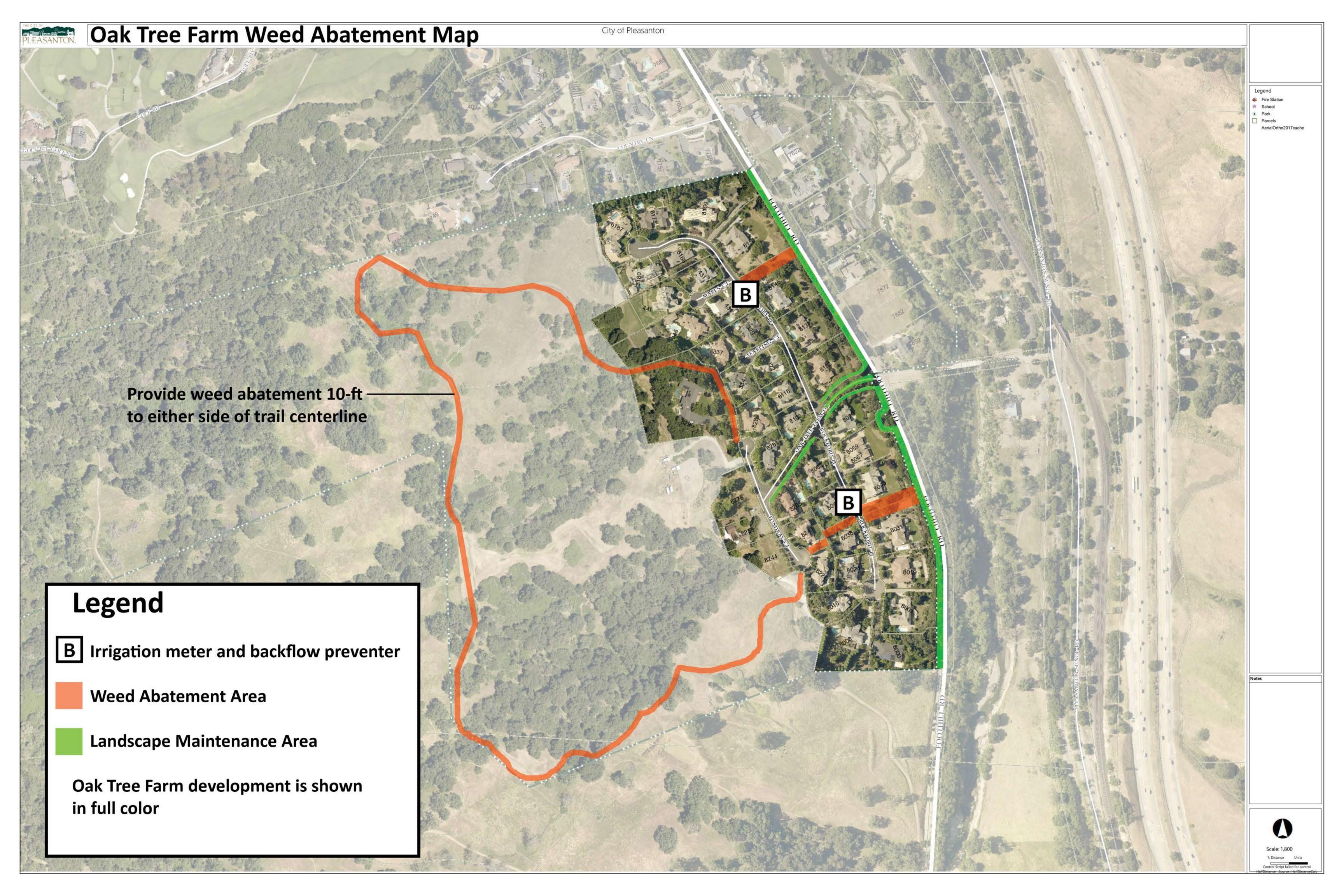
Removal may be achieved by a variety of means, including but not limited to animal grazing, chemical application, discing, cutting, etc.

Any questions should be directed to the Alameda County Fire Department Fire Prevention office in your area.

City of Dublin	City of Newark	City of San Leandro	Unincorporated Alameda County	Union City
(925) 833-6606	(510) 578-4218	(510) 577-3317	(510) 670-5853	(510) 675-5470







### MAINTENANCE SERVICES AGREEMENT

			greement") is made and entered ("Contractor") a
{insert ty	pe of company = corp	oration, partnership, etc.	("Contractor") a  , whose address is
	and the C	ITY OF PLEASANTON	, a municipal corporation
("City").			
		RECITALS	
<u>provided}</u> se:	rvices as set forth in		describe the services being escribed in an Exhibit A or a
<u>specific bid docun</u>	<u>nent}         </u> .		
B. City finds	it necessary and advis	able to obtain such servio	ces from Contractor.
	<b>EREFORE</b> , in considered and Contractor agree a		venants and conditions in this
above and will ex	pire . Contrac chedule for services to	tor will perform the servi	nmences on the date written ces on the schedule
		Contractor shall perform, es are described in an Ex	or cause to be performed, the hibit A or a specific bid
3. Compe	nsation. Compensati	on for services shall not	exceed \$ , and
			her payment schedule},
*	Payment shall be made		of receipt of Contractor's invoice
officers, agents are causes of action, so manner related to negligent act or on to be performed phowever, be oblig willful misconduct provided under the of any patent issue.	nd employees ("Indemsuits, losses, expenses Contractor's (include mission, whether allegursuant to this Agreer ated to indemnify Indet of Indemnitees. This Agreement, or any	nitees"), against any and attorney's fees, or liabilities Contractor's employees ged or actual, regarding the nent and any amendment emnitees from Claims arises indemnification include tool, article or process uses. This indemnification p	end, and indemnify the City, its all claims, costs, demands, ity, arising from or in any s, agents, or subcontractors) he services performed or caused as thereto. Contractor shall not, ising from the sole negligence or es any claim that services ed, constitutes an infringement provision shall survive

5. <u>Insurance</u>. During the term of this Agreement, Consultant shall maintain in full force

and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best's

rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies:

- a. General Liability and Bodily Injury Insurance. Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall further state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for services performed by Contractor and its subcontractors, and that no other insurance effected by City or other named insured will be called on to cover a loss.
- b. <u>Automobile Liability Insurance</u>. Automobile liability insurance with limits not less than \$2,000,000 per person/per occurrence.
- c. Workers' Compensation Insurance. Workers' Compensation Insurance for all of Contractor's employees shall be in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000. By signing this Agreement, Contractor is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- d. Certificate of Insurance. Contractor shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any services set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.
- e. <u>Subcontractors</u>. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.
- f. <u>Waiver of Subrogation</u>. The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.
- g. <u>Defense Costs</u>. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions.

- 6. <u>Independent Contractor</u>. The Contractor is an independent contractor retained by the City. All personnel employed by the Contractor, including subcontractors, and personnel of subcontractors, are not and shall not be employees of the City.
- 7. Contractor's Warranty. Contractor shall bear the risk of loss or damage to any goods associated with the services until delivered to and accepted by City. Contractor further warrants that all services provided under this Agreement shall: a) meet all conditions of the Agreement; b) shall be free from all defects; and 3) shall be fit for the purposes intended. If any defects occur within the 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.
- 8. <u>Labor Code/Prevailing Wages</u>. The services performed under this Agreement are a "public work" and prevailing wage laws shall apply. No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to perform the services under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the services by the Contractor or any subcontractor doing or contracting to do any part of the services. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages.

To the extent applicable, Contractor shall comply with all requirements of the California Labor Code, including but not limited to, Labor Code sections: 1773.2 (regarding posting wage determinations at each job site); section 1776 (regarding the certification, maintenance, and availability for inspection of payroll records); section 1777.5 (regarding employment of apprentices); section 1810 (regarding a legal day's work as 8 hours of labor); and section 1775 (regarding penalties for violations). The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

9. <u>Notices</u>. All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

To Contractor:	To City:	City Manager
		City of Pleasanton
		P.O. Box 520
•		Pleasanton, CA 94566

#### 10. Miscellaneous Provisions.

- a. City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of services already completed by Contractor as approved by City.
- b. Contractor acknowledges that time is of the essence regarding the performance of this Agreement.

- c. Contractor shall not assign or transfer this Agreement.
- d. If either City or Contractor waives a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.
- e. This Agreement may only be modified by a writing signed by the authorized representative of both parties.
- f. Contractor covenants that it has obtained and will keep in effect during the term of the Agreement all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the services under this Agreement.
- g. Contractor shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws.
- h. The Contractor will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.
- i. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Alameda County, California.
- j. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
  - k. This Agreement constitutes the entire understanding of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF PLEASANTON		CONTRACTOR	
	By:		
Gerry Beaudin, City Manager		Signature	
		Print name	
	Title:		

ATTEST:		
Jocelyn Kwong, City Clerk	[If Contractor is a corporation, signatures machine comply with California Corporations Code §	
APPROVED AS TO FORM:		
	By:	G'
Daniel G. Sodergren, City Attorney		Signature
		Print name
	Title:	

Rev. 5/22

#### EXHIBIT C BID RESPONSE PACKAGE

#### **Required Documentation and Submittals**

All of the specific documentation listed below is **required** to be submitted with as the Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit four (4) copies of all documentation, in the order listed below and clearly label each section with the appropriate title.

Subn	nitted k	MUST contain the following or may be subjected to disqualification:		
	1.	<u>CONTRACTOR INFORMATION:</u> Name, address, year established, former names, principals of company and professional status as applicable.		
	2.	<b>WORK EXPERIENCE:</b> Three (3) references for work or services that have been completed by your company in the last three years within the Greater Bay Area or San Joaquin Valley.		
	3.	<u>BID FORM:</u> Bids will be evaluated by the one-year total cost for all five maintenance districts outlined in this Bid Form. Refer to Exhibit A for Bid Form.		
	4.	<u>Implementation Plan:</u> The bid response shall include an implementation plan and schedule. In addition, the plan shall include a detailed schedule indicating how Bidder will ensure adherence to the timetables set forth herein for the final system and services.		
	5.	Kev Personnel: Bid responses shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to City staff and all key personnel who will provide maintena support services. For each person on the list, the following information shall be		
		a. The person's relationship with Bidder, including job title and years of employment with Bidder.		
		b. The role that the person will play in connection with the RFP.		
		c. Office Phone, Mobile phone and e-mail address.		
		d. Person's relevant experience, certifications, and/or merits.		
		e. Person's billing rate.		
	6.	<u>COVID-19 Safety Plan:</u> As part of the bid submittal each contractor will need to outline how they will handle safety precautions in relationship to entering City locations and how they will adhere to safety protocols and guidelines as outlined by the Center for Diseas Control (CDC).		
	7.	Safety Training Plan: Contractor must provide a copy of its safety training prograincludes, but are not limited to, training staff on hazardous material, Safety Data Sl safety procedures, and safe work practices. This is required before Contractor can be performing its services.	heets,	

8. <u>Disclosures:</u> Any additional information deemed necessary by your company to assist the City in the selection process including any special project provisions or specifications that the contractor brings to the bid process and actual service work. This would include a letter disclosing any potential conflict of interest your company has in providing the services outlined in this RFP. The letter needs to include any personal relationship with any Pleasanton employee or official that will preclude you from performing or bidding on the service to the City.

**IMPORTANT NOTICE**: If Bidder or other interested person is a corporation, provide legal name of corporation, state where incorporated, and names of the president and secretary thereof; if a partnership, give name of the company, also names of individuals co-partners composing company; if contractor or other interested person is an individual, give first and last names in full.

**NOTE:** If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature of the officer or officers authorized to sign contracts on behalf of the corporation; if contractor is a co-partnership, the name of the partnership shall be set forth below, together with the signatures of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if contractor is an individual, his/her signature shall be placed below.

## **CONTRACTOR INFORMATION**

(Required)

CONTRACTOR: (Firm Name)		
BUSINESS ADDRESS:		
Mailing Address:		
DIR REGISTRATION NUMBER		
SUBMITTED BY: (Name & Title)		
TELEPHONE:		
EMAIL:		
LICENSE CLASSIFICATION C27#		
Signature:	_	
		DATE:
Title:		
Signature:	_	
		DATE:
TITLE:		

I declare under penalty of perjury that I have the authority to execute this bid and that the foregoing is true and correct.

#### **WORK EXPERIENCE**

(Required)

Provide locations and contact information regarding three (3) work or services that have been completed by your company in the last three years within the Greater Bay Area or San Joaquin Valley.

	PROJECT I		
LOCATION AND FOR AGENCY PERFORMED:			
CONTACT PERSON AND PHONE NUMBER:			
YEAR PERFORMED:			
Type of work performed:			
CONTRACT AMOUNT:			
Project II			
LOCATION AND FOR AGENCY PERFORMED:			
CONTACT PERSON AND PHONE NUMBER:			
YEAR PERFORMED:			
Type of work performed:			
CONTRACT AMOUNT:			
Project III			
LOCATION AND FOR AGENCY PERFORMED:			
CONTACT PERSON AND PHONE NUMBER:			
YEAR PERFORMED:			
Type of work performed:			
CONTRACT AMOUNT:			