

CITY OF SAN LEANDRO
REQUEST FOR QUOTATION

SUBMIT BID TO: City of San Leandro Purchasing Department 835 East 14th Street San Leandro, CA 94577	FOR FURTHER INFORMATION CONTACT: Darryl Sweet, A.P.P. Purchasing Supervisor (510) 577-3377 dsweet@ci.san-leandro.ca.us
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BID NO: 04-05.022	DATE MAILED: January 4, 2004	THIS QUOTATION MUST BE DELIVERED TO THE CITY BEFORE: 3:00 p.m., Tuesday, January 25, 2005
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QTY	DESCRIPTION	UNIT PRICE	EXTENSION
	<p style="text-align: center;">FACILITY, ROADWAY, AND STREET MEDIAN ANNUAL LANDSCAPE MAINTENANCE</p> <p style="text-align: center;">Notice to Bidders</p> <p>Work to be done consists of landscape maintenance services at areas in the Description of Work Locations. Work performed shall be in accordance with the attached Landscape Maintenance Specifications and includes all labor, plants, tools, equipment, transportation, implements, insecticides, fungicides, fertilizers, disposal fees and other necessary items. Reference to said Locations and Specifications is hereby made for further particulars.</p> <p>The bidder shall complete and submit a signed copy of this Request, Bid Item Schedule, Contractor's License Provision and a List of references. One complete copy of the sealed bid containing these documents and subject to the conditions herein and in the Special Provisions and plans shall be received at the Purchasing Office, City Hall, 835 East 14th Street up to 3:00pm Tuesday, January 25, 2005 at which time they will be publicly opened and read.</p> <p>The award will be made to the lowest responsible bidder satisfactory to the City's best interests as determined by the City. The right is reserved, as the interest of the City may require, to reject any or all bids, or to waive any informality or minor irregularity in the bids. Prices bid shall include all costs including applicable taxes and permit fees.</p> <p>A class "A", "B", or "C-27" Contractor's License is required for this work. No bid will be accepted from a contractor who has not been licensed in accordance with Chapter 9, Division 3 of Business and Professional Code.</p>		See bid locations

Failure to perform work as described in the bid specifications, as determined by the City, may be cause for immediate termination of the contract by the City. Alternatively, after giving the Contractor 48 hours written notice of a condition not in compliance with these specifications, the City may have such work as necessary to bring the condition into compliance performed and deduct this expense from the amount due to the contractor. Payments shall be on a monthly basis upon receipt of an invoice and a checklist of completed work.

To insure that prospective bidders are thoroughly familiar with the general conditions, locations, and areas of work and all other requirements, a mandatory pre-bid conference is scheduled for **10:00am Tuesday, January 18, 2005**, at the City of San Leandro Public Works Service Center, 14200 Chapman Road, San Leandro. For additional information regarding specifications, please contact Mark Rodrigues, Sr. Grounds Supervisor, at (510) 577-3454.

Any bid may be withdrawn at any time prior to the time fixed for the opening of bids only by written request for the withdrawal of the bid filed with the City. The request shall be executed by the bidder or his duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after that time nor may any bid be withdrawn after the time fixed in the public notice for opening of bids.

As stated in Public Contract Code Section 5100 to 5108, inclusive (State Contract Act) concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in his bid, the bidder shall give the City written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice, in detail how the mistake occurred.

All bidders shall verify if any addendum for this project has been issued by the City of San Leandro. It is the bidder's responsibility to ensure that all requirements of contract addendum are included in the bidder's proposal. All bidders shall include a signed copy of all contract addendum with the proposal. Failure to comply with this requirement shall cause the proposal to be considered non-responsive and shall be grounds for rejection of the bid.

To bid, complete and return a copy of the Request and the other required forms sealed in the enclosed envelope. The envelope shall be marked with the project name and bid number. The bid must be received by the date and time shown in order to be considered. Please note that there is a one-day delay in mail delivery to City Hall by the U.S. Postal Service.

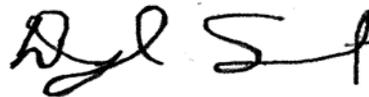
Firm _____

By:
(Signature) _____

Address _____

Date _____

Phone _____



Darryl R. Sweet, A.P.P.
Purchasing Supervisor

SPECIAL PROVISION
CONTRACTOR'S LICENSE

I hereby affirm that the firm submitting this bid is a licensed California contractor, no. _____, expiration date _____ and the license is in full force and effect. This representation is made under the penalty of perjury. Any bid not containing this information, or a bid containing information, which is subsequently proven false, shall be considered nonresponsive and shall be rejected.

Name of Bidder: _____

Acknowledgment: _____
(Sign and return with bid)

LANDSCAPE MAINTENANCE SPECIFICATIONS BID SHEET

BID ITEMS

ITEM	BID PRICE (per month)
1. Floresta Blvd. Overcrossing, and Floresta Blvd Islands	
2. Grand Ave.	
3. MacArthur Blvd.	
4. East 14th Street	
5. Springlake Drive	
6. Halcyon Drive	
7. San Leandro Blvd.	
8. Davis Street	
9. Maltester/ Polvorosa Overcrossing Landscape	
10. Oakland Border @ San Leandro Blvd.	
11. Doolittle Drive	
12. Hesperian Blvd.	
13. Floresta Blvd. Medians	
14. Fairmont Drive Median	
15. Broadmoor and Breed	
16. Marina Blvd	
17. Broadmoor and Bancroft	
18. Washington/Lewelling Medians	
19. Dutton and Breed	
20. Marina Community Center	
21. Victoria Circle	
22. Civic Center	
23. Parrott Street	
24. Dowling and Breed	
25. San Leandro Boys and Girls Club	

LANDSCAPE MAINTENANCE SPECIFICATIONS BID SHEET

Page 2

ITEM	BID PRICE (per month)
26. Fairway Drive	
27. Farnsworth Ave. / Burkhart Ave. Landscaping	.
28. Farnsworth Ave. / Manor Blvd. Landscaping	
29. West Juana at Washington Ave.	
30. Wicks Boulevard Ivy	
31. Merced / Wicks	
32. Fremont Avenue	
33. Lewelling Backage	
SUBTOTAL	
ALTERNATE BID ITEMS	
34. Buffet Fortuna	
35. Siempre Verde Memorial Wall	
36. Costco Area	
TOTAL BID	

Landscape services at areas included in attached Description of Work Locations. Work shall be performed in accordance with the attached specifications entitled Description of Work and includes all labor, plants, tools, equipment transportation, implements, insecticides, fungicides, fertilizers, disposal fees and other necessary items.

In addition to work described in the Description of Work, extra work may be negotiated.

A service agreement shall commence on February 1, 2005 and end June 30, 2005. This contract may be renewed automatically for up to two (2) one-year periods unless notice is given in writing by either party more than sixty (60) days in advance of contract termination. The amount paid by the City may be increased each July 1 (except July 1 2005) by an amount not to exceed the percentage change in the Consumer Price Index, San Francisco-Oakland Standard Metropolitan Statistical Area for the 12-month period ending April of the same year.

LANDSCAPE MAINTENANCE SPECIFICATIONS BID SHEET

Page 3

To insure that prospective bidders are thoroughly familiar with the general conditions, locations, areas of work and all other requirements, a bidder's conference is scheduled for 10:00 a.m., Tuesday, January 18, 2005 at the City of San Leandro Service Center, 14200 Chapman Road, San Leandro. Contact the Purchasing Office at 577-3376 if your firm will be represented.

The successful bidder must submit a certificate of insurance showing compliance with the attached insurance requirements. This insurance shall be maintained at all times during the course of this agreement. In addition, the successful bidder shall have the proper City of San Leandro business license and all other applicable licenses and permits. In addition, the successful bidder shall be required to sign a Hold Harmless agreement (sample).

Failure to perform work as described in the bid specifications, as determined by the City, may be cause for immediate termination of the contract by the City. Alternatively, after giving the Contractor 48 hours' written notice of a condition not in compliance with these specifications, the City may have such work as necessary to bring the condition into compliance performed and deduct this expense from any amount due to the contractor. Payments shall be on a monthly basis upon receipt of an invoice and a check list of completed work.

List any and all annual landscape maintenance contracts exceeding \$25,000 performed by your firm beginning in 1999 (use separate sheet if necessary):

<u>Company/Government</u>	<u>Contract Period</u>	<u>Annual Amount</u>	<u>Contact/ Telephone</u>
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1.

2.

3.

Bidders are to bid on the detailed items on attached sheet. One contract will be awarded to lowest responsible total bid for monthly maintenance items.

The award will be made to the lowest responsible bidder to the best interests of the City, as determined by the Purchasing Office. Acceptance of completed work shall be determined by the Public Works Services Department.

The City reserves the right to accept or reject any or all bids or any part thereof.

LANDSCAPE MAINTENANCE SPECIFICATIONS

DESCRIPTION OF WORK LOCATIONS

1. Floresta Blvd. Overcrossing, and Floresta Blvd - from Monterey Blvd. to Corvallis St. Include: Both hillsides down to private property fence lines, two triangular landscaped islands (one on each side of overcrossing), concrete center divider on east side of overcrossing, sidewalk area on south side of overcrossing. Contractor is not responsible for irrigation.
2. Grand Ave., from Grand Ave., to private property fence line of houses on Evergreen Ave. 1902 - 1988 Evergreen, include Evergreen Ave. walkway adjacent to 1962 through to Grand Ave. Area goes from Sybil Ave. to PG&E right of way. No irrigation.
3. MacArthur Blvd., east side of street along freeway wall from northbound 580 Estudillo Ave. exit to Dowling Blvd
4. East 14th Street, medians from Bristol to Broadmoor, including walkways but excluding structures. No contractor responsibility for Arch.
5. Springlake Dr. - Northside, west from flood control canal to end of wall 75 feet west of Peninsula St. ; South side, west from flood control canal to Washington Ave., continuing south on Washington Ave. 100 feet.; median: Hesperian Blvd. to Washington Ave
6. Halcyon Dr., between Washington Ave. and Hesperian Blvd., areas with walk on both the north and south side of street and the median. Includes linear planting strip on north side between Dillo and Washington, landscaping on northside between railroad tracks and Dillo, and island on south side at Adason.
7. San Leandro Blvd., backage area planted between private property fence line and sidewalk on south side beginning at Rose Dr. and continuing east to end of fence line approximately 200 feet west of East 14th St., area under BART (no irrigation), west side from Thornton St. to driveway approximately 200 feet south of Hudson Ln.; median and tree pits from San Leandro Creek to Davis Street;, medians including: all concrete and Bomanite islands at intersection of San Leandro Blvd. and Williams St.; all concrete and Bomanite islands at intersection of San Leandro Blvd. and Castro St.; all concrete and Bomanite islands at intersection of San Leandro Blvd. and Marina Blvd.; all concrete and Bomanite islands at intersection of San Leandro Blvd. and Hudson Ln.; all concrete and Bomanite islands at intersection of San Leandro Blvd. and Washington Ave. Contractor shall not be responsible for keeping ivy off railroad tracks.
8. Davis St., median and both sides of street from East 14th Street to Warden Avenue To include sidewalk and concrete median at 880 overcrossing.

9. Maltester/Polvorosa railroad overcrossing on Davis Street - includes planted island and concrete areas on north side of overcrossing, and area along fence under overpass.
10. Oakland Border at San Leandro Boulevard – Shrubbery on west side along tracks from the Oakland / San Leandro border south to the Oscar Body Shop.
11. Doolittle Dr. - median from West Ave. 135th to Flood Control canal. No irrigation.
12. Hesperian-Blvd. - medians from Springlake Dr. to Grace St.
13. Floresta-Blvd. - median from Washington Ave. to Del Monte Way.
14. Fairmont Dr.- median from East 14th St. to Hesperian Blvd.
15. Broadmoor and Breed – Two medians; one on the north side and one on the south side of the intersection.
16. Marina Blvd. - median from 880 to San Leandro Boulevard., tree pits with irrigation from Alvarado to 880, includes tree pits on Alvarado.
17. Broadmoor and Bancroft – Median at southwest corner.
18. Washington/Lewelling medians from 880 on Washington to 880 on Lewelling
19. Dutton and Breed – Median at the northwest corner. (Across from the front of Washington School)
20. Marina Community Center - at 15301 Wicks Blvd; all exterior landscaping and paved areas
21. Victoria Circle - landscaping and paving on both sides of Bancroft Ave.
22. Civic Center - all turf and paved areas between Root Park and Peralta Ave, between East 14th and Lafayette, includes parking lot and landscaping at southeast corner of Lafayette and California (Note these areas are cleanup, mowing, and turf edging only. Must be done on Monday each week, cleanup second time each week on Thursday)
23. Parrott Street - landscaping on both sides of street between East 14th Street and Washington Avenue.
24. Dowling and Breed – Three medians: (2 large, 1 small) at such intersection across from the Breed side of school.

25. San Leandro Boys and Girls Club - Marina and San Leandro Boulevards, all exterior grounds maintenance.
26. Fairway Drive – median landscaping on Fairway Drive from Doolittle to Aurora.
27. Farnsworth Avenue / Burkhart Avenue Landscaping- landscaping on northeast corner of intersection
28. Farnsworth Avenue / Manor Boulevard Landscaping – New landscaping on all corners of intersection.
29. West Juana at Washington Avenue – Two medians, southwest and northeast corners.
30. Wicks Boulevard Ivy – Ivy and shrubbery on eastside of Wicks Boulevard, from Stenzel Park parking lot south to Lewelling Boulevard.
31. Merced / Wicks – (3 areas) 1.) Island with the Bonaire Sign; 2.) Corner lot at Merced / Wicks next to 14251 Merced Street, 3.) Center median on Wicks Boulevard across from corner lot.
32. Fremont Avenue – The westside of Fremont Avenue from Floresta Boulevard to the end of Bally's parking lot (where white soundwall starts). And north end of the guardrail across from AMS, north around turn, to Alvarado (southside) of Fremont.
33. Lewelling Backage – Wicks Boulevard to Washington Avenue - both sides of Street. All over-hanging plant growth.

Alternate Bid Item Locations:

34. Buffet Fortuna – Patio area along southside of restaurant from East 14th Street to Washington Avenue.
35. Siempre Verde Memorial Wall – Area outside of park on westside which includes the Veteran's Memorial Wall.
36. Costco Area – Landscaping on northwest corner, Warden Avenue at Davis Street. Includes turf area from Warden Avenue west, approximately 75 feet.

LANDSCAPE MAINTENANCE SPECIFICATIONS

General Instructions

1. Work Schedule - Contractor is to provide City with a weekly work schedule describing when work is to be done at each location.
2. Clippings, cuttings, trash and debris shall be removed each time work is performed at locations or at least three times per week. Debris and trash are to be removed from Davis Street five times each week.
3. The City of San Leandro, through a designated representative shall make inspections on a weekly basis, or as often as necessary to insure that complete and continuous maintenance is fulfilled. In addition, the City may obtain the services of an approved horticultural specialist to inspect plantings and make recommendations for improvements in the maintenance program.
4. The Contractor shall provide sufficient 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. All contract employees are to adhere to basic public works standards for working attire including; uniform shirts with Contractor's name or logo clearly visible at all times when working at all locations, proper shoes and other gear required by State Safety Regulations. Shirts are to be maintained in a neat and presentable condition.
5. All contractor vehicles are to have a readable sign with Contractor's name or logo and telephone number. Trucks are to be kept in a clean and presentable condition.
6. New and unforeseen work will be classed as extra work when determined by the City that such work is not covered by these specifications.

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 agreed to between the Contractor and the City.

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. Payment for extra work performed shall be as agreed to by the Contractor and the City and as bid. Compensation for material will not exceed Contractor cost plus 10%. Contractor must provide invoice copies to be compensated for material and must provide employee timesheets in order to be compensated for labor at the extra work rate.

7. Compliance with Law - 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.
8. Familiarity with work - Contractor is responsible for (a) having thoroughly investigated and considered the scope of services to be performed, (b) carefully considering how the services should be performed, and (c) 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.
9. Payment - In any month that Contractor wishes to receive payment, Contractor shall submit an invoice for services rendered prior to the month of invoice. Invoices received by the tenth of the month shall be paid by the end of the month.
10. Retention of funds - The City may deduct from any amount payable to Contractor (a) any amounts the payment of which may be in dispute, (b) any amounts necessary to compensate the City for any losses, costs, liabilities, or damages suffered by the City, and (c) 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.
11. 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.

12. If in the opinion of the City there are repeated and/or frequent Contractor deficiencies, the contract may be terminated.
13. Reduction in scope – The City reserves the right to reduce the scope of work up to 50% of the total monthly bid. Should any reduction be necessary the contractor shall receive thirty (30) day notice. The remaining areas of contractor responsibility shall be paid at the rate bid by the contractor for those items. Any reduction in excess of 50% of total monthly bid shall be made with sixty (60) day notice. For reductions in excess of 50%, Contractor shall have the option to either accept the remaining items at their bid rate or to terminate the agreement. Notice of termination by Contractor under these circumstances shall be given to the City in writing at least forty-five (45) days before agreement termination.
14. Contractor shall respond to all emergencies within two (2) hours of notification.
15. Contractor shall designate one person as the representative of Contractor authorized to act on its behalf with respect to this specified work.
16. The Contractor shall submit a written report each month stating all Contract work completed. The report shall show the work completed during each week contract work was accomplished, and shall be submitted with and cover the same work as the Contractor's billing statement for the previous month's work. The report shall include documentation of irrigation checks and chemical applications.

The contractor shall also submit weekly inspection reports signed by the Contractor's representative which shows that all areas have been inspected that week, which areas are out of conformance with these specifications and the Contractor's plans for bringing the areas into specification conformance.
17. 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.

18. Specification Interpretation - Should any misunderstanding arise, the City will interpret the Specifications.

Turf Maintenance

Turf shall be maintained in a healthy, superior condition with a crisp, clean appearance.

Turf shall be mowed a minimum of once per each week during the growing season (July through November and March through June). Civic Center turf must be mowed on Mondays. More frequent mowing shall be required if general turf growth exceeds one half again the specified mowing height between cuts. During the winter season (December through February) turf (except at Civic Center) shall be mowed a minimum of once every two weeks providing that the turf and underlying soil are not so wet that excessive compaction and/or destruction of turf from mowers will occur. Civic Center turf is to be mowed every week. At no time shall more than 1/3 of the height be removed at any mowing.

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. Grass cuttings which clump or windrow shall be removed immediately.

All turf areas shall be cleanly edged to the inside (turfside) edge of the concrete median curbs. All turf growing along public sidewalks and walkways shall be edged to maintain a crisp, clean edge along all such structures. Grass shall also be kept from overgrowing sprinkler heads. Edging shall also include trimming grass around trees, poles, utilities, and any other concrete pads within or immediately adjacent to the turf areas. Edging shall be done once per month during the months of July through October and May through June and once every two months during the months of November through April. Civic Center turf is to be edged every two weeks year round. Edging shall be done by the use of power edgers or by hand. Soil sterilants or other herbicides shall not be used for edging.

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 by the Contractor at his expense. Prior to mowing, the contractor shall insure that the mower is clean so that no roots, stolons, seeds or crowns of foreign grasses are introduced.

Weed control shall be practiced in all turf areas. A minimum program would include the following applications. In January an approved pre-emergent herbicide for control of crabgrass, annual blue grass, and other spring germinating weeds shall be applied. If the first application of pre-emergent herbicide is ineffective a second application shall be made in accordance with herbicide manufacturer's specifications. In July, a selective broadleaf herbicide shall be applied for broadleaf weed control.

Level of weed control shall be at least adequate to eliminate all visible broadleaf weeds. Those weeds which are still visible after the late winter and early summer herbicide applications shall be eliminated by further approved herbicide applications or by hand-weeding at the expense of the Contractor. Any weeds which are removed by hand shall be removed in a manner which leaves the ground surface level and saves the existing turf in place. Such weeds shall be disposed of properly.

All litter and debris in turf areas shall be picked up and disposed of properly. Litter and debris shall not be allowed to accumulate but shall be picked up and disposed of a minimum of once per week. The Contractor shall accomplish such litter and debris pickup prior to mowing to avoid shredding and dispersal of these materials.

All turf areas shall be fertilized a minimum of three times per year, or as necessary to keep turf in a healthy, green condition and showing no lack of resiliency. Fertilize turf in the fall and spring with a complete fertilizer and in summer with a slow release, high nitrogen fertilizer. Chemical composition shall be approved by the City prior to application.

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.

Insects, pests and diseases shall be controlled as necessary by approved chemical pesticides or approved alternate methods.

All turf areas shall be irrigated as necessary to maintain turf in a green, healthy, uniform growth pattern. Irrigation sprinkler heads shall be kept in adjustment for uniform irrigation. At no time shall "doughnut" patterning of dry spots become evident. The irrigation controller shall be set so that with each water application an adequate amount of water is supplied to the root zone of the grass to ensure that soil moisture does not go down to the wilting point of the turfgrass.

Shrubs

Shrubs shall be pruned as necessary to encourage healthy, natural growth patterns for each specific variety. Pruning shall include thinning, shaping, and removing dead or diseased branches. 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" as measured from the street level.

All shrubs shall be pruned back to clear all roadways, curbs, gutters and sidewalks. Shrubs shall not block signs, utilities, utility meters or any other facilities located within the work areas. Shrubs shall not block access to controllers or electric valves and shall be pruned so as to minimize blockage of irrigation head spray patterns.

Shrubs shall be fertilized a minimum of twice per year, once in October and once in April, with a complete fertilizer. Shrub fertilizer shall be of a formulation to keep shrubs in a vigorous and healthy condition.

Trees

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. Staking shall remain in place until trees are fully capable of self support. Stakes and ties shall remain on tree roses at all times. Trees which have low hanging, diseased, dead or broken branches shall be trimmed 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. Branches overhanging traffic lanes shall be kept side trimmed to face of curb line and to a height of 12 foot. Branches overhanging pedestrian routes shall be kept trimmed to a height of 8 foot above walkway level.

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. No excessive pruning or stubbing back will be allowed. Sucker growth originating at the crown or below shall be removed. Trees encroaching into backyards of private property from work areas shall be side trimmed to fence line to a height of 12 foot.

Trees shall be fertilized a minimum of twice per year, once in October and once in April, with a complete fertilizer formulated for use on trees. The fertilizer shall be injected into the soil or spread in the watering basin.

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. Any time personal property of a motorist or pedestrian is damaged due to falling trees or limbs, the Contractor shall notify the City Police Dept. immediately. Any small branches which fall or are blown from median plantings, causing no damage, shall be removed and disposed of by the Contractor.

Groundcovers

Groundcovers such as ivy, ice plant, etc., shall be kept trimmed behind top of curb lines at all times, kept off of 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. Ivy shall also be trimmed off of BART towers to the height of the surrounding ground cover. Ivy falling from walls is the Contractor's responsibility.

In addition to maintenance described elsewhere in these specifications, ivy on Springlake Drive 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. All ivy shall be trimmed to a crisp, clean appearance.

Agapanthas (Lily-of-the-Nile), where planted en masse, shall be treated as a groundcover. Maintenance shall include removing all spent flowers immediately following the flowering season.

Watering

Water is available from the City's automatic and manual irrigation systems at 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 due to Contractor's failure to monitor irrigation system malfunctions or unwarranted increases in the frequency of irrigation.

Automatic controllers shall be programmed for watering prior to 7:00 A.M. or after 10:00 P.M. Automatic controllers' programs shall be adjusted to compensate for changes in the weather and site conditions. Excessive run-off of water shall be avoided. Water shall not be allowed to pond or create a water-logged soil condition. Wasting of water or use of City furnished water for means other than those directly related to maintenance of this project shall be prohibited.

Precautions shall be taken to prevent water from wetting pedestrians, vehicles and pavement. Any soil washed onto pavement shall be cleaned up and any eroded areas shall be filled in by the Contractor at his expense.

Irrigation System Maintenance

The Contractor shall be responsible for general maintenance of the irrigation system including piping, wiring, spray heads, electric valves, and automatic controllers. All irrigation parts and materials which are damaged or broken shall be repaired or replaced by the Contractor at his own expense.

The irrigation system shall be inspected by the Contractor on a weekly basis during the irrigation period. It is the Contractor's responsibility to insure that the system is operating correctly and that there is adequate coverage. All spray heads shall be kept cleaned and adjusted to maximize coverage and minimize overspray onto the roadway. Adjustments shall include raising or lowering spray heads to avoid obstructions to the flow of water, and shall be done at the Contractor's expense.

All electric valves shall be kept flushed clean of sediment and debris and shall be maintained in proper working order. Valves shall be kept well adjusted to insure efficient operation of the irrigation system. The Contractor shall also keep the controllers clean and free of insects and dust, and shall make any necessary repairs or replacements.

No modifications may be made to the existing automatic irrigation system without express approval of the City. 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.

In the event of a drought condition, the City shall have the authority to modify the watering requirements described in these specifications.

Weed-Control

All areas within the work sites are to be kept free of weeds and volunteer tree growth. This includes but is not limited to all bare dirt areas and any weed growth within ground cover and shrub plantings. Pedestrian walkways, medians and other paved areas are to be kept weed-free at all times; this includes the area that extends two feet from face of curb into the street area.

Volunteer tree growth shall be removed by the Contractor as part of this contract.

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.

All chemical applications are to be made with Contractor furnished Written Recommendations. Contractor is to supply City with copy of Recommendations

All pesticide materials shall be of the highest quality and brought to the work site in the original manufacturer's containers, clearly labeled with the guaranteed analysis. Spray containers and equipment shall not be emptied or cleaned out at the site. Spray materials shall be non-staining.

Disease/Insect Control

All landscaped areas shall be maintained free of disease and harmful insects without compensation beyond the base bid.

Litter and Leaves

Litter, trash, leaves, and other debris shall be removed from the work sites three times per week or more often as needed to maintain a neat and clean appearance. Davis Street shall be picked up five times per week. All paved areas at the Civic Center are to be cleaned each Monday and Thursday by power blowers, vacuums or brooms. Green waste needs to be properly disposed of, and litter that is recyclable must be recycled.

Sweeping Parking Lots (Boys and Girls Club only)

Parking lots at the Boys and Girls Club are to be swept with an approved mechanical sweeper or manually to a level comparable to that provided by a mechanical sweeper.

Disposal Fees

All excess material shall become the property of the Contractor to be legally disposed of as he sees fit. Full compensation for compliance with this section shall be considered included in the contract prices and no separate compensation will be made therefor.

Traffic Control

Traffic control including the use of cones, barricades, advance warning signs, flagmen, etc., shall comply with the standards of the State of California Department of Transportation.

Construction signs, lights, barricades, etc. shall conform to the latest revision of the Manual of Warning Signs, Lights and Devices For Use In Performance of Work Upon Highways, by the California Department of Transportation.

Flashing arrow boards, which are solar powered and battery operated, are required for lane closures on any street contained in the following list.

150th Avenue, Davis Street, Doolittle Drive, East 14th Street, Fairmont Drive, Fairway Drive, Floresta Boulevard, Halcyon Drive, Hesperian Boulevard, Lewelling Boulevard, MacArthur Boulevard, Marina Boulevard, San Leandro Boulevard, Washington Avenue, and Wicks Boulevard.

All barricades shall have operating warning lights. Barricades shall be placed twenty (20) feet center to center maximum.

Traffic lanes shall be kept open at all times 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 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.

The Contractor shall conduct maintenance operations so as to offer the least possible obstruction to the public and to abutting property owners.

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, he shall, at his own expense and 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 his 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.

If a hazardous condition is observed and the City notifies the Contractor either directly or by telephone, the Contractor shall correct the condition immediately. 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.

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.

The Contractor shall adhere to all Cal-OSHA and Department of Transportation standards and requirements and take all necessary safety precautions to insure that maintenance work does not endanger the health and safety of the public or cause hazards to the safety of landscape maintenance employees.

Full compliance with this section shall be considered as included in the contract price paid and no separate payment will be made therefor.

Public Safety

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.

Whenever the Contractor's operations create a condition hazardous to the traffic or to the public, he shall, at his expense and without cost to the City, furnish, erect and maintain such fences, temporary

railing, barricades, lights, signs and take other protective measures as are necessary to prevent accidents, damage or injury to the public.

Pedestrian travel shall be maintained at all times 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 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 6 feet.

Material

The Contractor shall supply all new and replacement material for all new construction or replacements necessary as per City Standard Construction Drawings. All replacements, whether due to disease, pest infestation, vandalism, accident or Contractor negligence shall be Contractor responsibility and considered part of the bid item without separate payment made therefor.

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.

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.

Extra Work

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.