#### **CONTRACT FOR SERVICES**

	THIS	CON	ΓRACT	is en	tered into	this	_day of			_ 201	9, be	tween the
CITY	OF	STOC	KTON,	а	municipal	corp	oration	("Cl	ΤΥ"),	and	AL	<b>FRESCO</b>
<b>LAND</b>	SCAF	PING, I	I <b>NC</b> . a	STA	TE OF CA	ALIFC	RNIA C	ORP	ORAT	ION, v	with a	business
addres	ss at	1761	SHEL	TON	DRIVE,	HOLI	LISTER	, CA	9502	3 he	reinaf	ter called
"CON	TRAC	TOR."	THIS	S CC	NTRACT	is f	or the	STR	EETS	CAPE	LAN	IDSCAPE
MAIN'	TENA	NCE (	PROJE	CT N	O. OM-19	<b>-010)</b> ,	hereina	ıfter re	ferred	to as	"SER	VICE".

#### **RECITALS**

- A. CONTRACTOR represents that it is licensed in the State of California and is qualified, willing and able to provide the services proposed in the SCOPE OF WORK section of this Contract.
- B. CONTRACTOR represents that it is registered pursuant to Labor Code Section 1725.5 and will register annually with the Department of Industrial Relations, if the services have a wage determination for the services outlined in the SCOPE OF WORK section of this Contract.
- C. CONTRACTOR represents that it will pay all required prevailing wages under California Labor Code for all services provided that have a wage determination.
- D. CITY finds it necessary and advisable to use the services of the CONTRACTOR for the purposes provided in this Contract.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions in this Contract, CITY and CONTRACTOR agree as follows:

- 1. <u>SCOPE OF SERVICES.</u> Subject to the terms and conditions set forth in this Contract, CONTRACTOR shall undertake and complete the services described in **Exhibit A**. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A and compatible with the standards of the profession. CONTRACTOR agrees that it shall provide fully complete services including all labor, materials, tools, equipment and insurance required and that are acceptable to the CITY.
- **COMPENSATION.** CITY shall pay CONTRACTOR for services outlined in **Exhibit A** according to the fee not to exceed the schedule detailed in **Exhibit B**, which is attached to this Contract and incorporated by this reference. CONTRACTOR agrees this fee is for full remuneration for performing all services and furnishing all staffing, materials and tools called for in the scope of services. The payments shall be made on a monthly basis upon receipt and approval of CONTRACTOR'S invoice for completed work. Total compensation for services and reimbursement for costs shall not exceed **\$5,739,375.00** or as otherwise mutually agreed to in a Contract Change Order.

Pursuant to Section 22300 of the Public Contract Code, CONTRACTOR will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the CITY to ensure performance under the contract. Said securities will be deposited either with the CITY or with a State or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit. CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

- a. Invoices submitted by CONTRACTOR to CITY must contain a brief description of work performed, location of work, time used, materials and special equipment and City project number. Payment shall be made within thirty (30) days of approval of invoice by City.
- b. Upon completion of work and acceptance by CITY, CONTRACTOR shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by CITY upon receiving a written request thirty (30) days in advance of said time limitation. CITY shall have no obligation or liability to pay any invoice for work performed which CONTRACTOR fails or neglects to submit within sixty (60) days, or any extension thereof granted by the CITY, after work is accepted by CITY.
- **3. INSURANCE.** During the term of this Contract, CONTRACTOR shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached **Exhibit C** (Insurance Requirements and Forms) which is attached to this contract and incorporated by this reference, and shall otherwise comply with the other provisions of Exhibit C (Insurance Requirements and Forms). Maintenance of proper insurance coverage is a material element of this contract and that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

CONTRACTOR shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this contract, the policies of insurance specified in Exhibit C, which is attached to this contract and incorporated by this reference, and as provided in the "contract documents" including Section 7-1.06 of the City of Stockton Standard Specifications and Plans as adopted on September 27, 2016, by Council Resolution No. 2016-09-27-1213, effective September 27, 2016.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

The Additional Insured coverage under the CONTRACTOR's policy shall be "primary and

non-contributory" and will not seek contribution from the City of Stockton's insurance or self-insurance and shall be at least as broad as ISO CG 20 01 04 13.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Stockton (if agreed to in a written contract or agreement) before the City of Stockton's own insurance or self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the CITY's Risk Management for approval and shall not reduce the limits of liability. Payment Bond in the amount of the self-insured retention (SIR) may be required.

Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the CITY.

The CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

CONTRACTOR shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONTRACTOR.

CONTRACTOR agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by CONTRACTOR agree to be bound to CONTRACTOR and the CITY in the same manner and to the same extent as CONTRACTOR is bound to the CITY under the Contract Documents. CONTRACTOR further agrees to include these same provisions with any subcontractor regardless of tier. A copy of the CITY Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The CONTRACTOR shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and contractor will provide proof of compliance to the CITY.

4. <u>INDEMNITY AND HOLD HARMLESS.</u> With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, CONTRACTOR shall indemnify, protect, defend with counsel approved by CITY and at CONTRACTOR'S sole cost and expense, and hold harmless CITY, its Mayor, Council, officials, representatives, agents, employees, and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices,

damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, State, or municipal law or ordinance, or City Policy, by CONTRACTOR or CONTRACTOR'S officers, agents, employees, volunteers or subcontractors. CONTRACTOR shall not be obligated to indemnify or defend CITY for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the CITY. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of CONTRACTOR to CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by CONTRACTOR under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With exception that this section shall in no event be construed to require indemnification, including the duty to defend, by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, the parties agree that CONTRACTOR'S duty to defend CITY is immediate and arises upon the filing of any claim against the CITY for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by CONTRACTOR or agents, employees, volunteers or subcontractors. CONTRACTOR'S officers. CONTRACTOR'S duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITYS liability, breach of this Agreement, or other obligation or fault has been determined. CONTRACTOR shall be immediately obligated to pay for CITY'S defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert consultant and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the CITY, CITY will then reimburse CONTRACTOR for amounts paid in excess of CONTRACTOR'S proportionate share of responsibility for the damages within 30 days after CONTRACTOR provides CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures CONTRACTOR is not obligated to defend or indemnify CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless CITY, its Mayor, Council, officials, representatives, agents employees and volunteers from and against all claims, losses, expenses, and costs including, but not limited to attorneys' fees, arising out of any claim brought against the CITY by an employee, office, agent, or volunteer of

CONTRACTOR, regardless of whether such claim may be covered by any applicable workers compensation insurance. CONTRACTOR'S indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability acts, or other employee benefit acts.

CONTRACTOR'S obligation to defend, indemnify, and hold the CITY, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Contract for CONTRACTOR to procure and maintain a policy of insurance.

CONTRACTOR/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

If any section, subsection, sentence, clause or phrase of this indemnification is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this indemnification.

- 5. SCHEDULE AND TERM. CONTRACTOR shall perform the scope of work as described in Exhibit A according to the schedule detailed in Exhibit B, which is attached to this Contract and incorporated by this reference. This contract shall commence on the date written above and shall expire on JUNE 30, 2022, unless extended by mutual agreement through the issuance of a Contract Change Order. This contract provides for two (2), one (1) year extensions at the same rates and terms as outlined in Exhibit A and Exhibit B.
- **6. CONFORMANCE TO APPLICABLE LAWS.** CONTRACTOR shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances.

#### a. TITLE VI

Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d) http://www.dol.gov/oasam/regs/statutes/titlevi.htm.

The City of Stockton requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

# b. <u>DISCRIMINATION AND HARASSMENT POLICY</u>

The City of Stockton has a Discrimination and Harassment Policy (**Exhibit D**). The purpose of this policy is to reaffirm the CITY's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination

and harassment, including sexual harassment in the workplace, to define the types of behavior and conduct prohibited by this policy, and to set forth a procedure for reporting, investigating, and resolving complaints of discrimination and harassment in the workplace.

# c. <u>LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE</u>

The bidder shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code shall be considered part of the contract agreement. http:///www.leginfo.ca.gov/cgibin/displaycode?section=lab&group=01001-02000&file=1770-1784.

#### d. PREVAILING WAGE

CONTRACTOR and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. CONTRACTOR performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each subcontractor's responsibility to ensure that the prevailing wage rates of concern is current and paid to the employee.

- i. The CONTRACTOR performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at http://www.dir.ca.gov/OPRL/pwd/Determinations/Northern/Northern.pd f. The CONTRACTOR shall be responsible for posting said wage rates at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work.
- ii. Should the CONTRACTOR choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the CONTRACTOR shall reimburse the CITY the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the CITY, reimbursement will not be required. To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California. To forfeit as a penalty to CITY the sum of TWENTY FIVE AND NO/100 DOLLARS (\$25.00) for

each laborer, worker, or mechanic employed by CONTRACTOR, or by any subcontractor under CONTRACTOR, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California. That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.

- iii. The CONTRACTOR to whom the contract is awarded shall insure that the prime and each subcontractor will in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Public Works Department, Attention Contract Compliance Officer. It shall be the CONTRACTOR'S responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.
- iv. The CONTRACTOR shall comply with the provisions established in Section 1777.5 of the Labor Code concerning the 1) certified approval by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administer and conduct apprenticeship programs, if applicable to the job.

#### e. LOCAL EMPLOYMENT ORDINANCE

Pursuant to Stockton Municipal Code Section 3.68.095 the CONTRACTOR and all subcontractors shall make a good faith effort to employ at least 50 percent of the workforce on this project from local residents, as measured by total labor work hours. Failure of any CONTRACTOR or subcontractor to comply with these requirements shall be deemed a material breach of the contract or subcontract. CONTRACTORS and subcontractors shall maintain records necessary for monitoring their compliance with section 3.68.095.

7. <u>CHANGE ORDERS.</u> CITY reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work, as may be deemed by the Project Manager to be necessary or advisable and to require such extra work as may be determined by the Project Manager to be required for the proper completion of the whole work contemplated.

|| || Any such changes will be set forth in a contract change order which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the City Manager and/or the City Council.

- **8.** RIGHTS AND DUTIES OF CITY. CITY shall make available to CONTRACTOR all data and information in the possession of CITY which both parties deem necessary to complete the work, and CITY shall actively aid and assist CONTRACTOR in obtaining such information as may be deemed necessary from other agencies and individuals.
- 9. OBLIGATIONS OF CONTRACTOR. Throughout the term of this Contract, CONTRACTOR represents and warrants that it has or will have at the time this Contract is executed, all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required for the CONTRACTOR to practice its professions, and CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Contract all such licenses, permits, qualifications, insurance, and approvals CONTRACTOR shall meet with the Public Works Director or other personnel of CITY or third parties as necessary on all matters connected with the carrying out of CONTRACTOR'S services. Such meetings shall be held at the request of either party hereto. CONTRACTOR further warrants that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.
- 10. <u>TERMINATION.</u> This Agreement is effective on the Effective Date. The City may terminate this Contract and work pursuant to any of all scope of works at any time by mailing a notice in writing to Contractor. The Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of work actually completed at the time the notice of termination is received.
- 11. CONTRACTOR STATUS. In performing the obligations set forth in this Contract, CONTRACTOR shall have the status of an independent contractor and CONTRACTOR shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of CONTRACTOR are its agents and employees, and are not agents of the CITY. Subcontractors shall not be recognized as having any direct or contractual relationship with the CITY. The persons engaged in the work, including employees of subcontractors and suppliers, will be considered employees of CONTRACTOR. The CONTRACTOR shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Contract. The CONTRACTOR is responsible to the CITY for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.
  - a. If in the performance of this Contract any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the

direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by CONTRACTOR.

- i. It is further understood and agreed that CONTRACTOR must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONTRACTOR'S personnel.
- ii. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against the CITY based upon any contention by any third party that employer-employee relationship exists by reason of this Contract.
- **12. ASSIGNMENT.** CONTRACTOR shall not assign, sublet, or transfer this Contract or any interest or obligation in the Contract without the prior written consent of the CITY, and then only upon such terms and conditions as CITY may set forth in writing. CONTRACTOR shall be solely responsible for reimbursing subcontractors.
- **13.** <u>HEADINGS NOT CONTROLLING.</u> Headings used in the Contract are for reference purposes only and shall not be considered in construing this Contract.
- **14. NOTICES.** Any and all notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To CONTRACTOR: Al Fresco To City: Public Works Director

Landscaping, Inc. City of Stockton

1761 Shelton Drive 22 E. Weber Ave., Rm. 301

Hollister, CA 95023 Stockton, CA 95202

- **15. LICENSES, CERTIFICATIONS, AND PERMITS.** Prior to the CITY'S execution of this Contract and prior to the CONTRACTOR engaging in any operation or activity set forth in this Contract, CONTRACTOR shall obtain a City of Stockton business license, which must be kept in effect during the term of this Contract. CONTRACTOR covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Contract.
- **16. RECORDS AND AUDITS.** CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Contract. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONTRACTOR agrees that CITY or its delegate shall have the right to review, obtain, and copy all records pertaining to performance of the Contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested, and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal

business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purposes of determining compliance with this Contract. CONTRACTOR agrees to maintain such records for a period of three years from the date that final payment is made.

- **17. CONFIDENTIALITY.** CONTRACTOR shall exercise reasonable precautions to prevent the unauthorized disclosure and use of CITY'S reports, information, or conclusions.
- 18. CONFLICTS OF INTEREST. CONTRACTOR covenants that other than this Contract, CONTRACTOR has no financial interest with any official, employee, or other representative of the CITY. CONTRACTOR and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner or degree by the performance of CONTRACTOR'S services under this Contract. If such an interest arises, CONTRACTOR will immediately notify CITY.
- **19. WAIVER.** In the event either CITY or CONTRACTOR at any time waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or of any other covenant, condition, or obligation.
- **20. GOVERNING LAW.** California law shall govern any legal action pursuant to this Contract with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Eastern District, Sacramento Division.
- **21. DISPUTE RESOLUTION**. Prior to undertaking any litigation, the Parties shall make reasonable efforts to resolve all disputes informally, including by means of a conference between senior managers of each Party having authority to resolve the dispute.
  - 1. Venue
    Any controversy or claim between the Parties shall be determined with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Eastern District, Sacramento Division.
  - 2. If any litigation action or proceeding is commenced in connection with this Agreement, the prevailing Party, as determined by the court, shall be entitled to reasonable attorneys' fees (including allocated costs for inhouse legal services), costs and necessary disbursements incurred in such action or proceeding.
- **22. NO PERSONAL LIABILITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY or for any amount due CONTRACTOR.

- 23. INTEGRATION AND MODIFICATION. The response by CONTRACTOR to the Request for Proposals or Qualifications and the Request for Proposals or Qualifications on file with the CITY are hereby incorporated herein by reference to the extent that such documents do not differ from the provisions and terms of this Contract that shall supersede such response to Request for Proposals or Qualifications. This Contract represents the entire integrated agreement between CONTRACTOR and CITY, supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and may be amended only by written instrument signed by CONTRACTOR and CITY. All exhibits and this contract are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Contract and the attached exhibits, the terms of this Contract will prevail.
- 24. <u>SEVERABILITY.</u> The provisions of this Contract are severable to the extent that should any of its provisions or terms be declared void in whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.
- **25.** THIRD PARTY RIGHTS. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than CITY and CONTRACTOR.
- **26. AUTHORITY.** The undersigned hereby represent and warrant that they are authorized by the parties to execute this Contract.

IN WITNESS WHEREOF: the parties have executed this Contract the day and year first hereinabove written.

CITY	OF STOCKTON	AL FRESCO	LANDSCAPING, INC.
Ву:	KURT O. WILSON CITY MANAGER	ву:	Signature
ATTE	ST:	Print I	alle Del Carlo
Ву:	CHRISTIAN CLEGG DEPUTY CITY MANAGER/INTERIM CI	Title: TY CLERK	12/28/18
APPR	OVED AS TO FORM:		
Ву:	DEPUTY CITY ATTORNEY		

Streetscape Landscape Maintenance – OM-19-010 December 10, 2018



# PUBLIC WORKS DEPARTMENT

SPECIAL PROVISIONS

**FOR** 

# STREETSCAPE LANDSCAPE MAINTENANCE PROJECT OM 19-010

Mandatory Pre-Bid Meeting: November 7, 2018 at 9 a.m., Municipal Service Center, 1465 South Lincoln, Stockton, CA

Bid Opens: Thursday, November 29, 2018, 2 p.m., City Hall, Council Chambers

CONTRACTOR MUST HAVE A CLASS "C-27" LICENSE

FOR INFORMATION REGARDING THIS PROJECT CALL Project Manager Susan Christy at (209) 937-8372 or email susan.christy@stocktonca.gov

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The City of Stockton desires to procure the services of a licensed landscape contractor to provide streetscape landscape maintenance, weed control and tree services for areas such as street medians, areas between curb and fence, tree wells, and open space areas. This project also includes landscape maintenance at the main Stockton police facility, five libraries and several parking lots that lie east and west of Pacific Avenue in the Miracle Mile area. There will be one base bid with bid alternates for different levels of service. One bid item will be for full landscape maintenance for street, median and open space areas in maintenance assessment districts. These areas are generally in subdivisions. The second bid item will be for full landscape maintenance on streetscapes and open spaces throughout the City. The third bid item will be for weed control in backup wall areas and any tree wells in designated areas between walls and the street. Bid alternates will add trash removal and/or leaf pickup in these areas. A fourth bid item is for weed control in other designated streetscape areas. The fifth bid item is for weed control to meet Fire Marshal standards on undeveloped parcels and in other designated areas such as broad slopes that are not mowed regularly. The sixth bid item is for weed removal in designated tree wells. Bid alternates will be requested to also remove trash from tree wells and for clearance trimming of trees in tree wells. The seventh bid item is for various common repairs and replacement parts and installation. Further bid alternates allow for additional services, including sucker removal from tree wells, alley weed service, heavy winter pruning (LS-A only) and tree trimming (raising) (LS-A only).

Street, median and open space landscape maintenance work will consist of regular landscape maintenance services for the landscaped areas; weed control/abatement for areas which are unimproved, not developed or are not landscaped; trash collection; and leaf pick-up. Landscape maintenance work will include, but not be limited to, regularly scheduled mowing, edging, shrub trimming, fertilizing, litter/trash collection, leaf pick-up, graffiti abatement, weed control, minor tree work, turf aeration, and disposal of the material generated or collected as part of the work. Weed control work shall include the removal, abatement and continued prevention of growth in undeveloped/bare soil/unlandscaped areas, collection of trash from the areas, and disposal of any material generated or collected as part of the work. Unless otherwise specified, weed control may be by chemical or mechanical means or a combination of both. Contractor is responsible for reporting all chemical and fertilizer use. Contractor is responsible for the proper disposal of all material collected. Tree services will include clearance trimming and removal of small fallen trees and branches. Trash collection service, where funded, will be at the specified interval and includes collection and proper disposal of all trash, litter and debris that has collected in the specified service area.

Various common repairs include irrigation repairs, emergency call outs and the possible replanting of shrubs and trees.

Some areas may not be fully in conformance with the specifications when Contractor receives Notice to Proceed. Except for tree service, Contractor shall bring all areas in conformance with the specifications within 30 days of notice. No additional compensation will be allowed for bringing the areas in conformance with these specifications.

#### **SECTION 1 - SPECIFICATIONS AND PLANS**

# 1-1 Specifications

The work described herein shall be done in accordance with the current City of Stockton, Department of Public Works Standard Specifications and Plans.

In case of conflict between these Special Provisions and the City Standard Specifications and Plans, the Special Provisions shall take precedence.

#### 1-2 Terms and Definitions

Wherever in the Standard Specifications, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

City or Owner - City of Stockton

Director - Director of Public Works, City of Stockton

Standard Specifications - Latest City of Stockton, Standard Plans and Specifications,

and any amendments and revisions thereto.

Department - Department of Public Works, City of Stockton

Deficiency - Where specified work has not been performed on schedule or

where work does not meet the specifications required for this

project.

Correction - An item or area of maintenance that requires attention for any

unanticipated or unscheduled maintenance or corrective repairs, such as an irrigation line break or cleanup from

vandalism, graffiti, or other event.

Contract Administrator - Public Works Department representative(s) who oversee(s)

this maintenance contract.

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**SECTION 3 – BLANK** 

# SECTION 4 - BEGINNING OF WORK, TIME OF COMPLETION AND DEFICIENCY PENALTIES

#### 4-1 Beginning of Work

At no time shall work begin without receiving notice that the contract has been approved by the City Attorney or an authorized representative.

The Contractor shall diligently prosecute all work items throughout contract term. Full compensation for any additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work, and no additional work compensation will be allowed.

# **Understanding of Conditions**

Contractors will be required to carefully examine these special provisions and attachments to judge for themselves as to the nature of the work to be done and the general conditions relative thereto and the submission of a proposal hereunder shall be considered prima-facie evidence that the bidder has made the necessary investigation and is satisfied with respect to the conditions to be encountered, the character, quantity and quality of the work performed. Contractors are advised to visit and review the job site prior to the submission of their bid.

Contractors must be thoroughly competent and capable of satisfactorily performing the work covered by the proposal and may furnish such statements relative to previous experience on similar work, the plan or procedure proposed, and the organization and the equipment available for the contemplated work, and any other experience or background as may be deemed necessary by the Contract Administrator in determining such competence and capability.

It shall be understood that the Contractor shall be required to perform and complete the proposed work in a thorough and workmanlike manner, and to furnish and provide in connection therewith all necessary labor, tools, implements, equipment, materials and supplies. The Contractor is responsible to take all necessary precautions and use best practices in the industry to perform all work required by the project.

#### 4-2 Award of Contract

Award of the Contract will be made only to Responsive Responsible Bidders possessing the ability to perform all aspects of this contract successfully, which will be determined by considering such matters as Contractor integrity, compliance with public policy, record of past performance (including default on a project), financial, labor and technical resources.

Pursuant to Public Contract Code Section 1103, "Responsive Responsible Bidder" means a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract.

Work shall commence from the effective date of the Notice to Proceed, unless otherwise approved by the City. Full compensation for any costs required to comply with the provisions in this section shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed.

# 4-3 Time of Completion

Upon approval of the contract by the City Council, the initial contract term is expected to commence January 1, 2019, and expire December 31, 2021. These dates may be delayed and will be adjusted for the three-year term. After the initial three calendar year term, there is a provision for up to two (2) additional one-year terms. Upon completion of the contract term, all maintenance areas shall be in conformance with the project specifications.

#### 4-4 Contract Extension

Upon request from the Contractor, the City may approve extending this contract for up to two one-year extensions but in no case shall the contract be extended past five years. The Contractor must submit a request for a contract extension in writing to the Contract Administrator by March 31 of the year in which contract or any extension expires. Based on the Contractor's performance, the Contract Administrator will evaluate whether the contract should be extended. Any contract extension must be approved by the City Manager. Should an extension(s) be granted, at the end of such extension(s) and upon completion of contract term, all maintenance areas shall be in conformance with the project specifications. If maintenance areas are not in conformance by the end of the contract term, the City may deduct the cost to bring the areas into conformance from the contractor's final billing invoice and/or any retention held.

# 4-5 Deficiency Penalties

Full compensation for any costs required to comply with the provisions in this section is considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed.

The Contract Administrator may deduct deficiency penalties from payments for each day needed to complete a Deficiency Work Order after the projected finish date for the Deficiency Work Order. Damages accrue starting the first day after an unmet projected finish date through and including the day the Deficiency Work Order is considered complete by the City. The City will re-inspect these overdue Deficiency Work Orders for completeness and an additional penalty will be assessed for these inspections. If work is not satisfactorily completed, there may be multiple re-inspection penalties withheld from monthly payment.

In some cases, as determined by the Contract Administrator, the cost for any work not performed as specified in these special provisions may be withheld from any billing.

The Contractor shall pay the following sums for the associated deficiency penalties:

The Contract Administrator may withhold deficiency penalties from monthly payments for each day work is not complete on a Deficiency Work Order after the projected finish date specified on the Deficiency Work Order	\$500 per calendar day (from the first day after the unmet completion date through and including the day the Deficiency Work Order is inspected and assessed by the Contract Administrator as complete)
The Contract Administrator may withhold deficiency penalties from monthly payments for work not performed.	Amount indicated on contractor's bid for specified work.
Re-inspection Penalty	\$150 for each re-inspection to determine if Deficiency Work Order is complete. This re-inspection will be scheduled after the contractor notifies Contract Administrator of completed deficient work. If work is still considered deficient, contractor will be notified and another re-inspection (and penalty) will be necessary.
The Contract Administrator may withhold deficiency penalties from monthly payments or retention for failure to provide or noncompliance with accepted Traffic Control per Section 5-12 of these Special Provisions.	\$250 per day
Processing Penalty	<b>\$250 per month</b> for every month the Contract Administrator must withhold payment for liquidated damages, penalties, or other lack of diligence in performing this contract.

#### 4-6 Re-inspection Penalty

The Contractor may be required to pay a \$150 re-inspection penalty for any City re-inspections resulting from Deficiencies as defined in Section 1-2 (Terms and Definitions). If a deficiency is not corrected by the projected finish date specified on the Deficiency Work Order and additional inspections are required, or if a Deficiency Work Order is marked as complete and the deficiency still exists, multiple re-inspections may be charged for the same deficient work order.

#### 4-7 Termination Clause

The City may terminate the resultant contract for convenience by providing a 30-day (calendar day) notice unless otherwise stated in writing.

Within the 30-day period after the Contractor has been given a notice of termination the City may hire an interim Contractor. The City reserves the right to recall the Contractor's contract security and/or withhold any payment which may be due as may be necessary to offset all costs of hiring such interim Contractor.

Whenever, in the opinion of the Contract Administrator, services performed under this contract are not satisfactory or services are "missed", the Contractor shall be advised of the deficiency(ies) via a CityWorks work order (or any current City work order management program). Contractor's failure to correct the deficiency(ies) prior to the expected work order completion date can be considered a lack of diligence in prosecuting the contract and grounds for terminating the contract, deducting a portion of Contractor's monthly compensation, or both.

Notwithstanding any provision to the contrary herein, City shall have no obligation to give more than six Deficiency Work Orders in any six-month period. In the event six such Deficiency Work Orders are generated within any given six-month period, this will constitute a lack of diligence in prosecuting the contract and City may thereupon terminate this contract immediately.

### **SECTION 5 - GENERAL**

# 5-1 Contract Bonds – DOES NOT APPLY TO THIS PROJECT

See "Instructions to Bidders" for retention information.

# 5-2 Project Appearance

The Contractor shall maintain a neat appearance in and around all maintenance areas while working.

Full compensation for conforming to the provisions in this section shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation will be allowed therefore.

#### 5-3 Indemnification and Insurance

See "Instruction to Bidders."

#### 5-4 Increased or Decreased Quantities

The City reserves the right to increase or decrease the quantity of any item or portion of the work; to delete portions of the work; and to make alterations, additions or deletions from the specifications as deemed necessary, provided such increase, decrease or alteration does not exceed 1% of the original quantity of work, Contractor shall proceed with the work as increased, decreased or altered at no additional cost to City. If the decrease in area to be maintained exceeds 1%, Contractor's compensation will be reduced equal to the total percentage decrease in the area to be maintained. If the increase in area to be maintained exceeds 1%, Contractor may request their compensation be increased by an amount up to the total percentage increase in the area to be maintained. Section 4-1.03B, "Increase or Decreased Quantities", of the City of Stockton Standards and Specifications, shall not apply.

Any such changes will be set forth in a Contract Change Order, which will specify the additional work to be done, the agreed upon time to complete such work, if applicable, and the basis of compensation for work. A Contract Change Order will not become effective until approved. An interim Field Order may be issued by the Contract Administrator if deemed necessary. Work performed under a Field Order cannot be paid until the Contract Change Order is processed and approved by the City. Any extra work approved by Contract Change Order or Field Order must be executed by the Contractor without cause for delay of regular contracted services.

# 5-5 Pre-Construction/Start of Work Meeting

The City of Stockton Public Works Department will schedule a pre-start of work meeting with the Contractor following award of the contract and prior to issuing the Notice to Proceed, which will follow the final execution of the Contract. This meeting will be held in the City of Stockton, Public Works Department.

# 5-6 Inspections

Representative(s) from the Public Works Department will manage/administer this contract and inspect the Contractor's work. The Contract Administrator has the authority to act on behalf of the Public Works Department and City.

#### 5-7 Contractor Qualifications

Contractor acknowledges it is an independent contractor and must not for any purpose be deemed to be an employee, agent, or other representative of the City. Contractor may not assign, sublet, transfer or otherwise substitute its interest in this work, or any of its obligations, without the prior written consent of the City.

Contractor must have adequate equipment and employ adequate staff to maintain the facilities in accordance with this scope of services/special provisions.

Contractor must be able to respond to an emergency call out within 45 minutes, seven days a week, 24 hours a day. The 45-minute response time is from the time the call is placed to the Contractor to the time the Contractor or Contractor's staff arrives at the site. Once on site, Contractor is expected to secure the immediate problem. Repairs and any associated cleanup can be completed during normal working hours.

Contractor should provide at least three references with their bid. At least one reference must be a public agency. All references must be able to confirm Contractor is currently prosecuting a contract diligently and with a satisfactory level of service at that agency, or the Contractor's bid may be disqualified.

Minimum Age Requirement: All employees of the Contractor must be at least 18 years of age.

<u>Conflict of Interest</u>: The Contractor must not employ any person who is an employee of the City if the employment of that person would create a conflict of interest.

<u>Licensing</u>: Contractor must possess and maintain a valid class C-27 specialty license issued by the State of California Contractors State License Board.

Contractor must possess or have someone in his employ assigned to this project that possesses a Qualified Applicators Certificate issued by the State of California Department of Pest Regulation. Contractor must provide a copy of certificate with bid.

<u>Experience:</u> The expectation is that contractors bidding on this work will have at least five years of relevant experience in landscape/grounds care maintenance of facilities that are similar in size and type of amenities to those included in this project.

Contractor must have successfully and satisfactorily provided or be currently providing similar services to at least one public agency for at least one full year within the last three years.

Contractor must be satisfactorily maintaining at least 4 million square feet of landscaping along/in street rights-of-way and at least 20 acres of parks or park like open spaces that contain improvements comparable to the landscaping along street rights-of-way and open space areas to be maintained in this work. This quantity of maintenance area may be aggregated from no more than two of Contractor's accounts. At least one of the accounts must be a public agency. Performing a comparable quantity of work for a single owner's association would also meet this qualification. Alternate quantities of areas being maintained will be considered as meeting this qualification so long as in the aggregate, the total area being maintained is comparable in acreage and type of improvements as the work under this project.

All landscaping services must be performed by a person(s) with at least one year of relevant landscaping experience, and who are directly employed and supervised by the Contractor. Prior to Notice to Proceed and subject to approval by the Contract Administrator, Contractor must provide a list of all service personnel and experience. Contract Administrator may require substitution of personnel who do not meet experience requirements.

The irrigation systems consist of various combinations of RainMaster and CalSense central irrigation control, conventional irrigation controllers, solar powered controllers, valve mounted Rainbird TBOS/UNIK, splitters and doublers, and booster pumps. Contractor must be competent with servicing, operating, troubleshooting, and providing periodic and/or preventative maintenance for all types of listed equipment and systems.

Contractor must be able to provide additional work such as irrigation repairs, booster pump repairs, new irrigation installation and replanting.

Contractor must be able to repair play equipment encountered in maintenance areas.

### 5-8 Contractor Requirements

Contractor must maintain all areas described in AREAS TO BE MAINTAINED (Section 10) by means of regular and scheduled watering, weeding, fertilizing, mowing, cultivation, trimming, edging, pruning, operation and maintenance of the irrigation system, regular trash and debris collection and disposal, weed control, and leaf collection all as described in Section 9 and any other operations necessary to always keep the areas an attractive, desirable, neat and trim appearance. These services may vary depending on the bid alternative selected for contract award.

Contractor will provide an adequate number of staff able to perform work at the highest standards of horticultural excellence to deliver this project in conformance of these specifications. Key staff must have current knowledge, and practice best management practices regarding safety, hazardous materials spill response, plant health, pruning, pesticide application, and irrigation setup, programming, and maintenance.

The City will, throughout the life of the contract, have the right of reasonable rejection and/or approval of staff assigned to the work by the contractor. If the Contract Administrator rejects one of Contractor's staff, the Contractor must provide replacement staff satisfactory to the City at no additional cost to the City. If, in the opinion of the City, any Contractor employee is incompetent, disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property (or while in any way representing the City on or off City property), or is otherwise unsatisfactory, said employee must be removed immediately from work under this contract upon request of the City.

Contractor must provide a competent full-time Project Manager (and alternate) available to communicate with the City staff. These representatives must have the authority to represent and act for the Contractor in any matter pertaining to the Agreement. Contractor must furnish the name and contact information to the City prior to the commencement of the contract and further advise the City of any changes. The representative must be able to communicate effectively with City staff in English, both orally and in writing. Each work crew must always have one person on site who can communicate with City staff and/or encountered residents in English.

As used in this contract, the term "Project Manager" shall include the alternate as specified above. The Project Manager, or his/her designee, must be available 24 hours per day, seven days per week, to meet with City representatives (in person, by phone, e-mail or text) to discuss problem areas or respond to after hour requests from City staff. Contractor must provide Contract Administrator contact information for both the Project Manager and alternate(s). The Project Manager must have a telephone/pager to permit timely contact by the City. The Contractor's Project Manager or alternate must respond to a call or text within 15 minutes during the regular work day and within 30 minutes after hours.

No unauthorized person or persons not employees of the Contractor (i.e., spouse, children, brother, sister, friends, etc.) are allowed within the immediate work area during the performance of services under this contract.

Contractor must always provide supervision of all work crews while performing work under this contract. Personal supervision is not required if work crews are always able to communicate with the Contractor. Each work crew must have a designated person on the work site that has the authority to respond to inquiries from any citizens encountered while working and to be able to communicate with the Public Works Director, Contract Administrator or other representative about work details and/or priorities. This designated person must be able to accurately and effectively communicate any information essential to the operation of the organization. Contractor is solely responsible for the day-to-day supervision and control of Contractor's employees.

# 5-9 Staffing Levels

Contractor must employ enough staff to ensure performance of the work described. The Contractor must provide management and technical supervision through competent supervisors as required to implement modern methods and any newly developed procedures. Contractor must be responsible for the skills, methods, and actions of Contractor's employees and for all work. Contractor must anticipate and plan for extra work, any project deficiencies, or seasonal changes and have adequate staffing to switch from winter to spring/summer maintenance.

Contractor must be available to meet with City staff for detailed inspection(s) of work sites as deemed necessary by the Contract Administrator.

#### 5-10 Damage to Improvements

Contractor is responsible for any and all damage to any improvement which is a result of Contractor's actions and/or inaction. Contractor must notify City within 24 hours of any damage to any City or private amenities/improvements or property caused by Contractor. Contractor must repair or replace any damaged improvement to the Contract Administrator's satisfaction at no cost to the City. In the event of a dispute or damages over \$5,000, the City reserves the right to correctly repair damages and deduct the costs from any payments due to Contractor.

# 5-11 Safety

Contractor is solely responsible for the safety and welfare of all Contractors' personnel performing work under this contract. Contractor is solely responsible for advising and educating all personnel to the health hazards associated with this work prior to personnel commencing work under this contract.

All work must be performed with the utmost concern for safety of both the workers and the public. Where necessary, contractor must barricade or temporarily close to the public those areas that are being serviced.

#### 5-12 TRAFFIC CONTROL AND LANE CLOSURES

Full compensation for providing traffic control in this section will be considered as included in the Contractor's bid price.

Attention is directed to Part 6 of the California MUTCD, and Sections 12, "Temporary Traffic Control", of the Caltrans Specifications.

Contractor shall furnish, install and maintain as required by the Contract Administrator, CMS boards and construction area signs at the beginning and end limits of project streets including the end limit of major intersections. The CMS boards and construction signs must stay at project sites and must be maintained by the Contractor until the final phase of the construction. All traffic plans must conform to the applicable provisions of the latest and amended "California Manual on Uniform Traffic Control Devices". The Contractor must submit a construction area traffic control/detour plans for approval by the Contract Administrator three days before the commencement of any work. Traffic control plan or detour plan must show the placement of signs, barricades, delineators, and other traffic control required by Contractor's operation.

The Contractor must furnish, install, maintain in good working order of all cones, delineators, barricades, arrow boards, direction signs, and flashers until project completion. All safety devices, their maintenance, and use must conform to the latest requirements of OSHA. It must be the complete responsibility of the Contractor to protect persons from injury and to avoid property damage. Whenever required, flagmen and pilot car must be provided to control traffic. The Contractor must provide for the proper routing of vehicles and pedestrian traffic in a manner that will hold congestion and delay of such traffic to a practicable minimum by furnishing, installing,

and maintaining all necessary temporary signs, barricades and other devices and facilities as approved by the Contract Administrator. As the work progresses, the Contractor must relocate such devices and facilities as necessary to maintain proper routing. Unless otherwise specified, upon conclusion of the need therefore, all temporary traffic routing devices and facilities must be removed from the site of the work by the Contractor within 48 hours of completion of construction at that site.

Maintaining Traffic: Attention is directed to Part 6 of the California MUTCD, Section 12-4 "Maintaining Traffic", of the Caltrans Specifications. Nothing in these Special Provisions should be construed as relieving the Contractor from the responsibilities specified in these sections.

Traffic Lane Closures: The Contractor must provide for a minimum of one lane of through traffic in each direction during maintenance. Each traffic lane must not be less than 11 feet wide, unless approved by the Contract Administrator in writing. Contractor cannot close any lanes where there is no maintenance. Lane closure must be taken only for the areas needed. The Lane closures requirements for construction must adhere to the following:

- 6:00 a.m. to 7:00 a.m. ...... One Lane Closure Allowed
- 7:00 a.m. to 8:30 a.m. ....... No Lane Closures Allowed
- 8:30 a.m. to 3:30 p.m. ...... One Lane Closures Allowed
- 3:30 p.m. to 9:00 p.m. ....... No Lane Closures Allowed

**Maintaining Pedestrian Access:** Attention is directed to Section 16-2.02, "Temporary Pedestrian Facilities" of the Caltrans Specification and these Special Provisions. When a pedestrian circulation path is temporarily closed by construction, alterations, maintenance operations, or other conditions, an alternate pedestrian access route complying with sections 6D.01, 6D.02, and 6G.05 of the MUTCD must be provided.

Means of passage of pedestrian traffic around and through the work area must ALWAYS be provided.

Whenever possible work should be done in a manner that does not create a need to detour pedestrians from existing pedestrian routes. Extra distance and additional pedestrian street crossings add complexity to a trip and increase exposure of risk to accidents. The alternate pedestrian routes must be accessible and detectable, including warning pedestrians who are blind or have low vision about sidewalk closures. Proximity-actuated audible signs are a preferred means to warn pedestrians who are blind or have low vision about sidewalk closures.

Pedestrian walkways must be surfaced with HMA, portland cement concrete, or timber. The surface must be skid-resistant and free of irregularities. Pedestrian walkways must be maintained in good condition and must be suitable for wheelchair use. Walkways must be kept clear of obstructions.

The Contractor must cause the least possible disruption to the affected properties and restore suitable pedestrian access immediately following completion of the active work in progress. At least one continuous walkway along one side of the street must be available at all times. At

locations where work is actively in progress, the pedestrian walkway within a single block may be temporarily closed at one end of the block along one side of the street. Pedestrians must be rerouted to the walkway on the opposite side of the street.

Minor deviations from the requirements of this section, which do not significantly change the cost of the work, may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be served well and the work expedited. These deviations must not be adopted by the Contractor until the Engineer has approved them in writing. All other modifications will be made by contract change order.

Full compensation for maintaining pedestrian access must be included in the contract price for traffic control system, and no additional compensation will be allowed.

Traffic Control System for Lane Closure: A traffic control system shall consist of closing traffic lanes in accordance with the details shown on the plans, the provisions of Section 12, "Temporary Traffic Control" of the Caltrans Specifications, and City of Stockton Standard Specifications.

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take the measures that may be necessary to comply with the provisions in Section 7-1.04, "Public Safety" of the Standard Specifications and these Special Provisions.

Traffic must be controlled with stationary type lane closures. The Contractor's attention is directed to the provisions in Sections 84-2.03, "Construction" of the Caltrans Specifications.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system must be removed from the traveled way and shoulder.

Each vehicle used to place, maintain, and remove components of a traffic control system must be equipped with a Type II flashing arrow sign, which must be in operation when the vehicle is being used for placing, maintaining, or removing the components. Vehicles equipped with Type II flashing arrow signs not involved in placing, maintaining, or removing the components when operated within a stationary type lane closure must only display the caution display mode. The sign must be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans must not be used on the vehicles which are doing the placing, maintaining, and removing of components of a traffic control system, and must be in place before a lane closure requiring its use is completed.

The Contractor must pay fully the cost of furnishing all flaggers, including transporting flaggers, to provide for passage of public traffic.

Attention is directed to Part 6 of the California MUTCD. Nothing in these Special Provisions must be construed as relieving the Contractor from his responsibility as provided in Part 6 of California MUTCD.

Full compensation for furnishing all labor, materials (including signs), tools, equipment, and incidentals, and for doing all the work involved in lane closures, including placing, removing,

storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system, as shown on the plans, as specified in the Caltrans Specifications and these Special Provisions, and as directed by the Contract Administrator, must be included in the bid, and no additional work compensation will be allowed.

### 5-13 Protection of Property

The Contractor must take every precaution to protect all public and private property during the performance of this contract. Some parks and streetscape landscape areas are bounded by, back up to or are in immediate proximity of private property. Contractor must use the utmost caution so as not to damage any private property. Any damages caused by Contractor's personnel or equipment must be immediately reported to the Contract Administrator. Contractor will be responsible for the costs to restore the damaged amenity to the condition existing before the damage or for replacement, as determined by City. City reserves the right to select or approve the person/company doing the repair and the materials used. To the greatest extent practicable, Contractor must not enter private property.

Upon completion of service at a site, Contractor is responsible for securing all areas.

#### 5-14 Illness and Injury Prevention Program

Contractor must have an Illness and Injury Prevention Program. A copy of the program must be emailed to the Contract Administrator prior to the issuance of Notice to Proceed.

# 5-15 Quality Assurance/Quality Control Program (QAP)

Contractor must have a quality assurance/quality control program that includes procedures that are required to ensure that work is being internally inspected and providing full protection of work and materials. A copy of the QAP must be included with bid.

# 5-16 Inventory of Materials

Contractor must have adequate inventory of materials used in the performance of this contract. Contractor must provide all supplies necessary to accomplish the required services. Cleaning supplies must conform to contract requirements and industry standards for the type of cleaning being accomplished. Contractor must submit a list of supplies to the Contract Administrator prior to the issuance of Notice to Proceed.

#### 5-17 Found Items

Contractor must ensure that all items of possible personal or monetary value found by Contractor/ Contractor's employees are turned in to the Contract Administrator. Found items must be logged on daily maintenance report.

### 5-18 Key Control

Contractor must ensure all keys and security codes issued to Contractor are not lost or misplaced and are not used by unauthorized persons. Contractor and contractor's staff must not duplicate any keys issued from the City for this project. Contractor shall have a written Key Control Program available upon request. A copy of the program shall be emailed to the Contract Administrator prior to the issuance of Notice to Proceed. A police report in person shall be required for any lost or missing City of Stockton BEST keys. Lost or stolen keys may result in the City re-keying locks.

Reimbursement to the City for costs associated with any re-keying due to the loss of keys issued to contractor for this contract is the responsibility of the contractor and may be billed or withheld from payment or retention.

#### 5-19 Standards of Performance

All other portions of these special provisions notwithstanding, it is intent of these special provisions that the Contractor provide a level of maintenance that will present the streets, medians, parks and other landscape/open space areas in a safe condition and in a clean, attractive, desirable, neat and trim appearance at all times. The City is calling for quality maintenance in accordance with standard horticultural practices and modern techniques accepted by the industry. Contractor agrees to maintain all designated streetscape areas covered by these special provisions at this level. The Contract Administrator, Public Works Director, or designee(s) shall be the sole judge as to whether Contractor's work conforms to the specifications.

Contractor may make recommendations at any time regarding maintenance or streetscape improvements. The City may or may not adopt those recommendations, based on budget and project requirements.

It is the intent of these specifications that all work is to be performed by Contractor's forces. Contractor must obtain City approval before subcontracting any part of this work. The City is not obligated to allow subcontracting.

Contractor must comply with all local, County, and State laws and regulations governing landscape maintenance work/traffic control applicable to the type of work and individual locations being maintained.

#### 5-20 Uniforms

The Contractor must require each of its maintenance employees to wear uniforms with the Contractor's company and employee name. Footwear and other gear required by OSHA and CAL OSHA Regulations must be worn. No advertisements or logos other than the Contractor's must be on employee's uniforms. Personnel not so attired shall not be permitted to work under this contract until properly uniformed. Contractor's employees must be neat and clean in appearance at the start of each workday. Uniforms must be consistent for all workers and must be worn at all times while performing maintenance under this contract. Contract Administrator shall have the authority to direct the Contractor to substitute any staff that are not in conformance with this section.

#### 5-21 Vehicles

All Contractor's maintenance vehicles, or vehicles of those persons representing the Contractor, must be in good condition with the company name and phone number clearly visible at all times. Contractor vehicles must be equipped with warning lights, signage, and other equipment necessary to safely work in the City right-of-way. The Contract Administrator or representative may periodically inspect the Contractor's equipment to ensure its serviceability, safety and performance. Equipment determined as noncompliant must be removed and replaced with suitable equipment.

# 5-22 Contractor Responsibility

Contractor must provide at their own risk, all labor, materials, supervision, tools, equipment, insurance, storage, transportation, hauling, dumping, proper protection and all other items needed or as directed, to perform the work according to the intent described in these special provisions.

Contractor must be familiar with all areas and locations of the work. If the Contractor has any questions, the Contractor must have those questions answered before commencing work on this contract. Good, two-way communication between Contractor and City is paramount to good stewardship of park and landscape resources and essential for successful contract fulfillment.

# 5-23 Workmanship

Contractor must perform work contemplated herein in a good and workmanlike manner to the satisfaction of the Contract Administrator. The Contractor must cooperate with the Contract Administrator to enable determination of contract compliance. The Contract Administrator shall be the sole judge as to whether Contractor's work conforms to the intent of these Special Provisions. If any work is not performed to the satisfaction of the Contract Administrator, the Contractor will be responsible for correcting such deficiencies by the projected finish date on a Deficiency Work Order, or as directed by the Contract Administrator. Deficiencies must be corrected at no additional cost to the City of Stockton. Contractor is expected to use additional personnel for deficiency corrections or to execute any extra work accepted. There must be no delay of regular maintenance to complete deficiency corrections or extra work.

# **SECTION 6 - BLANK**

# **SECTION 7 - MEASUREMENT AND PAYMENT**

#### 7-1 General

Full compensation for disposal of materials found routinely on-site and generated from performing the work in these Special Provisions become the property of the Contractor who shall be responsible for its proper disposal which must be included in the prices paid for the various contract items of work, and no additional compensation will be allowed.

#### 7-2 Payments

Payment requests must be submitted after the end of each service month. Payment requests will not be processed until all required monthly reports and certified payroll are submitted. Contract work done for the month will be paid for approximately 30 days <u>after all required reports are found to be complete and billing invoice is approved for payment</u>. Contractor must provide monthly reports as detailed in SUBMITTALS (Section 9-14) with the monthly billing invoice.

At the City's discretion, deficiencies will be deducted from Contractor's invoice according to the Contractor's price schedule for maintenance services submitted with Contractor's proposal, or according to the penalties table as shown in Section 4-5, or as listed below. Additionally, there will be no payment for "materials on hand" not incorporated into the work.

The City reserves the right to pay only on a prorated basis for the period of time the actual maintenance services are performed and/or for the percentage of work completed for the month.

#### **Payments Deducted**

Payment may be deducted to such extent as may be necessary to protect the City from loss including, but not limited to, the following reasons:

- A. Deficiency Work not done to satisfaction of Contract Administrator
- B. Deficiency Work not performed
- C. Deficiency Incomplete/partially completed work
- D. Lack of diligence in prosecuting contract (Non-performance of contract items)
- E. Not submitting required reports and/or requested schedules
- F. Failure of the Contractor to make payments to subcontractors or suppliers for material and labor

Additional deductions may be subtracted from the Contractor's monthly billing invoice for work not performed (Deficiency Penalties, Section 4.5) and re-inspection penalties (lack of diligence, Sections 4.5 and 4.6).

If all or part of Contractor's monthly payment is withheld due to deficiencies, defective work, work not performed, incomplete work, and/or failure of the Contractor to make payments to subcontractors or suppliers, an additional \$250.00 will be deducted to offset City costs to process the reduction. The price schedule submitted with Contractor's proposal will be used to determine the value of deficient work, defective work, work not performed and/or incomplete work to be deducted from Contractor's invoice.

#### **SECTION 8 – BLANK**

#### **SECTION 9 - DESCRIPTION OF WORK AND SERVICE LEVELS**

It is the intent of these special provisions that the Contractor provide a level of maintenance that will present streetscapes and landscape areas in an attractive, desirable, neat and trim appearance at all times. It is expected that Contractor will provide that level of maintenance by operations including, but not limited to, regular and continual mowing, trimming, pruning, weed control, trash/debris removal and regular operation and adjustments to the irrigation system and such tasks that are described below. Contractor is expected to provide the highest level of quality in maintenance compatible with standard horticultural practices and modern techniques accepted by the industry.

Should contractor be unable to perform regularly scheduled service at a location, contractor must notify City representative that day and provide an alternate day and time to service the location. Notification must be in writing. Contractor must provide a reason for rescheduling service. The rescheduled service day must with within three work days of original service date.

There are several different levels of service.

- Landscape Services (LS) calls for full landscape services:
   LS-A will be used for areas where maintenance is funded by a special district. Shrub trimming will occur five times a year. LS-B will be used in areas where maintenance is funded by the City's general tax collection. Trimming in these areas will be accomplished three times per year.
- Back-Up Weed Control (**BU-W**) is for weed abatement in areas between walls/fences and the seam of the curb and street.
- Weed Control (W) calls for complete weed abatement in specified service areas.
- Weed Control-Fire Marshal Standards (WC-FM) calls for keeping all vegetation to a height of six inches or less
- Trash Control (TC) calls for trash and debris removal
- Tree Wells (TW) indicates service is for weeds in tree wells

Bid alternates have been provided for additional levels of service, including trash and leaf pickup in BU-W areas, tree well sucker removal, tree well trash removal, alley weed abatement, hard winter pruning for shrubs (LS-A only), and trimming trees for pedestrian access throughout each area/level of service (LS-A only). Frequency of landscape maintenance service will be the same for all areas regardless of size or classification. See Sections 9-9 for descriptions of each bid alternate.

#### 9-1.1 Hours and Days of Work

All maintenance work using equipment powered by an internal combustion engine, including, but not limited to, mowers, blowers, edgers, and trimmers, must be performed between the hours of 7 a.m. and 10 p.m. Contractor shall not use equipment powered by internal combustion engines within 50 feet of a residence before 8 a.m.

Contractor shall provide a schedule of days and times of the week that maintenance services will be performed at each maintenance area. Contractor shall provide said schedule within 30 calendar days of City Council approval of Contract. A Notice to Proceed will not be issued

# prior to providing said schedule. (9-14.1)

The City reserves the authority to direct the Contractor to amend the working day and hour schedule. If scheduling problems develop, the Contractor shall modify and resubmit for City approval as the City deems necessary. If adjustments to the schedule are necessary, they will be negotiated with the Contractor and the adjustments confirmed in writing as mutually agreed.

Contractor must be able to respond to an emergency callout within 45 minutes, seven days a week, 24 hours a day. The 45-minute response time is from the time the call is placed to the Contractor to the time the Contractor's staff arrives at the site. Once on site, Contractor is expected to secure the immediate problem and provide and install any devices necessary for public safety. Repairs and any associated cleanup can be completed during normal working hours.

<u>Service Frequency:</u> Service frequency varies depending on the task, maintenance location and season.

Observed Holidays: Unless otherwise stated for a specific bid item, Contractor shall not be required to perform service on the following holidays. If the holiday falls on a day janitorial/site cleaning/play equipment inspection would normally be performed, the work shall be performed on the next work day following the holiday, unless otherwise noted:

Holiday Date
New Year's Day (observed) January 1

Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Columbus Day
Third Monday in February
Third Monday in February
Second Monday in October

Veteran's Day November 11

Thanksgiving Day Fourth Thursday in November

Christmas Day (observed) December 25

# 9-1.2 Quality Control

Contractor is solely responsible, without further direction from the City, except as specified herein, to assure all work is being done per specifications. Contractor shall inspect every site twice weekly and check any outstanding Deficiency Work Orders daily, regardless of minimum requirements stated in these specifications.

Reporting: Contractor is responsible for several reporting requirements that will provide the City with valuable information about site conditions, in addition to work performed. Contractor shall provide a written summary of inspection, naming any problem areas, i.e., dry grass, saturated turf, silt wash across sidewalks or other issues, and shall describe action Contractor is taking to correct the noted problem. This report shall be separate from the daily maintenance checklists. Contractor shall submit inspection reports by 12 noon every Thursday.

A complete list of required documentation is included in SUBMITTALS (Section 9-14). Whenever

work is performed at a site, a daily maintenance checklist should be used. If there are any items on the daily maintenance checklists that should be forwarded to the City for action or information (such as vandalism, restroom toilet problems or large irrigation leaks), Contractor should forward the information to the Contract Administrator as soon as possible. Reporting of problems can be done anytime and may be submitted via telephone (followed by e-mail), or e-mail. These problem reports should be conveyed separately from the usual daily maintenance checklists. Proactive reporting assists the City with identifying problem areas and allows staff to better respond to resident concerns.

The following reports must be included with monthly billing invoice, or payment can be delayed: Daily Maintenance Checklists, Booster Pump Services, Pesticide Report, Turf Conditions Report, Waste Disposal Report, Certified Delivery Slips, Certified Payroll, and Local Employment Report. Reports other than Maintenance Checklists and Quality Control Summary shall be submitted electronically on an Excel spreadsheet. Sample formats of these reports may be provided at Contractor's request.

Contractor will be required to submit an annual compilation of monthly reports of herbicides, pesticides and fungicides used, including the application date(s), time(s) of application, location(s) of application, brand name of material, EPA registration number, concentration, application rate, and amount of material applied

# 9-2 BID ITEM A: FULL LANDSCAPE SERVICE - A (LS-A)

Contractor shall perform all of the tasks in Section 9-2 as applicable to each service area designated **LS-A**. Service area is between backup wall/fence and seam between pavement and gutter or from gutter to gutter for medians, unless otherwise described.

#### 9-2.1 Turf Maintenance

Full compensation for providing turf maintenance services will be considered as included in the Contractor's bid price.

Contractor shall mow all turf once each week from March 1 to October 31. From November 1 to February 28 turf shall be mowed once every two weeks. Mowing shall be performed on the same day each week. This will result in approximately 45 mowings per site per year. First mowing shall be completed by January 14 or within 14 calendar days of notice to proceed. When frequency is reduced (November 1-February 28) there will be no less than seven calendar days or more than 14 calendar days between mowings unless directed and approved by the Contract Administrator.

Any mowing missed due to inclement weather or wet ground conditions shall be rescheduled and completed within three workdays on the weekly schedule and within seven calendar days during the every-two-week schedule. Contractor must notify City if mowing is rescheduled.

Contractor shall refrain from mowing if site conditions are such that turf may be damaged (saturated with water, standing water present or if turf is covered with frost). If site conditions are such that mowing needs to be suspended, Contractor shall notify City. Contractor shall provide a written explanation why turf is saturated. This shall be noted in an e-mail and in the weekly Quality Control summary and daily maintenance checklists and forwarded to the City as soon as

possible. Mowing within any saturated area(s) shall be postponed until the excess water has drained, infiltrated or evaporated (may be subject to determination by Contract Administrator). Contractor shall use other means as necessary to trim turf in areas that are saturated for two weeks or longer, if mower access would rut turf. If turf is covered with frost, Contractor shall wait until later in the day to mow when the turf is frost free.

Prior to each mowing Contractor shall remove all trash, litter and debris from the entire turf area, (regardless of whether the debris is a result of any maintenance activity) and any other material or debris that is not part of the landscaping. Trash and litter includes, but is not limited to, paper, cans, bottles, broken glass, rocks, trash, broken limbs less than six inches in diameter, fallen leaves, excrement and needles. All trash and litter collected becomes the property of the Contractor and shall be disposed of by the Contractor at an appropriate off-site location (not at any City facility). Any trash and litter cut or broken during mowing or other maintenance, shall be completely removed immediately prior to proceeding with the maintenance of other areas/sites.

Turf shall not be allowed at any time to grow taller than 3", nor at any time be cut shorter than 2", unless noted differently for specific sites (no-mow areas, etc.). Depending on the site conditions and length of the grass at the time of mowing, Contractor shall adjust the cutting height so that no more than 1/3 of the grass height is removed in a single mowing, unless directed otherwise by the Contract Administrator. Scalping, scraping or crown damage to the turf will not be permitted. Equipment must be operated at a speed to provide the optimal desired cut designated by the standards required in this document or by the Public Works Department. Mowing patterns shall be alternated each week. Mower blades shall be kept sharp and produce a clean cut. Equipment that results in torn grass blades with ragged edges is unacceptable.

Removal of cut grass from the turf area is not required. Upon completion of mowing, the clippings in the mowed area shall be evenly dispersed and the mowed area shall be free of clumped grass. If the mowing leaves clumped grass, Contractor shall collect the grass before moving on to another area. Double cutting will be permitted in lieu of collecting the clippings if it will eliminate the clumping. Cut grass and debris which falls or is thrown by equipment upon the street pavement, gutter, curb, sidewalks, driveways, planter areas, ground cover areas, tree wells, or adjacent properties shall be removed from the area prior to the exit of the work crew from the immediate work site. Under no circumstances shall Contractor blow any debris into the street and/or gutter and allow it to remain.

Contractor shall use caution when mowing over and/or around existing grade level enclosures, utility vaults, irrigation heads, valve boxes, etc. or other features and plants and trees within the turf area. If the mower damages any such features, the Contractor shall promptly notify the Contract Administrator and repair the damage to the satisfaction of the Contract Administrator.

Contractor shall keep turf mowed/trimmed in such a manner and at such height that at the completion of mowing/trimming, the turf does not interfere with the operation of the irrigation system.

<u>Reporting</u>: Contractor shall inspect turf at each mowing to ensure the turf is in good health, without dry or saturated areas, consistently green, and free of weeds and voids. A report of turf conditions shall be included on the daily maintenance checklist.

#### 9-2.2 Turf Aeration

Lawn/turf areas shall be aerated once a year utilizing core aeration method. Cores may be left on turf provided they are evenly dispersed throughout the turf area. Aeration shall occur between October 15 and November 15. Contractor is responsible to repair any irrigation system damage caused by aeration. Contractor shall provide schedule of dates each area will be aerated to City by October 1. A final completion of aeration report should be submitted by November 21 of each year and aeration activity should also be noted on the daily maintenance checklist.

# 9-2.3 Turf Trimming

Turf trimming shall be performed concurrently with mowing operations. Turf around/surrounding all structures, such as trees, poles, tables, signs, fences, and shrub beds are to be trimmed closely, at the same height as larger areas of turf. Special care shall be given to trimming around trees as not to inflict damage to the bark of the trees. All trimming shall be accomplished maintaining the required cutting height. Trimming can be reduced by chemical edging, with prior approval of the assigned Contract Administrator. Do not "dish out" ground around sprinkler heads, valve boxes, electrical pull boxes or the like.

## 9-2.4 Turf Edging

Edging shall be performed in the first full week of each month and the third week of each month. For the purpose of this work, the "first full week of each month" is defined as the week which the first through seventh day of the month falls on a Monday. The third week of the month is defined as two weeks following the first full week of the month. All sidewalks, curbs, steps, bench pads, and such similar hardscape areas shall be mechanically edged to a 1" depth and 1/4" width where they exist exposing the concrete surface. The initial edging shall be completed with the first trimming. All edges must be maintained through duration of the contract. Edging and maintenance of edge shall use a vertical cut approach. All material dislodged by edging must be removed from the site.

#### 9-2.5 Turf Fertilization

Contractor shall fertilize all turf areas two times a year, in March and October. Fertilizer shall be complete balanced granular type fertilizer, such as Best Turf Supreme 16-6-8, or an approved equal, using one pound of nitrogen per 1,000 square feet and in accordance with manufacturer's application instructions and reporting requirements (9-14.3.6). Fertilized areas shall be thoroughly watered immediately after fertilizer is broadcast. Burning due to fertilization shall be considered property damage and shall be corrected by the Contractor at no extra cost to the City. Contractor shall submit a report of the sites fertilized and amount of material applied at each site with each monthly invoice.

#### 9-2.6 Weed Control

A regular program of pre- and post-emergent weed control shall be used as often as is necessary to keep turf areas a minimum of ninety percent (90%) free of weeds. Weeding may be done manually or by using selective herbicides or pre-emergent sprays. Non-restricted chemicals shall

be used whenever possible for weed control supplemented by mechanical and/or hand removal of weeds as necessary. Contractor shall exercise extreme care in the use of selective herbicides, so application will not damage any other plants. Should non-target turf or shrubs be damaged by Contractor's application, Contractor shall be responsible for replacement of all damaged plant material with the same plant material that is the same size as that damaged. Any herbicide application shall be in full conformance with manufacturer's directions and report chemical usage on Pesticide Report (9-14.3.6).

Areas at and under fences within a site or one that borders on neighboring property shall be kept free of weeds. Areas between fence lines and curbs or curb lines and areas between fence lines and roads or walkways, including tree wells, shall be kept free of weeds and trash.

All weed/plant growth in cracks, seams and/or joints of paved areas such as sidewalks, parking lots, curbs including curb gutters and catch basins adjacent to the turf area, seam between gutter and street paving, and driveways shall be cut down to the pavement surface during the completion of each mowing cycle. The use of herbicides to control such growth is also permitted. Herbicide usage must follow State of California Department of Pesticide Regulations.

All bare soil areas and non-turf/undeveloped/unimproved areas at each location and within adjacent parking lots shall be maintained clean and free of all trash, weeds, and debris.

**9-2.7 Shrubs, Vine, Groundcover, And Shrub/Flower/Planter Bed Maintenance** Full compensation for providing shrub, vine, groundcover and planter bed maintenance services will be considered as included in the Contractor's bid price.

Contractor shall keep the shrubs, vines, groundcover, and shrub/flower/planter beds in an attractive, desirable, neat, trim and weed-free appearance through (but not limited to) continual and regular trimming and pruning of the shrubs, vines and groundcovers, regular operation and adjustment of the irrigation system, and weed removal/control. Contractor is expected to provide the highest level of quality in maintenance compatible with standard horticultural practices and modern techniques accepted by the industry. All pruning should be noted on the daily maintenance checklist.

Contractor is encouraged to use growth regulators and pre-emergent herbicides. Contractor shall obtain permission from the Contract Administrator prior to use. Contractor shall submit a written request describing the areas to be treated and the name and concentration of the material to be used. Use shall also be reported on the monthly pesticide report.

Contractor shall maintain all shrub, vine, groundcover, and planter and flower beds in a weed-free state at all times. Weeds shall be removed at the first sign of growth using proper horticultural techniques and weeding tools so that desirable plant material is not damaged. Contractor shall remove/destroy/kill all weeds within the areas to be maintained and from adjoining sidewalk, curb and gutter of the areas maintained.

Shrubs shall be kept trimmed/pruned at all times to at least six inches behind the back of all sidewalks and curbs, at least six inches from any header board or concrete mow band defining a shrub or planter bed, at least six inches from the face of any masonry fence/back-up wall, and six inches below the top of any fence/back-up wall. Shrubs in median islands shall be kept trimmed to at least six inches from any curb or median curb and shall not be allowed to grow higher than thirty inches above the median curb. Shrubs shall be kept trimmed so they do not extend into any vehicular travel lane – either in a parking lot or surface street - at any time. All trimming/pruning shall conform to the Western Chapter of the International Society of Arboriculture standards.

Vines growing on fences/back-up wall shall be kept trimmed at all times to the bottom of the capstone of the fence/back-up wall, or if there is no capstone, kept trimmed to six inches below the top of any fence/back-up wall. Creeping fig shall be kept trimmed so that it does not extend more than three inches from the face of fence/back-up wall at any time. Boston Ivy shall be trimmed in the winter once all leaves have dropped so it does not extend more than three inches from the face of fence/back-up wall. Vines shall not be allowed to grow into the adjacent ground cover, shrubs, trees or any other plant material.

Groundcover shall be kept trimmed so it does not extend over sidewalks, pathways, and curbs or designated planting areas, including but not limited to those differentiated by headers or mow bands. Groundcover shall be kept trimmed six inches back from hard surfaced materials, header boards, and utility and equipment enclosures. Groundcover shall be kept trimmed one foot from the base of all shrubs and trees. Groundcover shall be kept trimmed to a maximum height of eight inches or the height of the sprinklers irrigating the ground cover, whichever is less, and so the groundcover does not interfere with the operation of the irrigation system. This may result in the ground cover being kept to less than eight inches. Ground cover shall be 'rounded over' to the back edge of the sidewalk or may be cut at a 45-degree angle away from the sidewalk so the groundcover will not interfere with the operation of the irrigation system.

#### 9-2.8 Trimming/Pruning

Trimming, pruning, and thinning of shrubs, vines and ground cover shall be performed a minimum of five times per year. All shrubs, vines and ground cover shall be trimmed and brought into conformance with the specifications in the months of January, April, June, August and October. The January pruning will be standard pruning, unless City chooses Alternative Bid 6 (Section 9-9.6). NOTE: Trimming/pruning may have to be performed more often than this to keep the plant material in conformance with these specifications.

Contractor shall proceed through an area in an orderly manner so as not to leave a 'checkerboard' appearance during trimming.

Shrubs, vines, and groundcover shall be kept trimmed so they do not at any time interfere with the operation of the irrigation system.

Shrubs, vines and groundcover shall be kept trimmed at all times to maintain a clear path to any feature requiring routine access, such as irrigation controller cabinets, water meter boxes, backflow prevention assembly enclosures, booster pump enclosures, and above ground utility

cabinets and ground level vaults that belong to utility companies. Shrubs, vines and groundcover planted adjacent to fences, building, walls, pedestal-type utility enclosures, subdivision name signs, entry monuments or other vertical elements shall be kept trimmed/pruned at all times so that branches do not rub, touch become entangled in the feature.

Shrubs, vines, and groundcovers shall be kept trimmed/pruned to conform to the City of Stockton Standard Specification and Plans Drawings 9 and 9A – "Corner Sight Distance" (Attachment A).

All material generated during trimming/pruning operations become the property of the Contractor and shall be removed from the site by the end of the day it was generated. Disposal of removed plant materials, especially diseased or infested specimens, shall be done in accordance with all applicable laws, codes, regulations and these special provisions.

## 9-2.9 Vine and Groundcover Edging

Edging of vines and groundcovers shall be performed in the first full week of each month and the third week of each month. For this work, the "first full week of each month" is defined as the week which the first through the seventh day of the month falls on a Monday. The third week of the month is defined as two weeks following the first full week of the month. All sidewalks, curbs, steps, bench pads, and such similar hardscape areas shall be mechanically edged to a 1" depth and 1/4" width where they exist exposing the concrete surface. The initial edging shall be completed during the first full week of January. All edges must be maintained through duration of the contract. Edging and maintenance of edge shall use a vertical cut approach. All material dislodged by edging must be removed from the site.

<u>Volunteer Plant Material</u>: Volunteer plant material, including but not limited to shrubs, vines, trees, palms, bamboo, berries, etc., that exist because of natural or volunteer growth and have not been planted by intent as part of landscaping material shall be removed. Any of this natural or volunteer growth is to be removed in its entirety and the stump treated with herbicide to prevent re-growth.

<u>Irrigation</u>: All turf, shrubs, ground cover, and planter bed areas shall be irrigated to maintain a healthy plant appearance at all times. Water run-off or saturated/flooded areas will not be permitted. Contractor is expected to modify irrigation schedule to accommodate changes in seasons and weather conditions. The application is to be slow enough for the water to soak in rather than run off. Contractor should not wait for direction from the Contract Administrator to modify the irrigation schedule. Should City have to direct Contractor to adjust or modify the irrigation schedule, it can be considered the Contractor's lack of diligence in prosecuting the contract unless the City has provided direction to restrict watering.

<u>Fertilization</u>: Groundcover/planter areas shall be fertilized as often as necessary to maintain healthy plants. Kellogg's triple 6 (6-6-6) or approved equal, shall be applied at the rate of two pounds of actual nitrogen per 1,000 square feet. Follow all manufacturer instructions and pesticide reporting requirements (9-14.3.6).

<u>Dead Plant Material</u>: Contractor shall make a video recording of all landscaped areas prior to initial start of services. City will expect that all existing plant materials are alive at the time the contractor starts services. Contractor shall remove any dead plant material. Contractor shall report removal of dead plants and their opinion as to why the plant died to the Contract Administrator. Plants that die due to Contractor's negligence shall be replaced by Contractor with plant of same size as died, at no cost to the City. Dead flower material shall be removed as needed, with care not to remove new buds. Agapanthus: dead flower stalks shall be removed after flower fade; Day Lily: cut dead flower stalks after bloom cycle ends, clean out old leaves once each month; Society Garlic: cut dead flower stalks after bloom cycle ends, clean out old leaves once each month. In late Fall, dormant ornamental grasses shall be cut down to within 6" of the surrounding soil elevation.

<u>Annuals/Perennials</u>: At the end of each season, perennials shall be cut back to ground level after the foliage has died back. All annual flowers shall be removed if damaged by frost. The bed shall then be raked level and all debris removed and disposed of by the Contractor.

#### 9-2.10 Tree Services

Full compensation for providing tree maintenance services in this section will be considered as included in the Contractor's bid price.

The Contractor shall perform tree services in a professional manner consistent with all appropriate rules of safety and in accordance with American National Standards Institute and consistent with International Society of Arboriculture (ISA) practices.

The Contractor should inspect, upon contract award, all trees for existing damages prior to conducting any work activity in the assigned project area. Observed tree damage should be documented by Contractor in writing to the Contract Administrator no later than February 15, or 45 days from the Notice to Proceed on this contract. Contractor shall make a video log of existing tree conditions prior to start of any contract services.

Tree stakes and ties are to be observed during mowing operations for correct installation and placement. Contractor shall retie trees as necessary as part of their regular work. Contractor shall reset all loose stakes as necessary to stabilize tree.

Contractor shall remove tree stakes from all trees where the tree trunk is greater diameter than the tree stake. Prior to removing stakes, Contractor shall confirm tree can stand properly without staking. Contractor shall dispose of all stakes removed.

#### 9-2.11 Tree Inspection

Contractor shall inspect all trees after any wind (20 MPH or greater) and/or rain storms (.24 inches/hour or greater) to determine if any damage has occurred. All downed branches and limbs in maintenance areas shall be removed once each week as part of this work. Where limbs have broken from a tree within 14 feet of the ground, Contractor shall cut or remove any jagged edges at the wound. Broken or hanging branches shall be pruned/removed. Stakes shall be straightened and adjusted and broken or unsecured ties and stakes replaced or secured as necessary so that the tree trunk is in a plumb, vertical condition with supports properly secured.

Contractor shall report all observed tree damage (include photographs) to the Contract Administrator, including any tree(s) that require re-staking and observed tree damage that Contractor believes is beyond this scope of work.

Any tree 20 feet in height or less which is downed by either natural or unnatural causes shall be removed in its entirety (including stump to 18" below grade) and disposed of off-site. Prior to stump removal, Contractor shall inspect the site and report any irrigation system damage that may have been caused by the tree falling. Once irrigation system condition has been verified and agreed upon, Contractor shall grind stumps to 18 inches below grade. The resulting hole shall be filled with clean loamy soil or a homogeneous mix of 40% wood chips from the stump removal and 60% imported clean loamy soil. The hole shall be backfilled to two to three inches above the surrounding grade to allow for settling. Trees shall be removed within five working days of notice to remove. Contractor is responsible to repair any irrigation system damage resulting from tree stump removal operations.

All trees greater than 20 feet in height which are downed by natural or unnatural causes and/or all such trees which are still standing but must be removed due to disease or poor structure, may be handled by a separate contract or as extra work. The Contract Administrator shall approve all trees that are to be removed prior to performing the work.

## 9-2.12 Tree Trimming

Contractor shall trim any tree branch(es) that obstruct any traffic control sign(s) within or adjacent to site.

Contractor shall trim any tree branch(es) that obstruct any street/park lights within or adjacent to the site.

Contractor shall trim and/or remove any branch(es) over all sidewalks to provide a minimum of seven feet vertical clearance for pedestrian passage.

Contractor shall trim and/or remove any branch(es) over all roadways and parking lots to provide a minimum of 14 feet vertical clearance for vehicular passage.

Contractor shall trim all tree branches to keep 12" clear of structures, including but not limited to walls and overhangs and at least three feet clear of any lights or cameras mounted to site amenities and structures.

Contractor shall trim or remove branches as necessary to allow passage of Contractor's lawn/turf maintenance equipment.

When requested, Contractor shall trim trees, so that no branches/limbs extend over the back-up wall/fence into a resident's yard. Contractor shall take appropriate precautions so no material will fall into resident's yard/property and a reasonable attempt should be made to retrieve anything that does by contacting resident, if at home.

All trees shall be trimmed to remove dead wood, hazardous branches, weak, diseased, insect infested, broken, low or crossing limbs, suckers, water shoots and ivy. Branches with an extremely narrow angle of attachment shall be removed. Any structural weakness or decayed trunk or branches shall be reported to the Contract Administrator prior to pruning. All work shall be performed consistent with ISA practices.

On trees known to be diseased, pruning tools shall be disinfected with 10% chlorine bleach solution or sterilant after each cut and between trees where there is danger of transmitting the disease on tools. The Contractor shall dispose of diseased material off the work site. Contractor shall report diseased trees at each location on the daily maintenance checklist.

## 9-2.13 Endangered Species

Trees which have occupied nests of an endangered bird species, i.e., Swainson's Hawk, etc., shall not be pruned or disturbed until the young have permanently vacated the nest. The Contractor shall carefully examine trees to be pruned for the presence of nests with young birds prior to beginning work and shall notify the Contract Administrator of the findings and note on the daily maintenance checklist.

#### 9-2.14 Tree Wells

Tree wells in LS-A maintenance areas shall be kept weed-free at all times. Tree wells are defined as those open areas generally located in sidewalk where trees may or may not have been planted. Should Contractor use herbicides to control weeds in tree wells, all suckers shall be removed from the tree prior to treating the tree well.

In turf areas Contractor shall maintain a minimum area two feet (maximum area three feet) from the tree clear tree well/basin area around each tree that extends a minimum of two feet (maximum area three feet) from the tree.

All trees shall be irrigated to maintain a healthy and vigorous appearance at all times. Excessive water run-off or flooded tree wells will not be permitted. Contractor is responsible to adjust irrigation schedule to accommodate changes in seasons and weather conditions.

Trees shall be fertilized once per year with a balanced fertilizer such as Best Triple Pro 15-15-15 or approved equal. Contractor shall follow all manufacturer instructions for application and report chemical usage on Pesticide Report (9-14.3.6) and the daily maintenance checklist.

All trimmings and debris generated by tree maintenance service shall be removed and disposed of off-site at the end of each day's work.

**Reporting:** Each month, Contractor shall submit a Tree Service Maintenance Report with their invoice. The report shall include the number of trees serviced, their locations and the service performed, i.e. trim, remove, remove stakes, retie, fertilize, etc.

#### 9-2.15 Weed Control

Full compensation for providing weed control maintenance services in this section will be considered as included in the Contractor's bid price. All weed/plant growth in cracks, seams and/or joints of all paved areas such as sidewalks, curbs including curb gutters and catch basins adjacent to the turf area, seam between gutter and street paving, in parking lots and driveways shall be cut down to the pavement surface during the completion of each mowing cycle. Areas at and under fences that border on neighboring property shall be kept free of weeds and trash. Areas between fence lines and curbs or curb lines and areas between fence lines and roads or walkways, including tree wells, shall be kept free of weeds and trash. Play areas and areas with alternative surfacing (i.e., decomposed granite, road base, cinder/infield mix, rubber, and sand) shall be kept weed and trash-free. The use of herbicides and pre-emergent herbicides to control such growth is permitted. Herbicide usage and application must be compliant with State of California Department of Pesticide Regulations.

A regular program of pre- and post-emergent weed control shall be used as often as is necessary to keep turf areas reasonably weed free and shrubs, planters and vines entirely weed free, subject to determination by the Contract Administrator. Weeding may be done manually or by using selective herbicides or pre-emergent sprays. If sprays do not work due to weather conditions, etc., follow-up treatment or hand weeding should be performed. Non-restricted chemicals shall be used whenever possible for weed control supplemented by mechanical and/or hand removal of weeds as necessary. If the City needs to point out locations with weeds, the contractor will be deficient. Contractor shall exercise extreme care in the use of selective herbicides, so application will not damage any other plants. Should non-target turf or shrubs be damaged by Contractor's application, Contractor shall be responsible for replacement of all damaged plant material with the same plant material that is the same size as that damaged. Any herbicide application shall be in full conformance with manufacturer's directions and report chemical usage on Pesticide Report (9-14.3.6).

Contractor may use chemical or mechanical methods or a combination thereof to control weeds. Non-restricted chemicals shall be used for weed control, supplemented by mechanical and/or hand removal of all weeds as necessary.

Throughout the contract, Contractor shall actively inspect the areas of work for weed growth and shall immediately control or remove the weeds at first sign of growth. Contractor shall not expect City to notify Contractor of when action is required. The City notifying Contractor to remove/control weeds will be considered a deficiency and subject the Contractor to deficiency penalties.

Contractor is responsible for all property damages, such as those related to fire resulting from uncontrolled weed growth.

<u>Bare Soil Areas:</u> All bare soil areas and non-turf/undeveloped/unimproved areas within the street landscape maintenance areas shall be maintained clean and free of all trash, weeds, and debris.

<u>Street Landscapes:</u> All areas described in Section 10 shall be kept weed free at all times. Weeds are defined as any growth in undeveloped/unlandscaped medians; cracks/joints in sidewalk, curbs, gutters and seam between street paving and gutter; growth other than a tree in tree wells; at the seam between a wall/fence and sidewalk, mossy growth between pavers, growth in developed/landscaped planter areas that was not originally or intentionally planted as part of the landscaping, and areas adjacent to edge of pavement along improved and unimproved roadway frontages. Unimproved roadway frontages are those roadways without sidewalk but may have gutter and curb.

## 9-2.16 Integrated Pest Management

To the greatest extent practicable, the City expects the Contractor to use Integrated Pest Management practices, principals, and concepts and least toxic methods of pest control to achieve the expected/specified results. Contractor is encouraged to consult the University of California Agriculture and Natural Resources State Wide Integrated Pest Management Program at <a href="https://www.ipm.ucdavis.edu">www.ipm.ucdavis.edu</a> to determine the most effective and least toxic methods of pest control. By July 5 of each year, Contractor shall provide a written report of Integrated Pest Management practices, principals, and concepts and least toxic methods of pest control used during the previous 12 months (July 1-June 30). The report shall include a summary table showing the brand name of each material, EPA registration number, concentration and amount of material applied for the 12-month period.

The Contractor shall analyze plant problems and apply correct types and rates of fertilizers, insecticides, fungicides and herbicides.

Any insecticides, pesticides, herbicides, fungicides, and/or fertilizers used shall be applied in accordance with manufacturer's instructions. Contractor shall advise the Contract Administrator in writing prior to the application of any insecticides, pesticides, herbicides, fungicides, and/or fertilizers.

Contractor shall provide City with Safety Data Sheets for all insecticides, pesticides, herbicides, fungicides, and/or fertilizers proposed for use prior to their actual use.

Contractor is solely responsible for any damages due to Contractor's application or misapplication of insecticides, pesticides, herbicides, fungicides, and/or fertilizers.

<u>Scheduling:</u> Contractor shall provide a site-specific schedule showing where, when and what insecticides, pesticides, herbicides, fungicides, and/or fertilizers will be applied at least five working days prior to application.

**Reporting:** Each month, the Contractor shall submit a written report with their billing invoice that shall describe the application date(s), time(s) of application, location(s) of application, brand name of material, EPA registration number, concentration, application rate, and amount of material applied. Report shall be in an electronic format compatible with City software. A spreadsheet formatted in Microsoft Excel is preferred. Monthly billing invoices submitted without a report will not be paid until the report is received. Contractor must submit a report even if no insecticides, pesticides, herbicides, fungicides, and/or fertilizers were applied during the month.

Contractor shall comply with all applicable County, State or Federal regulations regarding pesticides, herbicides and fertilizers.

## 9-2.17 Irrigation System Operation and Maintenance

Full compensation for providing irrigation system operation and maintenance services in this section will be considered as included in the Contractor's bid price, unless specifically noted otherwise. Contractor is responsible for all repairs and adjustments from the exit side of the irrigation valve to the top of the sprinkler head, and flush valves for drip systems. Additional repairs shall be authorized by the Contract Administrator and charged in accordance with the price schedule for Miscellaneous Repairs and Incidentals that is part of Contractor's bid. Contractor may be asked for a proposal for repairs that are not included in this bid.

Monitoring the streetscape systems, periodic irrigation system checks and report of any damaged, broken, or malfunctioning components is also considered as included in Contractor's bid price. Contractor shall assign at least two full-time employees as irrigation supervisors for the duration of this contract, both with a Certified Landscape Technician irrigation certification through the California Landscape Contractors Association.

The irrigation systems consist of various combinations of central irrigation control, conventional irrigation controllers, solar powered controllers, valve mounted Rainbird TBOS/UNIK, splitters and doublers, and booster pumps. Contractor shall be competent with operating, checking, troubleshooting, providing routine preventative maintenance and when necessary, repairing these types of systems.

The City and Contractor may have remote monitoring and adjustment capabilities for some irrigation control systems. However, the Contractor is required to monitor the field system for proper operation and is required to monitor valve run times and make recommendations to the City for timing adjustments. The Contractor will view a report of alarms daily, and the Contractor shall investigate and provide a report of what is found. Investigation of the alarm and providing a report of what was found shall be considered part of normal service to be provided by Contractor. Contractor may be asked to perform needed repairs. Contractor is to provide a one-year warranty on all irrigation repairs.

## **Maintenance and Repairs**

Contractor is responsible for all routine (normal wear and tear) repairs (including materials) and adjustments from the lateral line to the top of the sprinkler head, and flush valves for drip systems. Additional irrigation repairs shall be authorized by the Contract Administrator and charged at the time and materials rate.

During normal maintenance operations for all areas (regardless of the type of irrigation control system), the contractor shall constantly watch for possible irrigation system anomalies or needed repairs (monitoring the systems), such as areas being too wet or too dry, water runoff into the gutters, missing sprinklers, stuck valves, dead batteries, etc. The contractor should perform a periodic system check as deemed appropriate (no less than once per month, and more often if the Contract Administrator deems necessary or site conditions warrant) to minimize water waste

and assure healthy landscaping. A system check includes activation of all remote-control valves and booster pumps, adjusting sprinklers heads and nozzles so water is delivered appropriately to the landscape with a minimum of overspray onto hard surfaces, sidewalks and streets. Contractor is responsible for all required battery replacements. All irrigation systems shall be tested and inspected at least once per month in accordance with the following requirements:

- 1. All systems shall be adjusted to provide adequate coverage of all landscape areas and to prevent excessive water run-off, erosion and watering of roadways.
- 2. Any observed malfunctions, damage, and obstructions to the irrigation system shall be recorded and corrective action taken.
- 3. In addition to monthly testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported. Monthly testing does not preclude regular system monitoring and proper water saving practices.

## 9-2.17.1 Adjustment, damage and repairs

- All sprinkler heads shall be adjusted to maintain proper coverage. Adjustment shall include actual adjustments to heads, cleaning and flushing heads and lines, and removal of obstructions.
- 2. All damage resulting from the Contractor's operations shall be repaired or replaced at the Contractor's expense prior to the end of the workday.
- 3. The Contract Administrator may consider waiving these repair/replacement expenses on a case by case basis if justified by Contractor, but generally repairs for causes other than the Contractor's operations or as required for normal maintenance operations will be paid for as follows:
  - a. Minor irrigation system repairs shall include the adjustment in height and direction of the irrigation heads, lateral line repairs, valve repairs, replacement of spray nozzles, washers, broken risers, solenoids and other small parts. Minor repairs shall be made as they are encountered and/or upon request by the Contract Administrator at no extra charge.

Full compensation for all adjustments and for providing minor irrigation system repairs shall be considered as included with the stated monthly contract prices.

b. Major repairs shall include, but are not limited to, accidents, vandalism, mainline repairs, replacement of solenoids, diaphragms and valves, height adjustments to valve boxes and quick couplers, and repairs to irrigation wires. These will be paid based on the schedule of values or on a quoted time and materials basis.

## 9-2.17.2 Winter System Check

A winter system check of shall be completed for all sites by January 31. System check includes activation of all valves/remote control valves, pumps, repair breaks and equipment malfunctions and adjusts sprinkler heads and nozzles so that water is delivered appropriately to the landscape. An itemized report of all extra costs by site, and overall total cost to repair shall be provided by February 15 for any irrigation deficiencies throughout this project. The report shall include a description of the problem, location and extent of the damage and a materials list for each site. Should the system not be operating properly, Contractor shall notify the Contract Administrator. Full compensation for providing these winter and monthly irrigations checks will be considered as included in the contract price. Contract Administrator will then direct Contractor to proceed with the repairs as appropriate. Cost for repairs shall be in accordance with Contractor's contract unit prices and supplemental price schedule, when necessary.

Contractor shall provide a schedule of winter irrigation systems tests showing the location, day of the week and approximate time of day each system will be tested.

Irrigation systems at all locations shall be fully operational by March 1 every year. City will advise contractor of actual start date.

## 9-2.17.3 Watering Times

The Contractor should verify watering times are scheduled so that no irrigation occurs between the hours of 6 a.m. and 10 p.m. Any observed watering outside of this schedule is a deficiency and must be corrected by Contractor.

Any vandalism of the irrigation system shall be reported to the Contract Administrator.

Irrigation system and controller operation shall be regularly monitored and controlled/adjusted to prevent over-spray, excessive run-off, pooling, ponding, saturated areas, underwatering and overwatering. All planted areas shall follow a planned watering schedule differing only as required by the season of the year. The Contractor shall adjust and improve the schedule per weather conditions and season and should not wait for direction from the Public Works Department. Contractor shall advise the Contract Administrator via email when changes are made to the watering schedule and the Central Irrigation Control System (run time adjustments, etc.). Valve run time adjustments to the Central Irrigation Control system schedule shall be recorded.

If City requests changes to irrigation programming/scheduling, Contractor shall comply with the request at no added cost. The Contractor is expected to regularly monitor and adjust the irrigation system as part of regular service and not rely on the City to provide direction. If the City continually must direct/ask the Contractor to monitor and adjust the irrigation system, this can be considered a deficiency and may be considered grounds for terminating the contract. Contractor shall ensure controllers are set to the proper time which includes adjusting the controllers for the beginning and end of daylight savings time. Controllers that are not set to the correct time shall be considered deficient.

# 9-2.17.4 Seasonal Water Adjustments

Contractor shall adjust the water budget considering the season of the year. From November 1 to February 28, irrigation controllers should be turned off. From March 1 through October 31, irrigation should run 4-5 days a week or as needed to keep landscape healthy, green and thriving. Controller run times should be adjusted by percent depending on seasonal weather conditions. An example adjustment schedule would be 50% for March, 65% for April, 80% for May, 100% for June, 100% for July, 90% for August, 70% for September, 40% for October. Controllers without percent adjustment capabilities should be adjusted by turning on or turning off watering days. Contractor shall adjust as necessary depending on weather conditions and subject to approval by the City. City budget restrictions or other external factors may prompt City requests of the contractor to make additional adjustments; all considered to be a part of normal service to be provided by the Contractor.

Contractor may be asked to temporarily turn off the irrigation at a location to accommodate a special event. Temporary adjustments to irrigation controller operation shall be considered part of normal service to be provided by Contractor. Whenever possible, the Contractor will be advised in writing regarding the date(s) irrigation is to be suspended and the date to resume normal irrigation.

#### 9-2.18 Pump Maintenance

Contractor shall perform the following services on booster pumps at the frequencies specified as part of normal maintenance service and provide a report of booster pump services performed that month when submitting monthly billing invoice:

# Monthly: March through October

- 1. Perform a visual examination of the system and check for obvious problems such as leaks, illuminated alarm lights, pump cycling or operating with no demand in the field, discoloration in cable, wire and/or connectors, electrical components not functioning, ventilation fan not operating, station cover not secured or locked.
- 2. Perform a functional check looking/listening for pump or motor vibration, unusual noises from pump or motor that may indicate bearings needing lubrication or beginning to fail or pump cavitation, loose connections.
- 3. Make sure all valves are in proper positions.
- 4. Clean and remove all debris from inside enclosure.
- 5. Clean all filters.
- 6. Check all pump settings.
- 7. Check to make sure all safety guards are in place and secure.
- 8. Operate all valves for the full length of travel at least once and return to normal operational settings.
- 9. Lubricate pump bearings, check motor oil and blow out/clean pump area/enclosure.
- 10. Note tasks performed in log book.
- 11. Return all components to normal operational settings.
- 12. Upon completion of service, lock pump enclosure or building in which pump is located.

#### Winterize: Perform between November 15-30

- 1. Turn electrical disconnect to the "Off" position and secure with a padlock.
- 2. Operate all valves for the full length of travel at least once.
- 3. Close inlet valve to pump, open bypass valves and drain pump case.
- 4. Note tasks performed in log book.
- 5. Upon completion of service, lock pump enclosure or building in which pump is located.

#### **Spring Start-up:** Perform between February 15-28

- 1. Visually check system for damage.
- 2. Operate all valves for the full length of travel at least once.
- 3. Set isolation and bypass valves to proper positions for pump operation.
- 4. Check and tighten all electrical connections.
- 5. Perform all visual and manual inspections and cleanings as for regular monthly service.
- 6. Turn electrical disconnect to the "On" position and secure with a padlock.
- 7. Once pump is charged with water, start pump by operating irrigation system and check for leaks.
- 8. Note tasks performed in log book.
- 9. Upon completion of service, lock pump enclosure or building in which pump is located.

**Reporting**: Contractor shall provide a report of booster pump services performed once each month with their billing invoice.

#### 9-2.19 Bare Soil Areas/Undeveloped Areas

Bare soil areas include, but are not limited to, areas such as the west side of the PGE Easement/Greenbelt north of William Moss in the Weston Ranch maintenance area, the Mosher Buffer area and the west side of the masonry fence north of Morada Lane in the La Morada maintenance area, and baseball infields and base paths. No weed growth of any type will be allowed in these types of bare soil and undeveloped areas at any time.

<u>Vegetation Control</u>: Vegetation in undeveloped parts of any assigned streetscapes and at undeveloped sites shall be kept to a height of four inches or less at all times. Mechanical or chemical means may be used to control growth of vegetation.

# 9-2.20 Masonry Fences/Back-Up Walls

Masonry fences/wood fences/walls which area separating areas to be maintained from adjoining private property which are damaged, or which require repair, graffiti removal, repainting, etc., shall be reported to the Contract Administrator. Repair, graffiti removal, repainting, etc., of masonry fences/wood fences/walls is considered an excluded service unless the damage was caused by Contractor's actions. If damage is a result of Contractor's actions, Contractor shall arrange and pay for repairs.

#### 9-2.21 Rodent Control

Contractor shall notify the Contract Administrator on the daily maintenance checklist upon noticing evidence of rodents and will fill holes that develop between treatments.

## 9-2.22 Graffiti Abatement – Paint Out and/or Removal and Reporting

Once each week, Contractor shall abate graffiti from all irrigation controller cabinets, backflow prevention device enclosures, electrical pedestals for irrigation controllers, and irrigation booster pump enclosures (all "Cabinets") within maintenance areas. Graffiti shall be removed from stainless steel and unpainted aluminum cabinets. Cabinets that are currently painted green shall have the graffiti abated by painting over with an exterior satin acrylic paint, color to be Kelly Moore "Green Thumb" or approved comparable color. Cabinets that are currently painted tan/light brown shall have the graffiti abated by painting over with an exterior satin acrylic paint, color to be Kelly Moore "Graystone" or approved comparable color. Alternate colors must be approved by City prior to use.

Once each week, Contractor shall report graffiti on all other locations such as walls, site furnishings such as benches, trash receptacles, and play equipment within the maintenance area to Contract Administrator. Contractor is not expected to abate graffiti from these improvements, but it is essential that vandalism be reported.

## 9-2.23 Empty Trash Receptacles and Litter/Debris Removal

Litter/debris removal means the collection and proper disposal of all debris including but not limited to paper, cans, bottles, broken glass, rocks, trash, broken limbs, and all fallen leaves, excrement and needles (regardless of whether the debris are a result of any maintenance activity). This also includes any other material or debris that is not part of the landscaping and any such dumped items small enough to fit in the bed of a pickup. Removal of litter/debris includes the sweeping or blowing off of all hard surface areas within the project area such as sidewalks and driveways.

All litter/debris collected must be removed from the project area by the end of the work day in which it was collected. With each month's billing, Contractor shall report in spreadsheet form substantially similar to Attachment B showing the amount of material disposed and the location at which it was disposed. Spreadsheet shall be transmitted electronically. A template will be available by request after contract award.

Any debris/material in the project area that is larger or beyond the scope of this contract should be reported as soon as possible to the Contract Administrator. Information should be submitted on maintenance checklists, but a phone call or e-mail regarding the problem may be sent prior to monthly billing so that a timely response can be made.

<u>Frequency:</u> Once each week Contractor shall collect, remove and properly dispose of all litter and debris from all landscaped areas, medians whether or not those medians are landscaped, and open space areas and shall empty all trash cans/receptacles within the maintenance area. Contractor shall place a new bag/liner in the trash cans/receptacles once each week. If a maintenance area/site includes turf that requires mowing, litter/debris removal and emptying of trash receptacles and replacing liners shall occur on the day the maintenance area/site is mowed.

If no mowing required at the maintenance area/site, the Contractor shall specify a day on which all trash/litter/debris shall be removed. All litter/debris, etc. shall be removed from the entire maintenance area on one work day. For example, the La Morada maintenance area (Attachment E) does not have any areas that require mowing. Contractor must remove all trash/litter/debris from the entire area the same day each week. Contractor shall collect, remove and properly dispose of all litter and debris from areas between the back-up wall/fence to the seam between the gutter and street paving and all medians. At no time shall Contractor store any trash, litter, debris at any maintenance area. Upon completion of task, the area shall be clear of all trash/litter/debris.

## 9-2.24 Clean and Disinfect Drinking Fountains

Areas to be cleaned include all orifices and the drain of the fountain. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other evidence of soil. Drain shall be free flowing. Contractor shall notify the City if fountain is not working.

<u>Frequency</u>: Each Friday Contractor shall clean and disinfect all drinking fountains with a quadtype disinfectant.

## 9-2.25 Play Equipment/Fall Surfacing Inspection

Play equipment shall be inspected to insure it is in proper working order with no worn, damaged or broken parts. If worn, damaged or broken parts are discovered, Contractor shall immediately secure the site to prevent anyone from using the affected piece of equipment. Contractor shall then notify the Contract Administrator.

Contractor shall inspect fall surfacing daily to ensure there is no injurious material in the surfacing. All foreign material shall be removed from the fall surfacing. Contractor shall rake fall surfacing daily back into areas where it has been pushed out or moved – typically at the ends of slides and under swings. This should result in the entire surface of the fall surfacing material being a smooth, level, even thickness across the play area. Contractor shall notify Contract Administrator if additional surfacing material is needed by email and on the daily maintenance checklist.

Street Landscape: There is a play area in the PGE Easement/Greenbelt area between McDougald Boulevard and Manthey Road (Section 10-1.2, Item 23) in the Weston Ranch maintenance area. This project also includes an open space area with a play lot between 2335 Wave Crest Lane and 2419 Wave Crest Lane (Section 10-1.4, Item 27). Play equipment and fall surfacing shall be inspected and raked daily.

## 9-2.26 Cleaning Supplies/Caution Signs

Contractor shall provide all equipment and cleaning supplies and products as necessary to accomplish the services required by this contract. Contractor shall display prominent caution signs when performing cleaning tasks which may cause hazardous conditions. These signs shall always be used during normal working hours when Contractor is creating wet or slick surfaces on which people may stand or walk.

#### 9-2.27 Site Furnishings

Once each month Contractor shall wash all site furnishings such as tables and benches, trash can enclosures, play equipment, etc. At completion of washing, site furnishings shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil. Contractor shall not use any detergents or solvents which are detrimental to the landscaping or site furnishings. Contractor shall provide a schedule of when this task will be performed at each maintenance area.

#### 9-2.28 Site Structures

Site structures, such as pump enclosures, utility buildings, and shade structures, shall be washed off once a month or as needed if they are found in grimy or unacceptably dirty condition. At completion of washing, site structures shall have a clean, uniform appearance, free of streaks, spots, spider webs and other evidence of soil. Contractor shall take all necessary precautions to prevent damage to the structures during washing including preventing water from entering structure. At the completion of washing, all dust, dirt, lint, litter, spider webs, etc., from all walls, sills, ledges, ceilings, etc., is expected to be removed. Contractor shall not use any detergents or solvents which are detrimental to the landscaping or site structures. Contractor shall provide a schedule of when this task will be performed at each maintenance area.

#### 9-2.29 Paved Areas/Hard Surface Areas

Once each month (or as needed if they are found in grimy or unacceptably dirty condition) all paved/hard surface/concrete areas, such as picnic areas, areas around play equipment, parking lots and areas under and around tables and benches, shall be washed off. At completion of washing, the paved/hard surface/concrete areas shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil and/or debris. Contractor shall not use any detergents or solvents which are detrimental to the landscaping or paved areas/hard surface areas. Contractor shall provide a schedule of when this task will be performed at each maintenance area.

#### 9-2.30 Hard Surface Game Court Areas

Hard surface game court areas include, but are not limited to, tennis, handball, and basketball. Game courts shall be swept/blown off once each week and washed off once each month. Dedicated hard surface court areas shall be washed off during the fourth week of each month. At the completion of sweeping/blowing off the courts the court surface shall be clear of all loose debris. At completion of washing, the game courts have a clean, uniform appearance, free of streaks, spots, and other evidence of soil and/or debris. No standing water shall be left on the court surface. Contractor shall not use any detergents or solvents which are detrimental to the landscaping or game court surfacing or striping. Contractor shall provide a schedule of when this task will be performed at each maintenance area.

#### 9-2.31 Basketball Net/Tennis Net Replacement

Each day contractor is at sites with tennis and basketball courts, it should be noted if basketball nets or nets on tennis courts are present and in usable condition. Contractor shall tighten nets as necessary. Contractor shall notify the Contract Administrator if nets are missing or damaged. Contractor shall install/replace nets. The City will provide nets.

## 9-2.32 Restock Mutt Mitt Dispensers

Each Friday, Contractor shall restock pet waste bag dispensers. City will provide pet waste bags.

# 9-2.33 Lighting

Contractor shall visually inspect the lights at each maintenance area at each service. Lights that are not working shall be reported to the Contract Administrator. Contractor shall be alert to any signs of wire theft such as loose or missing handhole covers and/or pull box lids that are ajar or missing. When signs of wire theft are discovered, Contractor shall report the locations of the disturbed areas to the Contract Administrator.

## 9-3 BID ITEM B: FULL LANDSCAPE SERVICE - B (LS-B)

Contractor shall perform the tasks in Section 9-3 as applicable to each service area designated **LS-B.** Service area is between backup wall/fence and seam between pavement and gutter or from gutter to gutter for medians, unless described otherwise. These are similar tasks to Full Landscape Service - A (LS-A) except shrub and vine trimming is restricted to three times annually, in April, August and November, and there are less tree services.

#### 9-3.1 Turf Maintenance

Contractor shall mow all turf once each week from March 1 to October 31. From November 1 to February 28 turf shall be mowed once every two weeks. Mowing shall be performed on the same day each week. First mowing shall be completed by January 14 or within 14 calendar days of notice to proceed. When frequency is reduced (November 1-February 28) there will be no less than seven calendar days or more than fourteen calendar days between mowings unless directed and approved by the Contract Administrator.

Any mowing missed due to inclement weather or wet ground conditions shall be rescheduled and completed within three workdays on the weekly schedule and within seven calendar days during the every-two-week schedule. Contractor must notify City if mowing is rescheduled.

Contractor shall refrain from mowing if site conditions are such that turf may be damaged (saturated with water, standing water present or if turf is covered with frost). If site conditions are such that mowing needs to be suspended, Contractor shall notify City. Contractor shall provide a written explanation why turf is saturated. This shall be noted in an e-mail and in the weekly Quality Control summary and daily maintenance checklists and forwarded to the City as soon as possible. Mowing within any saturated area(s) shall be postponed until the excess water has drained, infiltrated or evaporated (may be subject to determination by Contract Administrator). Contractor shall use other means as necessary to trim turf in areas that are saturated for two weeks or longer, if mower access would rut turf. If turf is covered with frost, Contractor shall wait until later in the day to mow when the turf is frost free.

Prior to each mowing Contractor shall remove all trash, litter and debris from the entire turf area, (regardless of whether the debris is a result of any maintenance activity) and any other material or debris that is not part of the landscaping. Trash and litter includes, but is not limited to, paper, cans, bottles, broken glass, rocks, trash, broken limbs less than six inches in diameter, and fallen leaves and needles. All trash and litter collected becomes the property of the Contractor and shall be disposed of by the Contractor at an appropriate off-site location (not at any City facility). Any trash and litter cut or broken during mowing or other maintenance, shall be completely removed immediately prior to proceeding with the maintenance of other areas/sites.

Turf shall not be allowed at any time to grow taller than 3", nor at any time be cut shorter than 2 inches, unless noted differently for specific sites (no-mow areas, etc.). Depending on the site conditions and length of the grass at the time of mowing, Contractor shall adjust the cutting height so that no more than one third (1/3) of the grass height is removed in a single mowing, unless directed otherwise by the Contract Administrator. Scalping, scraping or crown damage to the turf will not be permitted. Equipment must be operated at a speed to provide the optimal desired cut designated by the standards required in this document or by the Public Works Department.

Mowing patterns shall be alternated each week. Mower blades shall be kept sharp and produce a clean cut. Equipment that results in torn grass blades with ragged edges is unacceptable.

Removal of cut grass from the turf area is not required. Upon completion of mowing, the clippings in the mowed area shall be evenly dispersed and the mowed area shall be free of clumped grass. If the mowing leaves clumped grass, Contractor shall collect the grass before moving on to another area. Double cutting will be permitted in lieu of collecting the clippings if it will eliminate the clumping. Cut grass and debris which falls or is thrown by equipment upon the street pavement, gutter, curb, sidewalks, driveways, planter areas, ground cover areas, tree wells, or adjacent properties shall be removed from the area prior to the exit of the work crew from the immediate work site. Under no circumstances shall Contractor blow any debris into the street and/or gutter and allow it to remain.

Contractor shall use caution when mowing over and/or around existing grade level enclosures, utility vaults, irrigation heads, valve boxes, etc. or other features and plants and trees within the turf area. If the mower damages any such features, the Contractor shall promptly notify the Contract Administrator and repair the damage to the satisfaction of the Contract Administrator.

Contractor shall keep turf mowed/trimmed in such a manner and at such height that at the completion of mowing/trimming, the turf does not interfere with the operation of the irrigation system.

<u>Reporting</u>: Contractor shall inspect turf at each mowing to ensure the turf is in good health, without dry or saturated areas, consistently green, and free of weeds and voids. A report of turf conditions shall be included on the daily maintenance checklist.

#### 9-3.2 Turf Aeration

Lawn/turf areas shall be aerated once a year utilizing core aeration method. Cores may be left on turf provided they are evenly dispersed throughout the turf area. Aeration shall occur between October 15 and November 15. Contractor is responsible to repair any irrigation system damage caused by aeration. Contractor shall provide schedule of dates each area will be aerated to City by October 1. A final completion of aeration report should be submitted by November 21 of each year and aeration activity should also be noted on the daily maintenance checklist.

#### 9-3.3 Turf Trimming

Turf trimming shall be performed concurrently with mowing operations. Turf around/surrounding all structures, such as trees, poles, tables, signs, fences, and shrub beds are to be trimmed closely, at the same height as larger areas of turf. Special care shall be given to trimming around trees as not to inflict damage to the bark of the trees. All trimming shall be accomplished maintaining the required cutting height. Trimming can be reduced by chemical edging, with prior approval of the assigned Contract Administrator. Do not "dish out" ground around sprinkler heads, valve boxes, electrical pull boxes or the like.

## 9-3.4 Turf Edging

Edging shall be performed in the first full week of each month and the third week of each month. For the purpose of this work, the "first full week of each month" is defined as the week which the first through seventh day of the month falls on a Monday. The third week of the month is defined as two weeks following the first full week of the month. All sidewalks, curbs, steps, bench pads, and such similar hardscape areas shall be mechanically edged to a 1" depth and 1/4" width where they exist exposing the concrete surface. The initial edging shall be completed with the first trimming. All edges must be maintained through duration of the contract. Edging and maintenance of edge shall use a vertical cut approach. All material dislodged by edging must be removed from the site.

# 9-3.5 Turf Fertilization

Contractor shall fertilize all turf areas two times a year, in March and October. Fertilizer shall be complete balanced granular type fertilizer, such as Best Turf Supreme 16-6-8, or an approved equal, using one pound of nitrogen per 1,000 square feet and in accordance with manufacturer's application instructions and reporting requirements (9-14.3.6). Fertilized areas shall be thoroughly watered immediately after fertilizer is broadcast. Burning due to fertilization shall be considered property damage and shall be corrected by the Contractor at no extra cost to the City. Contractor shall submit a report of the sites fertilized and amount of material applied at each site with each monthly invoice.

#### 9-3.6 Weed Control

A regular program of pre- and post-emergent weed control shall be used as often as is necessary to keep turf areas a minimum of ninety percent (90%) free of weeds. Weeding may be done manually or by using selective herbicides or pre-emergent sprays. Non-restricted chemicals shall be used whenever possible for weed control supplemented by mechanical and/or hand removal of weeds as necessary. Contractor shall exercise extreme care in the use of selective herbicides, so application will not damage any other plants. Should non-target turf or shrubs be damaged by Contractor's application, Contractor shall be responsible for replacement of all damaged plant material with the same plant material that is the same size as that damaged. Any herbicide application shall be in full conformance with manufacturer's directions and report chemical usage on Pesticide Report (9-14.3.6).

Areas at and under fences within a site or one that borders on neighboring property shall be kept free of weeds. Areas between fence lines and curbs or curb lines and areas between fence lines and roads or walkways, including tree wells, shall be kept free of weeds and trash.

All weed/plant growth in cracks, seams and/or joints of paved areas such as sidewalks, parking lots, curbs including curb gutters and catch basins adjacent to the turf area, seam between gutter and street paving, and driveways shall be cut down to the pavement surface during the completion of each mowing cycle. The use of herbicides to control such growth is also permitted. Herbicide usage must follow State of California Department of Pesticide Regulations.

All bare soil areas and non-turf/undeveloped/unimproved areas at each location and within adjacent parking lots shall be maintained clean and free of all trash, weeds, and debris.

#### 9-3.7 Shrubs, Vine, Groundcover, And Shrub/Flower/Planter Bed Maintenance

Contractor shall keep the shrubs, vines, groundcover, and shrub/flower/planter beds in an attractive, desirable, neat, trim and weed-free appearance through (but not limited to) continual and regular trimming and pruning of the shrubs, vines and groundcovers, regular operation and adjustment of the irrigation system, and weed removal/control. Contractor is expected to provide the highest level of quality in maintenance compatible with standard horticultural practices and modern techniques accepted by the industry. All pruning should be noted on the daily maintenance checklist.

Contractor is encouraged to use growth regulators and pre-emergent herbicides. Contractor shall obtain permission from the Contract Administrator prior to use. Contractor shall submit a written request describing the areas to be treated and the name and concentration of the material to be used. Use shall also be reported on the monthly pesticide report.

Contractor shall maintain all shrub, vine, groundcover, and planter and flower beds in a weed-free state at all times. Weeds shall be removed at the first sign of growth using proper horticultural techniques and weeding tools so that desirable plant material is not damaged. Contractor shall remove/destroy/kill all weeds within the areas to be maintained and from adjoining sidewalk, curb and gutter of the areas maintained.

Shrubs shall be kept trimmed/pruned at all times to at least six inches behind the back of all sidewalks and curbs, at least six inches from any header board or concrete mow band defining a shrub or planter bed, at least six inches from the face of any masonry fence/back-up wall, and six inches below the top of any fence/back-up wall. Shrubs in median islands shall be kept trimmed to at least six inches from any curb or median curb and shall not be allowed to grow higher than thirty inches above the median curb. Shrubs shall be kept trimmed so they do not extend into any vehicular travel lane – either in a parking lot or surface street - at any time. All trimming/pruning shall conform to the Western Chapter of the International Society of Arboriculture standards.

Vines growing on fences/back-up wall shall be kept trimmed at all times to the bottom of the capstone of the fence/back-up wall, or if there is no capstone, kept trimmed to six inches below the top of any fence/back-up wall. Creeping fig shall be kept trimmed at all times, so it does not extend more than three inches from the face of fence/back-up wall. Boston Ivy shall be trimmed in the winter once all leaves have dropped so it does not extend more than three inches from the face of fence/back-up wall. Vines shall not be allowed to grow into the adjacent ground cover, shrubs, trees or any other plant material.

Groundcover shall be kept trimmed so it does not extend over sidewalks, pathways, and curbs or designated planting areas, including but not limited to those differentiated by headers or mow bands. Groundcover shall be kept trimmed six inches back from hard surfaced materials, header boards, and utility and equipment enclosures. Groundcover shall be kept trimmed one foot from the base of all shrubs and trees. Groundcover shall be kept trimmed to a maximum height of eight inches or the height of the sprinklers irrigating the ground cover, whichever is less, and so the groundcover does not interfere with the operation of the irrigation system. This may result in the ground cover being kept to less than eight inches. Ground cover shall be 'rounded over' to

the back edge of the sidewalk or may be cut at a 45-degree angle away from the sidewalk so the groundcover will not interfere with the operation of the irrigation system.

# 9-3.8 Trimming/Pruning

The Contractor shall prune all shrubs/vines/groundcovers in the months of April, August and November. The November pruning will be standard pruning, unless City chooses Alternative Bid 7 (Section 9-9.6). All pruning should be noted on the daily maintenance checklist.

Contractor shall proceed through an area in an orderly manner so as not to leave a 'checkerboard' appearance during trimming.

Shrubs, vines, and groundcover shall be kept trimmed so they do not at any time interfere with the operation of the irrigation system.

Shrubs, vines and groundcover shall be kept trimmed at all times to maintain a clear path to any feature requiring routine access, such as irrigation controller cabinets, water meter boxes, backflow prevention assembly enclosures, booster pump enclosures, and above ground utility cabinets and ground level vaults that belong to utility companies. Shrubs, vines and groundcover planted adjacent to fences, building, walls, pedestal-type utility enclosures, subdivision name signs, entry monuments or other vertical elements shall be kept trimmed/pruned at all times so that branches do not rub, touch become entangled in the feature.

Shrubs, vines, and groundcovers shall be trimmed/pruned to conform to the City of Stockton Standard Specification and Plans Drawings 9 and 9A – "Corner Sight Distance" (Attachment A).

All material generated during trimming/pruning operations become the property of the Contractor and shall be removed from the site by the end of the day it was generated. Disposal of removed plant materials, especially diseased or infested specimens, shall be done in accordance with all applicable laws, codes, regulations and these special provisions.

# 9-3.9 Vine and Groundcover Edging

Edging of vines and groundcovers shall be performed in the first full week of each month and the third week of each month. For this work, the "first full week of each month" is defined as the week which the first through the seventh day of the month falls on a Monday. The third week of the month is defined as two weeks following the first full week of the month. All sidewalks, curbs, steps, bench pads, and such similar hardscape areas shall be mechanically edged to a 1" depth and ½" width where they exist exposing the concrete surface. The initial edging shall be completed during the first full week of January. All edges must be maintained through duration of the contract. Edging and maintenance of edge shall use a vertical cut approach. All material dislodged by edging must be removed from the site.

<u>Volunteer Plant Material</u>: Volunteer plant material, including but not limited to shrubs, vines, trees, palms, bamboo, berries, etc., that exist due to natural or volunteer growth and have not been planted by intent as part of landscaping material, shall be removed. Any of this natural or volunteer growth is to be removed in its entirety and the stump treated with herbicide to prevent re-growth.

Irrigation: All turf, shrubs, ground cover, and planter bed areas shall be irrigated to maintain a healthy plant appearance at all times. Water run-off or saturated/flooded areas will not be permitted. Contractor is expected to modify irrigation schedule to accommodate changes in seasons and weather conditions. The application is to be slow enough for the water to soak in rather than run off. Contractor should not wait for direction from the Contract Administrator to modify the irrigation schedule. Should City have to direct Contractor to adjust or modify the irrigation schedule, it can be considered the Contractor's lack of diligence in prosecuting the contract unless the City has provided direction to restrict watering.

<u>Fertilization</u>: Groundcover/planter areas shall be fertilized as often as necessary to maintain healthy plants. Kellogg's triple 6 (6-6-6) or approved equal, shall be applied at the rate of two pounds of actual nitrogen per 1,000 square feet. Follow all manufacturer instructions and pesticide reporting requirements (9-14.3.6).

<u>Dead Plant Material</u>: Contractor shall make a video recording of all landscaped areas prior to initial start of services. City will expect that all existing plant materials are alive at the time the contractor starts services. Contractor shall remove any dead plant material. Contractor shall report removal of dead plants and their opinion as to why the plant died to the Contract Administrator. Plants that die due to Contractor's negligence shall be replaced by Contractor with plant of same size as died, at no cost to the City. Dead flower material shall be removed as needed, with care not to remove new buds. Agapanthus: dead flower stalks shall be removed after flower fade; Day Lily: cut dead flower stalks after bloom cycle ends, clean out old leaves once each month; Society Garlic: cut dead flower stalks after bloom cycle ends, clean out old leaves once each month. In late Fall, dormant ornamental grasses shall be cut down to within 6" of the surrounding soil elevation.

<u>Annuals/Perennials</u>: At the end of each season, perennials shall be cut back to ground level after the foliage has died back. All annual flowers shall be removed if damaged by frost. The bed shall then be raked level and all debris removed and disposed of by the Contractor.

#### 9-3.10 Tree Services

Full compensation for providing tree maintenance services in this section will be considered as included in the Contractor's bid price. The Contractor shall perform tree services in a professional manner consistent with all appropriate rules of safety and in accordance with American National Standards Institute and consistent with International Society of Arboriculture (ISA) practices.

The Contractor should inspect, upon contract award, all trees for existing damages prior to conducting any work activity in the assigned project area. Observed tree damage should be documented by Contractor in writing to the Contract Administrator by February 16 or 45 days after Notice to Proceed on this contract. Contractor shall make a video log of existing tree conditions prior to start of any contract services.

Tree stakes and ties are to be observed during mowing operations for correct installation and placement. Contractor shall retie trees as necessary as part of their regular work. Contractor shall reset all loose stakes as necessary to stabilize tree.

Contractor shall remove tree stakes from all trees where the tree trunk is greater diameter than the tree stake. Prior to removing stakes, Contractor shall confirm tree can stand properly without staking. Contractor shall dispose of all stakes removed.

# 9-3.11 Tree Inspection

Contractor shall inspect all trees after any wind (20 MPH or greater) and/or rain storms (.24 inches/hour or greater) to determine if any damage has occurred. All downed branches and limbs in maintenance areas shall be removed once each week as part of this work. Where limbs have broken from a tree within 14 feet of the ground, Contractor shall cut or remove any jagged edges at the wound. Broken or hanging branches shall be pruned/removed. Stakes shall be straightened and adjusted and broken or unsecured ties and stakes replaced or secured as necessary so that the tree trunk is in a plumb, vertical condition with supports properly secured. Contractor shall report all observed tree damage (include photographs) to the Contract Administrator, including any tree(s) that require re-staking and observed tree damage that Contractor believes is beyond this scope of work.

Any tree 20 feet in height or less which is downed by either natural or unnatural causes shall be removed in its entirety. Contractor is responsible to repair any irrigation system damage resulting from contractor tree removal operations.

All trees greater than 20 feet in height which are downed by natural or unnatural causes and/or all such trees which are still standing but must be removed due to disease or poor structure, may be handled by a separate contract or as extra work. The Contract Administrator shall approve all trees that are to be removed prior to performing the work.

#### 9-3.12 Tree Trimming

Contractor shall trim any tree branch(es) that obstruct any traffic control sign(s) and traffic signals within or adjacent to site.

Contractor shall trim any tree branch(es) that obstruct any street lights within or adjacent to the site.

Contractor shall trim and/or remove any branch(es) over all sidewalks to provide a minimum of seven (7) feet vertical clearance for pedestrian passage.

Contractor shall trim and/or remove any branch(es) over all roadways and parking lots to provide a minimum of 14 feet vertical clearance for vehicular passage.

Contractor shall trim all tree branches to keep 12" clear of structures, including but not limited to walls and overhangs and at least three feet clear of any lights or cameras mounted to site amenities and structures.

Contractor shall trim or remove branches as necessary to allow passage of Contractor's lawn/turf maintenance equipment.

## 9-3.13 Endangered Species

Trees which have occupied nests of an endangered bird species, i.e., Swainson's Hawk, etc., shall not be pruned or disturbed until the young have permanently vacated the nest. The Contractor shall carefully examine trees to be pruned for the presence of nests with young birds prior to beginning work and shall notify the Contract Administrator of the findings and note on the daily maintenance checklist.

#### 9-3.14 Tree Wells

Tree wells in LS-B maintenance areas shall be kept weed-free at all times. Tree wells are defined as those open areas generally located in sidewalk where trees may or may not have been planted. Should Contractor use herbicides to control weeds in tree wells, all suckers shall be removed from the tree prior to treating the tree well.

In turf areas Contractor shall maintain a minimum area two feet (maximum area three feet) from the tree clear tree well/basin area around each tree that extends a minimum of two feet (maximum area three feet) from the tree.

There are three alternate bids for tree well areas (Sections 9-9.2 through 9-9.4) (Bid Alternate 8.a for LS-A only)

All trees shall be irrigated to maintain a healthy and vigorous appearance at all times. Excessive water run-off or flooded tree wells will not be permitted. Contractor is responsible to adjust irrigation schedule to accommodate changes in seasons and weather conditions.

Trees shall be fertilized once per year with a balanced fertilizer such as Best Triple Pro 15-15-15 or approved equal. Contractor shall follow all manufacturer instructions for application and report chemical usage on Pesticide Report (9-14.3.6) and the daily maintenance checklist.

All trimmings and debris generated by tree maintenance service shall be removed and disposed of off-site at the end of each day's work.

**Reporting:** Each month, Contractor shall submit a Tree Service Maintenance Report with their invoice. The report shall include the number of trees serviced, their locations and the service performed, i.e. trim, remove, remove stakes, retie, fertilize, etc.

#### 9-3.15 Weed Control

All weed/plant growth in cracks, seams and/or joints of all paved areas such as sidewalks, curbs including curb gutters and catch basins adjacent to the turf area, seam between gutter and street paving, in parking lots and driveways shall be cut down to the pavement surface during the completion of each mowing cycle. Areas at and under fences that border on neighboring property shall be kept free of weeds and trash. Areas between fence lines and curbs or curb lines and areas between fence lines and roads or walkways, including tree wells, shall be kept free of weeds and trash. Play areas and areas with alternative surfacing (i.e., decomposed granite, road base, cinder/infield mix, rubber, and sand) shall be kept weed and trash-free. The use of herbicides and pre-emergent herbicides to control such growth is permitted. Herbicide application

and usage must be compliant with State of California Department of Pesticide Regulations.

A regular program of pre- and post-emergent weed control shall be used as often as is necessary to keep turf areas reasonably weed free and shrubs, planters and vines entirely weed free, subject to determination by the Contract Administrator. Weeding may be done manually or by using selective herbicides or pre-emergent sprays. If sprays do not work due to weather conditions, etc., follow-up treatment or hand weeding should be performed. Non-restricted chemicals shall be used whenever possible for weed control supplemented by mechanical and/or hand removal of weeds as necessary. If the City needs to point out locations with weeds, the contractor will be deficient. Contractor shall exercise extreme care in the use of selective herbicides so application will not damage any other plants. Should non-target turf or shrubs be damaged by Contractor's application, Contractor shall be responsible for replacement of all damaged plant material with the same plant material that is the same size as that damaged. Any herbicide application shall be in full conformance with manufacturer's directions and report chemical usage on Pesticide Report (9-14.3.6).

Contractor may use chemical or mechanical methods or a combination thereof to control weeds. Non-restricted chemicals shall be used for weed control, supplemented by mechanical and/or hand removal of all weeds as necessary.

Throughout the contract, Contractor shall actively inspect the areas of work for weed growth and shall immediately control or remove the weeds at first sign of growth. Contractor shall not expect City to notify Contractor of when action is required. The City notifying Contractor to remove/control weeds will be considered a deficiency and subject the Contractor to liquidated damages.

Contractor is responsible for all property damages, such as those related to fire resulting from uncontrolled weed growth.

<u>Bare Soil Areas:</u> All bare soil areas and non-turf/undeveloped/unimproved areas within the street landscape maintenance areas shall be maintained clean and free of all trash, weeds, and debris.

<u>Street Landscapes:</u> All areas described in Section 10 shall be kept weed free at all times. Weeds are defined as any growth in undeveloped/unlandscaped medians; cracks/joints in sidewalk, curbs, gutters and seam between street paving and gutter; growth other than a tree in tree wells; at the seam between a wall/fence and sidewalk, mossy growth between pavers, growth in developed/landscaped planter areas that was not originally or intentionally planted as part of the landscaping, and areas adjacent to edge of pavement along improved and unimproved roadway frontages. Unimproved roadway frontages are those roadways without sidewalk but may have gutter and curb.

Contractor shall provide City with Safety Data Sheets for all insecticides, pesticides, herbicides, fungicides, and/or fertilizers proposed for use prior to their actual use.

## 9-3.16 Integrated Pest Management

To the greatest extent practicable, the City expects the Contractor to use Integrated Pest Management practices, principals, and concepts and least toxic methods of pest control to achieve the expected/specified results. Contractor is encouraged to consult the University of California Agriculture and Natural Resources State Wide Integrated Pest Management Program at <a href="https://www.ipm.ucdavis.edu">www.ipm.ucdavis.edu</a> to determine the most effective and least toxic methods of pest control. By July 5 of each year, Contractor shall provide a written report of Integrated Pest Management practices, principals, and concepts and least toxic methods of pest control used during the previous 12 months (July 1-June 30). The report shall include a summary table showing the brand name of each material, EPA registration number, concentration and amount of material applied for the 12-month period (Section 9-14.4.1).

The Contractor shall analyze plant problems and apply correct types and rates of fertilizers, insecticides, fungicides and herbicides.

Any insecticides, pesticides, herbicides, fungicides, and/or fertilizers used shall be applied in accordance with manufacturer's instructions. Contractor shall advise the Contract Administrator in writing prior to the application of any insecticides, pesticides, herbicides, fungicides, and/or fertilizers.

Contractor shall provide City with Safety Data Sheets for all insecticides, pesticides, herbicides, fungicides, and/or fertilizers proposed for use prior to their actual use.

Contractor is solely responsible for any damages due to Contractor's application or misapplication of insecticides, pesticides, herbicides, fungicides, and/or fertilizers.

<u>Scheduling:</u> Contractor shall provide a site-specific schedule showing where, when and what insecticides, pesticides, herbicides, fungicides, and/or fertilizers will be applied at least five working days prior to application.

**Reporting:** Each month, the Contractor shall submit a written report with their billing invoice that shall describe the application date(s), time(s) of application, location(s) of application, brand name of material, EPA registration number, concentration, application rate, and amount of material applied. Report shall be in an electronic format compatible with City software. A spreadsheet formatted in Microsoft Excel is preferred. Monthly billing invoices submitted without a report will not be paid until the report is received. Contractor must submit a report even if no insecticides, pesticides, herbicides, fungicides, and/or fertilizers were applied during the month.

Contractor shall comply with all applicable County, State or Federal regulations regarding pesticides, herbicides and fertilizers.

## 9-3.17 Irrigation System Operation and Maintenance

Full compensation for providing irrigation system operation and maintenance services in this section will be considered as included in the Contractor's bid price, unless specifically noted otherwise. Contractor is responsible for all repairs and adjustments from the exit side of the irrigation valve to the top of the sprinkler head, and flush valves for drip systems. Additional repairs shall be authorized by the Contract Administrator and charged in accordance with the price schedule for Miscellaneous Repairs and Incidentals that is part of Contractor's bid. Contractor may be asked for a proposal for repairs that are not included in this bid.

Monitoring the streetscape systems, periodic irrigation system checks and report of any damaged, broken, or malfunctioning components is also considered as included in Contractor's bid price. Contractor shall assign at least two full-time employees as irrigation supervisors for the duration of this contract, both with a Certified Landscape Technician irrigation certification through the California Landscape Contractors Association.

The irrigation systems consist of various combinations of central irrigation control, conventional irrigation controllers, solar powered controllers, valve mounted Rainbird TBOS/UNIK, splitters and doublers, and booster pumps. Contractor shall be competent with operating, checking, troubleshooting, providing routine preventative maintenance and when necessary, repairing these types of systems.

The City and Contractor may have remote monitoring and adjustment capabilities for some irrigation control systems. However, the Contractor is required to monitor the field system for proper operation and is required to monitor valve run times and make recommendations to the City for timing adjustments. The Contractor will view a report of alarms daily, and the Contractor shall investigate and provide a report of what is found. Investigation of the alarm and providing a report of what was found shall be considered part of normal service to be provided by Contractor. Contractor may be asked to perform needed repairs. Contractor is to provide a one-year warranty on all irrigation repairs.

## **Maintenance and Repairs**

Contractor is responsible for all routine (normal wear and tear) repairs (including materials) and adjustments from the lateral line to the top of the sprinkler head, and flush valves for drip systems. Additional irrigation repairs shall be authorized by the Contract Administrator and charged at the time and materials rate.

During normal maintenance operations for all areas (regardless of the type of irrigation control system), the contractor shall constantly watch for possible irrigation system anomalies or needed repairs (monitoring the systems), such as areas being too wet or too dry, water runoff into the gutters, missing sprinklers, stuck valves, dead batteries, etc. The contractor should perform a periodic system check as deemed appropriate (no less than once per month, and more often if the Contract Administrator deems necessary or site conditions warrant) to minimize water waste and assure healthy landscaping. A system check includes activation of all remote-control valves and booster pumps, adjusting sprinklers heads and nozzles so water is delivered appropriately to the landscape with a minimum of overspray onto hard surfaces, sidewalks and streets. Contractor is responsible for all required battery replacements.

All irrigation systems shall be tested and inspected at least once per month in accordance with the following requirements:

- 1. All systems shall be adjusted to provide adequate coverage of all landscape areas and to prevent excessive water run-off, erosion and watering of roadways.
- 2. Any observed malfunctions, damage, and obstructions to the irrigation system shall be recorded and corrective action taken.
- 3. In addition to monthly testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported. Monthly testing does not preclude regular system monitoring and proper water saving practices.

# 9-3.17.1 Adjustment, damage and repairs

- All sprinkler heads shall be adjusted to maintain proper coverage. Adjustment shall include actual adjustments to heads, cleaning and flushing heads and lines, and removal of obstructions.
- 2. All damage resulting from the Contractor's operations shall be repaired or replaced at the Contractor's expense prior to the end of the workday.
- 3. The Contract Administrator may consider waiving these repair/replacement expenses on a case by case basis if justified by Contractor, but generally repairs for causes other than the Contractor's operations or as required for normal maintenance operations will be paid for as follows:
  - a. Minor irrigation system repairs shall include the adjustment in height and direction of the irrigation heads, lateral line repairs, valve repairs, replacement of spray nozzles, washers, broken risers, solenoids and other small parts. Minor repairs shall be made as they are encountered and/or upon request by the Contract Administrator at no extra charge.

Full compensation for all adjustments and for providing minor irrigation system repairs shall be considered as included with the stated monthly contract prices.

b. Major repairs shall include, but are not limited to, accidents, vandalism, mainline repairs, replacement of solenoids, diaphragms and valves, height adjustments to valve boxes and quick couplers, and repairs to irrigation wires. These will be paid based on the schedule of values or on a quoted time and materials basis.

## 9-3.17.2 Winter System Check

A winter system check of shall be completed for all sites by January 31. System check includes activation of all valves/remote control valves, pumps, repair breaks and equipment malfunctions and adjusts sprinkler heads and nozzles so that water is delivered appropriately to the landscape. An itemized report of all extra costs by site, and overall total cost to repair shall be provided by February 15 for any irrigation deficiencies throughout this project. The report shall include a description of the problem, location and extent of the damage and a materials list for each site. Should the system not be operating properly, Contractor shall notify the Contract Administrator. Full compensation for providing these winter and monthly irrigations checks will be considered as included in the contract price. Contract Administrator will then direct Contractor to proceed with the repairs as appropriate. Cost for repairs shall be in accordance with Contractor's contract unit prices and supplemental price schedule, when necessary.

Contractor shall provide a schedule of winter irrigation systems tests showing the location, day of the week and approximate time of day each system will be tested.

Irrigation systems at all locations shall be fully operational by March 1 every year. City will advise contractor of actual start date.

## 9-3.17.3 Watering Times

The Contractor should verify watering times are scheduled so that no irrigation occurs between the hours of 6 a.m. and 10 p.m. Any observed watering outside of this schedule is a deficiency and must be corrected by Contractor.

Any vandalism of the irrigation system shall be reported to the Contract Administrator.

Irrigation system and controller operation shall be regularly monitored and controlled/adjusted to prevent over-spray, excessive run-off, pooling, ponding, saturated areas, underwatering and overwatering. All planted areas shall follow a planned watering schedule differing only as required by the season of the year. The Contractor shall adjust and improve the schedule per weather conditions and season and should not wait for direction from the Public Works Department. Contractor shall advise the Contract Administrator via email when changes are made to the watering schedule and the Central Irrigation Control System (run time adjustments, etc.). Valve run time adjustments to the Central Irrigation Control system schedule shall be recorded.

If City requests changes to irrigation programming/scheduling, Contractor shall comply with the request at no added cost. The Contractor is expected to regularly monitor and adjust the irrigation system as part of regular service and not rely on the City to provide direction. If the City continually must direct/ask the Contractor to monitor and adjust the irrigation system, this can be considered a deficiency and may be considered grounds for terminating the contract. Contractor shall ensure controllers are set to the proper time which includes adjusting the controllers for the beginning and end of daylight savings time. Controllers that are not set to the correct time shall be considered deficient.

## 9-3.17.4 Seasonal Water Adjustments

Contractor shall adjust the water budget considering the season of the year. From November 1 to February 28, irrigation controllers should be turned off. From March 1 through October 31, irrigation should run 4-5 days a week or as needed to keep landscape healthy, green and thriving. Controller run times should be adjusted by percent depending on seasonal weather conditions. An example adjustment schedule would be 50% for March, 65% for April, 80% for May, 100% for June, 100% for July, 90% for August, 70% for September, 40% for October. Controllers without percent adjustment capabilities should be adjusted by turning on or turning off watering days. Contractor shall adjust as necessary depending on weather conditions and subject to approval by the City. City budget restrictions or other external factors may prompt City requests of the contractor to make additional adjustments; all considered to be a part of normal service to be provided by the Contractor.

Contractor may be asked to temporarily turn off the irrigation at a location to accommodate a special event. Temporary adjustments to irrigation controller operation shall be considered part of normal service to be provided by Contractor. Whenever possible, the Contractor will be advised in writing regarding the date(s) irrigation is to be suspended and the date to resume normal irrigation.

#### 9-3.18 Pump Maintenance

Contractor shall perform the following services on booster pumps at the frequencies specified as part of normal maintenance service and provide a report of booster pump services performed that month when submitting monthly billing invoice:

# Monthly: March through October

- 1. Perform a visual examination of the system and check for obvious problems such as leaks, illuminated alarm lights, pump cycling or operating with no demand in the field, discoloration in cable, wire and/or connectors, electrical components not functioning, ventilation fan not operating, station cover not secured or locked.
- 2. Perform a functional check looking/listening for pump or motor vibration, unusual noises from pump or motor that may indicate bearings needing lubrication or beginning to fail or pump cavitation, loose connections.
- 3. Make sure all valves are in proper positions.
- 4. Clean and remove all debris from inside enclosure.
- Clean all filters.
- Check all pump settings.
- 7. Check to make sure all safety guards are in place and secure.
- 8. Operate all valves for the full length of travel at least once and return to normal operational settings.
- 9. Lubricate pump bearings, check motor oil and blow out/clean pump area/enclosure.
- 10. Note tasks performed in log book.
- 11. Return all components to normal operational settings.
- 12. Upon completion of service, lock pump enclosure or building in which pump is located.

## Winterize: Perform between November 15 and November 30

- 13. Turn electrical disconnect to the "Off" position and secure with a padlock.
- 14. Operate all valves for the full length of travel at least once.
- 15. Close inlet valve to pump, open bypass valves and drain pump case.
- 16. Note tasks performed in log book.
- 17. Upon completion of service, lock pump enclosure or building in which pump is located.

## **Spring Start-up:** Perform between February 15 and February 28

- 18. Visually check system for damage.
- 19. Operate all valves for the full length of travel at least once.
- 20. Set isolation and bypass valves to proper positions for pump operation.
- 21. Check and tighten all electrical connections.
- 22. Perform all visual and manual inspections and cleanings as for regular monthly service.
- 23. Turn electrical disconnect to the "On" position and secure with a padlock.
- 24. Once pump is charged with water, start pump by operating irrigation system and check for leaks.
- 25. Note tasks performed in log book.
- 26. Upon completion of service, lock pump enclosure or building in which pump is located.

**<u>Reporting</u>**: Contractor shall provide a report of booster pump services performed once each month with their billing invoice.

# 9-3.19 Bare Soil Areas/Undeveloped Areas

Bare soil areas include, but are not limited to, areas such as the west side of the PGE Easement/Greenbelt north of William Moss in the Weston Ranch maintenance area, the Mosher Buffer area and the west side of the masonry fence north of Morada Lane in the La Morada maintenance area, and baseball infields and base paths. No weed growth of any type will be allowed in these types of bare soil and undeveloped areas at any time.

<u>Vegetation Control</u>: Vegetation in undeveloped parts of any assigned streetscapes and at undeveloped sites shall be kept to a height of four inches or less at all times. Mechanical or chemical means may be used to control growth of vegetation.

# 9-3.20 Masonry Fences/Back-Up Walls

Masonry fences/wood fences/walls which area separating areas to be maintained from adjoining private property which are damaged or which require repair, graffiti removal, repainting, etc., shall be reported to the Contract Administrator. Repair, graffiti removal, repainting, etc., of masonry fences/wood fences/walls is considered an excluded service unless the damage was caused by Contractor's actions. If damage is a result of Contractor's actions, Contractor shall arrange and pay for repairs.

#### 9-3.21 Rodent Control

Contractor shall notify the Contract Administrator on the daily maintenance checklist upon noticing evidence of rodents and will fill holes that develop between treatments.

## 9-3.22 Graffiti Abatement – Paint Out and/or Removal and Reporting

Once each week, Contractor shall abate graffiti from all irrigation controller cabinets, back flow prevention device enclosures, electrical pedestals for irrigation controllers, and irrigation booster pump enclosures (all "Cabinets") within maintenance areas. Graffiti shall be removed from stainless steel and unpainted aluminum cabinets. Cabinets that are currently painted green shall have the graffiti abated by painting over with an exterior satin acrylic paint, color to be Kelly Moore "Green Thumb" or approved comparable color. Cabinets that are currently painted tan/light brown shall have the graffiti abated by painting over with an exterior satin acrylic paint, color to be Kelly Moore "Graystone" or approved comparable color. Alternate colors must be approved by City prior to use.

Once each week, Contractor shall report graffiti on all other locations such as walls, site furnishings such as benches, trash receptacles, and play equipment within the maintenance area to Contract Administrator. Contractor is not expected to abate graffiti from these improvements, but it is essential that vandalism be reported.

## 9-3.23 Empty Trash Receptacles and Litter/Debris Removal

Litter/debris removal means the collection and proper disposal of all debris including but not limited to paper, cans, bottles, broken glass, rocks, trash, broken limbs, and all fallen leaves, excrement and needles (regardless of whether the debris are a result of any maintenance activity). This also includes any other material or debris that is not part of the landscaping and any such dumped items small enough to fit in the bed of a pickup. Removal of litter/debris includes the sweeping or blowing off of all hard surface areas within the project area such as sidewalks and driveways.

All litter/debris collected becomes the property of the Contractor and must be removed from the project area by the end of the work day in which it was collected. With each month's billing, Contractor shall report in spreadsheet form substantially similar to that shown on Attachment B the amount of material disposed and the location at which it was disposed. Spreadsheet shall be transmitted electronically and shall be on software compatible with City software (template provided after contract award).

Any debris/material in the project area that is larger or beyond the scope of this contract should be reported as soon as possible to the Contract Administrator. Information should be submitted on maintenance checklists, but a phone call or e-mail regarding the problem may be sent prior to monthly billing so that a timely response can be made.

<u>Frequency:</u> Once each week Contractor shall collect, remove and properly dispose of all litter and debris from all landscaped areas, medians whether or not those medians are landscaped, and open space areas and shall empty all trash cans/receptacles within the maintenance area. Contractor must place a new bag/liner in the trash cans/receptacles once each week. If a maintenance area/site includes turf that requires mowing, litter/debris removal and emptying of

trash receptacles and replacing liners shall occur on the day the maintenance area/site is mowed. If no mowing required at the maintenance area/site, the Contractor shall specify a day on which all trash/litter/debris shall be removed. All litter/debris, etc. shall be removed from the entire maintenance area on one work day. Contractor must remove all trash/litter/debris from the entire area the same day each week. Contractor shall collect, remove and properly dispose of all litter and debris from areas between the back-up wall/fence to the seam between the gutter and street paving and all medians. At no time shall Contractor store any trash, litter, debris at any maintenance area. Upon completion of task, the area shall be clear of all trash/litter/debris.

## 9-3.24 Clean and Disinfect Drinking Fountains

Areas to be cleaned include all orifices and the drain of the fountain. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other evidence of soil. Drain shall be free flowing. Contractor shall notify the City if fountain is not working.

<u>Frequency</u>: Each Friday Contractor shall clean and disinfect all drinking fountains with a quadtype disinfectant.

#### 9-3.25 Site Structures

Site structures, such as pump enclosures, utility buildings, and shade structures, shall be washed off once a month or as needed if they are found in grimy or unacceptably dirty condition. At completion of washing, site structures shall have a clean, uniform appearance, free of streaks, spots, spider webs and other evidence of soil. Contractor shall take all necessary precautions to prevent damage to the structures during washing including preventing water from entering structure. At the completion of washing, all dust, dirt, lint, litter, spider webs, etc., from all walls, sills, ledges, ceilings, etc., is expected to be removed. Contractor shall not use any detergents or solvents which are detrimental to the landscaping or site structures. Contractor shall provide a schedule of when this task will be performed at each maintenance area.

#### 9-4 BID ITEM C: BACK-UP WALL – WEED CONTROL (BU)

Contractor shall perform the following service for each maintenance area designated BU.

All areas between the wall and seam between the gutter and street paving shall be kept weed free. If there is no gutter, area shall be between wall and edge of pavement. Area to be kept weed-free includes all tree wells that may be in the sidewalk.

Contractor must be proactive about weed control and must not wait for City to request weed control service. The City having to request Contractor to perform weed control service can be considered a lack of diligence in prosecuting the contract.

#### 9-5 BID ITEM D: WEED CONTROL (WC)

Contractor shall perform the following service for each maintenance area designated WC.

Contractor shall keep all maintenance areas designated WC weed-free. Unless otherwise specified for a specific maintenance area, contractor may use mechanical or chemical methods to control weeds.

On medians where there are gaps in the median to allow for drainage, Contractor is to remove the debris from the gaps so drainage is not impeded.

This service includes any tree wells in the designated segments. If tree wells are to be treated chemically for weeds, all sucker growth must first be removed (this applies even if tree well is in a service area that does not specify sucker removal).

Contractor must be proactive about weed control and must not wait for City to request weed control service. The City having to request Contractor to perform weed control service can be considered a lack of diligence in prosecuting the contract.

# 9-6 BID ITEM E: WEED CONTROL – FIRE MARSHALL STANDARDS (WC-FM) Contractor shall perform the following service for each maintenance area designated WC-FM.

Contractor shall keep all vegetation in areas designated for WC-FM to a height of six (6) inches or less. Unless otherwise specified for a specific maintenance area, contractor may use mechanical or chemical methods to control weeds.

Contractor must be proactive about weed control and must not wait for City to request weed control service. The City having to request Contractor to perform weed control service can be considered a lack of diligence in prosecuting the contract.

# 9-7 BID ITEM F: TREE WELLS (TW)

Contractor shall perform the following service for each maintenance area designated TW.

Tree wells are those areas in sidewalk intended for trees to be planted. Not all tree wells have trees. All tree wells must be kept weed free without damage to the tree. If tree wells are to be treated chemically for weeds, all sucker growth must first be removed (this applies even if tree well is in a service area that does not specify sucker removal).

Contractor must be proactive about weed control and must not wait for City to request weed control service. The City having to request Contractor to perform weed control service can be considered a lack of diligence in prosecuting the contract.

#### 9-8 BID ITEM G: Incidental Repairs

This bid item includes various common repairs, replacements, and labor. The unit price shall include all labor and material necessary to complete the task/work. Some, all, or none of this work may be required.

#### 9-9 BID ALTERNATES

# 9-9.1 BID ALTERNATE 1: BACK-UP WALL – TRASH AND LEAVES (BU-TL)

This service is bid as an additive alternate to all areas designated as BU.

All services included in BU – Back Up Wall – Weed Control; with the addition of scheduled trash/litter/debris collection and disposal and fall/winter leaf collection and disposal. Service area

is between backup wall/fence and seam between pavement and gutter or edge of pavement if there is no gutter.

From January 1 through October 31, all trash/litter/debris between the wall and seam between paving and gutter or edge of pavement if there is no gutter shall be collected and properly disposed of once each month during the fourth week of the month. Each area must be serviced on the same day each time the service is performed.

During the first and third weeks of November and first and third weeks of December, Contractor shall collect and properly dispose of all trash/litter/debris and leaves from the sidewalk, curb and gutter. Contractor shall provide a schedule of the day the areas will be serviced. Each location must be serviced on the same day each time the service is performed. For November and December, this service shall be performed in place of regular trash/litter/debris collection and disposal.

Trash/litter/debris collection means the collection and proper disposal of all debris including but not limited to paper, cans, bottles, broken glass, rocks, trash, broken limbs, and all fallen leaves and needles regardless of whether the debris are a result of any maintenance activity and any other material or debris that is not part of the landscaping. Removal of litter/debris includes the sweeping or blowing off of all hard surface areas within the project area such as sidewalks and driveways. It does not matter where the trash or debris comes from. If it is in a designated service area under this project, it is the contractor's responsibility to collect and dispose of it. All litter/debris collected must be removed from the project area by the end of the work day in which it was collected. With each month's billing, Contractor shall report in spreadsheet form substantially similar to that shown on Attachment B the amount of material disposed and the location at which it was disposed. Spreadsheet shall be transmitted electronically. A template will be available by request after contract award.

Contractor shall provide a schedule of the day/s the areas will be serviced. Each area must be serviced on the same day each time the service is performed.

Trash collection means the collection and proper disposal of all debris including but not limited to paper, cans, bottles, broken glass, rocks, trash, broken limbs, and all fallen leaves and needles regardless of whether the debris are a result of any maintenance activity and any other material or debris that is not part of the landscaping. Removal of litter/debris includes the sweeping or blowing off of all hard surface areas within the project area such as sidewalks and driveways. It does not matter where the trash or debris comes from. If it is in a designated service area under this project, it is the contractor's responsibility to dispose of it.

All litter/debris collected must be removed from the project area by the end of the work day in which it was collected. With each month's billing, Contractor shall report in spreadsheet form substantially similar to Attachment B showing the amount of material disposed and the location at which it was disposed. Spreadsheet shall be transmitted electronically. A template will be available by request after contract award.

#### 9-9.2 BID ALTERNATE 2: TREE WELLS - TRIMMING (TW-TR)

This service will be bid as an alternate added service for all service areas identified for Tree Well (TW) service.

At all Tree Well (TW) service locations, contractor shall always keep trees raised to a minimum of seven feet over sidewalk and 14 feet over roadways. Contractor shall trim trees as necessary, so they do not interfere with motorists' view of regulatory and warning traffic signs and traffic signals. This service must be performed without damage to the tree. Please note that no matter the service level designated, if chemical weed treatment is to be applied in a tree well, Contractor must remove any sucker growth prior to treatment. Sucker growth is defined as the incidental, vegetative growth arising from the bases and lower trunk areas of trees which are not essential to the overall well-being of the plant.

### 9-9.3 BID ALTERNATE 3: TREE WELLS -SUCKER REMOVAL (TW-SR)

This service will be bid as an alternate added service for all service areas identified for Tree Well (TW) service.

At all Tree Well (TW) service locations, Contractor shall remove all suckers from the base of the trees during the months of March, June and September. Please note that no matter the service level designated, if chemical weed treatment is to be applied in a tree well, Contractor must remove any sucker growth prior to treatment. Sucker growth is defined as the incidental, vegetative growth arising from the bases and lower trunk areas of trees which are not essential to the overall well-being of the plant.

## 9-9.4 BID ALTERNATE 4: TREE WELLS - TRASH REMOVAL (TW-TR)

This service will be bid as an alternate added service for all service areas identified for Tree Well (TW) service.

At all Tree Well (TW) service locations, contractor shall remove all trash/litter/debris from the service area once a month January through October and twice a month in November and December. This includes any debris (including, but not limited to) fallen leaves, excrement and miscellaneous dumped items small enough to fit in the bed of a pickup.

#### 9-9.5 BID ALTERNATE 5: ALLEYS

This service will be bid as an alternate added service for all Alleys (Section 10-11).

Alleys shall be kept weed-free from fence line to fence line.

#### 9-9.6 BID ALTERNATE 6: HEAVY WINTER PRUNING

This service will be bid as an alternate added service for all service areas identified for full landscape (LS-A) service

Contractor will perform one heavy pruning removing 30-50% of existing mass to promote healthy new shrub and groundcover growth in the warm season. In areas designated LS-A, this will replace the January trimming. Contractor will provide a schedule for this service to the City by October 1 and a final completion report by the following February 15.

#### 9-9.7 BID ALTERNATE 7: HEAVY WINTER PRUNING

This service will be bid as an alternate added service for all service areas identified for full landscape (LS-B) service

Contractor will perform one heavy pruning removing 30-50% of existing mass to promote healthy new shrub and groundcover growth in the warm season. Contractor will provide a schedule for this service to the City by October 1 and a final completion report by the following February 15.

In areas designated as LS-B, this will replace the November trimming.

## 9-9.8 BID ALTERNATE 8: TREE SERVICES - RAISING (TS-R)

This service will be bid as an alternate service for **all service areas individually** (bid form will list Bid Alternate 8.a Full Landscape Service – A (LS-A), 8.b Full Landscape Service – B (LS-B), 8.c Back-Up Wall – Weed Control (BU), etc. (LS-A only)

Contractor will raise and maintain all trees in each area to a minimum of seven-foot vertical pedestrian clearance, except when overhanging roadways or parking lots.

#### 9-10 DEFICIENCIES

If there are parts of the Contractor's work that do not conform to the scope of work specifications or the condition of the areas to be maintained is not satisfactory, Contractor will be notified in writing by e-mail, CityWorks service request/work order or letter via United States Postal Service mail of the deficiencies and a date by which corrections must be completed. Any form of notification shall be valid. Contractor shall confirm receipt of notice via e-mail within 24 hours. If the deficiency is to provide for traffic sight distance in accordance with Attachment A or to secure an immediate health or safety issue, the correction shall be completed within one working day. Other corrections shall be completed within the time specified in the correction notice. In most instances, the time specified will be between two and five working days. If Contractor fails to correct any deficiency by the specified date, the City may arrange to have the deficiency corrected and deduct the cost to correct the deficiency from the amount due Contractor. Not completing the correction by the specified date may also be considered a lack of diligence in prosecuting this contract. Corrections shall not interrupt or delay regularly scheduled service.

Contractor shall provide written confirmation to City within one day of the completion of the work. Confirmation may be by fax, e-mail, or personal delivery to the Public Works office at 1465 S. Lincoln St. Stockton, CA 95206. Not providing confirmation of completing the corrections may be considered a lack of diligence in prosecuting the contract.

#### 9-11 DISPOSAL OF MATERIALS

Contractor must recycle or compost all green waste (grass clippings, leaves, prunings, etc.) from City property in a manner that does not add to solid waste. To the greatest extent practicable, contractor shall separate green waste from trash and dispose of each separately.

Contractor must provide monthly accounting for waste disposal, including description of material, copies of certified weight tickets and description of where material is being recycled/disposed. Monthly billing invoices will not be paid unless monthly report is submitted. Contractor shall also submit the report electronically in an Excel spreadsheet or other program that is compatible with City software. Report shall generally conform to the format attached as Attachment B (template will be provided).

#### 9-12 EMERGENCY RESPONSE

Contractor must be able to provide emergency response within 45 minutes of notification of any calls for service outside normal working hours. This emergency response is to be used to secure the problem; repairs are to be accomplished during regular working hours. Emergency response time is considered additional service on a time and materials basis and if approved, will be billed at the hourly rate provided in the Supplemental Unit Price.

#### 9-13 INCIDENTAL MAINTENANCE SERVICES

All incidental maintenance services, such as emergency and/or after-hours response, irrigation repair or request for additional non-scheduled service, must be approved by the Contract Administrator prior to the Contractor performing the work. Payment for approved incidental maintenance services shall be based on Contractor's provided Supplemental Unit Prices. If Contractor is requested to perform an incidental maintenance service that is not listed on the Supplemental Unit Prices, the actual cost of labor plus cost of materials plus ten percent (10%) will be allotted for the repair. Contractor shall submit a proposal for the repair detailing the labor and material costs separately. Should the City decide to have the Contractor perform the work, a contract change order will be processed for the work.

Incidental maintenance services may include, but are not limited to, the following:

- A. Emergency and/or after-hours response.
- B. Irrigation system repairs.
- C. Replacement or reestablishment of trees, shrubs, groundcover plants, and/or turf.
- D. Other non-routine service(s) that may or may not be described in this document that may be requested by the City.

#### 9-14 SUBMITTALS

In addition to maintenance tasks, this project requires Contractor to perform various reporting tasks. Overall monthly reports should be submitted electronically to Contract Administrator. If that is not possible or will be delayed, a hard copy of any reports/documents can be submitted with approval of Contract Administrator.

#### 9-14.1 Bid Submittals

The following items must be submitted with bid:

**9-14.1.1** Quality Assurance/Quality Control Program (Sections 5-15 and 9-1.2).

Please see "Instructions to Bidders" for remaining items required with bid.

#### 9-14.2 Contract Award Submissions

Once identified for contract award, Contract should prepare to submit the following items that are required to be submitted prior to start of work:

- **9-14.2.1 Key Control** (Section 5-18). Contractor shall have a written key control program available upon request
- **9-14.2.2 Inventory of Materials** (Section 5-16). Contractor shall submit a list of supplies.
- **9-14.2.3 Safety Data Sheets** (Sections 9-2.16 and 9-3.16). Contractor shall provide City with Safety Data Sheets for all insecticides, pesticides, herbicides, fungicides, and/or fertilizers proposed for use prior to their actual use.
- **9-14.2.4 Pesticide Application Schedule** (Section 9-2.16 and 9-3.16). Contractor shall provide a site-specific schedule showing where, when and what insecticides, pesticides, herbicides, fungicides, and/or fertilizers will be applied at least five working days prior to application.
- **9-14.2.5 Project Manager Designation** (Section 5-8). Contact information for the Project Manager (supervisor) who shall be responsible for the performance of the work and an alternate(s) who shall act for the Contractor when the Project Manager is absent shall be provided upon contract award.
- 9-14.2.6 Work Schedule (Section 9-1.1). Within thirty calendar days after the award of the contract, Contractor shall submit a work schedule showing the proposed days and location(s) of the maintenance work to be performed. Contractor will not be allowed to commence work until a work schedule is submitted. Should Contractor wish to later modify this schedule, a written request must be submitted to and approved by the Contract Administrator prior to the revised schedule becoming effective. This working schedule should also include schedules for washing site furnishings (9-2.27), site structures (9-2.28 and 9-3.25), paved areas/hard surfaces (9-2.29) and hard surface game court areas (9-2.30) in areas that these services are called for.

### 9-14.3 Monthly Billing Submissions

Several items are required in addition to monthly billing invoice before City will process payment. Reports other than daily maintenance checklists should be submitted electronically on an Excel spreadsheet or other program that is compatible with City software. All reports are required for this project, regardless of how the project is awarded (alternate bid, etc.). Contractor shall provide the following reports with monthly billing invoice:

- **9-14.3.1 Booster Pump Services** (Section 9-2.18 and 9-3.18). Contractor shall provide a report of booster pump services performed each month.
- **9-14.3.2 Certified Delivery Slips.** Certified delivery slips for all material(s) required for use in carrying out this contract or any subsequent change order, such as fertilizers, paper products for bathrooms, cleaning supplies, irrigation repair components, etc. Materials shall be as specified unless an alternate is approved. Upon request, samples of the material supplied shall be submitted to the Contract Administrator for review and approval.
- **9-14.3.3** Certified Payroll. Monthly report.
- **9-14.3.4 Local Employment Report.** (Stockton Municipal Code 3.68.095, Section E). Include name, place of residence, hours employed and per diem wages and benefits of each person employed by the contractor, and the contractor's subcontractors, including full-time, part-time, permanent and temporary employees.
- **9-14.3.5 Daily Maintenance Checklists.** Maintenance checklist shall be generally in the format as shown on Attachment C. A completed checklist shall be prepared at the end of each day and submitted monthly for each day's work at each location.
- **9-14.3.6 Pesticide Report** (Sections 9-2.5 and 9-3.5). Report shall include the application date(s), time(s) of application, location(s) of application, brand name of material, EPA registration number, concentration, application rate, and amount of material applied. Contractor must submit a report even if no insecticides, pesticides, herbicides, fungicides, and/or fertilizers were applied during the month. Sample format shown on Attachment D (template provided upon request after contract award).
- **9-14.3.7** Tree Service Maintenance Report (Section 9-2.14 and 9-3.14). Summary of tree services provided each month.
- **9-14.3.8** Turf Conditions Report (Section 9-2.1 and 9-3.1). Summary of turf conditions at each mowing.
- **9-14.3.9 Waste Disposal Report** (Section 9-2.23 and 9-3.23). Report shall include the amount of material, type of material and where material was disposed and shall include copies of the disposal tickets/receipts. Sample format shown on Attachment B (template provided upon request after contract award).

### 9-14.4 Other Required Submittals

- **9-14.4.1** Integrated Pest Management Practices (Section 9-2.16 and 9-3.16). Annual review of IPMP practices is due July 15.
- **9-14.4.2 Irrigation System Report** (Section 9-2.17 and 9-3.17). An initial complete irrigation system check must be accomplished by January 31, with a report of all deficiencies and a cost to repair provided to Contract Administrator by February 15. Report shall include a description of the problem, location and extent of the damage.
- **9-14.4.3** Quality Control Summary (Section 5-15 and 9-1.2). A weekly summary of inspection/quality control checks performed at least twice a week by the Contractor shall be provided by the Contractor each Thursday by 12 noon. This report shall be provided electronically on a form developed by the Contractor and sent via e-mail. Contractor should follow-up on receipt of any e-mails if acknowledgement is not received.
- **9-14.4.4 Tree Health Report** (Section 9-2.10 and 9-3.10). The Contractor should inspect, upon contract award, all trees. Observed tree damage should be documented by Contractor in writing to the Contract Administrator no later than February 15.
- **9-14.4.5 Turf Aeration** (Sections 9-2.2 and 9-3.2) Contractor shall provide a schedule of dates for aeration by October 1. A final completion of aeration report shall be submitted annually by November 21.
- **9-14.4.6 Annual Pesticide Use Summary Report** Due to the City by February for the prior calendar year.

### **SECTION 10 – AREAS TO BE MAINTAINED**

Please note that where measurements and areas are provided in the following descriptions, they are approximate and are for reference only. Bidder is strongly encouraged to verify all measurements and areas provided in the following descriptions when preparing their bid.

Any exhibits attached are intended to provide for location reference only. They may show the general areas of work. In case of discrepancy between the areas of work to be maintained described in these special provisions and the areas of work shown on the exhibits, the areas of work described to be maintained in these special provisions shall prevail.

## 10-1 LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT AREAS: STREET, MEDIAN AND OPEN SPACE MAINTENANCE

Contractor is to perform **Full Landscape Service A (LS-A)** for all maintenance assessment areas.

Maintenance Assessment Areas: The total area to be maintained is approximately 6,647,000 square feet; landscaped area is approximately 4,953,000 square feet. There are approximately 4,900 trees. There are approximately 218,500 linear feet of masonry wall. There are ten booster pumps. There are approximately 36 trash receptacles to be emptied. There are approximately 30 Mutt Mitt dispensers. There are two play areas. Each maintenance area includes any adjoining curb, gutter, to and including the seam between gutter and street pavement.

## 10-1.1 La Morada Maintenance Area

(Attachment E)

### La Morada Maintenance Area Summary (Section 10-1.1):

Contractor is to perform **Full Landscape Service A (LS-A)** for all maintenance assessment district areas.

Total area between walls/property line and curb and medians and open space areas is approximately 1,833,000 square feet; landscaped area is approximately 1,450,000 square feet; Mosher Slough Buffer Area (Item 28, approximately 6.6 acres) and East Bay Municipal Utilities District right-of-way (Item 13), approximately 8.85 acres) total approximately 15.45 acres (672,570 sq. ft.) There is one 2.7-acre undeveloped future park (Item 40) that shall be kept clear of litter and debris and clear of vegetative growth at all times. There are approximately 1,900 trees in this maintenance area. There is approximately 72,200 linear feet of masonry wall. There are no booster pumps in this maintenance area. There are no Mutt Mitt dispensers in this maintenance area.

#### **Special Services in La Morada Maintenance Area:**

A. Contractor shall develop and maintain a 10-foot-wide clear area immediately south of the masonry wall/fence that runs along the north side of the East Bay Municipal Utilities District (EBMUD) right-of-way (R-O-W) between Hammer Ln.

- and State Route 99 frontage road. Grasses/weeds in the remainder of the EBMUD R-O-W shall be kept to a height of **four inches** or less (Item 13). Contractor shall not damage the existing vines climbing on the wall. Perform regular landscape maintenance to trees and irrigated areas.
- B. Contractor shall develop and maintain a 10-foot-wide clear area immediately north of the masonry fence that is on the on the south side of the Mosher Slough Buffer area. Vegetation in the remainder of the Buffer Area shall be kept to a height of **four inches** or less at all times, (Item 28).
- C. Contractor shall develop and maintain a 10-foot-wide clear area on the west side of the masonry wall/fence that is on the east side of the railroad tracks/railroad right-of-way from approximately 60 feet north of Morada Ln. to approximately 2,000 feet north to the end of the wall which is also the north boundary of the project (Item 24).

**NOTE**: Developing the clear areas shall be completed by no later than 30 days after Notice to Proceed on this project.

### Areas to be maintained In La Morada Maintenance Area:

- 1) Angelina Ln.: Pedestrian access between 3642 and 3654 Angelina Ln., from Angelina Ln. to Mosher Slough (approximately 110 feet); landscaping both sides of the walkway.
- 2) Appian Wy.: North side, State Route 99 frontage road west to Diamond Bar PI.; landscaping between the curb and chain link fence.
- 3) Barbaresco Ci. entrance: North and south, Maranatha Dr. to Barbaresco Ci.; landscaping between curb and masonry wall, and on median.
- 4) Bergamo Ci. entrance: North and south sides, Maranatha Dr. west to Bergamo Ci.; landscaping between curb and masonry wall, and on median.
- 5) Bridalveil Ci. entrance: North and south sides, at Glacier Point Dr.; landscaping between curb and masonry wall, and on median.
- 6) Bryant Dr.: North and south sides, Maranatha Dr. to approximately 300 feet west of Holman Rd. between masonry wall and curb.
- 7) Cathedral Ci. entrance: East and west sides, Inspiration Dr. to Cathedral Ci.; landscaping between curb and masonry wall, and on median.
- 8) Chianti Ci.: North and south sides, Maranatha Dr. east to Chianti Ci. between masonry wall and curb, and median.
- 9) Christian Life Wy.: South side, Maranatha Dr. to Omega Wy. between masonry wall and curb.

### 10) Costantino Ci.:

- a) East and west sides, entrance from Salvatore Ln. to Costantino Ci.;
- b) landscaping between curb and masonry wall, and on median.
- c) Pedestrian access between 3388 and 3402 Costantino Ci., from Costantino Ci. to Mosher Slough (approximately 100 feet); landscaping along both sides of the walkway.
- 11) Delfina Wy.: North and south from Tommaso Ln. to Holman Rd.; between masonry wall and curb.
- 12) Diamond Bar PI.: West side from Appian Wy. to Morada Ln. between masonry wall and curb, and median.
- 13) East Bay Municipal Utility District (EBMUD) Right-of-Way/Property: Hammer Ln. to North State Route 99 Frontage Rd. West, all landscaping and bike/pedestrian path within the 100-foot wide right-of-way/property, approximately 8.5 acres.
- 14) Gary Galli Dr.: North and south sides, Tiziano Dr. to Angelina Ln.; between curb and masonry wall.
- 15) Genova Ln.: Pedestrian access between 3727 and 3733 Genova Ln. (at north end of Perino Dr.), from Genova Ln. to the south side of the Habitat Buffer Zone (approximately 120 lineal feet); landscaping along the both sides of the walkway.

#### 16) Glacier Point Dr.:

- a) East side, Inspiration Dr. to Morada Ln. including the angled corner sections at Pioneer Ci. (entrance), Bridalveil Ci. (entrance), Inspiration Dr. (north and south sides), and Morada Ln. (easterly return) between curb and masonry wall.
- d) Center median, 950 feet south of Morada Ln. to 850 feet north of Inspiration Dr.; median is approximately 350 feet long.
- 17) Hammer Ln.: North side, from 380 feet east of Maranatha to Maranatha between curb and masonry wall.

#### 18) Hendrix Dr.:

- a) North side, Presley Ln. to Holman Rd.; seam between street paving and gutter to wall.
- b) South side, Presley Ln. to approximately 120 feet west of Presley Ln.; seam between street paving and gutter up to and including street side face of wall.

#### 19) Holman Rd.:

- a) East side, approximately 690 feet north of Hendrix Dr. to Wakeman Dr.; from seam between street and curb up to (and including) the masonry wall.
- b) West side, from approximately 530 feet north of Gary Galli Dr. to Wakeman Dr.; area between the curb and the masonry wall.
- c) Center medians, Hammer Ln. to approximately 600 feet north of Hendrix Dr.

- 20) Inspiration Dr.: North and south sides, North State Route 99 West frontage road to Glacier Point Dr. between curb and the masonry wall.
- 21) Lembert Dome Ci. entrance: North and south sides, from Maranatha Dr. to Lembert Dome Ci.; landscaping between curb and masonry wall, and on median.
- 22) Mammath Peak Ci. entrance: North and south sides, Maranatha Dr. to Mammath Peak Ci.; landscaping between curb and masonry wall, and on median.

#### 23) Maranatha Dr.:

- a) East side, Morada Ln. to south side of EBMUD property, approximately feet north of Christian Life Wy., seam between street and gutter up to and including wall.
- b) East side, Christian Life Wy. to Hammer Ln., seam between street and gutter up to and including wall.
- c) West side, Morada Ln. to south side of East Bay Municipal Utilities District (EBMUD) right-of-way area between curb and up to (and including) masonry wall.
- 24) Masonry wall along the west side of La Morada Unit 19 (adjacent to the Southern Pacific Railroad right-of-way), from approximately 60 feet north of Morada Ln. to approximately 2,100 feet north of Morada Ln. from wall to 10 feet west of the masonry wall is to be kept weed free.
- 25) Massimo Ci. entrance: East and west sides, from Massimo Ci. to Gary Galli Dr.; landscaping between curb and masonry wall, and on median.
- 26) Matterhorn Dr. entrance: East and west sides, Inspiration Dr. to Matterhorn Dr.; landscaping between curb and masonry wall, and on median.

#### 27) Morada Ln.:

- a) North side, Diamond Bar Ln. to Holman Rd. to. between curb and masonry wall.
- b) North side, Mosher Slough to approximately 325 feet west of Mosher Slough; curb to masonry wall including vines on wall (approx. 62-foot wide landscaping strip).
- c) South side, approximately 700 feet east of Maranatha Dr. to Glacier Point Dr. between face of curb and the masonry wall.
- d) South side, west side of Mosher Slough to easterly side of railroad tracks.
- e) Medians, entry from Diamond Bar Ln. to Holman Rd.
- f) Medians, east and west of railroad tracks just west of Equinoa Park.
- 28) Mosher Slough Habitat Buffer Zone: approximately 100 feet wide from the masonry/ wrought iron fence north to the south edge of the service road, from Holman Rd. east to the east La Morada Unit 12 boundary (approximately 2,800 feet east from Holman Rd.), approximately 6.6 acres.
- 29) Nicoletta Ln. entrance: East and west sides, Salvatore Ln. to Nicoletta Ln.; landscaping between curb and masonry wall, and on median.

- 30) State Route 99 West Frontage Rd.:
  - a) West side, East Bay Municipal Utilities District (EBMUD) right-of-way to Inspiration Dr. between curb and masonry wall.
  - b) West side, Inspiration Dr. to approximately 1,050 feet north of Inspiration Dr.; between curb/edge of pavement and the masonry wall. This area is not landscaped and work shall consist of weed and litter control.
  - c) West side, Christian Life Wy. to approximately 100 feet south of Christian Life Wy.; between curb and the masonry wall. This area is not currently landscaped, and work shall consist of weed and litter control.
- 31) Orvietto Ln.: East and west sides, Morada Ln. to San Marco Dr.; between curb and masonry wall, and median.
- 32) Perino Dr.: East and west sides, Morada Ln. to San Marco Dr.; between curb and masonry wall.
- 33) Pioneer Ci. entrance: North and south side, Glacier Point Dr. to Pioneer Ci.; landscaping between curb and masonry wall, and on median.
- 34) Popolo Ci entrance: East and west sides and center, Gary Galli Dr. to Popolo Ci.; landscaping between curb and masonry wall, and on median.
- 35) Ravello Wy.: North and south sides from Holman Rd. to Salvatore Ln.; between curb and masonry wall, and median.
- 36) Rieti Ln.:
  - a) East and west sides, Inspiration Dr. to Barbaresco Ci.; between curb and masonry wall, and median.
  - b) East and west sides, Inspiration Dr. to Bergamo Ci.; between curb and masonry wall, and median.
- 37) Salvatore Ln.: South side, Ravello to Priscilla Ln.; landscaping between curb and masonry wall.
- 38) Snow Creek Ci. entrance: North and south sides and median, Holman Rd. to Snow Creek Ci.; landscaping between curb and masonry wall, and on median.

#### 39) Sonata Ci.:

- a) East and west sides, entrance from Wakeman Dr. to Sonata Ci.; landscaping between curb and masonry wall.
- b) West side; landscaping between curb and the masonry wall.
- 40) Terracorvo Ci. entrance: North and south sides, Maranatha Dr. to Terracorvo Ci.; landscaping between masonry wall and curb, and median.
- 41) Valens Wy.: 10414 Valens Wy. (2.7-acre undeveloped future park site); litter and debris pick up, weed control.

#### 42) Vernaccia Ln.:

- a) East and west sides and median, Inspiration Dr. to Chianti Ci.; landscaping between masonry wall and curb.
- b) East and west sides and median, Inspiration Dr. to Terracorvo Ci.

#### 43) Wakeman Dr.:

- a) Northwest side, Girardi Wy. to Bryant Dr.; landscaping between curb and masonry wall.
- b) South and east sides, Bryant Dr. south and southwest to approximately 1,500 feet southwest of Bryant Dr. (approximately 725 feet east of Holman Rd.); landscaping between curb and masonry wall.

## **10-1.2** Weston Ranch Maintenance Area (Attachment F)

## Weston Ranch Maintenance Area Summary (Section 10-1.2):

Contractor is to perform <u>Full Landscape Service (LS-A)</u> for all maintenance assessment district areas. Total area is approximately 2,491,000 square feet; landscaped area is approximately 1,991,000 square feet; these areas include the PGE easement area that is approximately 45.4 acres (approximately 1,977,000 sq. ft.) of which approximately 38.4 acres is landscaped. There are approximately 900 trees. There is approximately 48,000 linear feet of masonry wall. There are six booster pumps requiring maintenance. There are approximately 33 trash receptacles that require emptying in this maintenance area, most of which are located along the pathways on the PGE Easement/Greenbelt. There are approximately 30 Mutt Mitt dispensers in this maintenance area. There are two drinking fountains in the PGE Easement/Greenbelt Area; one across from 3373 Warmke Ln., the other across from 961 Ishi Goto St. on the south side of the path.

## Special Services in the Weston Ranch Maintenance Area:

Contractor shall develop a 10-foot wide clear area along the westerly side of the PGE Easement/Greenbelt from William Moss Blvd. to the beginning of the landscaped area (approximately 950 feet north of William Moss Blvd.).

Once each week, Contractor shall check and refill all "Mutt-Mitt" dispensers as necessary. City will provide Mutt-Mitts.

Contractor shall check and inspect the play equipment and rake fall surfacing daily in the play area located in the PGE Easement/Greenbelt area between McDougald Blvd. and Manthey Rd.

**NOTE**: Developing the clear areas (Special Service A) shall be completed no later than 30 days after Notice to Proceed on this project.

#### **Areas to be maintained in the Weston Ranch Maintenance Area:**

- 1) Abruzzi Ct.: At entrance to levee path between 2758 and 2735 Abruzzi Ct.; empty trash can.
- 2) Alice McCuen Ave.: West side, Henry Long Blvd. to French Camp Rd. including the angled corner section at Dominion Dr.
- 3) Cadet Wy.: Carolyn Weston Blvd. to Abruzzi Ci.; landscaped median.
- 4) Carolyn Weston Blvd.:
  - a) North side, approximately 500 feet east of Manthey on levee path approximately 40 feet north of Carolyn Weston Blvd. curb; Empty trash can.

- c) Northwesterly side, from west side of the Downing Ave./Carolyn Weston Blvd. bridge over French Camp Slough to Henry Long Blvd. including the angled corner sections at McDougald Blvd., General Mueller Ln., E.W.S. Woods Blvd., Maude St. / John Townsend Ct. entrance, Gaswell Ln., Waterview Ln., Kay Bridges Pl., William Moss Blvd., Aso Taro Rd., Cadet Wy.; landscaping between curb and masonry fence.
- d) South side, from west side of Downing Ave./Carolyn Weston Blvd. bridge over French Camp Slough approximately 200 feet west to the driveway to the shopping center; landscaping between the curb and metal rail fence.
- e) South and easterly side, Manthey Rd. to Henry Long Blvd. including the angled corner sections at Manthey Rd., McDougald Blvd., E.W.S. Woods Blvd., Ishi Goto St., Gordon Verner Ci. entrance, Wild Rose Ln. entrance, William Moss Blvd., Monet Dr. entrance, and Henry Long Blvd.; landscaping between curb and concrete fence.
- f) West side, French Camp Rd. to approximately 1,050 feet north of French Camp Rd.; landscaping between curb and concrete fence.
- g) East side, French Camp Rd. to approximately 1,050 feet north of French Camp Rd.; landscaping between curb and concrete fence.
- 5) Dock Landing Wy.: North and south sides and center, from Carolyn Weston Blvd. to Shipwheel Dr.; landscaping between curb and masonry wall and landscaped median.
- 6) Dominion Dr.: North and south sides, Alice McCuen Ave. to approximately 275 feet west of Alice McCuen Ave.; landscaping between curb and concrete fence.
- 7) Downing Ave./I-5 interchange: All areas between the landscaping and the fence that are not planted shall be kept weed free. The following areas shall be maintained:
  - a) Downing Ave. from the east side of I-5 to Turnpike Rd.; median.
  - b) North side, Turnpike Rd. to the east side of the northbound onramp; curb to chain link fence.
  - c) North side, westerly side of the northbound onramp to the bridge abutment, curb to approximately 30 feet north of curb.
  - d) North side, westerly side of the bridge abutment to the east side of the southbound offramp, curb to approximately 30 feet north of curb.
  - e) North side, westerly side of the southbound offramp to Manthey Rd.; curb to chain link fence.
  - f) South side, Turnpike Rd. to the east side of the northbound offramp; curb to chain link fence.
  - g) South side, westerly side of the northbound offramp to the bridge abutment; curb to approximately 40 feet south.
  - h) South side, bridge abutment to the east side of the southbound onramp; curb to approximately 40 feet south.
  - i) South side, westerly side of the southbound onramp to the driveway that is approximately 150 feet west of the onramp; curb to chain link fence.

#### 8) E.W.S. Woods Blvd.:

- a) East and west sides, from Carolyn Weston Blvd. to approximately 200 feet south of Carolyn Weston Blvd.; landscaping and trees in tree wells between curb and concrete fence.
- b) East side, French Camp Rd. to approximately 300 feet north of French Camp Rd.; landscaping and trees in tree wells between curb and concrete fence.

### 9) French Camp Rd.:

- a) North side, McDougald Blvd. to E.W.S. Blvd.; landscaping between curb and masonry fence.
- b) North side, Alice McCuen Ave. to Carolyn Weston Blvd.; landscaping between curb and masonry fence.
- c) Entire segment west of Carolyn Weston Blvd.; weed and debris control.

#### 10) Galley Wy.:

- a) Emergency access road between 2420 Galley and 5144 Pier (connects southeast to unimproved segment of west end of French Camp Rd.
- b) At entrance to levee path between 2744 and 2745 Galley Wy.; empty trash can.
- 11) General Mueller Ln.: From Wheeler St. to Carolyn Weston Blvd.; landscaped median

#### 12) Gordon Verner Ci.:

- a) Entrance from Carolyn Weston Blvd. to Gordon Verner Ci.; landscaped median.
- b) Pathway between 1874 and 1878 Gordon Verner Ci., (approximately 100 feet long and 12 feet wide) connecting the PGE Easement/Greenbelt with the adjoining residential area; fence to fence.

#### 13) Henry Long Blvd.:

- a) North side, E.W.S. Woods Blvd. to approximately 50 feet west of Alice McCuen Ave.; landscaping between curb and concrete fence.
- b) North side, McDougald Blvd. east to end of Henry Long Blvd. (approximately 925 east of McDougald Blvd.); area between curb and concrete fence.
- 14) John Townsend Pl. entrance: Carolyn Weston Blvd. to John Townsend Pl. and Maude Ave.; landscaped median
- 15) Kate Linde Ci.: Pathway between 961 and 963 Kate Linde Ci. (approximately 100 feet long and 12 feet wide) connecting the PGE Easement/Greenbelt with the adjoining residential area; fence to fence.
- 16) Kay Bridges Pl.: East and west of Carolyn Weston Blvd. from Wild Rose Ln. to Anchor Pl.; two landscaped medians.
- 17) Klemeyer Ci.: Pathway between 1069 and 1071 Klemeyer Ci. (approximately 100 feet long and 12 feet wide) connecting the PGE Easement/Greenbelt with the adjoining residential area; fence to fence.

- 18) Leilani Ln.: Pathway between 3720 and 3734 Leilani Ln. (approximately 100 feet long and 12 feet wide) connecting the PGE Easement/Greenbelt with the adjoining residential area; fence to fence.
- 19) Lloyd Thayer Ci. entrance: Carolyn Weston Blvd. to Lloyd Thayer Ci.; landscaped median.

#### 20) Manthey Rd.:

- a) West side, from approximately 100 feet south of William Moss Blvd. north to the PGE easement (approximately 1,100 feet); landscaping between curb and masonry fence.
- b) East side, approximately 650 feet north of William Moss Blvd.; landscaped triangle at south end of shopping center.

### 21) McDougald Blvd.:

- a) West side, Carolyn Weston Blvd. to Ishi Goto St.; landscaping between curb and masonry fence.
- b) East side, Henry Long Blvd. to Ashlynn Ln.; landscaping between curb and masonry fence.
- c) West side, French Camp Rd. to approximately 250 feet north of French Camp Rd.; landscaping between curb and masonry fence.
- 22) Monet Dr.: entrance from Carolyn Weston Blvd. to Monet Dr.; landscaped median.
- 23) Moorcroft Ci. entrance: Carolyn Weston Blvd. to Moorcroft Ci.; landscaping between curb and masonry fence, and landscaped median.

#### 24) Pacific Gas and Electric (PGE) Easement/Greenbelt:

There is an approximately 45-acre PGE easement that runs through Weston Ranch. Approximately 36 acres are developed, and nine acres remain undeveloped. The developed areas contain trees, shrubs, turf and automatic irrigation systems. The undeveloped areas need to be maintained for weed control. The Contractor shall regularly service the developed areas and keep the undeveloped area weed-free. In the undeveloped areas, the Contractor shall maintain a 10-foot clear area adjacent to all fences. Contractor shall keep all weeds, grasses, etc. in balance of the undeveloped areas at **four inches in height or less** at all times. There is also an approximately three-acre parcel that is owned by PGE and is maintained by PGE. Contractor shall keep all weeds/grass etc. cut down to **four inches in height or less** at the boundary between the three-acre PGE parcel and the maintained easement area. The areas are described as follows:

- a) Warmke Ln.: East side, from Carolyn Weston Blvd. to approximately 1,200 feet north of Carolyn Weston Blvd. to the toe of the levee (approximately 3.1 acres). Carolyn Weston Blvd. (north border) to William Moss Blvd. (south border) and (easterly border) Paul Weston Park (approximately 16.7 acres, 9.7 acres of turf area). This includes maintenance of the 'San Joaquin Trail' monument sign, railing and shrubs around the sign and railing.
- b) Ishi Goto St. South side, from E.W.S. Woods Blvd. to McDougald Blvd.

(approximately six acres).

- c) William Moss Blvd. to Henry Long Blvd. (approximately 7.4 acres).
- d) Henry Long Blvd. to French Camp Rd. (approximately 8.2 acres).
- e) McDougald Blvd. to Manthey Rd. (approximately 2.3 acres).
- 25) Pier Dr.: Emergency access road between 2420 Galley and 5144 Pier (connects southeast to unimproved segment of west end of French Camp Rd. noted in 8(c). Also included as Item 9 (Galley Wy.); weed and debris control.
- 26) Waterview Ln.: Sandpebble Ln. to Carolyn Weston Blvd.; landscaped median.
- 27) William Moss Blvd.:
  - a) North side, 240 feet east of Carolyn Weston Blvd. to Carolyn Weston Blvd.; trees in tree wells between curb and concrete fence.
  - b) South side, 240 feet east of Carolyn Weston Blvd. to Carolyn Weston Blvd.; trees in tree wells between curb and concrete fence.
  - c) North side, Carolyn Weston Blvd. to the west outlet of Crestmore Ci. (approximately 1,350 feet); landscaping between curb and concrete fence.
  - d) South side, from Carolyn Weston Blvd. to approximately 550 feet west (approximately 100 feet east of Dakota Dr.); landscaping between curb and concrete fence.
  - e) North side, Manthey Rd. to approximately 225 feet west; landscaping between curb and masonry fence, including entry monument area at the northwest corner.
- 28) William Moss Blvd./Manthey Rd. intersection: Southwest corner; landscaped corner and monument area.

# 10-1.3 Weber/Sperry/Camera/Blossom/Riverbend Maintenance Area (Attachment G)

## Weber/Sperry/Camera/Blossom/Riverbend Maintenance Area Summary (Section 10-1.3):

Contractor is to perform <u>Full Landscape Service (LS-A)</u> for all maintenance assessment district areas.

Total area to be maintained generally between walls/property line and curb, medians and open spaces is approximately 940,010 square feet; landscaped area is approximately 637,748 square feet. There are approximately 750 trees. There is approximately 31,700 linear feet of masonry wall. There are no booster pumps. There are no trash receptacles. There are no Mutt Mitt dispensers. There is no play area.

### Special Services in Weber/Sperry/Camera/Blossom/Riverbend Maintenance Area:

A. Contractor shall develop and maintain a 10-foot wide clear area next to the wood fences within the undeveloped part of the East Bay Municipal Utilities District right-of-way (ROW) between Montauban Ave. and Lorraine Ave. (Item 16.b). Vegetation in the remainder of the undeveloped part of the East Bay Municipal Utilities District ROW shall be kept to a height of **four inches** or less at all times, with the exception that existing gardens shall <u>not</u> be disturbed.

NOTE: Contractor shall complete developing the clear area no later than 30 days after Notice to Proceed.

#### Areas to be maintained in Weber/Sperry/Camera/Blossom/Riverbend Maintenance Area:

- 1) Ballew Dr.: Pathway between 2166 Ballew Wy. and 4302 Foxcatcher Wy., approximately 115 feet through to the Calaveras River Levee Pathway; 15-foot wide landscaped pedestrian pathway. Battery powered controller.
- 2) Barbados Ci.: North side, Montauban Ave. to approximately 350 feet west of Montauban Ave.; curb to fence.
- 3) Bianchi Rd.:
  - East side, March Ln. southwest to approximately 1,400 feet from March Ln. including the angled corner sections at March Ln. and Tennalinde Ln./Kimball Hill Ci. entrance; curb to fence.
  - b) South side, Ijams Rd. to approximately 320 feet west of the Bonaire Ci. entrance from Bianchi Rd. including the angled corner section at the Bonaire Ci. entrance; curb to fence.
- 4) Cabin Creek St.: East and west sides, between Twin Bridges and Pine Brook Dr.; curb to fence.

- 5) Calaveras River: North side, from Holman Rd/McAllen Rd. to 2,570 feet west of Holman Rd./McAllen Rd.; area between the north side of the bicycle/pedestrian path and wooden residential fences.
- 6) Divac Dr. entrance: North and south sides, Rayanna Dr. from Holman Rd., including the angled corner sections at Holman Rd; curb to fence and landscaped median
- 2) East Bay Municipal Utilities District (EBMUD) right-of-way:
  - a) Montauban Ave. to West Ln. (approximately 3.1 acres and approximately 102,000 square feet in turf).
  - b) Montauban Ave. to Lorraine Ave. (approximately 4.1 acres total area and approximately 45,000 square feet planted in turf the remaining area has scattered trees and shrubs).
- 3) Fred Russo Dr.:
  - a) East side, Etcheverry Dr. to Mirasol LN., including the angled corner sections at March Ln.; curb to fence.
  - a) West side, Etcheverry Dr. to Columbine Wy.; curb to fence.
  - 9) Gold Brook Dr.:
    - a) North side, Holman Rd. to approximately 330 feet west of Cabin Creek St.; curb to fence.
    - b) North side, Tiamo Wy. to Mercer Hill Wy.; curb to fence.
    - c) South side, Holman Rd. to Mercer Hill Wy.; curb to fence.
- 10) Gold Brook Dr./Cabin Creek St.: Intersection; landscaped traffic circle.
- 11) Gold Brook Dr./Tiamo Wy.: Intersection; landscaped traffic circle.
- 12) Hayden Brook Dr.: Pathway between 2418 and 2426 Hayden Brook Dr. approximately 135 feet through to the Calaveras River Levee Pathway; landscaped pedestrian pathway. Battery powered controller.
- 13) Holman Rd.:
  - a) East side, March Ln. to McAllen Rd., including the angled corner sections at Horsetail Dr.; curb to fence.
  - b) West side, from approximately 1,350 feet north of Divac Dr. to McAllen Rd. including the angled corner sections at Divac Dr., Windflower Ln., March Ln., Etcheverry Dr., Horsetail Dr., and Gold Brook Dr.; curb to fence.
  - c) Approximately 1,350 feet north of Divac Dr. to March Ln.; landscaped median.
- 14) Ijams Rd.: West side, Bianchi Rd. to approximately 400 feet south of the Bonaire Ci. entrance on Bianchi Rd. including the angled corner sections at the Bonaire Ci. entrance; curb to fence.

15) Jayden Wy.: South side, Fred Russo Dr. to approximately 300 feet east of Fred Russo Dr. which is also the west boundary of Unity Park; curb to fence.

#### 16) Lorraine Ave.:

- a) East side, Amaretto St. to approximately 100 feet southwest of Napolean St.; curb to fence.
- b) West side, EBMUD right-of-way to Montauban Ave.; curb to fence.

#### 17) March Ln.:

- a) South side, Bianchi Rd./Montauban Ave. to Holman Rd.; curb to masonry wall including vines on wall.
- d) Bianchi Rd./Montauban Ave. to West Ln.; trees in tree wells.
- e) North side, from approximately 570 feet east of Bianchi Rd./Montauban Ave. (the easterly end of the Winco Foods property) to Holman Rd.; curb to masonry wall including vines on wall.
- f) Bianchi Rd./Montauban Ave. to West Ln.; trees in tree wells.
- g) Landscaped median, West Ln. to Holman Rd.
- h) Masonry wall along the east Union Pacific Railroad right-of-way from March Ln. north to the south side of the East Bay Municipal Utility District right-of-way, approximately 3,130 linear feet; from wall to 12 feet west of wall.
- i) Masonry wall along the east Union Pacific Railroad right-of-way from March Ln. to approximately 2,910 feet south of March Ln.; from wall to 12 feet west of wall.
- 18) McAllen Rd.: North side, approximately 480 feet east of Holman Rd. to Holman Rd.; landscaping from curb to masonry block wall including vines on wall.
- 19) Mercer Hill Wy.: East side, Gold Brook Dr. to Middlebury Ct.; curb to fence.

#### 20) Montauban Ave.:

- a) East side, EBMUD right-of-way to Lorraine Ave.; curb to fence.
- b) West side, EBMUD right-of-way to Barbados Ci. entrance (Lorraine Ave.); curb to fence
- 21) Presidente St.: Median islands immediately east and west of Lorraine Ave.

#### 22) Tiamo Wy.:

- a) East side, from Gold Brook Dr. to approximately 240 feet south of Gold Brook Dr.; curb to fence.
- b) West side, from approximately 550 feet north of Gold Brook Dr. to approximately 240 feet south of Gold Brook Dr.; curb to fence.
- 23) Tiamo Wy./Hayden Brook Dr.: Intersection; landscaped traffic circle
- 24) Tortuga Wy: South side, West Ln. to Tortuga Ct.; curb to fence.

#### 25) West Ln.:

- a) East side, 150 feet south of Atchenson/north side of EBMUD property to March Ln.; curb to fence.
- j) East side, Tortuga Wy. to 385 feet south of Tortuga Wy.; curb to fence.

## 26) Wild Grape Dr.:

- a) East side, along the frontages of Lot 101 (City well site) and Lot 102 (City storm drain pump station site), approximately 1,100 square feet; curb to masonry wall including vines on wall.
- b) South end of Wild Grape along wall; curb to wall including vines on wall.
- 27) Windflower Ln. entrance: North and south sides, Holman Rd. to Rayanna Dr. including the angled corner sections at Holman Rd.; curb to fence.

# 10-1.4 Beck Ranch/Elkhorn CC Estates/Fairway Greens/Silver Springs/Spanos/ Waterford Maintenance Area

(Attachment H)

## Beck Ranch/Elkhorn CC Estates/Fairway Greens/Silver Springs/Spanos/Waterford Maintenance Area Summary (Section 10-1.4):

Contractor is to perform <u>Full Landscape Service (LS-A)</u> for all maintenance assessment district areas.

Total area to be maintained generally between walls/property line and curb, medians and open spaces is approximately 592,200 square feet; landscaped area is approximately 401,700 square feet. There are approximately 700 trees. There is approximately 28,350 linear feet of masonry wall. There are two booster pumps. There are three trash receptacles to be emptied. There is one drinking fountain (Item 27) that will require cleaning/disinfecting. There are no Mutt Mitt dispensers. There is a play area (Item 27) that will require regular inspection. Annuals are to be planted as noted below.

# <u>Special Services in Beck Ranch/Elkhorn CC Estates/Fairway Greens/Silver Springs/Spanos/Waterford Maintenance Area:</u>

- A. Four times a year, in March, June, September and December, Contractor shall supply and plant a total of forty (40) flats jumbo pack size summer/warm weather annuals each in March and June and a total of forty (40) flats jumbo pack size winter/cool weather annuals each in September and December, evenly distributed at the following locations:
  - a) Northeast corner of Whistler Wy. and Thornton Rd.
  - b) Southeast corner of Whistler Wy. and Thornton Rd.
  - c) Northeast corner of A.G. Spanos Blvd. and Thornton Rd.
  - d) Southeast corner of A.G. Spanos Blvd. and Thornton Rd.
  - e) West end of the A.G. Spanos Blvd. median.

## <u>Areas to be maintained in Beck Ranch/Elkhorn CC Estates/Fairway Greens/Silver Springs/Spanos/Waterford Maintenance Area:</u>

- 1) A.G. Spanos Blvd.:
  - a) North and south sides, Thornton Rd. to River Oaks Dr.; curb to wall including vines on wall and landscaped center median.
  - b) South side, Thornton Rd. to Ocean Mist Wy.; curb to wall including vines on Wall and landscaped median.
  - c) North side; edge of pavement/curb to three feet north beyond the shrub area into undeveloped field/adjoining undeveloped property. The goal is to have a three-foot clear area so when weed control is performed on the undeveloped property, which has typically been by disking, they do not disturb/damage the irrigation system for the shrub area.

- 2) A.G. Spanos Blvd./Ocean Mist Wy.: Intersection; approximately 30-foot diameter median and adjacent splitter islands.
- 3) Breaker Wy.: North side, Ocean Mist Wy. to approximately 655 feet east of Ocean Mist Wy.; curb to wall including vines on wall.
- 4) Breaker Wy./Sand Castle Wy.: Intersection; approximately 30-foot diameter median and adjacent splitter islands.
- 5) Breaker Wy./Winward Ave.: Intersection; approximately 11-foot diameter landscaped median.
- 6) Creek Trail Ci. entrance: North and south sides; curb to wall including vines on wall; and center median from River Bluff Ln. to Creek Trail Ci.
- 7) Davis Rd.:
  - a) East side; Pixley Slough to 40 feet south of St. Moritz Ci. entrance (Elkhorn Country Club Estates entry); curb to wall including vines on wall.
  - b) East side, approximately 645 feet north of Whistler Wy. to Whistler Wy.; curb to wall including vines on wall.
  - c) West Side, Pixley Slough to approximately 625 feet south of Waterbury Dr.; curb to wall including vines on wall.
  - d) West side, approximately 380 feet north of Whistler Wy. to approximately feet north of Le Baron Dr.; curb to wall including vines on wall.
- 8) Eagle Ridge Ln: East and west sides, Whistler Wy. to Cypress Run Dr.; curb to wall including vines on wall and center median.
- 9) Eagle Rock Ci. entrance: Center median from Whistler Wy. to Eagle Rock Ci.
- 10) Eight Mile Rd.: South side, Rivermont Dr. to Thornton Rd; curb to wall including vines on wall; where there is no wall, three feet south of the sprinklers next to adjoining undeveloped property. The goal is to have a three-foot clear area so when weed control is performed on the undeveloped property, which has typically been by disking, they do not disturb/damage the irrigation system for the shrub areas.
- 11) Jennifer Ln.: West side, from approximately 205 feet north of Little Grass Wy.; area between curb and wood fence including angled corner section.
- 12) LeBaron Dr.: North side, approximately 100 feet east of Macon Dr. to approximately 675 feet east of Kayla Ave.; curb to wall including vines on wall.
- 13) Little Grass Wy.: North side, from Jennifer Ln. to approximately 60 feet west of Jennifer Ln., area between curb and wood fence including angled corner section.

#### 14) Ocean Mist Wy.:

- a) East side, Breaker Wy. to approximately 800 feet south of Breaker Wy.; curb to wall including vines on wall.
- b) West side, Breaker Wy. to Ocean Mist Ct.; curb to wall including vines on wall, or where there is no wall, three feet west of the sprinklers at the westerly edge of the shrub areas. The goal is to have a three-foot clear area so when weed control is performed on the undeveloped property, which has typically been by disking, they do not disturb/damage the irrigation system for the shrub area.

### 16) Point Reyes Ci. entrance:

- c) North and south sides; curb to wall including vines on wall.
- d) Center median from River Oaks Dr. to Point Reyes Ci.

### 17) River Falls Ci. entrance

- a) Northwesterly and southeast sides; curb to wall including vines on wall.
- b) Center median; River Oaks Dr. to River Falls Ci.

#### 17) Rivermont Dr.:

- a) West side, Eight Mile Rd. to Waterbury Dr.; curb to wall including vines.
- b) East side, Pixley Slough Bridge to Waterbury Dr.; curb to wall including vines on wall.

#### 18) River Park Ci. entrance:

- a) Northwesterly and southeast sides, River Oaks Dr. to approximately 100 feet northeast into River Park Ci. from River Oaks Dr.; curb to wall, including vines.
- b) Center median from River Oaks Dr. to River Park Ci.

#### 19) River View Ci. entrance:

- a) East and west sides; curb to wall including vines on wall.
- b) Center median from River Oaks Dr. to River View Ci.
- 20) Swainsons Hawk St./Lands End Dr.: Intersection; approximately 30-foot diameter median and adjacent splitter islands.
- 21) Swainsons Hawk St./Winward Ave.: Intersection, approximately 11-foot diameter landscaped island.
- 22) St. Moritz Ci. entrance: North and south sides and median, approximately 160 feet east of Davis Rd./at wall to development to David Rd.; landscaping between wall and curb and in median.

#### 23) Thornton Rd.:

- a) East side, Eight Mile Rd. to approximately 1,700 feet south of Eight Mile Rd. (680 feet south of A.G. Spanos Blvd.; curb to wall including vines on wall; where there is no wall, three feet east of sprinklers next to adjoining undeveloped property. The goal is to have a three-foot clear area so when weed control is performed on the undeveloped property, which has typically been by disking, they do not disturb/damage the irrigation system for the shrub areas.
- b) East side, 100 feet north of Lonnie Beck Dr. to the north side of Bear Creek; curb to wall including vines on wall.
- 24) Walkway between 1503 Prairie Ln. and 10266 Jennifer Ln.: also, between the intersection of Whistler Wy./Davis Rd. and Prairie Ln./Jennifer Ln.; all landscaping wall to wall.
- 26) Waterbury Dr.: North and south sides, Rivermont Dr. to Davis Rd.; curb to wall including vines on wall.
- 27) Wave Crest Ln.: 2407 Wave Crest Ln. (between 2335 and 2419 Wave Crest) public open space lot (with playground).

#### 28) Whistler Wy.:

- a) North side, Thornton Rd. to Muir Woods Ave.; curb to wall including vines on wall.
- b) North side, Pixley Slough to Davis Rd.; curb to wall including vines on wall.
- c) North side, Davis Rd. to approximately 135 feet east of Eagle Ridge; curb to wall including vines on wall.
- d) South side, Thornton Rd. to Davis Rd.; curb to wall including vines on wall.

## 10-1.5 Northbrook Maintenance Area (Attachment I)

## Northbrook Maintenance Area Summary (Section 10-1.5);

Contractor is to perform <u>Full Landscape Service (LS-A)</u> for all maintenance assessment district areas.

Total area to be maintained is approximately 83,000 square feet; landscaped area is approximately 30,200 square feet. There are approximately 75 trees. There is approximately 5,500 linear feet of masonry wall. There are no booster pumps. There are no receptacles to be emptied. There are no Mutt Mitt dispensers in this maintenance area. There is a wall on the west side of the development that separates the residences form the railroad tracks. Contractor shall maintain a 12-foot clear area adjacent westerly to the wall.

## Areas to be maintained in Northbrook Maintenance Area;

- 1) Abigail Ct.: South end (also being the north end of Ian Ct.); approximately 50-foot wide landscaped area between the ends of Abigail Ct. and Ian Ct.
- 2) Cherise Wy. at Gianna Wy.: Intersection; landscaped traffic circle.
- 3) Christopher Ct.: South end (also being the north end of Tyke Dr.); approximately 50-foot wide landscaped area between the ends of Christopher Ct. and Tyke Dr.
- 4) Gianna Wy, at Tyke Dr. Intersection: landscaped traffic circle.
- 5) Lower Sacramento Rd.: west side; approximately 250 feet north of Marlette Rd. to approximately 250 feet south of Marlette Rd.; curb to masonry wall including vines on wall.
- 6) Marlette Rd.: Both sides, 110 feet south of Villa Point Dr. to Lower Sacramento Rd.; curb to masonry wall including vines on wall.
- 7) Scooter Ct.: South end (also being the north end of Gianna Ct.); approximately 50- foot wide landscaped area between the ends of Scooter Ct. and Gianna Ct.
- 8) Wall separating UPRR from development and Pitts Park: Area on west side of wall, weed control from wall to 12 feet west of wall. Approximately 1,910 linear feet. Wall runs from northwest corner of Pitts Park approximately 1,910 feet southeast to the southwest corner of the development and end of the wall.

## **10-1.6** Bridgeport Trails/Moss Gardens Maintenance Area (Attachment J)

## **Bridgeport Trails/Moss Gardens Maintenance Area Summary (Section 10-1.6):**

Contractor is to perform <u>Full Landscape Service (LS-A)</u> for all maintenance assessment district areas.

Total area to be maintained is approximately 148,000 square feet; landscaped area is approximately 107,900 square feet. There are approximately 175 trees. There is approximately 6,525 linear feet of masonry wall. There is one booster pump. There are no receptacles to be emptied. There are no Mutt Mitt dispensers in this maintenance area. There is one area, Area 1, west of Fresno Ave. that is to be maintained weed and litter-free

### Areas to be maintained in Bridgeport Trails/Moss Gardens Maintenance Area:

Approximately 35-foot wide access way that includes a 10-foot wide planter area north of the masonry fence at the north boundary of Bridgeport Trails Unit No. 5. This area starts approximately 350 feet north of Bard Wy. generally across from the fire station and then running west from Fresno Ave. for approximately 450 feet.

- 1) Charter Wy./Hwy. 4: South side, 390 feet east of Silverton Dr. to Fresno Ave.; curb to wall including vines on wall; where there is no wall, curb to concrete mow strip approximately 18 feet south of curb.
- 2) Eighth St.
  - a) North side, Fresno Ave. to approximately 980 feet west of Fresno Ave.; curb to wall including vines on wall.
  - b) North side, approximately 100 feet west of Pajaro Wy. to approximately 250 feet east of Pajaro Wy.; curb to wall including vines on wall.
- 3) Fresno Ave.
  - a) West side, Eighth St. to approximately 355 feet north of Bard Dr.; curb to wall including vines on wall.
  - b) East side, Charter Wy./Hwy. 4 to approximately 40 feet south of La Vita Dr. (north boundary of Fire Company No. 1); curb to wall including vines on wall; where there is no wall, curb to concrete mow strip approximately 18 feet east of curb.
  - c) East side, approximately 365 feet north of Bard Dr. (south boundary of City Fire Station No. 1) to approximately 315 feet south of Bard Dr. (north boundary of San Joaquin Elementary School); curb to wall including vines on wall.
- 4) La Vita Dr.: North and south sides, approximately 150 feet east of Fresno Ave. (at the wrought iron gate/fence) to Fresno Ave.; curb to wall including vines on wall and landscaped median.
- 5) Oxwell Dr.: West side, Platte Rd. to the south side of Burney Falls Dr.; curb to wall including vines on wall.

- 6) Pajaro Wy.: East side, from the north side of 1950 Pajaro Wy. up to and including the landscaped area behind the wrought iron fence at the northeast corner of Pajaro Wy. and Truckee Ln. next to 1611 Truckee Ln.
- 7) Silverton Dr. entrance: Both sides, Charter Wy./Hwy. 4; approximately 200 feet south to wrought iron gate/fence; curb to wall including vines on wall and median.

## 10-1.7 Little John Creek/Seabreeze Maintenance Area (Attachment K)

## <u>Little John Creek/Seabreeze Maintenance Area Summary (Section 10-1.7):</u>

Contractor is to perform **Full Landscape Service (LS-A)** for all maintenance assessment district areas.

Total area to be maintained is approximately 332,075 square feet; landscaped area is approximately 260,725 square feet. There are approximately 300 trees. There is approximately 11,460 linear feet of masonry wall. There are two booster pumps. There are no trash receptacles to be emptied. There are no Mutt Mitt dispensers in this maintenance area.

## **Special Services in Little John Creek/Seabreeze Maintenance Area:**

A. Contractor shall maintain item 4, "Open Space Area" in accordance with Seabreeze Stormwater Treatment Control Manual attached as Attachment O. This includes performing all required inspections and submitting inspection reports (see 9-14.3.5, Item 4 and Attachment O).

#### Areas to be maintained in Little John Creek/Seabreeze Maintenance Area:

- 1) Highbridge Ln.: West side, approximately 75 feet north of Rose Creek Dr. to approximately 75 feet south of Rose Creek Dr.; curb to fence/wall.
- 2) Industrial Dr.:
  - a) North side, east side of the Little John Creek Bridge to approximately 525 feet easterly of the Little John Creek Bridge; curb to wall including vines on wall.
  - b) North side, approximately 100 feet west of Minden Ln. to State Route 99 frontage road; curb to wall including vines on wall.
  - c) South side, approximately 70 feet west of Minden Ln. to State Route 99 frontage road; curb to wall including vines on wall.
- 3) Minden Ln.: East and west sides, Industrial Dr. to approximately 75 feet south of Industrial Dr.; curb to wall including vines on wall.
- 4) Open Space Area/Stormwater Treatment Control Measure: Pock Ln. to approximately 1,175 feet west of Pock Ln.; approximately 125-foot-wide storm water quality control feature/open space area. Inspect and maintain in accordance with Seabreeze Stormwater Treatment Control Manual attached as Attachment O. Maintenance tasks at this location include submitting monthly inspection reports for the storm water quality control feature. Turf and shrub areas to be maintained in accordance with the specifications.

#### 5) Pock Ln.:

- a) West side, approximately 875 feet north of Togninalli Ln. to north side of Little John Creek; curb to wall including vines on wall.
- b) East side, approximately 875 feet north of Togninalli Ln. to approximately 250 feet south of Togninalli Ln. to; curb to wall including vines on wall.
- 6) Rose Creek Dr.: North and south sides, State Route 99 frontage road to Highbridge Ln.; curb to wall including vines on wall.
- 7) State Route 99 Frontage Rd.: West side, approximately 1,125 feet north of Togninalli Ln. to approximately 900 feet south of Industrial Dr.; curb to wall including vines on wall.

#### 8) Togninalli Ln.

- a) North and south sides, State Route 99 Frontage Rd. to approximately 250 feet east of the State Route 99 Frontage Rd.; curb to wall including vines on wall.
- b) North side, approximately 275 feet east of Pock Ln. to Pock Ln.; curb to wall including vines on wall.
- c) North and south sides, Pock Ln. to approximately 100 feet east of Seashore Dr./ approximately 245 feet west of Pock Ln.; curb to wall including vines on wall.
- d) Togninalli Ln./Seashore Dr. Intersection; landscaped traffic island.

## 10-1.8 Oakmore Maintenance Area (Attachment L)

Oakmore Maintenance Area Summary (Section 10-1.8):

Contractor is to perform Full Landscape Service (LS-A) for all maintenance assessment district

Total area to be maintained is approximately 87,670 square feet; landscaped area is approximately 20,705 square feet. There are approximately 60 trees. There is approximately 2,475 linear feet of masonry wall. There is no booster pump. There are no trash receptacles. There are no Mutt Mitt dispensers. There is an undeveloped park site on Palermo St. that is to be kept weed free.

### Areas to be maintained in Oakmore Maintenance Area:

1) Alpine Ave.:

areas.

- a) North side, approximately 115 feet west of Montego Ave. to approximately 500 feet east of Montego Ave.; curb to wall including vines on wall.
- b) North side, Sanguinetti Ln. to approximately 280 feet west of Sanguinetti Ln.; area between the wall and curb.
- 2) Alvarado Ave.: north end, from end of Alvarado Ave. to top of Calaveras River levee, approximately 20-foot wide access path to levee.
- 3) Alvarado Ave: North end, Alvarado Ave. to approximately 510 feet east of Alvarado Ave.; approximately 20-foot wide areas from toe of Calaveras River levee.
- 4) Calaveras River Access: Alvarado Ave., northern terminus at Calaveras River/Beeler St.; approximately 20-foot wide by approximately 100-foot long access to the Calaveras River.
- 5) Mighty Oak Dr.: Both sides, Oak Forest Ave. to levee; curb to wall including vines on wall.
- 6) Palermo St.: West side, Chapman Oaks Dr. to Canby Oaks/3539 Palermo), undeveloped future park site; curb to approximately 115 feet west.
- 7) Red Oak Ln.: Access way between 4260 and 4248 Red Oak Ln.; wall to wall.
- 8) Sanguinetti Ln.:
  - a) West side, Alpine Ave. to Euclid Ave.; area between the masonry wall and wall and seam between gutter and street paving.
  - b) East side, 150 feet north of Stadium Dr. to Higgins Ave./Shady Forest Wy.; area between masonry wall and seam between gutter and street paving.
- 9) Sanguinetti Ln./Canby Oak Dr.: intersection; landscaped median.

## **10-1.9 Margie Jordan Estates Maintenance Area** (Attachment M)

### Margie Jordan Estates Maintenance Area Summary (10-1.9):

Contractor is to perform Full Landscape Service (LS-A) for all areas.

Total area to be maintained is approximately 5,300 square feet; landscaped area is approximately 2,470 square feet. There are approximately 10 trees. There is approximately 350 linear feet of masonry wall. There is no booster pump. There are no trash receptacles. There are no Mutt Mitt dispensers.

1) Washington St.: North side, approximately 100 feet west of Fresno Ave. to approximately 360 feet west Fresno Ave.; curb to wall including vines on wall.

## 10-1.10 Rancho Del Sol/Simbad Estates Maintenance Area (Attachment N)

### Rancho Del Sol/Simbad Estates Maintenance Area Summary (10-1.10):

Contractor is to perform <u>Full Landscape Service (LS-A)</u> for all maintenance assessment district areas.

Total area to be maintained is approximately 76,770 square feet; landscaped area is approximately 38,760 square feet. There are approximately 100 trees. There is approximately 2,040 linear feet of masonry wall. There is not a booster pump. There are no trash receptacles to be emptied. There are no Mutt Mitt dispensers in this maintenance area. The areas between the Duck Creek bike/pedestrian path and the hinge point of the levee is to be kept weed free. There are accesses to the Duck Creek bike/pedestrian path at Playa Del Sol Ave., Wesson Wy., Duck Ct., and Benedino Ci. that are all part of the areas to be maintained.

- 1) Airport Wy.: East side, approximately 200 feet south of Twelfth St. to Duck Creek; curb to masonry wall including vines on wall.
- 2) B St.: West side, Ralph Ave. to approximately 270 feet south of Ralph Ave.; curb to masonry wall including vines on wall.
- 3) Benedino Ci: Southwest corner, both sides of the paved entrance to the Duck Creek bike/pedestrian path; landscaping from the curb to the fence.
- 4) Duck Creek: North side, varying width landscaping and path from the north hinge point of the creek to the residential back yard fences; from Airport Wy. to approximately 1,920 feet east of Airport Wy. including the landscaping and hardscape generally north of the fence line where there are accesses at Playa Del Sol Ave., Wesson Wy., Duck Ct., and Benedino Ci. Contractor is to keep the area between the hinge point of the levee and the path weed free and to perform regular landscape maintenance on the landscaping between the path and the

residential fences.

- 5) Duck Creek path and landscaping: from approximately 125 feet north of the west end of Old Oak Drive/Old Oak Drive access to the path; then south and east approximately 1,600 feet (approximately 280 feet northwest of B Street); from two feet on the water side of the path to the residential fencing.
- 6) Duck Ct.: South end, landscaping from the curb to the fence on both sides of the paved entrance to the Duck Creek bike/pedestrian path.
- 7) Old Oak Dr.: West end; access way to Duck Creek bicycle/pedestrian path; from curb to bike path; approximately 40'x30' foot area.
- 8) Playa Del Sol Ave.: South end, landscaping from the curb to the fence on both sides of the paved entrance to the Duck Creek bike/pedestrian path.
- 9) Ralph Ave.: South side, approximately 100 feet west of Trisha Wy. to B St.; curb to masonry wall including vines on wall.
- 10) Wesson Wy.: South end, landscaping from the curb to the fence on both sides of the paved entrance to the Duck Creek bike/pedestrian path.

#### 10-2 SERVICE AREA LS-B: FULL LANDSCAPE SERVICE

Contractor is to perform **Full Landscape Service B (LS-B)** for all areas listed.

Total area to be maintained is approximately 3,077,371 square feet; landscaped area is approximately 1,622,806 square feet. There are approximately 1,000 trees. There is approximately 5,000 linear feet of masonry wall. There is no booster pump. There are no trash receptacles. There are no Mutt Mitt dispensers.

#### Areas to be maintained (LS-B):

- 1) Airport Way:
  - East side, Dr. Martin Luther King Jr. Blvd. to 130 feet north of Sixth St. (along the San Joaquin County Fairgrounds): edge of pavement to limit of landscaping/back of sidewalk/wall/fence. (LS-B)
  - b) East side, 130 feet north of Sixth St. to Sixth St.: edge of pavement to chain link fence and where there is no fence, four feet behind back of sidewalk. (LS-B)
  - c) East side, Sixth St. to approximately 245 feet south of Sixth St./north boundary of William Brotherhood Park; edge of pavement to building and chain link fence. (LS-B)
  - d) East side, Tenth St. to Twelfth St.; edge of pavement to limit of landscaping/
  - e) back of sidewalk/wall/fence which varies from approximately 15-20 feet east of the face of curb. (LS-B)
  - f) West side, Dr. Martin Luther King Jr. Blvd. to 500 feet south of 12th St: edge of pavement to limit of landscaping/back of sidewalk/wall/fence. (LS-B)
  - g) Median, east side; median between Airport Wy. and frontage road; from Michael St to 275 feet south of Carpenter Rd. (LS-B)
  - h) Center medians, Dr. Martin Luther King Jr. Blvd. to 200 feet south of Carpenter Rd. (LS-B)
- 2) Arch Rd. (East of State Route 99):
  - a) Both sides, from State Route 99 east frontage road to the northbound on/offramps; curb to fence line. Limits of maintenance for the areas between the curb and fence are those areas irrigated by the controller on north side of Arch Rd. approximately midway between State Route 99 east frontage road to northbound off and onramps. (LS-B)
  - b) Median: from State Route 99 east frontage road to east side of the State Route 99 overcrossing. (LS-B)
- 3) Arch Airport Rd. (between State Route 99 and Airport Wy.):
  - a) Median: west side of the State Route 99 overcrossing to Qantas Ln. (LS-B)
  - b) Median: Pock Ln. to B St. (LS-B)
- 4) Baker St.: Median, at Bedford, southwest quadrant. (LS-B)

- 5) Benjamin Holt Dr.:
  - a) North side, west side of northbound onramp to east side of southbound offramp, curb to 20 feet north. (LS-B)
  - b) South side, west side of northbound offramp to east side of southbound onramp, curb to 25 feet south. (LS-B)
  - c) Medians, Plymouth Rd. to 300 feet west of Grigsby Pl. (LS-B)
- Carson Pl.: Walkway between 228 and 234 Carson Pl. from Carson Pl. through to Brooking Park. (LS-B)
- 7) Center St.:
  - a) East side, from Weber Ave. to 100 feet south of Weber Ave. This is the west side of the Stewart Eberhart Building. (LS-B)
  - b) East side; Washington St. to Lafayette St. (LS-B)
- 8) Dr. Martin Luther King Jr. Blvd. from State Route 99 to Interstate Route 5 (I-5):
  - a) Center medians, Diamond St/Mariposa Ave to Bieghle Alley. (LS-B)
  - b) Center Medians, Airport Way to 350 feet west of Airport Way. (LS-B)
  - c) Center Medians, S. Stanislaus St to east side of I-5. (LS-B)
- 9) Eight Mile Rd. Grade Separation "A" (generally between Marlette Rd. and Davis Rd.):
  - a) North side, from 600 feet west of Marlette Rd. to 880 feet east of Davis Rd.; area from curb to barbed wire fence that is north of the service road that is at base of the slope. (LS-B).
  - b) South side, from 820 feet west of Marlette Rd. to approximately 520 feet east of Davis Rd.; edge of pavement to flood control wall. (LS-B)
  - c) Center median, from approximately 820 feet west of Marlette Rd. to approximately 880 feet east of Davis Rd. (LS-B)
- 10) Eight Mile Rd. Grade Separation "B" (generally between Golfview Rd. and Leach Rd.):
  - a) North side; Golfview Rd. to 270 feet east of Leach Rd.; curb to chain link fence that is north of the service road that is at base of the slope. (LS-B)
  - b) South side; Golfview Rd. to 270 feet east of Leach Rd.; curb to fencing that is south of the service road that is at the base of the slope. On the east side of the railroad tracks the fencing is chain link; west of tracks is barbed wire. (LS-B)
  - c) Center median; 340 feet west of Golfview Rd. to 350 feet east of Leach Rd. (LS-B)

## 11) El Dorado St.:

- a) East side, medians between El Dorado St. and east frontage road from Robinhood Dr. to 200 feet tof Yokuts Ave. (LS-B)
- b) East side, Washington St. to Lafayette St. (LS-B)
- c) West side; Yokuts Ave. to March Ln.; median between southbound El Dorado St. and west frontage road. (LS-B)
- d) West side, 100 feet south of March Ln. to Calaveras River Bridge; edge

- of pavement to back of sidewalk/wall/fence.
- e) From approximately 100 feet north of Bianchi Rd./Calaveras River Bridge to the bridge; all shrub growth shall be kept at a maximum height of two feet and keep two feet of clearance from the fence. (LS-B)
- f) West side, Pine St. to Cleveland St., 60-foot wide planted/landscaped area; edge of pavement to residential fences on west side of landscaped area including the frontages on Pine and Cleveland Streets. (LS-B)
- g) West side, Weber Ave. to 100 feet south; this is the east side of the Stewart Eberhardt Building. (LS-B)
- h) West side; Washington St. to Lafayette St. (LS-B)
- i) Center median; 295 feet north of Robinhood Dr. to 190 feet north of Ingram St. (LS-B)
- j) Center median; 125 feet north of E. Fulton St. to E. Fulton St. (LS-B)
- k) Center median; E. Stadium Dr. to E. Euclid St. (LS-B)

# 12) Fontana Ave.:

- a) Pedestrian/bike path and bridge from south end of Fontana Ave. to Smith Canal Levee then east on levee to bridge and across bridge to Shimizu Dr. (LS-B)
- b) Center median, at Country Club Blvd. (between stores). (LS-B)

## 13) Hammer Ln.:

- North side, from west side of 99 Frontage Rd. to 780 feet west of frontage road (380 feet east of Maranatha Dr.); edge of pavement to wall and if there is no wall to back of sidewalk. (LS-B)
- b) North side, Girardi Dr./The Pavilion to 440 feet east of Lorraine Ave. from edge of pavement to top of slope//wall/fence. (LS-B)
- c) North Side, Lorraine Ave to Montauban.; edge of pavement to wall or back of sidewalk where there is no wall. (LS-B)
- d) North side, Tam O'Shanter to Lan Ark, edge of pavement to top of slope/ fencing/wall. (LS-B)
- e) North side; El Dorado St. to Etna St. (LS-B)
- North side, 140 feet west of Misty Ln. to 300 feet east of Alexandria Pl.; edge of pavement to fence. (LS-B)
- g) North side; median between Hammer Ln. and north Frontage Rd.; 300 feet east of Alexandria Pl. to Alexandria Pl. (LS-B)
- h) North side; medians between Hammer Ln. and north Frontage Rd. Alexandria Pl. to Arguello. Keep oleanders to 30" in front of Stuart Gibbons Park. (LS-B)
- i) North side, 130 feet east of northbound I-5 onramp to northbound I-5 onramp; edge of pavement to CalTrans chain link fence. (LS-B)
- j) Center medians, State Route 99 Frontage Rd. West to 480 feet west of Mariners Dr. (end of Hammer Ln.). (LS-B)
- k) South side, Pavilion/Girardi to 390 feet east of Lorraine Ave.; edge of pavement to top of slope. (LS-B)
- I) South Side, Lorraine Ave to 690 feet west of Lorraine Ave. (LS-B)
- m) South Side; 515 feet west of Tam O'Shanter Dr. to 350 feet east of Lan Ark Dr. edge of pavement to top of slope/chain link fence/wall.; (LS-B)

- n) South Side; 350 feet east of Lan Ark Dr. to Lan Ark Dr. edge of pavement to wall. (LS-B)
- South side; Lan Ark Dr. to Etna St. edge of pavement to wall or if no wall, back of walk. (LS-B))
- p) South Side, 480 feet east of Pershing to Pershing Ave.; edge of pavement to wall or back of sidewalk. (LS-B)
- q) South side, medians between Hammer Ln. and frontage road, Alexandria PI to Kelley Dr. (LS-B)
- r) Median, south side; at base of I-5 northbound offramp. (LS-B)
- 14) Harding Wy.: North side, median between Harding Wy. and Harding Wy. frontage road from Palm Ave./cemetery entrance to 600 feet east of Palm Ave. (main cemetery entrance). (LS-B)
- 15) Interstate 5 (I-5): East side, Approximately 2,100 feet north of Otto Dr. to 1690 feet south of Otto Dr.; landscaping and oleanders in the area on the west side of the residential wood fences. Prune oleanders to promote full natural height and width and encourage dense side growth to screen fence. Oleanders shall be kept to two feet above the top of the fence; and shall be allowed to grow against the fence and be kept to two feet west of the fence. (LS-B) The balance of this area is maintained under the WC-FM service level.
- Jamestown St.: North side, El Dorado St. to Claremont Ave.; edge of pavement to fence.
   (LS-B)
- 17) Lemmore Pl.:
  - a) Walkway between 4611 and 4615 Lemmore Pl. from Lemmore Pl. to Brooking Park. (LS-B)
  - b) Walkway between 4614 and 4620 Lemmore PI. and 4707 and 4713 Kelsey PI. from Lemmore PI. to Kelsey PI. (LS-B)
- 18) Lower Sacramento Rd. Grade Separation
  - a) East side; approximately 140 feet northeast of Grider Way to approximately 750 feet northeast of Grider Way/north side of railroad bridge; curb to wall. (LS-B)
  - b) East side; approximately 750 feet northeast of Grider Wy/north side of railroad bridge to approximately 1,520 feet north of Grider Wy./south edge of access drive; edge of pavement to chain link fence at top of slope. (LS-B)
  - c) West side; from approximately 930 feet south of Marlette Rd./beginning of sidewalk to approximately 140 feet north of Grider Wy.; edge of pavement to chain link fence at top of slope. (LS-B)
  - d) West side; from approximately 140 feet north of Grider Wy. to Grider Wy.; edge of pavement to approximately 15 feet behind back of driveway to edge of parking lot. (LS-B)
  - e) Center median; from approximately 1,250 feet south of Marlette Rd. to Grider Wy. (LS-B)

### 19) March Ln.:

- a) North and south sides, between Palm Plaza and Holiday Dr.; the vines/rosemary in this area are designed to trail or cascade down the retaining wall. The vines/rosemary shall be allowed to grow or trail from the raised planter areas and shall be kept trimmed to eight feet above the sidewalk level.
- b) North side, Palm Plaza to Holiday Dr.; edge of pavement to fence/top of slope including any tree wells and the landscaping at railroad crossing. (LS-B)
- c) North side of west side, northbound I-5 onramp to east side southbound I-5 offramp; curb to 20 feet north. (LS-B)
- d) South side, Palm Plaza to 425 feet west of Hillsboro Wy.; edge of pavement to back of sidewalk/wall/fence including any tree wells and all landscaping between Palm Plaza to Holiday Dr. at railroad crossing. (LS-B)
- e) South side of west side, northbound I-5 offramp to east side southbound onramp; curb to 15 feet south of curb. (LS-B)
- f) Center medians, West Ln. to Feather River Dr. (LS-B)
- g) Median at the base of the northbound I-5 offramp. (LS-B)
- 20) Mariposa Rd.: Median, on south side of Dr. Martin Luther King, Jr. Blvd. at intersection. (LS-B)
- 21) Mark Twain Pl.: Walkway between 4602 and 4608 Mark Twain Pl.; from Mark Twain Pl. to Brooking Park. (LS-B)

## 22) Market St.:

- a) North side, Filbert St. to C St.; edge of pavement to back of wall/fence. (LS-B)
- b) South side, B St. to 145 feet west of B Street. (LS-B)

# 23) Miner Ave.:

- a) North side, Pilgrim St. to Aurora St.; edge of pavement to top of slope/fence/retaining wall at/under railroad crossing. (LS-B)
- b) South side, Pilgrim to Aurora St.; edge of pavement to top of slope/fence/retaining wall at/under railroad crossing. (LS-B)
- 24) Montauban Ave.: Traffic Circle, at Swain. (LS-B)
- 25) Myrtle St.: South side, Filbert St. to 200 ft. west of D St.; curb to wall. (LS-B)
- 26) Oxford Ci.: Median. (LS-B)

# 27) Pacific Ave.:

- a) East side, median between Pacific Ave. and east frontage road, approximately 250 feet north of Longview Ave. to Longview Ave. (LS-B)
- b) East side, median between Pacific Ave. and east frontage road, Longview Ave. to 470 feet south of Longview Ave. The oleanders in this section of Pacific Ave. median shall be kept to three feet high from Longview to 80 feet south of Longview; and eight feet high for the remainder of the median. The oleanders in eight-foot high segment shall be kept thinned out so there is a clear line of sight from Pacific Ave. to the frontage road. (LS-B)
- c) Center median; 360 feet north of March Ln. to Rosemarie Ln. (LS-B)
- d) Center median; south side of Calaveras River Bridge to Fulton St. (LS-B)
- e) Center median, Elm St. to Harding Wy. (LS-B)
- 28) Plymouth Rd.: East side, 335 feet north of Benjamin Holt Dr. to Benjamin Holt Dr.; from edge of pavement to chain link fence. (LS-B)
- 29) Regent Ct.: Medians, from Pacific Ave. to approximately 250 feet west of Pacific Ave. at north/south split of Regent Ct. (LS-B)
- 30) Sousa St. Median, approximately 110 feet north of Bianchi Rd. to Bianchi Rd. (LS-B)
- 31) Summit Pl.:
  - a) Walkway from Summit PI. to Tuolumne PI. between 508 and 514 Summit PI. and between 505 and 511 Tuolumne PI. (LS-B)
  - b) Walkway between 502 and 505 Summit Pl. to Brooking Park. (LS-B)
- 32) Swain Rd.:
  - a) Center medians, Welch Ave. to Tam O'Shanter Dr. (LS-B)
  - b) Traffic Circle, at Montauban. (LS-B)
- 33) Thornton Rd.
  - a) East side, from Bear Creek to Colt Dr., edge of pavement to wall or back of walk if there is no wall. (LS-B)
  - b) Median, west side frontage median, from south side of Estate Dr. to north side of Stanfield Drive. This area will include approximately 70 trees in wells, landscaping, approximately 700 shrubs, and approximately 23,000 square feet of decomposed granite with drip irrigation. (LS-B)
- 34) Tuxedo Ct.: Medians, from Pacific Ave. to 425 feet west of Pacific Ave. at north/south split of Tuxedo Ct. into Tuxedo N. Ave. and Tuxedo S. Ave. (LS-B)

# 35) Washington St.:

- a) South side; 185 feet west of S. Wilson Wy. to S. Airport Wy.; edge of pavement to retaining wall. (LS-B)
- b) South side, approximately 70 feet west of Stanislaus to Center St. (LS-B)

### 36) Weber Ave.:

- a) South side; El Dorado St. to Center St. This is adjacent to the Stewart Eberhardt Building. (LS-B)
- b) Center medians; 330 feet east of Aurora St./railroad to Center St. (LS-B)

## 37) West Ln.:

- a) East side, median between West Ln. and frontage road, 560 feet north of Hammertown Dr. to 1050 feet south of Hammertown Dr. (LS-B)
- b) Median, East side, from 860 feet north of El Pinal Dr. to El Pinal Dr.; (median between West Ln. and frontage road). *The oleanders in this median shall be kept to a height of three feet or less* at all times so as not to block the view from West Ln. to the businesses that are on the frontage road. (LS-B)
- c) Center Medians; 290 feet south of Knickerbocker Dr. to Swain Rd. (LS-B)
- 38) Yosemite St.: Center median from Vine St. to Willow St. (LS-B)

#### 10-3 SERVICE AREA BU: BACK-UP WALL WEED CONTROL

These sites shall be maintained at the **Back-Up Wall-Weed Control (BU)** service level.

The total area of these sites is approximately 521,700 square feet. There are just over approximately 40,100 linear feet of walls. There are approximately 800 trees and 750 tree wells.

# Areas to be maintained (BU):

- Atchenson St.: North side, West Ln. to Montauban; edge of pavement to back of wall/fence including any tree wells. (BU)
- 2) Bianchi Rd.: North side, Greensboro Wy. to 650 feet west of Hillsboro Wy./220 feet east of Dorset St., edge of pavement to fence. (BU)
- 3) Brookside Rd.: North side, McGaw to 1,700 feet west of Feather River Dr. (east side of Brookside Elementary School); edge of pavement to back of sidewalk/wall/ fence. (BU)
- 4) Caywood Dr.: West side, Morada Ln. to 100 feet south of Tuscany Ci.; edge of pavement to back of sidewalk/wall/fence. (BU)
- 5) Center Street: West side; from 170 feet north of Oak St. to Oak Street; face of curb to planters. (BU)
- 6) Charter Way/Hwy. 4: South side, 550 feet east of the San Joaquin River Bridge to east side of San Joaquin River Bridge; curb to back of sidewalk/wall. (BU)
- 7) Claremont Ave.: West side, Jamestown to Bianchi; curb to fence. (BU)
- 8) Davis Rd.
  - a) East side, 700 feet north of Chaparral Wy. (south side of Bear Creek Bridge) to 300 feet south of Chaparral Wy.; edge of pavement to back of sidewalk/wall/fence. (BU)
  - b) East side, Woodcreek Wy. to Mosher Slough/Thornton Rd. intersection; between edge of pavement to fence. (BU)
  - West side, south side of Bear Creek Bridge to Wagner Heights Rd.; edge of pavement to fence EXCEPT WHERE PLANTED. (BU)
- 9) Diamond Oaks St.: Both sides, Eighth St. to 250 feet south of Eighth St.; from face of curb to wall. (BU)

## 10) Eighth St.:

- a) North side, Argonaut St. to 400 feet west of Capitola Ci. entrance; edge of pavement to back of sidewalk/fence/wall. (BU)
- b) North side; 730 feet east of Tillie Lewis Dr. to Houston Ave.; from edge of pavement to back of sidewalk/fence/wall. (BU)
- c) South side, 450 feet east of Laguna Ci. to Houston Ave.; edge of pavement to back of sidewalk/fence/wall. (BU)

### 11) El Dorado St.:

- a) East side, Ponce De Leon Ave. to Mosher Slough Bridge; edge of pavement to back of sidewalk/fence. (BU)
- b) West side; Hammer Lane to approximately 300 feet south of Hammer Ln. (BU)

## 12) Feather River Dr.:

- a) East side, Seagull Dr. to 500 feet north of Driftwood Pl.; edge of pavement to chain link fence. (BU)
- b) West side, Seagull Dr. to 500 feet north of Driftwood Pl.; edge of pavement to eight feet west or to fence whichever is farther. (BU)

### 13) Fresno Ave.:

- a) East side, Eighth St. to 250 feet south of Eighth St.; edge of pavement to back of sidewalk/wall/fence. (BU)
- a) West side, Eighth St. to 250 feet south of Eighth St.; edge of pavement to back of sidewalk/wall/fence. (BU)
- 14) Hammer Ln.: North side, 400 feet east of Richland to 385 feet east of Kelley Dr., edge of pavement to wall. (BU)
- 15) Houston Ave.: East side; Eighth St. to 250 feet south of Eighth St. (BU)
- 16) Kelley Dr.: East side, 220 feet south of Stanfield Dr. to 225 feet north of Worchester Wy.; edge of pavement to fence. (BU)
- 17) Knickerbocker Dr.: North side; West Ln. to New York Dr.; edge of pavement to wall/fence.(BU)

### 18) Ladd Tract Rd.:

- a) East side, approximately 275 feet north of Ladd Tract Ct.; edge of pavement to precast concrete fence system. (BU)
- a) East side, Ladd Tract Ct. to approximately 100' south to end of pre-cast fence system. (BU)
- 19) Land View Dr.: East side, Carolina Pl. to 180 feet north and west of Carolina Pl. (100 feet east of Halleck); edge of pavement to back of sidewalk/wall/fence. (BU)

20) Lorraine Ave.: West side, Hammer Ln. to 250 feet south of Hammer Ln. edge of pavement to wall. (BU)

## 21) Lower Sacramento Rd.

- a) East side, south side of Morada Ln to Ponce de Leon; edge of pavement to fence. (BU)
- b) East side, approximately 100 feet south of Mac Duff Ave. at brick pillar to approximately 460 feet south of MacDuff Ave. at end of wood fence/start of church property; edge of pavement to wood fence. (BU)
- c) West side, at south side of Bear Creek bridge to approximately 100 feet north of Armor/start of sidewalk; edge of pavement to fence. (BU)
- d) West side, 100 feet north of Armor/start of sidewalk to 180 feet south of Royal Oaks; from seam of pavement to wall. (BU)
- e) West side, 700 feet north of Sunnyoak Wy. to Mosher Slough Bridge; edge of pavement to wall. (BU)
- f) West Side, 115 feet south of Mac Duff Ave. to 100 feet north of Katherine Ave.; edge of pavement to wall. (BU)
- g) West side; 100 feet south of Katherine Wy. to Paloma Wy.; edge of pavement to fence. Contractor's weed control actions shall not result in any damage to any ornamental shrubs in this work area. (BU)
- h) West side; Paloma Wy. to 75 feet south of El Camino Ave.; edge of pavement to five feet west. Contractor's weed control actions shall not result in any damage to any ornamental shrubs in this work area. (BU)

### 22) McAuliffe Rd.:

- a) North side; from approximately 600 feet west of Iron Canyon Ci. to pavement 400 feet east of Trinity Parkway (this is the area under the freeway); edge of pavement to wall. (BU)
- b) South side; from approximately 600 feet west of Iron Canyon Ci. to approximately 400 feet east of Trinity Parkway; this is the area under the freeway; edge of pavement to wall. (BU)

c)

# 23) Montauban Ave.:

- a) East side, 380 feet north of Swain Rd. to 300 feet south of Swain Rd.; from edge of pavement to back of sidewalk/wall/fence. (BU)
- b) West side, 375 feet north of Swain to 330 feet south of Swain Rd.; from edge of pavement to back of sidewalk/wall/fence. (BU)

# 24) Morada Ln.:

- South side, 555 feet east of Fox Creek Dr. to approximately 100 feet west of Cherbourg Way. (BU)
- b) South side, Caywood Dr. to 355 feet east of West Ln.; edge of pavement to masonry wall. (BU)
- 25) Morgan Pl.: West side, 115 feet south of Swain Rd. to 550 feet south of Swain Rd.; from edge of pavement to back of sidewalk/wall/fence. (BU)

- 26) Nottingham Dr.: Bicycle/pedestrian walkway from Robinhood Dr. to Nottingham Dr.; goes between 133 and 205 Robinhood Dr. to between 126 and 202 Nottingham Dr. See also Robinhood Dr. (BU)
- 27) Oak St; north side; Center Street to approximately 240 feet west of Center St; curb to planter. (BU)
- 28) Pajaro Wy.:
  - a) East side; Eighth St. to Willow Park Wy.; edge of pavement to fence. (BU)
  - b) West side; Eighth St. to Willow Park Wy.; edge of pavement to fence. (BU)
- 29) Robinhood Dr.: Bicycle/pedestrian walkway from Robinhood Dr. to Nottingham Dr.; goes between 133 and 205 Robinhood Dr. to between 126 and 202 Nottingham Dr. (LS) See also Nottingham Dr. (BU)
- 30) Swain Rd.: North side, Palamino Ct. to Gentry Ct. (BU)
- 31) Tillie Lewis Dr.:
  - a) East side; 250 feet north of Eighth St. to Eighth St., curb to wall. (BU)
  - b) West side; 250 feet north of Eighth St. to Eighth St., curb to wall. (BU)
- 32) Washington St.: North side, Madison St. to Commerce St., edge of pavement to back of sidewalk. (BU)
- 33) West Ln.:
  - a) East side, approximately 85 feet south of Swain Rd. to Atchenson St. (BU)
  - a) West side; south side of Mosher Slough Bridge to Knickerbocker Dr. (BU)
  - West side; approximately 115 feet south of Swain Rd. to 280 feet north of Access St. (BU)

### 10-4 SERVICE AREA WC: WEED CONTROL

These bid items will be maintained at the **Weed Control (WC)** level.

The total area of these sites is approximately 4,260,000 square feet. It includes approximately 452 trees and 319 tree wells.

## Areas to be maintained (WC):

1) Acacia Ct.: South side, from Carlton Ave. to 325 feet west of Carlton Ave.; edge of pavement to fence. (WC)

### 2) Acacia St.:

- a) At Harrison St., keep traffic circle weed-free. (WC)
- Northeast side, between King and Wilshire Aves.; edge of pavement to fence.(WC)
- c) South side, Carlton Ave. to 125 feet east of Carlton Ave.; edge of pavement to back of fence. (WC)

## 3) Airport Wy .:

- a) East side, Washington to Lafayette St. (under Crosstown Freeway); edge of pavement to back of sidewalk/wall/fence and flat unplanted area. (WC)
- b) East side, Mormon Slough Bridge between Anderson and Jackson: both sides north and south of the bridge; from pavement to ten feet east of curb. (WC)
- East side, bridge over Duck Creek between Twelfth St. and Michael Ave.
   (approximately 15 x 20-foot area on southeast corner of bridge, from edge of pavement to pipe gate. (WC)
- d) East side, Arch Airport Rd. to CE Dixon St./Performance Dr.; edge of pavement to eight feet east of edge of pavement, EXCLUDING any landscaped areas. (WC)
- e) West side, Washington to Lafayette St. (under Crosstown Freeway); edge of pavement to back of sidewalk/wall/fence and flat unplanted area. (WC)
- f) side, Mormon Slough Bridge between Anderson and Jackson: both sides north and south of the bridge; from pavement to 10 feet west of curb. (WC)
- g) West side, bridge over Duck Creek between Twelfth St. and Michael Ave.; approximately 15 x 20-foot area at northwest corner of bridge between edge of pavement and chain link fence. (WC)
- h) West side, Ralph Ave. to approximately 1,325 feet south of Ralph Ave.; edge of pavement to chain link fence. (WC)
- i) West side; 750 feet south of Zephyr St. to Industrial Dr.; edge of pavement to five feet west of edge of pavement. (WC)
- j) West side, Industrial Dr. to 1,500 feet south of Sperry Rd./Arch-Airport Rd.; edge of pavement to five feet west of edge of pavement. (WC)
- k) Performance Dr. to 1,000 feet south of Performance Dr./south city limits; edge of pavement to five feet west of edge of pavement. (WC)
- I) Center medians, 125 feet north of Clay St. to Dr. Martin Luther King Jr. Blvd.

(WC)

- m) Center medians; 200 feet south of Carpenter Rd. to 1,000 feet south of Performance Dr. (WC)
- n) Center medians; 370 feet north of Stinson Rd. to 900 feet north of French Camp Rd. (WC)
- 4) Alexandria PI.: 330 feet north of Canyon Creek to 270 feet north of Canyon Creek; 70 feet wide, all area from end of street pavement to one foot north of the barricade at the top of levee slope and from chain link fence on west side of Alexandria PI. to approximately 65' east. (WC)
- 5) Alpha Drive Alpha Dr.: This is the westerly extension of Davis Rd., west of Thornton Rd. from Thornton Rd. to approximately 610 feet west to west end of the storage facility; from the walls of the facility to the north hinge point of Mosher Slough. (WC)
- 6) Alpine Ave.:
  - a) North side, 130 feet west of Palmero St. to 650 feet west of Palmero St., edge of pavement to five feet north of sidewalk or fence if one is present. (WC)
  - b) North side, 100 feet east of San Rafael Ave. to San Rafael Ave., edge of pavement to fence. (WC)
  - c) Center Medians, 460 feet east of West Ln., to West Ln. (WC)
  - d) Center medians, West Ln. to 50 feet west of UPRR (west of West Ln.). (WC)
  - e) Center median, between Sanguinetti and El Pinal. (WC)
  - f) Median, at Kensington; southeast quadrant. (WC)
  - g) Median, at Pershing; southwest quadrant. (WC)
- 7) Anderson Park: Walkway from southwest corner of park to Cresenda/Glendora Ave. This walkway goes from the southwest corner of the park then along the east side of the California Water Service well site, then along the north side of 6134 Cresenda Ave. ending at Cresenda Ave. (WC)
- 8) Anderson St.: Both sides, 400 feet west of Harrison St. to 730 feet west of Harrison St. (generally from the east side of I-5 to the west side of I-5; edge of pavement to CalTrans chain link fence and slope area on both sides of I-5 EXCEPT for the landscape area on the north side. (WC)
- 9) Arch Airport Rd.: South side, between State Route 99 and Qantas Ln., (west side of southbound State Route 99 onramp); landscaping in immediate area of irrigation controller (between the curb and fence east and west of cabinet). Limit of maintenance for this area is that irrigated by the controller (approximately 10'x10'). (WC)
- 10) Arch Airport between Performance Dr. and Frank West Ci./S. French Camp Rd.: Center median, Performance Dr. to Frank West Ci./S. French Camp Rd. (WC)

## 11) Aurora St.:

- a) East side, Washington St. to Lafayette St.; edge of pavement to five feet From back of sidewalk. (WC)
- b) East side, Mormon Slough Bridge to 200 feet north of Worth St.; curb to four feet from back of sidewalk. (WC)
- c) East side, 150 feet north of Fourth St. to Fifth St.; curb to fence. (WC)
- d) West side, Oak St. to Fremont St.; curb to fence. (WC)
- e) West side, Washington St. to Lafayette St.; edge of pavement to back of sidewalk/fence. (WC)
- f) East side, Mormon Slough Bridge to 200 feet north of Worth St.; curb to four feet from back of sidewalk. (WC)
- g) Center medians, 35 feet north of Miner Ave. to 35 feet south of Miner Ave. (WC)
- h) Center median, 150 feet south of Scotts Ave. to Taylor St. (WC)
- 12) Benjamin Holt Dr.; north side, 1,750 feet east of Plymouth Rd. to Plymouth Rd.; edge of pavement to fence. (WC)

### 13) Bianchi Rd.:

- North side, 50 feet east of UPRR crossing to 50 feet west of UPRR crossing, from edge of pavement to 15 feet north. (WC)
- b) North side, Sousa St. to Claremont Ave.; edge of pavement to fence. (WC)
- c) South side, 50 feet east of UPRR crossing to 50 feet west of UPRR crossing, from edge of pavement to 15 feet south. (WC)
- d) South side, 80 feet west of Sousa St. to 170 feet east of Claremont (east and west sides of El Dorado St. Bridge); from edge of pavement to top of slope. (WC)
- e) South side; Carson Pl./bike path to 100 feet east of Bidwell; edge of pavement to top of levee slope. (WC)
- f) Center medians, Tennalinde Ln. to Ijams Rd. (WC)
- g) Medians, southeast quadrant at Ijams Rd. intersection. (WC)
- h) Center medians; 50 feet east of UPRR crossing to 50 feet west of UPRR crossing. (WC)
- i) Center medians; Sousa St. to Claremont Ave. (WC)

## 14) Brookside Rd.:

- a) South side, 520 feet west of Pershing Ave. to McGaw, edge of pavement to fence. (WC)
- a) South side, McGaw to 1,700 feet west of Feather River Dr. (south across from the east side of Brookside Elementary School); edge of pavement to eight feet back from of edge of pavement. (WC)

### 15) Buena Vista Ave.:

- a) East side, 50 feet south of Flora to Fremont St.; edge of pavement to Caltrans chain link fence or back of sidewalk whichever is further. Where there is ice plant/landscaping growing, it is not to be damaged. (WC)
- b) West side, Flora to Fremont St.; edge of pavement to Caltrans chain link fence or back of sidewalk whichever is further. Where there is ice plant or other landscaping growing it is not to be damaged. (WC)

### 16) California St.:

- a) East side, bridge over Mormon Slough, from 130 feet south of Hazelton Ave (10 feet north of the bridge) to 290 feet south of Hazelton Ave. (30 feet south of the bridge) excluding the bridge itself; curb to 20 feet west of curb. (WC)
- c) West side; bridge over Mormon Slough, from 130 feet south of Hazelton Ave (10 feet north of the bridge) to 290 feet south of Hazelton Ave. (30 feet south of the bridge) excluding the bridge itself; curb to 20 feet west of curb. (WC)
- c) Medians, 50 feet north of Arcade St. to Arcade St. (WC)
- 17) Camanche Ln.: Union Pacific railroad tracks to Holiday Dr. This segment of road is not developed. Area of work is from the residential fences to a minimum of 70 feet south of the fences and from Holiday Dr. to approximately 835 feet east of Holiday Dr. (WC)

## 18) Caribbean Ci. entrances:

- a) Median, between Atchenson St. and Caribbean Ci. (WC)
- b) Median, between Montauban Ave. and Caribbean Ci. (WC)

## 19) Carlton Ave.:

- a) East side, Acacia St. to 100 feet north of Fremont St.; curb to CalTrans chain link fence. Where there is ice plant growing it is not be damaged. (WC)
- b) West side, Acacia St. to 60 feet north of Fremont St.; curb to CalTrans chain link fence. Where there is ice plant growing it is not be damaged. (WC)

## 20) Carolyn Weston Blvd./Downing Ave.:

- North side, from Manthey Rd. adjacent to southbound I-5 offramp to east side of bridge over French Camp Slough; edge of pavement. (WC)
- d) Medians, from southbound I-5 offramp approximately 1,200 feet west to Manthey Rd. (WC)

### 21) Center St.:

- Both sides, overpass between Church and W. Anderson Strs.; across bridge, around sides at bottom of bulkheads and bridge pilings and under the overpass at ground level, all areas under bridge. (WC)
- b) Median; west side, at Oak St. (WC)

## 22) Charter Wy./Hwy. 4:

- a) North side, Tillie Lewis Dr. to east side of San Joaquin River Bridge; edge of pavement to north side of ditch. (WC)
- b) Center Median; west side of I-5 to Navy Dr./Stockton St. (WC)

## 23) Cherbourg Wy. at Mosher Slough Bridge (between Hollywood Dr. and Pyrenees)

- a) East side; from approximately 20 feet north of bridge to approximately 20 feet south of bridge excluding the bridge itself; from curb to chain link fence or if no fence 20 feet east from curb. (WC)
- b) West side; from approximately 20 feet north of bridge to approximately 20 feet south of bridge excluding the bridge itself; from curb to chain link fence or if no fence 20 feet west from curb. (WC)

## 24) Church St.:

- a) North side, 275 feet west of Harrison St. to west side of I-5; edge of pavement to 10 feet north from edge of pavement. (WC)
- b) North side, Pershing Ave. to 280 feet east of Fresno Ave.; CalTrans chain link fence. (WC)
- c) South side, 90 feet west of Harrison St. to west side of I-5; edge pavement to 10 feet south of edge of pavement. (WC)

### 25) Claremont Ave.:

- a) Bicycle/pedestrian walkway from Robinhood Dr. to Nottingham Dr., located between 133 and 205 Robinhood Dr. and 126 and 202 Nottingham Dr. (WC)
- b) Median, island at Bianchi Rd. (WC)
- c) Median, island at Jamestown. (WC)
- 26) Clayton St.: median, S. El Dorado St. to 85 feet west of S. El Dorado St. (WC)
- 27) Clowes Ct.: median, from West Ln. to approximately 70 feet west of West Ln. (WC)

### 28) Commerce St.:

- a) East side, Hazelton Ave. to Scotts Ave.; edge of pavement to 10 feet east of edge of pavement. (WC)
- a) West side, Oak to Fremont, edge of pavement to back of sidewalk. (WC)
- b) West side, Hazelton Ave. to Scotts Ave.; curb to fence or 10 feet from curb, whichever is farther. (WC)
- c) Traffic circle and median at Poplar. (WC)
- d) Traffic circle and median at Flora. (WC)

## 29) Country Club Blvd.:

- a) North side, Plymouth Ave. to Ryde Ave. (under I-5); edge of pavement to back of sidewalk. (WC)
- b) South side, Plymouth Ave. to Ryde Ave. (under I-5); edge of pavement to back of

sidewalk. (WC)

### 30) Crown Ave.:

- a) East side; 230 feet south of Rose Marie Ln. to 100 feet north of El Monte; edge of pavement to back of sidewalk/wall/fence. *Behind apartments* (WC)
- b) West side, 325 feet south of Rose Marie Ln. to El Monte; edge of pavement to back of sidewalk/wall/fence. *Next to Stagg High* (WC)

# 31) D. St.:

- a) East side, 25 feet south of Roosevelt St. to 110 feet north of Anita St.; edge of pavement to approximately 10 feet east to east side of ditch. (WC)
- a) Barricade 25 feet north of Cradle Ct.; barricade to five feet north. (WC)

### 32) Davis Rd.

- a) East side, 120 feet north of Pixley Slough Bridge to 110 feet south of Pixley Slough Bridge; from curb/edge of pavement to fence; if no fence, then 15 feet from back of sidewalk. (WC)
- b) West side, 120 feet north of Pixley Slough Bridge to 70 feet south of Pixley Slough Bridge; from curb/edge of pavement to fence; if no fence, then 15 feet from back of sidewalk. (WC)
- c) Median on east side at intersection with Thornton Rd. *This area is surrounded by a curb and area bounded by the curb is to be kept weed free.* (WC)

# 33) Deer Creek Ci.:

- a) Median between Bluegrass Dr. and Deer Creek Ci. (WC)
- b) Median at southwest corner of Deer Creek Ci. (WC)

## 34) Diamond St.:

- a) Mormon Slough Bridge, west side; from 30 feet north of bridge to bridge; edge of pavement to 20 feet west. (WC)
- b) Medians, northeast and northwest quadrants, approximately 100 feet north of Dr. Martin Luther King Jr. Blvd. to Dr. Martin Luther King Jr. Blvd. (WC)

## 35) Don Ave.:

- Mosher Slough Bridge, west side; approximately 20 feet north of the bridge to 30 feet south of the bridge excluding the bridge itself; from back of sidewalk to 20 feet west. (WC)
- Mosher Slough Bridge, east side, approximately 20 feet north of the bridge; from back of sidewalk to 20 feet east; back of side walk to eight feet behind sidewalk for length of bridge. (WC)
- 36) Dorset St.: northeast side, Surry Ln. to approximately 115 feet northwest of Berkshire Ln.; edge of pavement to fence. (WC)

- 37) Dr. Martin Luther King Jr. Blvd. from State Route 99 to I-5 (Interstate Route 5):
  - a) North side; west side of State Route Highway 99 to Diamond St./Mariposa Rd.; back of walk to Eleanor Ave. and fence, including slopes. (WC)
  - b) North side, Airport Wy. to Pilgrim. (WC)
  - South side, from west side of State Route Highway 99 to Mariposa Rd./
     Diamond St.; back of sidewalk or when no sidewalk, from edge of pavement to fencing at top of slope or to barb wire fencing, including all slopes. (WC)
  - d) South side, Diamond St./Mariposa Rd. intersection; edge of pavement to five feet behind edge of pavement. (WC)
  - e) South side, 325 feet west of Airport Wy. to Aurora St. (WC)
- 38) Duronia Rd.: south end of roadway/barricade (south off of Abruzzi Ci.); from the barricade to the wooden and chain link fence that is approximately 13 feet south of the barricade and the area from the residential fence on the east to the residential fence on the west. The area is approximately 13 feet by 70 feet. *Contractor shall be careful not to damage any of the adjoining property's crops.* (WC)

## 39) Eight Mile Rd.:

- a) North side, from west side of State Route 99 frontage road to Golf View Rd.; edge of pavement to fence, or if no fence five feet north of edge of pavement. Contractor shall be careful not to damage any of the adjoining property's crops or ornamental landscaping. (WC)
- b) North side, from Lower Sacramento Rd. to 600 feet west of Marlette Rd.; edge of pavement to eight feet north of edge of pavement. (WC)
- c) North side; 880 feet east of Davis Rd. to 2625 feet west of Thornton Rd. (across from the east boundary of Oak Grove Regional Park); edge of pavement to eight feet north of edge of pavement. Contractor shall be careful not to damage any of the adjoining property's crops or ornamental landscaping. (WC)
- d) North side, Trinity Parkway to 11,900 feet west of Trinity Parkway/east side of Bishop Cut Bridge; edge of pavement to five feet north of edge of pavement. Contractor shall be careful not to damage any of the adjoining property's crops or ornamental landscaping. (WC)
- e) South side, from 815 feet east of Marlette Rd. (west side of Pixley Slough Bridge) to 820 feet west of Marlette Rd.; curb to back of sidewalk. (WC)
- f) South side, west side of I-5 north offramp to east side of south onramp; seam between pavement and elevated sidewalk to wall. (WC)
- g) Center median, 150 feet west of Stoney Gorge to 150 feet east of Stoney Gorge (median is made of parking blocks). (WC)

# 40) Eighth St.:

- a) North side, Turnpike Rd. to east side northbound I-5 onramp; edge of pavement to CalTrans chain link fence. Contractor shall take care not to damage any existing plant material. (WC)
- b) South side, Turnpike Rd. to east side northbound I-5 offramp; edge of pavement CalTrans chain link fence. Contractor shall take care not to damage any existing

plant material. (WC)

- c) Medians; 45 feet east of El Dorado St. to 200 feet west of El Dorado St. (WC)
- d) Medians; Turnpike Rd. to approximately 110 feet west of Lever Blvd. (WC)
- e) Median; 450 feet east of Laguna Ci. to Laguna Ci. (WC)

## 41) El Dorado St.:

- a) East side, 20 feet north of the Mosher Slough Bridge to 20 feet south of the Mosher Slough Bridge (excluding the bridge itself); from back of walk approximately 30 feet east to flood control gates/fences. (WC)
- b) East side, medians between El Dorado St. and east frontage road from Segovia Ln. to 100 feet south of Loretta. (WC)
- c) East side, medians between El Dorado St. and east frontage Rd. from Robinhood Dr. to 200 feet north of Yokuts Ave. (WC)
- d) East side, from approximately 300 feet north of Ingram St./south side of Calaveras River to approximately 140 feet north of Ingram St.; between sidewalk and wooden fence. (WC)
- e) East side, 140 feet north of Ingram St. to Ingram St.; median. (WC)
- f) East side, Ingram St. to Alpine Ave.; edge of pavement to street side edge of sidewalk. Park strips and trees in park strips between curb and sidewalk. (WC)
- g) East side, Alpine Ave. to Sonoma Ave; edge of pavement to street side edge of sidewalk. Park strips and trees in park strips between curb and sidewalk. (WC)
- h) Overpass between Church and Anderson Streets; Across bridge itself and down to bottom of bulkheads, and around walls under the overpass at ground level at each end; edge of pavement to back of sidewalk/wall/fence. (WC)
- i) East side, South California St. intersection (bare soil areas and medians at southeast quadrant of intersection); edge of pavement to fence. (WC)
- j) East side, from South California St. to 4,800 feet south of Clayton/McKinley Ave.; edge of pavement to 10 feet east of edge of pavement. (WC)
- West side, 20 feet north of the at Mosher Slough Bridge to the Mosher Slough Bridge; bare area on north side of bridge from back of walk approximately 20 feet west to flood control gates/fences. (WC)
- West side, medians between El Dorado St. and west frontage road from 145 feet north of Mission Park Dr. to Benjamin Holt Dr. (WC)
- m) West side, median between El Dorado St. and west frontage road from 110 feet south of W. Mayfair Ave. to March Ln. (WC)
- n) West side; 100 feet north of Ingram St. to E. Fulton St.; edge of pavement to street side edge of sidewalk; Park strips and trees in park strips between curb and sidewalk. (WC)
- o) West side, Alpine Ave. to Sonoma Ave; edge of pavement to street side edge of sidewalk. Park strips and trees in park strips between curb and sidewalk. (WC)
- p) West side, 760 feet south of Ivy Ave. to Walker Slough (approximately 1,470 feet south of Ivy Ave.) (WC)
- q) Center medians, 25 feet north of Hammer Ln. to Loretta Ave. (WC)
- r) Center median, Sonoma St. to Mendocino St. (WC)
- s) Center median, Cleveland Ave to 25 feet south of Cleveland Ave. (WC)
- t) Center medians, 85 feet south of Third St. to 165 feet south of Fourth St. (WC)

- u) Center medians, 500 feet north of Clayton/McKinley to 5,300 feet south of Clayton/McKinley. (WC)
- 42) Eleanor Ave.: South side, Garden Ave. to Netherton Ave.; edge of pavement to back of fence. (WC)
- 43) Farmington Rd.: South side, Netherton Ave. to 700 feet west of Netherton Ave. (east boundary of K-Mart property); edge of pavement to south side of ditch. (WC)
- 44) Feather River Dr.: Medians, Moss Creek Ci. to March Ln. (WC)
- 45) Flora St.:
  - South side, Buena Vista to San Juan; edge of pavement to chain link fence.
     (WC)
  - b) Traffic circle and medians at each corner; at Commerce. (WC)
- 46) Frank West Ci.: South loop, approximately 445 feet southeast of Val Dervin Parkway; area at the end of the cul de sac to the west side of Frank West Ci. where Frank West Ci. runs generally north from French Camp Rd. (WC-FM)
- 47) Fremont St.:
  - a) North side, Buena Vista to 400 feet east of Carlton; edge of pavement to CalTrans chain link fence. (WC)
  - b) North side, Carlton Ave. to 365 feet west of Carlton Ave.; edge of pavement to CalTrans chain link fence. (WC)
  - c) Median, Center St. to 60 feet west of Center St. (WC)
  - d) Medians, 220 feet east of Pershing Ave. to 525 feet west of Pershing Ave. (WC)
  - e) Medians, north side, at I-5 off/onramps. (WC)
- 48) French Camp Rd.:
  - South side, EWS Woods Blvd/Wolfe Rd. west approximately 5,350 feet to western terminus of French Camp Rd.; edge of pavement to wall and the entire open area wall to wall west of Carolyn Weston Blvd. (WC)
  - b) Center medians, Frank West Ci. to 105 feet west of southbound I-5 offramp. (WC)
  - c) North median separating westbound French Camp Rd. from northbound I-5 onramp, from approximately 440 feet west of Frank West Ci. to approximately 910 feet west of Frank West Ci. (WC)
  - d) Median, from approximately 680 feet west of EWS Woods to approximately 890 feet west of EWS Woods. (WC)
- 49) Fresno Ave.: Median, from 55 feet south of Scotts Ave. to 130 feet south of Scotts Ave. at the railroad abutment. (WC)

50) Garden Ave.: From east side of 403 Garden Ave. (approximately 225 feet east of Broadway Ave. at the entrance to pedestrian bridge over State Route 99 to Horner Ave.; edge of pavement to bridge abutment/CalTrans chain link fence/masonry block freeway wall. (WC)

# 51) Garfield St.:

- a) East side, 290 feet south of Harbor St. to Sonora St.; edge of pavement to west side of railroad tracks. (WC)
- b) West side, 320 feet south of Harbor St. to 165 feet north of Sonora St.; edge of pavement to CalTrans chain link fence. (WC)

# 52) Harding Wy.:

- a) North side, sidewalks under railroad crossing between Stanford and 400 feet east of Palm Ave. (WC)
- b) Medians, Waterloo Rd. to approximately 50 feet west of Waterloo Rd. (WC)
- c) Center median, 120 feet west of Pilgrim St. to 450 feet west of railroad tracks. (WC)
- d) South side, sidewalks under railroad crossing from Union St. to 400 feet east of Palm Ave. (WC)
- e) South side, from approximately 132 feet south of Harding on east side of N. Union St. sidewalk and both sides to seam of curb at roadway, to west edge of 1132 E. Harding. This is an approximately 17.5-foot wide area approximately 245 feet long with sidewalk, dirt and trees. (WC)

## 53) Hazelton Ave.:

- a) North side, Hunter St. to Commerce St. curb to top of embankment/chain link fence. (WC)
- b) Medians, San Joaquin St. to Commerce St. (WC)
- c) South side, El Dorado to Commerce St.; edge of pavement to 10 feet south or to roadway at top of slope whichever is farther. (WC)
- d) Medians, between South Union St. and Aurora St., on each side of railroad tracks. (WC)
- 54) Hazelwood Ave.: South side, Westland Ave. to Oakcreek Dr.; from edge of pavement to approximately 15 feet south to the top of slope/levee. (WC)

### 55) Holman Rd.:

- East side, 380 feet south of Telstar PI. to approximately 1,040 feet north of Windflower Ln./north end of sidewalk adjacent to Cesar Chavez High School; edge of pavement to five feet east. (WC)
- a) East side; Windflower Ln. to south side of March Ln. intersection; edge of pavement to five feet east and all of March Ln. intersection. The March Ln. intersection includes the abandoned portion of intersection on the east side of Holman and will include weed removal at the two barricades in this space (one at north end of Wild Grape and around the outside of the property at 5053 Wild Grape. From the east edge of pavement to approximately 125 feet east. (WC)

- b) Center median, Hammer Ln. to 400 feet south of Telstar Pl. (WC)
- 56) Houston Ave.: West/southwest/south side, from Eighth St. (just outside northwestern boundary of Van Buskirk Golf Course) to approximately 190 feet east of the Community Center parking lot; edge of pavement to fence. (WC)
- 57) Ijams Rd.: Medians, southeast quadrant at Bianchi Rd. intersection. (WC)
- 58) Ingram St: North side, from Sutter St. west approximately 245 feet; from red pole fence to seam of curb. (WC)
- 59) Industrial Dr.:
  - a) North side, Producers Dr. to east side of Union Pacific railroad tracks; edge of pavement to five feet north of edge of pavement. (WC)
  - b) South side of Little John Creek Bridge; 600 feet east of Pock Ln.; curb to 12 feet south of curb. (WC)
  - South side, 380 feet east of Union Pacific railroad tracks to east side of Union Pacific railroad tracks; edge of pavement to five feet south of edge of pavement. (WC)
- 60) Interstate 5 (I-5): West side, approximately 2,100 feet north of Otto Dr. to approximately 1,220 feet south of Otto Dr.; between brick wall and CalTrans fence. There shall be no damage to the existing plants and trees in this area as a result of Contractor's weed control work. (WC)
- 61) Jamestown St.:
  - a) Median, 135 feet east of El Dorado to El Dorado. (WC)
  - b) Median, El Dorado St. to 135 feet west of El Dorado St. (WC)
  - c) Median, 100 feet east of Claremont to Claremont. (WC)
- 62) Kelley Dr.:
  - a) Median, 275 feet north of Hammer Ln. to Hammer Ln. (WC)
  - b) West side, between 9311 Kelley Dr. and north side of Mosher Slough Bridge; edge of pavement to chain link fence. (WC)
- 63) Kensington Ave.:
  - Median at intersection of Kensington Ave. and Alpine Ave., southeast quadrant.
     (WC)
  - b) Median at intersection of Mendocino Ave, northwest quadrant. (WC)

## 64) Lafayette St.:

- a) North side, 530 feet easy of Golden Gate/across from 3324 Lafayette St. to 240 feet west of Rendon St.; edge of pavement to CalTrans fence. (WC)
- b) North side, Wilson Wy. to Airport Wy.; edge of pavement to retaining wall.
- c) North side, Airport to Union; edge of pavement to fence. (WC)
- d) North side, Aurora St. to 160 feet west of Grant St. (WC)
- e) North side, 90 feet west of Stanislaus St. to Center St.; edge of pavement to CalTrans fence. (WC) \*
- f) North side, Center St. to 190 feet east of Lincoln St.; edge of pavement to back fence. (WC)
- 65)Lincoln St.: Center medians, between Scotts and Worth St.; north and south of railroad tracks. (WC)
- 66) Little Creek Ci.: Median between Bluegrass Wy. and Little Creek Ci. (WC)

# 67) Lower Sacramento Rd.:

- East side, south side of Bear Creek Bridge to Morada Ln.; edge of pavement to fence. (WC)
- b) Center median, from Marlette Rd. to approximately 450 feet south of Marlette Rd. (WC)
- c) Center Medians, Royal Oaks to Pacific Ave. at Rivara and Thornton Rd. intersection. (WC)

### 68) Madison St.:

- East side, Washington to Lafayette St.; curb to CalTrans fence. Contractor's weed control actions shall not result in any damage to any ornamental shrubs in this work area. (WC)
- b) West side, Washington to Lafayette St.; curb to CalTrans fence. Contractor's weed control actions shall not result in any damage to any ornamental shrubs in this work area. (WC)

## 69) Main St.:

- Median area, between Main and Marsh; from F St. to Sharon Ave. This is not a formal median. It is an area delineated with paint and parking blocks that needs to be kept weed free. (WC)
- b) Median area, between Main and Lafayette; from C St. to Laurel St. This is not a formal median. It is an area delineated with paint and parking blocks that needs to be kept weed free. (WC)
- c) Median, between Main St. and Market St.; from approximately 250 feet west of the Hwy. 4 (Crosstown Freeway) overcrossing to west of the Market St./Locust St. intersection. (WC)

## 70) Manthey Rd.:

- a) East side, from 750 feet south of Eighth St. (end of sidewalk) to Downing Ave./Carolyn Weston Blvd.; edge of pavement to CalTrans fence. (WC)
- West side, from 360 feet north of Chicago Ave. to 110 feet south of Chicago Ave.; edge of pavement to wooden fence EXCEPT for any landscaped areas. (WC)

## 71) March Ln.:

- a) South side, 425 feet west of Hillsboro Wy to Pacific Ave.; curb to ten feet south of curb. (WC)
- b) Center medians, Montauban Ave./Bianchi Rd. to West Ln. (WC)
- 72) Mariners Dr.: East side, south side of Mosher Slough Bridge to approximately 1,210 feet north of Hammer Ln. at the north end of the sidewalk; edge of pavement to CalTrans fence. (WC)

## 73) Mariposa Rd.:

- a) East side, Austin Rd. to 5,800 feet northwest of Austin Rd. (City limit); edge of pavement to eight feet east of edge of pavement. (WC)
- b) West side, approximately 950 feet northwest of Eighth St. to 690 feet northwest of Eighth St.; edge of pavement to fence. (WC)
- 74) McDonell Ave.: south of Taylor St. to chain link fence; from masonry block wall on the east side to 55 feet west. Contractor's weed control actions shall not damage existing plant material/landscaping this this work area. (WC)

# 75) Mendocino Ave.:

- a) Median, Kensington Wy. to 165 feet west of Kensington. (WC)
- b) Median, 190 feet east of Pershing to Pershing Ave. (WC)
- 76) Miner Ave.: Center median, Pilgrim to Aurora St. (WC)

### 77) Monte Diablo Ave.:

- a) North side of west side of northbound I-5 onramp to east side of southbound I-5 offramp; edge of pavement to CalTrans chain link fence. Contractor shall not damage existing landscaping when performing weed abatement/weed control operations for this area. (WC)
- b) South side of west side of southbound I-5 onramp to 90 feet west of the southbound onramp; edge of pavement to back of sidewalk. (WC)
- 78) Morada Ln.: North side, Union Pacific/Southern Pacific railroad tracks west to West Ln.; edge of pavement to approx. 35 feet north (in line with utility poles). (WC)

79) Myrtle St.: South side, west side of State Route 99 overpass to 530 feet east of Filbert St, south curb to chain link fence. (WC)

## 80) Navy Dr.:

- a) North side, Pershing Ave. to San Joaquin River Bridge; edge of pavement to north edge of ditch EXCEPT all landscaped areas. Contractor's weed control actions shall not result in any damage to any ornamental shrubs in this work area. (WC)
- b) South side, Argonaut St. to San Joaquin River Bridge; edge of pavement to
- c) south edge of ditch EXCEPT all landscaped areas. Contractor's weed control actions shall not result in any damage to any ornamental shrubs in this work area. (WC)
- d) Median, immediately north of Charter Wy./Hwy. 4 intersection. (WC)
- e) Median, south of Washington St. intersection. (WC)
- 81) North State Route 99 West Frontage: median, from approximately 35 feet north of Hammer Ln. to Hammer Ln. (WC)
- 82) Oak Park (along railroad tracks): Fulton Ave. to Alpine Ave. between east side of Oak Park and west side of tracks; from east curb or edge of turf where there is no curb to the west rail. (WC)
- 83) Ophir St.: East side, 400 feet north of Seventh St. to 430 feet south of Tenth St. at the end of the wall; edge of pavement to wall. (WC)
- 84) Otto Dr.: Westerly termination at I-5, from 100 feet north of Otto Dr. to 100 feet south of Otto Dr.; areas generally between the end barricade and the fences at the westerly sides of the houses and the wooden fence closest to I-5. (WC)

## 85) Pacific Ave.:

- a) East side, median between Pacific Ave. and east frontage road; 200 feet north of Edan Ave. to 250 feet south of Douglas Rd. (WC)
- a) East side, March Ln. to Bianchi Rd.; medians between Pacific Ave. and east frontage road. (WC)
- b) East side, Bianchi Rd. to 110 feet south of Bianchi Rd.; median on east side of Pacific Ave.; edge of pavement to wooden fence. (WC)
- c) Center medians, Thornton Rd./Lower Sacramento Rd./Rivara Rd. intersection to 360 feet north of March Ln. (WC)
- d) Center median; Rosemarie Ln. to north side of Calaveras River Bridge. (WC)
- e) West traffic triangle at Harding Wy. (WC)

## 86) Pershing Ave.:

- a) East side, So. Tuxedo Ave. to approximately 40 feet north of W. Walnut St. at end of masonry wall, Smith Canal Bridge and retaining walls; curb to wall. (WC)
- b) West side, bare triangle from 175 feet south of Calaveras bridge deck to 175 feet northwesterly from bottom of triangle to toe of area from River Rd. to bridge. (WC)
- c) West side, 140 feet south of So. Tuxedo Ave. to approximately 145 feet north of Walnut St., Smith Canal Bridge and retaining walls; curb to wall. (WC)
- d) West side, northbound I-5 onramp at Park St. to Fremont St; curb to CalTrans fence and the raised planter under the I-5 overcrossings. (WC)
- e) Center medians, Swain Rd. to 150 feet south of Woodland Dr. (WC)
- f) Center median, approximately 650 feet south of Brookside Rd. to 300 feet north of Princeton Ave. (WC)
- g) Center Median, Flora St. to Fremont St. (WC)
- h) Median, east side; 100 feet north of Flora St. to Flora St. intersection. (WC)
- i) Medians, Park St. intersection, three small medians on east side. (WC)
- 87) Pilgrim St.: Center medians, from approximately 40 feet north of Miner Ave. to approximately 40 feet south of Miner Ave. (WC)
- 88) Plymouth Rd.: West side, 500 feet north of Country Club Bl./south side of Oxford Wy. to 800 feet south of Country Club Blvd.; edge of pavement to CalTrans chain link fence. (WC)
- 89) Pock Ln.: West side, bridge over Little Johns Creek between Industrial Dr. and Togninalli Ln.; from 20 feet north of bridge to north edge of Industrial Dr.; edge of pavement to fence. (WC)
- 90) Poplar St.: Traffic circle at Commerce and medians at intersection corners. (WC)
- 91) Producers Dr.:
  - a) East side, 110 feet north of Industrial Dr. to Industrial Dr.; edge of pavement to five feet east of edge of pavement. (WC)
  - b) West side; 110 feet north of Industrial Dr. to Bridge from Industrial; edge of pavement to five feet west of edge of pavement. (WC)
- 92) Ralph Ave.: Center medians; approximately 35 feet east of Belleview Ave. to approximately 35 feet west of Belleview Ave. (WC)

## 93) River Dr.:

- a) North side; Grange to 865 feet west of Mission; edge of pavement to eight feet north of edge of pavement. (WC)
- b) South side, Grange to 865 feet west of Mission; edge of pavement to eight feet south of edge of pavement. (WC)
- c) Northeast side; 225 feet northeast of Telegraph Ave. to Telegraph Ave.; edge of pavement to fence. (WC)
- 94) Ryde Ave.: East side, Michigan Ave. to Country Club Blvd.; edge of pavement to CalTrans chain link fence. (WC)
- 95) San Joaquin St.: East side, from south side of bridge over Mormon Slough to 20 feet south of south side of bridge; edge of pavement to 10 feet east of curb. (WC)
- 96) Santa Paula Wy.: West side, Mosher Slough Bridge that is between Acapulco Wy. and MacDuff; 15 feet north of the Mosher Slough Bridge to 15 feet south of the Mosher Slough Bridge except for the bridge itself; edge of pavement to gate or fence. (WC)
- 97) Searchlight Ave. (at Anderson St. intersection): Southwest corner area; from the chain link fence on the west side of 2460 E. Anderson St. to approximately 55 feet west; edge of pavement to chain link railroad fence. (WC)
- 98) Seventh St.: North/northeast side, 140 feet east of Scribner St. to 330 feet east of Scribner St./north side of 2102 Aztec Ave.; edge of pavement to fence/wall. (WC)
- 99) Shimizu Dr.: All trees and shrubs on north side shall be kept at four-foot horizontal clearance from edge of pavement or to fence line; and trees shall be kept to a minimum of 14-foot vertical clearance over the roadway itself.
  - North side, Buena Vista to Occidental Ave; edge of pavement to four feet north of edge of pavement or to fence. (WC)
  - b) Median, at Carlton Ave. intersection. (WC)
  - c) South side, Buena Vista to Occidental Ave; edge of pavement to four feet of edge of pavement or to fence. (WC)
- 100) Sperry Rd.: There is also a segment known as 'Old Sperry Rd.' that runs north and then west from the Sperry Rd./Arch Airport Rd./Performance Dr. intersection to McKinley Ave.
  - a) North side, 120 feet west of Airport Wy. to Performance Dr.; edge of pavement to chain link fence. (WC)
  - b) North side, 1,150 feet east of McKinley Ave. to McKinley Ave.; edge of pavement to base of slope. (WC)

## 101) Stagecoach Rd.:

a) East side; Farmington Rd. to 20 feet south of Farmington Rd; from edge of

- pavement to eight feet east of edge of pavement. (WC)
- b) West side, Farmington Rd. to 20 feet south of Farmington Rd; from edge of pavement to eight feet west of edge of pavement. (WC)
- 102) Stanislaus St.:
  - a) East side; Hazelton Ave. to Taylor St./railroad tracks; edge of pavement to 15 feet east of edge of pavement. (WC)
  - b) West side; Hazelton Ave. to Taylor St./railroad tracks; edge of pavement to 15 feet west of edge of pavement. (WC)
- 103) Stillwater St.: Median between Bluegrass Dr. and Lost Meadow Ln. (WC)
- 104) Stockton St.: 300 feet north of Sonora St. to Sonora St.; between chain link fences; unimproved St. right-of-way. (WC)
- 105) Swain Rd.:
  - a) North side; 200 feet west of Tam O'Shanter (west side of Fire Station) to 600 feet east of Kermit Ln. (east side of church); edge of pavement to wall/fence.

    Contractor's weed control actions shall not damage existing plant material/landscaping in this work area. (WC)
  - b) South side; railroad crossing that is 720 feet west of Tam O'Shanter Dr. to 400 feet west of railroad crossing; edge of pavement to fence. *Contractors weed control actions shall not damage existing plant material/landscaping this this work area.* (WC)
  - c) Center medians; at railroad crossing between Tam O'Shanter Dr. and Kermit Ln. (WC)
- 106) Swift Court.: Entire cul de sac, beginning approximately 100 feet east of South Stockton St. to CalTrans chain link fence on the east. (WC)
- 107) Tam O'Shanter
  - a) East side, barricade at Lenco Dr., from back edge of sidewalk to bollards. (WC)
  - b) East side, barricade at Fallbrook, from back edge of sidewalk to bollards. (WC)
- 108) Taylor St.: South side, 120 feet west of S. McDonell Ave.to west side of Court St.; edge of pavement to chain link fence. *Contractors weed control actions shall not damage existing plant material/landscaping this this work area.* (WC)
- 109) Thornton Rd.
  - a) Center Median, 120 feet north of Lonnie Beck Wy. to 125 feet south of Lonnie Beck Wy. (WC)
  - b) Center median; approximately 60 feet north of Hammer Ln. to Rivara Rd/Lower Sacramento Rd./Pacific Ave. Intersection. (WC)
  - c) Medians adjacent to Lower Sacramento Rd./Rivara Rd. intersection; all medians

- in this vicinity. (WC)
- d) West side; at Davis Rd. intersection; from middle of the curb return at the northwest corner of the Thornton Rd./Davis Rd. intersection to 160 feet south (approximately 20 feet south of the north side of the Mosher
- e) Slough bridge) edge of pavement/curb to 20 feet southwest of edge of pavement/curb. See also Alpha Dr. (WC)
- 110) Tillie Lewis Dr.: West side, Navy Dr. to 675 feet south of Navy Dr.; edge of pavement to west side of ditch. (WC)
- 111) Turnpike Rd.:
  - a) East side, Fifth St. to North side of Delhi St.; edge of pavement to residential fences EXCEPT any landscaped areas. (WC)
  - b) East side, 140 feet south of Buena Vida Ct. to Downing Ave.; edge of pavement to east side of ditch or eight feet from edge of pavement. (WC)
  - c) West side, 50 feet north of Fifth St. to 35 feet north of Delhi; edge of pavement to CalTrans chain link fence. (WC)
  - d) West side, 700 feet south of Eighth St. to 750 feet north of Downing Ave.; edge of pavement to CalTrans fence. (WC)
  - e) West side, 750 feet north of Downing Ave. to Downing Ave.; edge of pavement to eight feet west of edge of pavement. (WC)
  - f) Center median, 420 feet northeast of Lincoln St. to Lincoln St. (WC)
  - g) Median between Turnpike Rd. and frontage road; from Third St. to Fifth St. (WC)
- 112) Tuxedo S. Ave. median. at southwest corner of Kensington Wy./Baker St. intersection. (WC)
- 113) Union St.:
  - a) East side; between Washington and Lafayette (under Crosstown Freeway); edge of pavement to CalTrans chain link fence. (WC)
  - b) West side; between Washington and Lafayette (under Crosstown Freeway); edge of pavement to CalTrans chain link fence. (WC)
  - c) Median; Harding Wy. to approximately 120 feet south of Harding Wy. (WC)
- 114) Val Dervin Parkway: Two center medians from 375 feet north of the north loop of Frank West Ci. to the south loop of Frank West Ci. (WC)
- 115) Warm Springs Ci.: Median between Bluegrass Dr. and Warm Springs Ci. (WC)
- 116) Washington St.:
  - a) North side, Van Buren St. to Lincoln St.; edge of pavement to back of sidewalk.
     (WC)
  - a) West and north sides, Weber Ave. to Garfield; edge of pavement to fence or eight feet from edge of pavement if there is no fence. (WC)

- b) South side, Della St. to Wilson Wy.; edge of pavement to CalTrans chain link fence. (WC)
- c) South side; Airport Wy. to Union St.; edge of pavement to CalTrans chain link fence. (WC)
- d) South side, Aurora St. to Grant, edge of pavement to back of retaining wall/chain link fence. (WC)
- e) South side; approximately 170 feet west of Center St. to 200 feet east of Lincoln St.; curb to CalTrans fence. (WC)
- f) East and south sides, Weber Ave. to 450 feet east of Garfield St; edge of pavement to back of fence or five feet east/south of edge of pavement if there is no fence. (WC)

## 117) Waterloo Rd.:

- a) Northwest side, Cherokee Ln. to Harding Wy.; edge of pavement to eight feet northwest of pavement edge. (WC)
- b) Center medians, Cherokee Ln. to Wilson Wy. (WC)
- c) Northwest side, median between Waterloo Rd. and frontage, Hiawatha Ave. to Roosevelt St. (WC)

## 118) Weber Ave.:

- a) South side, east side of Mormon Slough bridge (approximately 1,110 feet
- b) east of Washington St.) to Washington St., curb/edge of pavement to eight feet south of edge of pavement. (WC)
- c) Center median, 200 feet west of Union St. To railroad crossing. (WC)

## 119) West Ln.:

- a) East side, from south side of Bear Creek Bridge to Morada Ln.; edge of pavement to approximately 35 feet east to line of utility poles. (WC)
- b) East side, 500 feet south of Morada Ln. to Mosher Slough Bridge; medians between West Ln. and frontage road and medians east of the frontage road at the Christian Life Center traffic signal. (WC)
- c) East side, medians on the east side of West Ln. that are approximately 500 feet south of Hammer Ln.; from West Ln. to approximately 250 feet east of West Ln. (WC)
- d) Center medians, Bear Creek to 290 feet south of Knickerbocker Dr. (WC)
- e) Center Medians, Swain Rd. to south side of Calaveras River Bridge. (WC)
- f) Center medians, 275 feet north of Enterprise St. to Fulton St. (WC)
- g) Center medians, Alpine Ave. to University Ave. (WC)
- h) West side, Morada Ln. to 500 feet south of Morada Ln., edge of pavement to west of edge of asphalt walk path. (WC)
- i) West side, 100 feet north of Sutherland Dr. to north side of Mosher Slough bridge, medians between West Ln. and frontage road. (WC)
- 120) Whipporwill St.: Median between Bluegrass Dr. and Lost Meadow Ln. (WC)

121) Wild Grape Dr.: north end, area lying east of 5053 Wild Grape Dr.; from back of sidewalk north approximately 140 feet and from the fence on the east side of 5053 Wild Grape to 40 feet east of the fence. (WC)

## 122) Wilson Wy.:

- East side, Washington to Lafayette St. (under Crosstown Freeway); edge of pavement to 30 feet west of edge of pavement. Contractor's weed control action shall not damage existing plant material in this area. (WC)
- b) West side, Washington to Lafayette St (under Crosstown Freeway); edge of pavement to fence or 30 feet west of edge of pavement. *Contractor's weed control action shall not damage existing plant material in this area.* (WC)
- c) Both sides, underpass between Scotts Ave. and Worth St.; all medians, sidewalks, and ground level streets surrounding the underpass. (WC)
- d) West side, bridge over Mormon Slough from south side of bridge railing to
- e) (approximately 180 feet north of Jackson St.) to 40 feet south of the south side of the bridge railing; edge of pavement to 20 feet west of edge of pavement. (WC)
- f) Center Median between Hazelton and Anderson St. (WC)
- g) West frontage median, from 230 feet south of Hazelton St. to BN&SF railroad tracks. (WC)
- h) West frontage median, from BN&SF railroad tracks to 275 feet north of Anderson St. (WC)
- East frontage median, from 275 feet south of Hazelton to BN&SF railroad tracks.
   (WC)
- j) East frontage median, from BN&SF railroad tracks and 60 feet north of Milton St. (WC)
- k) Medians, on northeast and northwest quadrants of the Dr. Martin Luther King Jr. Blvd. intersection. (WC)

### 123) Wood Ln.:

- a) West side; E. Wyandotte St. to E. Hawthorne St. at fence line. *Contractor's* weed control actions shall not damage any existing plant material. (WC)
- b) Hawthorne St. to Chestnut St.; fence line to fence line. Contractor's weed control actions shall not damage any existing plant material. (WC)
- c) Walnut St. to Harding Wy.; fence line to fence line. Contractor's weed control actions shall not damage any existing plant material. (WC)
- 2) Worth St. E.: South side, from approximately 90 feet east of the center line of Sharon Ave. to 42 feet west of the center line of Sharon Ave; edge of pavement south to railroad chain link fence. (WC)
- 124) Yarmouth Dr.: 125 feet north of West Creek Dr./north termination, pedestrian/ bicycle bridge between Yarmouth and Bainbridge Pl./Burl Hollow Dr. and approximately 270 feet north; weed control for north end of Yarmouth from sidewalk to chain link fence, full width of Yarmouth Dr. and full width of pathway from north side of bridge to Bainbridge Pl. Burl Hollow Dr. (WC)

### 10-5 SERVICE LEVEL WC-FM: WEED CONTROL FIRE MARSHALL STANDARDS

This area shall be maintained at the Weed Control Fire Marshall Standards (WC-FM) level.

This area encompasses an entire area of 20,165,547 square feet. The planted area for weed control is approximately 3,245,612 square feet. Special attention is required in these areas during late spring, summer and early fall due to the possibility of fire if growth reaches over six inches.

## Areas to be maintained (WC-FM):

- 1) Arch Airport between Performance Dr. and Frank West Ci./S. French Camp Rd.: This is an approximately 260 feet wide corridor running from Performance Dr. and Frank West Ci./S. French Camp Rd. The following descriptions further define the maintenance areas. At bridge areas/locations, Contractor's weed control service must include all areas under the bridges and for the width of the corridor at that site. NOTE: From May 1 through November 15, all grasses on the slopes/embankments along this corridor must not be allowed to grow higher than six inches. Broadleaf weeds on the slopes/embankments may be controlled using a selective herbicide. Non-selective herbicides must not be used on the slopes/embankments along this corridor as the grasses are used to stabilize the slopes/embankments. Contractor may use any method to control weeds on the flat areas at the base of the slopes/embankments.
  - a) North side; from Performance Dr. to McKinley Ave.; edge of pavement to chain link fence and where there is no fence, to the bottom of the slope. This also includes the area under and around the overhead roadway from 90 feet east of McKinley Ave. to approximately 170 feet east of McKinley Ave. to the base of the embankment and bridge and from the south edge of pavement of Sperry Rd. to 260 feet south. (WC-FM)
  - b) North side; from McKinley Ave. to 55 feet from the easterly rail of the UPRR/ SPRR tracks that are approximately 1,200 feet southwest from McKinley Ave.; edge of pavement to bottom of the slope. This also includes the area under and around and on each side of the overhead roadway lying approximately 140 feet north and south of the center line of Arch Airport Rd. from the west edge of the McKinley Ave. to approximately 70 feet westerly to the base of the embankment and bridge; and also includes the area under and around and on each side of the overhead roadway lying approximately 140 feet north and south of the center line of Arch Airport Rd. from 55 feet east of the easterly rail to approximately 75 feet east to the base of the embankment and bridge. (WC-FM)
  - c) North side; from approximately 45 feet west of the westerly rail of the SPRR tracks/350 feet east of S. El Dorado St. to S. El Dorado St.; Edge of pavement to chain link fence. This also includes the area under and around and on each side of the overhead roadway from approximately 45 feet west of the westerly rail of the UPRR/SPRR tracks/350 feet east of S. El Dorado St. to the base of the embankment and bridge; and also includes the area under and around and on each side of the overhead roadway from the east edge of pavement of S. El Dorado St. to the base of the embankment and bridge abutment. (WC-FM)

- d) North side; S. El Dorado St. to approximately 530 feet west of S. El Dorado St. to French Camp Slough; edge of pavement north to chain link fence. This also includes the area under and around and on each side of the overhead roadway from approximately the west edge of pavement of S. El Dorado St. to the base of the embankment and bridge then north to the chain link fence; also includes the area under and around and on each side of the overhead roadway from the east edge of pavement of S. El Dorado St. to the base of the embankment. (WC-FM)
- d) North side; from west bank of French Camp Slough to Frank West Ci.; edge of pavement to curb that is approximately 60 feet north of back of sidewalk and where there is no curb, 60 feet north of edge of pavement. This is also to include the area west of French Camp Slough that is under the bridge. (WC-FM)
- e) South Side; from Performance Dr. to the start of retaining wall that is approximately 785 feet west of Performance Dr.; edge of pavement to back of sidewalk. (WC-FM)
- f) South side, from the start of retaining wall that is approximately 785 feet west of Performance Dr. to 170 feet east of McKinley Ave.; edge of pavement to chain link fence that is approximately 10 feet south of retaining wall. The area between the retaining wall and chain link fence shall be kept weed free and contractor may use any method for weed control in this area. This also includes the area under and around the overhead roadway from 170 feet east of McKinley Ave. at the base of Sperry Rd. to 260 feet south. (WC-FM)
- g) South side, from 220 feet east of McKinley Ave. to 170 feet east of the east edge of pavement for McKinley Ave; all area under the overcrossing from the south edge of Old Sperry Rd. to 260 feet south. The area between the retaining wall and chain link fence shall be kept weed-free. (WC-FM)
- h) South side; from McKinley Ave. to 55 feet from the easterly rail of the UPRR/ SPRR tracks that are approximately 1,200 feet west from McKinley Ave.; edge of pavement to chain link fence. This also includes the area under and around and on each side of the overhead roadway lying approximately 140 feet north and south of the center line of Arch Airport Rd. from the westerly edge of the McKinley Ave. to approximately 70 west/at the base of the embankment and bridge; and also includes the area under and around and on each side of the overhead roadway lying approximately 140 feet north and south of the center line of Arch Airport Rd. from 55 feet east of the easterly rail to approximately 75 feet east to the base of the embankment and bridge. (WC-FM)
- i) South side; from approximately 45 feet west of the westerly rail of the UPRR/SPRR tracks/350 feet east of S. El Dorado St. to S. El Dorado St.; edge of pavement to chain link fence. This also includes the area under and around and on each side of the overhead roadway from approximately 45 feet west of the westerly rail of the UPRR/SPRR tracks/350 feet east of S. El Dorado St. to the base of the embankment and bridge; includes the area under and around and on each side of the overhead roadway from the easterly edge of pavement of S. El Dorado St. to the base of the embankment and bridge abutment. (WC-FM)
- j) South side; S. El Dorado St. to approximately 590 feet west of S. El Dorado St. to French Camp Slough; edge of pavement south to French Camp Slough. This

also includes the area under and around and on each side of the overhead roadway from approximately the west edge of pavement of S. El Dorado St. to the base of the embankment and bridge then north to the chain link fence; also includes the area under and around and on each side of the overhead roadway from the east edge of pavement of S. El Dorado St. to the base of the embankment. (WC-FM)

- k) South side; from west bank of French Camp Slough to Frank West Ci.; edge of pavement to fence/wall and where there is no fence/wall, 30 feet south of edge of pavement. This is also to include the area west of French Camp Slough that is under the bridge. (WC-FM)
- I) Center median; Performance Dr. to Frank West Ci./S. French Camp Rd. (WC)
- 39)Camanche Ln.: South side, Holiday Dr. to approximately 1,030 feet west of Holiday Dr./Ridgeway Ave.; edge of pavement to a minimum of 70 feet south of edge of pavement. (WC-FM)
- 40) Eight Mile Rd.:
  - a) North side; between UPRR and 700 feet east of Leach Rd. The site is accessed from Pearson Rd. This is an approximately 8.1-acre parcel that is for storm water retention. (WC-FM)
  - Northwest corner Eight Mile Rd. and Golf View Rd. This is an approximately eight-acre parcel for storm water retention. The site is accessed from Eight Mile Rd. just west of Golf View Rd. (WC-FM)
- 41)Frank West Ci.: This is an approximately 1.3-acre undeveloped parcel. The site is accessed via a service road that is at the southeast corner of 188 Frank West Ci. (WC-FM)
- 42) Interstate 5 (I-5): East side, 1,900 feet north of Otto Dr. to 1690 feet south of Otto Dr.; areas along and between I-5 from residential wood fence to CalTrans fence. Oleanders will be pruned under the LS-B service level. This work is for weed control. Weeds/grasses in this area must always be kept to Fire Marshall standards. (WC-FM)

### 10-6 SERVICE LEVEL TW: TREE WELLS

This area shall be maintained at the **Tree Well (TW)** level.

This area includes approximately 838 trees in at least 875 tree wells. A standard tree well is ten square feet, but as there are some irregular areas within this section, the approximate area is 9,400 square feet.

## Areas to be maintained (TW):

- 1) Benjamin Holt Dr.:
  - a) North side, Plymouth Rd. to east side northbound onramp. (TW)
  - North side, west side southbound I-5 offramp to 400 feet west of Grigsby PI.
     (TW)
  - b) South side, Plymouth Rd. to east side northbound offramp. (TW)
  - c) South side, west side southbound I-5 onramp to Grigsby PI. (TW)
- 2) Dr. Martin Luther King Jr. Blvd. (formerly Charter Wy.) from State Route 99 to I-5:
  - a) North side, Wilson Wy. to Airport Wy. (TW)
  - b) North side, Stanislaus to Lincoln St. (TW)
  - c) South side; Stanislaus to Center St. (TW)
- 3) Hammer Ln.:
  - a) North side, West Lane to Tam O'Shanter. (TW)
  - d) North side; Lan Ark to El Dorado St. (TW)
  - e) North Side, Etna St. to Thornton Rd. (TW)
  - f) North side, Kelly Dr. to 130 feet east of northbound I-5 onramp. (TW)
  - g) North side; west side of southbound I-5 offramp to 480 feet west of Mariners Dr. (end of Hammer Ln.). (TW)
  - h) South Side, 730 feet east of Maranatha Dr. (295 feet west of Moreland St.) to Maranatha Dr.(TW)
  - i) South Side, 690 feet west of Lorraine Ave. to 600 feet east of West Ln. (TW)
  - j) South side; West Ln. to Tam O'Shanter Dr. (TW)
  - k) South side, Kelley Dr. to east side of northbound I-5 offramp. (TW)
  - South side of west side southbound I-5 onramp to 480 feet west of Mariners Dr. (end of Hammer Ln.). (TW)
- 4) Harding Wy.: North side, Cemetery Ln. to California. (TW)
- 5) March Ln.:
  - a) North side, Pacific Ave. to Pershing Ave. (TW)
  - b) North side, Quail Lakes Dr. to east side of northbound I-5 onramp. (TW)
  - c) South side, Quail Lakes Dr. to east side I-5 northbound offramp. (TW)

# 43) Waterloo Rd.:

- a) Northwest side, E St. to D St/Cherokee Rd. (TW)
- m) Northwest side, Roosevelt St. to Wilson Wy. (TW)
- n) Southeast side, E St. to D St./Cherokee Rd. (TW)
- o) Southeast side, Pleasant Ave, to Wilson Wy. (TW)

## 44) Weber Ave.:

- a) North side, 300 feet east of Aurora St. (railroad crossing) to Hunter St. (TW)
- p) South side, 300 feet east of Aurora St. (railroad crossing) to El Dorado St. (TW)
- q) South side; Center St. to Madison St. (TW)
- r) South side, Lincoln St. to Mormon Slough. (TW)

## 45) West Ln.:

- East side, Pyrenees Ln. to Hammer Ln.; edge of pavement to back of wall/ sidewalk/fence. (TW)
- s) East side, 930 feet north of Swain Rd. (Bridle Path Pl.) to approximately 85 feet south of Swain Rd. (TW)
- t) East Side; Atchenson St. to Tortuga Way. (TW)
- u) East side, 380 feet south of Tortuga Wy. to Calaveras River. (TW)
- v) West side; Knickerbocker Dr. to Hammer Ln. (TW)
- w) West side, Hammer to Swain Rd. (TW)
- a) West side; 280 feet north of Access St. to 180 feet south of Access St. (TW)

#### 10-7 CITY FACILITIES

These sites shall be maintained at the Full Landscape Service – A (LS-A) service level.

This area includes over 1 million square feet of property, with 169,273 square feet of building area and approximately 222,770 square feet of landscaping, including trees and tree wells.

Areas 1 through 8 shall be serviced on Saturdays. Areas 9 (Seifert Community Center) and 10 (Gary and Janice Podesto Impact Teen Center) may be serviced any convenient day of the week. Where City facilities front on a street or streets, maintenance area includes the frontage or surrounding sidewalk, curb and gutter and seam between gutter and street paving.

- 1) City Hall, 425 N. El Dorado St. All sides of City Hall building and the Civic Court landscaped median on north side of City Hall. (LS-A) **Saturday service**
- 2) City Hall Annex Building (former Community Services office), 6 E. Lindsay St., from edge of pavement on Lindsay and Center Streets to building walls. (LS-A) **Saturday service**
- 3) Civic Auditorium, 525 N. Center St., all landscaping and frontage facing Center, Fremont, Oak and Commerce Streets. (LS-A) **Saturday service**

- 4) Employment Development Department (EDD), 135 W. Fremont, landscaped areas on north side of parking lot along Oak St., the parking lot entrance on Commerce St., tree wells surrounding the property. (LS-A) **Saturday service**
- 5) Hunter Square, bounded on the east by S. Hunter St.; on the south by Parker's Alley; on the west by a line approximately 80 feet west of the S. Hunter St. Curb, and on the north by a line approximately 120 feet north of the north line of Parker's alley. (LS-A) **Saturday service**
- 6) Main Street Plaza, from approximately 200 feet east of the east line of El Dorado St. to 60 feet west of Commerce St. (LS-A) **Saturday service**
- 7) Permit Center, 345 N. El Dorado, all landscaping and tree wells on El Dorado and Lindsay Streets, edge of pavement to building walls. (LS-A) **Saturday service**
- 8) Municipal Service Center Complex, 1465 S. Lincoln St. (Corporation Yard.) This includes the Animal Control Facility. Landscape maintenance and weed control for the entire complex and parking areas (approximately 16 acres). Weed control for all areas in the complex (paved and unpaved/bare soil). (LS-A) **Saturday service**
- 9) Seifert Community Center, 128 West Benjamin Holt Dr.: landscaping outside of the building and in the parking lot; from Benjamin Holt Dr. to approximately 200 feet south of Benjamin Holt Dr. and from Alturas Ave. to approximately 600 feet east of Alturas Ave., includes landscaping on north side of building along Benjamin Holt Dr., west side of building along Alturas Ave. and east side of building, islands and planting strips in parking lot along Benjamin Holt Dr. (LS-A)

10) Gary and Janice Podesto Impact Teen Center, 747 N. El Dorado St. (LS-A)

### 10-8 POLICE FACILITY

This site shall be maintained at the **Full Landscape Service – A (LS-A)** service level.

This is an approximately 105,000 square foot area and approximately 57,000 square feet is building(s). The net approximate maintenance area is 48,000 square feet with only approximately 8,000 square feet with landscaping. There are 38 trees in tree wells.

Main Police Facility at 22 E. Market St. Area shall be serviced on <u>Saturdays</u>. All areas outside of building and gated areas including frontage on adjoining streets surrounding the facility will be maintained with full landscaping services. (LS-A).

### 10-9 LIBRARIES

These sites shall be maintained at the **Full Landscape Service – A (LS-A)** service level.

This total area of these sites is approximately 261,000 square feet with approximately 83,500 square feet of buildings. The net maintenance area is approximately 177,500 square feet with an approximate 78,950 square feet of landscaping. There are approximately 22 trees, 38 tree wells and 56 tree well areas (approximately 672 square feet).

Full landscaping services (LS-A) are required at all library sites. Maintenance area includes sidewalk, gutter and curb on streets adjoining the sites.

- 1) Cesar Chavez Library, 605 North El Dorado St. (LS-A)
- 2) Fair Oaks Library, 2370 East Main St. (LS-A)
- 3) Maya Angelou Library, 2324 Pock Ln., includes the areas behind the gate. (LS-A)
- 4) Thornton Library, 26341 N. Thornton Rd., Thornton, CA 95686. (LS-A)
- 5) Margaret Troke Library, 502 W. Benjamin Holt Dr. (LS-A)

### 10-10 PACIFIC AVENUE PARKING LOTS

These sites shall be maintained at the **Full Landscape Service – A (LS-A)** service level.

This item covers approximately 62,599 square feet on the east and west sides of Pacific Ave. in the Miracle Mile area. This does not cover ALL parking lots in the area. Approximately 3,356 square feet of this area is planted. There are three walls and two tree wells.

Where the parking lots front on a street or streets, maintenance area includes the fronting/adjacent sidewalk, curb and gutter areas. Landscape service (LS-A) at these lots includes collecting and disposing of trash from the entire parking lot area.

- 1) Pacific Avenue Parking Lot #1: lies east of Pacific Ave. between Walnut and Elm Sts. This lot is approximately 50-feet wide adjacent west to 128 Walnut St. and 133 Elm St. (LS-A)
- Pacific Avenue Parking Lot #4: lies east of Pacific Ave. between Cleveland St. and Wyandotte St. This lot is approximately 50-feet wide and is adjacent west to 144 Cleveland St and 137 Wyandotte St. (LS-A)
- 3) Pacific Avenue Parking Lot #6: lies east of Pacific Ave. between Castle St. and Adams St., adjacent west to 76 W. Castle St. and 155 W. Adams St. (LS-A)

- 4) Pacific Avenue Parking Lot #7: lies west of Pacific Ave. and on the east side of Beverly Pl. between Central and Tuxedo Courts. The lot is approximately 100' x 100'. (LS-A)
- 5) Pacific Avenue Parking Lots #8 & #9: lie west of Pacific Ave and are generally located on the northeast side of the Dorris Pl./Lexington Ave. intersection. (LS-A)
- 6) Pacific Avenue Parking Lot #10: lies west of Pacific Ave. and on the east side of Concord Ave., adjacent north to 1840 Concord Ave. The parking lot is 100' x 100'. There is another adjacent parking lot on the north side of Lot #10 that is not included in this contract. (LS-A)

### 10-11 ALLEYS (BID ALTERNATE 5)

Alleys shall be kept weed-free from fence line to fence line.

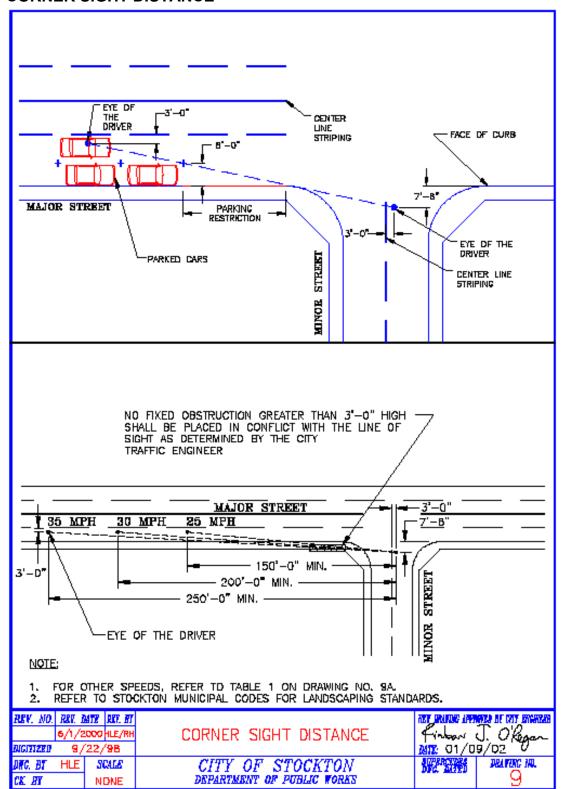
The approximate area of this bid item is 1,066,720 square feet. There are approximately 59,746 linear feet of alleyways that range from 12 to 20 feet wide.

- 1) Between Acapulco and Santa Paula Ways, from Ponce De Leon Ave. south to Acapulco Wy.
- 2) Between Monterey Ave. and Arcade St., from California St. to 120 feet east of El Dorado St., EXCEPT those segments that may be gated.
- 3) Between Arcade and Noble Streets, from California St. to El Dorado St., EXCEPT those segments that may be gated.
- 4) Between Noble and Ellis Streets, from California St. to El Dorado St., EXCEPT those segments that may be gated.
- 5) Between Pacific Ave. and Bonnie Ln., from Alpine Ave. to Castle St.
- 6) Between Maple and Alder Streets, from 340 feet west of Commerce St. to 375 feet east of El Dorado St.
- 7) Between Alder and Walnut St., from 285 feet west of Commerce St. to 375 feet east of El Dorado St. and the segment between Pacific Ave. and Commerce St. running 120 feet south from Alder St.
- 8) Between Walnut and Elm Streets, from Pacific Ave. to El Dorado St.
- 9) Between Elm and Harding, from Pacific Ave. to 150 feet east of Commerce St. and from Center to El Dorado St.
- 10) Between Wilson Wy. and Sierra Nevada St., from Walnut St. to Acacia St.

- 11) Between Sierra Nevada and Airport Wy., from Harding Wy. to Acacia St.
- 12) Between Airport Wy. and Pilgrim St., from Harding Wy. to Acacia St.
- 13) Between Pilgrim and Union Streets, from Harding Wy. to Acacia St.
- 14) Between Weber Ave. and Myrtle St., from Filbert St. to A St.
- 15) Between Myrtle and Market Streets, from 300 feet east of B St. to 300 feet west of B St. and extension north to Myrtle St and south to Market St.
- 16) Between Market and Washington, from Filbert to 300 feet west of C St. and the extension south to Washington St.
- 17) Between Washington and Lafayette, from Filbert to C St. and from B St. to A St.
- 18) Between Lafayette and Sonora Streets., from Filbert to D St. and from Ash St. to Locust St.
- 19) Between Sonora and Marsh, from Filbert to Main St. and from Court to Locust St.
- 20) Between Worth and Milton, from A St. to Bieghle Alley.
- 21) Between Anderson and Jefferson, from A St. to Bieghle Alley.
- 22) Between Marsh and Church Streets, from Court St. to B St.
- 23) Between Church St. and Hazelton Ave., from Court St. to B St.
- 24) Between Hazelton Ave. and Scotts Ave., from Court St. to B St.
- 25) Between Scotts Ave. and Taylor St., from Court St. to Laurel St.
- 26) Between Aurora St. and Sikh Temple St. (formerly Grant St.), from Second St. to Fourth St. EXCEPT for any gated segments.
- 27) Between Sikh Temple St. (formerly Grant St.) and Stanislaus St., from Dr. Martin Luther King, Jr. Blvd. to Fourth St. EXCEPT for any gated segments.
- 28) Between Stanislaus and American Streets, from Dr. Martin Luther King, Jr. Blvd. to Fourth St. EXCEPT for any gated segments.
- 29) Between American and California Streets, from Dr. Martin Luther King, Jr. Blvd. to 250 feet south of Sixth St. EXCEPT for any gated segments.
- 30) Between California and Sutter Streets, from Dr. Martin Luther King, Jr. Blvd. to Seventh St. EXCEPT for any gated segments.

- 31) Between Sutter and San Joaquin Streets, from Dr. Martin Luther King, Jr. Blvd. to 260 feet south of Sixth St. EXCEPT for any gated segments.
- 32) Between San Joaquin and Hunter Streets, from Dr. Martin Luther King, Jr. Blvd. to 400 feet south of Sixth St. EXCEPT for any gated segments.
- 33) Between Hunter and El Dorado Streets, from Dr. Martin Luther King, Jr. Blvd. to Third St. and from Fourth St. to 350 feet south of Sixth St. EXCEPT for any gated segments.
- 34) Between Dr. Martin Luther King Jr. Blvd. and Hemlock St.; from Sikh Temple St. (formerly Grant St) and Stanislaus St.
- 35) Between Hemlock St. and Oso St.; from Sikh Temple St. (formerly Grant St) and Stanislaus St.
- 36) Between Sikh Temple St. (formerly Grant St) and American St; approximately midway from Fourth and Fifth Streets.; from the alley to approximately 170 feet east.
- 37) Between Sikh Temple St. (formerly Grant St) and American St; approximately midway from Fifth and Sixth Streets.; from the alley to approximately 205 feet east.
- 38) Between Phelps St. and Airport Wy., from Ninth St. to Twelfth St.
- 39) Between Amber Wy. and Brentwood D., from Hammer Ln. to Rivara Rd.
- 40) Between Pacific Ave. and Dwight Wy. and from Dave Brubeck Wy. to Alpine Ave.

### **CORNER SIGHT DISTANCE**



(CONT'D FROM DWG. 9)

### MINIMUM CORNER SIGHT DISTANCE FOR STOCKTON, CALIFORNIA

REFER TO CORNER SIGHT DISTANCE ON STANDARD DRAWING FOR SOUNDWALLS (EXISTING DRAWING 125). THE MINIMUM VALUE SHALL BE THE STOPPING SIGHT DISTANCE GIVEN IN THE FOLLOWING TABLE. THIS TABLE IS FOR FLAT TERRAIN.

### TABLE 1:

DESIGN SPE	ED (MPH)	SIGHT STOPPING DISTANCE* (FEET)
25		

THE STOPPING SIGHT DISTANCE GIVEN IN THE ABOVE TABLE IS MEASURED FROM A  $3^{\circ}-6^{\circ}$  EYE HEIGHT ON THE MINDR ROAD TO A  $4^{\circ}-3^{\circ}$  OBJECT HEIGHT ON THE MAJOR STREET. LOCATION OF THE DRIVER'S EYE IS  $7^{\circ}-6^{\circ}$  BACK FROM THE FACE OF CURB (FRONT OF VEHICLE TO DRIVER) AND  $3^{\circ}-0^{\circ}$  TO THE RIGHT OF THE NUMBER ONE LANE LINE. SEE DIAGRAM.

\* A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, AASHTO 1990 TABLE III-1 PAGE 120.

REV. NO. R	W. MTE	REV. ET		TOTAL PROPERTY AND	MATRIME THE SECTION
6,	/1/2000	HLE/RH	001111211 010111 010111102	Finban	J. O Regan
MCHASED	9/22/	/98		MIX 01/0	9/02 7
DIFC. BT   H	HLE S	CALLE	CITY OF STOCKTON		DRAFTERC HO.
CK BY	N	DNE	DEPARTMENT OF PUBLIC WORKS		9A

## **WASTE DISPOSAL REPORT**

Date	Location / Address	Description of Material	Quantity	Where Disposed

Attach weigh tickets to report

# **ATTACHMENT C**

## **LANDSCAPE - DAILY MAINTENANCE CHECKLIST**

Pla	ace a check mark by each item completed:
	Meeting with Inspector Remove litter, leaves, debris; etc. from site
	Turf  Mow Sweep, blow clean, or wash all walkways, curbs, and gutters Trimming Edge
	Shrub/planter bed maintenance  Trim shrubs Trim groundcover Remove spent annual flowers Remove weeds Remove foreign growth
	Tree Maintenance  Remove any broken branches from trees. Retie trees Restake trees Remove sucker growth from tree trunks
	Weeds removed
	Irrigation system checked Irrigation controllers adjusted for current water needs/weather condition
	Graffiti Abatement performed/Needed Location(s):
	Check for and report any wall damage Check for and report any rodent activity Additional, extra or specified work needed/performed: (describe)
Pa	rk:
Ch	ecked by: (print name)
Sig	nature: Date:

## **JANITORIAL - DAILY MAINTENANCE CHECKLIST**

Place a check mark by each item comple	eted:
☐ Remove trash, litter, leaves, debris	s; etc. from site
<ul> <li>□ Trash Receptacles</li> <li>_ Empty</li> <li>_ Replace liner: Date replaced:</li> <li>_ Clean once each week. Date of the control of the control</li></ul>	cleaned:
<ul><li>□ Site Furnishings</li><li>□ Date Clea</li><li>□ Date Clea</li></ul>	ned:ned:
<ul> <li>□ Paved Areas/Hard Surface Areas</li> <li>□ Hard Surface Game Court Areas</li> <li>_ Date Swept:</li> <li>_ Date Washed:</li> </ul>	Date Washed:
<ul><li>□ Rake Horseshoe pits</li><li>□ Play Equipment/Fall Surfacing Insp</li></ul>	Date raked: pection Date performed:
<ul> <li>□ Check Park Lighting</li> <li>□ Remove ashes form barbeques</li> <li>□ Additional, extra or specified work</li> </ul>	needed/performed: (describe)
Park:	_
Checked by:	(print name)
Signature:	Date:

## **PESTICIDE REPORT**

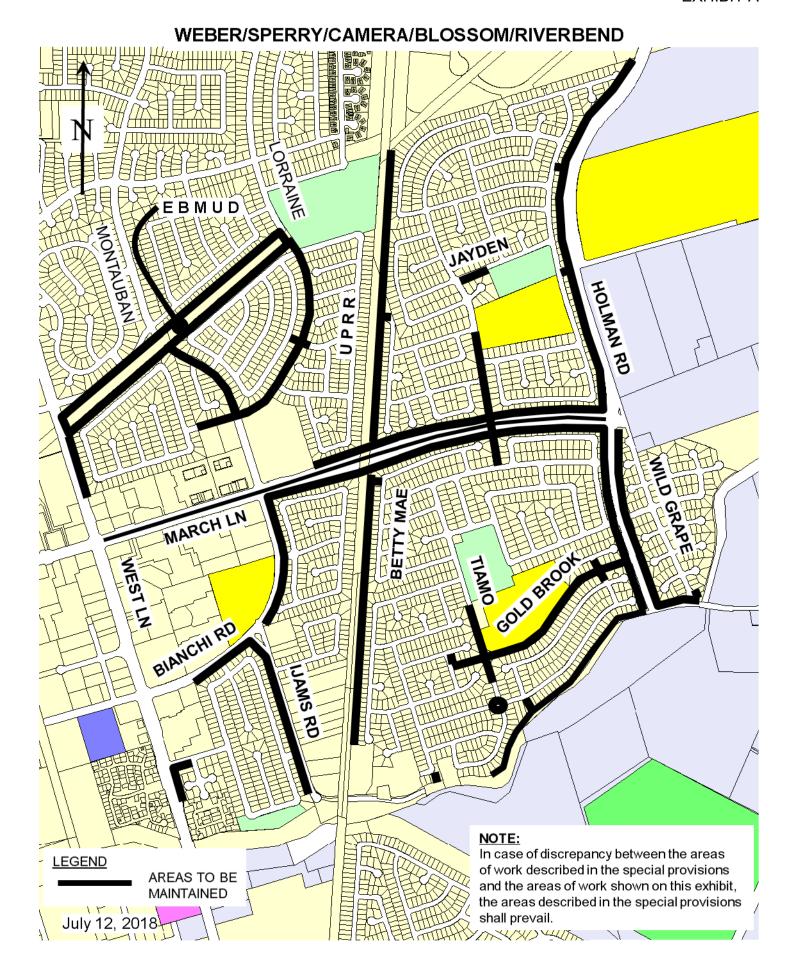
Insecticide, Pesticide, Herbicide, Fungicide and Fertilizer Report

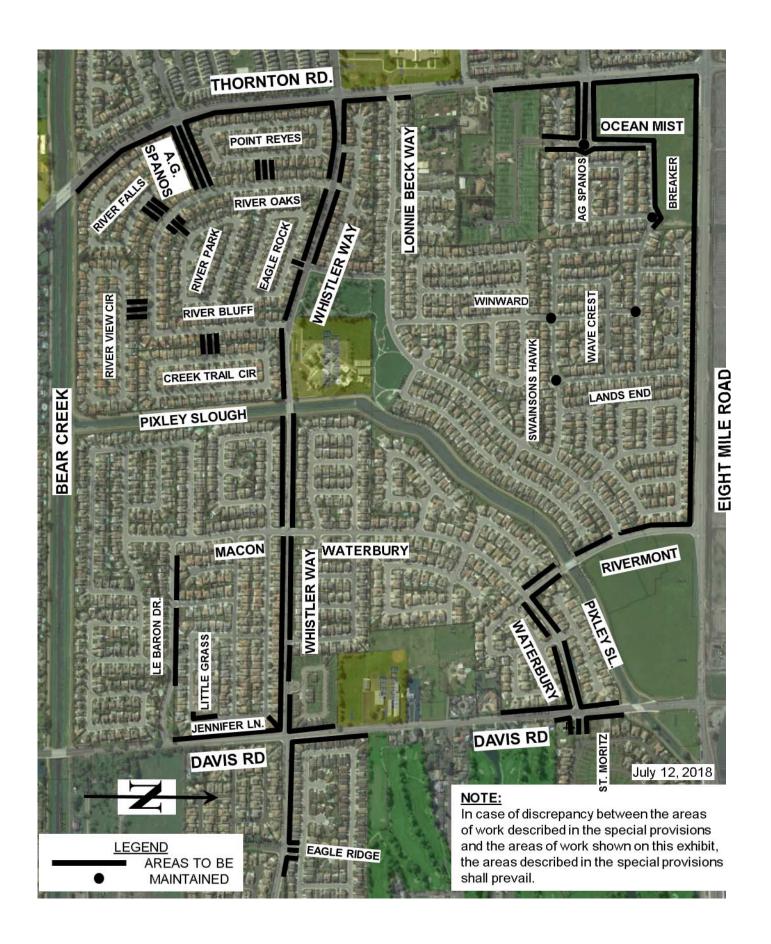
Dete	Property Owner/Operator	Leasting / Address	Destinide 0 EDA //	Amount	OTV
Date	Owner/Operator	Location / Address	Pesticide & EPA #	Applied	QIY

# LA MORADA NOTE: In case of discrepancy between the areas HOLMANRD of work described in the special provisions and the areas of work shown on this exhibit, the areas described in the special provisions shall prevail. HENDRIX DR. LT. COL. MARK TAYLOR ST. **LEGEND** AREAS TO BE MAINTAINED UPRR 世 RAVELLO APPIAN WY. 8 HOLMAN COSTANTINO PED ACESS ШШ.7 MORADA LN. MORADA LN. MORADA LN UPRR ST. ROUTE 99 MAMMATH PEAK LEMBERT DOME SNOW CREEK BRIDAL VEIL: H INSPIRATION NSPIRATION BERGAMO SINSPIRATION NAME OF THE PROPERTY OF THE PROPE TERRA CORVO $\Box$ SONATACI BRYANT BRYANT UPRR CHRIST. LF. WY WAKEMAN July 13, 2018 HAMMER LANE

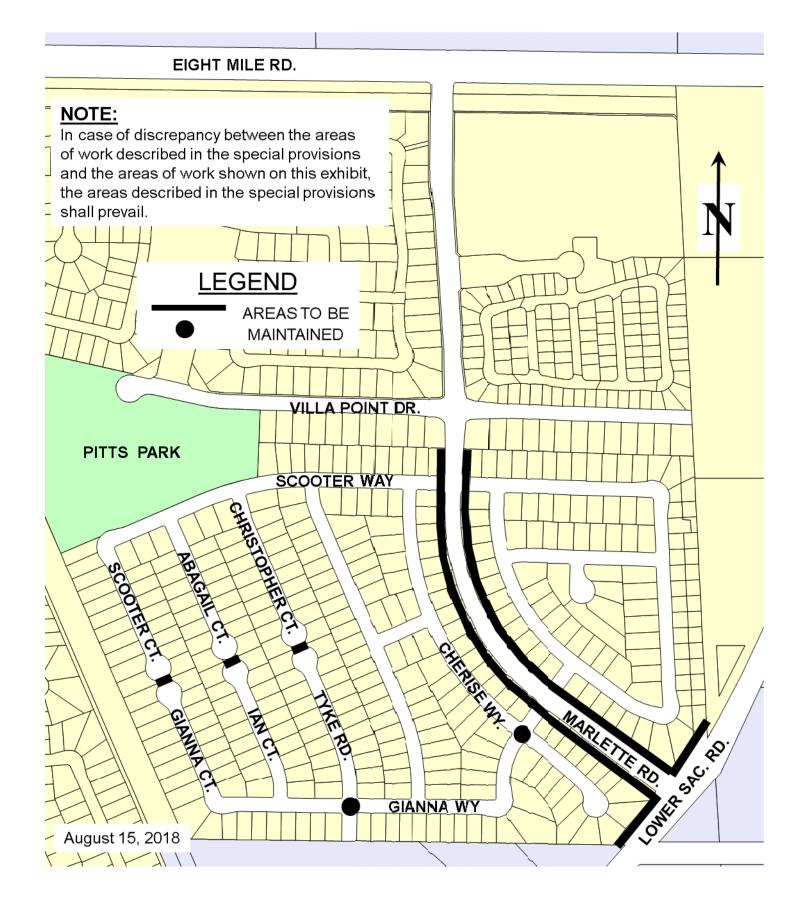
# AREAS TO BE July 17, 2018 the areas described in the special provisions and the areas of work shown on this exhibit, MAINTAINED 1-5 MANTHEY EGEND. CAROLYN WESTON MC DOUGALD shall prevail. FRENCH CAMP RD CIRCLE CIRCLE LONG PARK BIBIW IVENED ist. COTO **WESTON RANCH** E RANGODS CONTROL OF C HENRY LONG LE OVD THAYER CIRE EM2 MOODS HSI WESTON PARK A CAMP RO CHARLES THE CAMP RO CHARLES WATERVIEW MONET CAROLYN WESTON HABRIZZI GALLEY

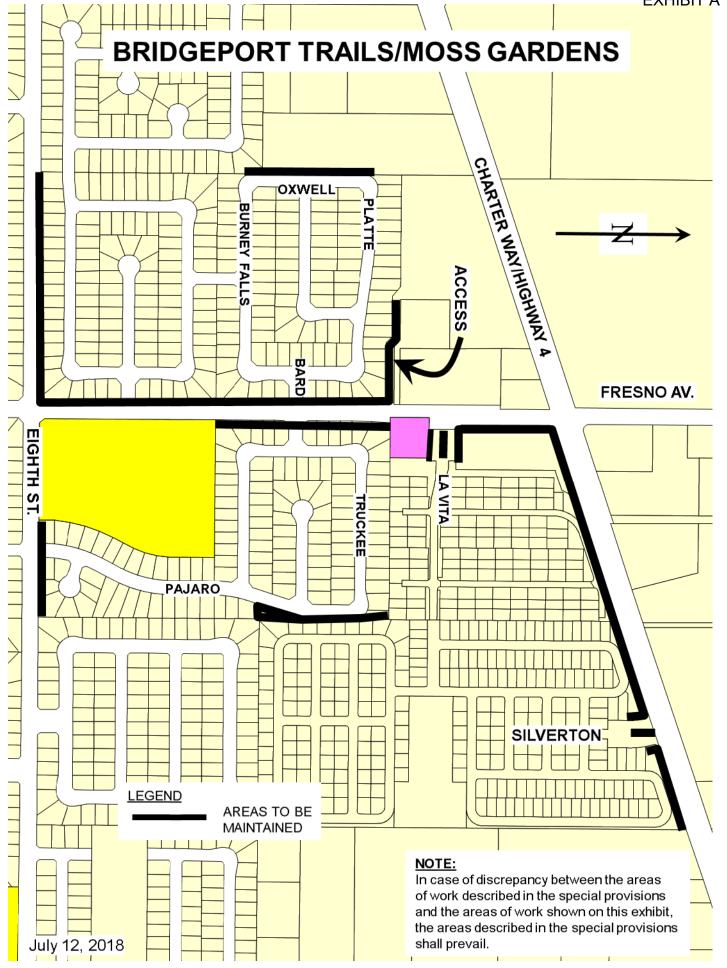
In case of discrepancy between the areas of work described in the special provisions

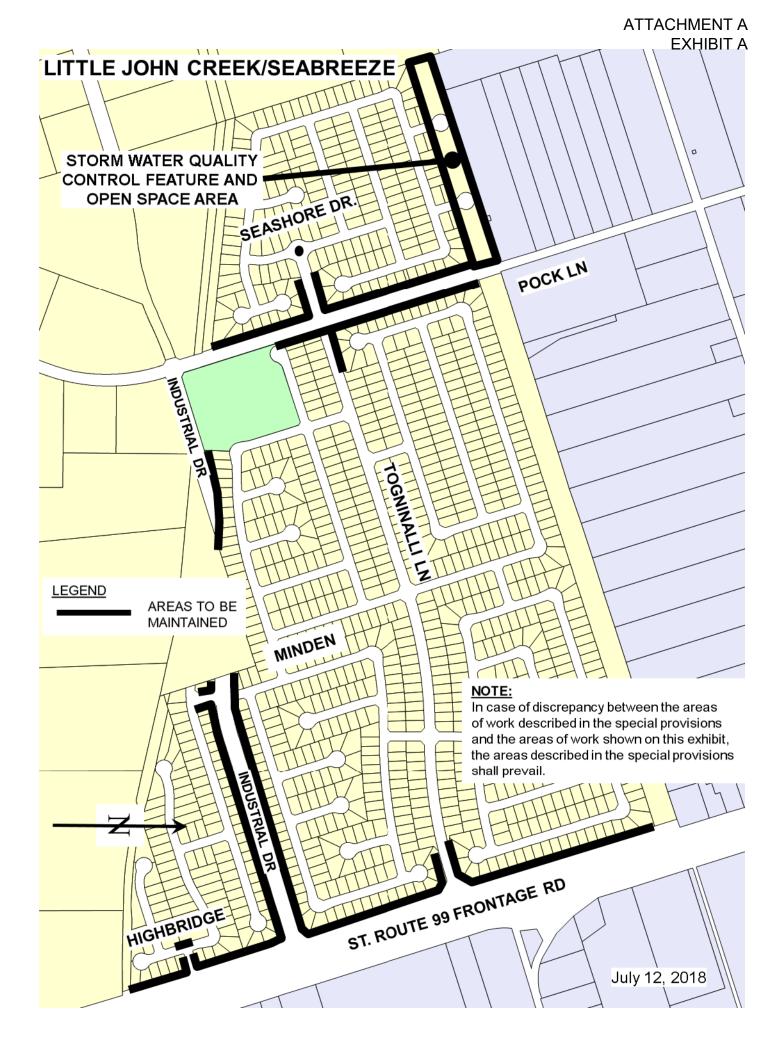


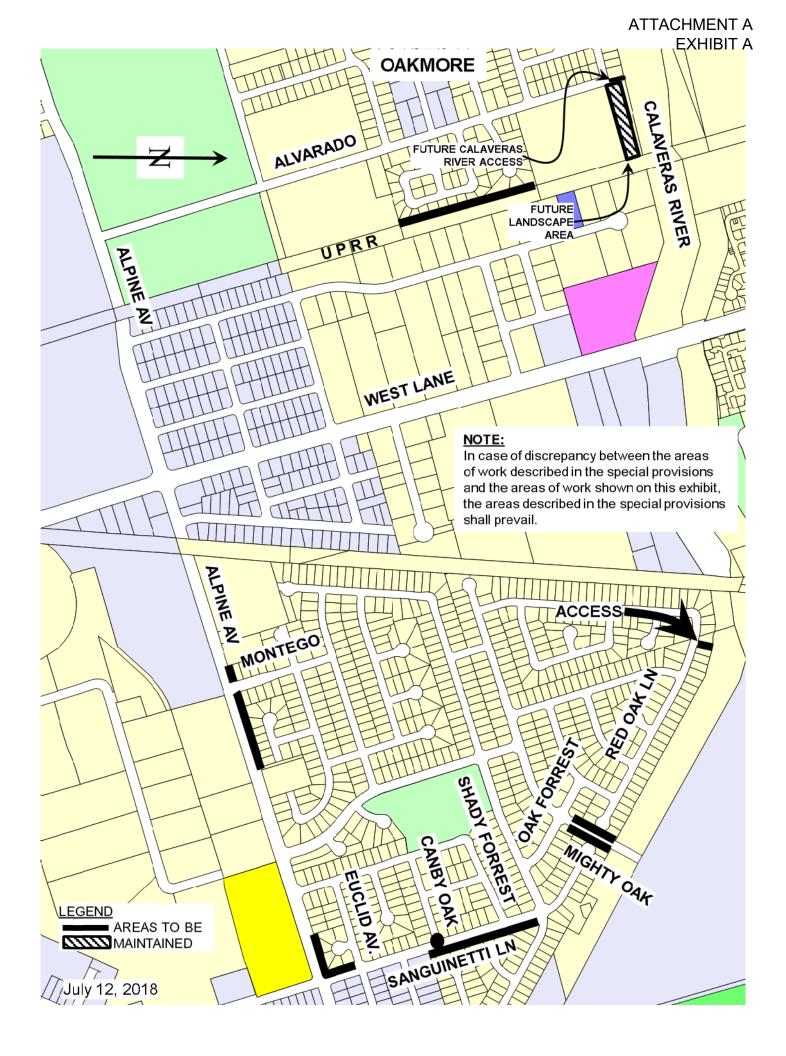


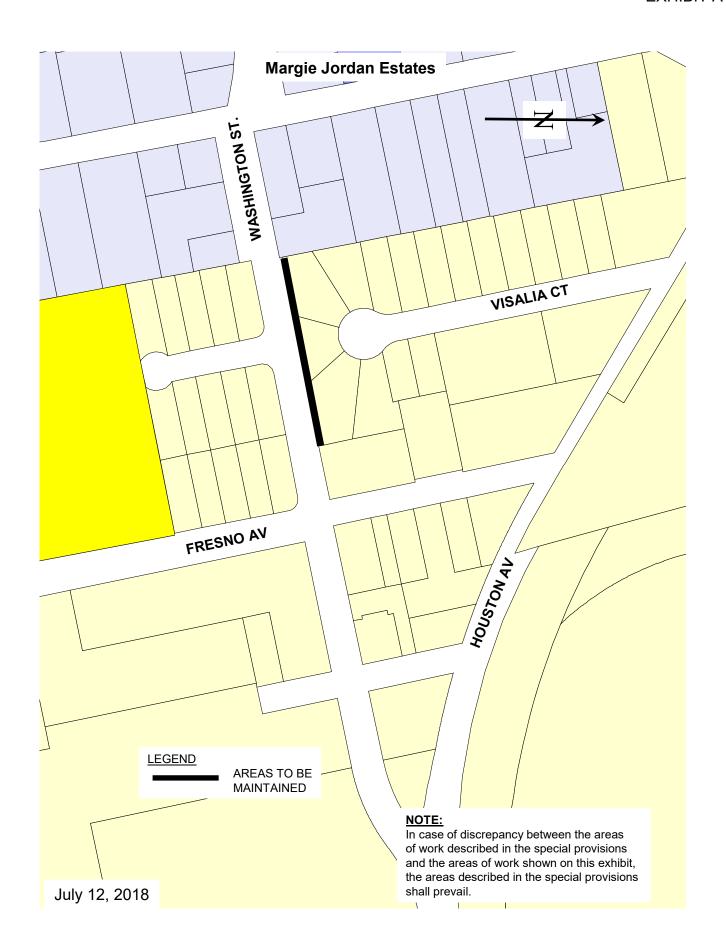
# **NORTHBROOK**

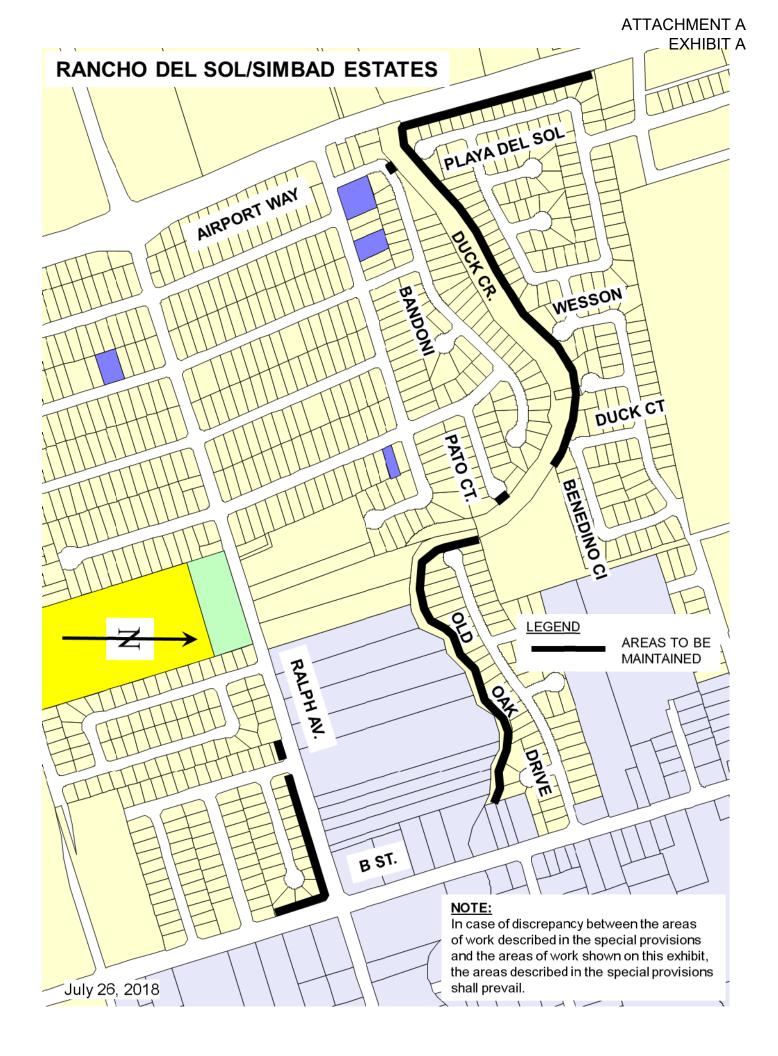












### STORMWATER TREATMENT CONTROL MANUAL

# OPERATIONS AND MAINTENANCE MANUAL

# VEGETATED SWALE STORMWATER TREATMENT CONTROL MEASURE

ΑT

SEABREEZE II Stockton, California

Fentative Map No. <u>TM21-93</u> Tract No. 3415

Prepared For:

STOCKTON SEABREEZE L.P.

3202 Wost March Lane Stockton, CA 95219 (209) 951-5444

Prepared By:

STANTEC CONSULTING INC.

1016 12<sup>0</sup> Street Modesto, CA 95354 (209) 521-8986

Date Prepared. July 24, 2008.

# OPERATIONS AND MAINTENANCE MANUAL VEGETATED SWALE STORMWATER TREATMENT CONTROL MEASURE

### SEABREEZE II STOCKTON, CA

July 24, 2008

### Introduction

The City of Stockton manages stormwater quality pursuant to National Pollutant Discharge Elimination System (NPDES) permits issued by the California Regional Water Quality Control Board (RWQCB), Central Valley Region. As part of their permit compliance plan to reduce pollutants in runoff from new development and redevelopment to the maximum extent practicable (MEP), the City has published a Stormwater Quality Control Criteria Plan (SWQCCP). This SWQCCP outlines a variety of alternative source control measures and treatment control measures for use in achieving the desired stormwater discharge quality, one of which is the vegetated swale (T-2).

### Type of Device

Within the Seabreeze II subdivision, a vegetated swale treatment control measure has been engineered and installed. A vegetated swale, sometimes called a grass filter, is used to treat stormwater runoff by slowly conveying stormwater to the downstream system through vegetation in a channel. Specific types of grasses are used to reduce the amount of unwanted pollutants in the stormwater, and to help reduce the velocity of stormwater runoff. Vegetated swales offer many advantages over other types of treatment devices, primarily their relatively low maintenance requirements and reasonable installation costs. Another benefit of vegetated swales is the aesthetic value they can add to a development. Further information regarding the design elements of the swale installed within this site can be found in the SWQCCP for Seabreeze II, which is made a part of this Operations and Maintenance Manual by reference.

### **Features**

The device has been installed within Lot "C" as shown on the map of "Seabreeze II" as filed in Book 39 of Maps and Plats, at page 71, San Joaquin County Records, along the PG&E easement at the northern border of the subdivision (see Figure 1). This location greatly utilizes the swale's aesthetic features, and provides the ideal location for treatment and maintenance. The swale's natural and open feel acts as a treatment device in disguise. The entire device is open and accessible to the public, yet it still meets all the subdivision's stormwater treatment requirements. The swale within this project meets these treatment criteria by utilizing a "mowless sod" type of vegetation which is planted within the entire swale, including the side slopes. The variety of sod in the bottom of the swale shall be such that it can thrive and grow under constant water flows from rain during the wet season, and nuisance flows during the dry season.

Operations and Maintenance Manual Vegetated Swale Stormwater Treatment Control Measure Seabreeze II July 24, 2008 Page 2 of 6

Given the open nature of the swale, public safety can be a concern, but measures have been taken to ensure this concern is kept to a minimum. The only exposed features within the swale area are the inlet and outlet pipe structures. The pipe openings have been fitted with locking grates over the exposed ends to ensure no public access into the pipes. At the same time, these grates cause no restriction to the flow of water into or out of the swale.

### Maintenance

Although vegetated swales do require regular maintenance to provide optimum storm water treatment, they are among the easiest and most cost effective maintenance practices with regard to treatment devices. The vegetated swale in this application is incorporated into the surrounding public open area. The entire swale is planted with a "mowless sod" and the maintenance of this grass is as simple as its name implies: regular mowing of this type of grass is minimized to keep the grass at a consistent length to ensure the proficiency of the vegetation in treating stormwater. Minor maintenance of the grates may also be required if any large debris becomes lodged at these locations. For further details on the maintenance and inspection of these items see Table 1.

Operations and Maintenance Manual Vegetated Swale Stormwater Treatment Control Measure Seabreeze II July 24, 2008 Page 3 of 6

Table 1 - Vegetated Swale Maintenance

TASK	NOILOW	SOUTH I
Inspection	Investigate the entire swale for any vegetation damage, erosion, and sediment or debris accumulation. Also examine the swale for pools of standing water to help prevent mosquito breeding. Accumulated debris or sediment is one	Inspections should be performed periodically throughout the year with the beginning of these months acting as a minimum: May, July, and
	possible cause of such standing water. Kemove any sediment buildup or debris upon inspection. Replace any damaged vegetation upon removal. Inspect the gravel areas for any sit accumulation. Check the grass height to make sure it is maintained to the required height. Study the sprinkler heads to ensure that proper irrigation is being achieved.	October. Inspections should also be conducted after periods of heavy rainfall (1 inch or more per 24 hour period), and once during the winter season (February) to insure the swale is at optimal performance condition.
Irrigation	Irrigate the swale regularly during the dry season to maintain the growth of the mowless sod in order to ensure the treatment capabilities of the device.	Irrigate per the approved irrigation schedule from the Seabreeze II Landscape plans (see Figure 2, attached).
Mowing	Mow grass as required to ensure a minimum height of 1 inch above the design flow depth of 5 inches (i.e. 6 inches minimum grass height). All the grass within the swale, including the side slopes, shall be kept to this height requirement.	Mowing should be performed at each of the minimum inspections (May, July, and October), but may be required less frequently as based on each inspection in order to maintain the required minimum grass height (6 inches).
Weed and Pest Control	The principles of integrated pest management should be followed for pest abatement. The use of herbicides to reduce volunteer growth, which is defined as any other type of vegetation beyond the sod specified within the approved landscape plans, should be on an as-needed basis as opposed to regular applications. All such volunteer growth must be removed to provide for the consistent flow of wafer through the swale. If may be necessary to replant these areas of vegetation removal with the specified sod if damage has occurred to the desired vegetation.	Upon each minimum inspection (May, July, and October), determine the need for volunteer growth abatement and pest control. Any herbicide or pesticide materials used should be applied per the manufacturer's recommendations.
Gravel Maintenance	Unclog the gravel area to help maintain this area's effectiveness to disperse the drainage flow. The gravel shall be maintained at the required 4-inch to 6-inch depth and repaired or replaced as necessary. This area should be cleaned once silt levels reach half the gravel depth (i.e. 2 to 3 inches). The initial application of gravel can be cleaned and restored, but additional gravel may need to be installed as necessary to ensure the proper depth requirements of this area are maintained.	Upon each minimum inspection, check silt level and gravel levels within this area for compliance to the required heights. Cleaning and additional gravel installation shall be performed during each of these inspections as deemed necessary.

Operations and Maintenance Manual Vegetated Swale Stormwater Treatment Control Measure Seabreeze II July 24, 2008 Page 4 of 6

Table 1 - Vegetated Swale Maintenance

As necessary. Determined upon each inspection, and upon any damage caused by the above maintenance items. The specified sod should be replaced with Mow-Free Fescue blend available through Delta-Bluegrass per the approved landscape plans.	Inspections should be performed at each of the minimum inspections (May, July, and October) to ensure proper working conditions and public safety.
Replacement Ensure that any required vegetation replacement shall be installed per the specifications and design criteria of the Approved Landscape Plans, City of Stockton's Stormwater Quality Control Criteria Plan, and Stormwater Management Plan.	Ensure that grates on both the inlet and the outlet structures are free and clear of any debris lodged at these locations. Grates need to be locked at all times. Repair any damage to the grates as quickly as possible to limit safety concerns. Damage to the headwall structures should be infrequent, but repairs will need to be determined upon each inspection of the swale.
Replacement	Structure Maintenance

The above referenced maintenance actions and schedule are to be used as a guideline. Timelines and inspection dates may need to change to better accommodate actual growth cycles, wet weather seasons, and other real world conditions.

# SEABREEZE II VEGETATED SWALE INSPECTION AND MAINTENANCE CHECKLIST

Date of Inspection: Inspector(s):	3.5	Ţ.	Type of Inspection: Monthly After heavy runoff Other:	☐ Pre-Wet Season ff ☐ End of Wet Season
Task	Maintenance Requirements	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed. If needed maintenance was not conducted, note when it will be performed).	Results Expected When Maintenance is Performec
Inspection	Investigate the swale for any vegetation damage, erosion, sediment or debris accumulation, and/or standing water.			When finished, the bottom portion of the swale should be level from side to side and drain freely toward the
		2		outlet. There should be no areas of standing water and sediment should be disposed of properly. No erosion or scouring in swaie
e e a				bottom should be evident. Any large bare areas, generally greater than 12 inches wide, should be regraded and reseeded.
ž				For smaller bare areas, overseed when bare spots are evident, or take plugs of grass from the upper slope and plant in the swale bottom at 8-inch intervals.
Irrigation	Verify that all sprinkler heads are working properly. Repair any damage to irrigation system. Adjust irrigation timing per attached schedule.			When finished, sprinklers should be fully functional and operating per schedule.

V:\2005\active\282400\docs\inspection table.doc-rkc

Mowing	Waintenance Requirements	Maintenance	Comments (Describe maintenance	Results Expected When
	ā	Needed?	completed. If needed maintenance was	Maintenance is Performed
	5.	(A/A)	not conducted, note when it will be performed).	10
	Mow grass as required to ensure a			Vegetation to be mowed
	minimum height of a inch above the design flow denth of 5 inches (i.e. 6		it is	per specifications.
<u>2</u> . •	inches minimum grass height)			vegetation should never be
	जांच्य मामामाचा पुष्यंत्र महाधानु.			mowed lower than a 6-inch
	20			neignt. Remove clippings
*		*		of appropriately
and Pest	Follow the principles of integrated			Nuisance vegetation to be
Control	pest management. Apply herbicides	40	2 to 12	removed so that flow is not
7	only when necessary. Remove all	12		impeded. Remove
× .	volunteer growth. Replant any areas		8	clippings from the swale
5	of vegetation removal with the			and dispose of
3	specified sod if damage has occurred	15		appropriately.
t	to the desired vegetation.			
****	Unclog the gravel area. The gravel			Gravel is at a depth of 4 to
Maintenance sh	shall be maintained at the required 4-	Œ.		6 inches. Obstructions and
<u>.</u>	inch to 6-inch depth. Clean the			trash to be removed, and
5				the swale should be able to
₽	the gravel depth (i.e. 2 to 3 inches).		23	drain freely toward the
<u>o</u>	Gravel can be cleaned and restored		100 E	outlet.
5	unless replacement is deemed		15	
	necessary.			}
Replacement Er	Ensure that any required vegetation			Vegetation coverage in
92	replacement shall be done per the			more than 90% of the swale
15 T	specifications of the City of			bottom.
· ·	Stockton's Stormwater Quality			- ADDRESS OF THE PROPERTY OF T
Ö	Control Criteria Plan and Stormwater			
<u>~</u>	Management Plan. Replace with			
X	Mow-Free Fescue blend available			
<b>\$</b>	through Delta-Bluegrass, per the			
	approved landscape plans.			
81 18	Clear any debris lodged at the grate			Obstructions and trash to
Maintenance   lo				be removed, and the swale
†ö	at all times. Repair any damage to			able to drain freely toward
th the	the grates.	**************************************	2	the outlet.

### Construction Considerations

### Scheduling

Vegetated swales should be established and operational by October 1, unless another schedule has been justified in the Landscape Plan and approved by the City. To meet the October 1 deadline, the following schedule must be met:

- Seeding should be conducted during the dry season, no later than September 1 to ensure sufficient vegetation by October 1. Irrigation may be required.
- Within 60 days of seeding, or by September 30, whichever is earlier, the site shall be
  inspected to determine adequacy of vegetation growth, and to determine if erosion or
  damage has occurred. Areas of damage shall be repaired, seeded, and mulched
  immediately.
- If vegetation growth is insufficient, or excessive damage or erosion has occurred, the site should be further stabilized with other appropriate erosion control measures such as matting, mulching, etc. If the site can not be adequately stabilized prior to October 1, temporary measures must be installed to divert storm flows around the swale until adequate vegetation and stabilization occurs.

### **During Construction**

If active construction is being conducted upstream of the vegetated swales, all construction activity BMPs must remain in place to prevent high sediment loads into the vegetated swales. If necessary, additional BMPs must be installed to protect the vegetated swales during construction.

### Post Construction

After all construction activities are complete, temporary BMPs to protect the integrity of the vegetated swales shall be installed, if necessary, until:

- · the drainage area for the vegetated swales is adequately stabilized;
- · vegetation in the vegetated swales is adequately established; and
- · the vegetated swales maintenance plan is fully implemented.

### Maintenance Requirements

To provide optimum treatment, vegetated swales need to be regularly maintained to ensure a dense vegetation growth, and to prevent erosion of the underlying soils.

### Maintenance Agreement

Treatment controls are to be maintained by the owner/operator. Maintenance agreement between the owner/operator of the vegetated swales and the City may be required. (See Appendix C-1 for example maintenance agreement.)

### Maintenance Plan

A post-construction Maintenance Plan shall be prepared and made available at the City's request. The Maintenance Plan should address at least the following items (see Appendix D-2 for more detailed required Maintenance Plan content and format:

Operation plan and schedule, including site map;

- Maintenance and cleaning activities and schedule;
- · Equipment and resource requirements necessary to operate and maintain facility; and
- Responsible party for operation and maintenance activities.

### Maintenance Activities

The following activities are recommended to properly maintain vegetated swales:

- Inspect swales at least twice annually for erosion, damage to vegetation, and sediment
  and debris accumulation, preferably at the end of the wet season to schedule summer
  maintenance and before major fall runoff to be sure the swale is ready for winter.
  However, additional inspection after periods of heavy runoff is desirable. Remove
  damaged vegetation, sediment, and trash and debris.
- Swale height and mowing frequency may not have a large impact on pollutant removal, but mowing may only be necessary once or twice a year for safety, aesthetics, or suppression weeds and woody vegetation. Additionally, mowing promotes dense swale growth.
- Regularly inspect swales for pools of standing water to prevent mosquito breeding, particularly in places were obstructions develop.
- · Irrigate vegetated swale during dry season, if necessary, to maintain vegetation.

# Appendix D-2 Maintenance Plan Guidance

This appendix identifies the basic information that shall be included in a maintenance plan. Refer to Fact Sheets for individual control measures regarding device-specific maintenance requirements.

### A. Site Map:

- Provide a site map showing boundaries of the site, acreage and drainage patterns/contour lines. Show each discharge location from the site and any drainage flowing onto the site. Distinguish between soft and hard surfaces on the map.
- 2. Identify locations of existing and proposed storm drain facilities, private sanitary sewer systems and grade-breaks for purposes of pollution prevention.
- 3. With legend, show locations of expected sources of pollution generation (outdoor work and storage areas, heavy traffic areas, delivery areas, trash enclosures, fueling areas, industrial clarifiers, wash-racks, etc). Identify any areas having contaminated soil or where toxins are stored or have been stored/disposed of in the past.
- 4. With legend, indicate types and locations of stormwater control measures that will be built to permanently control stormwater pollution. Distinguish between pollution prevention, treatment, sewer diversion, and containment devices.

### **B.** Baseline Descriptions:

- List the property owners and persons responsible for operation and maintenance of the stormwater control measures on site. Include phone numbers and addresses.
- Identify the intended method of providing financing for operation, inspection, routine maintenance and upkeep of stormwater control measures.
- List all permanent stormwater control measures. Provide a brief description of stormwater control measures selected and if appropriate, facts sheets or additional information.
- 4. As appropriate for each stormwater control measure provide:
  - a. A written description and check list of all maintenance and waste disposal activities that will be performed. Distinguish between the maintenance appropriate for a 2-year establishment period and expected long-term maintenance. For example, maintenance requirements for vegetation in a constructed wetland may be more intensive during the first few years until the vegetation is established. The post-establishment maintenance plan shall address maintenance needs (e.g. pruning, irrigation, weeding) for a larger, more stable system. Include maintenance performance procedures for facility components that require relatively unique maintenance knowledge, such as specific plant removal/replacement, landscape features, or constructed wetland maintenance. These procedures shall provide enough detail for a person unfamiliar with maintenance to perform the activity, or identify the specific skills or knowledge necessary to perform and document the maintenance.

Stormwater Quality Control Criteria Plan

D-3

Revised January 2008

- A description of site inspection procedures and documentation system, including record-keeping and retention requirements.
- c. An inspection and maintenance schedule, preferably in the form of a table or matrix, for each activity for all facility components. The schedule shall demonstrate how it will satisfy the specified level of performance, and how the maintenance/inspection activities relate to storm events and seasonal issues.
- d. Identification of the equipment and materials required to perform the maintenance.
- As appropriate, list all housekeeping procedures for prohibiting illicit discharges or
  potential illicit discharges to the storm drain. Identify housekeeping BMPs that reduce
  maintenance of treatment control measures.

### C. Spill Plan:

- 1. Provide emergency notification procedures (phone and agency/persons to contact).
- 2. As appropriate for site, provide emergency containment and cleaning procedures.
- Note downstream receiving water bodies or wetlands which may be affected by spills or chronic untreated discharges.
- As appropriate, create an emergency sampling procedure for spills. (Emergency sampling can protect the property owner from erroneous liability for down-stream receiving area clean-ups).

### D. Facility Changes:

Operational or facility changes which significantly affect the character or quantity of
pollutants discharging into the stormwater control measures will require modifications to
the Maintenance Plan and/or additional stormwater control measures.

### E. Training:

- 1. Identify appropriate persons to be trained and assure proper training.
- 2. Training to include:
  - a. Good housekeeping procedures defined in the plan.
  - b. Proper maintenance of all pollution mitigation devices.
  - c. Identification and cleanup procedures for spills and overflows.
  - d. Large-scale spill or hazardous material response.
  - e. Safety concerns when maintaining devices and cleaning spills.

### F. Basic Inspection and Maintenance Activities:

- Create and maintain on site, a log for inspector names, dates and stormwater control
  measure devices to be inspected and maintained. Provide a checklist for each inspection
  and maintenance category.
- 2. Perform annual testing of any mechanical or electrical devices prior to wet weather.

D-4

- 3. Report any significant changes in stormwater control measures to the site management. As appropriate, assure mechanical devices are working properly and/or landscaped BMP plantings are irrigated and nurtured to promote thick growth.
- 4. Note any significant maintenance requirements due to spills or unexpected discharges.
- As appropriate, perform maintenance and replacement as scheduled and as needed in a timely manner to assure stormwater control measures are performing as designed and approved.
- 6. Assure *unauthorized* low-flow discharges from the property do not by-pass stormwater control measures.
- 7. Perform an annual assessment of each pollution generation operation and its associated stormwater control measures to determine if any part of the pollution reduction train can be improved.

### G. Revisions to Pollution Mitigation Measures:

1. If future correction or modification of pass stormwater control measures or procedures is required, the owner shall obtain approval from the governing stormwater agency prior to commencing any work. Corrective measures or modifications shall not cause discharges to by-pass or otherwise impede existing stormwater control measures.

### H. Monitoring & Reporting Program

- 1. The governing stormwater agency may require a Monitoring & Reporting Program to assure the stormwater control measures approved for the site are performing according to design.
- 2. If required by local agency, the Maintenance Plan shall include performance testing and reporting protocols.



# BID FORMS FOR

# STREETSCAPE LANDSCAPE MAINTENANCE

# PROJECT NO. OM 19-010

DO NOT DETACH ANY OF THIS MATERIAL THIS CONSTITUTES YOUR BID PROPOSAL

SUBMIT ONE ORIGINAL OF THIS BID PROPOSAL

Pre-Bid Meeting: November 7, 2018 at 9 a.m.

Municipal Service Center, 1465 S Lincoln, Stockton, CA

Bid Opens: Thursday, November 29, 2018, 2 p.m.,

City Hall, Council Chambers

BIDDER'S NAME: Al Fresco Landscaping, Inc.

# STREETSCAPE LANDSCAPE MAINTENANCE BIDDER'S CHECKLIST/AGREEMENT CITY OF STOCKTON PUBLIC WORKS DEPARTMENT

(Checklist Not Required to be Submitted)

Did y	ou complete and/or properly sign:
_/	_You have carefully examined the specifications and all other provisions of this form and understand the meaning, intent, and requirements of same.
1/	_Review and sign all Letters of Clarification on the City web site at <a href="www.stocktonca.gov/pwbid">www.stocktonca.gov/pwbid</a> prior to submitting your bid. Submit signed letters with bid.
V	_List of Subcontractors (Bid Forms)
	_Non-Collusion Declaration form (Bid Forms)
V	_Department of Industrial Relations Labor Compliance Self-Certification (Bid Forms)
	_Title VI Violation Self-Certification (Bid Forms)
V	_Registered with the Department of Industrial Relations (California Labor Code Section 1725.5)
V	_Submit proof of registration (registration number, contractor name, license type/number) from Department of Industrial Relations for all Contractors/Subcontractors (regardless of tier). Proof of registration is due with bid submittal. Subcontractor proof of registration is due no later than four business days after bid opening. Bids will not be accepted from unregistered contractors.
	_Local Employment Ordinance form (Bid Forms)
V	Local Business Preference Ordinance form (Bid Forms)
V	_Advise all subcontractors of prevailing wage rate, apprenticeship, Title VI, DIR, and all other contract compliance requirements
V	_Include your \$3,000 bidder's security (bidder's bond, certified or cashier's check)
V	_Review and understand all Questions/Answers/Clarifications on the City web site at www.stocktonca.gov/pwbid prior to submitting your bid
V	_Submit company name and contact information to Miguel Mendoza at email Miguel.Mendoza@stocktonca.gov
1/	_ Attend mandatorypre-bid meeting November 7 at 9 a.m. at the Municipal Service Center, 1465 S. Lincoln Street, Stockton, CA 95206
/_	_Submit one (1) Original of all bid documents
	Deliver the sealed bid proposal to City Hall, City Clerk's Office (1st floor), 425 N. El Dorado Street, Stockton, CA 95202 not later than Thursday, November 29, 2 pm. Sealed bid shall be marked "BID" and indicate project name, number, and bid opening date. Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the bid arriving in the City Clerk's Office after the bid opening deadline and therefore not being accepted.

**Bid Forms** 

### **BID FOR PUBLIC WORK**

CITY OF STOCKTON

Stockton,	CA _	November 28	. 2018
,			

TO THE HONORABLE CITY COUNCIL OF THE CITY OF STOCKTON:

Pursuant to your Notice Inviting Sealed Bids, I, we, or either of us:

Al Fresco Landscaping, Inc., A California Corporation (State whether individual, firm, corporation, association, or co-partnership)

hereby offer (and hereby promise and agree in case this bid is accepted) to furnish all labor, material, equipment and supplies necessary to complete the work mentioned in said Notice Inviting Sealed Bids in strict accordance with the plans and specifications for said work to be done and labor, materials, and equipment and supplies to be furnished, which plans and specifications are on file in the office of the City Clerk of the City of Stockton and made part hereof by reference, the same as if herein fully set out, at the following rates and prices, to-wit:

### **BIDDER CERTIFICATION**

The undersigned agrees that if this bid is accepted, he/she will contract with the City of Stockton in the form of contract attached hereto to perform all of the work in accordance with the contract and the drawings, specifications, and other documents incorporated therein; that he/she will take in full payment therefor, and for all other obligations assumed under the contract, the prices set forth in the following bid schedule except as otherwise provided in the specifications; and that he/she will execute such contract and furnish the required contract bonds in the manner and within the time provided in the bidding requirements and conditions. The undersigned further agrees that he/she has carefully examined the site of the work and the bid documents and any addenda thereto, and is fully informed of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work; that the only parties interested in this bid as principals are those named herein and that this bid is made without collusion with any other party; and that this bid is submitted in all respects in accordance with the bidding requirements and conditions and all other requirements of the bid documents.

bid docur	nents.			, and the second		
A BID GL	JARANTY ACCOMPANIES THIS	BID IN THE FO	RM OF: (C	Check <u>one</u> of the follo	owing)	
	Cash, or Cashier's check, or Certified check payable to City of Bidder's bond in favor of the City	of Stockton, or			·	
For a	ny amount not less than three the	ousand dollars (	(\$3,000).			
ALSO A EXECUTI	CCOMPANYING THIS BID A ED AND SIGNED:	RE THE FOI	LLOWING	ATTACHMENTS,	PROPERLY	
1. 2. 3.	List of Subcontractors Non-Collusion Declaration DIR Self-Certification		loyment Or	ion dinance Acknowled rence Acknowledger		
	THE CITY RESERVES TH	E RIGHT TO RE	EJECT AN'	Y AND ALL BIDS		
Al Fresco Landscaping Inc		(831)636-5444		71-0969479		
Name of Firm		Phone		Tax I.D. No.		
PO Box 1067		Hollister	CA	95023		
Address		City	State	Zip	<del></del>	
Al Fresco Landscaping Inc		856087 - C27		04/30/2020		
Contractor		Lic. No. & Classification		Expiration Dat	Expiration Date	
license expiration states that "A	e law requires bidders on <u>public agency con</u> ation date, and (3) a statement that the rep Any bid not containing this information, or bid we and shall be rejected by the public agenc	resentations made th d containing informat	erein are mad	le under penalty of periury	The law further	

**Bid Forms** 

Signature

Vice President

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY

Title

BIDDER SIGN HERE

### LIST OF SUBCONTRACTORS

GENERAL CONTR	ACTOR: Al Fresco Landscapir	ıg, Inc.
PROJECT: _	Streetscape Landscape Mair	ntenance (OM 19-010)
PLEASE LIST RE	LOW ALL SUBCONTRACTORS CONTR	IBLITING TO THIS WORK

Each bidder shall give the name, business address, license number, description of the work, and the dollar amount to be PAID the subcontractor, for each subcontractor that will be used on the project, if the Bidder is awarded the contract. Only subcontractors with work in excess of one-half of one percent (0.5%) or \$10,000 (whichever is greater) of the Bidder's total bid need to be listed. All work in excess of one-half of one percent (0.5%) or \$10,000 (whichever is greater) of the Bidder's total bid, for which a subcontractor is not listed on this form, shall be performed by the Bidder's own organization. Additional numbered pages listing proposed subcontractors may be attached to this page. Each page shall be headed "Proposed Subcontractors" and shall be signed by the Bidder.

#### PRINT LEGIBLY OR TYPE

BUSINESS NAME/ADDRESS	LICENSE NUMBER & LICENSE CLASSIFICATION	DEPT. OF INDUSTRIAL RELATIONS REGISTRATION NUMBER	TYPE OF WORK	AMOUNT
Silva Landscape	985652 - C27	1000017387	Trim / Mow / QC	25,000 per month
PO Box 607				
Patterson, CA 95363				
	æ			

	В	IDDER SIGN
Unille Dellalo		HERE
(SIGNATURE OF BIDDER)		

NON-COLLUSION DECLARATION

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY of STOCKTON DEPARTMENT OF PUBLIC WORKS.

The undersigned declares:

I am the Vice President

, of Al Fresco Landscaping Inc. , the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company.

association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has

not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has

not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in

a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by

agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder,

or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements

contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or

any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any

corporation, partnership, company, association, organization, bid depository, or to any member or agent

thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for

such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture.

limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has

full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and

correct and that this declaration is executed on not at the lister (city), CA (state).

(Signature)

**Bid Forms** 

Last Revised 09/22/16

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# DEPARTMENT OF INDUSTRIAL RELATIONS LABOR COMPLIANCE SELF-CERTIFICATION

We, the undersigned, self-certify that we will comply with all California Department of Industrial Relations (DIR) laws, rules and regulations that apply to Public Work as defined in Labor Code Section 1720(a)(1), as well as Senate Bill 854 (2014), and all other related statutes.

In addition, we acknowledge that to be eligible to bid on City of Stockton Public Works projects, we and all subcontractors under us are registered, and will remain registered with the DIR until project completion; otherwise, we will be disqualified from consideration as a bidder for the subject project.

CONTRACTOR: Al Fresco Landscaping, Inc.
BY: Unlle Delho
TITLE: Vice President
DATE: 11/28/18

### TITLE VI VIOLATION SELF-CERTIFICATION

We, the undersigned, self-certify that pursuant to Federal Code of Regulations (CFR), 23 CFR 200.9, 633 and 49 CFR 21.7, we do not have any unresolved violations under Title VI of the Civil Rights Act of 1964 and related statutes, including Americans with Disabilities Act (ADA). In addition, we acknowledge that an unresolved Title VI violation will disqualify us for consideration as a bidder for the subject project.

CONTRACTOR:	
-------------	--

Al Fresco Landscaping, Inc.

BY: Pulled elalo

TITLE

DATE: 11 28/18

### LOCAL EMPLOYMENT ORDINANCE

This contract is subject to the requirements of the City of Stockton's Local Employment Ordinance. By my signature below, I certify that I have read and understood the Local Employment Ordinance of the City of Stockton, and agree to abide by its provisions. If selected to perform this contract, I specifically agree to report data on the actual number of Stockton residents employed, and understand that data will be subject to verification by an independent auditor.

Signature of Bidder	Mull Delplo
Date Signed	11/28/18

Bid Forms Last Revised 09/22/16

### LOCAL BUSINESS PREFERENCE ORDINANCE

The City of Stockton's Local Business Preference Ordinance applies to this project. By my signature below, I certify that I have read and understood the Local Business Preference Ordinance of the City of Stockton, and agree to abide by its provisions.

Signature of Bidder <u>Ullle Declado</u>

Date Signed <u>III 28 | 8</u>

#### PUBLIC WORKS DEPARTMENT

MUNICIPAL SERVICE CENTER • 1465 S. Lincoln Street • Stockton, CA 95206-1941 • 209 / 937-8341 • Fax 209 / 937-8883

### **LETTER OF CLARIFICATION NO. 1**

### STREETSCAPE LANDSCAPE MAINTENANCE, PROJECT NO. OM 19-010

### TO ALL PROSPECTIVE BIDDERS

DATE: November 27, 2018

Letter of Clarification No. 1 for the above project consists of the following:

This acknowledgement form (see important notice below).

#### SPECIAL PROVISIONS:

2. Pages SP34 and SP53, Sections 9-2.17 and 9-3.17, "Irrigation System Operation and Maintenance", Subsection "Maintenance and Repairs", second paragraph:

**CHANGE** bid description to read:

The contractor should <u>schedule and</u> perform a periodic system check <u>every 30 days</u> (no less than once per month, and more often if the Contract Administrator deems necessary or site conditions warrant) to minimize water waste and assure healthy landscaping.

3. Pages SP36 and SP55, Sections 9-2.17.2 and 9-3.17.2, "Winter System Check":

CHANGE bid description to read:

A winter system check of <u>all irrigation systems</u> shall be completed for all sites <u>within 30 days of Notice to Proceed</u>.

4. Pages SP36 and SP55, Sections 9-2.17.2 and 9-3.17.2, "Winter System Check":

CHANGE bid description to read:

An itemized report of all extra costs by site, and overall total cost to repair shall be provided by <u>45 days after Notice to Proceed</u>.

Letter of Clarification No. 1 Streetscape Landscape Maintenance November 27, 2018 Page 2

5. Pages SP36 and SP55, Sections 9-2.17.2 and 9-3.17.2, "Winter System Check":

CHANGE bid description to read:

Irrigation systems at all locations shall be fully operational <u>no later than</u>

May 1 in 2019 and March 1 in all other years remaining in contract.

GORDON A. MACKAY, DIRECTOR PUBLIC WORKS DEPARTMENT

GAM:JA:VM:DK:SC:cp

NOTICE:

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO INCLUDE OR ACKNOWLEDGE A CLARIFICATION MAY RESULT IN THE BID BEING REJECTED AS NOT RESPONSIVE.

CONTRACTOR:	Al Fresco Landscaping, Inc.
SIGNATURE OF BIDDER:	Unelle DerOplo
DATE:	11/28/18

### **BID ITEMS:**

Base bid (Items A-K) is basis for award. Bid Items A-F and H-K are for maintenance services for street, median and open space landscaping at various levels. Bid Item G is for common repairs. The City reserves the right to increase or decrease the quantity of any item or portion of the work; to delete portions of the work; and to make alterations, additions or deletions from the specifications as deemed necessary, provided such increase, decrease or alteration does not exceed 1% of the original quantity of work, Contractor shall proceed with the work as increased, decreased or altered at no additional cost to City. If the decrease in area to be maintained exceeds 1%, Contractor's compensation will be reduced equal to the total percentage decrease in the area to be maintained. If the increase in area to be maintained exceeds 1%, Contractor may request their compensation be increased by an amount up to the total percentage increase in the area to be maintained. Alternate bid items for added services are required.

Bids A and H-K are for full landscaping services at designated sites. The Incidental Annual Repair Allowance (Items G.1-G.36) is pricing for various common repairs and/or replacements. There is no guarantee that these services will be required. The City reserves the right to increase, decrease, or delete quantities of Incidental Annual Repair Allowance items without any increase or decrease in the unit prices provided. There are several Bid Alternates.

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Item	Description	Unit	Quantity	Unit Price	Total Price	
A.	FULL LANDSCAPE SERVICE – A (LS-A) (9-2 and 10-2)	МО	12	47,500.00	570,000.00	
B.	FULL LANDSCAPE SERVICE – B (LS-B) (9-3 and 10-3)	МО	12	38,500.00	462,000.00	
C.	BACK-UP WALL – WEED CONTROL (BU-W) (9-4 and 10-4)	МО	12	8,000.00	96,000.00	
D.	WEED CONTROL (WC) (9-5 and 10-5)	МО	12	9,500.00	114,000.00	
E.	WEED CONTROL – FIRE MARSHALL STANDARDS (WC-FM) (9-6 and 10-6)	МО	12	10,000.00	120,000.00	
F.	TREE WELLS (TW) (9-7 and 10-7)	МО	12	6,000.00	72,000.00	
G.	INCIDENTAL ANNUAL REPAIR ALLOWANCE: Items G.1 through G.36 are various common repairs, replacements, services and labor. The unit price shall include the cost of all labor and material and overhead necessary to complete the task/work. (9-8)					
G.1	Replace Rainbird 1800 MPR Nozzle	EA	200	4.50	900.00	
G.2	Replace Rainbird 1800, 4-inch pop- up w/nozzle	EA	800	12.00	9,600.00	

Item   Description   Unit   Quantity   Unit Price   Total Price		T	1	<del></del>	· · · · · · · · · · · · · · · · · · ·	
G.3 up w/nozzle  G.4 Replace Rainbird 1800, 12-inch popup w/nozzle  G.5 Replace Hunter PGP 4-inch rotor w/nozzle  G.6 Replace Hunter PGP 12-inch rotor w/nozzle  G.7 Replace Hunter I-20 4-inch rotor w/nozzle  G.8 Replace Hunter I-20 6-inch rotor w/nozzle  G.9 Replace Hunter I-20 12-inch rotor EA  G.10 Replace Hunter I-25 rotor w/nozzle  G.11 Replace Hunter I-40 rotor w/nozzle  EA  S00  12,800.00  17,600.00  17,600.00  1,000	Item		Unit	Quantity	Unit Price	Total Price
G.4   up w/nozzle	G.3		EA	800	16.00	12,800.00
G.5   W/nozzle   EA   100   36.00   3,800.00   G.6   Replace Hunter PGP 12-inch rotor   EA   100   40.00   4,000.00   G.7   Replace Hunter I-20 4-inch rotor   EA   50   50.00   2,500.00   G.8   Replace Hunter I-20 6-inch rotor   EA   50   55.00   2,750.00   G.9   Replace Hunter I-20 12-inch rotor   EA   50   65.00   3,250.00   G.10   Replace Hunter I-25 rotor w/nozzle   EA   25   70.00   1,750.00   G.11   Replace Hunter I-40 rotor w/nozzle   EA   25   75.00   1,875.00   G.11   Replace Hunter I-40 rotor w/nozzle   EA   25   75.00   1,875.00   G.11   Replace Hunter I-40 rotor w/nozzle   EA   25   75.00   1,875.00   G.11   Replace Hunter I-40 rotor w/nozzle   EA   25   75.00   1,875.00   G.11   G.11   G.12   G.12   G.13   G	G.4		EA	800	22.00	17,600.00
G.8 Replace Hunter I-20 4-inch rotor W/nozzle  G.8 Replace Hunter I-20 6-inch rotor W/nozzle  G.9 Replace Hunter I-20 12-inch rotor W/nozzle  G.10 Replace Hunter I-25 rotor w/nozzle  EA 50 55.00 2,750.00  EA 50 65.00 3,250.00  G.10 Replace Hunter I-25 rotor w/nozzle  EA 25 70.00 1,750.00  G.11 Replace Hunter I-40 rotor w/nozzle  EA 25 75.00 1,875.00	G.5	1 ·	EA	100	36.00	3,600.00
G.8 Replace Hunter I-20 6-inch rotor w/nozzle EA 50 55.00 2,750.00 G.9 Replace Hunter I-20 12-inch rotor w/nozzle EA 50 65.00 3,250.00 G.10 Replace Hunter I-25 rotor w/nozzle EA 25 70.00 1,750.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 1,875.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 R	G.6		EA	100	40.00	4,000.00
G.8 W/nozzle EA 50 55.00 2,750.00 G.9 Replace Hunter I-20 12-inch rotor w/nozzle EA 50 65.00 3,250.00 G.10 Replace Hunter I-25 rotor w/nozzle EA 25 70.00 1,750.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 1,875.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 1,875.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 1,875.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 1,875.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 1,875.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 1,875.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 1,875.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 1,875.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 1,875.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 1,875.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 1,875.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 1,875.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 1,875.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 1,875.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 1,875.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 1,875.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 1,875.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 1,875.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 G.11	G.7		EA	50	50.00	2,500.00
G.10 Replace Hunter I-25 rotor w/nozzle EA 25 70.00 1,750.00  G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 1,875.00	G.8	· •	EA	50	55.00	2,750.00
G.11 Replace Hunter I-40 rotor w/nozzle EA 25 75.00 1,875.00	G.9		EA	50	65.00	3,250.00
	G.10	Replace Hunter I-25 rotor w/nozzle	EA	25	70.00	1,750.00
G.12 Rebuild Griswold Valve 1 inch EA 60 150.00 9,000.00	G.11	Replace Hunter I-40 rotor w/nozzle	EA	<b>2</b> 5	75.00	1,875.00
	G.12	Rebuild Griswold Valve 1 inch	EA	60	150.00	9,000.00
G.13 Rebuild Griswold Valve 1-1/4 inch EA 60 175.00 10,500.00	G.13	Rebuild Griswold Valve 1-1/4 inch	EA	60	175.00	10,500.00
G.14 Rebuild Griswold Valve 1-1/2 inch EA 30 200.00 6,000.00	G.14	Rebuild Griswold Valve 1-1/2 inch	EA	30	200.00	6,000.00
G.15 Rebuild Griswold Valve 2 inch EA 60 225.00 13,500.00	G.15	Rebuild Griswold Valve 2 inch	EA	60	225.00	13,500.00
G.16 Rebuild Rainbird PEB Valve 1 inch EA 20 150.00 3,000.00	G.16	Rebuild Rainbird PEB Valve 1 inch	EA	20	150.00	3,000.00
G.17 Rebuild Rainbird PEB Valve 1-1/2 EA 60 175.00 10,500.00	G.17		EA	60	175.00	10,500.00
G.18 Rebuild Rainbird PEB Valve 2 inch EA 60 200.00 12,000.00	G.18	Rebuild Rainbird PEB Valve 2 inch	EA	60	200.00	12,000.00
G.19 Replace Griswold Valve 1 inch EA 5 450.00 2,250.00	G.19	Replace Griswold Valve 1 inch	EA	5	450.00	2,250.00
G.20 Replace Griswold Valve 1-1/4 inch EA 5 450.00 2,250.00	G.20	Replace Griswold Valve 1-1/4 inch	EA	5	450.00	2,250.00
G.21 Replace Griswold Valve 1-1/2 inch EA 5 450.00 2,250.00	G.21	Replace Griswold Valve 1-1/2 inch	EA	5	450.00	2,250.00
G.22 Replace Griswold Valve 2 inch EA 10 650.00 6,500.00	G.22	Replace Griswold Valve 2 inch	EA	10	650.00	6,500.00
G.23 Replace Rainbird PEB Valve 1 inch EA 10 450.00 4,500.00	G.23	Replace Rainbird PEB Valve 1 inch	EA	10	450.00	4,500.00

		<u> </u>			
Item	Description	Unit	Quantity	Unit Price	Total Price
G.24	Replace Rainbird PEB Valve 1-1/2 inch	EA	10	450.00	4,500.00
G.25	Replace Rainbird PEB Valve 2 inch	EA	10	500.00	5,000.00
G.26	General Irrigation Repairs – lateral breaks, mainline leaks/breaks, etc. Labor cost per hour.	HR	200	55.00	11,000.00
G.27	Replace solenoid	EA	50	50.00	2,500.00
G.28	Replace diaphragm	EA	35	50.00	1,750.00
G.29	Restake Tree, two new 2-inch dia. 10-foot untreated stakes, 4 ties, in accordance with COS Standard Dwg. 33G	EA	15	55.00	825.00
G.30	Install tree, 15-gallon size, with two (2) untreated stakes, 4 ties, arbor guard, in accordance with COS Standard DwH. 33H. Tree types to include but not be limited to: Crape Myrtle, Kawakami Pear, Strawberry Tree, Camphor, Ginkgo, Liquidamber 'Rotundiloba', Chinese Pistacia, Yarwood Sycamore, California Sycamore, Valley Oak, Coast Redwood	EA	200	150.00	30,000.00
G.31	Install 5-gallon plant	EA	400	28.00	11,200.00
G.32	Install 1-gallon plant	EA	400	15.00	6,000.00
G.33	Labor cost, per hour, for miscellaneous tasks not covered by special provisions	EA	200	45.00	9,000.00
G.34	Emergency Response, Labor cost per hour	HR	50	75.00	3,750.00
G.35	Insecticide tree pest control, treat tree by soil injection with imidacloprid	IN trunk circu mfere nce	25	25.00	625.00
G.36	Replace valve box/quick coupler green lid	EA	50	20.00	1,000.00
G.	INCIDENTAL ANNUAL REPAIR ALLOWANCE	Bio	l Item G. (1	-36) TOTAL	230,025.00
Н.	CITY FACILITIES (9-2 and 10-8)	МО	12	7,000.00	84,000.00

Item	Description	Unit	Quantity	Unit Price	Total Price
l.	POLICE FACILITY (9-2 and 10-9)	МО	12	350.00	4,200.00
J.	LIBRARIES (9-2 and 10-10)				
	Cesar Chavez Library	МО	12	225.00	2,700.00
	2. Fair Oaks Library	МО	12	150.00	1,800.00
	3. Maya Angelou Library	МО	12	600.00	7,200.00
	4. Thornton Library	МО	12	250.00	3,000.00
	5. Margaret Troke Library	МО	12	350.00	4,200.00
K.	PACIFIC AVENUE PARKING LOTS (9-2 and 10-11)	МО	12	500.00	6,000.00

### **TOTAL BASE BID AMOUNT (ITEMS A-K) 1,777,125.00**

ALTERNATE BIDS: Alternate bid items are required.

BID	ALTERNATE 1					
		Unit	Quantity	Unit Price	Total Price	
1.	Add: BACK-UP WALL – TRASH AND LEAVES (BU-TL) (9-4 and 10-2_	МО	12	3,000.00	36,000.00	
BID ALTERNATE 2						
		Unit	Quantity	Unit Price	Total Price	
2.	Add: TREE WELLS – TRIMMING (TW-TR) (9-7 and 10-5)	мо	12	6,000.00	72,000.00	
BID ALTERNATE 3						
		Unit	Quantity	Unit Price	Total Price	
3.	Add: TREE WELLS – SUCKER REMOVAL (TW-SR) (9-9.3 and 10-5)	МО	12	2,000.00	24,000.00	

BID .	ALTERNATE 4				
		Unit	Quantity	Unit Price	Total Price
4.	Add: TREE WELLS – TRASH REMOVAL (TW-TR) (9-9.4 and 10-5)	МО	12	2,000.00	24,000.00
BID A	ALTERNATE 5		_	<u> </u>	
		Unit	Quantity	Unit Price	Total Price
5.	Add: ALLEYS (9-9.5 and 10-6)	МО	12	5,000.00	60,000.00
ALTE	ERNATE BID 6				
		Unit	Quantity	Unit Price	Total Price
6.	Add: HEAVY WINTER PRUNING for all LS-A service areas (JAN) (9-9.6)	EA	1	35,000.00	35,000.00
ALTE	ERNATE BID 7				
		Unit	Quantity	Unit Price	Total Price
7.	Add: HEAVY WINTER PRUNING for all LS-B service areas (NOV) (9-9.7)	EA	1	22,000.00	22,000.00
ALTE	ERNATE BID 8				
		Unit	Quantity	Unit Price	Total Price
8.a	Add: Tree Services - Raising (TS-R) at all FULL LANDSCAPE SERVICE – A (LS-A) service areas	EA	1	5,000.00	5,000.00
8.b	Add: Tree Services - Raising (TS-R) at all FULL LANDSCAPE SERVICE - B (LS-B) service areas	EA	1	5,000.00	5,000.00
8.c	Add: Tree Services - Raising (TS-R) at all BACK-UP WALL - WEED CONTROL (BU) service areas	EA	1	3,200.00	3,200.00

8.d	Add: Tree Services - Raising (TS-R) at all Weed Control (WC) service areas	EA	1	5,000.00	5,000.00
8.e	Add: Tree Services - Raising (TS-R) tat all Weed Control – Fire Marshall Standards (WC- FM) service areas	EA	1	3,500.00	3,500.00

Al Fresco Landscaping Inc.	Gulle De Inlo
Firm/Contractor (Please Print)	Signed by
(831)636-5444	Lucille Del Carlo
Phone Number	Name (Printed)
PO Box 1067	856087
Address	Contractor's License #
lucille@alfrescolandscaping.net	1000032813
E-Mail Address	DIR#

# Exhibit C: <u>Insurance Requirements</u> (Streetscape Landscape Maintenance, OM-19-010)

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

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

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

#### **Other Insurance Provisions**

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

### **Additional Insured Status**

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or

operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

### **Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be endorsed as primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

### Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

### Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

#### Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

### Acceptability of Insurers

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

### **Verification of Coverage**

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

#### Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

### Special Risks or Circumstances

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

### Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton Attn: City Risk Services 425 N El Dorado Street Stockton, CA 95202

### CITY OF STOCKTON, CALIFORNIA CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. HR-15	Page No. <b>1 of 14</b>
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010
		(see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98 PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

### PURPOSE

The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

### II. POLICY

- A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."
- B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.
- C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.
- D. All City employees and non-employees share a responsibility to assist in

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98 PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

- E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.
- F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.
- G. The City of Stockton prohibits retaliation against any employee or nonemployee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.
- H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.
- I. This policy shall be administered by the Director of Human Resources.

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98 PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

### III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT

- A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:
  - 1. Soliciting applications from a source where all or most of potential workers are of the same race or color.
  - Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and
  - 3. Questioning a job applicant about the existence, nature and severity of a disability.
- B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

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		(see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98 PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

- Verbal Harassment: Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
- 2. Physical Harassment: Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
- 3. <u>Visual Harassment</u>: The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
- C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:
  - 1. Submission to such conduct is made a term or condition of employment; or
  - 2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

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3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

Examples of Sexual Harassment include, but are not limited to the following:

- a. Unwelcome sexual overtures or propositions.
- b. Offering employment benefits or status in exchange for sexual favors.
- Making or threatening retaliation after a negative response to sexual advances.
- d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
- e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.
- f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- h. Physical conduct such as touching, assaulting, impeding or blocking movements.

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98 PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

 Retaliation for making harassment reports or threatening to report harassment.

### D. Affordable Care Act (ACA) Anti-Retaliation

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

- 1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
- Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
- 3. Testifies in a proceeding concerning such violation;
- 4. Assists or participates in a proceeding concerning a violation; or
- 5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

### IV. REPORTING AND COMPLAINT PROCEDURES

#### A. Immediate Action Required

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any

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employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

- 1. <u>Employee's and Non-Employee's Responsibilities when Subjected to</u>
  Discrimination and/or Harassment
  - a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.
  - b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.
  - c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or

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with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.

## 2. <u>Supervisor's or Manager's Responsibilities to Eliminate Discrimination</u> and/or Harassment

- a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.
- b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.
- c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or nonemployee to cease the conduct.

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- d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.
- B. <u>Confidentiality</u>. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.
- C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

### V. <u>INVESTIGATION PROCEDURES</u>

A. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

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responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

### B. Investigative Guidelines

The investigation shall include the following steps taken in the order best suited to the circumstances:

- 1. Identify and preserve the evidence.
- 2. Confirm the name and position of the complainant. Interview the complainant.
- 3. Allow the complainant the opportunity to place the complaint in writing.
- 4. Obtain the identity of the alleged harasser(s).
- 5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).
- 6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).
- 7. Ascertain if any threats or promises were made in connection with the alleged harassment.
- 8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).
- 9. Ascertain whether the complainant has spoken to anyone, especially

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supervisors, about the harassment.

- 10. Ascertain what resolution would be acceptable to the complainant.
- 11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.
- 12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.
- 13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.
- 14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.
- 15. Conduct follow-up interviews, if warranted.
- 16. Prepare report of findings and discuss with management and designated legal staff.

### VI. RESPONDING TO THE COMPLAINT

A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall

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make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

- B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.
- C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.
- D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:
  - 1. <u>Unsustained</u>: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).
  - 2. Unfounded: The investigation proved that the act(s) or omission(s)

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complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

- Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.
- E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.
- F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

### VII. DISCIPLINE

Disciplinary action imposed as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

### VIII. ALTERNATIVE REMEDIES

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e et seq.), any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 – 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non-employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these

### CITY OF STOCKTON, CALIFORNIA CITY MANAGER ADMINISTRATIVE DIRECTIVE

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DISCRIMINATION AND HARASSMENT POLICY	Effective Date:	Revised From: 7/27/09
	5/1/2015	4/6/09 3/1/2010
		(see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98 PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

### IX. COMMUNICATION OF POLICY

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:

KURT O. WILSON CITY MANAGER

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