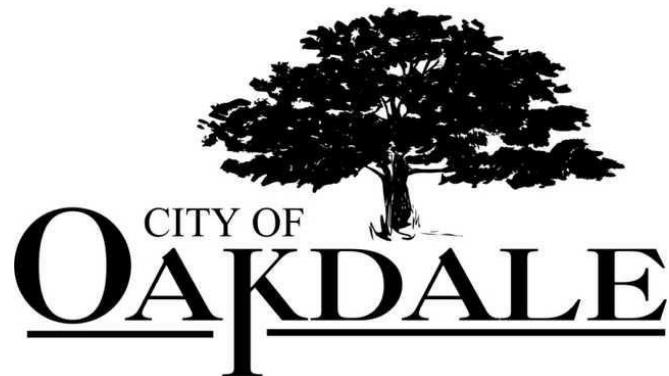


**CITY OF OAKDALE
PUBLIC SERVICES DEPARTMENT**



NOTICE TO BIDDERS

**SPECIFICATIONS
FOR
BURCHELL HILL
LANDSCAPE LIGHTING & MAINTENANCE DISTRICT SERVICES**

PREPARED BY:
CITY OF OAKDALE PUBLIC SERVICES DEPARTMENT
455 SOUTH FIFTH AVENUE
OAKDALE, CALIFORNIA 95361
(209) 845-3600 PHONE
(209) 848-4344 FAX

January 2026



CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR CITY OF OAKDALE, CALIFORNIA
PUBLIC SERVICES DEPARTMENT

**BURCHELL HILL
“LANDSCAPE LIGHTING & MAINTENANCE DISTRICT SERVICES”**

PROPOSALS DUE BY: THURSDAY FEBRUARY 26, 2026, 2:00 P.M.

**CITY OF OAKDALE
PUBLIC SERVICES DEPARTMENT**

455 SOUTH FIFTH AVENUE
OAKDALE, CALIFORNIA 95361
(209) 845-3600 PHONE
(209) 848-4344 FAX
www.ci.oakdale.ca.us

Contact Person(s):
Manuel Lopez mlopez@oakdaleca.gov
(209) 845-3619

Jeff Gravel jgravel@ci.oakdale.ca.us
(209) 845-3615

REQUEST FOR PROPOSALS: LANDSCAPE MAINTENANCE SERVICES PROJECT

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Oakdale, County of Stanislaus, State of California, will receive bids for the furnishing of Landscape Maintenance Services for the Burchell Hill Landscape Lighting and Maintenance Districts.

Pursuant to Section 1770 of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the Public Works Department and will be made available to any interested party upon request.

Proposals shall be submitted via email to mlopez@oakdaleca.gov or dropped off in person at the Public Services Office, 455 South Fifth Avenue, Oakdale, CA 95361. Any proposals received after the specified date and time, or submitted to any location other than the stated address, will not be considered.

Information on this project is available on the City of Oakdale website at the link below.

<https://www.oakdalegov.com/projects-bidding-request-for-proposals>

This information can also be found on the City of Oakdale website under the *Business* tab in the *Projects Bidding/Request for Proposals* section.

Mandatory Site Walk: A mandatory job site meeting will be held on **Wednesday, February 11, 2026, at 9:00 a.m. at Burchell Hill Park**, located at the corner of Burchell Hill Drive and Jacob Way. Bids will not be accepted from contractors who do not attend and sign in.

Bid Submission: Sealed bids shall be submitted in person or by email to the Public Services Department, 455 South Fifth Avenue, Oakdale, CA 95361, no later than **Thursday, February 26, 2026 at 2:00 p.m.** Bids received after the specified date and time, or submitted to any location other than the stated address, will not be considered and will be returned to the bidder unopened. All bids will be available for public review following City Council award approval at the Public Services Department.

The City reserves the right to reject any or all bids or to waive any informalities or minor irregularities in a bid.

REQUEST FOR PROPOSALS: LANDSCAPE MAINTENANCE SERVICES PROJECT

Insurance Requirements:

The successful contractor shall procure and maintain policies of insurance as indicated in "Exhibit D," of "Attachment D - Contractor Agreement".

Business License:

The successful contractor shall obtain a Business License from the City of Oakdale Finance Department at 280 North Third Avenue, Oakdale, CA 95361; phone (209) 845-3571.

Schedule of Work:

Pending City Council approval, the work is anticipated to begin within two weeks, with a tentative start date of March 30, 2026.

Submittal Deadline:

Electronic proposals must be submitted to the email address listed above or delivered in person to the Public Services Office by **Thursday, February 26, 2026, at 2:00 pm**. Any bids received at or after this date and time will not be considered.

Contact Persons:

All questions regarding this proposal should be directed to Manuel Lopez, City, at (209) 845-3619; e-mail mlopez@oakdaleca.gov

PROPOSAL SCHEDULE

Work shall include the services outlined in *“General Provisions – Services to be Provided”* for the areas highlighted on the site map and shall not include any services designated as “extra” in the baseline cost. Proposers shall provide two cost analyses, including a weekly cost and a total annual cost based on fifty-two (52) weeks of service, for two (2) parks and two (2) trails within the Burchell Hill LLMD, as well as for all park strips within the Burchell Hill LLMD, including the park strip along Valley View Drive and excluding the alley that runs parallel to Valley View Drive. The contract term shall begin upon execution of the agreement and continue through June 30, 2029. It is the responsibility of all bidders to inspect the project locations to verify site conditions and confirm the level and frequency of service required to meet the specifications.

Weekly services include but are not limited to:

- Mowing-mulching is acceptable, although any unsightly clumps shall be removed.
- Edging –every other week
- Trash pick-up (Monday [required], Wednesday, Friday, [typical]) including lawn and pathway areas and trash receptacles (minimum twice weekly).
- Trash and yard waste are the property of the Contractor and shall be disposed of properly.
- Trees lifted to 8 ft to 12 ft
- Maintenance pruning
- Plant and groundcover maintenance
- Repair and adjustment of irrigation
- Fertilize as per specifications

Selection shall be based on the lowest annual cost as calculated below:

Prior to approval for payment, the areas will be inspected by the Parks Supervisor to ensure the work is being completed to the Public Services Department’s satisfaction.

Any items not addressed in the specifications, or specialty services that may be required, will be addressed on an as-needed basis as they are identified by the City or by the contractor. The following process will be used for any work not included in this proposal:

- Quantify the work
- List the times the work is needed
- Provide a time schedule for the work
- Upon written approval, schedule the work
- Provide a lump sum cost for the work
- Submit the cost to the city.

REQUEST FOR PROPOSALS: LANDSCAPE MAINTENANCE SERVICES PROJECT

Weekly landscape maintenance services within the Burchell Hill LLMD, including all park strips, two (2) trails, and two (2) Burchell Hill parks.

ITEM # 1 – GENERAL GARDENING RATE			
Weekly landscape maintenance services rate for two (2) parks and two (2) trails within the Burchell Hill LLMD.	\$ _____ per week	X 52 weeks/yr	\$ _____ per year
ITEM #2-GENERAL GARDENING RATE			
Weekly landscape maintenance services rate for all park strips within the Burchell Hill LLMD, including Valley View Drive, excluding the alley that runs parallel to Valley View Drive.	\$ _____ per week	X 52 weeks/yr	\$ _____ per year
TOTAL per year			

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UNSCHEDULED / EXTRA WORK RATES

Contractor is to furnish hourly rates for unscheduled landscape maintenance work, in accordance with the following specifications and provisions. All unscheduled work shall have prior authorization of the City. Unscheduled work is requested on an as-needed basis, and the Contractor is not guaranteed all such work in areas where Contractor is currently providing landscape services to the City. The amount of time each unscheduled job may take is subject to negotiation with the City. Rates offered below would be a major determinant in whether unscheduled work will be furnished by the Contractor providing contract services in the same area. Should unscheduled work not be provided by the Contractor, said Contractor may be required to coordinate with the City and another Contractor of the City's choosing in order to complete unscheduled repairs.

The hourly rate quoted shall include all Contractor costs for wages, insurance, overhead and equipment. Fees for materials shall include Contractors lowest / best purchase price, plus tax and markup.

ITEM # 1 - GENERAL GARDENING CREW RATE (Service based on a two 2 person crew)		
Provide general gardening services, as required, i.e. sprinkler replacement, special cleanups, plant replacement and tree removal under 10" trunk diameter breast high (dbh).	\$ _____	per hour
ITEM # 2 - SPECIALTY IRRIGATION CREW RATE – (Service based on a 2-person crew, Irrigation Technician and Helper)		
Provide irrigation repair for valves, solenoids, controllers, lateral and main line breaks.	\$ _____	per hour
ITEM # 3 - PORTAL TO PORTAL CALLS – (Business Hours)		
Emergency service calls during regular operating hours, Monday through Friday, from 7 a.m. to 4 p.m., other than same day Contractor is regularly scheduled to be on job site.	\$ _____	per call
ITEM # 4 - PORTAL TO PORTAL CALLS – (After Hours)		
Emergency service calls after normal business hours, on weekends, or on holidays.	\$ _____	per call

BID SUBMITTED BY:

Name _____
(Print Name)

Signature _____ Date _____

Title _____

Company _____

License No. _____ Expiration Date _____

GENERAL SPECIFICATIONS AND PROVISIONS

1. SERVICES TO BE PROVIDED

1.1. Services may include but will not be limited to the following: mowing and edging; approved watering of landscape plants; fertilizer application; weed, pest and disease control; approved methods and techniques used for pruning shrubs and trees; chemical controls, turf aeration; trash and debris control; ground cover care; irrigation systems maintenance; tree staking; and immediate reporting of vandalism and/or safety hazards to the City. It will be the Contractor's responsibility, without further direction from the City, to meet all contract requirements in this agreement. Specific site requirements, time periods and schedules will be specified by the City.

2. GENERAL WORK REQUIREMENTS

- 2.1. Contractor shall submit an agronomic calendar for approval prior to start of work. Calendars must outline seasonal maintenance tasks including fertilization, weed control, pruning, irrigation management, and turf cultural practices.
- 2.2. Work to be performed comprises general horticultural maintenance, the operation of manual and automatic irrigation, cleanup of landscape areas as designated in the attached list of locations and, when necessary, repairs of irrigation systems and replacement of plant materials. Requirements vary by location depending upon the landscaping present.
- 2.3. The work to be performed shall be by a Landscape Maintenance Contractor, licensed by the State of California with a C27 license, insured and bonded to do business in the City of Oakdale. Contractor shall have at least 2 years' actual experience in providing landscape maintenance services for commercial and/or governmental entities.
- 2.4. It is the Contractor's responsibility, without further direction from the City (except as specified herein), to ensure that all work is being done per specifications. Contractors shall inspect every site once per week at a minimum; regardless of minimum requirements stated on the Maintenance Performance Schedule (see Attachment A).
- 2.5. The Contractor will be required to have a 24-hour emergency phone number where he/she can be reached with no more than a 15-minute delay in call-back time. Once notified, Contractor shall respond to an emergency within 60 minutes.
- 2.6. Contractor shall have fully trained and competent employees who can use power equipment safely, prune trees and shrubs, and install plants. The installation of plant materials will be in accordance with the "Best Management Practices". Any plant material installed by contractor shall have a 90- day warranty period; trees will have a warranty period of 1 year.
- 2.7. The Contractor shall have a full-time employee who can competently work on irrigation systems, including the testing, rebuilding and/or replacement of valves, controllers and main irrigation line breaks.
- 2.8. The Contractor shall have a full time staff employee who has an Agricultural Pest Control license and who is registered at all times with the State Department of Pest Regulation (DPR). Alternatively, Contractor may sub-contract applications to a licensed applicator that is registered at all times with the DPR. Contractor is liable for all work performed by any

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subcontractor.

- 2.9. The City will make regular inspections of contract sites. Contractor shall meet as required with the City (see Attachment A) to review a Landscape Maintenance Inspection Report (see Attachment B) and visit any sites deemed necessary for review with City.
- 2.10. Contractor shall be aware of and shall comply with all City ordinances governing usage.
- 2.11. The Contractor shall be responsible for maintaining local property access and access to existing public cross-streets within the limits of this contract. The Contractor shall be responsible for the safety of traffic and pedestrians within the project limits and on the streets subject to traffic control. Contractor shall comply with all City ordinances and conform to all regulatory requirements during all maintenance activities on the public streets.
- 2.12. The Contractor shall provide 24-hour advance notification to the occupants of property to which the existing access will be closed for a period of time exceeding 2 hours. Notification may be verbal to the occupant of the property or by written notice placed on or near the building entrance or the property access point to be closed.
- 2.13. Should lane closures be necessary during the term of this agreement and within the normal required maintenance activities, Contractor will obtain the necessary permits and equipment at no additional charge to the City. Lane closure shall not be allowed without the proper use of advance warning devices, signs and flag person(s) in conformance to these provisions. At the completion of each working day, all existing lanes of traffic shall be open to traffic. Provisions shall be made for the uninterrupted passage of emergency vehicles through the work site at all times, regardless of the controlled traffic conditions existing at that time.
- 2.14. The Contractor shall do all traffic lane closure work and advance warning sign placement according to the guidelines set forth in the current edition of the California Department of Transportation Specifications and Standard Plans as specified herein and at no additional cost to the City.
- 2.15. Contact the Engineering Division at (209) 845-3600 for the following information:
 - 2.15.1. Approval of lane closure maps
 - 2.15.2. Encroachment Permits
 - 2.15.3. Copies of City Ordinances

3. DESCRIPTION OF WORK

- 3.1. Area/Maintenance Service Changes - The City reserves the right to add, delete or change areas and/or maintenance services under this contract and may do so upon giving written notification to Contractor. If these changes cause an increase or a reduction in the maintenance costs of this contract, said costs shall be adjusted and, when agreed upon, incorporated into this contract. Contractor shall receive documentation from the City regarding any amendments.
- 3.2. The City reserves the right to provide the Contractor with supplies and materials such as irrigation components and plant materials, which the Contractor shall install at the hourly rate bid.
- 3.3. A general "Maintenance Performance Schedule" is provided for each location at the time of bid and will be incorporated into this agreement upon contract award (see Attachment A). Typical areas to be maintained are defined as:
 - 3.3.1. Medians: for entire median specified, starting at the gutter expansion joint.

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3.3.2. Sound walls: If applicable, to wall or fence line.

3.3.2.1. Individual maintenance activities shall conform to the following standards: The Contractor shall maintain the landscape area in a clean, healthy and well-groomed condition. All of the Contractor's work shall be performed in a professional manner, using equipment in good condition and quality materials.

3.3.2.2. Contractor shall provide the labor, materials, transportation and equipment necessary in order to provide landscape maintenance services as specified. Contractor shall provide a level of service at whatever frequency is necessary in order to maintain the landscape area in the professional manner expected, even if the frequency of service exceeds the minimum required by the City.

3.3.2.3. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover, athletic/turf areas and trees or shrubs. Any debris or litter which collects as a result of inclement weather or flooding, shall be removed during the next scheduled service day.

3.3.2.4. The Contractor recognizes that, during the course of this Agreement, other activities and operations may be conducted by City work forces and/or other contracted parties. These activities may include, but may not be limited to, aeration, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain functions of its operations and shall promptly comply with any request therefore by the City. To the extent that any such modifications may alter the specifications in the agreement, the City will evaluate the need to amend the contract.

3.3.2.5. If a scheduled service day falls on a Federal, State or City holiday, Contractor shall provide scheduled service within 2 days before or after the holiday.

3.3.2.6. In case of equipment failure, Contractor shall notify the City of the failure immediately and reschedule that week's service to be completed within two (2) days of said failure upon approval of the City.

3.3.2.7. The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the City for specialty type maintenance as set forth in Section 2.04 or, in the Contractor's Service Schedule as set forth in Section 9.02.

3.3.3. Contractor shall notify the City within 48 hours prior to the date and time of all "Specialty Type" maintenance operations as listed in the annual schedule. "Specialty Type" operations are defined below as:

3.3.3.1. Fertilizer application

3.3.3.2. Turf renovation/reseeding

3.3.3.3. Micro-nutrients/soil amendments

3.3.3.4. Use of pesticide/herbicide control chemicals

3.3.3.5. Aesthetic tree pruning

3.3.3.6. Pruning of shrubs

3.3.3.7. Other items as determined by the City

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4. SITES TO BE MAINTAINED

- 4.1. The sites to be maintained under the provisions of this Agreement will be examined by the Contractor prior to submitting a bid. The Contractor will be accepting each service area in its present physical condition. In addition, no further demands may be made by the Contractor for additional service fees due to the lack of understanding concerning the specifications and scope of work described herein. Extra work options will be identified.
- 4.2. The Contractor shall take adequate measures to insure that their operations do not harm any existing underground facilities. The toll-free number for Underground Service Alert (U.S.A.) is 811. The Contractor is required to call this number 2 working days in advance of performing excavation work.

5. UNSCHEDULED/EXTRA WORK

- 5.1. The City Council may authorize the Contractor to perform additional work, including but not limited to, repairs and replacements, when the need for such work arises. Should such repairs or replacements be necessary as a result of Contractor's negligence, Contractor will be responsible for completing such repairs or replacing damaged property at no additional cost to the City.
- 5.2. Negligence to include, but not be limited to, the failure of the Contractor to identify distressed plantings, determine the cause and take remedial action, or notify the City in cases where no remedial action is possible within 30 days of discovery or notification that plantings are distressed.
- 5.3. Contractor may not change the regular maintenance schedule or work force to do unscheduled/extra work unless authorized by the City.
- 5.4. In order to be considered for extra work projects both in and outside of their contracted sites, the Contractor shall maintain their landscape maintenance sites in a manner that meets or exceeds City Standards for landscape maintenance. In all cases, compliance with standards will be determined by the City.
- 5.5. Prior to performing any additional work, the Contractor shall provide a written estimate of labor and materials to the City. No work shall commence without a written estimate. Within 48 hours of verbal Notice to Proceed or written authorization from the City, Contractor shall submit a written estimate. Should a lane closure be required for unscheduled work, cost of permit and equipment shall be detailed in the estimate. No percentage mark-up shall be added to equipment rental fees.
 - 5.5.1. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor.
- 5.6. All additional work shall commence on the specified date established and Contractor shall proceed diligently to complete said work within the time allotted.

6. FAILURE TO PERFORM

- 6.1. Contractor will receive from the City a "Landscape Maintenance Inspection Report" (Attachment B) each week or as otherwise specified in Attachment A, "Maintenance Performance Schedule." This form will clearly indicate the work performance of Contractor at the site locations under the terms and conditions of this contract.

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6.2. If Contractor or his representative fails to perform in accordance with the terms and conditions of this contract, the City will document the problems requiring correction on the "Landscape Maintenance Inspection Report" form, which will serve as written notice to the Contractor regarding said deficiency(ies). A "needs improvement" rating will require the Contractor to correct any stated deficiency(ies) within 7 calendar days or as otherwise specified by the City. An "unsatisfactory" rating will require the Contractor to correct any stated deficiency(s) within 5 calendar days or as otherwise specified by the City. Upon receiving two consecutive ratings of "unsatisfactory" performance on the inspection report, a formal letter of "Failure to Comply" will be issued, and 2 weeks maintenance fees will be deducted from the monthly service fee. A "Failure to Comply" rating represents a final warning. The City may at this time cancel the contract unless the vendor corrects any remaining deficiencies within 24 hours or as otherwise specified by the City. Under this contract, should a Contractor receive more than 2 "unsatisfactory" inspection report warnings within a 90-day time span, a "failure to comply" letter may be used. If 2 letters of "failure to comply" are issued within 180 days (6 months), the City may immediately terminate the contract without further notice. The warnings may not necessarily be for related deficiencies. The City may further, at its discretion, contract with another landscape contractor or complete the work itself in order to affect the necessary repairs. Once the repairs are initiated by another contractor or by the City, the work in progress will not be terminated. Contractor may be required to pay to the City or have deducted monies due by the City, the amount required to correct the deficiencies. In the event of a termination due to Contractor's lack of performance, the Contractor may be precluded from bidding for up to 5 years from the date of termination. Notwithstanding the above, the City may terminate this contract with a 30-day formal written notice.

6.3. In the event of termination, the City shall be responsible only for payment of those services performed and accepted by the City prior to the date of termination.

7. DAMAGE CAUSED BY CONTRACTOR

7.1. Any damage either to City property or private property which was caused by the Contractor shall be repaired or replaced at the Contractor's expense and to the City's satisfaction. Damages may be the result of, but are not limited to:

- 7.1.1. Power equipment damage to street lights, trees, shrubs, turf and sprinklers.
- 7.1.2. Pruning methods not consistent with City specifications.
- 7.1.3. Over watering or under watering of plant materials.
- 7.1.4. Failure to make irrigation inspections, adjustments and repairs within schedules specified.
- 7.1.5. Chemical overspray or leaching or lack of chemical control.

7.2. All repairs or replacements shall be completed in accordance with the following maintenance practices:

7.2.1. Trees - Minor damage such as bark loss from impact of mowing equipment shall be checked by the City or his designee. If in the Supervisor's judgment the damage is such that it will stunt or weaken growth, the tree shall be removed and replaced at Contractor's expense to comply with the specific instructions of the City.

7.2.2. Shrubs - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with

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the specific instructions of the City.

7.2.3. Chemicals - All plant damage resulting from chemical operation, either spray-drift or lateral-leaching, shall be corrected in accordance with the aforementioned maintenance practices, and the soil shall be reconditioned to ensure its ability to support plant life.

7.2.4. Irrigation Parts - All Irrigation parts shall be repaired and replaced with same brand of like type and kind as approved by the City.

8. EMERGENCY AND COMPLAINTS RESPONSE

8.1. Upon determination by the City that immediate action is required to prevent impending injury, death or damage to private or City property being maintained under this contract, the City will, at its discretion, attempt to contact the Contractor to address the necessary repairs. Should the Contractor be unreachable, as specified in Item 2.04 of this agreement, the City may cause such action to be taken by the City work force and/or other contractors, and shall charge the cost thereof to the Contractor, or may deduct such cost from an amount due Contractor. If the Contractor is unable to respond to the emergency after being contacted within the time frame specified in Item 2.04, the City reserves the right to effect such repairs itself or with another contractor. Should it also be determined that the necessary repairs were due to the Contractor's lack of performance under the terms and conditions of this contract or through Contractor's negligence, the Contractor may be liable for all charges to affect such repairs.

8.2. All complaints shall be abated as soon as possible after notification; but in all cases within 48 hours or as required by the City. If any complaint is not abated within 48 hours, the City shall be notified immediately of the reason for not abating the complaint, followed by a written report within 5 days. If the complaints are not abated within the time specified and to the satisfaction of the City, the total cost for eliminating the problem or completing necessary repairs will be deducted from the payments owed to the Contractor from the City.

9. SAFETY

9.1. Contractor agrees to accept the sole responsibility for complying at all times with local, County, State or other legal requirements, including but not limited to full compliance with the terms of the applicable O.S.H.A. and CAL O.S.H.A. Safety Orders, and State traffic regulations for lane closures, so as to protect all persons, including employees, from foreseeable injury or damage to property. Contractor shall submit a current Safety Program that includes an Injury and Illness Prevention Program (IIPP).

9.2. It shall be the Contractor's responsibility to inspect and identify any conditions that render any portion of the maintenance area unsafe, as well as any unsafe practices occurring thereon. The City shall be notified immediately of any unsafe condition that requires correction. Contractor shall be responsible for making routine corrections such as, but not limited to: filling holes in all turf areas, along curbs, sidewalks, and paving, replacing valve box covers, vehicular and pedestrian visibility and clearance of trees and shrubs. Contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring in the maintenance area, including a complete written report thereof to the City within 5 days following the occurrence.

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- 9.3. Contractor shall check concrete areas, sidewalks, curbs, brick and retaining walls, etc., for cracks, crevices, graffiti and deterioration and shall report immediately any deterioration or graffiti to the City.
- 9.4. It shall be the Contractor's responsibility to supply all safety equipment and to educate their employees in the rules of safety. Safety vests or safety visible apparel are to be worn at all times while working.

10. HOURS AND DAYS OF MAINTENANCE SERVICES

- 10.1. Contractor shall perform the required maintenance services between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. Contractor may work on Saturdays only with the approval of the City. Excessively noisy operations will not begin before 8:00 am. Barring emergencies, no work will be allowed on Sundays.
- 10.2. Any modification in the hours and days of maintenance service as stated in the Contractor's Service Schedule is subject to approval by the City. The City shall be notified of any temporary change to the day's service schedule no later than 7:30 a.m. the day of the scheduled change.

11. CONTRACTOR'S STAFF

- 11.1. The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised by a qualified supervisor in the employment of the Contractor.
- 11.2. Supervision - Contractor shall provide a competent working supervisor during all times that work is being performed with the authority to represent and act for the Contractor in any matter pertaining to this contract. Contractor shall furnish the name of the supervisor to the City prior to the commencement of a contract and further advice of any changes. Contractor's supervisor will be able to communicate verbally, in writing and in English, with the Community, the City, or other City staff.
- 11.3. Dismissal of Unsatisfactory Employees - Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. Contractor shall meet with the City to consider the appropriate course of action with respect to such matters, and Contractor shall take reasonable measures under the circumstances to assure the Supervisor and City staff that the conduct and action of Contractor's employees will not be detrimental to the interest of the City of Oakdale or its facilities.
- 11.4. Contractor shall, at its own expense, establish an identification system for personnel assigned to the maintenance areas under this agreement which clearly indicates to the public the name of the Contractor responsible for the landscape and grounds maintenance services.
- 11.5. The Contractor shall require each of its employees to **wear uniforms** with the Contractor's company name, proper shoes, and other gear required by State Safety Regulations. If uniform shirts have buttons, they shall be buttoned at all times. No advertisements or logos other than the Contractor's shall be on employees' uniforms. Contractor's employees shall be clean in appearance at the start of each workday.

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11.6. Contractor vehicles shall be in good condition and shall have the company name and phone number clearly visible to the public at all times.

12. SIGNS/IMPROVEMENTS

12.1. Contractor shall not post signs or advertising material upon the site premises unless prior approval is obtained from the City or City staff.

12.2. Contractor will remove all advertisements and election signs from the work site, including from utility poles and trees, each time the site is serviced.

13. UTILITIES

13.1. Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor, as scheduled, irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage on similar sites, for the same time period. The excess cost factor, to be deducted from payments to Contractor from City, will be presented to the Contractor by the City prior to actual deductions to allow for explanations.

14. INTERFERENCE WITH PUBLIC USE

14.1. Contractor shall not interfere with the public use of the premises and shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

15. STORAGE FACILITIES

15.1. City will not provide any storage facilities for Contractor's use at any of the park sites.

16. LEAF BLOWER REQUIREMENT

16.1. OPERATION WITHIN 200 FEET OF ANY RESIDENTIAL PROPERTY:

16.1.1. Hours of Operation: Use of portable gasoline-powered blowers within 200 feet of any residential property is restricted to the hours of 9:00 a.m. to 6:00 p.m., Monday through Saturday, barring emergencies, no work will be allowed on Sundays.

16.1.2. Maximum Sound Levels: Blowers cannot exceed 70 DBA when used within 200 feet of any residential property and may require mufflers or other modifications to meet the 70 DBA limit. Blowers purchased after November 15, 1995, cannot exceed 65 DBs when used within 200 feet of any residential property.

16.2. OPERATION MORE THAN 200 FEET FROM ANY RESIDENTIAL PROPERTY:

16.2.1. Hours of Operation: 8:00 a.m. to 6:00 p.m.

16.2.2. Maximum Sound Levels for Existing Equipment: 70 DBA

16.2.3. Maximum Sound Levels for New Equipment: 70 DBA or as approved by the City

17. TURF/MOWING OPERATION

17.1. Turf shall appear healthy during the entire term of the contract.

17.1.1. Irrigate as required to maintain healthy growth and appearance.

17.1.2. Lawns shall be kept reasonably free of weeds by use of selective weed

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killers. Turf pre-emergent applications shall be applied in February and May to control broadleaf weeds and crabgrass. Use of an additional broadleaf herbicide application may be required by the City if additional weed control is needed. Extreme caution shall be used to avoid damaging any other plants when selective weed killers are used.

17.1.3. **Lawn Fertilization:** Use 3 applications of slow-release fertilizers that are a complete pellet type, with appropriate amounts of nitrogen, phosphorous, potassium and trace elements during the growing season of April through September. Use cool-season fertilizer October through February. All such applications shall be approved by the City. The Contractor shall provide an annual fertilization schedule to the City. The Contractor shall notify the Supervisor 48 hours in advance of fertilizer application date.

17.2. Mowing operations shall be performed in a manner that ensures a smooth surface appearance throughout the year, without scalping or allowing excessive cuttings to remain. Precautions shall be taken to prevent rutting, damage to trees, shrubs, sprinklers, and street light base covers.

17.3. All equipment shall be adequately sharpened and adjusted to proper cutting heights.

17.4. Turf shall be maintained at heights of no less than 1½" and should not be greater than 4 inches year-round. During the winter months of November 15th through February 15th, the mowing frequency may be reduced in periods of inclement weather. If the City observes during the winter months an uneven height which presents a poor appearance, the Contractor shall mow the turf additional times as required to maintain a smooth appearance.

17.5. Before mowing operation begins, all debris including stones and limbs shall be removed.

17.6. Mowing shall be done on the same scheduled service day each week.

17.7. Walkways and gutters, etc., shall be cleaned immediately following each mowing/edging. All grass clippings shall be collected and removed from the site and disposed of at an appropriate landfill on the same day the area is mowed and edged.

17.8. Hard fescue areas shall be maintained weed free as ornamental turf. Weeds shall not be allowed to exceed 4" in height. Contractor shall use a pre-emergent weed control method upon notification to the City. Contractor shall be required to hand pull weeds upon direction of the City. Hard fescue areas will also be mowed 2 times per year and all clippings will be removed from site and disposed of. Contractor may use chemical controls for weeds, insects, and fungus with notification to the City. Non-irrigated native grass areas will be mowed 3 times per year or as specified by the City.

18. MECHANICAL EDGING

18.1. All turf edges including, but not limited to, sidewalks, patios, drives, curbs, shrub beds, flower beds, and ground cover beds shall be edged to a neat and uniform line each time turf is mowed.

19. AERATION

19.1. Aeration of all turf areas shall be done by using a device that removes cores to a depth of 2" at not more than a 6" spacing and shall be done 3 days before fertilizer application, or as approved by the City.

19.2. All cores shall be removed from the turf and disposed of off-site or thoroughly pulverized within 24 hours after aerating.

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19.3. Turf aeration shall be included as part of the contract service as specified in the Maintenance Performance Schedule (Attachment A).

20. VERTICAL MOWING - Operation

20.1. Vertical mowing shall be done to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance using standard renovating or vertical mowing equipment.

20.2. Vertical mowing shall be on an as-needed basis for turf health and growth and shall be scheduled once a year or as required by the City. Bids will be solicited by the City at the time such services are required.

20.3. Care shall be taken to avoid unnecessary or excessive injury to the turf grass.

20.4. Dislodged thatch will be swept or raked from the turf areas and immediately removed from the site and disposed of at an appropriate site.

20.5. Over-seeding shall be done on an as-needed basis or as required by the City.

20.6. Renovation-Turf (Extra Work Activity)

20.6.1. Renovate to the soil line and remove all excessive thatch in turf area.

20.6.2. After thatch is removed and upon completion of turf renovation, all turf areas shall be over-seeded, mulched and watered.

20.6.3. Areas to be over-seeded will utilize blends or mixtures of seed at the application rate approved by the City.

20.6.4. Mulch shall be spread evenly over the entire area to a uniform depth.

20.6.5. Areas that are below grade shall be filled in and leveled before over-seeding.

21. USE OF CHEMICALS

21.1. All work involving the use of chemicals shall be in compliance with all Federal, State County and local laws. The Contractor shall have an employee who has a State of California Agricultural Pest Control Applicators License or Maintenance Gardener Business Certificate and a valid operator ID number issued by the Stanislaus County Agricultural Commissioner.

21.2. Contractor may subcontract herbicide and pesticide work with the written authorization of the City and with the understanding that the primary Contractor is liable for all work of the subcontractor including damages, should they occur. Contractor shall provide copies of appropriate permits, licenses, registrations and Pest Control Advisor Site Recommendations to the City before any pesticides and herbicides are used.

21.3. Pest Control Advisor Site Recommendations for each chemical or combination of chemicals for each site shall be turned in to the City 30 calendar days after the contract is awarded (including contract renewals) at no additional cost to City. Should an unforeseen chemical application be necessary, a Pest Control Advisor's recommendation shall be submitted to the City 14 days prior to use.

21.4. All chemical applications shall be done with extreme care to avoid any hazard to any person or pet or damage to property in the area. All spraying shall be done when air currents would minimize drift to 6".

21.5. At the end of each month the Contractor shall submit copies of the County's chemical use reports to the City. Failure to submit this form will result in delay of payment.

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- 21.6. Records of all operations stating dates, times, methods of application, chemical formulations, applicator's names, and weather conditions shall be made and retained in an active file for a minimum of 2 years by the Contractor. These records shall be available for review upon request from the City, County, State or Federal officers.
- 21.7. All chemicals requiring a special permit for use shall be registered with the County Agricultural Commissioner's office and a permit obtained, with a copy to the City. A Pest Control Advisor's recommendation shall be on file with the City prior to use of special permit chemicals.

22. CHEMICAL EDGING

- 22.1. Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least 18" from the trunk of trees and away from the drip line of shrubs by use of approved chemicals.
- 22.2. Linear chemical edging of turf boundaries shall be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. Chemical edging of turf boundaries shall not exceed 4" in width along curbs and sidewalks. Sites where chemical edging is acceptable will be on the Maintenance Performance Schedule (see Attachment A).
- 22.3. ALL linear chemical edging and/or detailing SHALL BE APPROVED by the City prior to its use.
- 22.4. Chemical detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas shall be performed in a manner that ensures operability, ease of location and/or a clean appearance and shall not exceed a 4" clearance or as otherwise specified.

23. CHEMICAL WEED ABATEMENT

- 23.1. Chemical weed abatement shall be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height.
- 23.2. Spot treat with a portable sprayer or wick wand using an effective herbicide per manufacturer's recommendation.
- 23.3. Weeds treated with a contact weed chemical shall be applied according to manufacturer's recommendations. If kill is not complete, a second application shall be applied.
- 23.4. Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.
- 23.5. All dead weeds shall be removed within 7 days.
- 23.6. Chemical application starts at the gutter expansion joint and goes inward to the opposite expansion joint on medians, or to the sound wall, or to the edge of the maintenance area.

24. LITTER CONTROL

- 24.1. Complete policing and litter pick-up for the removal of paper, glass, trash, limbs, undesirable materials, and other accumulated debris within the landscape areas will be done

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each time site is serviced, but at a minimum of twice a week, if trash accumulation is excessive a third removal day will be required.

- 24.2. Complete policing, litter pickup and supplemental hand sweeping of parking lot corners and other parking lot areas, along gutters/curbs inaccessible to power equipment shall be accomplished to ensure a neat appearance.
- 24.3. All litter and debris occurring as a result of Contractor's operations shall be removed from the maintenance sites immediately following such operations and will be disposed of off-site.
- 24.4. Where the City provides trash receptacles and dog refuse receptacles; it will be the responsibility of Contractor to empty them, replace the liners, properly dispose of the contents, and keep the receptacles clean.

25. LEAF REMOVAL

- 25.1. Accumulation of leaves shall be removed from all landscaped areas including walls, gutters, beds, planters, and drain inlets and removed from the site. Some sites may require additional visits during leaf season, or as directed by the City.

26. TREE PRUNING AND CARE

- 26.1. Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance typical of the species with proper safety clearance and access.
- 26.2. Trees known to "bleed", such as birches, alders, maples and pines shall not be pruned during the spring and early summer months. All trees shall be pruned as needed to provide adequate clearance for pedestrians, vehicles and signs. As much as possible, pruning for clearance should be performed carefully to preserve the form and beauty of the plant.
- 26.3. Safety Clearance on Trees - Maintain trees to achieve an 8' clearance for all branches over sidewalks and within the landscaped areas, and 15' clearance for branches overhanging beyond the curb line into paved sections of roadways to maintain safe vehicular and pedestrian visibility, clearance and access to prevent or eliminate hazardous situations.
- 26.4. Remove all dead, diseased and insect-infested branches and limbs cleanly at point of connection. Broken and hanging limbs below 15' in height shall be removed immediately. Report severe damage or hanging limbs that are above 15' to the City immediately.
- 26.5. All trees shall be trimmed to prevent encroachment onto private property.
- 26.6. All trimmings and debris shall be removed and disposed of off-site the same day and taken to an appropriate refuse site. City may direct Contractor to leave Oak duff/debris in place beneath Oak trees.
- 26.7. All pruning shall be done using the pruning standards, approved methods and techniques of the Western Chapter of the International Society of Arboriculture. Excessive pruning, stubbing back, or topping will not be permitted. All pruning cuts shall be made beyond, and close to, the branch collar ring. Trees shall be cleanly cut with no tearing of the bark.
- 26.8. No trees are to be sheared, boxed, balled or formally shaped unless directed by City. The Contractor shall provide equal replacement of trees and shrubs, at Contractor's expense, if material is topped or sheared without City direction or approval. All limbs 12" or greater in diameter shall be undercut to prevent splitting.
 - 26.8.1. All suckers shall be cut flush with the trunk or limb.
 - 26.8.2. No stubs will be permitted.

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27. TREE STAKING AND TYING

- 27.1. Replace missing or damaged stakes within 7 calendar days where the tree diameter is less than 3" diameter breast high (dbh), unless tree is self-supporting in all weather conditions.
- 27.2. Recently planted trees shall be properly staked until tree is self-supporting in all weather conditions. Stakes shall be of adequate length so that trees will be tied in an upright position. All nursery stakes are to be removed at the time of planting.
- 27.3. The Contractor shall maintain existing stakes and ties, providing replacements as needed, on all young trees until such time as they are no longer needed for support. The Contractor shall remove the stakes at that time, at no additional cost. Any necessary re-staking of trees is to be done on site and in such a manner as to allow the plants to move with the wind without breaking or damage to bark, trunk or limbs. Special care shall be taken to avoid any damage to tree trunks or branches by ties and stakes. Adjust stake height and tie material/method accordingly. The Contractor shall replace (with equal size material), at no additional cost to the City, any plant material damaged due to negligence and/or lack of proper inspection.
- 27.4. Materials:
 - 27.4.1. Stake trees with lodge pole, untreated tree stakes, 2 per tree, and ArborTie tape (stapled) or equal.
 - 27.4.2. Stakes will not be placed closer than 8" from the bark, nor shall stakes go through the root ball.
- 27.5. Holes left from the removal of trees stakes shall be filled in using top soil within 7 working days.

28. TREES - Unscheduled/Extra Work

- 28.1. Removal of trees with a diameter greater than 4" dbh shall be considered unscheduled/extra work.
- 28.2. All work above 15' will be done by the City or as unscheduled/extra work with the City's approval.
- 28.3. Trees which may need to be removed with a diameter of 10" dbh or greater shall be evaluated by the City.
- 28.4. Trees which are removed may be required by the City to have stumps ground and removed to 12" below grade, wood chips removed, and the hole backfilled to grade with top soil.
- 28.5. Any native Oak (*Quercus agrifolia*, *Quercus chrysolepis*, *Quercus douglasii*, *Quercus lobata* or *Quercus wislizenii*) seedlings detected are to be protected in place until City can evaluate location. City may require that the seedling be protected in place or may require removal of the tree seedling by the Contractor.
- 28.6. All unscheduled/extra work shall have a written estimate turned in to the City. The City shall authorize estimate prior to unscheduled work being done.

29. HEDGE, SHRUB, VINE, AND GROUNDCOVER PLANTINGS PRUNING AND CARE

- 29.1. Shearing, pruning and removal
 - 29.1.1. Shear hedges from top to bottom as a continuous massing and only if

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intended as a formal element or if directed by the City. Any sheared hedges shall not exceed 8' in height. Shear up to six months' worth of growth back from curb, sidewalk or below tops of walls. Do not shear shrubs and ground cover but some, minimal selective pruning may be needed. Allow shrubs and ground cover to fill in and cover the soil surface. When planted in masses, shrubs shall be allowed to grow together to fill the bed. Do not shear into individual "gumdrop or gumball" shapes. Do not prune or shear shrubs and ground cover away from tree trunks unless directed by City. Remove all dead, diseased and unsightly branches from shrubs.

29.1.2. All dead shrubs shall be removed. Additionally, eliminate all shrub and ground cover material that will not likely recover from a history of shearing. Notify the City prior to removal. If directed by the City, supplement/add to existing plant material in order to achieve total vegetative coverage of all soil. Apply 2 inches of small bark mulch (mulch to be approved by City) as a short-term soil cover until shrubs and groundcover mature.

29.1.3. On medians, shrubs shall be maintained below 36' inches at all times for visibility and safety; or lower if specified in the Maintenance Performance Schedule.

29.1.4. All pruning cuts shall be smooth, leaving no stubs exposed. A ragged, chewed or torn appearance is not acceptable.

29.1.5. All clinging vines such as Creeping Fig and Boston Ivy are to be cut cleanly and maintained at 6" below the top of any masonry wall or decorative top treatment. Remove all vines or other growth as it develops within shrubs and hedges. Any runners that start to climb buildings, shrubs or trees shall be pruned out of and away from these areas. Vines that cover sound walls or barrier fences are not to be removed unless directed to do so by the City.

29.1.6. Certain mature groundcovers must be periodically mowed to maintain plant health, a uniform appearance, control trash and reduce rodent habitat. Groundcovers shall be pruned on a regular basis throughout the season as needed to maintain a tidy appearance adjacent to paving and shrubs. Spring groundcover growth trimming shall be completed prior to July 1st.

29.2. Pruning Frequency: Prune 2-4 times per year as needed depending upon the growth patterns of the plant species and location in question (see Attachment A - Maintenance Performance Schedule).

29.3. Contractor shall not take more than 2 weeks to complete all pruning within a service area once operations are started.

29.4. Landscape Maintenance Contractor shall provide a complete fertilization program for all shade and ornamental trees smaller than 5" in diameter. Trees shall be fertilized in late winter, prior to bud swell. All fertilizers shall be a complete analysis, slow release fertilizer.

29.5. If required, pre-emergent and spray herbicides shall be used to control weeds in shrub beds.

30. WATERING

30.1. All landscaped and turf areas shall be irrigated as required to maintain adequate growth, health and appearance. The delivery of adequate moisture shall include but is not limited to hand watering, operation of manual valves, automatic controllers, and bleeding valves. Irrigation shall be done at hours which will ensure that traffic and access are not disturbed, preferably during daytime hours.

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- 30.2. Upon contract award, Contractor will be given keys to the irrigation controller boxes. At the termination of contract the Contractor is required to return to the City all sets of said keys prior to receiving last payment.
- 30.3. If a condition such as controller breakdown, electrical problems or battery failure prevents automatic irrigation, other irrigation methods shall be used if and when necessary, until repairs have been authorized and completed.
- 30.4. Water shall be regulated to avoid excessively wet or waterlogged areas causing: a decline in plant health, preventing turf mowing, or excessive water run-off onto streets and/or private property. Hand watering may be necessary on some sites and shall be performed as required. Hoses, nozzles and sprinklers for hand watering shall be provided by the Contractor. All manual irrigation will be done Monday through Friday from 7 a.m. to 4 p.m.
- 30.5. During a declared drought or when directed by City, Contractor shall reduce watering to the minimum required for health and sustainability of all plant material in irrigated areas.

31. IRRIGATION SYSTEM MAINTENANCE AND TESTING

- 31.1. Contractor is expected to keep the irrigation system working properly
- 31.2. Testing shall be done in the following manner:
 - 31.2.1. Set each station and check all components of the system every month. Maintain controller so stations run in sequence.
 - 31.2.2. Adjust all sprinkler heads for direction and height for proper coverage and to prevent watering roadways, sidewalks and/or private property.
 - 31.2.3. Unplug all clogged heads, flush lines free of rocks, mud and debris.
 - 31.2.4. All malfunctions/damage shall be reported to the City with estimates for repairs and, upon authorization repairs shall be completed.
 - 31.2.5. In addition to monthly testing, all irrigation systems shall be tested and/or inspected as necessary when damage or malfunction is observed and/or reported.
- 31.3. Contractors shall carry and maintain a supply of irrigation components, with the exception of valves, such as sprinklers and solenoids, each time a site is serviced.
- 31.4. Unscheduled work
 - 31.4.1. Sprinkler Replacements - The actual repair and/or replacement of damaged or broken sprinklers shall be done according to the rates specified in Items 1 and 3 of Unscheduled/Extra Work, unless damage is cause by Contractor.
 - 31.4.2. Valves, Solenoids and Controllers - The actual repair and/or replacement of damaged or broken valves, solenoids, controllers, main or lateral water line breaks shall be done according to the rates specified in Items 2 and 3 of Unscheduled/Extra Work.
- 31.5. **Copies of receipts for materials and/or parts shall be submitted upon request of the City.**

32. MAINTENANCE SCHEDULES

- 32.1. The Contractor shall submit the following schedules 14 workdays after receipt of irrigation controller keys.
- 32.2. Contractor's Service Schedule
 - 32.2.1. This Schedule indicates the specific day(s) and times of the week when each site will be serviced pursuant to the requirements specified in the Maintenance

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Performance Schedule (see Attachment A).

32.3. Site Fertilizer Schedule:

32.3.1. The Contractor shall provide an annual fertilization schedule to the City. Contractor shall indicate on the Site Fertilizer Schedule the 2-week period under the month(s) when each site shall be fertilized for turf indicated in the Maintenance Performance Schedule (see Attachment A).

32.4. Contractor shall provide unit pricing for each item listed below (name, size, and unit price). Pricing shall also include the cost to replace typical sprinkler heads.

Bid Table – Common Irrigation Parts & Replacement Pricing

Bid Item No.	Description	Size/Type	Unit	Unit Price
1.1	Rain Bird 100 PEB, Inline Valve	1"	Each	_____
1.2	Rain Bird PESB Inline Valve	1.5"	Each	_____
1.3	Rain Bird 1800 Series pop-up spray	4"	Each	_____
1.4	Rain Bird	8' half nozzle	Each	_____
1.5	Rain Bird	8' quarter nozzle	Each	_____
1.6	Rain Bird	10' half nozzle	Each	_____
1.7	Hunter PGP Ultra Pop Rotor	4"	Each	_____
1.8	Hunter 1-40 Sprinkler Rotor Rise	4"	Each	_____

ATTACHMENT A

***MAINTENANCE PERFORMANCE SCHEDULE
AGRONOMIC CALENDAR FOR LAWN AND LANDSCAPE SERVICE***

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**AGRONOMIC CALENDAR FOR LAWN AND LANDSCAPE SERVICE
SCHEDULE**

SITE NAME: _____ AREA SIZE: _____ SQ. FT.: _____ ACRES: _____

LOCATION: _____

	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC	COMMENTS
SITE SERVICES													
INSPECT. MEETING													
LAWN													
FERTILIZER													
AERATING													
RESEEDING													
CHEMICAL EDGE													
MECH EDGE													
GROUND COVER													
FERTILIZER													
WINTER MOW													
SHRUBS													
FERTILIZER													
PRUNE													
CULTIVATE													
TREES													
FERTILIZER													
PRUNE													
LEAF PICKUP													
WEED CONTROL													

EACH TIME SITE IS SERVICED ALL LITTER / DEBRIS WILL BE REMOVED, TREES RESTAKED, POT HOLES FILLED & PEST / WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED & REPAIRED.

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ATTACHMENT B

MAPS

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ATTACHMENT D

CONTRACTOR AGREEMENT

CITY OF OAKDALE CONTRACTOR AGREEMENT

THIS AGREEMENT is made at Oakdale, CA by and between the CITY OF OAKDALE, a municipal corporation ("City"), and _____, ("Contractor"), who agree as follows:

RECITALS

WHEREAS, City requires the services of a qualified contractor to provide the work product described in Exhibit A of this Agreement; and,

WHEREAS, City lacks the qualified personnel to provide the specified work product; and,

WHEREAS, Contractor is duly qualified to provide the required work product; and,

WHEREAS, Contractor is agreeable to providing such work product on the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties hereto agree as follows:

1. **RESULTS TO BE ACHIEVED**. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the work product described in Exhibit A ("Scope of Work"). Contractor is not authorized to undertake any efforts or incur any costs whatsoever under the terms of this Agreement until receipt of a fully executed Purchase Order from the Finance Department of the City of Oakdale.
2. **TERM**. The term of this Agreement is three (3) years commencing on _____, 2029, and extending through _____, 2032 or the completion of the project, whichever occurs first, unless it is extended by written mutual agreement between the parties, provided that the parties retain, at all times, the right to terminate the Agreement as provided in Section 24, *infra*, and provided that the City Council appropriates the necessary funding in each fiscal year for the continued payments set forth herein. All unit prices, including mobilization costs, shall be adjusted each year by the annual percent change (increase or decrease) of the Construction Cost Index (for 20 U.S. cities and Canada) published by the *Engineering News Record*. The index values shall be calculated on May 31 of each year for the second and third years of the agreement, with the adjustment being the difference of each yearly index value on May 31. The City, at its discretion and with the concurrence of the Contractor, may extend the agreement duration for a period of no more than two (2) years if it is in the best interests of the City and if there has been no occurrence of default by the Contractor during the previous three (3) years.
3. **PAYMENT**. City shall pay Contractor for work product produced pursuant to this Agreement at the time and in the manner set forth in Exhibit B ("Payment"). The payments specified in Exhibit B shall be the only payments to be made to Contractor in connection with Contractor's completion of the Scope of Work pursuant to this Agreement. Contractor shall submit all billings to City in the manner specified in Exhibit B; or, if no manner is specified in Exhibit B, then according to the usual and customary procedures and practices which Contractor uses for billing clients similar to City.

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4. **FACILITIES AND EQUIPMENT.** Except as set forth in Exhibit C ("Facilities and Equipment"), Contractor shall, at its sole cost and expense, furnish all facilities and equipment, which may be required for completing the Scope of Work pursuant to this Agreement. City shall furnish to Contractor only the facilities and equipment listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
5. **EXHIBITS.** All exhibits referred to in this Agreement are attached hereto and are by this reference incorporated herein and made a part of this Agreement.
6. **CONTRACT ADMINISTRATION.** This Agreement shall be administered on behalf of City by ("Administrator"). The Administrator has complete authority to receive information, interpret and define City's policies consistent with this Agreement, and communicate with Contractor concerning this Agreement. All correspondence and other communications during Contractor's performance of the work specified in this Agreement and the Exhibits hereto, shall be directed to or through the Administrator or his or her designee.
7. **NOTICES.** All notices or communication concerning a party's compliance with the terms of this Agreement shall be in writing and may be given either personally, by certified mail, return receipt requested, or by overnight express carrier. The notice shall be deemed to have been given and received on the date delivered in person or the date upon which the postal authority or overnight express carrier indicates that the mailing was delivered to the address of the receiving Party. The Parties shall make good faith efforts to provide advance courtesy notice of any notices or communications hereunder via facsimile. However, under no circumstances shall such courtesy notice satisfy the notice requirements set forth above; nor shall lack of such courtesy notice affect the validity of service pursuant to the notice requirement set forth above. Any Party hereto, by giving ten (10) days written notice to the other, may designate any other address as substitution of the address to which the notice or communication shall be given. Notices or communications shall be given to the Parties at the addresses set forth below until specified otherwise in writing:

Notices to Contractor shall be sent to:

Notices to City shall be sent to:

Manuel Lopez
Public Services Manager
City of Oakdale
455 South Fifth Avenue
Oakdale, CA 95361

With copies (which shall not constitute notice) to:

Colleen Andersen
City Clerk
City of Oakdale
280 North Third Avenue
Oakdale, CA 95361

Tom Hallinan
City Attorney
City of Oakdale
280 North Third Avenue
Oakdale, CA 95361

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8. **ENTIRE AGREEMENT.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to Contractor's completion of the Scope of Work on behalf of City and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. No amendment, alteration, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
9. **INDEPENDENT CONTRACTOR.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. Contractor shall complete the Scope of Work hereunder in accordance with currently approved methods and practices in Contractor's field. City shall have the right to control Contractor only with respect to specifying the results to be obtained from Contractor pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Likewise, no relationship of employer and employee is created by this Agreement between the City and Contractor or any subcontractor or employee of Contractor. Nothing contained in this Agreement shall be construed as limiting the right of Contractor to engage in Contractor's profession separate and apart from this Agreement so long as such activities do not interfere or conflict with the performance by Contractor of the obligations set forth in this Agreement. Interference or conflict will be determined at the sole discretion of the City.
10. **STANDARD OF PERFORMANCE.** Contractor shall complete the Scope of Work required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All work product of whatsoever nature which Contractor delivers to City pursuant to this Agreement shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Contractor's profession.
11. **TIME.** Time is of the essence. Contractor shall devote such time to the Scope of Work pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.
12. **CONTRACTOR NO AGENT.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
13. **BENEFITS AND TAXES.** Contractor shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes, and in connection therewith Contractor shall indemnify and hold City harmless from any and all liability that City may incur because of Contractor's failure to pay such taxes. City shall have no obligation whatsoever to pay or withhold any taxes on behalf of Contractor.
14. **ASSIGNMENT PROHIBITED.** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this

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Agreement shall be void and of no effect. However, with the consent of both parties to this agreement given in writing, either party is entitled to subcontract such portions of the work to be performed under this Agreement as may be specified by the City.

15. PERSONNEL

- a. **Qualifications.** Contractor shall assign only competent personnel to complete the Scope of Work pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any such persons, Contractor shall, immediately upon receiving notice from city of such desire of City, cause the removal of such person or persons.
- b. **Employment Eligibility.** Contractor shall ensure that all employees of Contractor and any subcontractor retained by Contractor in connection with this Agreement have provided the necessary documentation to establish identity and employment eligibility as required by the Immigration Reform and Control Act of 1986. Failure to provide the necessary documentation will result in the termination of the Agreement as required by the Immigration Reform and Control Act of 1986.

16. CONFLICT OF INTEREST

- a. **In General.** Contractor represents and warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest on the part of Contractor, or that the Contractor has already disclosed all such relevant information.
- b. **Subsequent Conflict of Interest.** Contractor agrees that if an actual or potential conflict of interest on the part of Contractor is discovered after award, the Contractor will make a full disclosure in writing to the City. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the City to avoid, mitigate, or neutralize the actual or potential conflict. Within 45 days, the Contractor shall have taken all necessary steps to avoid, mitigate, or neutralize the conflict of interest to the satisfaction of the City.
- c. **Interests of City Officers and Staff.** No officer, member or employee of City and no member of the City Council shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. Neither Contractor nor any member of any Contractor's family shall serve on any City board or committee or hold any such position which either by rule, practice or action nominates, recommends, or supervises Contractor's operations or authorizes funding to Contractor.

17. COMPLIANCE WITH LAWS

- a. **In General.** Contractor shall observe and comply with all laws, policies, general rules and regulations established by City and shall comply with the common law and all laws, ordinances, codes and regulations of governmental agencies, (including federal, state, municipal and local governing bodies) applicable to the performance of the Scope of Work hereunder, including, but not limited to, all provisions of the Occupational Safety and Health Act of 1979 as amended.

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- b. **Licenses and Permits.** Contractor represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice its profession.
- c. **Funding Agency Requirements.** To the extent that this Agreement may be funded by fiscal assistance from another entity, Contractor shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- d. **Drug-free Workplace.** Contractor and Contractor's employees and subcontractors shall comply with the City's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees and subcontractors shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any facility, premises or worksite used in any manner in connection with performing services pursuant to this Agreement. If Contractor or any employee or subcontractor of Contractor is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at such a facility, premises, or worksite, the Contractor, within five days thereafter, shall notify the City.
- e. **Discrimination Prohibited.** Contractor assures and agrees that Contractor will comply with Title VII of the Civil Rights Act of 1964 and other laws prohibiting discrimination and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, military veteran's status, political affiliation, or any other non-merit factors be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
- f. **Harassment Prohibited.** Contractor and Contractor's employee and subcontractors shall comply with the City's Workplace Harassment and Discrimination Policy.

18. DOCUMENTS AND RECORDS.

- a. **Property of City.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda or other written documents or materials prepared by Contractor pursuant to this Agreement shall become the property of City upon completion of the work to be performed hereunder or upon termination of this Agreement.
- b. **Retention of Records.** Until the expiration of five (5) years after the furnishing of any services pursuant to this Agreement, Contractor shall retain and, upon written request by City, make available to the City or any party designated by the City this Agreement, and such books, documents and records of Contractor [and any books, documents, and records of any subcontractor(s)] that are necessary or convenient for audit purposes to certify the nature and extent of the reasonable cost of services to City.
- c. **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility" as per the sample below:

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Seal and signature of registered professional
with report/design responsibility.

19. **CONFIDENTIAL INFORMATION.** Contractor shall hold any confidential information received from City in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, Contractor shall return materials which contain any confidential information to City. Contractor may keep one copy for its confidential file. For purposes of this paragraph, confidential information is defined as all information disclosed to Contractor which relates to City's past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law.
20. **RESPONSIBILITY OF CONTRACTOR.** Contractor shall take all responsibility for the work, shall bear all losses and damages directly or indirectly resulting to Contractor, to any subcontractor, to the City, to City officers and employees, or to parties designated by the City, on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes predicated on active or passive negligence of the Contractor or of any subcontractor.
21. **INDEMNIFICATION.**
 - a. **Contractor Indemnity.** Contractor shall indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
 - b. **Scope of Contractor Obligation.** The obligations of Contractor under this or any other provision of this Agreement will not be limited by the provisions of any workers' compensation act or similar legislation.
 - c. **Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Agreement section from each and every subcontractor, sub-tier contractor retained by, or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.
 - d. **General.** Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this section. By execution of this Agreement, Contractor acknowledges and agrees that it has read and understands the provisions hereof and

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that this paragraph is a material element of consideration. City approval of the insurance contracts required by this Agreement does not relieve the Contractor or subcontractors from liability under this section.

22. INSURANCE REQUIREMENTS. Contractor shall procure, and maintain for the duration of the contract, insurance as set forth in Exhibit D. The cost of such insurance shall be included in the Contractor's bid.

23. DEFAULT AND REMEDIES.

- a. **Events of Default.** Each of the following shall constitute an event of default hereunder:
 - i. Failure to perform any obligation under this Agreement and failure to cure such breach immediately upon receiving notice of such breach, if the breach is such that the City determines the health, welfare, or safety of the public is immediately endangered; or
 - ii. Failure to perform any obligation under this Agreement and failure to cure such breach within fifteen (15) days of receiving notice of such breach, if the breach is such that the City determines that the health, welfare, or safety of the public is not immediately endangered, provided that if the nature of the breach is such that the City determines it will reasonably require more than fifteen (15) days to cure, Contractor shall not be in default if Contractor promptly commences the cure and diligently proceeds to completion of the cure.
- b. **Remedies upon Default.** Upon any Contractor default, City shall have the right to immediately suspend or terminate the Agreement, seek specific performance, contract with another party to perform this Agreement and/or seek damages including incidental, consequential and/or special damages to the full extent allowed by law.
- c. **No Waiver.** Failure by City to seek any remedy for any default hereunder shall not constitute a waiver of any other rights hereunder or any right to seek any remedy for any subsequent default.

24. TERMINATION. Either party may terminate this Agreement with or without cause by providing ten (10) days' notice in writing to the other party. The City may terminate this Agreement at any time without prior notice in the event that Contractor commits a material breach of the terms of this Agreement. Upon termination, this Agreement shall become of no further force or affect whatsoever and each of the parties hereto shall be relieved and discharged here-from, subject to payment for acceptable services rendered prior to the expiration of the notice of termination. Notwithstanding the foregoing, the provisions of this Agreement concerning retention of records, City's rights to material produced, confidential information, contractor's responsibility, indemnification, insurance, dispute resolution, litigation, and jurisdiction and severability shall survive termination of this Agreement.

25. DISPUTE RESOLUTION. The parties shall make a good faith effort to settle any dispute or claim arising under this Agreement. If the parties fail to resolve such disputes or claims, they shall submit them to non-binding mediation in California at shared expense of the parties for at least 8 hours of mediation. If mediation does not arrive at a satisfactory result, arbitration, if agreed to by all parties, or litigation may be pursued. In the event any alternative dispute resolution processes are involved, each party shall bear its own costs and attorneys fees.

26. LITIGATION. If any litigation is commenced between parties to this Agreement concerning any provision hereof or the rights and duties of any person in relation hereto, each party shall bear its own

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attorneys' fees and costs.

27. **JURISDICTION AND SEVERABILITY.** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state and venue shall be in Stanislaus County, California. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with said laws, but the remainder of this Agreement shall remain in full force and effect.
28. **NOTICE OF NON-RENEWAL.** Contractor understands and agrees that there is no representation, implication, or understanding that the City will request that work product provided by Contractor under this Agreement be supplemented or continued by Contractor under a new agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing with respect to any failure by City to continue to request or retain all or any portion of the work product from Contractor following the expiration or termination of this Agreement.
29. **PARTIES IN INTEREST.** This Agreement is entered into only for the benefit of the parties executing this Agreement and not for the benefit of any other individual, entity or person.
30. **NO WAIVER.** Neither the acceptance of work or payment for work pursuant to this Agreement shall constitute a waiver of any rights or obligations arising under this Agreement. The failure by the City to enforce any of Contractor's obligations or to exercise any of City's rights shall in no event be deemed a waiver of the right to do so thereafter.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CONTRACTOR: (insert name of company)

By: _____ Date: _____
Name
Title

CITY OF OAKDALE, a municipal corporation

By: _____ Date: _____
Jerry Ramar
City Manager

APPROVED AS TO FORM:

By: _____ Date: _____
Thomas Hallinan
City Attorney

Attachments:

Exhibit A -- Scope of Work
Exhibit B -- Contract Payment and Reporting Schedule
Exhibit C -- Facilities and Equipment
Exhibit D -- Insurance Requirements

EXHIBIT A

SCOPE OF WORK

Contractor shall complete the attached Scope of Work.

EXHIBIT B

PAYMENT

1. **TOTAL COMPENSATION** City shall pay Contractor an amount not to exceed the total sum of _____ dollars (\$____) for work to be performed and reimbursable costs incurred pursuant to this Agreement. The total sum stated above shall be the total which City shall pay for the work product to be provided by Contractor pursuant to this Agreement.
2. **INVOICES** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for work performed and reimbursable expenses incurred prior to the invoice date. Invoices shall contain the following information:
 - a. Serial identifications of bills, *i.e.*, Bill No. 1;
 - b. The beginning and ending dates of the billing period;
 - c. Purchase Order number; and
 - d. A summary containing the total contract amount, the amount of prior billings, the total due this period, and the remaining balance available for all remaining billing periods.
3. **MONTHLY PAYMENTS** City shall make monthly payments, based on such invoices, for satisfactory progress in completion of the Scope of Work, and for authorized reimbursable expenses incurred.
4. **REIMBURSABLE EXPENSES** There shall be no right to reimbursement of expenses incurred by Contractor except as specified in Exhibit A to this Agreement.

EXHIBIT C

FACILITIES AND EQUIPMENT

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Contractor's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing said physical facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility which may involve incurring any direct expense, including, but not limiting the generality of this exclusion, long-distance telephone or other communication charges, vehicles, and reproduction facilities. Contractor shall not use such services, premises, facilities, supplies or equipment for any purpose other than in the performance of Contractor's obligations under this Agreement.

EXHIBIT D

INSURANCE

Please refer to the insurance requirements listed below. Those that have an "X" indicated in the space before the requirement apply to Contractor's Agreement (ignore any not checked).

Contractor shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: Finance Director, City of Oakdale, 280 N. Third Avenue, Oakdale, CA 95361.

Contractor shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General/Business Liability Insurance with coverage as indicated:

\$2,000,000 per occurrence/\$4,000,000 aggregate limits for bodily injury and property damage

\$ _____ per occurrence bodily injury/\$ _____ per occurrence property damage

Coverage for X, C, U hazards SHALL be evidenced on the Certificate of Insurance

If the standard ISO Form wording for "OTHER INSURANCE", or other comparable wording, is not contained in Contractor's liability insurance policy, an endorsement shall be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers shall be in excess of Contractor's insurance and shall not contribute to it.

Auto Liability Insurance with coverage as indicated:

\$1,000,000 combined single limit for bodily injury and property damage

\$ _____ per person/\$ _____ per accident for bodily injury

\$ _____ per occurrence for property damage

\$ 500,000 combined single limit for bodily injury and property damage

Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the contractor, regardless of where the vehicles are kept or driven.

Professional/Errors and Omissions Liability with coverage as indicated:

\$1,000,000 per loss/ \$2,000,000 aggregate

\$5,000,000 per loss/ \$5,000,000 aggregate

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Contractor shall maintain Professional/Errors & Omissions Liability coverage for a period of three years after the expiration of this Agreement. Contractor may satisfy this requirement by renewal of existing coverage or purchase of either prior acts or tail coverage applicable to said three year period.

- Workers' Compensation Insurance
 Including minimum \$1,000,000 Employer's Liability

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its employees or agents.

The Contractor makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract

- Additional Insured Endorsement(s) for Commercial General/Business Liability coverage naming the City of Oakdale, its officers, employees and agents as additional insured.

(NOTE: additional insured language on the Certificate of Insurance is NOT acceptable without a separate endorsement such as Form CG 20 10)

- The Certificate of Insurance SHALL provide 30 days notice of cancellation, (10 days notice for non-payment of premium). NOTE: the following words shall be crossed out or deleted from the standard cancellation clause: "... endeavor to ..." AND "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

 All subcontractors used shall comply with the above requirements except as noted below:

As to all of the checked insurance requirements above, the following shall apply:

1. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions shall be declared to and approved by the City. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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2. **City as Additional Insured.** The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officers, officials, employees or volunteers.
3. **Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:
 - a. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
 - b. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - c. Coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
4. **Acceptability of Insurers.** Insurance is to be placed with insurers with a Bests' rating of no less than A: VII