



**GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF EL CERRITO AND
Rubicon Landscape Corporation**

This agreement for General Services (“Agreement”) is entered into on _____ (the “Effective Date”) between the CITY OF EL CERRITO, a municipal corporation, with offices located at 10890 San Pablo Avenue, El Cerrito, California (“City”) and Rubicon Landscape Corporation (“Contractor”) (together sometimes referred to as the “Parties”).

Section 1. SERVICES. In accordance with the terms and conditions set forth in this Agreement, Contractor agrees to perform all services described in the Scope of Services, attached as Exhibit A, which is incorporated herein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 **Term of Services.** This Agreement shall begin on the Effective Date and shall end June 30, 2025, unless the term of the Agreement is otherwise terminated or modified, as provided for herein. The term of the agreement shall be extended for up to three (3) additional one (1) year terms with the extensions to commence upon the expiration of the initial term or any extended term, unless the City notifies Contractor in writing at least thirty (30) days before the end of the initial term or any extended term of its intent to terminate the agreement at the conclusion of the initial term or any extension. Funding for services beyond June 30, 2023 will be included in future City budgets but is subject to City Council approval of annual appropriations.
- 1.2 **Standard of Performance.** Contractor shall diligently perform all services required in connection with 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.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services in connection with this Agreement.
- 1.4 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor. In the event of termination, Contractor shall be entitled to compensation for services satisfactorily completed as of the date of written notice of termination; City, however, may condition payment of such compensation upon Contractor delivering to City documents and records identified in Section 10.1 of this Agreement.

Section 2. COMPENSATION. City hereby agrees to pay Contractor for the Scope of Services, whether by fixed price, hourly rates subject to a fixed rate schedule, pursuant to the fee schedule attached as Exhibit B, which is incorporated herein. Total compensation for work performed under this Agreement, **NOT TO EXCEED \$164,733** in Fiscal Year 2022-23. Contractor’s compensation shall be allowed to increase annually starting July 1, 2023 by the prior 12-month average for the San Francisco-Oakland-

Hayward region, All Items Consumer Price Index (Series CUURS49BSA0 or equivalent). Contractor shall notify the City by May 1 of each year of the proposed adjustment for the following year.

- 2.1 **Invoices.** Contractor shall submit invoices once a month, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Contractor shall have ninety (90) days after the completion of work to invoice City for all amounts due and outstanding under each governed by this Agreement. In the event, Contractor fails to invoice City for all amounts due within such ninety (90) day period, Contractor shall waive its right to collect payment from City.
- 2.2 **Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred.
- 2.3 **Reimbursable Expenses.** No expenses, costs, or liabilities of Contractor shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the scope of services (Exhibit A) and in the fee schedule (Exhibit B).
- 2.4 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

Section 3. CHANGES AND EXTRA SERVICES.

- 3.1 Provided that City gives reasonable advance notice to Contractor, City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor is of the opinion that any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes. Contractor may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of this Agreement covering such Scope of Services. When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to this Agreement. In the event the Parties cannot reach agreement as to the proposed change, at the City's sole discretion, Contractor shall perform such work and will be paid for labor, materials, equipment rental, etc., actually used to perform the work.
- 3.2 City shall not be liable for payment of any changes under Section 3.1, nor shall Contractor be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon City's written request, Contractor begins work in accordance with a proposed change, City shall be liable to Contractor for the amounts due with respect to Contractor's work pursuant to such change, unless and until City notifies Contractor to stop work on such change.

Section 4. PROJECT SITE. Contractor shall perform the Services in such a manner as to cause a minimum of interference with City's operations and the operations of other contractors at each Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Services at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish. Each Project site may include all buildings, offices, and other locations where

Services are to be performed, including any access roads. Contractor shall be solely responsible for the safe transportation and packing in proper containers and storage of any equipment required for performing the Services, whether owned, leased or rented. City will not be responsible for any such equipment which is lost, stolen or damaged or for any additional rental charges for such equipment. Equipment left or stored at a Project site, with or without permission, is at Contractor's sole risk. City may assume that anything left on the work site an unreasonable length of time after said work is completed has been abandoned. Any transportation furnished by City shall be solely as an accommodation and City shall have no liability therefore. Contractor acknowledges and agrees that it shall assume the risk and is solely responsible for its use of any City owned equipment and property provided by City for the performance of Services. City shall have no liability to Contractor therefore. In addition, Contractor further acknowledges and agrees that it shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tolls, or other property which is utilized by Contractor on each Project site.

Section 5. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

- 5.1 **Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than One Million Dollars (\$1,000,000.00) per accident.
- 5.2 **Commercial General and Automobile Liability Insurance.** Contractor shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. The City shall be named as an additional insured and insurance shall provide primary coverage with respect to the City by written endorsement to the policy.
- 5.3 **General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.
- 5.4 **Professional Liability Insurance.** (Required for all Licensed Contractors performing design work) Contractor shall maintain professional liability insurance for licensed professionals performing work in connection with this Agreement in an amount not less than One Million Dollars (\$1,000,000.00) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed Two Hundred Fifty-Thousand Dollars (\$250,000.00) per claim.
- 5.5 **All Policies Requirements.**

5.5.1 Verification of Coverage. Prior to beginning any work under this Agreement, Contractor shall, at the sole option of the City, provide City with (1) certified Certification of Insurance that demonstrates compliance with all applicable insurance provisions contained herein; and (2) upon request by the City, complete certified copies of all policies and/or complete certified copies of all endorsements that demonstrate compliance with this Section 5.

5.5.2 Notice of Reduction in or Cancellation of Coverage. A certified endorsement must be attached to all insurance obtained in accordance with this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or 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.

5.6 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, agents and subcontractors.

Section 6. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

6.1 Contractor shall to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, indemnify, defend and hold harmless the City and its officials, commissioners, officers, employees, agents and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor. Contractor will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the City.

Section 7. STATUS OF 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 have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent.

Section 8. LEGAL REQUIREMENTS.

8.1 Governing Law. The laws of the State of California shall govern this Agreement.

8.2 Compliance with Applicable Laws. Contractor and any subcontractors shall comply with all laws applicable to the performance of the work in connection with this Agreement.

8.3 Licenses and Permits. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

- 8.4 Nondiscrimination and Equal Opportunity.** In compliance with federal, state and local laws, Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.
- 8.5 Work Requiring Payment of Prevailing Wages.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. Copies of such prevailing rate of per diem wages can be found at the following website: <https://protect-us.mimecast.com/s/RKorBEh6zVmC7?domain=dir.ca.gov>.

All contractors and subcontractors who bid or work on a public works project over amounts specified under California Labor Code Section 1725.5(f) must register and pay an annual fee to Department of Industrial Relations (DIR) pursuant to California Labor Code section 1725.5. Information regarding DIR registration can be found at the following website: <https://protect-us.mimecast.com/s/vIRgBQH298rik?domain=dir.ca.gov>.

Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code, this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 9. MODIFICATION.

- 9.1 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 9.2 Assignment.** Contractor may not assign this Agreement or any interest therein without the prior written approval of the City.
- 9.3 Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City. Where written approval is granted by the City, Contractor shall supervise all work subcontracted by Contractor in performing the Services; shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work; the subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this

Agreement with respect to the Services; and Contractor is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 5, to City's satisfaction.

- 9.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.
- 9.5 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 9.5.1** Immediately terminate the Agreement;
 - 9.5.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor in accordance with this Agreement;
 - 9.5.3** Retain a different Contractor to complete the Services not finished by Contractor;
or
 - 9.5.4** Charge Contractor the difference between the costs to complete the work at the time of breach and the amount that City would have paid Contractor in accordance with Section 2 if Contractor had completed the Work.

Section 10. KEEPING AND STATUS OF RECORDS.

- 10.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains in accordance with this Agreement and that relate to the matters covered under the terms of this Agreement shall be the property of the City.
- 10.2 Contractor's Books and Records.** Contractor shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 10.3 Confidential Information and Disclosure.** During the term of this Agreement, either party (the "Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other party (the "Receiving Party"). The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Contractor understands that City is a public City and is subject to the laws that may compel it to disclose information about Contractor's business.

Section 11. WARRANTY.

- I. **11.1** In addition to any and all warranties provided or implied by law or public policy,

Contractor warrants that all Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that Contractor shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. Contractor further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, Contractor shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement. In addition to all other rights and remedies which City may have, City shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from Contractor's failure to perform any Services in accordance with the standards required by this Agreement. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by Contractor under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable notice from City, replace or repair the same to City's satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by Contractor in the performance of the Services shall be new and best of kind.

- II. 11.2 Contractor hereby assigns to City all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all City site programs.

- 12.1 Contractor will be responsible for acquiring job hazard assessments as necessary to safely perform all duties of each Project and provide a copy to City upon request.
- 12.2 Contractor will be responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of Project and provide copies of the certified training records upon request by City. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4 City, or their representatives, shall periodically monitor the safety performance of the Contractor working on the Project. All Contractors and their subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work

activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from City to Contractor under this Agreement at any time when, or for any Services performed when, Contractor is not in full compliance with this Section 10.

- 12.5 Contractor shall immediately report any injuries to the City site safety representative. Additionally, the Contractor shall investigate and submit to the City site safety representative copies of all written accident reports, and coordinate with City if further investigation is requested.
- 12.6 Contractor shall take all reasonable steps and precautions to protect the health of their employees and other site personnel with regard to their Scope of Services. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the City site safety representative upon request.
- 12.7 Contractor shall develop a plan to properly handle and dispose of all hazardous wastes they generate within the Scope of Services.
- 12.8 Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Project.
- 12.9 Contractor shall, at the sole option of the City develop and provide to the City a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials to include diesel fuel used for trucks owned or leased by the Contractor.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect.

13.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

13.5 Contract Administration. This Agreement shall be administered by the City Manager or his/her designee, who shall act as the City's representative. All correspondence shall be directed to or through the representative.

13.6 Notices. Any written notice to Contractor shall be sent to:

Mike Gillett, Director of Operations
Rubicon Landscape Corporation
1452 Wright Ave.
Richmond, CA 94804

Any written notice to City shall be sent to:

Will Provost, Operations & Environmental Services Manager
City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530

13.7 Professional Seal. Where applicable in the determination of the City, 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.

13.8 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

13.9 Alternative Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, City and Contractor agree to resolve the dispute in accordance with the following:

Each Party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority. If dispute remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both Parties. Mediation will begin within thirty (30) days of the selection of this disinterested third party, and will end fifteen (15) days after commencement. The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action.

This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code § 900, et. seq.

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

The Parties have executed this Agreement as of the date signed by the City.

CITY OF EL CERRITO

CONTRACTOR

Date: _____

Date: _____

Karen Pinkos, City Manager

**Roger Contreras,
Chief of Finance and Landscape**

Attest:

Holly M. Charléty
City Clerk

Approved as to Form:

Sky Woodruff
City Attorney

EXHIBIT A

SCOPE OF SERVICES

TECHNICAL SPECIFICATIONS

I. GENERAL REQUIREMENTS

A. Landscape Maintenance

Contractor shall provide the highest quality of landscape maintenance services. The Contractor agrees to provide the highest quality commercially accepted methods, procedures and controls for landscape maintenance consistent with the City's Integrated Pest Management (IPM) policy, ReScape (formerly Bay-Friendly) landscape maintenance practices, and information in standard landscape industry references. This shall include the use of proper knowledge, skills, materials and equipment of a timely basis to maintain all areas in a clean, safe, healthy, and aesthetically acceptable manner during the entire term of this contract. The Contractor shall furnish landscape maintenance services by qualified landscape horticulturists, site managers and landscape maintenance crews to provide a maintenance program according to this Specification. It will be the responsibility of the Contractor to provide all equipment, materials, and labor as necessary to perform the work described in these documents in a safe, efficient and legal manner. The City shall provide certain materials as listed in this Specification, Section II.B. "Materials Provided by City." Contractor will be responsible for all other materials.

The Contractor for this agreement shall provide the City with a landscape maintenance program at the frequencies called for in this RFP, Section II.E. "City Facilities and Service Levels." The maintenance program is not limited to specifying daily, weekly and monthly landscape maintenance task schedules covering all areas of responsibility specified in this agreement. The maintenance program will be submitted and agreed upon within 30 calendar days following award of this contract. This program and any changes, deletions, or additions therein, if approved by the City, shall become part of this agreement and shall be used by both the Contractor and the City of El Cerrito for performance monitoring of Contractor obligations.

Full compensation for conforming to the requirements of this Specification shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made thereof.

B. Management Philosophy

The Contractor shall take a pro-active approach in correcting problems within the Contractors' span of responsibility and control. Other problems and suggestions for improvements, both short and long term, must be submitted promptly to the City for appropriate action.

C. Public Image and Etiquette

Contractor employees shall wear company uniforms, which consist of long pants and shirts with company name and individual's name on the shirt. When needed, the Contractor's staff will utilize rain gear, rain boots, safety shoes, and other high visibility protective equipment. All contracted employees while on the site shall exhibit a clean, neat professional appearance. Contractor's equipment and

vehicles shall also be professional in appearance, exhibit the company name and phone number, and be well maintained for safe operation.

D. Hours of Operation

The Contractor shall conform operations to the hours between 7:00 AM and 5:00 PM, during the life of the contract. The Contractor shall conform operations to the hours of 9:00 a.m. to 3:00 p.m. on medians and roadside strips. The use of power equipment or other work close to residential areas that results in noises shall not be permitted before 7:00 AM. Any exception shall only be authorized with prior approval of the City Representative.

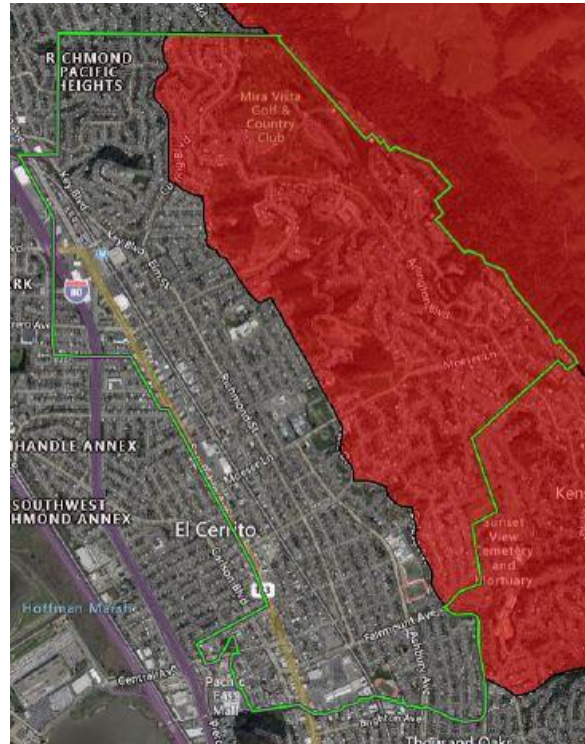
E. Red Flag Days: Contractor shall check for Red Flag Warnings by monitoring alerts and webpages from Cal Fire including: <https://www.fire.ca.gov/programs/communications/red-flag-warnings-fire-weather-watches/>. On days where a Red Flag Warning is declared in the East Bay Hills, no “Hot Work” shall be allowed as follows, where “Hot work” is defined as any work that involves burning, welding, metal-cutting, paving, using fire- or spark-producing tools, gas-powered equipment, open flames or other work that produces a source of ignition:

1. On Red Flag Days, inside areas of the City that are labelled as Very High Fire Hazard Severity Zones (VHFHSZ), as shown in the red areas of the map:

- a) No hot work or other activities that could cause a fire in the VHFHSZ are allowed
- b) Mowing irrigated fields using equipment with spark arrestors is acceptable before 10 AM

2. On Red Flag Days, outside VHFHSZ areas:

- a) All work including hot work is acceptable except if special conditions exist, such as humidity in low digits, high winds or high temperatures. In these cases, Contractor shall consult with City Representative.



The map pictured here displays the City boundaries with the area colored red denoting Very High Fire Hazard Severity Zones, more information on the VHFHSZ boundaries can be found at <https://egis.fire.ca.gov/FHSZ/>.

F. Repairs and Corrective Actions

The Contractor agrees to be continuously alert in locating and defining problems and agrees to exercise prompt and proper corrective action. Action items will be prioritized, and low priority items will be given a time line for corrections. Contractor shall communicate to the City Representative any landscape and non-landscape related hazards encountered while on site. Work requests related to

citizen requests or reported hazards to Contractor that require scheduling with the City's Representative will be prioritized dependent on each request. Immediate response may be necessary.

Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City's representative, and shall be rectified in an approved manner back to its former condition, prior to damage, at the Contractor's expense.

Any hazardous conditions noted, or seen, by the Contractor that has occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City's Representative. The Contractor is responsible for securing any immediate hazards with caution tape, safety cones, or barricades until a City Representative arrives to the location.

G. Safety

Contractor agrees to perform all work outlined in the Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, 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 E.P.A. Safety Orders at all times so as to protect all persons, including contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property.

Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on city property, including a complete written report thereof to the City Representative within twenty-four (24) hours following the occurrence.

Contractor shall carry portable fire extinguishers.

H. Traffic

1. Maintaining Traffic: If traffic is to be detoured over a centerline, detour plans must be submitted and approved by the City prior to starting work. Police, Fire, and the Public Works Department shall be notified at least 24 hours in advance of any work which will interfere with the normal flow of vehicular or pedestrian traffic. If lane closures or traffic modifications are needed, Contractor shall, as applicable, apply for and obtain an encroachment permit from the City.

It shall be the Contractor's responsibility to post, and remove after work is complete, no parking signs as required to perform work. Temporary "No Parking" signs and barricades can be provided by the City for pickup at the City Corporation Yard. Arrangements for signs and barricades can be made by verbal or written request to the City Representative five working days in advance of the need for signs and barricades.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the City Representative public traffic will be better served and the work expedited. Such deviation shall not be adopted until the City Representative has indicated his written approval.

Full compensation for conforming to the requirements of this Section shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made thereof.

2. Traffic Controls for Lane Closure: If a lane closure is necessary in order to do the work, it shall be in accordance with the State of California Standard Specifications Section 12, "Construction Area Traffic Control Devices" and the provisions specified herein. The provisions in this Section will not relieve the Contractor from his responsibility to provide such measures as may be necessary to ensure public safety. Contractor at his own expense shall ensure proper signage, as approved by the City Representative, during lane closures.

If any component in the traffic control system is damaged, displaced or ceases to operate or function as specified, from any cause during the progress of the work, the contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location. Lane closures may be made for work periods only. At the end of each work period, all components of the traffic control system shall be removed from the traveled way, shoulder, sidewalk, pathway and parking lanes. If the Contractor so elects, said components may be stored at selected central locations approved by the City Representative within the limits of the City right-of-way.

Full compensation for conforming to the requirements of this Section shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made thereof.

I. Adjacent Properties

Adjacent City and private property and improvements shall be protected from damage and intrusion at all times during the execution of the work embraced herein. Any damage to adjacent properties shall be repaired or replaced by the Contractor at his/her expense and no payment will be allowed thereof. Work shall be carried out in a manner to avoid all conflicts with operations on adjacent properties and access to adjacent properties.

J. Differing Site Conditions

During the progress of the work, if latent physical conditions are encountered at the site differing materially from those indicated in the contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site, the party discovering such conditions shall promptly notify the City in writing of such specific differing conditions before they are disturbed and before the affected work is performed.

Upon notification, the City Representative will investigate the conditions, and if the City Representative determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The City Representative will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has requested such in writing. No contract adjustment will be allowed under provisions specified in this section for any effects on unchanged work.

K. City Noise Ordinance

The Contractor and any subcontractor shall at all times conform their operations with the requirement of the City Of El Cerrito's Noise Ordinance (ECMC, Chapter 19.21.050 Performance Standards).

L. Monthly Progress Reports

The Contractor shall provide monthly progress reports either verbally to the City Representative or as written documents associated with the monthly invoices. These reports are to include the following information:

- a) Areas recommended for attention encountered during the month.
- b) Monthly application reports for all materials applied by site. This will include location, application date, materials, amount of material applied, etc.

M. Payment and Inspection

Payment will be made for work satisfactorily completed as called for in this contract. The City's Representative shall inspect and notify the Contractor of any unsatisfactory work. Unsatisfactory work shall be corrected within 24 hours. Contractor or Contractor's representative shall meet with a representative from the City at least once a month during the life of this contract to inspect Work performed.

Full compensation for conforming to the work of these specifications shall be considered as included in the contract unit prices, or the proposed hourly rates and material markup, and no further payment may be made thereof.

The contract unit prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing the work as specified herein, and as directed by the City.

Contractor shall invoice City on a monthly basis in a form approved by the City Representative. Invoicing shall include a detail of costs for work performed during the payment period, a summary of current invoice amounts, previous payments, and total payments to date.

N. Adjustment in Scope or Quantity of Work

The City reserves the right to increase or decrease quantities of work included by the Technical Specification or to delete entire proposal items from the proposal schedule, either before execution of the agreement or during the agreement term. If related services are desired by City which are not covered by the Technical Specifications or by the hourly rate schedule, the fee shall be negotiated and a written work order issued accordingly by the City. Contractor shall not be entitled to compensation for additional services unless a prior written work order has been executed describing the work and specifying the compensation thereof.

O. Hourly Rates for Work Not Included in Technical Specifications

During the agreement term, City may request Contractor to perform work not listed in the Technical Specifications. The Contractor offers the specified labor categories at the indicated hourly rate for

these additional services. Hourly rates shall include all direct and indirect costs. For labor not listed below which is needed to perform additional work, the hourly rate shall be agreed upon between the City and Contractor before additional services are performed.

II. SPECIFIC REQUIREMENTS

A. Equipment and Labor

It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient, aesthetically pleasing, and legal manner. The Contractor shall at all times furnish and maintain sufficient equipment as necessary to perform the work of this contract. Such equipment shall be subject to the inspection and approval of the City's Representative. If the contractor is unable to consistently provide the necessary equipment to perform the work, it may be considered a breach of this contract.

B. Materials Provided by the City

The City shall provide the following materials. All labor costs in regards to, but not limited to, spreading, transporting, and maintaining these materials to and in the field shall be covered by Contractor.

1. Water is to be furnished by the City.
2. Fertilizers are to be provided by the City. The City reserves the right to change the approved fertilizer as necessary.
3. Compost is to be furnished by the City for purposes of being applied in planter beds and around shrubs or in tree wells, as requested by City Representative.
4. Mulch is to be furnished by the City for purposes of being applied in planter beds, around shrubs, and as a ground cover as appropriate.
5. Sand is to be furnished by the City for purposes of replenishing playground sand areas.
6. Turf Seed is to be furnished by the City.
7. Irrigation Supplies are to be furnished by the City for purposes of doing repairs to irrigation system if completed as part of an extra work assignment allowed for under this contract.
8. Garbage Can Liners are to be furnished by the City for purposes of trash can management.

C. Materials Provided by Contractor

The Contractor shall provide the following materials as necessary. A mark-up to the cost of all materials provided by the contractor may be added but shall not exceed the amount proposed in the Cost Proposal associated with this RFP.

1. Pesticides- No pesticide shall be used without prior approval of the City Integrated Pest Management (IPM) Coordinator. Pesticide use must comply with the City's IPM Policy (**Attachment 3**), which specifies the use of low risk pesticides only after City thresholds have been crossed and alternative strategies exhausted. All pesticides shall bear the manufacturers label and be registered with the California EPA. The Contractor shall provide and carry MSDS sheets for all chemicals in use. The Contractor shall provide the City with copies of all required permits, written

recommendations, application records and employee training documentation with respect to any application of herbicide, or insecticide, or any other restricted or regulated pest control material as required by the State of California and/or Contra Costa County Agricultural Commissioner's office. Use of most rodenticides is strictly prohibited by the City of El Cerrito. Currently, the City has a moratorium on the use of products containing Glyphosate. The City may request that Contractor provide a written recommendation from a California Department of Pesticide Regulations Pest Control Advisor regarding the use of any pesticide.

2. Plant Material shall be of the highest quality, displaying a healthy appearance and of a size relevant to their container size and the landscape application and conform to industry standards. The Contractor must schedule an inspection with the City's Representative to inspect and approve all plant materials including nursery receipts prior to planting.

3. Miscellaneous Materials - Other materials, including but not limited to wood, irrigation equipment, and concrete, that are needed on an ad hoc basis in order to perform repairs shall be provided by the Contractor and shall be the highest quality available.

D. Description of Work

The Contractor agrees to provide services according to the highest quality landscape industry accepted standards, employing up-to-date methods, procedures and controls for environmentally friendly landscape maintenance consistent with the City's Integrated Pest Management (IPM) policy, ReScape (formerly Bay-Friendly) landscape maintenance practices, and current information in landscape industry references. This shall include the use of proper knowledge, skills, materials and equipment of a timely basis to maintain all areas in a clean, safe, healthy, and aesthetically acceptable manner during the entire term of this contract. The Contractor shall furnish landscape maintenance services by qualified landscape horticulturists, site managers and landscape maintenance crews to provide an annual maintenance program according to these maintenance specifications. It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient and legal manner.

1. Turf and Athletic Fields

The following turf maintenance guidelines apply to all turf areas included in this agreement. Turf shall be maintained in a healthy, safe, and aesthetically pleasing condition by performing the following operations and other work incidental thereto. Within 30 days of award of contract, the Contractor will provide the City with appropriate schedules for turf fertilization, aeration, mowing and any other specifically planned maintenance activities. The Contractor is responsible for replacing, at their cost, any damage to turf, irrigation equipment and plant materials caused by their operations.

a. Irrigation Monitoring – The City will be responsible for water management. Contractor will monitor each site to ensure vegetation is being properly watered and water is being used wisely on site. Contractor shall monitor irrigation to make sure that it is establishing moisture to the full depth of the root zone, while avoid erosion, excessive runoff, or puddles. Contractor shall aerate waterlogged soil conditions. Contractor shall report any necessary repairs to the City Representative. In the event of State or regionally-mandated water conservation measures, Contractor shall work with City to ensure adherence to water conservations mandates.

b. Mowing – All turf areas are to be mowed according to the frequencies listed on Section II.E, "City Facilities and Service Levels." Additional, or fewer, mowings may be requested due to weather

conditions, special events, and/or cultural needs. Mower settings are to be at 2" to 3" in height, depending on turf variety, using the rule of thumb to cut no more than 33% of the grass blade height. All clippings shall be mulched using mulching blades or shall be removed when unsightly and/or requested by the City's Representative. To avoid introducing weeds from one turf to another, Contractor shall clean mower equipment and mower blades before moving the mower from one turf to another.

c. Aeration - All turf areas are to be aerated according to the frequencies listed on Section II.E, "City Facilities and Service Levels." Core size shall be at least 3/4" in diameter and 3" - 4" in depth and aerated in two directions. One athletic field, selected by the City, shall receive deep-tine aeration, followed by a top dressing, once per year. Cores do not need to be removed but should be mowed over. City staff shall flag/mark irrigation system heads, valve boxes, and quick couplers. Contractor shall notify the City Representative of aeration scheduling a minimum of two days prior to start of aeration. Contractor is responsible for repairing any damage caused by aeration equipment. This includes, but is not limited to, irrigation boxes, quick couplers, sprinkler heads, valves, etc. For small lawn areas, the Contractor shall be responsible for providing a walk-behind mechanical, camdriven core-tined aerator (Ryan Greensaire or Lawnaire or City-approved equivalent).

d. Fertilization – All turf shall be fertilized using City-provided fertilizer. Fertilizations shall be scheduled to be applied 3 times per year using City-provided fertilizer at label-recommended rates. The City may require an additional fertilization based on cultural needs.

If there arises a question as to the need for other applications of fertilizer or the formulation of the fertilizer, soil samples shall be taken from locations specified by the City's Representative. They shall be analyzed by a licensed soil analyst at the City's expense and the results and recommendations for the formulation and rates of applications of a complete fertilizer shall be submitted to the City's Representative. Upon approval by the City Representative, Contractor shall formulate and apply the fertilizer as per the recommendations of the soil analyst. If the application of iron, zinc or other trace minerals is recommended by the soil analyst or by a recognized plant pathologist to correct a specific soil deficiency, it shall also be applied according to these recommendations.

e. Edging - All turf edging shall be edged at least once per month. Examples of edges: along pathways, walkways, around shrubs, trees, sprinklers heads, valve boxes, mow bands, curbs, benches, light poles, or any other fixed object. Herbicides shall not be used as an edging tool. Care must be taken not to damage trees, shrubs, or any other fixed object with edging equipment. String trimmer damage to trees and roots will not be tolerated.

f. Gopher Control - Contractor shall aid City staff in keeping all turf areas free of gophers and ground burrowing animals. Contractor shall immediately report any evidence of ground burrowing in the turf areas or in other parts of the parks and make any areas damaged by rodents safe for use by the public. For instance, any holes that could pose a tripping hazard shall be filled, tamped, and leveled. Contractor shall aid City staff in keeping all turf areas free of ground burrowing animals. Gophers shall only be controlled by using Macabee gopher traps or other approved devices. Rodenticide use is not permitted without written permission from the City's IPM Coordinator. Holes caused by gophers shall be backfilled with soil provided by City.

g. Pest Control – Contractor shall keep all turf areas free of noxious weeds, grub, larvae, and other damaging pests. Damage caused by grubs and larvae shall be re-seeded with an approved turf

seed. To comply with the goals and objectives of the City's IPM Policy (**Attachment 3**) the Contractor shall utilize chemical insecticides or herbicides only where other control measures (mechanical removal, cultural methods, biological controls, mulching, etc.) cannot achieve an acceptable level of control. The use of herbicides for "chemical edging" of turf and ground cover areas or near any creek, drainage course, pond or other water feature is not permitted. All herbicide use must be approved by the City IPM Coordinator.

h. Safety Hazards must be addressed immediately. Fill holes in turf areas immediately, regardless of cause with sufficient soil to prevent tripping hazards. Soil shall be provided by City unless due to Contractor's neglect, then Contractor shall supply soil.

i. Re-Seeding - Contractor shall re-seed small bare areas as needed using materials and methods approved by the City's Representative.

2. Tree, Shrub and Ground Cover Care

Contractor shall maintain all shrubs and all ground cover in a healthy growing condition by performing the following operations, as well as other incidental work as needed, in all locations covered under this agreement.

a. Irrigation Monitoring – The City will be responsible for water management. Contractor will monitor each site to ensure vegetation is being properly watered and water is being used wisely on site. Contractor shall monitor irrigation to make sure that it is establishing moisture to the full depth of the root zone, while avoid erosion, excessive runoff, or puddles. Contractor shall aerate waterlogged soil conditions. Contractor shall report any necessary repairs to the City Representative. In the event of State or regionally-mandated water conservation measures, Contractor shall work with City to ensure adherence to water conservations mandates.

b. Pruning, Hedging, and Trimming – Pruning and trimming shall be done by qualified, trained professional personnel. Excessive pruning, hedging or stubbing back shall not be permitted. With the exception of pre-existing hedges, all pruning cuts shall be properly made using bypass pruners or pruning saw only. Cuts shall be made cleanly with no tearing of the bark, leaving neither blind stubs or making flesh cuts.

If a determination is made by the City Representative, Contractor shall implement Crime Prevention Through Environmental Design (CPTED) techniques where applicable, maintaining sightlines and visibility by ensuring plants and shrubs are no higher than 3 feet and/or ensuring there is full clearance from ground level to 30 inches above ground level, if these techniques are determined to be needed in a specific location.

Contractor shall not prune any tree branches over 14 feet high. The City requires that tree pruning be performed under supervision of an ISA Certified Arborist. All but minor clearance tree pruning shall be approved in advance by the City Arborist. Any dead or damaged branches shall be removed from shrubs and ground covers. Any dead or damaged branches located over 14 feet up in trees shall be secured (either by the means of caution tape, cones, or barricades) and reported immediately to the City's Representative.

Contractor shall assess all shrubs on a quarterly basis to determine which plants should be pruned. Pruning of these plants shall be done for the following reasons and at a time when it is seasonally appropriate for that plant:

- To prune for clearance, cut back branches that are encroaching on walkways, fences, and building, and/or posing a safety hazard to pedestrians, bicycles, or vehicles;
- To remove dead branches, diseased sections of shrubs, spent flowers, etc.;
- To maintain the natural shape of the plant species; and
- To maintain the health of the plant.

Periodic hard pruning of certain herbaceous shrubs, as requested and approved by the City Representative, may be required, but will not exceed one time per contract term. Care shall be taken to remove dead branches from shrubs and groundcovers in order to maintain a healthy plant canopy. Dead or damaged branches over 1" shall be removed from shrubs and ground covers.

The Contractor is responsible for replacing, at their cost, any damage to plant materials caused by excessive pruning, improper pruning techniques, poor equipment etc.

c. "No-Mow" and Specialty Grasses, Reeds and Sedges – Care shall be taken to maintain the natural character of ornamental grasses, sedges and reeds when conducting periodic or annual cutting. "No Mow" turf shall be mowed annually or semi annually at a seasonally appropriate time at the highest mower setting or by other City approved means with the majority of clippings removed. Specialty grasses, reeds and sedges may be regenerated periodically by basal cutting, if appropriate for the grass variety and at a seasonally appropriate time. Each of these activities shall be approved by the City's Representative prior to performance. Contractor shall be responsible for replacing any grasses that do not regenerate as a result of improper cutting.

d. Fertilization - Fertilize shrub, ground cover, and planter bed areas as needed with a City approved organic fertilizer, with prior approval by the City Representative.

e. Mulch and Soil Health - Contractor shall maintain areas under trees, shrubs, and on bare soil with a minimum 3-inch layer of organic material. Mulch shall be provided by City's Public Works Department. All labor costs in regards to, but not limited to spreading, transporting, and maintaining the mulch shall be covered by Contractor. Leaf drop and/or clippings that are free of disease may become part of the mulch layer in the trees, shrubs or groundcover areas, if it can be done so in an attractive manner and away from high traffic areas. Contractor shall remove leaf litter from storm drain areas and prevent such debris from entering drain inlets.

f. Weeding - All areas, including but not limited to shrub beds, flower beds, groundcover beds, tree wells, paved areas, sidewalks, cracks, stairways, pavers, expansion joints, decomposed granite paths, picnic areas, playgrounds, and under bleachers/benches, shall be kept weed free at all times. **Weeds shall be removed before seed set**, whenever the appearance becomes unsightly, or when requested by City Representative.

g. Replacement of Material – Contractor shall remove dead and damaged plants and replace with material of equivalent size, condition and variety, subject to approval and/or purchase by the City Representative. Labor shall be provided by the Contractor in a timely manner. Plant material shall be provided by the City unless damage is caused by Contractor's negligence (i.e. chemical damage, mechanical damage, water stress.) Damage not resulting from Contractor's negligence, such as vandalism, abuse from the public, or weather shall be reported promptly to the City Representative. The City will provide all necessary materials. Labor shall be provided by the Contractor in a timely

manner. Contractor shall report dead, dying or diseased plants to the City Representative immediately.

3. Tree Pruning and Maintenance

a. Permissible Activity: Contractor shall not prune any tree branches over 14 feet high. The City requires that tree pruning be performed under supervision of an ISA Certified Arborist. All but minor clearance tree pruning shall be approved in advance by the City Arborist. All trees with a canopy extending over a path of travel shall be pruned to maintain branches above the A.D.A height requirement of 7 feet above ground level. Any dead or damaged branches shall be removed from shrubs and ground covers. Any dead or damaged branches located over 14 feet up in trees shall be secured (either by the means of caution tape, cones, or barricades) and reported immediately to the City's Representative.

b. Method: All pruning cuts shall be properly made using bypass pruners or by pruning saw only. Cuts shall be made cleanly and outside the branch bark ridge, with no tearing of the bark, leaving neither blind stubs nor making flush cuts.

c. Suckers: Suckers or water sprouts located at the base of any tree shall be removed by trained employees, limited to only using hand pruners. Contractor will designate employees that have been trained to perform this duty and have been trained by City Staff to perform this duty. Hedge trimmer, line trimmer, herbicides or any other type of mechanical or chemical mechanism shall not be used to remove or control suckers without prior City approval.

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

e. Tree stakes: Tree stakes and ties shall be removed as trees mature with authorization of the City Representative. Tree ties will be adjusted annually to accommodate tree growth with authorization of City Representative. Tree stakes shall be replaced as needed in case of vandalism or wood rotting at the base of the stakes.

4. Integrated Pest Management (IPM)

The City of El Cerrito has adopted policies, procedures and sustainable landscaping standards that include IPM, ReScape (formerly Bay-Friendly) Landscaping Principles and industry best practices. These standards nurture soil health and ecological diversity, reduce staff and the public's exposure to pesticides, and reduce toxicity in public areas, water bodies and other sensitive habitats. Contractor adherence to these policies, goals and pest prevention priorities is required.

a. Contractor's Integrated Pest Management Plan - Within 45 days and annually on the anniversary of this agreement, the Contractor shall sign the City IPM agreement and submit to the City IPM Coordinator an INTEGRATED PEST MANAGEMENT (IPM) PLAN that complies with the City of El Cerrito's IPM Policy (**Attachment 3**), goals and specifications outlined in this RFP.

Contractors IPM Plan shall be reviewed annually for updates and modifications with the City's IPM Coordinator.

b. Site Inspections - Frequent and thorough site inspections, on foot, will be needed to ensure no major pest infestations occur. The first priority in addressing pests will be to conserve naturally occurring beneficial insects through the use of selective applications of the least toxic effective materials. Biological controls will be based upon sound scientific information such as that provided by the University of California IPM. Conventional pesticides will be given last priority. Contractor shall provide any MSDS sheets of chemicals that will be utilized.

c. Qualified Personnel - Pest control shall be done only by qualified, trained personnel, under the supervision of a California Department of Pesticide Regulations (DPR) Licensed Applicator, only using materials that have received prior approval by the City IPM Coordinator. All pesticide applications shall be made with extreme care to avoid any hazard to any person, pet, or wildlife in the area or adjacent areas, or any property damage. Application shall be in strict accordance with all governing regulations. The Contractor must provide, within 30 days of the Notice to Proceed, their CA DPR License, and the names and license/certification numbers of any individuals responsible for or applying pesticides in accordance with this agreement.

d. Reporting – All pest infestations shall be reported to the City IPM Coordinator, who shall approve all pesticide applications prior to application. Records of all pest control operations stating target pest, dates, locations, times, methods of application, chemical formulations, applicators names and weather conditions shall be made and retained in an active file for a minimum of three (3) years.

e. Pesticide Applications – Application of any pesticide shall be supervised by a qualified inspector. No pesticide application shall be made during heavy traffic (vehicle, bicycle, or pedestrian) periods or when winds create material drift and/or exceeds 5mph and/or as directed per chemical label. The City IPM Coordinator shall permit no spraying without prior approval and has the ability to halt a planned spraying if he/she believes one of the above is in violation. Contractor is to contact the City IPM Coordinator for application scheduling.

f. Prohibited Areas – The use of herbicides for "chemical edging" of turf and ground cover areas, clearing rights-of-way or along roadways, and near sensitive habitat, any creek, drainage course, pond or other water feature is not be permitted.

g. Notice, Signage, and Monitoring – Temporary notice shall be clearly posted on site 72 hours prior to, during and maintained 24 hours after any application has been made. All areas sprayed shall be flagged and signed until the chemical has completely dried according to product label and/or MSDS. Signs shall be provided by the City. All treated areas must be monitored during and after pesticide application until material has settled and treatment area is completely dry according to product label and MSDS. No unprotected person, pet, or wildlife may enter a treated area until all re-entry intervals have been satisfied.

h. Rodent Control – Rodenticide use is severely restricted. All methods of rodent control shall be approved by the City IPM Coordinator. The City will be the primary agent controlling gophers and other rodents. However, Contractor shall assist the City in keeping all turf and landscaped areas free of gophers, moles, and other rodents causing damage to City Property by immediately reporting evidence of rodent activity to the City Representative. Gophers shall be controlled by using Macabee

gopher traps or other devices approved by the City Representative. Holes caused by gophers shall be backfilled, tamped and leveled with soil provided by City.

5. Sport Courts, Playgrounds and Equipment Maintenance

The following recreational equipment maintenance guidelines apply to all playground and sports court areas included in this agreement. Playground, sport court, and all recreational equipment maintenance needs to be performed each time the Contractor is working in the park or facility where the equipment is located. The Contractor must schedule playground maintenance in a logical time frame where playground use is typically low in the morning hours so the playground can be thoroughly cleaned and inspected with minimal interference to and from park users.

- a. Equipment Check: Contractor shall regularly inspect all equipment. Any equipment showing signs of wear, fatigue, vandalism or otherwise presenting an unsafe condition shall be reported immediately to the City Representative.
- b. General Clean-Up: All play areas shall be maintained free of litter, cans, pop tops, broken glass, sticks, Band-Aids, rocks, cigarette butts, ropes, fecal matter, and other harmful and unsightly debris. Several Parks contain toys that are maintained by community members and are allowed to remain in the park. Contractor is to place these toys to side while cleaning an area and dispose of any toys or other materials that may pose a risk to small children. Sweep or blow walks around play areas and return fall cushioning material to play area. Gather loose belongings and set aside on a bench for two days until disposing.
- c. Fall Cushioning Material: The raking and distribution of fall cushioning material around and below the play equipment shall have a cushioning potential and this condition shall extend through the use zone of any part of the play equipment. Use zones vary depending upon equipment type and designed use. The Contractor shall consult with the City Representative for questions regarding use zones around playground equipment. Contractor shall inspect all fall cushioning material on at least a weekly basis.

Special attention shall be made to areas around and immediately adjacent to play equipment. The fall cushioning material in these areas shall be leveled by distributing material from high areas to low areas. Material shall be added to edges. Edges shall not have a lip that exceeds 3" in height. During the leveling and distribution of fall cushioning material, no concrete footings or bases of play equipment shall be exposed that could allow children to trip or fall on. Contractor shall provide labor to install all fall cushioning materials in a timely matter (to be determined by City Representative). The City shall supply material to the Contractor so that the uniform depth meets safety guidelines at all times. If materials are mixed together in a play area (example: sand and fibar), material shall be removed and replaced by Contractor with original material in area. Sand must be kept separate from fibar.

- d. Tennis, Basketball, and other Sport Court Maintenance - At Arlington, Tassajara, Canyon Trail, Castro, Cerrito Vista, Harding, Huber, and Poinsett Park the Contractor shall be responsible to blow or sweep away loose materials from the court surfaces on a minimum weekly basis. Contractor shall provide the City with its desired weekly maintenance schedule for all courts and work with the City to reserve these courts for the required amount of time. The Contractor will also be required to cut back vegetation growing into court areas and on court fences on an as-needed basis. Contractor shall immediately report any equipment showing signs of wear, fatigue, or vandalism.

6. **General Maintenance and Clean Up**

The following general maintenance and clean up guidelines apply to all areas included in this agreement.

a. Garbage, Recycling, Green Waste Pick-Up and Disposal - All existing garbage cans in the areas under Contractor's responsibility shall be emptied of refuse by the Contractor and disposed of legally according to the frequencies listed in Section II.E, "City Facilities and Service Levels." Garbage pick-up shall occur on the day of the week specified by the City Representative, usually Monday and/or Friday, depending on the frequency of service listed in Section II.E, "City Facilities and Service Levels." **All garbage cans must have a garbage can liner. The City is responsible for providing garbage can liners.** Contractor shall notify City when additional liner supplies are needed. Re-using soiled garbage can liners is not permitted.

Material from garbage cans and recycling containers must be collected separately and disposed in the proper fashion (i.e., recycling materials shall be diverted for recycling, green waste shall be diverted for composting). Upon being properly trained in tipping wall procedures and consistently adhering to tipping wall protocols, Contractor may use the City's municipal transfer station for disposal of garbage, green waste, and recycling collected from City facilities, free of charge.

b. All Clippings, Trimmings, Cuttings generated by the Contractor that is not used as mulch on site shall be promptly removed from the work site before leaving the work area for breaks or completion of work on the same day the work is performed. Upon being properly trained in tipping wall procedures, Contractor may use the City's municipal transfer station for disposal of green waste collected from City facilities. On-site dumpsters or containers shall not be used on the sites unless approved by the City Representative.

c. Loose Debris - All areas covered by this agreement, including but not limited to areas around shrubs and trees, non landscaped islands, sidewalks, paths, patios, planter beds, curbs and gutters, shall be kept free from weeds, litter, glass and other debris. Contractor shall be responsible for clearing these areas of debris at the frequencies listed in Section II.E, "City Facilities and Service Levels." Debris includes, but is not limited to: trash and litter, leaf and plant debris, household furniture, household appliances, cardboard, cigarette butts, shopping carts (shall be returned to City Representative on same day), animal feces, incidental biohazards (human feces, hypodermic needles), illegal drug paraphernalia, and vehicle parts.

d. Paved Areas, Parking Lots, Pathways, Stairways, and other City-Owned Easements - Contractor shall be responsible to cut back vegetation as necessary to keep pathways, stairways, easements and access roads clear and passable. Contractor shall edge back groundcover as requested or on an as-needed basis. Contractor shall remove litter and shall sweep or blow and clean off any dirt, debris, weeds or soils from all sites, paved areas, including play and picnic areas, at the frequencies listed in Section II.E, "List of Facilities and Service Levels," or as requested by the City Representative.

e. Picnic Areas - All tables and benches shall be kept clear of debris as part of the general clean-up responsibilities of the Contractor for each particular facility. Picnic area tables and benches shall be scrubbed and washed using a City approved biodegradable cleanser on a monthly basis between the months of March and November, in accordance with the City's Clean Water Program's Best

Management Practices (BMPs). All waste water shall be absorbed into permeable landscape surfaces or disposed of into a sanitary sewer; nothing but rain shall enter the storm drain.

f. Sand Areas - All sand areas shall be kept raked and cleaned of any debris. Children's toys that don't constitute safety hazards can be left in sand areas. Sand shall be furnished by City on an "as needed" basis, type to be determined by the City Representative.

g. Safety Inspection - Contractor shall inspect all parks for glass and other safety hazards during the course of each maintenance visit and shall remove manageable hazards, reporting each incident to the City Representative. For hazards that cannot be removed by the Contractor, Contractor shall secure hazard area with caution tape and immediately report hazards to the City Representative.

h. Decomposed Granite - All decomposed granite pathways and areas must be raked and not blown where indicated by the City Representative. On an as needed basis, the City shall furnish decomposed granite for the Contractor to repair ruts, holes and gaps in decomposed granite areas.

i. Monitoring Irrigation Systems – Contractor shall be responsible for alerting the City of any needed repairs to irrigation systems. At the request of the City Representative, Contractor shall provide cost proposals to make routine and non-routine irrigation repairs. Routine repairs constitute work on irrigation lines from the heads back to the valve, for example, repairing broken laterals and replacing sprinkler heads. All irrigation parts will be provided by the City. The Contractor shall be responsible to immediately repair systems at his/her own costs damaged by his/her own operations with new replacement parts of same manufacturer model as existing components.

j. Repair of Irrigation Systems (OPTIONAL PROPOSAL ITEM) – Contractor shall activate the irrigation system once a month and check for leaks, broken or clogged heads, excessive run-off, water logging, misdirected spraying, etc. The Contractor shall make routine repairs by having an inventory available, for immediate supply, of materials (pipeline, heads, etc.) appropriate for the routine performance of removing and replacing components of the existing landscape irrigation systems. Routine repairs constitute work on irrigation lines from the heads back to the valve, for example, repairing broken laterals and replacing sprinkler heads. Labor to do these repairs should be included in the contract price proposed for this optional item, but the City would supply, or pay for, the materials needed to do the repair. For non-routine repairs, Contractor shall inform the City Representative and provide a proposal for extra work for the City's consideration. All irrigation parts will be provided by the City.

k. Homeless Encampments - The Contractor shall report to the City Representative any signs of homeless encampments or camping on any sites in this contract. Encampment debris includes, but is not limited to, large cardboard, plywood, shopping carts, blankets, sleeping bags, coolers, tents, tarps, etc. The Contractor at the request of the City Representative shall remove items that are objectively litter/debris, of no personal value, generated by any homeless activity or after the encampment has been removed by the City.

7. Naturalized Areas

Naturalized Areas, only including the Huber Park and Creekside Park locations under this RFP, are required to receive weed abatement services, including high weed mowing and touch up work with weed eaters, on the schedule outlined in Section II.E, "City Facilities and Service Levels". Prior to weed abatement mowing, a walkthrough with City Representative is required, with City flagging native plants to avoid while conducting the work.

8. Additional Weed Abatement Work (OPTIONAL PROPOSAL ITEM)

Contractor shall provide weed abatement services, including high weed mowing and touch up work with weed eaters, and including collection and hauling of debris to the City of El Cerrito's Recycling Center. The work will be completed in coordination with the City, at locations specified by the City Representative. Locations include city owned and/or maintained properties and easements. Contractor shall provide at least a 2-man crew for 8 hours per day, ten (10) days annually to complete weed abatement work as directed by the City Representative. Prior to completing the weed abatement mowing, a walkthrough with the City Representative may be required, with the City optionally flagging native plants to avoid while conducting the work.

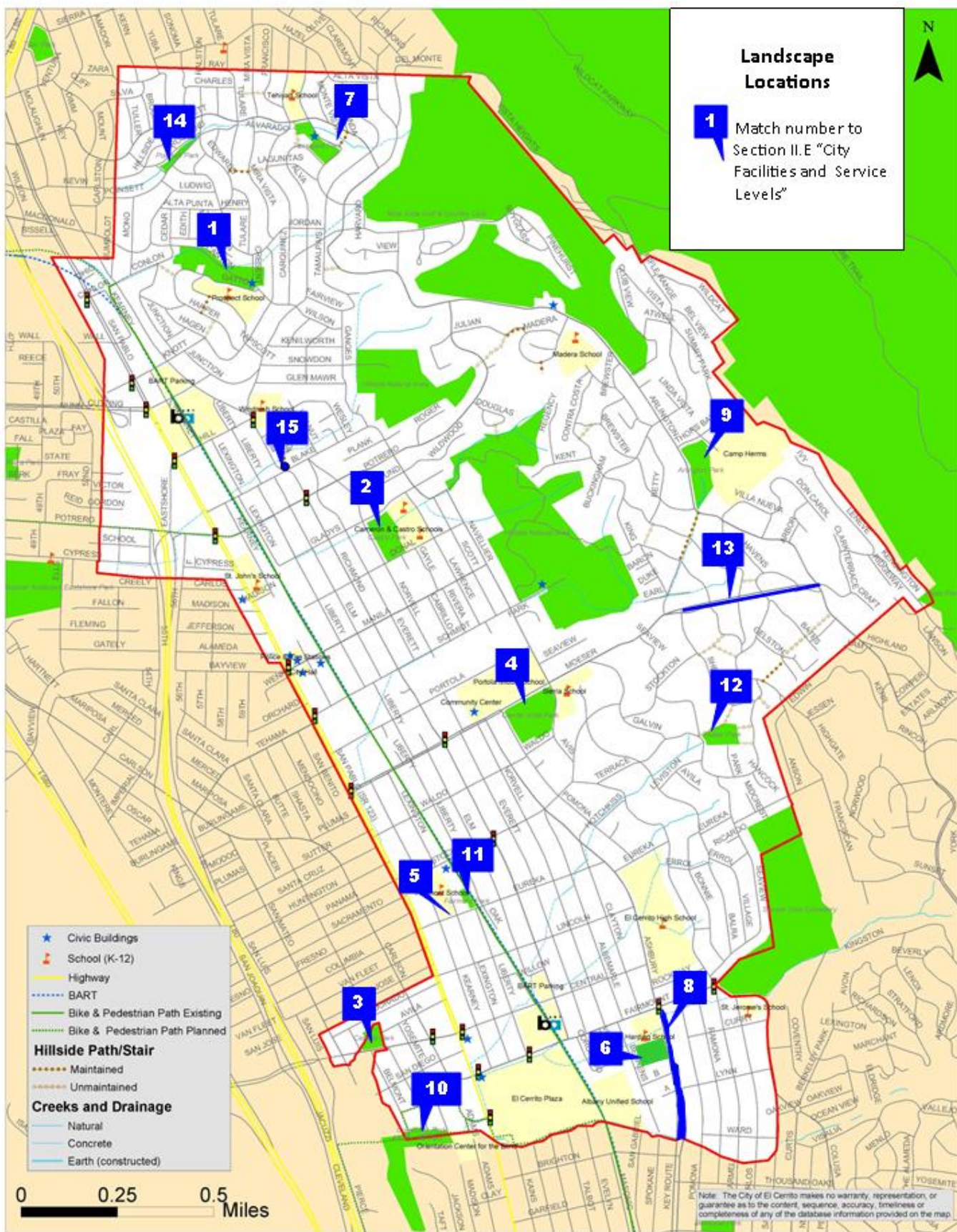
E. City Facilities and Service Levels

The City of El Cerrito desires to contract for the maintenance of the City's parks, athletic fields and select medians and other related locations. The specifics of the various facilities and the maintenance work to be performed are included in this **Attachment 2, Technical Specifications**.

The Contractor shall furnish all necessary materials, equipment, labor, and incidentals as required to maintain the sites for which the contractor is proposing and as specified in this RFP. Contractor shall inspect all sites prior to submittal of the bid proposal.

City Facilities and Service Levels

#	FACILITY	ACRES	FREQUENCIES		
			Acres/ Sqft of Turf	General Clean-Up and Maint.	Mowing
	Landscapes				
	Athletic Fields				
1	Canyon Trail Park, Upper and Lower Play Fields, Playground, and Natural Areas	7.70/ 102,620	2x per wk	1x per wk, during growth season	4 per year
2	Castro Park Picnic Area, Field, Tennis Courts, and Playground	5.80/ 51,000	2x per wk	1x per wk, during growth season	4 per year
3	Central Park Play Field and Playground	2.30/ 27,200	2x per wk	1x per wk, during growth season	4 per year
4	Cerrito Vista Field, Picnic Area, Tennis Courts, and Playground	7.40/ 98,881	2x per wk	1x per wk, during growth season	4 per year
5	Fairmount Park, Field, Day Care Center, and Playground	0.9/ 27,500	2x per wk	1x per wk, during growth season	4 per year
6	Harding Park, Field, Day Care Center, and Playground	5.90/ 19,400	2x per wk	1x per wk, during growth season	4 per year
7	Tassajara Picnic Area, Fields, Tennis Courts, and Playground	3.10/ 30,300	2x per wk	1x per wk, during growth season	4 per year
	Passive Turf and Other Areas				
8	Ashbury Ave Medians (So. City limit to Fairmount Ave)	1.08/ 47,045	1x every 2 wks	1x every 2 wks	1 per year
9	Arlington Park, Picnic Area, and Playground	5.50/ 30,274	2x per wk	1x every 2 wks	1 per year
10	Creekside Park, Picnic Area, and Playground	1.10/ 11,567	2x per wk	1x every 2 wks (2x annually weed abatement mowing)	1 per year
11	Centennial Park and Playground	0.9/ 20,500	1x per wk	1x every 2 wks	1 per year
12	Huber Park, Playground, Picnic Area, and Basketball Court	2.7/ n/a	1x per wk	2x Annually (weed abatement mowing)	n/a
13	Moeser Medians & Planting Beds, East of Shevlin Dr.	~1.00/ n/a	4x per year	n/a	n/a
14	Poinsett Park, Basketball Court, and Playground	1.00/ 3,000	2x per wk	1x every 2 wks	1 per year
15	Richmond/Elm/Blake Kiwanis Park, Islands, and pathway from Blake Street to Manor Circle	0.11/ 1,300	1x per wk	1x every 2 wks	1 per year
	Total	46.7			



Landscape Locations

1 Match number to Section II.E "City Facilities and Service Levels"

- ★ Civic Buildings
- 🏫 School (K-12)
- 🛣️ Highway
- 🚇 BART
- 🚲 Bike & Pedestrian Path Existing
- 🚲 Bike & Pedestrian Path Planned
- Hillside Path/Stair**
- 👉 Maintained
- 👈 Unmaintained
- Creeks and Drainage**
- 🌊 Natural
- 🏗️ Concrete
- 🏗️ Earth (constructed)

0 0.25 0.5 Miles

Note: The City of El Cerrito makes no warranty, representation, or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information provided on the map.

EXHIBIT A

SCOPE OF SERVICES

TECHNICAL SPECIFICATIONS

I. GENERAL REQUIREMENTS

A. Landscape Maintenance

Contractor shall provide the highest quality of landscape maintenance services. The Contractor agrees to provide the highest quality commercially accepted methods, procedures and controls for landscape maintenance consistent with the City's Integrated Pest Management (IPM) policy, ReScape (formerly Bay-Friendly) landscape maintenance practices, and information in standard landscape industry references. This shall include the use of proper knowledge, skills, materials and equipment of a timely basis to maintain all areas in a clean, safe, healthy, and aesthetically acceptable manner during the entire term of this contract. The Contractor shall furnish landscape maintenance services by qualified landscape horticulturists, site managers and landscape maintenance crews to provide a maintenance program according to this Specification. It will be the responsibility of the Contractor to provide all equipment, materials, and labor as necessary to perform the work described in these documents in a safe, efficient and legal manner. The City shall provide certain materials as listed in this Specification, Section II.B. "Materials Provided by City." Contractor will be responsible for all other materials.

The Contractor for this agreement shall provide the City with a landscape maintenance program at the frequencies called for in this RFP, Section II.E. "City Facilities and Service Levels." The maintenance program is not limited to specifying daily, weekly and monthly landscape maintenance task schedules covering all areas of responsibility specified in this agreement. The maintenance program will be submitted and agreed upon within 30 calendar days following award of this contract. This program and any changes, deletions, or additions therein, if approved by the City, shall become part of this agreement and shall be used by both the Contractor and the City of El Cerrito for performance monitoring of Contractor obligations.

Full compensation for conforming to the requirements of this Specification shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made thereof.

B. Management Philosophy

The Contractor shall take a pro-active approach in correcting problems within the Contractors' span of responsibility and control. Other problems and suggestions for improvements, both short and long term, must be submitted promptly to the City for appropriate action.

C. Public Image and Etiquette

Contractor employees shall wear company uniforms, which consist of long pants and shirts with company name and individual's name on the shirt. When needed, the Contractor's staff will utilize rain gear, rain boots, safety shoes, and other high visibility protective equipment. All contracted employees while on the site shall exhibit a clean, neat professional appearance. Contractor's equipment and

vehicles shall also be professional in appearance, exhibit the company name and phone number, and be well maintained for safe operation.

D. Hours of Operation

The Contractor shall conform operations to the hours between 7:00 AM and 5:00 PM, during the life of the contract. The Contractor shall conform operations to the hours of 9:00 a.m. to 3:00 p.m. on medians and roadside strips. The use of power equipment or other work close to residential areas that results in noises shall not be permitted before 7:00 AM. Any exception shall only be authorized with prior approval of the City Representative.

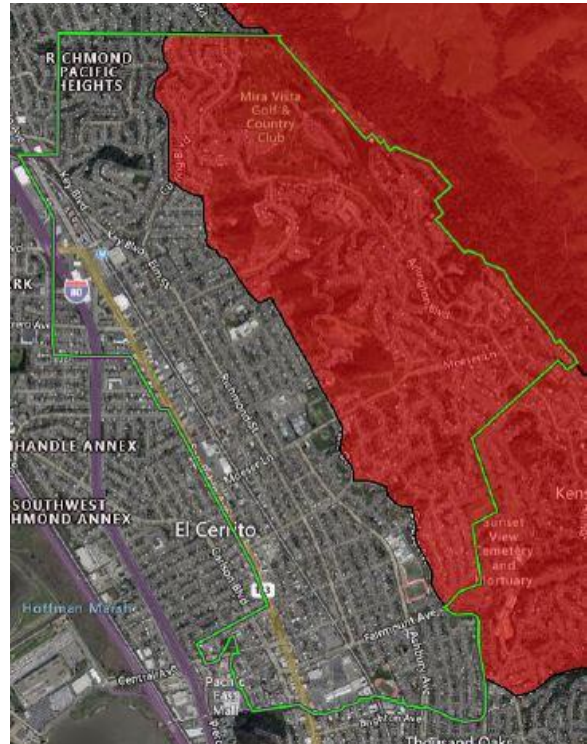
E. Red Flag Days: Contractor shall check for Red Flag Warnings by monitoring alerts and webpages from Cal Fire including: <https://www.fire.ca.gov/programs/communications/red-flag-warnings-fire-weather-watches/>. On days where a Red Flag Warning is declared in the East Bay Hills, no “Hot Work” shall be allowed as follows, where “Hot work” is defined as any work that involves burning, welding, metal-cutting, paving, using fire- or spark-producing tools, gas-powered equipment, open flames or other work that produces a source of ignition:

1. On Red Flag Days, inside areas of the City that are labelled as Very High Fire Hazard Severity Zones (VHFHSZ), as shown in the red areas of the map:

- a) No hot work or other activities that could cause a fire in the VHFHSZ are allowed
- b) Mowing irrigated fields using equipment with spark arrestors is acceptable before 10 AM

2. On Red Flag Days, outside VHFHSZ areas:

- a) All work including hot work is acceptable except if special conditions exist, such as humidity in low digits, high winds or high temperatures. In these cases, Contractor shall consult with City Representative.



The map pictured here displays the City boundaries with the area colored red denoting Very High Fire Hazard Severity Zones, more information on the VHFHSZ boundaries can be found at <https://egis.fire.ca.gov/FHSZ/>.

F. Repairs and Corrective Actions

The Contractor agrees to be continuously alert in locating and defining problems and agrees to exercise prompt and proper corrective action. Action items will be prioritized, and low priority items will be given a time line for corrections. Contractor shall communicate to the City Representative any landscape and non-landscape related hazards encountered while on site. Work requests related to

citizen requests or reported hazards to Contractor that require scheduling with the City's Representative will be prioritized dependent on each request. Immediate response may be necessary.

Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City's representative, and shall be rectified in an approved manner back to its former condition, prior to damage, at the Contractor's expense.

Any hazardous conditions noted, or seen, by the Contractor that has occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City's Representative. The Contractor is responsible for securing any immediate hazards with caution tape, safety cones, or barricades until a City Representative arrives to the location.

G. Safety

Contractor agrees to perform all work outlined in the Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, 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 E.P.A. Safety Orders at all times so as to protect all persons, including contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property.

Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on city property, including a complete written report thereof to the City Representative within twenty-four (24) hours following the occurrence.

Contractor shall carry portable fire extinguishers.

H. Traffic

1. Maintaining Traffic: If traffic is to be detoured over a centerline, detour plans must be submitted and approved by the City prior to starting work. Police, Fire, and the Public Works Department shall be notified at least 24 hours in advance of any work which will interfere with the normal flow of vehicular or pedestrian traffic. If lane closures or traffic modifications are needed, Contractor shall, as applicable, apply for and obtain an encroachment permit from the City.

It shall be the Contractor's responsibility to post, and remove after work is complete, no parking signs as required to perform work. Temporary "No Parking" signs and barricades can be provided by the City for pickup at the City Corporation Yard. Arrangements for signs and barricades can be made by verbal or written request to the City Representative five working days in advance of the need for signs and barricades.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the City Representative public traffic will be better served and the work expedited. Such deviation shall not be adopted until the City Representative has indicated his written approval.

Full compensation for conforming to the requirements of this Section shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made thereof.

2. Traffic Controls for Lane Closure: If a lane closure is necessary in order to do the work, it shall be in accordance with the State of California Standard Specifications Section 12, "Construction Area Traffic Control Devices" and the provisions specified herein. The provisions in this Section will not relieve the Contractor from his responsibility to provide such measures as may be necessary to ensure public safety. Contractor at his own expense shall ensure proper signage, as approved by the City Representative, during lane closures.

If any component in the traffic control system is damaged, displaced or ceases to operate or function as specified, from any cause during the progress of the work, the contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location. Lane closures may be made for work periods only. At the end of each work period, all components of the traffic control system shall be removed from the traveled way, shoulder, sidewalk, pathway and parking lanes. If the Contractor so elects, said components may be stored at selected central locations approved by the City Representative within the limits of the City right-of-way.

Full compensation for conforming to the requirements of this Section shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made thereof.

I. Adjacent Properties

Adjacent City and private property and improvements shall be protected from damage and intrusion at all times during the execution of the work embraced herein. Any damage to adjacent properties shall be repaired or replaced by the Contractor at his/her expense and no payment will be allowed thereof. Work shall be carried out in a manner to avoid all conflicts with operations on adjacent properties and access to adjacent properties.

J. Differing Site Conditions

During the progress of the work, if latent physical conditions are encountered at the site differing materially from those indicated in the contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site, the party discovering such conditions shall promptly notify the City in writing of such specific differing conditions before they are disturbed and before the affected work is performed.

Upon notification, the City Representative will investigate the conditions, and if the City Representative determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The City Representative will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has requested such in writing. No contract adjustment will be allowed under provisions specified in this section for any effects on unchanged work.

K. City Noise Ordinance

The Contractor and any subcontractor shall at all times conform their operations with the requirement of the City Of El Cerrito's Noise Ordinance (ECMC, Chapter 19.21.050 Performance Standards).

L. Monthly Progress Reports

The Contractor shall provide monthly progress reports either verbally to the City Representative or as written documents associated with the monthly invoices. These reports are to include the following information:

- a) Areas recommended for attention encountered during the month.
- b) Monthly application reports for all materials applied by site. This will include location, application date, materials, amount of material applied, etc.

M. Payment and Inspection

Payment will be made for work satisfactorily completed as called for in this contract. The City's Representative shall inspect and notify the Contractor of any unsatisfactory work. Unsatisfactory work shall be corrected within 24 hours. Contractor or Contractor's representative shall meet with a representative from the City at least once a month during the life of this contract to inspect Work performed.

Full compensation for conforming to the work of these specifications shall be considered as included in the contract unit prices, or the proposed hourly rates and material markup, and no further payment may be made thereof.

The contract unit prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing the work as specified herein, and as directed by the City.

Contractor shall invoice City on a monthly basis in a form approved by the City Representative. Invoicing shall include a detail of costs for work performed during the payment period, a summary of current invoice amounts, previous payments, and total payments to date.

N. Adjustment in Scope or Quantity of Work

The City reserves the right to increase or decrease quantities of work included by the Technical Specification or to delete entire proposal items from the proposal schedule, either before execution of the agreement or during the agreement term. If related services are desired by City which are not covered by the Technical Specifications or by the hourly rate schedule, the fee shall be negotiated and a written work order issued accordingly by the City. Contractor shall not be entitled to compensation for additional services unless a prior written work order has been executed describing the work and specifying the compensation thereof.

O. Hourly Rates for Work Not Included in Technical Specifications

During the agreement term, City may request Contractor to perform work not listed in the Technical Specifications. The Contractor offers the specified labor categories at the indicated hourly rate for

these additional services. Hourly rates shall include all direct and indirect costs. For labor not listed below which is needed to perform additional work, the hourly rate shall be agreed upon between the City and Contractor before additional services are performed.

II. SPECIFIC REQUIREMENTS

A. Equipment and Labor

It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient, aesthetically pleasing, and legal manner. The Contractor shall at all times furnish and maintain sufficient equipment as necessary to perform the work of this contract. Such equipment shall be subject to the inspection and approval of the City's Representative. If the contractor is unable to consistently provide the necessary equipment to perform the work, it may be considered a breach of this contract.

B. Materials Provided by the City

The City shall provide the following materials. All labor costs in regards to, but not limited to, spreading, transporting, and maintaining these materials to and in the field shall be covered by Contractor.

1. Water is to be furnished by the City.
2. Fertilizers are to be provided by the City. The City reserves the right to change the approved fertilizer as necessary.
3. Compost is to be furnished by the City for purposes of being applied in planter beds and around shrubs or in tree wells, as requested by City Representative.
4. Mulch is to be furnished by the City for purposes of being applied in planter beds, around shrubs, and as a ground cover as appropriate.
5. Sand is to be furnished by the City for purposes of replenishing playground sand areas.
6. Turf Seed is to be furnished by the City.
7. Irrigation Supplies are to be furnished by the City for purposes of doing repairs to irrigation system if completed as part of an extra work assignment allowed for under this contract.
8. Garbage Can Liners are to be furnished by the City for purposes of trash can management.

C. Materials Provided by Contractor

The Contractor shall provide the following materials as necessary. A mark-up to the cost of all materials provided by the contractor may be added but shall not exceed the amount proposed in the Cost Proposal associated with this RFP.

1. Pesticides- No pesticide shall be used without prior approval of the City Integrated Pest Management (IPM) Coordinator. Pesticide use must comply with the City's IPM Policy (**Attachment 3**), which specifies the use of low risk pesticides only after City thresholds have been crossed and alternative strategies exhausted. All pesticides shall bear the manufacturers label and be registered with the California EPA. The Contractor shall provide and carry MSDS sheets for all chemicals in use. The Contractor shall provide the City with copies of all required permits, written

recommendations, application records and employee training documentation with respect to any application of herbicide, or insecticide, or any other restricted or regulated pest control material as required by the State of California and/or Contra Costa County Agricultural Commissioner's office. Use of most rodenticides is strictly prohibited by the City of El Cerrito. Currently, the City has a moratorium on the use of products containing Glyphosate. The City may request that Contractor provide a written recommendation from a California Department of Pesticide Regulations Pest Control Advisor regarding the use of any pesticide.

2. Plant Material shall be of the highest quality, displaying a healthy appearance and of a size relevant to their container size and the landscape application and conform to industry standards. The Contractor must schedule an inspection with the City's Representative to inspect and approve all plant materials including nursery receipts prior to planting.

3. Miscellaneous Materials - Other materials, including but not limited to wood, irrigation equipment, and concrete, that are needed on an ad hoc basis in order to perform repairs shall be provided by the Contractor and shall be the highest quality available.

D. Description of Work

The Contractor agrees to provide services according to the highest quality landscape industry accepted standards, employing up-to-date methods, procedures and controls for environmentally friendly landscape maintenance consistent with the City's Integrated Pest Management (IPM) policy, ReScape (formerly Bay-Friendly) landscape maintenance practices, and current information in landscape industry references. This shall include the use of proper knowledge, skills, materials and equipment of a timely basis to maintain all areas in a clean, safe, healthy, and aesthetically acceptable manner during the entire term of this contract. The Contractor shall furnish landscape maintenance services by qualified landscape horticulturists, site managers and landscape maintenance crews to provide an annual maintenance program according to these maintenance specifications. It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient and legal manner.

1. Turf and Athletic Fields

The following turf maintenance guidelines apply to all turf areas included in this agreement. Turf shall be maintained in a healthy, safe, and aesthetically pleasing condition by performing the following operations and other work incidental thereto. Within 30 days of award of contract, the Contractor will provide the City with appropriate schedules for turf fertilization, aeration, mowing and any other specifically planned maintenance activities. The Contractor is responsible for replacing, at their cost, any damage to turf, irrigation equipment and plant materials caused by their operations.

a. Irrigation Monitoring – The City will be responsible for water management. Contractor will monitor each site to ensure vegetation is being properly watered and water is being used wisely on site. Contractor shall monitor irrigation to make sure that it is establishing moisture to the full depth of the root zone, while avoid erosion, excessive runoff, or puddles. Contractor shall aerate waterlogged soil conditions. Contractor shall report any necessary repairs to the City Representative. In the event of State or regionally-mandated water conservation measures, Contractor shall work with City to ensure adherence to water conservations mandates.

b. Mowing – All turf areas are to be mowed according to the frequencies listed on Section II.E, "City Facilities and Service Levels." Additional, or fewer, mowings may be requested due to weather

conditions, special events, and/or cultural needs. Mower settings are to be at 2" to 3" in height, depending on turf variety, using the rule of thumb to cut no more than 33% of the grass blade height. All clippings shall be mulched using mulching blades or shall be removed when unsightly and/or requested by the City's Representative. To avoid introducing weeds from one turf to another, Contractor shall clean mower equipment and mower blades before moving the mower from one turf to another.

c. Aeration - All turf areas are to be aerated according to the frequencies listed on Section II.E, "City Facilities and Service Levels." Core size shall be at least 3/4" in diameter and 3" - 4" in depth and aerated in two directions. One athletic field, selected by the City, shall receive deep-tine aeration, followed by a top dressing, once per year. Cores do not need to be removed but should be mowed over. City staff shall flag/mark irrigation system heads, valve boxes, and quick couplers. Contractor shall notify the City Representative of aeration scheduling a minimum of two days prior to start of aeration. Contractor is responsible for repairing any damage caused by aeration equipment. This includes, but is not limited to, irrigation boxes, quick couplers, sprinkler heads, valves, etc. For small lawn areas, the Contractor shall be responsible for providing a walk-behind mechanical, camdriven core-tined aerator (Ryan Greensaire or Lawnaire or City-approved equivalent).

d. Fertilization – All turf shall be fertilized using City-provided fertilizer. Fertilizations shall be scheduled to be applied 3 times per year using City-provided fertilizer at label-recommended rates. The City may require an additional fertilization based on cultural needs.

If there arises a question as to the need for other applications of fertilizer or the formulation of the fertilizer, soil samples shall be taken from locations specified by the City's Representative. They shall be analyzed by a licensed soil analyst at the City's expense and the results and recommendations for the formulation and rates of applications of a complete fertilizer shall be submitted to the City's Representative. Upon approval by the City Representative, Contractor shall formulate and apply the fertilizer as per the recommendations of the soil analyst. If the application of iron, zinc or other trace minerals is recommended by the soil analyst or by a recognized plant pathologist to correct a specific soil deficiency, it shall also be applied according to these recommendations.

e. Edging - All turf edging shall be edged at least once per month. Examples of edges: along pathways, walkways, around shrubs, trees, sprinklers heads, valve boxes, mow bands, curbs, benches, light poles, or any other fixed object. Herbicides shall not be used as an edging tool. Care must be taken not to damage trees, shrubs, or any other fixed object with edging equipment. String trimmer damage to trees and roots will not be tolerated.

f. Gopher Control - Contractor shall aid City staff in keeping all turf areas free of gophers and ground burrowing animals. Contractor shall immediately report any evidence of ground burrowing in the turf areas or in other parts of the parks and make any areas damaged by rodents safe for use by the public. For instance, any holes that could pose a tripping hazard shall be filled, tamped, and leveled. Contractor shall aid City staff in keeping all turf areas free of ground burrowing animals. Gophers shall only be controlled by using Macabee gopher traps or other approved devices. Rodenticide use is not permitted without written permission from the City's IPM Coordinator. Holes caused by gophers shall be backfilled with soil provided by City.

g. Pest Control – Contractor shall keep all turf areas free of noxious weeds, grub, larvae, and other damaging pests. Damage caused by grubs and larvae shall be re-seeded with an approved turf

seed. To comply with the goals and objectives of the City's IPM Policy (**Attachment 3**) the Contractor shall utilize chemical insecticides or herbicides only where other control measures (mechanical removal, cultural methods, biological controls, mulching, etc.) cannot achieve an acceptable level of control. The use of herbicides for "chemical edging" of turf and ground cover areas or near any creek, drainage course, pond or other water feature is not permitted. All herbicide use must be approved by the City IPM Coordinator.

h. Safety Hazards must be addressed immediately. Fill holes in turf areas immediately, regardless of cause with sufficient soil to prevent tripping hazards. Soil shall be provided by City unless due to Contractors neglect, then Contractor shall supply soil.

i. Re-Seeding - Contractor shall re-seed small bare areas as needed using materials and methods approved by the City's Representative.

2. Tree, Shrub and Ground Cover Care

Contractor shall maintain all shrubs and all ground cover in a healthy growing condition by performing the following operations, as well as other incidental work as needed, in all locations covered under this agreement.

a. Irrigation Monitoring – The City will be responsible for water management. Contractor will monitor each site to ensure vegetation is being properly watered and water is being used wisely on site. Contractor shall monitor irrigation to make sure that it is establishing moisture to the full depth of the root zone, while avoid erosion, excessive runoff, or puddles. Contractor shall aerate waterlogged soil conditions. Contractor shall report any necessary repairs to the City Representative. In the event of State or regionally-mandated water conservation measures, Contractor shall work with City to ensure adherence to water conservations mandates.

b. Pruning, Hedging, and Trimming – Pruning and trimming shall be done by qualified, trained professional personnel. Excessive pruning, hedging or stubbing back shall not be permitted. With the exception of pre-existing hedges, all pruning cuts shall be properly made using bypass pruners or pruning saw only. Cuts shall be made cleanly with no tearing of the bark, leaving neither blind stubs or making flesh cuts.

If a determination is made by the City Representative, Contractor shall implement Crime Prevention Through Environmental Design (CPTED) techniques where applicable, maintaining sightlines and visibility by ensuring plants and shrubs are no higher than 3 feet and/or ensuring there is full clearance from ground level to 30 inches above ground level, if these techniques are determined to be needed in a specific location.

Contractor shall not prune any tree branches over 14 feet high. The City requires that tree pruning be performed under supervision of an ISA Certified Arborist. All but minor clearance tree pruning shall be approved in advance by the City Arborist. Any dead or damaged branches shall be removed from shrubs and ground covers. Any dead or damaged branches located over 14 feet up in trees shall be secured (either by the means of caution tape, cones, or barricades) and reported immediately to the City's Representative.

Contractor shall assess all shrubs on a quarterly basis to determine which plants should be pruned. Pruning of these plants shall be done for the following reasons and at a time when it is seasonally appropriate for that plant:

- To prune for clearance, cut back branches that are encroaching on walkways, fences, and building, and/or posing a safety hazard to pedestrians, bicycles, or vehicles;
- To remove dead branches, diseased sections of shrubs, spent flowers, etc.;
- To maintain the natural shape of the plant species; and
- To maintain the health of the plant.

Periodic hard pruning of certain herbaceous shrubs, as requested and approved by the City Representative, may be required, but will not exceed one time per contract term. Care shall be taken to remove dead branches from shrubs and groundcovers in order to maintain a healthy plant canopy. Dead or damaged branches over 1" shall be removed from shrubs and ground covers.

The Contractor is responsible for replacing, at their cost, any damage to plant materials caused by excessive pruning, improper pruning techniques, poor equipment etc.

c. "No-Mow" and Specialty Grasses, Reeds and Sedges – Care shall be taken to maintain the natural character of ornamental grasses, sedges and reeds when conducting periodic or annual cutting. "No Mow" turf shall be mowed annually or semi annually at a seasonally appropriate time at the highest mower setting or by other City approved means with the majority of clippings removed. Specialty grasses, reeds and sedges may be regenerated periodically by basal cutting, if appropriate for the grass variety and at a seasonally appropriate time. Each of these activities shall be approved by the City's Representative prior to performance. Contractor shall be responsible for replacing any grasses that do not regenerate as a result of improper cutting.

d. Fertilization - Fertilize shrub, ground cover, and planter bed areas as needed with a City approved organic fertilizer, with prior approval by the City Representative.

e. Mulch and Soil Health - Contractor shall maintain areas under trees, shrubs, and on bare soil with a minimum 3-inch layer of organic material. Mulch shall be provided by City's Public Works Department. All labor costs in regards to, but not limited to spreading, transporting, and maintaining the mulch shall be covered by Contractor. Leaf drop and/or clippings that are free of disease may become part of the mulch layer in the trees, shrubs or groundcover areas, if it can be done so in an attractive manner and away from high traffic areas. Contractor shall remove leaf litter from storm drain areas and prevent such debris from entering drain inlets.

f. Weeding - All areas, including but not limited to shrub beds, flower beds, groundcover beds, tree wells, paved areas, sidewalks, cracks, stairways, pavers, expansion joints, decomposed granite paths, picnic areas, playgrounds, and under bleachers/benches, shall be kept weed free at all times. **Weeds shall be removed before seed set**, whenever the appearance becomes unsightly, or when requested by City Representative.

g. Replacement of Material – Contractor shall remove dead and damaged plants and replace with material of equivalent size, condition and variety, subject to approval and/or purchase by the City Representative. Labor shall be provided by the Contractor in a timely manner. Plant material shall be provided by the City unless damage is caused by Contractor's negligence (i.e. chemical damage, mechanical damage, water stress.) Damage not resulting from Contractor's negligence, such as vandalism, abuse from the public, or weather shall be reported promptly to the City Representative. The City will provide all necessary materials. Labor shall be provided by the Contractor in a timely

manner. Contractor shall report dead, dying or diseased plants to the City Representative immediately.

3. Tree Pruning and Maintenance

a. Permissible Activity: Contractor shall not prune any tree branches over 14 feet high. The City requires that tree pruning be performed under supervision of an ISA Certified Arborist. All but minor clearance tree pruning shall be approved in advance by the City Arborist. All trees with a canopy extending over a path of travel shall be pruned to maintain branches above the A.D.A height requirement of 7 feet above ground level. Any dead or damaged branches shall be removed from shrubs and ground covers. Any dead or damaged branches located over 14 feet up in trees shall be secured (either by the means of caution tape, cones, or barricades) and reported immediately to the City's Representative.

b. Method: All pruning cuts shall be properly made using bypass pruners or by pruning saw only. Cuts shall be made cleanly and outside the branch bark ridge, with no tearing of the bark, leaving neither blind stubs nor making flush cuts.

c. Suckers: Suckers or water sprouts located at the base of any tree shall be removed by trained employees, limited to only using hand pruners. Contractor will designate employees that have been trained to perform this duty and have been trained by City Staff to perform this duty. Hedge trimmer, line trimmer, herbicides or any other type of mechanical or chemical mechanism shall not be used to remove or control suckers without prior City approval.

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

e. Tree stakes: Tree stakes and ties shall be removed as trees mature with authorization of the City Representative. Tree ties will be adjusted annually to accommodate tree growth with authorization of City Representative. Tree stakes shall be replaced as needed in case of vandalism or wood rotting at the base of the stakes.

4. Integrated Pest Management (IPM)

The City of El Cerrito has adopted policies, procedures and sustainable landscaping standards that include IPM, ReScape (formerly Bay-Friendly) Landscaping Principles and industry best practices. These standards nurture soil health and ecological diversity, reduce staff and the public's exposure to pesticides, and reduce toxicity in public areas, water bodies and other sensitive habitats. Contractor adherence to these policies, goals and pest prevention priorities is required.

a. Contractor's Integrated Pest Management Plan - Within 45 days and annually on the anniversary of this agreement, the Contractor shall sign the City IPM agreement and submit to the City IPM Coordinator an INTEGRATED PEST MANAGEMENT (IPM) PLAN that complies with the City of El Cerrito's IPM Policy (**Attachment 3**), goals and specifications outlined in this RFP.

Contractors IPM Plan shall be reviewed annually for updates and modifications with the City's IPM Coordinator.

b. Site Inspections - Frequent and thorough site inspections, on foot, will be needed to ensure no major pest infestations occur. The first priority in addressing pests will be to conserve naturally occurring beneficial insects through the use of selective applications of the least toxic effective materials. Biological controls will be based upon sound scientific information such as that provided by the University of California IPM. Conventional pesticides will be given last priority. Contractor shall provide any MSDS sheets of chemicals that will be utilized.

c. Qualified Personnel - Pest control shall be done only by qualified, trained personnel, under the supervision of a California Department of Pesticide Regulations (DPR) Licensed Applicator, only using materials that have received prior approval by the City IPM Coordinator. All pesticide applications shall be made with extreme care to avoid any hazard to any person, pet, or wildlife in the area or adjacent areas, or any property damage. Application shall be in strict accordance with all governing regulations. The Contractor must provide, within 30 days of the Notice to Proceed, their CA DPR License, and the names and license/certification numbers of any individuals responsible for or applying pesticides in accordance with this agreement.

d. Reporting – All pest infestations shall be reported to the City IPM Coordinator, who shall approve all pesticide applications prior to application. Records of all pest control operations stating target pest, dates, locations, times, methods of application, chemical formulations, applicators names and weather conditions shall be made and retained in an active file for a minimum of three (3) years.

e. Pesticide Applications – Application of any pesticide shall be supervised by a qualified inspector. No pesticide application shall be made during heavy traffic (vehicle, bicycle, or pedestrian) periods or when winds create material drift and/or exceeds 5mph and/or as directed per chemical label. The City IPM Coordinator shall permit no spraying without prior approval and has the ability to halt a planned spraying if he/she believes one of the above is in violation. Contractor is to contact the City IPM Coordinator for application scheduling.

f. Prohibited Areas – The use of herbicides for "chemical edging" of turf and ground cover areas, clearing rights-of-way or along roadways, and near sensitive habitat, any creek, drainage course, pond or other water feature is not be permitted.

g. Notice, Signage, and Monitoring – Temporary notice shall be clearly posted on site 72 hours prior to, during and maintained 24 hours after any application has been made. All areas sprayed shall be flagged and signed until the chemical has completely dried according to product label and/or MSDS. Signs shall be provided by the City. All treated areas must be monitored during and after pesticide application until material has settled and treatment area is completely dry according to product label and MSDS. No unprotected person, pet, or wildlife may enter a treated area until all re-entry intervals have been satisfied.

h. Rodent Control – Rodenticide use is severely restricted. All methods of rodent control shall be approved by the City IPM Coordinator. The City will be the primary agent controlling gophers and other rodents. However, Contractor shall assist the City in keeping all turf and landscaped areas free of gophers, moles, and other rodents causing damage to City Property by immediately reporting evidence of rodent activity to the City Representative. Gophers shall be controlled by using Macabee

gopher traps or other devices approved by the City Representative. Holes caused by gophers shall be backfilled, tamped and leveled with soil provided by City.

5. Sport Courts, Playgrounds and Equipment Maintenance

The following recreational equipment maintenance guidelines apply to all playground and sports court areas included in this agreement. Playground, sport court, and all recreational equipment maintenance needs to be performed each time the Contractor is working in the park or facility where the equipment is located. The Contractor must schedule playground maintenance in a logical time frame where playground use is typically low in the morning hours so the playground can be thoroughly cleaned and inspected with minimal interference to and from park users.

- a. Equipment Check: Contractor shall regularly inspect all equipment. Any equipment showing signs of wear, fatigue, vandalism or otherwise presenting an unsafe condition shall be reported immediately to the City Representative.
- b. General Clean-Up: All play areas shall be maintained free of litter, cans, pop tops, broken glass, sticks, Band-Aids, rocks, cigarette butts, ropes, fecal matter, and other harmful and unsightly debris. Several Parks contain toys that are maintained by community members and are allowed to remain in the park. Contractor is to place these toys to side while cleaning an area and dispose of any toys or other materials that may pose a risk to small children. Sweep or blow walks around play areas and return fall cushioning material to play area. Gather loose belongings and set aside on a bench for two days until disposing.
- c. Fall Cushioning Material: The raking and distribution of fall cushioning material around and below the play equipment shall have a cushioning potential and this condition shall extend through the use zone of any part of the play equipment. Use zones vary depending upon equipment type and designed use. The Contractor shall consult with the City Representative for questions regarding use zones around playground equipment. Contractor shall inspect all fall cushioning material on at least a weekly basis.

Special attention shall be made to areas around and immediately adjacent to play equipment. The fall cushioning material in these areas shall be leveled by distributing material from high areas to low areas. Material shall be added to edges. Edges shall not have a lip that exceeds 3" in height. During the leveling and distribution of fall cushioning material, no concrete footings or bases of play equipment shall be exposed that could allow children to trip or fall on. Contractor shall provide labor to install all fall cushioning materials in a timely matter (to be determined by City Representative). The City shall supply material to the Contractor so that the uniform depth meets safety guidelines at all times. If materials are mixed together in a play area (example: sand and fibar), material shall be removed and replaced by Contractor with original material in area. Sand must be kept separate from fibar.

- d. Tennis, Basketball, and other Sport Court Maintenance - At Arlington, Tassajara, Canyon Trail, Castro, Cerrito Vista, Harding, Huber, and Poinsett Park the Contractor shall be responsible to blow or sweep away loose materials from the court surfaces on a minimum weekly basis. Contractor shall provide the City with its desired weekly maintenance schedule for all courts and work with the City to reserve these courts for the required amount of time. The Contractor will also be required to cut back vegetation growing into court areas and on court fences on an as-needed basis. Contractor shall immediately report any equipment showing signs of wear, fatigue, or vandalism.

6. **General Maintenance and Clean Up**

The following general maintenance and clean up guidelines apply to all areas included in this agreement.

a. Garbage, Recycling, Green Waste Pick-Up and Disposal - All existing garbage cans in the areas under Contractor's responsibility shall be emptied of refuse by the Contractor and disposed of legally according to the frequencies listed in Section II.E, "City Facilities and Service Levels." Garbage pick-up shall occur on the day of the week specified by the City Representative, usually Monday and/or Friday, depending on the frequency of service listed in Section II.E, "City Facilities and Service Levels." **All garbage cans must have a garbage can liner. The City is responsible for providing garbage can liners.** Contractor shall notify City when additional liner supplies are needed. Re-using soiled garbage can liners is not permitted.

Material from garbage cans and recycling containers must be collected separately and disposed in the proper fashion (i.e., recycling materials shall be diverted for recycling, green waste shall be diverted for composting). Upon being properly trained in tipping wall procedures and consistently adhering to tipping wall protocols, Contractor may use the City's municipal transfer station for disposal of garbage, green waste, and recycling collected from City facilities, free of charge.

b. All Clippings, Trimmings, Cuttings generated by the Contractor that is not used as mulch on site shall be promptly removed from the work site before leaving the work area for breaks or completion of work on the same day the work is performed. Upon being properly trained in tipping wall procedures, Contractor may use the City's municipal transfer station for disposal of green waste collected from City facilities. On-site dumpsters or containers shall not be used on the sites unless approved by the City Representative.

c. Loose Debris - All areas covered by this agreement, including but not limited to areas around shrubs and trees, non landscaped islands, sidewalks, paths, patios, planter beds, curbs and gutters, shall be kept free from weeds, litter, glass and other debris. Contractor shall be responsible for clearing these areas of debris at the frequencies listed in Section II.E, "City Facilities and Service Levels." Debris includes, but is not limited to: trash and litter, leaf and plant debris, household furniture, household appliances, cardboard, cigarette butts, shopping carts (shall be returned to City Representative on same day), animal feces, incidental biohazards (human feces, hypodermic needles), illegal drug paraphernalia, and vehicle parts.

d. Paved Areas, Parking Lots, Pathways, Stairways, and other City-Owned Easements - Contractor shall be responsible to cut back vegetation as necessary to keep pathways, stairways, easements and access roads clear and passable. Contractor shall edge back groundcover as requested or on an as-needed basis. Contractor shall remove litter and shall sweep or blow and clean off any dirt, debris, weeds or soils from all sites, paved areas, including play and picnic areas, at the frequencies listed in Section II.E, "List of Facilities and Service Levels," or as requested by the City Representative.

e. Picnic Areas - All tables and benches shall be kept clear of debris as part of the general clean-up responsibilities of the Contractor for each particular facility. Picnic area tables and benches shall be scrubbed and washed using a City approved biodegradable cleanser on a monthly basis between the months of March and November, in accordance with the City's Clean Water Program's Best

Management Practices (BMPs). All waste water shall be absorbed into permeable landscape surfaces or disposed of into a sanitary sewer; nothing but rain shall enter the storm drain.

- f. Sand Areas - All sand areas shall be kept raked and cleaned of any debris. Children's toys that don't constitute safety hazards can be left in sand areas. Sand shall be furnished by City on an "as needed" basis, type to be determined by the City Representative.
- g. Safety Inspection - Contractor shall inspect all parks for glass and other safety hazards during the course of each maintenance visit and shall remove manageable hazards, reporting each incident to the City Representative. For hazards that cannot be removed by the Contractor, Contractor shall secure hazard area with caution tape and immediately report hazards to the City Representative.
- h. Decomposed Granite - All decomposed granite pathways and areas must be raked and not blown where indicated by the City Representative. On an as needed basis, the City shall furnish decomposed granite for the Contractor to repair ruts, holes and gaps in decomposed granite areas.
- i. Monitoring Irrigation Systems – Contractor shall be responsible for alerting the City of any needed repairs to irrigation systems. At the request of the City Representative, Contractor shall provide cost proposals to make routine and non-routine irrigation repairs. Routine repairs constitute work on irrigation lines from the heads back to the valve, for example, repairing broken laterals and replacing sprinkler heads. All irrigation parts will be provided by the City. The Contractor shall be responsible to immediately repair systems at his/her own costs damaged by his/her own operations with new replacement parts of same manufacturer model as existing components.
- j. Repair of Irrigation Systems (OPTIONAL PROPOSAL ITEM) – Contractor shall activate the irrigation system once a month and check for leaks, broken or clogged heads, excessive run-off, water logging, misdirected spraying, etc. The Contractor shall make routine repairs by having an inventory available, for immediate supply, of materials (pipeline, heads, etc.) appropriate for the routine performance of removing and replacing components of the existing landscape irrigation systems. Routine repairs constitute work on irrigation lines from the heads back to the valve, for example, repairing broken laterals and replacing sprinkler heads. Labor to do these repairs should be included in the contract price proposed for this optional item, but the City would supply, or pay for, the materials needed to do the repair. For non-routine repairs, Contractor shall inform the City Representative and provide a proposal for extra work for the City's consideration. All irrigation parts will be provided by the City.
- k. Homeless Encampments - The Contractor shall report to the City Representative any signs of homeless encampments or camping on any sites in this contract. Encampment debris includes, but is not limited to, large cardboard, plywood, shopping carts, blankets, sleeping bags, coolers, tents, tarps, etc. The Contractor at the request of the City Representative shall remove items that are objectively litter/debris, of no personal value, generated by any homeless activity or after the encampment has been removed by the City.

7. Naturalized Areas

Naturalized Areas, only including the Huber Park and Creekside Park locations under this RFP, are required to receive weed abatement services, including high weed mowing and touch up work with weed eaters, on the schedule outlined in Section II.E, "City Facilities and Service Levels". Prior to weed abatement mowing, a walkthrough with City Representative is required, with City flagging native plants to avoid while conducting the work.

8. Additional Weed Abatement Work (OPTIONAL PROPOSAL ITEM)

Contractor shall provide weed abatement services, including high weed mowing and touch up work with weed eaters, and including collection and hauling of debris to the City of El Cerrito's Recycling Center. The work will be completed in coordination with the City, at locations specified by the City Representative. Locations include city owned and/or maintained properties and easements. Contractor shall provide at least a 2-man crew for 8 hours per day, ten (10) days annually to complete weed abatement work as directed by the City Representative. Prior to completing the weed abatement mowing, a walkthrough with the City Representative may be required, with the City optionally flagging native plants to avoid while conducting the work.

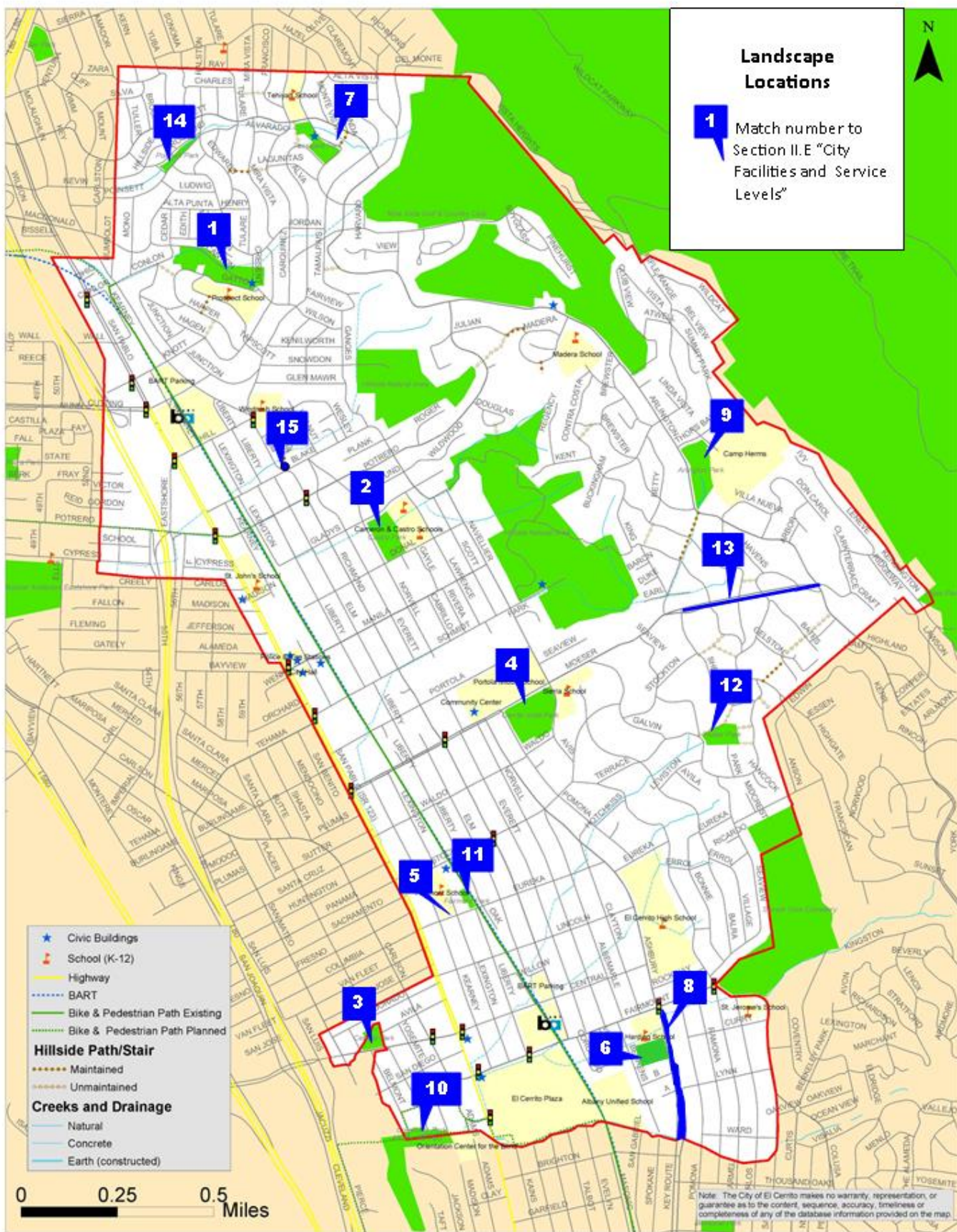
E. City Facilities and Service Levels

The City of El Cerrito desires to contract for the maintenance of the City's parks, athletic fields and select medians and other related locations. The specifics of the various facilities and the maintenance work to be performed are included in this **Attachment 2, Technical Specifications**.

The Contractor shall furnish all necessary materials, equipment, labor, and incidentals as required to maintain the sites for which the contractor is proposing and as specified in this RFP. Contractor shall inspect all sites prior to submittal of the bid proposal.

City Facilities and Service Levels

#	FACILITY	ACRES	FREQUENCIES		
			General Clean-Up and Maint.	Mowing	Aeration
	Landscapes	Acres/ Sqft of Turf			
#	Athletic Fields				
1	Canyon Trail Park, Upper and Lower Play Fields, Playground, and Natural Areas	7.70/ 102,620	2x per wk	1x per wk, during growth season	4 per year
2	Castro Park Picnic Area, Field, Tennis Courts, and Playground	5.80/ 51,000	2x per wk	1x per wk, during growth season	4 per year
3	Central Park Play Field and Playground	2.30/ 27,200	2x per wk	1x per wk, during growth season	4 per year
4	Cerrito Vista Field, Picnic Area, Tennis Courts, and Playground	7.40/ 98,881	2x per wk	1x per wk, during growth season	4 per year
5	Fairmount Park, Field, Day Care Center, and Playground	0.9/ 27,500	2x per wk	1x per wk, during growth season	4 per year
6	Harding Park, Field, Day Care Center, and Playground	5.90/ 19,400	2x per wk	1x per wk, during growth season	4 per year
7	Tassajara Picnic Area, Fields, Tennis Courts, and Playground	3.10/ 30,300	2x per wk	1x per wk, during growth season	4 per year
	Passive Turf and Other Areas				
8	Ashbury Ave Medians (So. City limit to Fairmount Ave)	1.08/ 47,045	1x every 2 wks	1x every 2 wks	1 per year
9	Arlington Park, Picnic Area, and Playground	5.50/ 30,274	2x per wk	1x every 2 wks	1 per year
10	Creekside Park, Picnic Area, and Playground	1.10/ 11,567	2x per wk	1x every 2 wks (2x annually weed abatement mowing)	1 per year
11	Centennial Park and Playground	0.9/ 20,500	1x per wk	1x every 2 wks	1 per year
12	Huber Park, Playground, Picnic Area, and Basketball Court	2.7/ n/a	1x per wk	2x Annually (weed abatement mowing)	n/a
13	Moeser Medians & Planting Beds, East of Shevlin Dr.	~1.00/ n/a	4x per year	n/a	n/a
14	Poinsett Park, Basketball Court, and Playground	1.00/ 3,000	2x per wk	1x every 2 wks	1 per year
15	Richmond/Elm/Blake Kiwanis Park, Islands, and pathway from Blake Street to Manor Circle	0.11/ 1,300	1x per wk	1x every 2 wks	1 per year
	Total	46.7			



Landscape Locations

1 Match number to Section II.E "City Facilities and Service Levels"

- ★ Civic Buildings
- 🏫 School (K-12)
- 🛣️ Highway
- 🚇 BART
- 🚲 Bike & Pedestrian Path Existing
- 🚲 Bike & Pedestrian Path Planned
- Hillside Path/Stair**
- 👉 Maintained
- 👈 Unmaintained
- Creeks and Drainage**
- 🌊 Natural
- 🏗️ Concrete
- 🏗️ Earth (constructed)

0 0.25 0.5 Miles

Note: The City of El Cerrito makes no warranty, representation, or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information provided on the map.



REVISED 4/29/2022

Attachment 5 - Cost Proposal

The proposal prices are to include and cover the furnishing of all labor, materials, equipment, permits, fees, taxes, incidentals, and overhead necessary to perform the work described in the Landscape Maintenance Technical Specification (**Attachment 2**) of this RFP. The proposer affirms that in the event they are awarded a contract they assure that all work will be performed in the specified manner and under the terms and conditions specified at the prices listed below:

Item Description	Service Level (per Technical Specification, unless stated here)	Annual Cost	Notes/ Assumptions
Scope of Work			
Athletic Fields			
Irrigation Monitoring (excludes cost of repairs)	monthly	0.00	removed
Mowing	weekly	\$16,740.00	
Edging and Reseeding	monthly	\$2,743.00	
Aeration	4x per year	\$7,592.00	
Deep Tine Aeration (one field per year)	1x per year	\$7,930.00	and topdressing
Fertilization	3x per year	\$1,230.00	
Passive Turf			
Irrigation Monitoring (excludes cost of repairs)	monthly	0.00	removed
Mowing	every 2 weeks	\$4,340.00	
Edging	monthly	\$3,150.00	
Aeration	1x per year	\$405.00	
Fertilization	3x per year	\$630.00	
Tree, Shrub, Groundcover Care			
Irrigation Monitoring (excludes cost of repairs)	monthly	0.00	removed
Pruning and Trimming	quarterly	\$18,260.00	
Weeding	monthly	\$15,475.00	
Mulch Maintenance	2x per year	\$14,525.00	
General Maintenance and Clean-Up			
Empty Solid Waste & Recycling Cans	2x per week	\$39,780.00	
Litter/ Debris Removal	weekly	\$6,220	
Playground and Picnic Area Maintenance	weekly	\$4,940.00	
Wash Picnic Tables and Benches (20 sets)	9x per year	\$3,150.00	
Paved Areas, Parking Lots, Pathways, Stairway Maintenance	weekly	\$11,900.00	
OPTIONAL: Irrigation Routine Repairs		\$0.00	removed

Proposers Signature Roger Contreras Date April 29, 2022

General Landscape Maintenance* (see note)			
Additional Items			
<i>IPM Treatments (infields) Approved Pre-emergent and Post-emergent herbicides</i>	<i>2x per year</i>	<i>\$1,143.00</i>	
<i>Approved Pre-emergent and Post emergent herbicide treatments of hardscapes at Poinsett Park, Huber Park, Arlington Park Asphalt pathways, and Moeser Lane medians, curbs, and sidewalks</i>	<i>2x per year</i>	<i>\$4,580.00</i>	
OPTIONAL: Additional Weed Abatement	10 Full Days Annually	\$0.00	removed
TOTAL		\$164,733.00	

(*) Note: Under “General Landscape Maintenance” include any costs for services required under the Technical Specification that are not broken out in other line items of the cost proposal, if applicable, and list assumptions used to determine that figure. Full compensation for conforming to the requirements of this RFP shall be considered as included in the cost proposal listed here and no separate payment may be made thereof.

As Needed Services	Cost
Additional Field Aerations	\$409.00
Additional Field Fertilizations	\$151.00
Additional Deep Tine Aerations	\$5,280.00
Reseeding and Topdressing Turf (per 25 sq. ft)	\$48.00
Extra Mowing of Turf (per 5,000 sq. ft)	\$25.60
Applying Fibar (fall surface) Mulch in playgrounds (labor only per 1000 sq ft)	\$405.00
Applying Mulch in New Areas (labor only per 1000 sq. ft)	\$405.00
Soil Samples (per test at City approved lab)	\$185.50
Soil Samples (collection and delivery to City only)	\$65.50
Fertilization (per 5000 sq. ft)	\$45.00
Irrigation Audit (per hour)	\$90.00
Irrigation Repair (per hour)	\$90.00
Weed Whipping/ Abatement (per 5,000 sq. ft)	\$38.00
Horticultural Pest Control (per 5000 sq. ft)	\$143.00
Additional Waste/Recycling Removal (per can per pick up)	\$9.00
Replacement of Plant Materials (labor only per 1 -5 gallon pot)	\$20.00

Proposers Signature Roger Contreras Date April 29, 2022

Mark-Up on Materials not included in Technical Specifications

Contractor will charge City the actual invoice of materials used for the additional work plus a fee of 25 percent (%).

Adjustments in Scope or Quantity of Work

The City reserves the right to increase or decrease quantities of work included by the Technical Specification or to delete entire proposal items from the proposal schedule, either before execution of the agreement or during the agreement term. If related services are desired by City which are not covered by the Technical Specifications or by the hourly rate schedule, the fee shall be negotiated and a written work order issued accordingly by the City. Contractor shall not be entitled to compensation for additional services unless a prior written work order has been executed describing the work and specifying the compensation thereof.

Hourly rates for labor to perform work not included in Technical Specifications

During the agreement term, City may request Contractor to perform work not listed in the Technical Specifications. The Contractor offers the specified labor categories at the indicated hourly rate for these additional services. Hourly rates shall include all direct and indirect costs. For labor not listed below which is needed to perform additional work, the hourly rate shall be agreed upon between the City and Contractor before additional services are performed.

Rate Schedule for Personnel Needed to Perform Work According to RFP and Technical Specification (add more rows as needed)		
	Personnel Title	Regular Time
1	LS Irrigation Specialist	\$90
2	LS Irrigation Specialist II/Mechanic	\$90
3	Crew Leader	\$46.80
4	Maintenance Gardener Level II	\$43.60
5	Maintenance Gardener Level III	\$44.75
6		
7		

Proposers Signature Roger Contreras Date April 14, 2022