

**Request for Proposal:
Turfgrass Mowing and Edging
(Submittal Deadline: 2:00 pm, April 1, 2010)**

SECTION 1: PURPOSE

The City of Pleasanton is seeking proposals for turfgrass mowing and edging service at thirteen (13) park sites. All work to be performed shall be in accordance with the City of Pleasanton Standard Specifications and Details, June 2002, the General and Special Provisions (Exhibit B), and shall be overseen by the Parks Superintendent. The selected company will provide the following services:

- Supervision and management of services;
- Daily response to questions and service requests;
- Turfgrass mowing;
- Edging of turfgrass where it meets with hard edges, valve boxes, and hard to mow areas;
- Site clean-up after each mowing or edging.

SECTION 2: SCOPE OF WORK

The Scope of Work will consist of the following tasks. These tasks are described in more detail in the related plans and specifications document, which is incorporated into this document by reference as Exhibit B.

- **Task 1: Supervision and Management.** Provide on-site supervision of crew and management of site. Respond to questions, and resolve problems as they arise.
- **Task 2: Updates.** At least once a week, on a schedule to be determined by the Parks Superintendent or her or his designee (all references hereafter to the Parks Superintendent shall include her or his designee), provide updates on all current and future activities to the Parks Superintendent.
- **Task 3: Turfgrass Mowing.** Provide turfgrass mowing at thirteen (13) park sites located throughout Pleasanton. All turfgrass mowing is to be performed on

- **Task 4: Turfgrass Edging.** When directed by the City, perform turfgrass edging of all interfaces between turfgrass and hardscape areas, tight corners, and valve boxes. Frequency of edging cycles will vary from every other week during rapid growth times to once monthly during slow growth times of the year.
- **Task 5: Cleanup.** Before work crews leave each site, grass clippings shall not be left on sidewalks, play areas, structures, etc., other than the turf area. Within the turf areas, clippings shall be left evenly distributed.

All work is performed in accordance with City Specifications and requirements, and at the direction of the Parks Superintendent.

Duration of this Contract is 12 months (July 1, 2010 through June 30, 2011). The City and the selected contractor shall retain the right to renew the signed Contract for an additional one-year period up to, but not exceeding, four (4) additional years. This Contract may be renewed only by mutual agreement between the parties, with intent to renew to be conveyed to the other party sixty (60) days prior to the end of the current Contract term. Each party retains the right to not renew the contract at the time of receipt of such notice of intent to renew. If the parties agree that the terms shall continue, and provided the base amount is increased annually beginning July 1, 2011, by the April Construction Cost Index for Northern California region, the only items that shall be subject to negotiation are the following:

additional items of work;
new mowing and/or edging sites.

It is estimated that 42-46 weekly mow cycles will be needed per year. However, the City does not guarantee any quantity of work, and retains the right to use other contractors for the services.

SECTION 3: PROJECT OVERSIGHT

Lisa Hagopian, Parks Superintendent, will provide project and contract oversight. Questions regarding this request for proposal should be directed to her at (925) 931-5566.

SECTION 4: REQUIRED INFORMATION

Part 1 – Contractor’s Contract Experience. Your proposal must provide information regarding:

- Three (3) projects over the last five (5) years reflecting experience as a contractor performing similar work in Contra Costa or Alameda County, with preference for projects where client was a public agency.

Attachment 1 is the required form to submit your current Contractor's Contract Experience.

Part 2 – Proposed Fee Schedule. Your proposal must provide a proposed fee schedule. Attachment 1 is the required form to submit your Proposed Fee Schedule.

SECTION 5: ADDITIONAL INFORMATION

- **Sample Contract** (Exhibit A) - with required insurance
- **Contractor's License Classification** – A valid Class 27 Contractor License is required during the contract period.
- **Prevailing Wage** - In accordance with California Labor Code Sections 1770 et seq., the Contractor shall pay general prevailing rate of per diem wages to all workers employed under this contract.
- **Labor Nondiscrimination** - The awarded Contractor shall comply with the requirements of the State of California's Standard Specification Code Section 7-1.01A(4) "Labor Nondiscrimination" under this contract.
- **Bonds** - No bonds are required for this work.

SECTION 6: SUBMITTAL OF PROPOSAL

- **Delivery of Proposal:** Your proposal, (completed Attachment 1) must be submitted in a sealed envelope, plainly marked with your company's name, business address and telephone number.

Envelopes shall be clearly labeled with the phrase "Proposal for Turfgrass Mowing and Edging."

It is your responsibility to deliver the proposal to the correct address before the due date and time.

- **Due Date:** All proposals must be received by the City of Pleasanton, City Clerk's Office, 123 Main Street, Pleasanton, CA 94566 **by 2:00 p.m., April 1, 2010.**

Proposals received after the above deadline will not be considered, and will be returned unopened.

Exhibits and Attachments

Attachment 1 - Proposal Sheet

Exhibit A - Example Contract

Exhibit B - General and Special Provisions

Appendix –Map of Park Locations

Attachment 1

Proposal Sheet

Turfgrass Mowing and Edging

Part 1: Contractor Information:

1. Proposal submitted by: (name, address and phone number)

2. Contractor License Number _____

Experience

List three similar types of work completed in the last five years, with preference for clients which were public agencies. Identify client with contact information, size of project, and contract period.

1. Location / Size / Period: _____

Client
Contact: _____

2. Location / Size / Period: _____

Client
Contact: _____

3. Location / Size / Period: _____

ClientContact: _____

Part 2: Proposed Hours and Fee Schedule

Turfgrass Mowing and Edging Work

The listed hours and prices include the composite price for labor and equipment, including all incidental power tools, hand tools and vehicles, as well as all overhead costs for one cycle of mowing and edging. One cycle is a single visit to the listed site for the mowing or edging work listed.

All work is performed in accordance with the standards established by City of Pleasanton Specifications and the Parks Superintendent.

Site	1- Mow Cycle	1- Edge Cycle
1. Bernal Community Park	\$_____	\$_____
2. Centennial Park	\$_____	\$_____
3. Civic Park	\$_____	\$_____
4. Delucchi Park	\$_____	\$_____
5. Fawn Hills Park	\$_____	\$_____
6. Kottinger Central Park	\$_____	\$_____
7. Kottinger East Park	\$_____	\$_____
8. Kottinger Village Park	\$_____	\$_____
9. Lions Wayside Park	\$_____	\$_____
10. Mission Hills Park	\$_____	\$_____
11. Tawny Park	\$_____	\$_____
12. Upper Field	\$_____	\$_____
13. Vintage Hills Park	\$_____	\$_____
Total proposed cost for one complete cycle of work:	\$_____	\$_____

Extra Work:

1. Price to mow one (1) additional acre of turfgrass \$_____

2. Price to edge 1,000 linear feet of turfgrass \$ _____

3. The Mowing and Edging Scheduling and Frequency, as set forth in Exhibit B - the General and Special Provisions, provides for variations in frequency of work at the discretion of the Parks Superintendent. Your fee schedule for each complete cycle of work shall be presumed to remain the same, even if frequency of requested work increases or decreases. If your fee schedule is subject to variation, describe the variation to your fee schedule for increases or decreases in requested work:

Proposed Equipment:

1. Proposed type and manufacture of equipment that will be utilized to completed turfgrass mowing: _____

2. Estimated amount of time it will take to complete one cycle of turfgrass mowing, all thirteen (13) sites:

Example Contract – Exhibit A

CONTRACT FOR CONTRACTOR GOODS/SERVICES

TURFGRASS MOWING AND EDGING

THIS CONTRACT FOR CONTRACTOR GOODS/SERVICES

TURFGRASS MOWING AND EDGING (the "Contract") is made and entered into this _____ day of _____, 2010 by and between _____, ("Contractor"), whose address is _____ and the CITY OF PLEASANTON, a municipal corporation ("City").

WITNESSETH:

WHEREAS, the City has awarded to the Contractor a contract for turfgrass mowing and edging for up to thirteen park sites in the City of Pleasanton.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Work to be performed. The work will generally consist of turf mowing and edging and related activities as described in Special Provisions of Exhibit B.

Said work is more particularly shown in the following documents which are on file with the Department of Park and Community Service of the City and are incorporated herein by this reference:

- A. Request for Proposals entitled Turfgrass Mowing and Edging.
 - B. Contract Amendments approved by the City, done in accordance with Standard Specifications or direct of the Parks Superintendent.
 - C. The Proposal submitted to the City by the Contractor.
 - D. General Provisions and Special Provisions - Exhibit B.
2. Compensation. The City shall pay the Contractor for work actually performed at

the site and cycle prices set out in the Contractor's proposal to the City. The quantities of work stated in Exhibit B, Section 3.01, Mowing and Edging Scheduling and Frequency, are estimates only; actual work will be requested based on the schedule, as modified, approved by the Parks Superintendent with payments per cycle of work in accordance with the specifications and fee schedule. The annual contract amount shall not exceed \$_____/year.

3. Contract Renewal. It should be noted that the City and the Contractor shall retain the right to renew the signed Contract for additional one-year periods up to, but not exceeding, four additional years. This Contract may be renewed only by mutual agreement between the parties involved. Each party retains the right to not renew the contract at the time of its annual review. If the parties agree that the terms shall continue and provided the base amount is increased annually, beginning on July 1, 2011, by the April Construction Cost Index for Northern California region, the only items that shall be subject to negotiation are the following:

1. Additional items of work; and
2. New mowing and/or edging sites.

4. Method of Payment. Progress Payments – As of the twentieth day of each month, Contractor may submit for review a request for progress payment, listing the amount and value of work actually performed during the preceding month, or part thereof. Upon the Park Superintendent's review and approval, including adjustments if any, City shall make a progress payment to the Contractor.
5. Incorporation of Contract Documents. This Contract expressly incorporates all terms and conditions contained in the Turfgrass Mowing and Edging Request for Proposal. In the event there is any conflict between this Contract and the Proposal, this Contract shall control.
6. Indemnification. Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents, and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Contract, as it may be amended, except for the sole negligence or willful misconduct of the City. This entire indemnification provision shall survive termination or cancellation of this Contract.
7. Insurance. During the term of this Contract, Contractor shall maintain at its own cost and expense the following insurance coverage with insurers with an A.M. Best's rating of no less than A:VII:
 - a. General Liability and Bodily Injury Insurance. A commercial general liability insurance for at least \$1,000,000 combined limit for bodily injury and

property damage and provide that the City, its officers, employees and agents are named additional insureds under the policy. The policy shall state in writing either on the Certificate of Insurance or attached rider thereof that this insurance will operate as primary insurance for work performed by Contractor and its subcontractors, and that no other insurance effected by City or other named insured will be called on to cover a loss.

b. **Automobile Liability Insurance.** Automobile liability insurance not less than \$1,000,000 per person/per occurrence.

c. **Workers' Compensation Insurance.** Workers' Compensation Insurance for all of Contractor's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

For services deemed public works, by signing this contract, Contractor is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

d. **Certificate of Insurance.** Contractor shall complete and file with the City prior to the City's execution of this Contract, and prior to engaging in any operation or activity set forth in this Contract, a Certificate of Insurance that shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. In addition, the insured shall provide thirty (30) days prior written notice to the City of any suspension, cancellation, reduction of coverage or in limits, or voiding of the insurance coverage required by this contract. The City reserves the right to require complete certified copies of policies.

c. **Subcontractors.** Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated in this Contract, including but not limited to naming additional insureds.

8. **Independent Contractor.** The Contractor is an independent contractor retained by the City to perform the work described herein. All personnel employed by the Contractor, including subcontractors, and personnel of said subcontractors, are not and shall not be employees of the City.

9. Labor Code/Prevailing Wages. Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Contract shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Contract by the Contractor or by any subcontractor under the Contractor.

11. Miscellaneous Provisions.

- a. City may terminate this Contract at any time by mailing notice to Contractor at the address first stated above. Contractor shall be paid for that portion of work completed when notice is received.

- b. Contractor shall not assign or transfer this Contract.

- c. If either City or Contractor waive a breach of this Contract, such waiver shall not constitute a waiver of other or succeeding breaches of this Contract.

- d. This Contract constitutes the entire understanding of the parties.

- e. This Contract may only be modified by a writing signed by the authorized representatives of both parties.

- f. Contractor covenants that it has obtained all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Contract.

- g. All work performed by Contractor under this Contract shall be in accordance with applicable federal, state and local requirements, including but no limited to environmental laws and laws regarding the disposal of hazardous wastes.

- h. The Contractor will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Contract. Such records shall be maintained for three years from the date of final payment

under this Contract.

i. This Contract shall be governed by the laws of the State of California, with venue for any action under this Contract in Alameda County, California.

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

CITY: CITY OF PLEASANTON:

CONTRACTOR:

By: _____
Nelson Fialho, City Manager

By: _____

Title: _____

By: _____

Title: _____

(Second signature required if a corporation)

ATTEST:

Karen Diaz, City Clerk

APPROVED AS TO FORM:

Jonathan Lowell, City Attorney

EXHIBIT B

GENERAL AND SPECIAL PROVISIONS

SECTION 1. DEFINITIONS AND TERMS

As used in these Contract Documents unless the context otherwise requires, the following terms have the meanings indicated:

Addenda: Are written or graphic instruments, clarifications or corrections, issued prior to the execution of the contract, which modify or interpret the Contract Documents.

City: The City of Pleasanton.

City Standard Specifications and Standard Details: Means the latest edition of the City's Standard Specifications and Standard Details.

Contractor: Any individual, partnership or corporation that has entered into a Contract with the City to perform the work described in the Contract Documents.

Contract Documents: Includes the Proposal Documents, , the Contract, the City General Provisions, the Special Provisions, the City of Pleasanton Standard Specifications and Standard Details, all Addenda issued by the City and all Change Orders executed by the City.

General Provisions: Those Specifications that apply to all projects unless specifically modified by Special Provisions.

Special Provisions: Specifications specifically prepared for a particular project.

Subcontractor: Any individual, partnership or corporation that has contracted with the Contractor to provide labor, equipment and/or materials described in the Contract Documents which is an amount in excess of one-half of one (1) percent of the Contractor's total work.

Work: Material, equipment and labor to be provided to City by Contractor as defined by the Contract Documents.

SECTION 2. SCOPE OF WORK

The Work presented in these Contract Documents shall be done in accordance with: 1) the Special Provisions and; 2) the City Standard Specifications and Standard Details. In case of conflicting portions, the above order of precedence shall prevail.

SECTION 3. LEGAL RELATIONS AND RESPONSIBILITY

4-01. State Wage Determination:

- (a) As required by Sections 1770 et seq., of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (the "DIR"). Copies of such prevailing rate of per diem wages are on file at the City's Community Development Department, which copies shall be made available to any interested party on request. The Contractor shall post a copy of such determination at each job site.
- (b) As provided in Section 1775 of the California Labor Code, the Contractor shall, as a penalty to the City, forfeit \$50.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for such work or craft in which such worker is employed for any public work done under the contract by it or by any subcontractor under it.

4-02. Payroll Records; Retention; Inspection; Compliance Penalties; Rules and Regulations

- (a) As required under the provisions of Section 1776 of the California Labor Code, each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- (b) The payroll records enumerated in Paragraph 4-02(a), herein, shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - 1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - 2. A certified copy of all payroll records enumerated in Paragraph 4-02(a), herein, shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - 3. A certified copy of all payroll records enumerated in Paragraph 4-02(a), herein, shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a

request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph 4-02(b)2., herein, the requesting party shall, the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

- (c) Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4-02(a) with the entity that requested the records within 10 days after receipt of a written request.
- (d) Any copy of records made available for inspection and copies furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated.
- (e) The Contractor shall inform the body awarding the contract of the location of the records enumerated under Paragraph 4-02(a) including the street address, city and county, and shall, within five (5) working days, provide a notice of change of location and address.
- (f) In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after the 10-day period, the Contractor shall, as a penalty to the state or political subdivision on whose behalf the Contract is made or awarded, forfeit \$50.00 dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with these Paragraphs 4-02(a) through 4-02(f) lies with the Contractor.

4-03.1 Working Hours. The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty of the City, forfeit \$25.00 for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.

Work shall be **performed on Wednesday, between 8:00 am and 4:00 pm**. The Parks Superintendent shall have the authority to change the hours and days of work to meet the needs of the City upon notice to Contractor

4-04. Workers' Compensation:

- (a) In accordance with the provisions of Section 1860 of the California Labor Code, the Contractor's attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.
- (b) In accordance with the provisions of Section 1861 of the California Labor Code, each Contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

SECTION 5. START OF WORK

5-01. Conference: Before start of work, a conference shall be held at a mutually agreed upon time and place. The purpose of the conference is to designate responsible personnel, establish a working relationship, and clarify the requirements of the Parks Superintendent. Matters requiring coordination will be discussed and procedures for handling such matters established.

5-02. Beginning of Work: *The Contractor shall be prepared to begin work on July 1, 2010.*

SECTION 6. MEASUREMENT AND PAYMENT

6-01. Payments: As of the 20th day of each month, requests for progress payment listing amount and value of work performed during that month may be submitted to the Park Superintendent for review. Upon review and approval or adjustment by the Parks Superintendent, progress payment will be made. Requests submitted promptly as of the twentieth of the month will be paid normally by the tenth of the following month.

Exhibit B (cont.)

SPECIAL PROVISIONS
Turfgrass Mowing and Edging

1.01 Areas

Proposal is to provide turfgrass mowing and turf edging services for following sites:

Site	Turfgrass Area (Acres)	Length of edging (Linear Ft.)
1. Bernal Community Park 7701 Pleasanton Avenue	2.7	2,752
2. Centennial Park 5353 Sunol Blvd.	6.4	8,516
3. Civic Park 100 Main Street	.7	756
4. Delucchi Park 4501 First Street	0.5	460
5. Fawn Hills Park 1510 West Lagoon Road	4.1	5,620
6. Kottinger Central Park 1000 Kottinger Road –West of Bernal Avenue	5.3	7,425
7. Kottinger East Park 1000 Kottinger Road – East of Bernal Avenue	1.0	965
8. Kottinger Village Park 4100 Vineyard Avenue	4.0	925
9. Lions Wayside Park 4401 First Street	0.6	449

10. Mission Hills Park	6.0	6,360
600 Junipero		
11. Tawny Park	2.6	3,184
400 Tawny Drive		
12. Upper Field	3.3	0
4645 Bernal Avenue		
13. Vintage Hills Park	2.1	2,881
3301 Arbor Drive		

***Linear feet of edging measurement includes only for edging along sidewalks, it does not include soft edges, drain inlets, valve boxes, and corners which mowers may not reach, all which should be included in your proposal.**

All numbers are approximate. Contractor should verify information for their proposal purposes.

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

2-01 Mowing

All areas shall be policed before each mowing. Any foreign matter, including broken glass, litter, paper, dog or animal defecation, etc. shall be removed prior to mowing. Contractor is responsible for clean-up and removal of any trash debris, animal defecation or other objects scattered or shredded by mowers during servicing prior to leaving each park site.

Upright grasses shall be mowed to a uniform height of 3-inches. Mower blades shall be kept sharp so as not to damage the turf or create a “frayed” turf blade. Mulching mowers are encouraged to be utilized for this work.

Before each mowing cycle the mow pattern shall be rotated 45 degrees clockwise from the previous weeks mow pattern.

Care is to be taken at all times so as to avoid wet, soggy, ground areas. If an area cannot be mowed due to wet or soggy ground, it is to be avoided and cut with a line trimmer or other approved lightweight equipment.

Smaller corner areas not accessible with mowers shall be cut each week with a line-trimmer to a uniform height of 3 inches.

Contractor shall provide a list of the mowers intended to be utilized on the project to the Parks Superintendent for approval two weeks before mowing work is scheduled to begin. The Parks Superintendent holds the final decision in regards to the type and size(s) of

mower, and speed at which an area is to be cut.

Contractor's mowers are to be relatively clean and free of noxious weeds and diseases before entering site each week so as to not transplant these from other sites.

Cut grass clippings shall not be left to dry on the turf in "clumps" so large that they shade the grass. Any clumps left as the result of the mowing operation shall be broken-up and evenly distributed across the turf so as to not shade the grass. If clippings cannot be broken up and dispersed evenly on site, Contractor shall removal the clippings from the site at his expense.

All grass clippings, mud, and other debris that is the result of mowing shall be removed from all hardscape areas immediately after the site is mowed. Clippings, mud, and debris are not to be blown into the streets or gutter nor allowed to collect in drainage ways

3.01 Mowing and Edging Scheduling and Frequency

Normal turf mowing shall **only occur on Wednesday of the week, between 8:00 am and 4:00 pm**. The normal mowing day may be adjusted in advance by the City due to Holidays, events, or weather. Annual mowing frequency shall occur approximately as follows:

January	-approximately 1-2 weekly mowings
February	-approximately 2 weekly mowings
March	-approximately 3 weekly mowings
April	-weekly mowing; may have second weekly mowing for portion of month
May	-weekly mowing; may have second weekly mowing for portion of month
June	-weekly mowings
July	-weekly mowings
August	-weekly mowings; may have second weekly mowing for last portion of month
September	-weekly mowings; may have second weekly mowing for portion of month
October	-weekly mowings
November	-approximately 2 weekly mowings
December	-approximately 1-2 weekly mowings

There may be times due to excessive or slow turf growth that mowing frequency will be adjusted. Mowing frequency may range from as often as every 5 days, during high growth times to every 14-21 days during cooler winter months. No more than one-third of the turf leaf shall be removed during any one mowing operation.

The Parks Superintendent shall determine the actual beginning and ending of mow and edging periods as the seasons, weather, and grass growth dictate.

4.01 Edging

Turf shall be edged along borders, walls, curbs, fences, paths, rocks, valve boxes, drain inlets, and hard to reach areas, etc., for neat appearance where needed. Clippings shall be removed from hardscape areas.

Edging shall be done by power equipment or by hand. Chemical edging or soil sterilants shall not be used unless notified by the City in writing.

Clippings shall be vacuumed or blown off hardscape areas back into turf areas. Contractor acknowledges and agrees to comply with the noise regulations of the Pleasanton Municipal Code, including, but not limited to, section 9.04.045 Leaf Blowers, which provides that a motor powered leaf blower shall not generate greater than 73 dBA at 50 feet. Clippings shall not be blown into the street or gutter nor allowed to collect in drainage ways. If “clumps” of clippings are created, they shall be collected and removed from the site.

Nylon line or other whip edgers shall not be used to within two feet of any tree trunks or shrub stems. Any plant material damaged by the contractor shall be replaced at his expense.

5.01 Control, Supervision and Approval Authority

- A. Unless otherwise provided by specific provisions, Contractor's operations and activities pursuant to this contract shall be under the control and supervision of the Parks Superintendent or her authorized representative, and such person shall exercise such control and supervision for and on behalf of the City where so designated in this contract.
- B. Whenever, under the provisions of this contract, the Contractor is prohibited from doing something unless Contractor first obtains the approval or consent of the City, such approval and consent must be obtained from the Parks Superintendent, or her authorized representative.
- C. Supervision, Inspection, and Contract Compliance: Contractor must provide for adequate supervision and inspection of all work performed to ensure that each requirement of these specifications is consistently met.

A fully qualified supervisor representing the Contractor shall be readily available to meet with the Parks Superintendent as needed for the purposes of correcting problems, conflicts, and coordinating work schedules.

Inspection by Parks Superintendent or her designated representative shall be made during normal City operating hours, unless otherwise arranged.

The progress and standard of quality of work to be accomplished under this contract shall be to the degree reasonably acceptable to the Parks Superintendent. In the event the Parks Superintendent determines Contractor's work is unsatisfactory, Contractor will be required to perform the additional work at no cost to the City.

- D. The City will do the following:
 - 1) Periodically inspect the work to assist in ensuring the work meets City's standards.
 - 2) Parks Superintendent will be available during regularly schedule hours to discuss and resolve any concerns of the Contractor.
- E. General: The Contractor shall furnish supervision of its crew and inspection of landscape conditions daily. The City reserves the right to request removal of any employee of the Contractor.

All Contractors' work will be in City-specified areas only.
- F. Supervisor: Landscape Supervisor will have a minimum of five (5) continuous years as supervisor of complete landscape maintenance service and at least two (2) years performing duties of a foreperson.
- G. Crew Leader: Crew Foreperson shall have two (2) continuous years of on-the-job experience.
- H. Uniforms: All employees on site which are employed by the Contractor are to wear clothing which clearly identifies the Contractor.
- I. Vehicles: All vehicles utilized by the Contractor shall have wording which clearly identifies the Contractor.

6.01 Damages

All damages to turf, (rutting, etc) sprinklers, irrigation systems, park furniture, hardscape, plants, or other park components will be repaired **by the City and billed to the Contractor.**

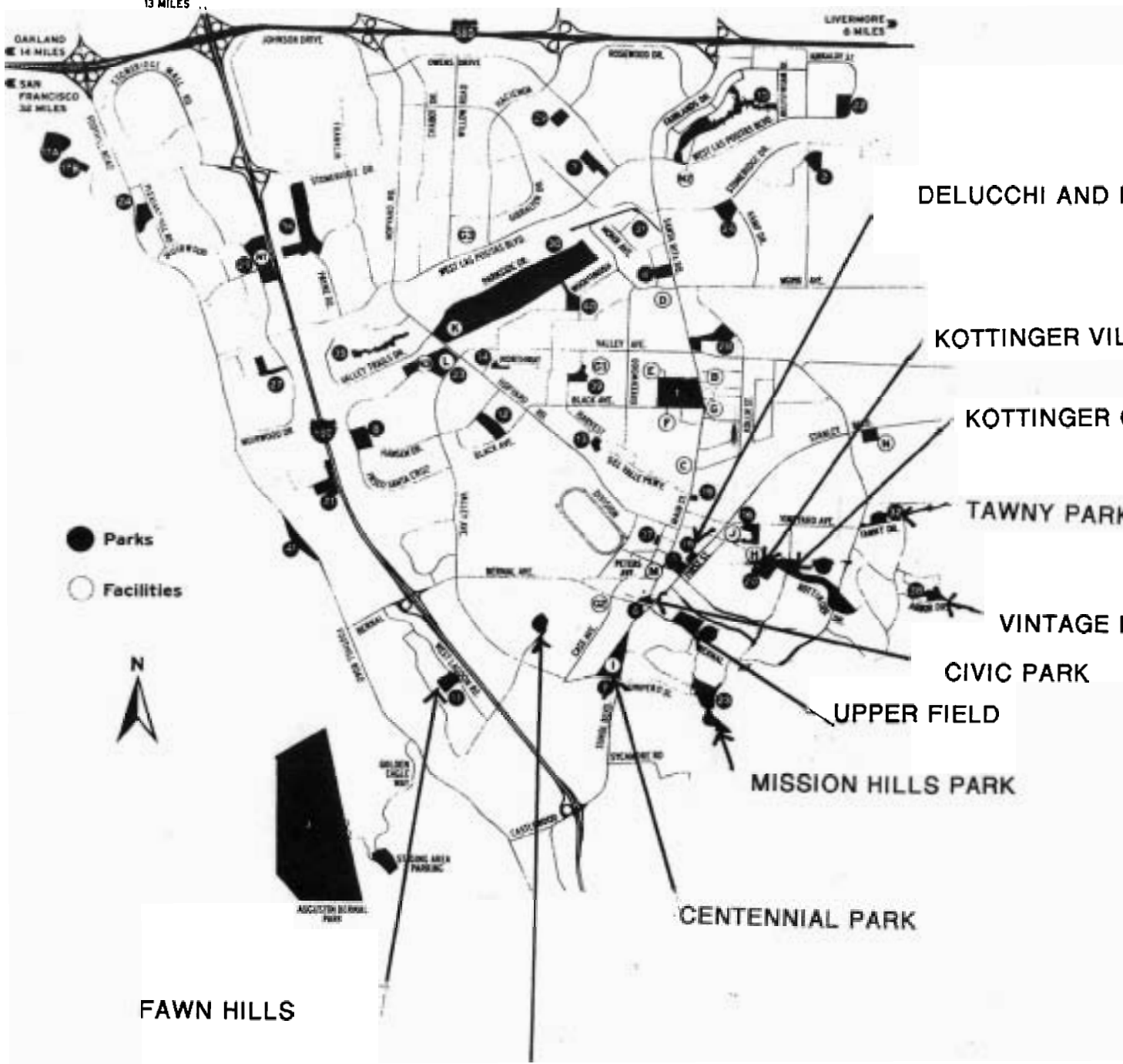
7.01 Work Not Included:

Work that is not part of this proposal:

- a) Turfgrass fertilization
- b) Turfgrass irrigation
- c) Turfgrass renovation, including aerating, topdressing and re-seeding.

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WALNUT CREEK
13 MILES



DELUCCHI AND LIONS WAYSIDE PARKS

KOTTINGER VILLAGE PARK

KOTTINGER CENTRAL AND EAST

TAWNY PARK

VINTAGE HILLS PARK

CIVIC PARK

UPPER FIELD

MISSION HILLS PARK

CENTENNIAL PARK

BERNAL COMMUNITY PARK

FAWN HILLS

APPENDIX