



The City of Dinuba

Request for Proposals

&

Landscape Maintenance
Contract for the
City of Dinuba

February 11, 2019

CITY OF DINUBA STATE
OF CALIFORNIA

NOTICE OF CONTRACTORS

Bid Deadline: 2:00p.m., on March 8, 2019

City of Dinuba
Community Services Department
1390 East Elizabeth Way
Dinuba, CA 93618

Project Name: Landscape Maintenance for the City of Dinuba

Bid Documents City of Dinuba
Community Services Department
1390 East Elizabeth Way
Dinuba, California 93618

NOTICE IS HEREBY GIVEN that individually sealed bids for Landscape Maintenance for the City of Dinuba (hereinafter the Work) will be received at the City of Dinuba, Community Services Department, 1390 East Elizabeth Way, Dinuba, California 93618 until 2:00pm on March 8, 2019.

A pre-bid conference and walk-through will be held at the City of Dinuba, Community Services Department, 1390 East Elizabeth Way, Dinuba, California, 93618 on February 22, 2019 at 8:00am.

Bids shall be in accordance with the specifications which are on file with, and may be obtained from the Community Services Department, 1390 East Elizabeth Way, Dinuba, California, 93618, (559) 591-5940, Monday through Friday, between 8:00a.m. - 5:00p.m.

Each bid shall be submitted individually on the Bid Proposal Form provided in the Specification, sealed in an envelope marked with the project title, and the time and date of the bid opening.

Each bid must conform and be responsive to the contract documents.

The bids shall be opened, examined, and declared by the Community Services Manager at the time and on the date above written. The bid opening will be open to the public and held at the City of Dinuba, Community Service Department, 1390 E. Elizabeth Way, Dinuba, California, 93618.

Proposals will be evaluated on the basis of:

- Qualifications
- References
- Proposed Fee

The results of the bidding shall be reported to the City of Dinuba City Council at their next regular meeting.

The successful bidder shall furnish insurance policies and certificates, specified in the General Provisions. Contractor shall comply with Title VI of the Civil Rights Act of 1964, and in accordance with said Act,

no person on the grounds of race, color, sex or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any service or activity in connection with the project.

Contractor shall comply with Title VII of the Civil Right Act of 1964, which prohibits discrimination against any employee of applicant for employment because of race, color, religion, sex, or national origin.

The Contractor agrees to comply with all applicable Federal and California State laws pertaining to discrimination, including but not limited to, the California Fair Employment Practices Act, beginning with Government Code Section 12900, and Labor Code Section 1735.

After the time set for opening bids, no bid may be withdrawn for a period of sixty (60) days.

The contract will cover and be awarded as a three (3) year contract commencing July 1, 2019 and will terminate June 30, 2022.

The City Council of the City of Dinuba reserves the right to reject any or all bids, and/or waive any informality in its bid, and/or determine in its discretion the responsibility of any bidder.

Determination to proceed with awarding the contract or conducting work with City staff will occur at the next regular City Council meeting, from bid opening.

City of Dinuba

Stephanie Hurtado
Community Services Department Manager

SECTION ONE GENERAL

PROVISIONS

Standard Specifications: The work embraced herein will be done in accordance with the appropriate provisions of construction details, of the Specifications entitled State of California, Department of Transportation, Standard Specifications, insofar as the same may apply, which Specifications are hereinafter referred to as the Standard Specifications.

Work embraced herein will also be done in accordance with these Plans and Specifications and the Standard Specifications and Designs of the City of Dinuba, hereinafter referred to as the City Standards. Any conflicts between these project Specifications and the City Standards will immediately be brought to the attention of the Department Manager. Generally, these project Specifications will govern and take precedence over the City Standards.

Whenever in the Standard Specifications, or in any documents where these specifications govern, the following terms are used, they will be understood to mean and refer to the following:

AASHTO - Use the latest specifications of the American Association of State Transportation and Highway Officials.

ANSI - Use the latest revised specifications of the American National Standards Institute. AWWA - Use the latest specifications of the American Water Works Association.

ASTM - Use the latest specifications of the American Society for Testing Materials.

Manager of Community Services - The Community Services Department of the City of Dinuba

Laboratory - The designated laboratory authorized by the City of Dinuba to test materials and work required by the contract.

State - The State of California

City - The City of Dinuba is governed through City Council approval. Owner - The City of Dinuba

Contractor - Any company or corporation entering into the Contract with the City of Dinuba to service and maintain the improvements embraced in these Specifications and accompanying Plans.

Other terms appearing in the Standard Specifications, the general provisions, and the special provisions will have the intent and meaning specified in Section 1, Definition of Terms of the Standard Specifications

Proposal Forms: All proposals must be made upon the proposal forms to be obtained from the City and attached to this Request for Proposals. All proposals must give the prices proposed, both in writing and figures, and must be signed by the bidder, with his/her address. If the proposal is made by an individual, his/her name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer.

Rejection of Proposals: Proposals may be rejected if they show any alterations of form, additions not caused for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind. The right is reserved to reject any and all proposals.

Award of Contract: The award of the contract, if it is awarded, will be made within thirty (30) days after the opening of the proposals.

The City reserves the right to waive minor irregularities in any bid proposal that does not, in the judgment of the City, make a material difference in bid proposal consideration.

Execution of Contract: The Contract will be signed by the successful bidder and returned, together with the insurance certificates within ten (10) days, including Sundays and legal holidays, after the bidder has received notice that the Contract has been awarded. No proposal will be considered binding upon the City until the execution of the Contract.

Failure to execute the Contract and file acceptable certificates as provided herein within the (10) days, including Sundays and legal holidays, after the bidder has received notice that the Contract has been awarded, will be just cause for the annulment of the award and the forfeiture of the proposal guarantee.

The Contractor will submit to the City for approval, seven (7) days in advance of the start of work, a schedule indicating the dates and various operations involved in this Contract will be started and finished. Once the City has approved the schedule of work, the Contractor will adhere to the schedule as far as is practical. The City will be notified of any major variations from the approved schedule. Compensation for preparing, submitting, modifying the schedule for the City's approval, and adhering to the schedule of work as approved and amended will be included in the price paid for other items of work.

Bid Prices: The bidder will include the entire cost of the work in his/her bid prices, and it is understood and agreed that there is included in such prices the cost of labor, materials and equipment and all incidental expense of whatever nature necessary to complete the work required in the Technical Specifications and Special Provisions and that no further payment will be made therefore, except where force account work is authorized by the City.

Alterations: By mutual consent in writing of the parties signatory to the Contract, alterations or deviations, increases or decreases, additions or omissions, in the Specifications may be made. The same will in no way affect or make void the Contract.

The City reserves the right to increase or decrease the quantity of any item or portion of the work.

Whenever an article, material, manufacturer or dealer is specified by the City to be used in repair or maintenance, it is the Contractor's obligation to meet or exceed these specifications.

Removal of Obstructions: The Contractor will remove and dispose of all debris, plant material or other obstructions of any character in areas of the proposed work, as required by the City. In addition, the Contractor will diligently continue cleanup operations during the performance of the contract so as to maintain the site in a neat and orderly fashion.

Public Utilities: It will be the Contractor's sole responsibility to ascertain the existence of any underground improvements or facilities which may be subjected to damage by reason of his/her operations. Prior to commencing any excavation, the Contractor will notify Underground Service Alert (USA) and any other utility agencies as may be known to exist in the area so as to allow them adequate time to properly mark the approximate locations of their facilities in the field.

Nothing in this section will be constructed as a waiver, or impairment of any of the City's rights under the Contract, or of any other recourse provided by the law.

Inspection: Whenever the Contractor varies the period during which work is carried on each day, he/she will give due notice to the City Representative, so that proper inspection may be provided.

Programming Work and Maintaining Traffic When and if Required: The Contractor will furnish: warning signs, barricades, traffic cones or other safety devices as necessary to adequately warn the public at all times. The Contractor will also erect and maintain such warning and directional signs as required by the City. No additional payment will be made for conformance to the provisions of this section, unless otherwise specified in the Special Provisions.

Performance Bond

A cashier's check, certified check or bidders bond for the amount of \$5,000 shall accompany each proposal, drawn payable to order of the City of Dinuba, as a guarantee that the Contractor will, after being notified of the acceptance of his/her proposal, enter into a contract with the City of Dinuba in accordance therewith, and will furnish the required Contractors bonds. The bonds required of the successful respondent are a faithful performance bond in an amount equal to 40% of said proposal in accordance with the provisions of 3247-3251 of the California Civil Code. If the successful respondent fails to execute the Contract for which the proposal is accepted and fails to furnish the required bonds within (10) days after the mailing of notice of the award of the Contract to the successful respondent, the City of Dinuba shall have just cause for annulment of the award and forfeiture of the proposal guarantee. In this case, the City of Dinuba reserves the right to award the Contract to one of the other respondents or reject all proposals.

Immediately following the actual execution of the Contract and furnishing of the required Contractors bonds, the City of Dinuba will return the respondents guarantees accompanying the other proposals. All proposals are to be made on the forms to be furnished by the City.

Public Liability Insurance: As a condition precedent and prior to commencement of the work to be performed pursuant to this Contract, the Contractor will furnish to the City a Certificate of Insurance with separate endorsements evidencing the following minimum insurance coverage:

1. Automobile Liability: Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident.
2. Workers Compensation and Employers Liability: Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Contractors Pollution Liability: Pollution Coverage shall be provided on a Contractors Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than one million dollars (\$1,000,000) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal site.

The cost of providing this insurance requirement will be borne by the Contractor. All liability insurance policies will bear an endorsement or will have attached a rider whereby it is provided that in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City will be notified

by registered mail, return receipt requested, giving it sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than thirty (30) days before the expiration or cancellation becomes effective.

The Contractor will furnish the City with certificates of insurance and with original endorsements affecting coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City and are to be received and approved by the City before work commences.

The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

The Contractor will include all subcontractors as insured under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated herein.

Indemnification: Contractor shall indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Suspension of Contract: If at any time in the opinion of the City that the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the Contract, written notice thereof in writing will be served upon him/her and should he/she neglect or refuse to provide means for satisfactory compliance with the Contract, as directed by the City, within the time specified in such notice, the City in any such case will have the power to suspend the operation of the Contract. Upon receiving notice of such suspension, the Contractor will discontinue said work, or such parts of it as the City may designate.

Upon such suspension, the Contractor's control will terminate and thereupon the City or its duly authorized representative may employ other parties to carry the Contract to completion, employ the necessary workforce, substitute other machinery or materials, and purchase of materials contracted for, in such manner as the City may deem proper or the City may annul and cancel the Contract and delete the work or any part thereof. Any excess of cost arising therefrom over and above the Contract price will be charged against the Contractor and his/her sureties who will be liable therefore. In the event of such suspension, all money due the Contractor will be forfeited to the City, but such forfeiture will not release the Contractor or his/her sureties from liability or failure to fulfill the Contract. The Contractor and his/her sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the Contract price, arising from the suspension of the operations of the Contract and the completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the Contract as to warrant the suspension/annulment thereof, the decision of the City will be binding on all parties to the Contract.

Measurement: Payment for work done under this Contract will be made on the basis of the sums as calculated and the agreed unit and lump sum prices as set forth on the Bidder's Proposal. Wherever work called for and described in the Technical Specifications and Special Provisions is not specifically covered in the bid items, payment for such work will be considered included in the other Contract items. No adjustment in unit prices for any item of work will be made for increases or decreases in the Contract quantity for said items.

Monthly Payments: The City will, once in each month, pay each item in the Contract Bid Schedule for the period indicated by the contract subject to satisfactory performance and City determination of all items.

Extra and Force Account Work: Extra work as defined in Standard Specifications, when ordered and accepted will be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon by the Contractor and the Community Services Manager, or by force account.

If the work is done on force account, the Contractor will receive actual cost of all labor and materials furnished by him/her as shown by his/her paid vouchers, and 15 percent and for all labor and equipment that are necessary, which will have been previously determined and agreed to in writing by the City Representative and by the Contractor, and 15 percent provided, however, that the City reserves the right to furnish such materials required as it deems expedient and the Contractor will have no claim for profit on the cost of such materials. The price paid for labor will include any compensation insurance paid by the Contractor.

Extension of Work beyond the Contract Period: The City reserves the right to extend this contract on a month-to-month basis. Upon mutual consent with the Contractor the City may extend this contract on an annual basis and adjust the contract price by the Consumer Price Index (CPI) for the US Cities Average.

SPECIAL
PROVISIONS

Standards

The work to be done under these provisions consists of furnishing all labor, services, tools, equipment, and materials. City of Dinuba - Landscape Maintenance of:

BID SCHEDULE:	TOTAL PRICE:
1. Alice Park: West North and Alice Avenue	_____
2. Alta/Lindara Landscape: Alta Avenue and Lindara Avenue	_____
3. Alta Mission Estate: Alta Avenue north of Avenue 408	_____
4. Quail Run Subdivision	_____
5. Centennial Park/Water tower: Rd. 72 and Sierra Way	_____
6. Chamber Park: Across the street from 210 North "L" Street	_____
7. City Hall Park: E El Monte Way and Easton Avenue	_____
8. Community Center Landscape: 1390 E. Elizabeth Way	_____
9. Country Club Estate Landscape Strip: El Monte Way and Lillie Avenue	_____
10. Crawford Landscape Strip: Magnolia to Sierra Way	_____
11. Dinuba Fire Department Crawford Landscape Strip: Magnolia to Sierra Way	_____
12. Dinuba Justice Facility: 640 & 680 South Alta Avenue	_____
13. Downtown Dinuba Streetscape: Tulare St. from "K" to "M" St. "L" St. from Fresno to Ventura St. Shoppers Alley "K" Street Parking Lot "M" Street Parking Lot	_____
14. Entertainment Plaza: "L" St. and "M" St. between Kern St. and Ventura St. "M" St. Ventura St. Parking Lot Kern St./"M"- "L" St. Theater Parking Lot "L" St./ Kern Street Market Parking Lot	_____
15. Felix Delgado Park and Triangle : Vassar Ave. and Green Street	_____
16. Gregory Park (College Park): College Avenue and "M" Street	_____
17. K/C Vista Park: Kamm Avenue and Crawford Avenue	_____
18. Luis Ruiz Park: Alta Avenue and Surabian Way	_____
19. Marshall Acres Basin/Landscape Strips: La Vista Avenue, Kamm Avenue and College Avenue	_____
20. Morningside Estate Median and Landscape Strips: Road 72 and El Monte Way	_____
21. Muirfield Landscape Strips & Paseos: Crawford Ave. and Sierra Way	_____
22. Muirfield Park (Dunbar Ave) and Basin (San Antonio & Kimes)	_____
23. Nebraska/Lincoln Ave. Landscape Strip: Nebraska Ave. and Lincoln Ave.	_____
24. Nebraska Park Basin: Nebraska Ave. and Oak Dr.	_____
25. Odwalla Ponding Basin: Crawford Ave. and Davis Ave.	_____
26. Pamela/Morningside Park/Ponding Basin: Pamela Lane	_____
27. Parkside Village Basin: Odessa Ave.	_____

- | | | |
|-----|--|-------|
| 28. | Parkside Village Landscape Strips, Median and Circle: Crawford Ave., San Antonio Avenue and El Paso Ave. | _____ |
| 29. | Peachwood Estate Ponding Basin: Alice Avenue and Lillie Avenue | _____ |
| 30. | Public Work Facility: 1088 East Kamm Avenue | _____ |
| 31. | Roosevelt Park (Community Center/baseball Fields): Elizabeth Way | _____ |
| 32. | Rose Ann Vuich Park: El Monte Way and McKinley Avenue | _____ |
| 33. | Rotary Park: Saginaw Avenue and Lincoln Avenue | _____ |
| 34. | Sierra Heights Landscape Strip: Kamm Avenue and Green Avenue | _____ |
| 35. | Sugar Plum Estates Landscape Strips and Median: Rd. 72 & Saginaw Ave. | _____ |
| 36. | Surabian Drive Median Landscape : Surabian Way/Alta Ave. | _____ |
| 37. | Tierra Vista Landscape Strip: Crawford Ave. & Gerald Ave. | _____ |
| 38. | Tuscany Landscape Strip: Nebraska Ave./Oak Drive | _____ |
| 39. | Villagio (Murano) Landscape Strip and Median: Rd. 72/Florence Ave. | _____ |
| 40. | Viscaya Parkway Landscape Strips and Medians: Nebrasks Ave. to Saginaw Ave. / Roundabout with Rosemary Medians | _____ |
| 41. | Viscaya landscape Strips on Saginaw: Euclid Ave. to Railroad Tracks | _____ |
| 42. | Viscaya Landscape Strips on Euclid Ave. | _____ |
| 43. | Viscaya Basin: Rosemary to Saginaw | _____ |
| 44. | Viscaya Landscape: Rosemary Street | _____ |
| 45. | Viscaya Landscape: Daisy Court Cul-de-sac | _____ |
| 46. | Waste Water Treatment Facility Landscaping | _____ |
| 47. | Well 15 | _____ |
| 48. | Well # 16 Landscape: 255 Kamm Avenue | _____ |
| 49. | Well # 18 Landscape: 820 North Euclid Avenue | _____ |
| 50. | Well # 20 | _____ |
| 51. | Rancho Vista | _____ |
| 52. | Briarwood Landscaping Strip | _____ |
| 53. | Parkside II | _____ |

TOTAL BID PRICE _____

The work will be performed by a Contractor who is licensed in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code

Pre-bid Meeting

A pre-bid meeting will be conducted for all prospective respondents at the City of Dinuba Community Center, 1390 E. Elizabeth Way, Dinuba, CA 93618. Participation at this meeting is not required, but attendance is strongly recommended for instruction in the preparation of the RFP document as well as a tour of all sites. The proper format of the document presented will be one of several criteria used in evaluations of the proposals.

Traffic Control and Public Safety (as Applicable)

Traffic Control: The Contractor will provide and maintain barricades, lights and other means as may be necessary to prevent accidents to the public, to direct traffic, protect workers and public from injury or damage due to any cause. Such work will conform to the Caltrans Manual of Warning Signs, Lights and Devices for use in Performance of Work upon Highways, latest revision.

Payment: Full compensation for conforming to the requirements of this Section will be considered as included in the price paid for other items of work and no additional compensation will be made therefore.

Private and Public Property

Protection: The Contractor will protect all private and public property and will replace, repair, or pay for any damage caused by negligent or substandard work related to this Contract, either directly or indirectly.

Permits and Fees

Business License: The Contractor and all his/her subcontractors will obtain a business license from the City of Dinuba for all work within the City limits. Full compensation to conform to this Section will be included in the Contract lump sum price. No additional compensation will be made therefore.

The Contractor will at his/her own expenses procure all other permits, certificates and licenses required of him/her by law for the execution of his/her work. The Contractor will comply with all State and Local laws, ordinances and rules and regulations relating to the performance of the work and will file all reports as required in connection with the project. Copies of all records will be sent to the City representative, in addition to the respective agency.

Contractor's Qualifications

The Contractor will be licensed in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code, and will certify under the penalty of perjury in his/her proposal that said license is current and valid for the work to be performed.

Licenses/Certifications

Copy of State of California C-27 Landscape Contractor License and an Applicator's Certification

Qualified Applicators License (QAL)

Certified Landscape Irrigation Auditor

(CLIA)

Certified landscape irrigation auditors are involved in the quantification of landscape irrigation water use. CLIAs:

- Collect site data.
- Make maintenance recommendations and perform minor repairs.
- Perform field measurements and observations.
- Determine irrigation uniformity and efficiency.
- Develop a basic irrigation schedule.
- Work with a water manager or property owner to manage overall irrigation water use.

Disposal of Materials

The Contractor will provide for the disposal of all landscape refuse materials including trash, dirt, leaves, grass clippings, weeds, brush, concrete, oil, sand, and asphalt concrete materials. It will be the Contractor's responsibility to locate and transport such materials to a City approved dump site.

Contractor's Equipment and Materials and Storage

The Contractor will provide adequate equipment and means for the work. The Contractor will remove such equipment and/or materials when the equipment is unsuitable for performing the work or unsatisfactory, including equipment which is obsolete, in bad repair, or worn out.

Contractor's Employees Uniforms and Clothing

The Contractor's employees shall wear uniform shirts that have the Contractor's company name and the employee's first name clearly displayed on the shirt. All shirts worn by Contractor's employees shall be of the same color, material and style.

The Contractor's employees shall, when working on medians or in other vehicle traffic areas, be required to wear yellow/orange safety vests over their uniforms.

The Contractor's employees shall wear hard-soled shoes at all times while on duty. Soft soled shoes such as such athletic shoes and similar footwear shall not be permitted.

Notification

The Contractor will supply the Owner with a list of at least two persons, together with their address and home telephone numbers, who are authorized to act on behalf of the Contractor in an emergency arising out of conditions at the work site after normal working hours.

Bidder 'examination of Site

The bidder will examine the sites prior to submission of his/her bid and appraise himself/herself of all site conditions that exist and that must be accounted for during the performance of the work, and he/she will include this in the cost. Cost for this work will be included in the various bid items and no additional compensation will be made therefore.

SECTION THREE

TECHNICAL SPECIFICATIONS LANDSCAPE MAINTENANCE SPECIFICATIONS AND STANDARDS

Irrigation

Irrigation will be done with the use of automatic or manual sprinkler systems where available and operable. Failure of an existing system to provide full and adequate coverage will be the City's responsibility to provide proper coverage. Exclusions will be identified in descriptions of areas. It is Contractor's responsibility to make the City aware of all irrigation needs and repairs.

1. Maintenance: The City will maintain all sprinkler systems in such a way as to give proper coverage and full working capacity, making whatever adjustments necessary to prevent excessive run off into streets or other areas not intended to be irrigated. Care will be taken to prevent wasting water, causing soil erosion, or allowing seepage into existing underground improvements or structures.

The City is responsible for the repair and maintenance of all irrigation controllers. Furthermore, the City is responsible for setting and adjusting all irrigation controllers as needed during each calendar year. Water will not be allowed to accumulate on sidewalks, streets, or in parking lots, nor spray on buildings or windows. The City will ensure that casual standing water and watering times do not conflict with normal business hours.

2. Inspection: The City will, at least once a week, inspect all areas covered by an automatic irrigation system for any malfunction. Approximately 30 days prior to the conclusion of the Contract, a comprehensive test of all irrigation systems will be made by a Parks and Community Services representative. Any repairs deemed the Contractor's responsibility will be made by the Contractor prior to the end of the contract period.

If the repairs are not to City standards, deductions will be made in the final contract Payment to cover the cost of eliminating the discrepancies determined by the City representative.

3. Repairs: Irrigation systems which are damaged or altered in any way as a result of work performed under this Contract will be repaired or replaced in kind and in an approved manner by the Contractor. Repairs will be made immediately after damage or alteration occurs, unless otherwise directed. Cost of such repairs is the responsibility of the Contractor.

For repairs not made, or not made to the satisfaction of the City representative, the work will be done by others and billed to the Contractor.

Operation:

Turf: All turf areas will be irrigated as needed to maintain a uniform healthy growth pattern and promote deep root growth. \water will be applied in short cycles to prevent water runoff into streets. Care will be taken to not over water or saturate any soil.

Irrigation to turf and ground cover areas is to be applied prior to 8:00 am where possible, to lower the risk of fungus in cool season turf.

Ground Cover: Sufficient amounts of water will be applied to ground cover areas to maintain a healthy growth pattern and promote deep rooting. Care will be taken to not over water or saturate soil.

Banks and Slopes: Sloped landscape areas to be irrigated Monday Through Friday as required to maintain horticultural acceptable growth and color.

Shrubs and Trees: All shrubs and trees will be irrigated as needed to maintain healthy growth and promote deep rooting. Care will be taken to not over water.

Irrigation application rates will be adjusted according to shrubs or tree types and seasonal weather conditions. Deep watering for root growth is encouraged, and surface run off will be kept at a minimum.

Newly Planted Trees, Shrubs, Ground Cover and Turf: All newly planted areas are to receive special attention until plants are established. Adequate irrigation is to be applied to promote normal, healthy growth. Water basins around newly planted shrubs and trees are to be used during establishment period.

Weed Control - General

For the purposes of this Specification, a weed will be considered to be any undesirable plant, or a plant growing out of place.

Landscaping within the specified maintenance areas including lawns, shrubs, and ground cover beds, planters, open ground, banks, slopes, and tree wells will be kept weed free at all times. Complete removal of all weed growth is to be accomplished on a continuous basis during the complete Contract period. Weeds may be controlled by mechanical methods, or chemical methods at the discretion of the Contractor. Weeds reaching a height of 6" must be physically removed from landscaped areas.

- a. Use of Chemical Herbicides for Weed Control: The Contractor will abide by all rules and regulations of the California State Department of Food and Agriculture, Department of Health, and Department of Industrial Relations regarding the safe application of herbicides under this Contract. Care will be taken to ensure the safety of the public and the Contractor's employees during chemical weed control operations. The City of Dinuba may restrict the use of chemical weed control in certain areas.

NOTE: Great care will be taken by the Contractor to avoid herbicide drift onto non-targeted plants.

The Contractor will maintain a commercial license, Qualified Applicators License (QAL or QAC) for application of chemical herbicides.

The Contractor will maintain a chemical log record to be reported to appropriate agencies and submit a monthly report to the City of Dinuba Community Services Department Manager.

Chemicals

City reserves the right to reject any chemicals Contractor and/or their subcontractors purpose to use, prior to or during actual use. Material Safety Data Sheets (M.S.D.S) shall be provided to City at least one (1) week prior to use of that chemical.

Materials shall be non-staining, non-corrosive and shall not leave a flammable residue. Contractor shall not use pesticides in Category I (no chemicals with LD50 levels lower than 500 mg/kg). These would include, but not be limited to, several organophosphates and carbamate possessing high mammalian toxicity due to their intense anticholinesterase activity. Pesticides in Category II may be used with the authorization of the Parks & Recreation Director or a designated representative.

Diseases and Pest Control

The Contractor and/or City will regularly inspect all landscaped areas for the presence of disease, insect, or rodent infestation. The Contractor will notify the City representative within three (3) days of finding such a condition, outlining identification and control measure to be taken. Upon approval of the City representative, the Contractor will implement the approved control measures utilizing all safeguards necessary to protect the public and Contractor's employees.

1. Use of Chemical Pesticides: All rules of the California State Department of Food and Agriculture, Department of Health, and Department of Industrial Relations regarding safe application of pesticides under this contract will be observed.

When using rodent chemicals, or pesticides, great care must be taken to avoid contact with non-target organisms.

The Contractor will maintain a commercial license (QAL or QAC) for application of chemical pesticides. Copies of pesticide usage logs/journals will be provided to the City on a monthly basis, or when the Contractor experiences staff changes related to licensed pesticide applicators.

Pruning - General

All shrubs, trees, and ground cover plants growing in the work area will be pruned as required to maintain plants in a healthy growing condition. Pruning is to be done in a manner which promotes the plant's natural growth characteristics. Hedging, shearing, or other severe pruning will not be allowed without prior approval by the City.

Plant growth is to be kept within reasonable bounds to prevent its encroachment in passageways, and streets. Clear view of traffic signs and intersections is to be maintained at all times.

All dead, dying or damaged branches will be removed on a weekly basis. Using sharp pruning tools, all cuts will be made cleanly with no stub or projections remaining. Any pruning cut of over 1" in diameter will be sealed with an approved pruning paint or asphalt emulsion.

1. Trees: The Contractor will comply with adopted standards in the Dinuba Street Tree Master Plan. The Contractor will be responsible for all tree pruning in contracted maintenance areas. All trees are to be maintained in their natural shape.

Canopy clearance above walks of 7'-0" and above streets of 14'-6" is to be maintained for pedestrian and traffic safety. Tree: will be pruned away from buildings and other structures to prevent possible structural damage and visual obstruction of signs. All tree branches will be trimmed or cut back as necessary to allow visibility of all Regulatory and Street name signs.

Newly planted trees that do not have trunk caliber sufficient to support the tree will be staked, pruned, and shaped to promote their eventual development into a strong, healthy, representative of their species. Until young trees are strong enough to stand alone, they will be flex-tied between two approved 2" x 2" x 8' or 2" diameter lodge pole pine treated tree stakes. Also, two (2) approved tree ties will be used to secure and protect young trees. Trunk protectors will be used to protect the base of young trees. Tree ties are to be inspected often for signs of girdling or abrasion. Stakes will be removed when trees have sufficient strength to support themselves. Triple staking may be required in heavy traffic areas.

The Contractor will bring to the City representative's attention within 24 hours any tree which shows signs of root heaving, leaning, having hanger limbs, or in some manner constituting a safety hazard. It will be required to correct any problem short of removal and replacement of any tree.

Replacement of Plant Material

1. The Contractor will notify the City of Dinuba Community Services Department Manager within four (4) days of the loss of the plant material due to any cause.
2. The Contractor will supply all labor and materials to replace any tree, shrub, turf, or ground cover damaged or lost through the Contractor's faulty maintenance or negligence. The size and species of replacement plant material will be determined by the City of Dinuba Community Services Department Manager.
When there is a difference between the tree lost and the replacement tree, the difference will be deducted from the Contract payment. The value will be determined using the latest America Shade Tree Conference guidelines.
3. Any plants damaged or lost through theft, vehicular damage, act of God, or other mysterious causes, that is not the responsibility of the Contractor, will be replaced in kind and size as determined by the City representative. The Contractor will supply the labor; the City will be responsible for the cost of the plant material.

From time to time it may be necessary or desirable to replace some plants to enhance the overall appearance of a site. Any such replacements will be at the City of Dinuba Community Services Department Manager discretion. The Contractor will supply the labor and the City will be responsible for the cost of the plant material.

MAINTENANCE SCHEDULE FOR TURF AREAS

SCHEDULE KEY

SCHEDULE (A) A full twelve month (January-December) period, mowing every week

SCHEDULE (B) Sports field will be mowed twice a week, February 1st thru October 31st.

Turf Maintenance

1. Mowing: All lawn areas in this contract will be mowed with power-propelled reel or rotary-type mowers. Mowers will be adjusted and maintained to provide a smooth, uniform cut with no ridges or depressions. Grass clippings will be removed during mowing operations.

All mowers are to be cleaned prior to each mowing to avoid a possible weed invasion.

Mowing will be performed so that no more than 1/3 of the grass blade is removed per frequency in returning the grass to acceptable height for the species being mowed.

Mowing height of turf will be determined by City of Dinuba Community Services Department Manager at each site.

All turf areas are to be mowed on a preset day. Any changes to this schedule must be approved in advance by the City of Dinuba Community Services Department Manager. Changes may be made by City of Dinuba Community Services Department Manager or City representative to mowing schedule due to special

events or activities.

During periods of heavy growth more than one mowing per week may be required in high maintenance areas. Any additional required mowing will be part of the Contract maintenance bid.

2. Bermuda Invasion in Cool Season Turf Area: The Contractor will take preventive measures to restrict the invasion of cool season turf by Bermuda grass. Should the City representative determine that Bermuda grass invasion has exceeded one square foot, the Contractor will spray out the area and re-sod with compatible turf.
3. Edging: All turf adjacent to improved surfaces, will be edged a minimum of once every second mowing. If no improved surface exists, turf edges will be maintained where the turf abuts a shrub bed or property line, or to maintain turf delineation.

Ground Cover Maintenance

1. All areas planted in ground cover will be adequately irrigated and fertilized to maintain vigorous growth.
2. Downtown ground cover beds will be edged every other week to keep them in their intended space. Ground cover beds will have all trash or debris removed each week. Ground covers will not be allowed to encroach into lawns, shrub beds, or other areas deemed as undesirable by the City representative.
3. Pine needles and tree debris which falls into ground cover areas must be removed as per frequency bid.
4. Ground cover plants will be periodically thinned and pruned for vigorous growth and overall appearance of the site. The spaces between plants will be regularly cultivated.
5. Periodic replanting will be required to maintain ground cover continuity. All replacements are to be approved by the City representative.

Debris Removal and Cleanup

Blowing of sidewalks, curbs and entrances and parking lot areas will be done as per Frequency bid. In cases where blowing is insufficient to clean up after the Contractor's operations, it will be push broom due to water restrictions. Litter and leaf pick-up shall be performed as needed to maintain a neat and clear appearance.

Inclement Weather

Contractor shall not work or perform any operations during inclement weather, which may destroy or damage ground cover or turf areas. Contractor shall contact the City representative for the determination of non-operation conditions.

TO THE CITY OF DINUBA

The undersigned declares that he/she has carefully examined the location of the proposed work, which he/she has carefully examined the Plans and Specifications and hereby proposes to furnish all materials and do all the work required to complete the said work in accordance with said Plans and Specifications, for the prices, as listed on the following pages for the following project: