

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT (hereinafter referred to as the "Agreement"), dated April 19, 2016, by and between CITY OF FAIRFIELD, party of the first part, (hereinafter called the "CITY"), and DOMINGUEZ LANDSCAPE SERVICES, INC., party of the second part, (hereinafter called the "CONTRACTOR").

RECITALS:

WHEREAS, the CITY is the owner of real properties in the city known as

**LANDSCAPE MAINTENANCE OF VARIOUS NEIGHBORHOOD PARKS**

(hereinafter referred to as the "Property") made a part of this Agreement by reference; and

Whereas, the CITY and CONTRACTOR have agreed that CONTRACTOR shall be responsible for the actual maintenance of certain (the "Improvements"), to wit, the landscaping, and the costs therefore shall be paid to CONTRACTOR by the CITY, and that all other costs shall be paid by the CITY directly.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to assure continued maintenance and care of the Improvements installed in accordance with the plans previously approved by the CITY.

2. Properties Subject to Agreement. The properties as herein referred to, includes the areas outlined on plans available for review at City Hall.

2.1 Scope of Work. CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary and to perform all of the work described in the specifications all in accordance with the requirements and provisions of the following documents which are hereby made a part of this Agreement:

- |     |   |                           |
|-----|---|---------------------------|
| (a) | Specifications for Landscape Maintenance dated              | <u>September 23, 2015</u> |
| (b) | The accepted bid dated                                      | <u>October 20, 2015</u>   |
| (c) | Instructions to bidders,                                    | <u>September 23, 2015</u> |
| (d) | City of Fairfield Standard Specifications and details dated | January 1988              |
| (e) | Performance Bond dated                                      | <u>May 25, 2016</u>       |
| (f) | Labor and Materials Bond dated                              | <u>May 25, 2016</u>       |

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

3. Duty to Maintain Improvements. CONTRACTOR agrees to diligently maintain and care for the covered Improvements, using generally accepted methods for cultivation and watering in accordance with the standard of care and maintenance set forth in the "Special Provisions" hereto. The intent of such standard of care and maintenance is to provide for the life, growth, health and beauty of landscaping including cultivation, irrigation, trimming, spraying, fertilizing or treating for disease or injury to maintain the landscaping in a healthy, thriving, weed free condition, and to prevent it from deteriorating to the extent that its value as landscaping is reduced or destroyed.

4. Payment of Maintenance Costs. CONTRACTOR and the CITY agree that commencing January 1, 2016, the CITY will pay CONTRACTOR the Contract Sum plus any approved extras for maintaining the covered Improvements ("Covered Maintenance Cost", as defined below). On the tenth day of each month, CONTRACTOR shall deliver to the CITY a billing for the Covered Maintenance Costs incurred by CONTRACTOR for the previous month, together with supporting documentation therefore, and such costs shall be paid to CONTRACTOR within thirty (30) days of receipt of said invoice. As used herein, the term "Covered Maintenance Costs" shall mean the Contract Sums as bid by the CONTRACTOR and other costs and expenses approved by the CITY as Extra Work associated with the care and maintenance of the Covered Improvements hereto.

4.1 Contract Sum. The CONTRACTOR will accept, in full payment and compensation for the furnishing of said labor and materials, etc., as aforesaid, and doing all of the work contemplated and embraced in this Agreement, also for all loss or damage arising out of the nature of the work to be done under this Agreement, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said work during the twenty-four month Maintenance Period, for the sums not to exceed as follows:

**LANDSCAPE MAINTENANCE  
OF  
VARIOUS NEIGHBORHOOD PARKS**

**BASE BID**

Item No.	Item of Work	Unit	Quantity	Unit Price	Total Price
1.	Landscape Maintenance (Dover Park)	Month	24	\$1,699.91	\$40,797.84
2.	Landscape Maintenance (Dunnell Nature Park)	Month	24	\$1,099.94	\$26,398.56
3.	Landscape Maintenance (Gary Falati Park)	Month	24	\$1,399.93	\$33,598.32
4.	Landscape Maintenance (Hillview Park)	Month	24	\$1,099.94	\$26,398.56
5.	Landscape Maintenance (Lee Bell Park)	Month	24	\$1,399.93	\$33,598.32
6.	Landscape Maintenance (Mankas Park)	Month	24	\$1,239.94	\$29,758.56
7.	Landscape Maintenance (Meadow Park)	Month	24	\$859.96	\$20,639.04
8.	Landscape Maintenance (Dover Bike Trail)	Month	24	\$719.97	\$17,279.28
9.	Landscape Maintenance (Meadow Glen Park)	Month	24	\$399.98	\$9,599.52
10.	Landscape Maintenance (Rolling Hills Park)	Month	24	\$619.97	\$14,879.28
11.	Landscape Maintenance (Sunrise Park)	Month	24	\$1,359.93	\$32,638.32
12.	Landscape Maintenance (Camrose Bike Trail)	Month	24	\$151.99	\$3,647.76
13.	Landscape Maintenance (Tabor Park)	Month	24	\$1,259.94	\$30,238.56
14.	Landscape Maintenance (Tolenas Park)	Month	24	\$799.96	\$19,199.04
15.	Landscape Maintenance (Tot Lot (Kentucky))	Month	24	\$40.93	\$982.32
16.	Landscape Maintenance (Tot Lot (Utah))	Month	24	\$32.08	\$769.92
17.	Landscape Maintenance (Veterans Park)	Month	24	\$999.95	\$23,998.80
18.	Landscape Maintenance (Waterman Blvd & Hilborn Rd)	Month	24	\$100.00	\$2,400.00
19.	Landscape Maintenance (Woodcreek Park)	Month	24	\$1,100.29	\$26,406.96
<b>TOTAL BID:</b>					<b>\$393,228.96</b>

4.2 Extra Work.

On occasion, the CITY may ask the CONTRACTOR to perform work in addition to the regular duties. Prospective bidders are required to provide the following information, which will remain firm for the term of the contract:

METHOD OF PRICING IRRIGATION PARTS: Cost in addition to 40% markup.

\_\_\_\_\_.

\_\_\_\_\_.

EXTRA/EMERGENCY WORK, HOURLY RATE FOR ONE WORKER: \_\_\_\_\_.

Emergency work hourly rate is \$42.50

\_\_\_\_\_.

All extra work shall be approved in advance in writing by the CITY. The extra work proposal shall include the following: scope of work; cost of work; and time of completion. Unauthorized work shall be at the CONTRACTOR's expense. Prior to repairing any leaking irrigation pipe or sprinklers or performing any extra work that may be needed; the CONTRACTOR will provide a job estimate outlining the scope of work to be performed. Said work will be approved by the Landscape Maintenance Manager (LMM) prior to beginning work. The CITY reserves the rights to have another contractor perform extra work if the CONTRACTOR's proposal is not acceptable to the LMM.

5. Costs Paid by City.

5.1 The following costs shall be paid directly by the CITY:

5.1.1 All utility costs including, but not limited to: PG&E and water.

5.1.2 Cost of street light maintenance.

5.1.3 All other costs as may lawfully be covered by the CITY.

6. City May Maintain Landscaping.

6.1 Temporary Default. CONTRACTOR agrees that in the event CONTRACTOR fails to perform any of the duties specified in Paragraph 3, above, the CITY may elect to serve written notice of its intent to enter the area to promptly perform the required maintenance. Such notice shall be served personally, or by certified mail, return receipt requested, upon CONTRACTOR, at least fourteen (14) days in advance of the date when the CITY intends to enter the area for the purpose stated in this paragraph. CONTRACTOR may void the notice, and the CITY's right to enter and perform the maintenance, by promptly performing the required maintenance within the notice period

or, if such maintenance cannot be reasonably completed within such fourteen (14) day period, then CONTRACTOR shall contact the Public Works Director to obtain such additional time as is necessary. If additional time is obtained, CONTRACTOR shall immediately undertake necessary steps to perform said maintenance and shall diligently pursue the duties to completion within the time period agreed to by the Public Works Director. If CONTRACTOR fails to perform the required duties within the time period(s) specified by this paragraph, the CITY may enter upon the area for which proper notice has been served and perform such work as it considers reasonably necessary and proper to restore and/or maintain the landscaping. The CITY may act either through its own employees or through an independent contractor. The cost of such work shall be deducted from the amount owed to CONTRACTOR.

6.2 Continuing Default. CONTRACTOR agrees that in the event CONTRACTOR should default in the performance of the duties specified in Paragraph 3 herein for a continuous period of fourteen (14) days from Notice thereof to CONTRACTOR by the CITY and no additional time to cure such default has been given CONTRACTOR by the CITY, the CITY may elect to terminate this Agreement by serving written notice to CONTRACTOR of such termination and upon such termination, all maintenance of the Improvements shall be performed by or under the direction of the CITY.

6.3 Any contractor in default of previous contracts with the City of Fairfield within the last three years will not be allowed to enter a bid for this contract without approval of the City Engineer prior to bid opening.

7. Option to Renew. By mutual agreement, the CITY and the CONTRACTOR may enter into an agreement for extension of this Agreement for a period of an additional twenty four (24) months upon the same terms and conditions set forth herein with an negotiated adjustment not to exceed the October CPI, of the current contract year, for the San Francisco/Bay Area Urban Wage Earner. No more then two extensions will be granted of this Agreement. New work would be added at a cost increase agreed to by the Contractor and the City prior to beginning the work.

8. Hold Harmless Agreement. CONTRACTOR will indemnify, hold harmless, and assume defense of, in any actions of law or in equity, the CITY, its officers, employees, agents, and elective and appointive boards from all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, directly, or indirectly, arising from the operations of CONTRACTOR, any subcontractor, or of any person directly or indirectly employed by, or acting as agent for CONTRACTOR, his subcontractor, in connection with the work to be performed under this Agreement, but not including the sole or active negligence or willful misconduct of the CITY. Subject to any applicable statutes of limitations, this indemnification shall extend to claims, losses, damage, injury, and liability for injuries occurring after completion of the aforesaid operations as well as during the work's progress. Acceptance of insurance certificates required under this Agreement does not relieve CONTRACTOR from liability under this indemnity and hold harmless clause. This indemnity and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of CONTRACTOR's, or any subcontractor's operations regardless of whether or not such

insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

9. Contractor's Insurance. CONTRACTOR shall not commence work under this Agreement or permit his subcontractor to commence work there under until CONTRACTOR shall have obtained or caused to be obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form, amount, and carrier. CONTRACTOR shall not allow any subcontractor to commence work on his subcontract until all insurance required of the CONTRACTOR or subcontractor shall have been so obtained and approved. Said insurance shall be maintained in force and effect during the performance of work under this Agreement. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements, and shall specifically bind the insurance carrier.

(a). Workers' Compensation Insurance: CONTRACTOR shall obtain and maintain (or cause to be obtained and maintained) workers' compensation insurance for all CONTRACTOR's employees employed to maintain the Improvements. Proof of a qualified self-insurance program is acceptable. CONTRACTOR shall require any contractor or subcontractor similarly to provide workers' compensation insurance for all CONTRACTOR's or subcontractor's employees, unless such employees are covered by the protection afforded to CONTRACTOR. In case any class of employees engaged in work under this Agreement on the Properties is not protected under any workers' compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR hereby agrees to indemnify CITY for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance. CONTRACTOR shall provide the Public Works Director with a certificate of insurance indicating workers' compensation coverage prior to engaging in any activity required by this Agreement.

(b). Liability Insurance: CONTRACTOR shall obtain and keep in full force and effect during the term of this Agreement broad form property damage, personal injury, automobile, employers', and comprehensive form liability insurance in the amount of \$3,000,000 per occurrence provided: (1) that the CITY, its officers, agents, and employees shall be added as insureds under the policy; (2) that the policy shall stipulate that this insurance will operate as primary insurance as it relates to any insurance carried by the City; and (3) no other insurance effected by the CITY will be called upon to cover a loss covered thereunder. In the event that any of the aforesaid insurance policies provided for in this Paragraph 9 insures any entity, persons, boards, or commissions other than those mentioned in this paragraph, such policy shall contain a standard form of cross-liability endorsement, insuring on such policy CITY, its elective and appointive boards, commissions, officers, agents, and employees, CONTRACTOR and any subcontractor performing work covered by this Agreement.

10. Certificates of Insurance. CONTRACTOR shall file with CITY's Public Works Director upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement, without thirty (30) days written notice to the Public Works Director prior to the effective date of such cancellation, or change in coverage.

CONTRACTOR shall file with the Public Works Director concurrent with the execution of this Agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.

11. Contractor not Agent of City. Neither CONTRACTOR nor any of CONTRACTOR's agents, contractors, or subcontractors are or shall be considered to be agents of CITY in connection with the performance of CONTRACTOR's obligations under this Agreement.

12. No employee of the City of Fairfield shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the CITY if this provision is violated.

13. Termination of Contract by the City. The CITY reserves the right to terminate the contract for convenience, for any reason or for no reason, at the CITY's sole discretion but not the performance of the CONTRACTOR. The CONTRACTOR is entitled to receive payment for work completed. Reasonable overhead and profit will be recognized for work completed. However, no allowances or compensation will be granted for the loss of any anticipated profit by the CONTRACTOR. Notice of the CITY's intent to terminate will be given ten (10) days prior by registered mail. Notice of termination will be followed after the tenth (10th) day. The CONTRACTOR will be required to remove all materials and personal property belonging to the CONTRACTOR with the ten (10) days.

14. Notices. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to CITY shall be addressed as follows:

City Engineer  
Fairfield City Hall  
1000 Webster Street  
Fairfield, California 94533

Notices required to be given to CONTRACTOR shall be addressed as follows:

8376 Rovana Circle  
Sacramento, Ca 95828  
(916) 381-8855

Any party or the surety may change such address by notices in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

15. Miscellaneous Terms and Provisions.

- (a) If any of this Agreement is adjudged invalid, the remaining provisions of it are not affected.
- (b) Notice to Contractor shall be considered to have been given to CONTRACTOR when sent to the address as stated above.
- (c) This writing contains a full, final, and exclusive statement of the Contract of the parties.
- (d) By executing this Agreement, CONTRACTOR authorizes and grants to the CITY or anyone acting on the CITY's behalf permission to enter upon the Properties subject to this Agreement to perform inspections and/or to perform any work authorized by this Agreement in the event of default by CONTRACTOR.

16. Local Employment Policy. "The City of Fairfield desires wherever possible, to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Solano County.

The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, City of residence, and ethnic origin."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth opposite their respective signatures.


ATTEST:

CITY OF FAIRFIELD

By:   
City Clerk

By:   
City Manager COM

Dominguez Landscape Services Inc  
CONTRACTOR

By:   
President  
Title



### EDD REPORTING REQUIREMENTS CHECKLIST

As per SB 542 (Burton/Schiff 09-27-1999), effective January 1, 2001, the State Employment Development Department (EDD) requires the following:

**Please complete the following:** (To be completed by the department)

Department/Division: _____	Date of Contract: _____
Authorized by Res. No.: _____	Contract Expiration Date: _____
Person Reviewing EDD Requirements: _____	Phone: _____

**EDD REPORTING REQUIREMENTS.** When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, the CONSULTANT who is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation, or other form of organization shall provide the following information to CITY to comply with EDD reporting requirements.

- A. If CONSULTANT is doing business as a sole proprietorship, then CONSULTANT shall provide the full name, address, social security number, and home/business phone number.
- B. If CONSULTANT is doing business as other than a sole proprietorship, then CONSULTANT shall provide CONSULTANT's business/organization name, address, federal tax identification number, and business/organization phone number.

\*\*\*\*\*

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, we require you to complete Box 1 AND Box 2 below. Please indicate the type of business and provide the information requested:

**Box 1**

NAME AND ADDRESS	
FULL NAME	Dominguez Landscape Services Inc.
ADDRESS	8376 Rovana Circle
CITY, STATE, ZIP	Sacramento CA 95828
PHONE NUMBER	916-381-8855

**Box 2**

✓ BOX	TYPE OF BUSINESS	SSN/TIN	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
<input type="checkbox"/>	SOLE PROPRIETORSHIP	SSN only	Name is box 1 must match SSN
<input type="checkbox"/>	PARTNERSHIP	TIN	
<input type="checkbox"/>	LIMITED LIABILITY PARTNERSHIP	TIN	
<input checked="" type="checkbox"/>	CORPORATION	TIN	108-0230098
<input type="checkbox"/>	LIMITED LIABILITY CORPORATION	TIN	
<input type="checkbox"/>	NON-PROFIT CORPORATION	TIN	
<input type="checkbox"/>	OTHER FORM OF ORGANIZATION	TIN	

**PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD**

CITY OF FAIRFIELD

RESOLUTION NO. 2016 - 76

RESOLUTION OF THE CITY COUNCIL APPROVING THE SPECIFICATIONS, REJECTING THE BID FROM PACIFIC COAST LANDSCAPE & DESIGN, AND AWARDING A CONTRACT TO DOMINGUEZ LANDSCAPE SERVICES, INC. FOR THE LANDSCAPE MAINTENANCE OF VARIOUS NEIGHBORHOOD PARKS

WHEREAS, the bid opening for Landscape Maintenance for the Various Neighborhood Parks took place on October 20, 2015; and

WHEREAS, the bid from the apparent low bidder Pacific Coast Landscape & Design, Inc. has been withdrawn; and

WHEREAS, Dominguez Landscape Services, Inc. is the second lowest bidder, and

WHEREAS, and examination of Dominguez Landscape Services and their bid has found them to be responsive and responsible.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The specifications for the Landscape Maintenance of Various Neighborhood Parks are hereby approved.

Section 2. The City Manager is authorized and directed to enter into a contract with Dominguez Landscape Services, Inc. in the amount of \$393,228.96.

Section 3. The City Manager is authorized to implement the above-mentioned contract.

PASSED AND ADOPTED this 19<sup>th</sup> day of April, 2016, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Moy

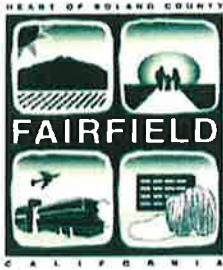
ABSTAIN: COUNCILMEMBERS: NONE

Mayor, F. Price  
MAYOR

ATTEST:

Karen L. Rees  
CITY CLERK

pw



# CITY OF FAIRFIELD

Founded 1856

Incorporated December 12, 1903

**FAIRFIELD CORPORATION YARD  
420 GREGORY STREET  
FAIRFIELD, CA 94533**

**707.428.7407  
FAX: 707.428.7638**

Home of  
Travis Air Force Base

## COUNCIL

Mayor  
Harry T. Price  
707 428 7395  
Vice-Mayor  
Pam Bartani  
707 429 6298  
Councilmembers  
707.428.6298

Catherine Moy

Chuck Timm

Rick Vaccaro

• • •

City Manager  
Stefan T. Chatwin  
707 428 7400

• • •

City Attorney  
Gregory W. Stepanicich  
707 428 7419

• • •

City Clerk  
Karen L. Rees  
707.428.7384

• • •

City Treasurer  
Arvinda Krishnan  
707 428.7036

## DEPARTMENTS

City Manager's Office  
707 428 7400

• • •

Community Development  
707 428.7461

• • •

Finance  
707 428 7036

• • •

Fire  
707 428 7375

• • •

Human Resources  
707.428.7394

• • •

Parks & Recreation  
707 428 7465

• • •

Police  
707 428 7362

• • •

Public Works  
707 428 7485

**PUBLIC WORKS DEPARTMENT  
Landscape Maintenance Division**

June 25, 2020

**Dominguez Landscape Services, Inc.  
Attn. Linda Dicke, CFO  
8376 Rovana Circle  
Sacramento, CA 95828**

**Re: Various Neighborhood Parks Landscape Maintenance Contract**

Dear Linda:

The City of Fairfield would like to extend the Various Neighborhood Parks Landscape Maintenance contract for an additional two-year term beginning July 1, 2020. At this time the City of Fairfield is prepared to offer an increase in the contract value commensurate with the October San Francisco Bay Area Wage Earners CPI in the amount of 3%.

This extension will include maintenance at Julia Berger Park for an additional \$698.00 per month.

The new contract value based on the aforementioned CPI and addition of maintenance at Julia Berger Park will be \$432,713.46 for 24 months, or \$18,029.73 per month. Please respond in writing with your intent to accept or decline this extension offer. Please provide a new bond if you choose to renew.

If you have any questions please feel free to contact me at (707) 428-7404.

Sincerely,

Mike Gray

Landscape Maintenance Manager

MWG/rv

cc. Tom Martian

**DOMINGUEZ**  
*Landscape*  
SERVICES INC.

MAILING ADDRESS:

P.O Box 292727, Sacramento, CA 95829-2727

8376 Rovana Circle, Sacramento, CA 95828

(916) 381-8855 Fax: (916) 381-4796

DLS@dominguezlandscape.net

June 21, 2018

Mike Gray  
City of Fairfield  
Public Works  
420 Gregory Street  
Fairfield, CA 94533

Re: Various Neighborhood Parks Landscape Maintenance Contract.

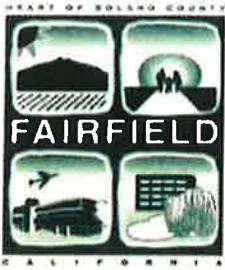
Dear Mr. Gray

We are in receipt of your letter dated June 21<sup>st</sup>, 2018 regarding the two year extension for the Various Neighborhood Parks Landscape Maintenance Contract, which commences on July 1<sup>st</sup>, 2018. We accept the extension and we will forward a performance bond reflecting the extension as soon as it is available.

Thank you for your business; it is a pleasure working with you and we look forward to continuing our working relationship.

Sincerely,

  
Robert Dominguez



# CITY OF FAIRFIELD

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420 GREGORY STREET  
FAIRFIELD, CA 94533

707.428.7407  
FAX: 707.428.7638

Home of  
Travis Air Force Base

PUBLIC WORKS DEPARTMENT  
Landscape Maintenance Division

June 21, 2018

Dominguez Landscape Services, Inc.  
Attn. Robert Dominguez, President  
8376 Rovana Circle  
Sacramento, CA 95828

Re: Various Neighborhood Parks Landscape Maintenance Contract

Dear Robert:

The City of Fairfield would like to extend the Various Neighborhood Parks landscape maintenance contract for an additional two-year term beginning July 1, 2018. At this time the City of Fairfield is prepared to offer an increase in the contract value commensurate with the October San Francisco Bay Area Wage Earners CPI in the amount of 2.7%.

The new contract value based on the aforementioned CPI will be \$403,846.14 for 24 months, or \$16826.92 per month. Please respond in writing with your intent to accept or decline this extension offer. Please provide a new bond if you choose to renew.

If you have any questions please feel free to contact me at (707) 428-7404

Sincerely,

Mike Gray

Landscape Maintenance Manager

MWG/rv

cc. Tom Martian

## COUNCIL

Mayor  
Harry T. Price  
707 428 7395

Vice-Mayor  
Chuck Timm  
707 429 6298

Councilmembers  
707 429 6298

Pam Bertani

Catherine Moy

Rick Vaccaro

•••

City Manager  
David A. White  
707 428 7400

•••

City Attorney  
Gregory W. Stepanicich  
707 428 7419

•••

City Clerk  
Karen L. Rees  
707 428 7384

•••

City Treasurer  
Arvinda Krishnan  
707 428 7498

## DEPARTMENTS

City Manager's Office  
707 428 7400

•••

Community Development  
707 428 7461

•••

Parks & Recreation  
707 428 7465

•••

Finance & Technology  
707 428 7498

•••

Fire  
707 428 7375

•••

Police  
707 428 7362

•••

Public Works  
707 428 7485



# CITY OF FAIRFIELD

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Home of  
Travis Air Force Base

## Department of Public Works

April 20, 2016

Dominguez Landscape Services Inc.  
8376 Rovana Circle  
Sacramento, CA 95828

Attention: Robert Dominguez

Subject: Various Neighborhood Parks

Dear Dominguez:

This is an official request to begin your services for the Various Neighborhood Parks May 1, 2016.

I can be reached at 707-428-7478 if you have any questions.

Sincerely,

**THOMAS MARTIAN**  
Public Works Manager

c: **Mike Gray**

RECEIVED  
APR 25 2016  
CORP. YARD

### COUNCIL

Mayor  
Harry T. Price  
707.428.7395

Vice-Mayor  
Chuck Timm  
707.428.6298

Councilmembers  
707.428.6298

Pam Bertani

Catherine Moy

Rick Vaccaro

• • •

City Manager  
David A. White  
707.428.7400

• • •

City Attorney  
Gregory W. Stepanicich  
707.428.7419

• • •

City Clerk  
Karen L. Rees  
707.428.7384

• • •

City Treasurer  
Oscar G. Reyes Jr.  
707.428.7498

### DEPARTMENTS

City Manager's Office  
707.428.7400

• • •

Community Development  
707.428.7461

• • •

Parks & Recreation  
707.428.7465

• • •

Finance & Technology  
707.428.7498

• • •

Fire  
707.428.7375

• • •

Police  
707.428.7362

• • •

Public Works  
707.428.7485

**LANDSCAPE MAINTENANCE  
FOR  
VARIOUS NEIGHBORHOOD PARKS**

**TECHNICAL PROVISIONS**

**LOCATION AND DESCRIPTION OF IMPROVEMENTS TO BE MAINTAINED**

The City desires to contract for landscape maintenance services at the following:

Dover Park	8.5 acres	Located at the intersection of East Travis Boulevard and Flamingo Street.
Dunnell Park	5.5 acres	Located at the intersection of Hilborn Road and Hillridge Drive.
Gary Falati Park	7 acres	Located at the intersection of Falati Lane and Joseph Gerevas Drive.
Hillview Park	5.5 acres	Located at the intersection of Marigold Drive and Atlantic Avenue.
Lee Bell Park	7 acres	Located at the intersection of Travis Boulevard and Washington Street.
Mankas Park	6.2 acres	Located on Owens Street and Mankas Boulevard.
Meadow Park	4.3 acres	Located at Harte Place and Meadowlark Drive.
Dover Bike Trail	3.6 acres	Located between Meadowlark Drive and Sanderling Drive.
Meadow Glen Park	2 acres	Located at the intersection of Hill Glenn Drive and Parkview terrace.
Rolling Hills Park	3.1 acres	Located at the intersection of Hilborn Road and Glenwood Drive.
Sunrise Park	6.8 acres	Located at the intersection of Camrose Avenue and Arlington Circle.
Camrose Bike Trail	.76 acre	Located on Camrose Avenue between Arlington Circle and Hartwick Lane.
Tabor Park	6.3 acres	Located on E. Tabor Road at the intersection Manor Place.
Tolenas Park	4 acres	Located at the intersection of Tolenas Road and Catlin Drive.
Tot Lot (Kentucky)	8,800 s.f.	Located in the 1700 block of Kentucky Street.
Tot Lot (Utah)	6865 s.f.	Located at the intersection of Utah Street and Hayes Street.
Veterans Park	5 acres	Located on Fairfield Avenue between Tabor Avenue and Stratford Lane.
Waterman Blvd. & Hilborn Road	0.5 Acre	Located on Waterman Blvd. and Hilborn Road
Woodcreek Park	5.5 acres	Located at Astoria Drive and Woodcreek Drive.

Note: The acreage shown above is an estimate. It is suggested that the contractor conduct his own field surveys.

The Contractor will be responsible for all irrigation systems beyond the water meter, plant material, trees, hardscapes, entry signs, high weed mowing of open space and any other requirements of these specifications.

The City of Fairfield desires to establish a two-year contract commencing on January 1, 2016. This contract may be extended for two additional two-year terms upon written consent of the contractual parties. There will be no more than two 2-year extensions. The contract is for the furnishing of all labor, materials, equipment and other services necessary for the complete maintenance of all landscape and irrigation areas and open spaces in accordance with the terms, conditions and specifications herein.

## 1) **LAWN CARE**

A) The Contractor shall maintain all lawn areas on the sites covered by this agreement in a healthy, growing condition by performing the following operations and other work incidental hereto.

### i) Aeration and Renovation

a. Lawn areas shall be aerated twice each year during the months of March and September (subject to change due to weather) and shall be renovated as necessary to retain current quality.

i. Aeration shall be done more frequently if necessary to maintain good water penetration.

ii. All sprinkler heads, quick couplers and other hard to see features within the lawn shall be flagged prior to aeration.

iii. A coring tine aerator (plugger) shall be used.

iv. Multiple passes shall be made with the aerating device to ensure that holes are no more than six (6) inches apart.

v. Tines shall penetrate at least 2 ½ inches deep. Plug removal is not necessary.

vi. Following aeration the Contractor shall reseed bare places or depressions in lawn areas after first bringing such depressions to grade level with top soil.

b. The Contractor must provide prior notification of planned turf renovation in order to receive credit for the work.

### ii) Replacement of Turf

a. The Contractor shall remove dead and irreparably damaged turf and Hard Fescue and replace it at his own expense when such death or damage is from any reason or source except major vandalism where the cost of replacement materials exceeds \$500 before mark-up.

b. In the event that such vandalism costs exceed \$500 before mark-up the Contractor shall be responsible for the first \$500 in materials and shall provide the labor to install at no additional cost. The City will be responsible only for that portion of the materials cost that exceeds \$500 before markup.



- c. The Contractor shall remove damaged turf and replace with sod within two weeks of a major vandalism event.

### iii) Mowing

- a. Contractor shall maintain turf with a consistent green appearance and healthy growing condition free of weeds.
- b. Lawns shall be mowed once every week or more often if necessary, unless otherwise specified, to maintain a neat, trim appearance.
- c. Contractor will remove all litter, branches and debris from each lawn area prior to mowing.
- d. Turf height shall be maintained at 3-inches during the summer and 2 ½ inches during the winter.
- e. Mowing directions shall be periodically alternated.
- f. "Scalping" of turf will not be permitted.
- g. Tufts of grass in corners or other areas that cannot be reached by a mower shall be mowed with a monofilament line trimmer.
- h. The Contractor may choose to use mulching blades on mowers; however, all excessive mowed clippings (as determined by the LMM) shall be removed from the job site on the same day.
- i. Mowing schedules shall be coordinated with the LMM.
- j. Any damage to the turf caused by a mower shall be the responsibility of the Contractor to make the repairs to the satisfaction of the LMM.

### iv) Edging

- a. Lawn edging will be performed with every mowing.
- b. Lawn edging against paved areas, around valve boxes and around other utility structures shall be kept neatly edged.
- c. Edges against fences and walls shall be sprayed, maintaining a 4-inch vegetation-free band.
- d. V-ditches bordering turf areas shall be edged.

### v) Blowing and Raking

- a. All hardscapes surfaces shall be blown free of clippings after every mowing and edging.
- b. Surfaces shall be blown free of leaf litter and other debris on an as-needed basis.

- c. All planter beds shall be blown or raked clear of all leaf litter; leaf litter shall be removed from the site.
- d. Vacuuming or sweeping may be employed instead of blowing.

vi) Tree Wells

- a. Tree wells in lawn areas shall be maintained free of turf and weeds at all times.

vii) Pest Control in Lawn Areas

- a. Lawn areas shall be kept free of weeds.
- b. The Contractor must provide prior notification of planned pesticide applications in order to receive credit for the work.
- c. Pre-Emergent Weed Control
  - i. Pre-emergent herbicide selection must be approved in advance by the LMM.
  - ii. Pre-emergent herbicide must be a broad-spectrum herbicide labeled for both broadleaf and grassy weeds.
  - iii. The contractor may use a tank mix of two or more herbicides to achieve the desired spectrum of control.
  - iv. The Contractor will apply an approved pre-emergent herbicide four times (4X) per year during the months of March, May, August and November (subject to change due to weather) to control broadleaf and grassy weeds.
- d. Post-Emergent Weed Control
  - i. The Contractor will spot treat with a post-emergent herbicide four times (4X) per year during the months of March, May, August and November (subject to change due to weather) to eradicate emerged broadleaf and grassy weeds.
- e. Turf diseases, weed and insect infestations and rodent infestations must be identified and controlled in a timely manner. Reapplication of control methods will be required to correct or control failed treatments.
- f. The Contractor shall exercise extreme care in the use of herbicides and insecticides to avoid harm to non-target plants, as well as non-target insects, such as bees.

viii) Irrigation

- a. Over-watering or under-watering, for whatever reason, must be corrected immediately upon notification.

- b. Some landscape area irrigation systems operate under the City's central irrigation (computerized) system; contact the LMM for programming requests in those areas.
  - c. Watering times shall begin after 9 pm and be completed before 6 am, wherever possible.
  - d. Irrigation controllers shall use repeat cycling where possible to allow water to soak in and prevent runoff or ponding.
- ix) Fertilizer Applications
- a. Turf will be fertilized four (4) times per year. Fertilization schedule is subject to change due to weather conditions. Schedule changes shall be coordinated with the LMM.
    - i. March – within one week following aeration, apply a balanced fertilizer approved by the LMM
    - ii. May – Apply fertilizer approved by the LMM
    - iii. September – within one week following aeration, apply a balanced fertilizer approved by the LMM
    - iv. November -- Apply fertilizer approved by the LMM
  - b. Fertilizer selection must be approved by LMM.

## **2) TREE CARE**

- A) The Contractor shall be responsible for all tree maintenance.
- i) Pruning
    - a. Trees shall be pruned two times (2X) per year during the months of March and December
    - b. The Contractor shall ensure that only professionally qualified personnel using approved methods and techniques perform pruning.
    - c. International Society of Arboriculture (ISA) pruning standards shall be used.
    - d. Excessive pruning or stubbing back shall not be permitted.
    - e. All pruning cuts shall maintain the branch bark ridge and shall be cleanly cut with no tearing of the bark. No flush cuts shall be permitted.
    - f. Trees shall be thinned out and shaped when necessary to prevent wind damage. Pruning shall maintain the tree's natural appearance.

- g. When directed by the LMM the Contractor shall prune trees away from neighboring residential and commercial properties.
  - h. Trees shall be pruned and shaped to avoid future problems of spread or wind damage.
  - i. Lower branches overhanging walkways or paths shall be raised to a height of seven (7) feet or as directed by the LMM.
  - j. Lower branches overhanging streets or driveways shall be raised to a height of twelve (12) feet or as directed by the LMM.
  - k. Suckers, water sprouts and other undesirable growth shall be removed.
  - l. Dead and damaged branches shall be removed
  - m. Pruning to remove a hazard shall be done immediately.
- ii) Pest Control
- a. The Contractor shall be responsible for all pest control on trees.
  - b. Insect infestations shall be treated, as directed by the LMM with an approved insecticide.
  - c. Mistletoe shall be controlled by pruning or spraying.
- iii) Staking and Guying
- a. The Contractor shall maintain stakes and guys and replace same, when needed with approved materials.
  - b. Contractor shall replace tree ties, as needed to provide support without chafing bark.
  - c. Additional stakes or ties shall be placed, as needed to prevent wind damage.
  - d. The Contractor shall remove stakes that are no longer needed by the trees with sufficient trunk caliper, upon approval from the LMM.
- iv) Tree Removal
- a. The Contractor will remove any tree that, in the sole opinion of the City's Certified Arborist, is unsafe, diseased or damaged beyond the point of recovery to a healthy form.
  - b. Tree removal will include stump grinding to a depth of 12-inches, or as determined by the LMM.
- v) Tree Replacement
- a. The Contractor shall remove any dead or damaged trees and, if directed, replace the same with trees of equivalent size and variety up to 15 gallons

when such death or damage is from any reason or source except major vandalism where the cost of replacement materials exceeds \$500 before mark-up.

- b. The Contractor is responsible for providing labor and equipment to plant all replacement trees under this contract.
- c. In the event that such vandalism costs exceed \$500 before mark-up the Contractor shall be responsible for the first \$500 in materials and shall provide the labor to install at no additional cost. The City will be responsible only for that portion of the materials cost that exceeds \$500 before markup.
- d. If, in the sole opinion of the City's Certified Arborist, tree failure is attributed to negligence on the part of the Contractor, the Contractor will replace the failed tree with a tree of like size, up to 24" box specimen.
- e. The Contractor shall annually furnish and plant **(25)** 15-gallon trees during the month of November throughout the sites, as directed. This includes all work necessary for proper installation of trees, including materials such as stakes and ties. The cost is inclusive in the total value of maintenance of this contract. Plant type and work shall be directed by the LMM. Planting shall be completed every year and arranged with the LMM. If plant material value exceeds \$150 per container before markup, then an adjustment may be made with proper documentation indicating the difference in cost.

### **3) SHRUB AND GROUND COVER CARE**

#### A) Shrub Pruning

- i) Shrubs shall be pruned at least three times (3X) per year during the months of April, July and October, subject to change due to weather. The Contractor may be required to prune more frequently if shrub growth encroaches on walkways, streets or signs or encumbers visibility.
- ii) Shrubs, when sheared, shall be tapered back to form a natural appearance; vertical edges shall not be allowed.
- iii) Shrubs and ground cover will be pruned to prevent encroachment on walkways, paths, curbs, paved areas and fence lines. Shrubs and ground cover shall be maintained inside the edges of curbs or planter bed borders.
- iv) Shrubs and ground cover shall be pruned to remove all dead or damaged growth.
- v) Where needed, ground cover shall be mowed twice per year in March and September to encourage healthy growth and allow for irrigation coverage.

#### B) Shrub Replacement

- i) The Contractor shall remove any dead or damaged shrubs and, if directed, replace the same with shrubs of equivalent size and variety up to 5 gallons when such death or damage is from any reason or source except major vandalism where the cost of replacement materials exceeds \$500 before mark-up.
- ii) Shrub removal will include stump grinding to a depth of 12-inches, or as determined by the LMM.
- iii) The Contractor is responsible for providing labor and equipment to plant all replacement shrubs under this contract.
  - a. In the event that such vandalism costs exceed \$500 before mark-up the Contractor shall be responsible for the first \$500 in materials and shall provide the labor to install at no additional cost. The City will be responsible only for that portion of the materials cost that exceeds \$500 before markup.

#### C) Ground Cover Pruning

- i) Ground Cover shall be pruned and edged four times (4X) per year during the months of February, May, September and November, subject to change due to weather. The Contractor may be required to prune more frequently if ground cover growth encroaches on walkways or streets.
- ii) Where needed, ground cover shall be mowed twice per year in March and September to encourage healthy growth and allow for irrigation coverage.
- iii) Ground cover, such as ivy will not be allowed to grow/spread onto trees, walls, fences, buildings and other amenities.

#### D) Ground Cover Replacement

- i) The Contractor shall remove any dead or damaged ground cover and, if directed, replace the same with ground cover of equivalent size and variety up to 1 gallon when such death or damage is from any reason or source except major vandalism where the cost of replacement materials exceeds \$500 before mark-up.
- ii) The Contractor is responsible for providing labor and equipment to plant all replacement ground cover under this contract.
  - a. In the event that such vandalism costs exceed \$500 before mark-up the Contractor shall be responsible for the first \$500 in materials and shall provide the labor to install at no additional cost. The City will be responsible only for that portion of the materials cost that exceeds \$500 before markup.

#### E) Fertilization of Shrub Beds and Ground Cover Areas

- i) Fertilization schedule is subject to change due to weather. Schedule changes shall be coordinated with the LMM.

- ii) The Contractor must provide prior notification of planned fertilizer applications in order to receive credit for the work.
- iii) The Contractor shall apply a slow-release complete fertilizer at a rate of six (6) pounds per 1,000 square feet. Fertilizer type will be approved by the LMM.
  - a. Overhead Irrigation
    - i. Shrubs in areas covered by overhead irrigation will be fertilized four times (4X) per year during the months of February, April, July and October.
  - b. Drip irrigation
    - i. Shrubs in areas covered by drip irrigation will be fertilized two times (2X) per year during the months of February and November.

F) Pest Control in Shrub Beds and Ground Cover Areas

- i) Planter beds and ground cover areas shall be kept free of weeds.
- ii) The Contractor must provide prior notification of planned pesticide applications in order to receive credit for the work.
- iii) Pre-emergent herbicide selection must be approved in advance by the LMM.
- iv) Pre-emergent Weed Control
  - a. Pre-emergent herbicide must be a broad-spectrum herbicide labeled for both broadleaf and grassy weeds.
    - i. The contractor may use a tank mix of two or more herbicides to achieve the desired spectrum of control.
  - b. Overhead Irrigation
    - i. The Contractor will apply pre-emergent herbicide four times (4X) per year during the months of February, May, August, and November in planter beds and ground cover areas with overhead irrigation.
  - c. Drip Irrigation
    - i. The Contractor will apply pre-emergent herbicide two times (2X) per year during the months of February and November in planter beds and ground cover areas with drip irrigation.

Snails and slugs shall be controlled with the use of approved metaldehyde snail bait.

G) Bark Replacement

- i) The Contractor shall include in his bid the annual replacement of medium walk-on bark. The Contractor shall provide and install on an annual basis 20

cubic yards at Gary Falati Park and 10 cubic yards at Dunnell Park during the month of April. A sample of bark to be used must be submitted to the LMM for approval. No dyed bark will be allowed.

#### **4) IRRIGATION SYSTEM**

##### A) General

- i) Throughout the term of this agreement the Contractor shall provide labor, equipment and materials for the repair or replacement of all irrigation system components beyond the water meter including leaking or malfunctioning main lines; lateral lines; sprinkler heads; valves; backflow prevention devices less than 4-inches in size; quick couplers; and irrigation controllers. Repair or replacement of all malfunctioning irrigation system components shall be considered part of this contract at no additional cost to the City.
- ii) Backflow prevention devices sized 4-inches and larger shall be the responsibility of the City.
- iii) Before beginning these maintenance program operations under the provisions of this agreement, the Contractor shall inspect all installed irrigation systems on the site(s) covered by this agreement and shall report damage or malfunction of any system to the LMM.
- iv) It is the City's objective to actively pursue water conservation within the maintenance program. The Contractor should expect the administration of the irrigation specifications to be closely monitored. The irrigation system shall be adjusted as necessary to prevent overspray onto paved areas and runoff down the gutters. Multiple repeat cycles shall be utilized as needed to provide best irrigation efficiency.
- v) All controller stations shall be labeled in an easy to read manner inside each controller box. Labeling shall include a description of the areas covered by each station.
- vi) Flushing of systems and cleaning or replacement of all filters within the irrigation system is routine maintenance and will not be considered extra work. The Contractor shall flush the end of drip lines monthly to remove all dirt buildup.
- vii) Plant material exhibiting signs of wilting due to lack of water shall result in withholding of monthly payment until the problem is corrected. Manual watering will be required as necessary to regain plant vigor at no extra cost to the City.
- viii) The Contractor shall maintain all valve boxes and lids in good condition. This includes removal of any plant growth inside the boxes and removing any excessive dirt or debris from the inside of the box. Standing water in the valve boxes shall not be allowed to remain permanently.



ix) The City may, at its option, perform repairs in-house.

#### B) Irrigation Scheduling and Adjustments

- i) Programming of controllers shall be performed by the Contractor to maintain healthy growing plant material. Each month the Contractor will provide the LMM with a complete written schedule of watering for all controllers.
- ii) The City prefers watering time to be between 9:00 PM and 6:00 a.m., whenever possible. Saturdays, Sundays, afternoons and early evening are the high public use times. Watering will typically not be allowed Fridays at 7:00 a.m. though Sundays at 9:00 p.m. There may be exceptions that occur from changing weather conditions or to accommodate a special event schedule. Irrigation schedules shall be coordinated with the LMM.
- iii) Drip irrigation systems may be operated during the day.
- iv) All sprinklers shall be adjusted properly to avoid spraying water on parked cars, roadways, walkways, buildings, signs, fences and other property that may be damaged by water.
- v) In the event that City crews have to adjust irrigation scheduling due to improper irrigation scheduling or maintenance, the Contractor shall be billed for City crew time.
- vi) The Contractor will perform a complete system check of all controllers and valves, including coverage testing and sprinkler adjustments no later than April 15<sup>th</sup>. This date may be delayed by the LMM due to weather.

#### C) Water Requirements

- i) The Contractor shall have full responsibility to ensure watering requirements are met within each landscape area. Contractor's forces shall be capable of performing repairs, installations and modifications of existing irrigation systems to adequately irrigate all landscaped areas on a full time basis.
- ii) The Contractor shall ensure that sprinkler heads are in good operational order, filters are cleaned regularly and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally), sprinkler head exchanges and filter replacements will be considered as included in the contract price and therefore no additional compensation will be allowed.
- iii) All electrically operated valves shall close completely at the conclusion of the station watering program. Weeping valves shall be immediately repaired.
- iv) Valve boxes shall be kept clean of rocks, soil, debris and silt to a depth of 2" below the bottom of the valve. All valve box lids shall be in place and locking bolts secured at all times.

#### D) Irrigation Repairs

- i) The Contractor will have a qualified employee check each irrigation controller and activate all stations on every controller each week. Repairs and adjustments shall be made at that time.
- ii) Backflow prevention devices that have been repaired or replaced by the Contractor shall be tested and approved by a certified tester on the City of Fairfield Certified Backflow Tester List prior to being returned to service.
- iii) Backflow prevention device installations shall meet City of Fairfield specifications. The contractor shall obtain a no-fee encroachment permit prior to installation. Installations that fail to meet specifications shall be corrected at the Contractors expense.
- iv) Any repair that necessitates removal of a valve body shall include the installation of pea gravel to a depth of four (4) inches below the valve and a union between the main line and the valve.
- v) Main irrigation lines shall not demonstrate leakage when all control valves are in the closed position. Main line repairs shall be considered as included in the contract price and no additional compensation shall be allowed.
- vi) All irrigation system repairs, including vandalism shall be completed within 24 hours of knowledge of the problem. If repairs cannot be accomplished within the designated time period, the Contractor shall notify the LMM immediately of the condition and supply estimated time of when the repairs will be made. The Contractor will be responsible for watering the area of irrigation system failure by other means (hose, etc) until repairs are completed.
- vii) The Contractor must replace all broken irrigation system components with items of the same brand and model. The City must approve all substitutions.
- viii) All valves shall be kept in such condition that they are able to be manually operated by the bleeder valve.

#### E) Controller repairs

- i) Repairs to irrigation controllers shall be the Contractor's responsibility. Controllers that are beyond repair will be replaced at Contractor's expense.
- ii) Automatic controllers and electrical conductors shall be kept operational year round. Controllers will be inspected periodically by the City to ensure that each system's programming is operational.
- iii) Controller cabinets shall be maintained clear of debris, nests, snails and insects.

#### F) Irrigation System Vandalism

- i) The cost of parts and labor to replace stolen or vandalized portions of the irrigation system are considered as a part of the contract unless the cost of the incident exceeds \$500 before mark-up and such incident has been reported to the Fairfield Police Department and the City.

- a. In the event that such vandalism costs exceed \$500 before mark-up the Contractor shall be responsible for the first \$500 in materials and shall provide the labor to install at no additional cost. The City will be responsible only for that portion of the materials cost that exceeds \$500 before markup.

G) Irrigation Pumps (Falati Park)

- i) The Contractor will clean irrigation pump filters quarterly.
- ii) The Contractor must provide prior notification before cleaning pump filters in order to receive credit for the work. Failure to provide prior notification shall be considered as missed work.
- iii) Repairs to irrigation pumps shall be the City's responsibility except when damage is the result of Contractor's performance or negligence, in which case the Contractor shall be fully responsible for the cost of repairs or replacement.

**5) FERTILIZER STANDARDS**

A) General

- i) City staff will be the final authority for type and quantity of fertilizer to be applied.
- ii) A balanced slow-release fertilizer with micro-nutrients will be the minimum requirement
- iii) The Contractor must provide prior notification of planned fertilizer applications in order to receive credit for the application.
- iv) Plant material which demonstrates leaf burning or other forms of chemical harm will be given 120 days from notice of damage to recover and demonstrate healthy foliage condition. Plants that have not recovered from fertilizer damage after 120 days shall be replaced at Contractor's expense.
- v) Fertilizer applications which fail to produce the desired results will be repeated at the Contractor's own expense.

**6) PEST MANAGEMENT**

A) Laws and Regulations

- i) The Contractor shall comply with all Federal, State and local laws and regulations governing the use of chemicals for the control of weeds, diseases and pests, including obtaining all the required permits and licenses for the possession and use of pesticides.

- ii) The Contractor shall register with the Solano County Department of Agriculture and shall obtain a Solano County Operator Identification Number for each year of the contract. The Contractor will furnish the LMM with a copy of each year's Solano County registration documents with the Operator Identification Number.
- iii) Written recommendations from a licensed Pest Control Advisor will be required for all pesticide applications. A copy of these recommendations shall be made available to the LMM for approval prior to any work.
- iv) The Contractor shall permit pesticide applications to be done only by qualified, trained personnel under the supervision of a State licensed pest control operator or certified applicator using recognized and approved materials and methods.
- v) Employee pesticide training shall comply with the training regulations established by the California Department of Pesticide Regulation.
- vi) Use of aquatic pesticides, where applicable, shall comply with NPDES and California Department of Fish and Game regulations and must be approved in advance by the LMM.

#### B) General

- i) All pesticides must be approved in advance by the LMM.
- ii) The Contractor will notify the LMM prior to all scheduled pesticide applications and will not receive credit for required applications if such notification has not been provided.
- iii) Pesticide applications which fail to produce the desired results will be repeated at the Contractor's own expense.

#### C) Rodent Control

- a. Trapping shall be the preferred method for rodent control in all landscape areas.
- b. Use of rodenticides must be approved in advance by the LMM and baits placed within secured bait stations so as not to create a hazard to persons or pets.

#### D) Integrated Pest Management

- i) The Contractor shall be provided with a copy of the City of Fairfield Integrated Pest Management (IPM) Policy and shall adhere to the practices contained within the Policy.
- ii) Extremely toxic materials, such as Category I pesticides shall not be used.

## 7) GENERAL MAINTENANCE AND CLEANUP

### A) General

- i) The Contractor shall collect all mowed grass, clippings, trimmings, cuttings, rubbish and debris at each site covered by this agreement and shall remove the same promptly from each site and dispose of same in a lawful manner at the Contractor's expense.
- ii) All areas shall be kept free of leaves, litter, including broken glass or other such debris. All broken glass shall be immediately removed when discovered.
- iii) The Contractor shall keep all cracks and seams in sidewalks, curbs, street gutters and other paved areas free of weeds.
- iv) The Contractor shall keep sidewalks and paved areas swept and cleaned of any dirt or soil that might be washed from adjacent slopes or planted areas.
- v) The Contractor shall repair any eroded places on the landscaped area covered by this agreement by replacement of topsoil to bring such eroded places back to original grade. The cause of erosion shall be promptly reported to the LMM.
- vi) Work sites shall be left orderly and neat upon completion of work for that particular work day.
- vii) Parks are subject to scheduled group activities. When notified of such planned activities the Contractor shall arrange his site visits to create the least impact on the group activity. Planned group activities may require the Contractor to occasionally make changes to mowing and irrigation schedules and arrange for additional trash pickup.

### B) Trash Containers

- i) Trash containers will be emptied on Mondays, Wednesdays and Fridays before 3:30 p.m. Trash containers will also be emptied on weekends between April 1 and October 15. Weekend trash removal will be completed on Saturday evening after 5 p.m. or on Sunday morning before 10 a.m.
- ii) No clippings, trimmings, brush or debris resulting from Contractor's performance under this agreement shall be deposited in the trash cans placed by the City at various locations in the areas covered by this agreement.

### C) Fence Lines

- i) Fence lines shall be kept free of trash, weeds, grass and prunings.

### D) Graffiti Abatement

- i) Graffiti shall be removed from all wall surfaces, sidewalks, play equipment, trash cans, controller cabinets, benches, tables, signs and fences within forty-eight (48) hours after discovery or notification.
- ii) Paint shall not be applied to surfaces that are not currently painted unless approved by the LMM. When paint is used it shall match existing surfaces and must be approved by the LMM.
- iii) Other commonly available graffiti removal products may be used on appropriate surfaces.
- iv) Nearby storm drain inlets must be protected from runoff during graffiti removal activities.
- v) When power washing to remove graffiti, the wastewater and paint particles shall not be discharged to the street or storm drain system. Nearby storm drains must be protected by placing sand bags, booms or barriers around drain inlets or by making an enclosure around the wash area.
- vi) The Contractor shall not perform exterior graffiti removal activities during the rain.

#### E) Dust Control

- i) The Contractor shall control airborne dust at all times. Dust control shall conform to section 10, "Dust Control," of the State Standard Specifications.
- ii) All costs associated with dust control are assumed to be included in the contract bid and no additional compensation will be allowed therefore.

#### F) Abandoned Shopping Carts and Other Debris

- i) Shopping carts that have been abandoned on site shall be removed within 48-hours after discovery or notification.
- ii) Large items of debris, such as appliances, couches or tires shall be removed by the contractor as part of this contract. The Contractor may arrange to discard tires and appliances in the City Corporation Yard, but must always receive approval in advance.

The Contractor will remove discarded debris within 48-hours after discovery or notification.

### 8) **MISCELLANEOUS FACILITIES**

General – the items listed below are considered routine maintenance and therefore will not be considered extra work.

#### A) Playgrounds

- i) Safety

- a. Playground safety is a key component of park maintenance. The Contractor will remove all debris, paying particular attention to glass, needles and hidden items in the play areas. All other concerns and problems will be reported to the City immediately.
- b. Bark Substrate
  - i. The Contractor shall rake the bark under the play equipment to restore a level play surface.
- c. Play and Exercise Equipment Repair
  - i. The Contractor will not be responsible for the repair of play equipment or fitness station exercise equipment, but should immediately report any damaged equipment to the LMM.

#### B) Drinking Fountains

- i. The Contractor will not be responsible for the repair and replacement of drinking fountains, but should immediately report any damaged drinking fountains to the LMM.

#### C) Barbeques

- i) The Contractor will be responsible for cleaning all park barbeques.
  - a. Barbeque cleaning will consist of the following steps.
    - i. Spent coals or other debris to be removed to a safe location. In no case will hot coals be deposited into trash receptacles.
    - ii. Ashes will be manually removed from barbeque pits. In no case will ashes be removed by use of a blower.

#### D) Drainage System Areas

- i) All drainage systems on the properties for purposes of rain water or irrigation water collection, whether surface swales, trench drains, V-ditches, catch basins or gutters shall be maintained in a clean condition free of debris, erosion waste, weeds or any blockage.
- ii) Gutters and curb way aprons that border the park entrance shall be kept clean of weeds and gardening debris.
- iii) Natural creeks and streams are not included in this contract.
- iv) The Contractor shall prevent any material created as a result of his activities from entering the storm drain system. The storm drain system includes, but is not limited to, the gutter, the roadway, V-ditches, catch basins, creeks, and any underground storm water conduit. Proper storm water pollution

prevention techniques and procedures shall be used during all phases of the maintenance work.

- v) All concrete-lined ditches within the landscape areas shall be kept clean and clear at all times. The catch basins that these ditches empty into shall be thoroughly cleaned out once per month by the 15<sup>th</sup> of the month between October 15 to April 15. More frequent cleaning may be required due to heavy rains. Edges should be checked periodically for erosion and damage to concrete structures. Special care will be taken by the Contractor to keep debris out of all basins while V-ditch maintenance is occurring.
- vi) When a drainage system is blocked by debris from off the site or by erosion waste from offsite major storm damage, correction will be made by others after prompt notification by the Contractor or will be considered extra-cost work as approved by the City.

#### E) Erosion Control

- i) The Contractor shall not be responsible for structural maintenance or repair or replacement of swales and drain lines except for such structural maintenance, repair or replacement resulting from damage caused by the Contractor or his agents.
- ii) Erosion resulting from failure to maintain properly rooted plant material on slopes shall be the responsibility of the Contractor to correct and to accomplish necessary cleanups.
- iii) Erosion resulting from major storm damage that requires major slope reconstruction and/or installation of additional drainage facilities shall be the responsibility of others.

#### F) Sidewalks, Patios and Driveways

- i) Debris and silt shall be immediately removed from sidewalks, gutters and driveways.
- ii) Patio at Dunnell Nature Center shall be pressure washed monthly.

#### G) Parking Lots

- i) The Contractor will blow off the parking lots at least once per week. The Contractor will not allow debris to accumulate in the corners of the parking lot.
- ii) The Contractor will ensure that the surface drains in the parking lots are kept clear.

#### H) Entry Name Signs

- i) Contractor will refurbish entry signs once per year during the month of April by pressure washing (concrete signs) or painting. Method of refurbishment shall be approved by the LMM



I) Accent Lights

- i) The Contractor is responsible for checking accent light fixtures on a weekly basis.
- ii) Light bulbs in accent lights shall be replaced within 24 hours with new bulbs of the same variety and manufacturer when they burn out.
- iii) Light fixtures (excepting bulbs) are not included in this contract. Should a light fixture malfunction, the Contractor is responsible for immediately bringing this to the attention of the City in writing.

J) Backflow Cages and Controller Cabinets

- i) The Contractor is responsible for removing graffiti and debris from backflow cages and controller cabinets within 48 hours of notification.
- ii) The Contractor will perform light sanding and repainting of backflow cages and controller cabinets on an as needed basis, but not more frequently than once per year.

K) Tables, Benches, Seating Walls and Other Site Furnishings

- i) The Contractor is responsible for removing graffiti and debris from tables, benches and other site furnishings within 48 hours of notification.
- ii) The Contractor will perform light sanding and repainting of previously painted site furnishings and pressure washing of concrete furnishings once per year to be arranged by the LMM.

L) Skate Park

- i) The Contractor will inspect the Skate area three times (3X) per week. During such visits the Contractor will blow off the concrete floor and skate node features. Any trash, debris or non-approved items shall be removed from the Skate area and disposed of properly.
- ii) Any graffiti observed on site will be removed within (48) hours using approved methods and materials per the Graffiti Abatement section of this document.

M) Restroom

- i) The Contractor is not responsible for cleaning the restrooms
- ii) The Contractor is not responsible for maintenance, repair and/or replacement of plumbing fixtures, electrical fixtures and hardware in and around the restroom building.

N) Decomposed Granite

- i) The Contractor shall furnish and install a total of twenty (35) cubic yards of decomposed granite (DG) throughout the site each year during the month of April.

- ii) DG will be compacted after raking to remove depressions.

## 9) WATER PLAY FEATURES

### A) General

- i) Contractor will service the water play feature three times (3X) per week. During such site visits the feature shall be visually inspected, litter collected and pad cleaned to prevent slippages. Water pressure shall be monitored to ensure it is kept at a safe discharge rate.
- ii) Contractor will spray surface with a solution of 50% Hydrogen Peroxide when needed to remove algae from the water play surface. Surface will be rinsed with water after treatment.
- iii) City will be responsible for setting the timer on the water play feature.

## 10) POND MAINTENANCE

### A) General

#### **i) The Contractor is responsible for two ponds at Dover Park.**

- ii) Contractor shall service the pond three (3) times per week. During such visits the pond shall be visually inspected, trash and debris removed, check operation of the fountain, clean intakes and skimmers and clean debris from inside of spray jets. Water level floats shall be visually inspected and adjusted to keep the pond full.
- iii) The pond shall be free of any undesirable aquatic plant growth and any weeds developed along the edges.
- iv) The Contractor is responsible for the maintenance of the pumps, flow sensors and delivery system. Pump motor replacement shall be the responsibility of the City unless the Contractor fails to perform specified maintenance. Contractor will be required to replace any pumps that fail due to negligence.
- v) All aquatic chemical use must be approved by the LMM prior to application and must comply with NPDES and directives established by all regulatory agencies.

### B) Services Provided by Contractor

- i) Supply of all chemicals for algae control; aquatic weed control; clarity control; biological stability and pH control.
- ii) Application of above chemicals to pond waters may include injection equipment and surface applications from a boat. Application may also be by

vehicles around the perimeter of the pond, provided thorough coverage can be attained by a perimeter application.

- iii) The Contractor must provide prior notification of planned aquatic chemical applications in order to receive credit for the application. Aquatic chemical selection must be approved in advance by the LMM.
- iv) The Contractor will apply blue pond dye on an as-needed basis to maintain a deep blue color.

#### C) Algae Control

- i) The Contractor shall treat pond waters for algae.
- ii) The Contractor shall not treat more than one-third (1/3) of the pond at one time to protect fish from oxygen depletion.

#### D) Aquatic Weed Control

- i) The Contractor shall treat pond waters for aquatic weed control.

#### E) Clarity Control

- i) The Contractor shall treat pond waters for clarity control. Clarity control shall include the processes of increasing or deliberately reducing clarity for purposes of aesthetics or aquatic weed control. The Contractor is responsible for increasing clarity unless doing so will have a detrimental effect on overall pond ecology.

#### F) Biological Stability

- i) The Contractor shall be responsible for the biological stability of the pond waters. Biological stability shall include control of nutrient levels in pond waters. The Contractor shall employ techniques to modify nutrient levels to enhance the overall pond ecology.

#### G) pH Control

- i) The Contractor shall apply necessary quantities of pH stabilizers to ensure that pH levels do not drop below levels potentially injurious to aquatic life.
- ii) The Contractor shall control pH to improve the performance of algaecides and herbicides when necessary.

#### H) Additional Conditions

- i) The Contractor shall not be responsible for major repair of dams, drains or any mechanical equipment unless an additional written agreement is established.
- ii) The Contractor shall be subject to implementing changes to its pond management techniques depending upon changes in regulations or interpretations of regulations by, but not limited to, the following organizations:

- a. The United States Environmental Protection Agency
- b. The California Environmental Protection Agency (Cal/EPA)
- c. The California Department of Fish and Game
- d. The California Department of Pesticide Regulation
- e. The California Regional Water Quality Control Board
- f. The California Department of Water Resources
- g. Municipal or County regulatory agencies

## MAINTENANCE SCHEDULE

**Scheduled application months are subject to change due to weather and other considerations**

<u>LAWN AREAS</u>	<u>FREQUENCY</u>
Leaf, Litter and Trash Removal	Weekly
Irrigation System checks (complete)	Weekly
Irrigation Repairs	Within 24-hours (working days)
Mow	Weekly
Edge	Weekly
Spot Weed Control	Weekly
Aeration & Renovation	Twice yearly during March & September
Weed Control: broadleaf and grassy weeds Pre and Post emergent	Four times (4X) per year during the months of March, May, August and November
Control of Turf Diseases, Insect and Rodent Infestations	As Needed
Fertilization	4X/ year: March & September (within one week of aeration), May and November

<u>SHRUBS AND TREES</u>	<u>FREQUENCY</u>
Leaf, litter and trash removal	Weekly
Weed control	As needed
Shrub Pruning	Three times (3X) per year during the months of April, July and October, subject to change due to weather.
Irrigation System checks (complete)	Weekly
Irrigation repairs	Within 24-hours (working days)
Shrub Fertilizer	Four times (4X) per Year (Feb, Apr, Jul, Oct) in areas with overhead irrigation Twice Yearly (2X) (Feb & Nov) in drip irrigation areas

Pre-emergent—planter beds and tree wells	Two times (2X) per year during the months of February and November.
Pest/Disease Control	As needed
Tree Pruning	Two times (2X) per year during the months of March and December
Tree Replacement	<b>(25)</b> 15-gal trees per year in November
Staking/Removal/Re-bracing	As needed

<b><u>GROUND COVER &amp; VINES</u></b>	<b><u>FREQUENCY</u></b>
Leaf Removal	Weekly
Litter and Trash Removal	Weekly
Weed Control	Weekly
Irrigation system checks (complete)	Weekly
Irrigation repairs	Within 24-hours (working days)
Fertilize	2X/yr in areas with drip irrigation (Feb. & Nov.) 4X/yr with overhead irrigation (Feb, Apr, Jul, Oct)
Pre-emergent	Two times (2X) per year during the months of February and November in drip irrigation areas. Four times (4X) per year during the months of Feb, May, Aug, and Nov in overhead irrigation areas.
Pest/Disease control	As needed
Prune & Edge	Four times (4X) per year during the months of February, May, September and November, subject to change due to weather.
Mow	Two Times (2X) per Year (where needed) in March and September

<b><u>UNDEVELOPED AREAS</u></b>	<b><u>FREQUENCY</u></b>
Leaf, litter and trash removal	Weekly
Weed Control	As Needed
Graffiti Removal	As Needed, within 48-hours of notification
Pre-emergent—gravel (unpaved) areas	Twice Yearly during February and November
Refurbish Decomposed Granite	35 cubic yards per year in the month of April.

<b><u>PAVED AREAS</u></b>	<b><u>FREQUENCY</u></b>
Leaf Removal	As Needed
Litter and Trash Removal	Weekly
Weed Control	As Needed
Graffiti Removal— Sidewalks and Walkways	As Needed, within 48-hours of notification

<b><u>SITE CONSIDERATIONS</u></b>	<b><u>FREQUENCY</u></b>
Site Inspections with LMM	At least once per month
Trash Cans Emptied	Three Times (3X) / Week: Mon, Wed, Fri. Cans emptied on weekends between April 1 and October 15 per contract specifications.
Skate Parks—Inspect, remove litter, blow	Three times (3X) per week
Pressure wash concrete patio at Dunnell Nature Center	Monthly
Water Play Features- Inspect / service	Three times (3X) per week
Accent Lights-- Inspection	Weekly
Accent Lights—Bulb Replacement	Within 24-hours
Refurbish Entry Name Signs.	Once yearly during the month of April
Backflow Cages & Controller Cabinets: Light sanding and repainting	As needed, not to exceed once per year
Tables, Benches and Other Site Furnishings: sanding and repainting	As needed, not to exceed once per year
Clean V-Ditches/Drain Inlets	Inspected and cleaned weekly between October 15 and April 15

Clean irrigation pump filters	Quarterly
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<b><u>POND MAINTENANCE</u></b>	<b><u>FREQUENCY</u></b>
Pond Inspection, trash removal	Three times (3X) per week
Fountain Inspection: Clean Intakes & Skimmers, Clean Debris from Inside Spray Jets	Three times (3X) per week
Water Level Floats Inspected and Adjusted to Keep Pond Full	Three times (3X) per week
Algae & Aquatic Weed Control	As Needed
Clarity Control, Biological Stability & pH Control	As Needed

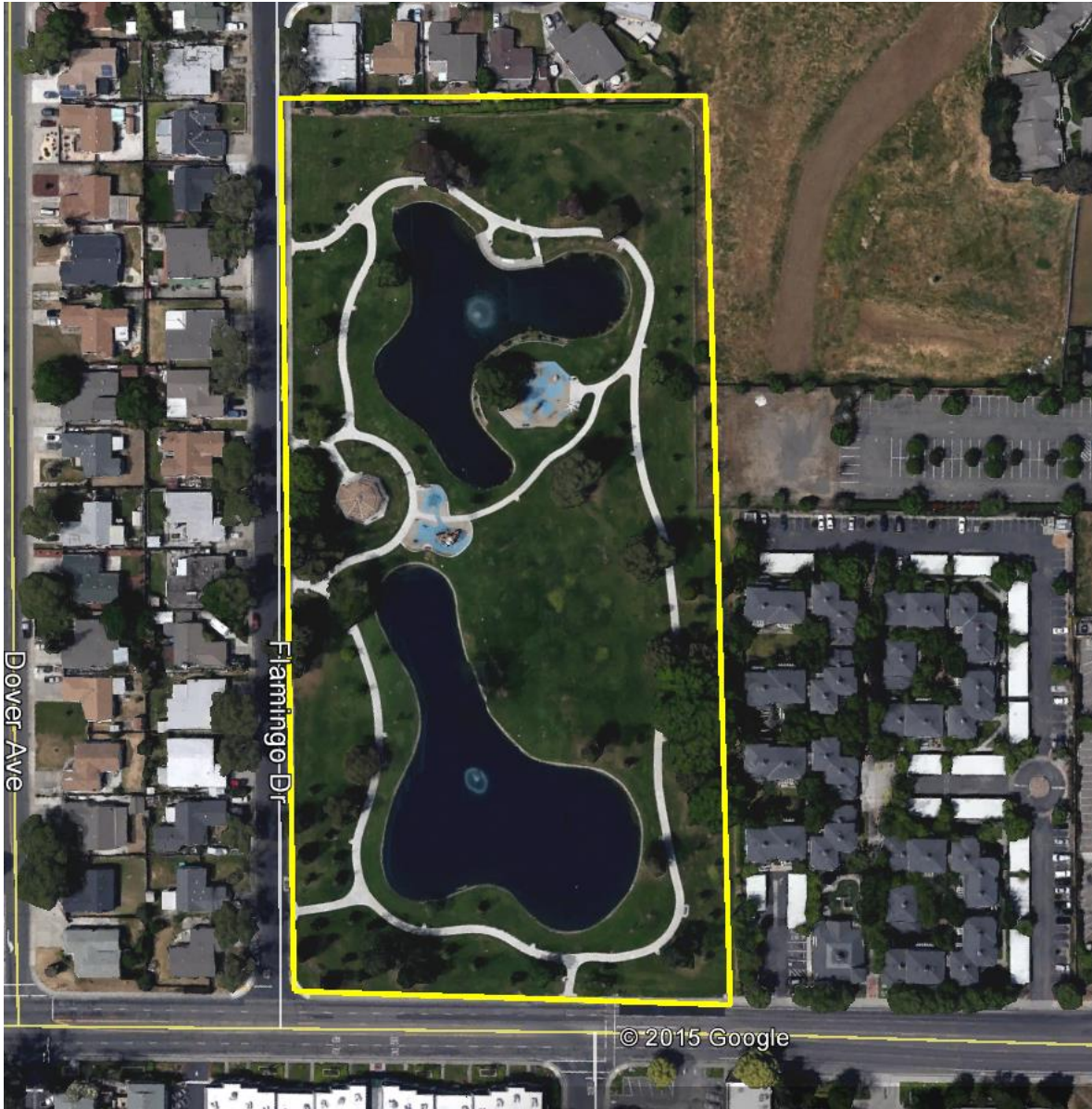


**AREA MAPS INDEX**

**LOCATION OF IMPROVEMENTS TO BE MAINTAINED**

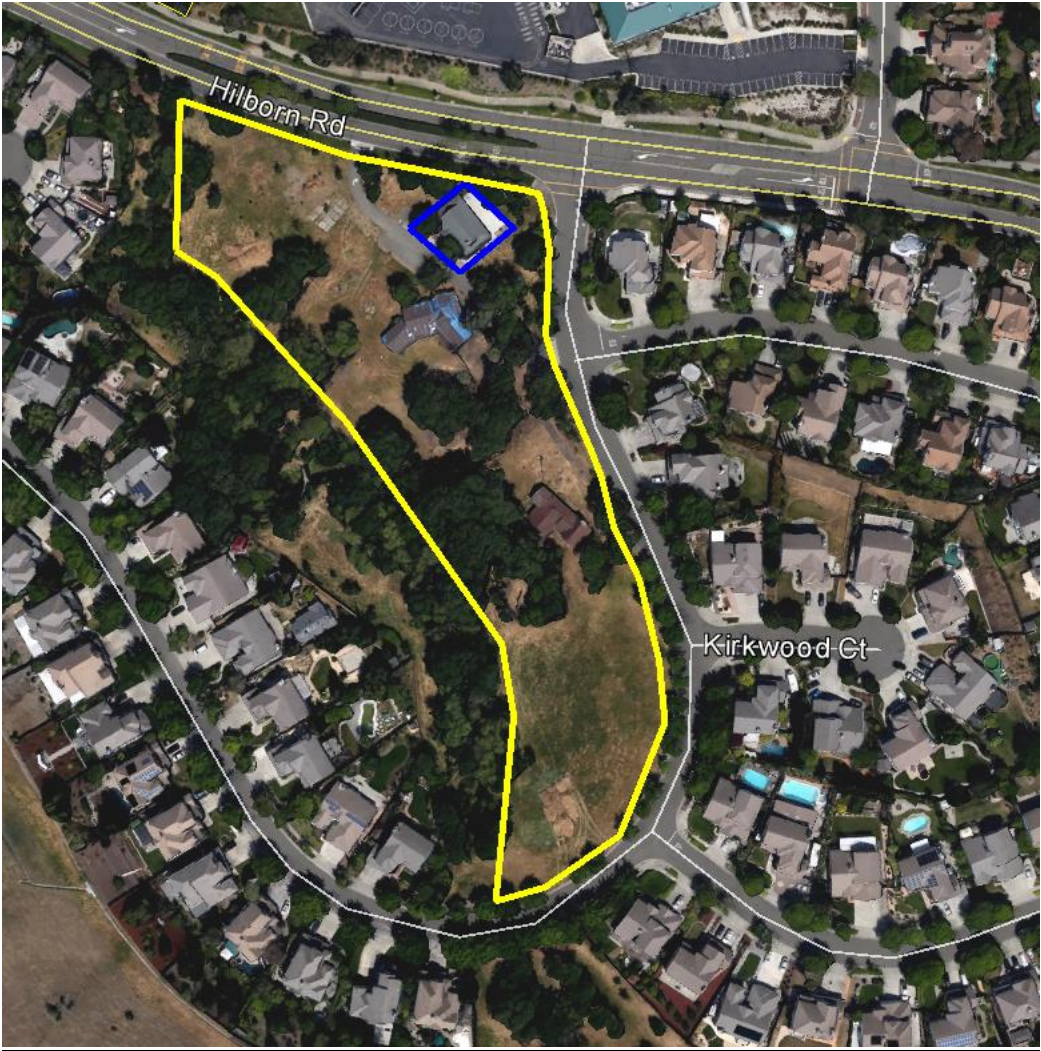
Dover Park .....AM -1  
Dunnell Park .....AM -2  
Gary Falati Park .....AM -3  
Hillview Park .....AM -4  
Lee Bell Park .....AM -5  
Mankas Park .....AM -6  
Meadow Park .....AM -7  
Dover Bike Trail .....AM -7  
Meadow Glen Park .....AM -8  
Rolling Hills Park .....AM -9  
Sunrise Park .....AM -10  
Camrose Bike Trail .....AM -10  
Tabor Park .....AM -11  
Tolenas Park .....AM -12  
Tot Lot (Kentucky) .....AM -13  
Tot Lot (Utah) .....AM -13  
Veterans Park .....AM -14  
Waterman Blvd and Hilborn Rd (Lawn Area).....AM -15  
Woodcreek Park .....AM -16

**DOVER PARK**



**AM - 1**

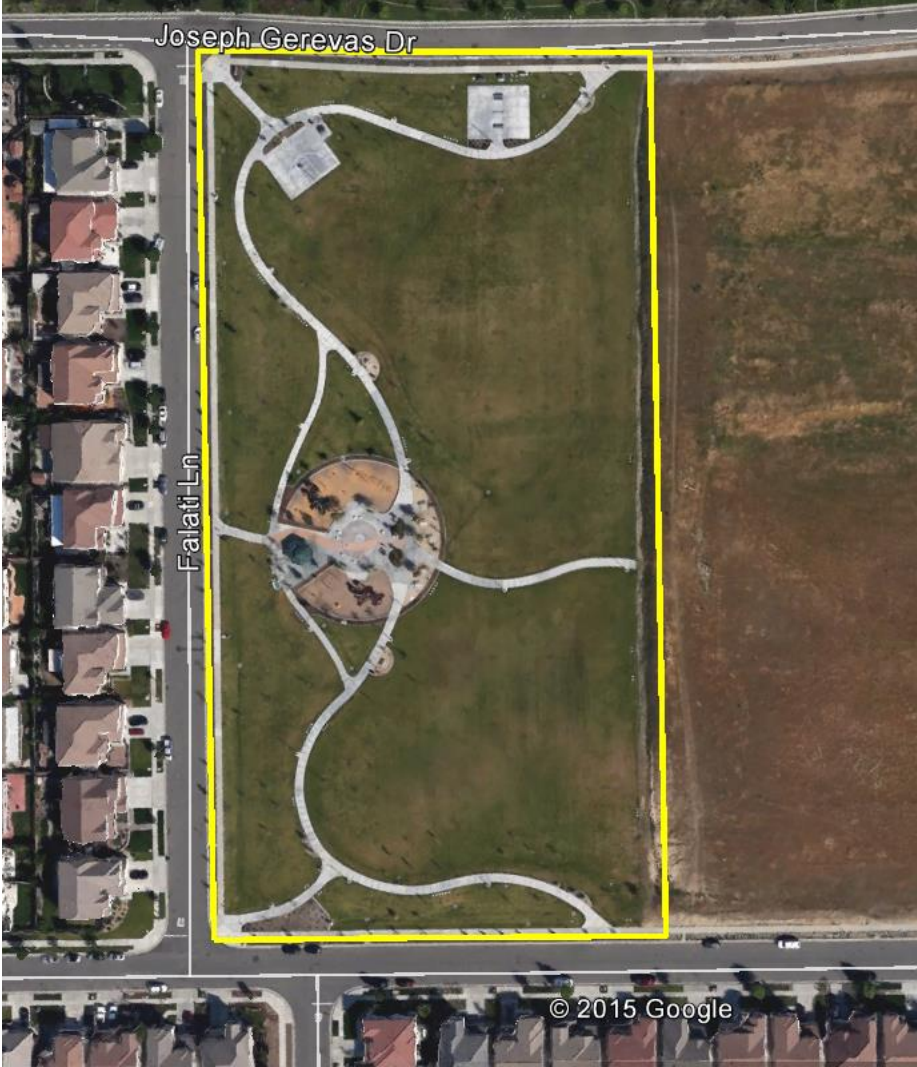
**DUNNELL PARK**



 = Girl Scout House Not Included



**GARY FALATI PARK**

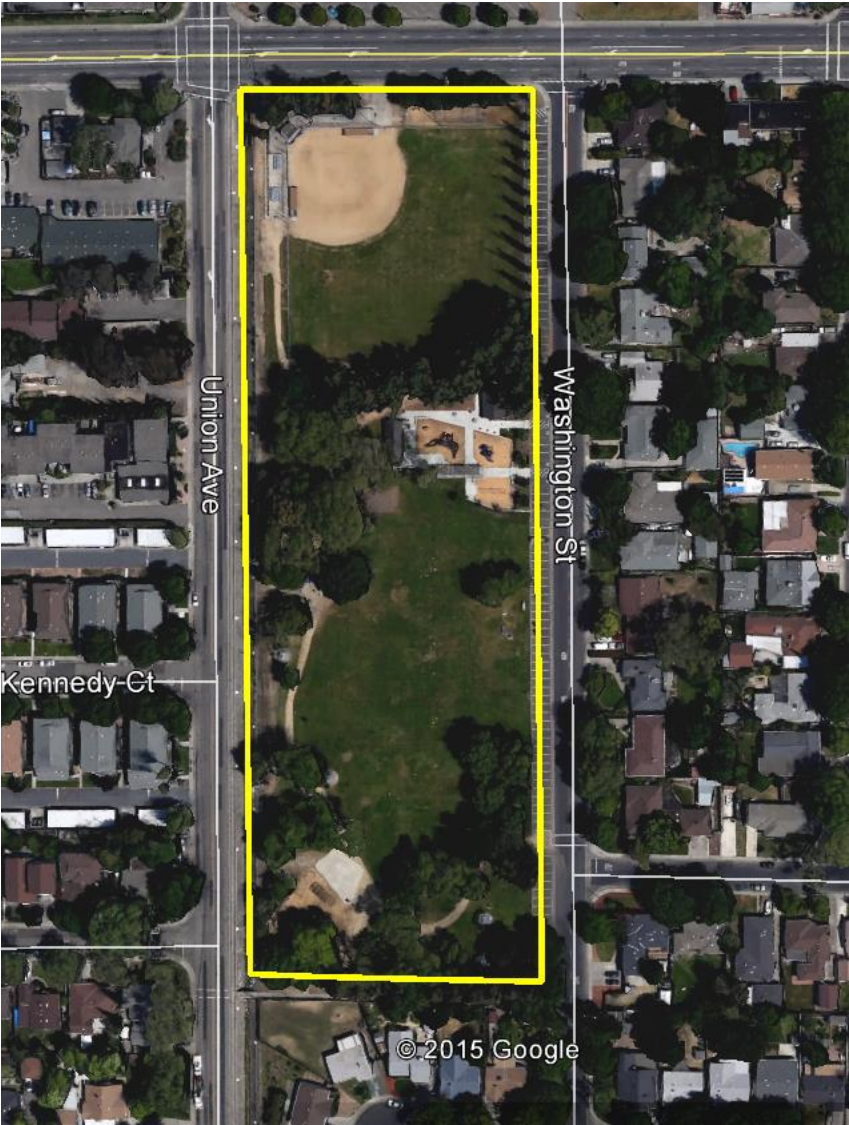


**HILLVIEW PARK**



**AM- 4**

**LEE BELL PARK**

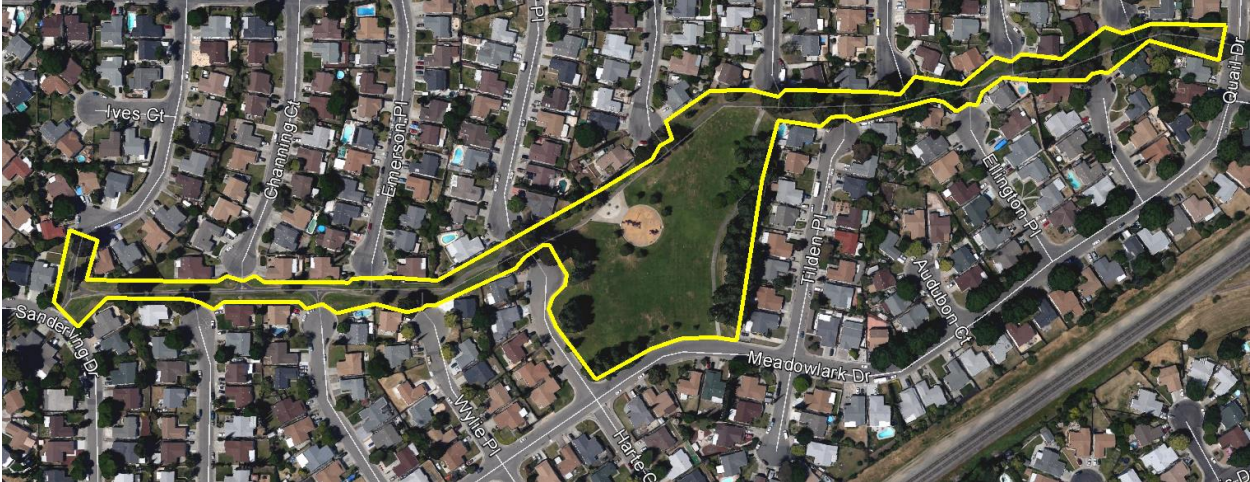




**MANKAS PARK**

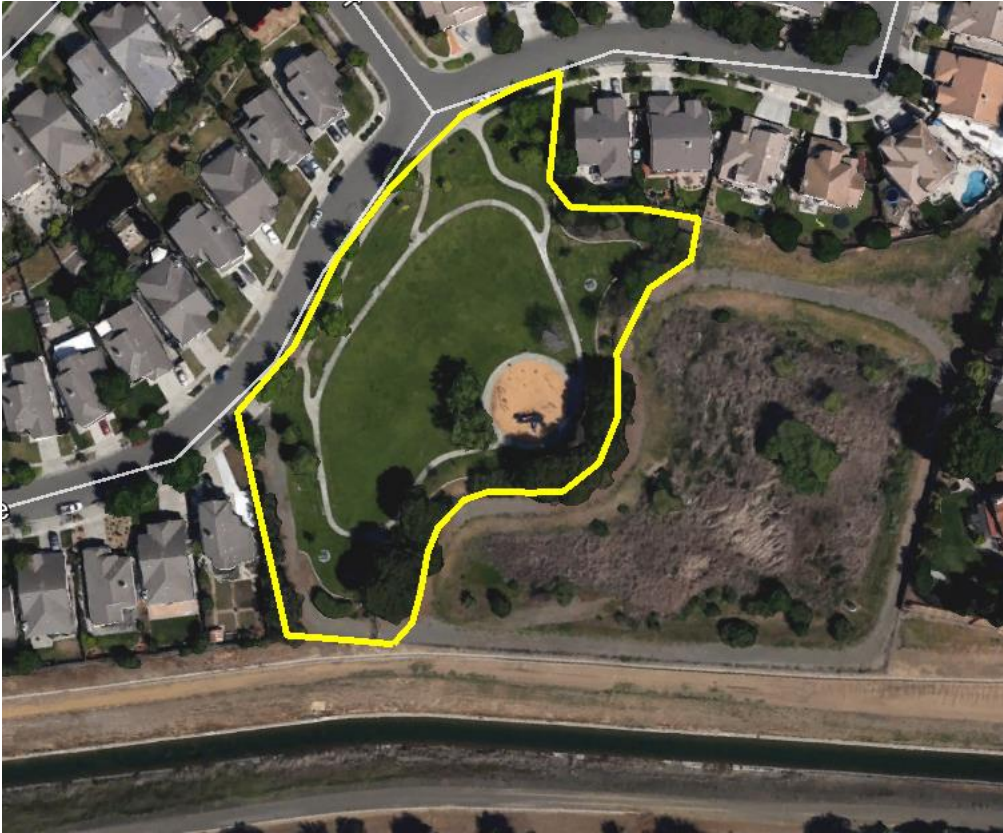


**MEADOW PARK & DOVER BIKE TRAIL**





**MEADOW GLEN PARK**

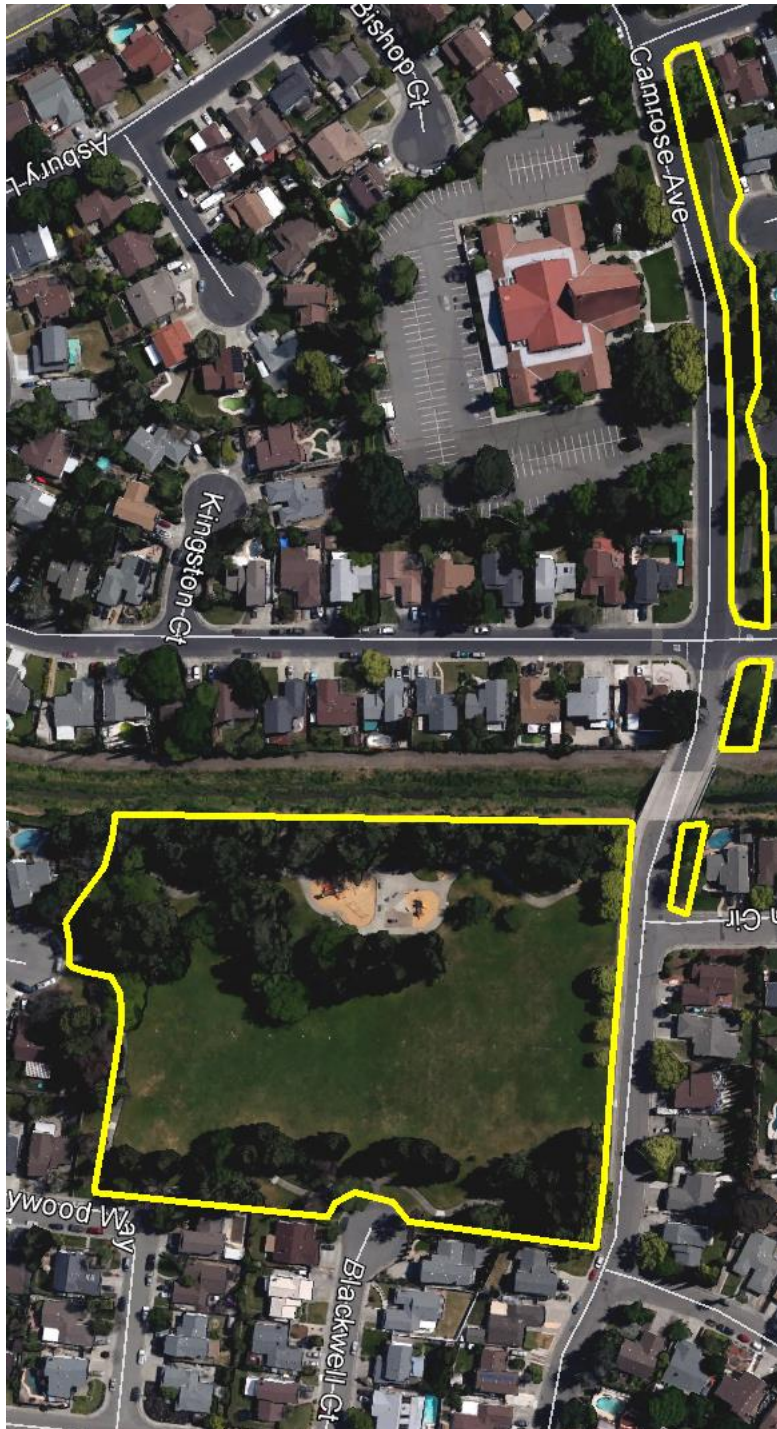


**ROLLING HILLS PARK**



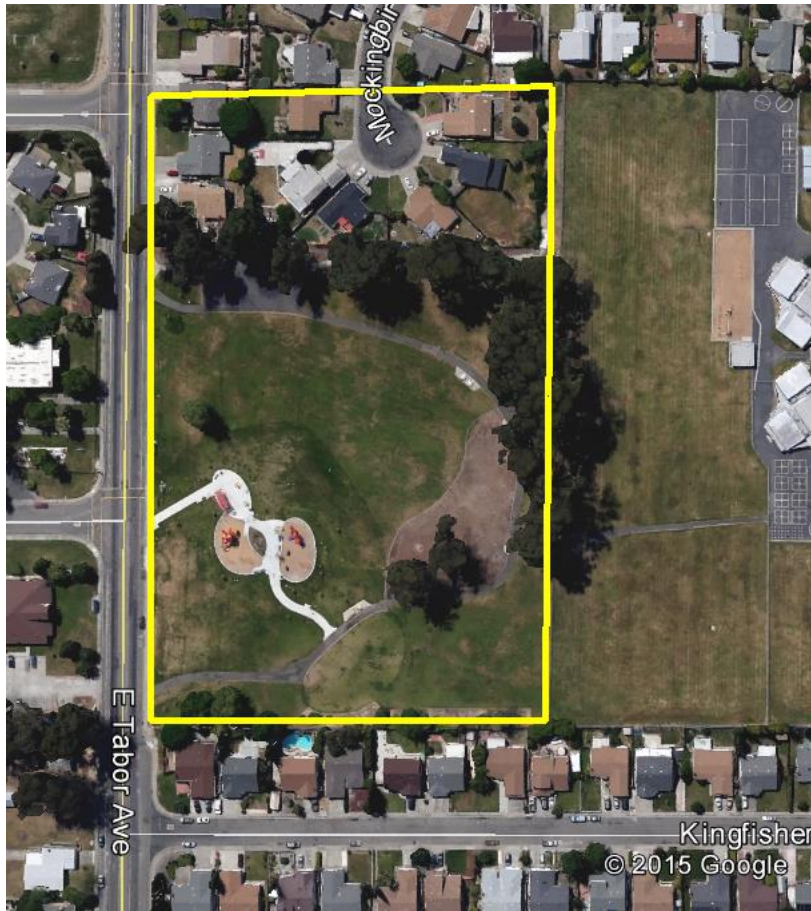


**SUNRISE PARK & CAMROSE BIKE TRAIL**

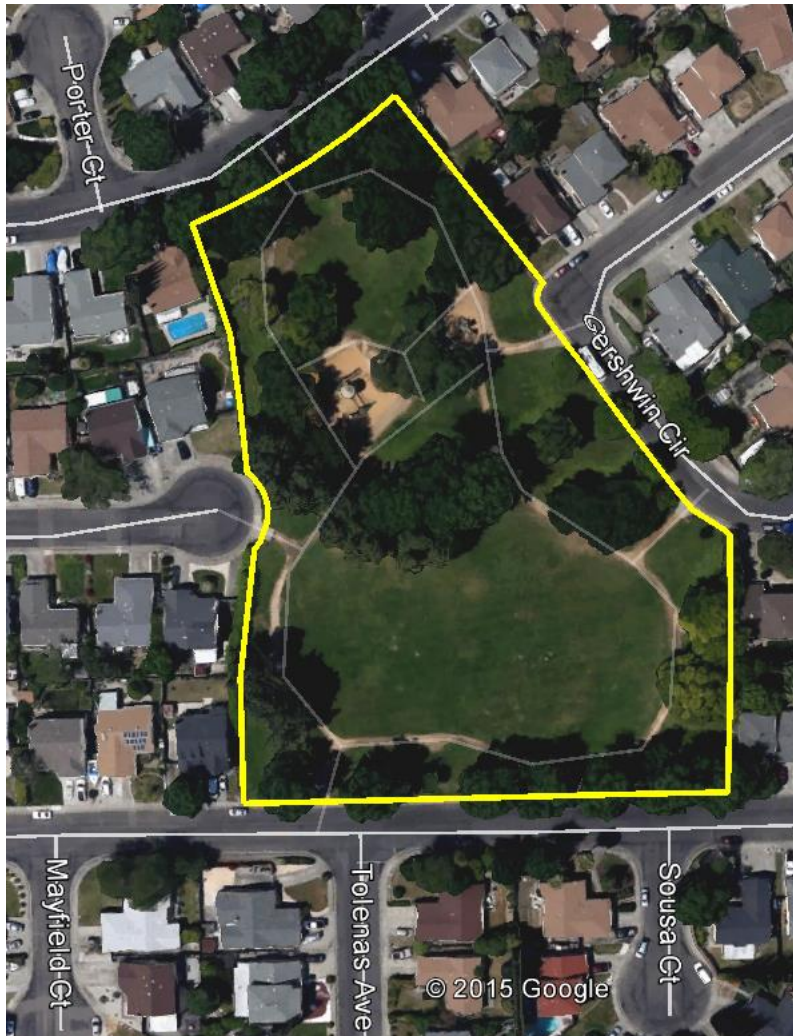


**AM- 10**

**TABOR PARK**

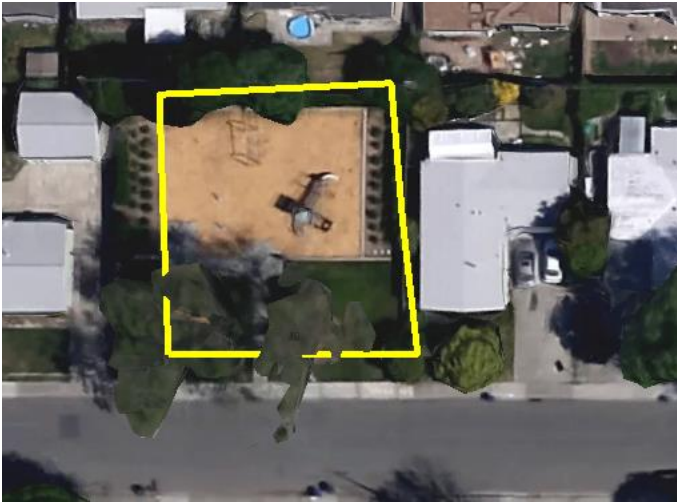


**TOLENAS PARK**

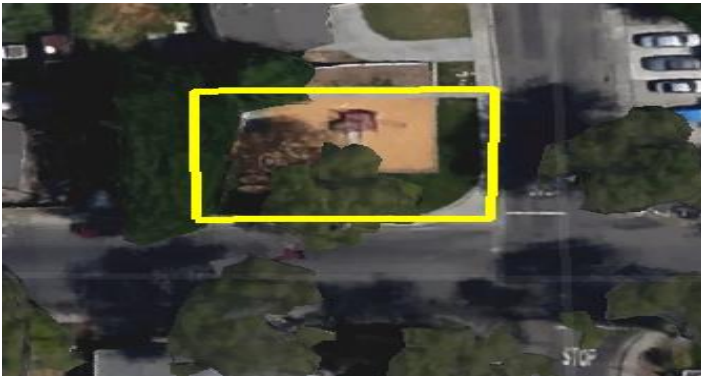




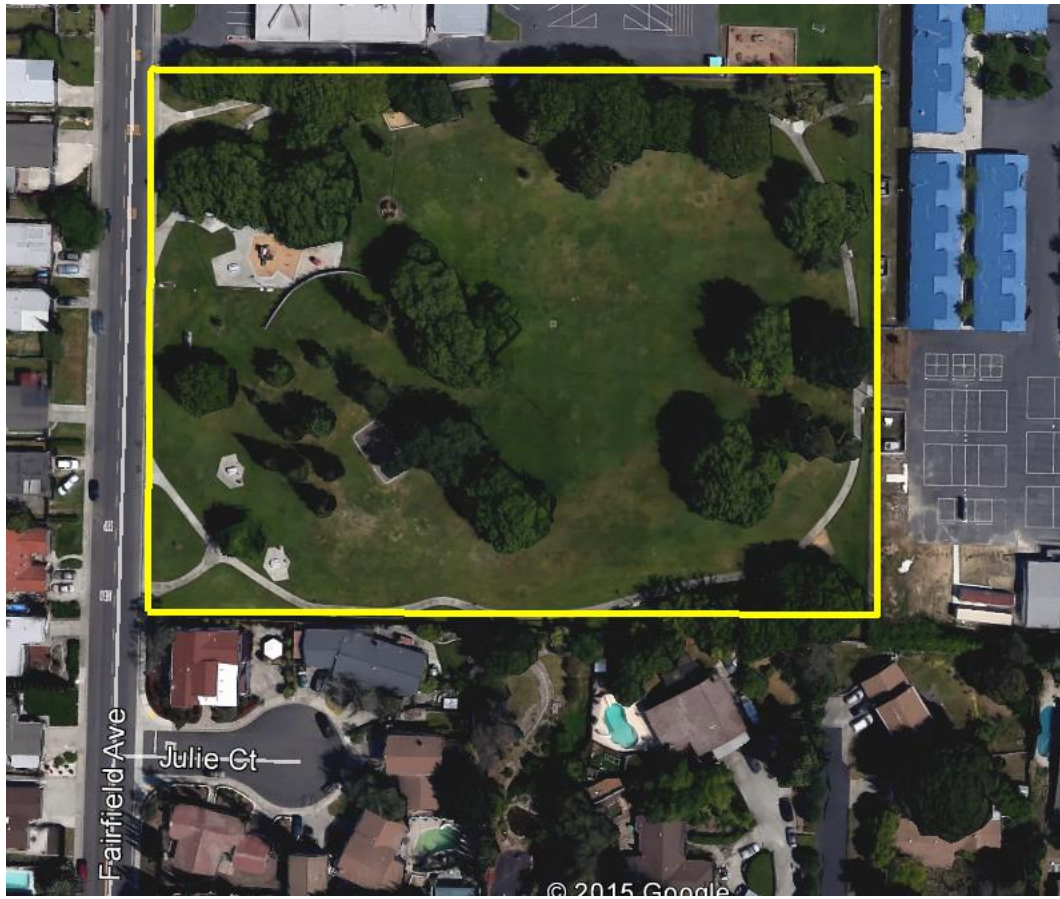
**KENTUCKY STREET TOT LOT**



**UTAH STREET TOT LOT**

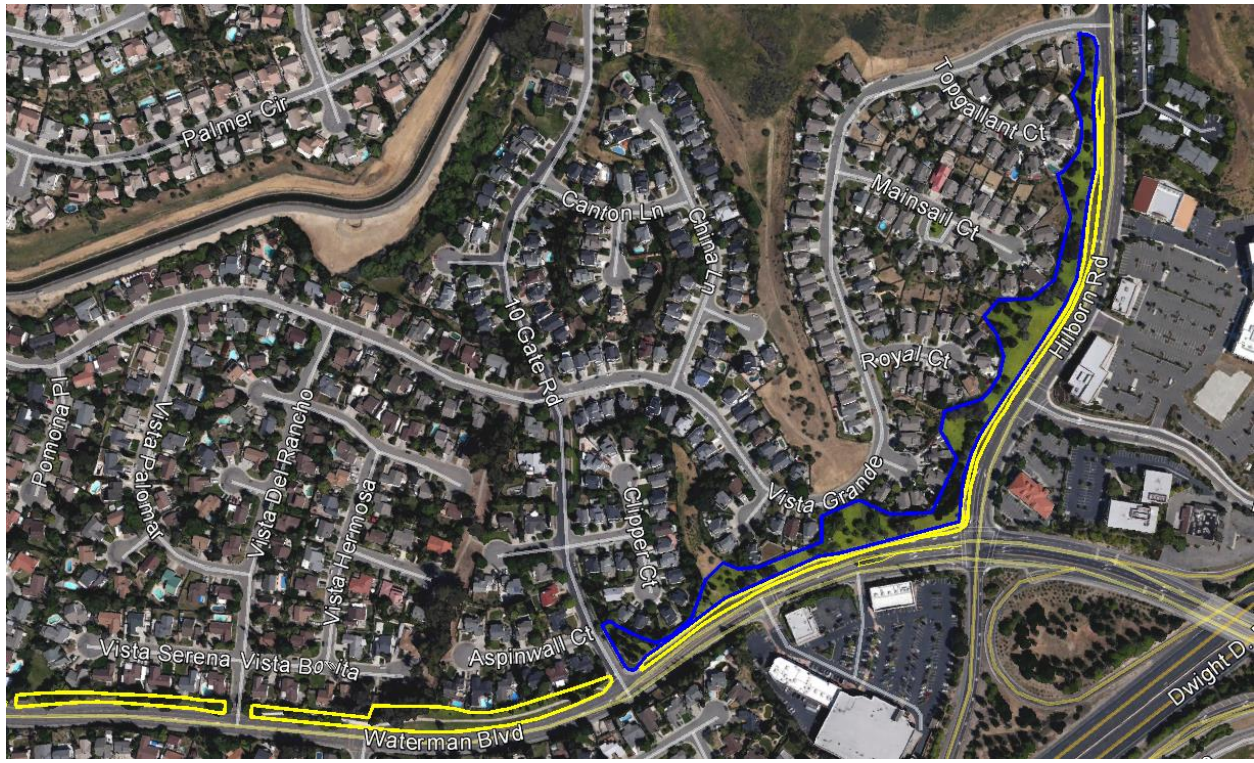


**VETERANS PARK**



**AM-14**

**WATERMAN BLVD. & HILBORN RD.**

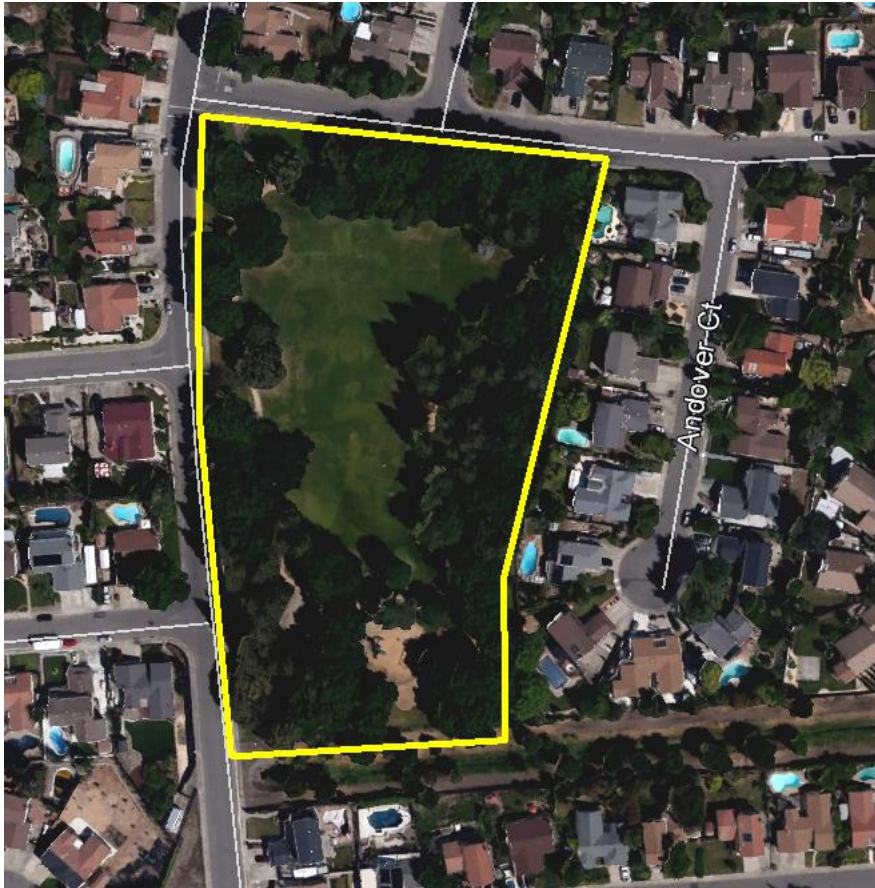


 = Maintenance Area

 = Ivy Area Not Included



**WOODCREEK PARK**



**AM- 16**