

ATTACHMENT A1 SCOPE OF WORK

1 GENERAL

- 1.1** Contractor shall provide all labor, materials, and equipment necessary to perform year-round landscape maintenance services at the Lawrence Station Area Plan (LSAP) parks, which consists of eight (8) mini parks designated by the letters A, B, C, D, E, F, G, H, and commonly referred to as Park A, Park B, etc.
- 1.2** The primary objectives of the services are to
 - 1.2.1** Maintain a safe, clean, aesthetically pleasing landscape equal to the landscaping throughout LSAP;
 - 1.2.2** Remove trash and litter from LSAP Parks A-H;
 - 1.2.3** Provide seven (7) foot overhead tree clearance along park pathway in LSAP Parks A-H; and 14 foot clearance along streets.
 - 1.2.4** Provide a crisp mowed and edged surface using sharp mower blades in all natural turf areas;
 - 1.2.5** Trim hedges, bushes, and shrubs to match their natural and intended form; and
 - 1.2.6** 99% weed control throughout perennial and shrub beds, and tree wells, and broadleaf weed-free in natural turf areas. The primary method of eliminating weeds should be to keep the turf in the healthiest condition possible to crowd out weeds. And the primary method to control weeds in plant beds shall be to use mechanical removal and pre-emergent herbicide control.
 - 1.2.7** Glyphosate products shall not be used.
- 1.3** Contractor shall perform services as specified below:
 - 1.3.1** Landscaping services (Item 1.2) weekly for all LSAP Parks.
 - 1.3.2** Litter removal daily for all LSAP Parks.
 - 1.3.3** Wash down and sanitize Park F (Dog Park) every Tuesday morning. The Dog Park is closed every week on Tuesday mornings from 8 AM to 12 PM.
- 1.4** Contractor shall adhere to the standards and requirements described herein in Attachment A1, however reasonable deviations from these standards and requirements may be necessary based on weather and seasonality, potential construction projects, special event impacts or other unforeseen conditions that result in the need to alter the maintenance practices for an agreed upon period or in a particular portion of the work site.
- 1.5 Safety Requirements**
 - 1.5.1** Contractor's employees shall always act and conduct themselves in a safe manner while on City property.

- 1.5.2** Contractor's employees shall have proper safety devices and personal protective equipment including hearing and eye protection, and safety vests. All personal protective equipment shall meet OSHA safety standards.
- 1.5.3** Any employees found working without the necessary safety devices or equipment in place will be required to stop all work immediately and obtain the required safety devices or equipment.
- 1.5.4** Contractor shall report any hazardous condition(s) or damage to Deputy Parks & Recreation Director or designee immediately.
- 1.6** Contractor shall replace in kind, type, function and appearance all turf, shrubs, trees, plants, structures, amenities, and infrastructure (including irrigation system components) that are damaged or killed (plants) due to Contractor's operations or negligence at no cost to the City. The Contractor shall report such damage to infrastructure or plants to the Deputy Parks & Recreation Director or designee at the time of occurrence or as soon thereafter as feasibly possible.
- 1.7** Contractor shall be responsible for any property damage caused by its vehicles or other equipment.
- 1.8** Contractor shall remove all debris from all work areas after work is performed, leaving the area with a finished appearance.

2 MAPS OF LSAP PARKS

- 2.1** See Attachment A2 for maps of LSAP Parks.

3 WALKTHROUGHS AND INSPECTIONS

3.1 Initial Site Walkthrough

- 3.1.1** Upon execution of an agreement, Contractor shall conduct an initial walkthrough of the property with the Deputy Parks & Recreation Director or designee.
- 3.1.2** The purpose of the walkthrough will be to view the property, note current conditions of the property, and identify areas of concern.

3.2 Ongoing Site Walkthroughs and Inspections

- 3.2.1** Contractor shall perform a walkthrough and inspection of the property prior to performing the weekly landscaping services to determine the work that needs to be done, and to identify any gaps in service that will need to be remedied since the City's acquisition of the LSAP Parks.
- 3.2.2** City staff will participate in the walkthroughs and inspections.

4 LANDSCAPING SERVICES

4.1 Mowing

- 4.1.1** Contractor shall perform mowing services as specified herein.
- 4.1.2** All litter shall be removed from turf prior to mowing including, but not

limited to, leaves, bottles, cans, paper, brush, rocks, tree limbs, etc. Shredded litter is not permitted.

- 4.1.3** The mowing cycle will include sweeping, blowing and/or removing grass clippings from sidewalks and hard surfaces, and removing debris/litter from planting, shrub beds and natural turf areas. While there should be no pedestrians on site, Contractor shall take care not to blow debris towards park patrons, City staff or other workers/visitors on the property.
- 4.1.4** Natural turf areas shall be evenly cut in a professional manner with mower blades in sharp condition so as not to cause fraying of grass blade edges.
- 4.1.5** Contractor shall perform edging/trimming services while mowing is performed.
- 4.1.6** Soil, dirt, grass, and weeds shall not remain on curb edge, along street gutters, walks and pathways, or in clumps on the turf surface when mowing and edging is complete.
- 4.1.7** All cuttings resulting from trimming shrubs and trees shall be cleaned up and removed from the site by the Contractor during landscape service cycles.
- 4.1.8** If the Contractor will use a blower to clean off grass clippings off pavement, then a battery powered blower shall be used to reduce noise level, as residences are immediately adjacent to or across from all mini parks.
- 4.1.9 Mowing Frequency**
 - 4.1.9.1** In general, Contractor shall mow the lawn areas in mini parks weekly during the growing seasons but not more than twice per month when the natural turf is not actively growing.
 - 4.1.9.2** Actual mowing frequencies will be based on maintaining a turf height between 3-5 inches throughout the mini parks with natural turf areas. The City understands that turfgrasses will grow at different rates due to temperature, day length, moisture and environmental conditions.
 - 4.1.9.3** In no event shall the mowing cycle be greater than a 30 day interval.

4.2 Pesticide Application

- 4.2.1** Contractor shall apply herbicides or growth regulators as weather, weed, turf, tree, shrub, and perennial growth conditions dictate, and only upon specific approval by the City's Pest Control Advisor (PCA) or Deputy Parks & Recreation.
- 4.2.2** The PCA's approval shall include how, when and by whom the chemical shall be applied, including the applicator's valid certification(s).
- 4.2.3** Herbicides shall be selectively applied based on need and seasonal conditions.
- 4.2.4** Contractor shall maintain the tree well areas as established at the time of

the initial walkthrough of the property. Tree well areas may be increased based upon written prior approval by City as designated on a course map/plan.

- 4.2.5** Contractor shall provide chemical trimming along fence lines upon specific written approval from the City's PCA or designee.
 - 4.2.6** Qualified Applicator Certificate (QAC) or Qualified Applicator License (QAL) shall be required for Contractor's employees approved to apply herbicides or growth regulators in the specific category of the pest being controlled.
 - 4.2.7** The Contractor shall provide a copy of the QAC or QAL certificate to the Deputy Parks & Recreation Director or designee who shall keep the QAC and QAL certificates on file.
- 4.3** Contractor shall repair wheel depressions from mowing and remove wheel marks and tracks as needed to maintain an aesthetically pleasing appearance of all pathways in and around LSAP Parks.
- 4.4 Tree and Shrub Maintenance**
- 4.4.1** Contractor shall maintain the trees in accordance with this section.
 - 4.4.2** Damaged trees shall be selectively pruned according to American National Standards Institute (ANSI) standards. All tree pruning shall be done at the direction of the Deputy Parks & Recreation Director or designee.
 - 4.4.3** Tree canopy height for clearance shall be consistent throughout the site for public safety and clear site visibility.
 - 4.4.4** Contractor shall control insects, disease, and other pests as necessary to maintain tree health.
 - 4.4.5** Contractor shall remove weeds in and around tree wells as needed for a clean aesthetically pleasing appearance.
 - 4.4.6** Contractor shall prune shrubs to their natural intended form as needed.
 - 4.4.7** Contractor shall cut back ornamental grasses one time each year in the winter, unless doing so would cause specific ornamental grasses to deteriorate.
 - 4.4.8** Contractor shall maintain tree well radii and/or circumferences as established at the time of the initial walkthrough.
 - 4.4.9** Contractor shall maintain a three (3") mulch layer in all landscape areas originally designed to have mulch.
- 4.5 Irrigation System**
- 4.5.1** Contractor shall utilize best management practices when determining irrigation schedules, taking into account drought conditions while keeping the landscapes of all mini parks in aesthetic balance with the landscaped areas throughout the Nuevo development.
 - 4.5.2** Contractor shall inspect the irrigation system twice per month.
 - 4.5.3** Contractor shall perform maintenance of the irrigation system twice per

month.

- 4.5.4** The system must always operate at 100% capacity and functionality.
- 4.5.5** Contractor shall perform a visual inspection of the system both before and after irrigation to confirm that water is not leaking and to verify breaks, etc.
- 4.5.6** Contractor shall irrigate the landscape areas in the mini parks as necessary for turf, perennial, shrub, and tree vigor and health.
- 4.5.7** Contractor shall perform repairs on the irrigation system as needed, including but not limited to, identification of pipe breaks, digging to pipe, removal of broken section and installation of replacement parts and attachments.
- 4.5.8** When performing repairs Contractor shall take a photo before, during and after repair and provide a location identification to the Deputy Parks & Recreation Director or designee.
- 4.5.9** Contractor shall be responsible for any damages to the irrigation system due to Contractor's negligence. Any damage to the system shall be reported immediately to the Deputy Parks & Recreation Director or designee.

4.6 Plant Debris/Litter

- 4.6.1** Contractor shall remove all litter from turf, paved areas, and buildings.
- 4.6.2** Contractor shall pick up and remove all broken glass from paved areas and turf.
- 4.6.3** Contractor shall remove cut grass and debris that falls from or is thrown by equipment onto the pavement, streets, curb and gutters, sidewalks, driveways, or adjacent properties through the action of the work crew from the area prior to Contractor leaving the property.
- 4.6.4** At no time shall any debris (litter, leaves, clippings, etc.) be blown into the streets, trails, or onto other property. Debris in the street or roadways must be removed from the site after each mowing and properly disposed.
- 4.6.5** All collected litter and debris shall be disposed in a lawful manner off site.

4.7 Parking Lots/Miscellaneous

- 4.7.1** Contractor shall remove litter from the parking lots daily.

4.8 Special Events

- 4.8.1** Contractor shall visually inspect property before and after any special events.
- 4.8.2** Contractor shall report any debris, damage or rutting to the Deputy Parks & Recreation Director or designee. Contractor shall provide photographic evidence.
- 4.8.3** Contractor shall immediately report any other issues that may negatively impact the aesthetics or functionality of the LSAP parks or otherwise impede usage of the LSAP parks to the Deputy Parks & Recreation Director or designee.

5 CONTRACTOR EQUIPMENT AND VEHICLES

- 5.1** Contractor shall provide all equipment and vehicles necessary to perform the required landscaping services.
- 5.2** Contractor shall use only commercial grade landscaping equipment in the performance of the required services.
- 5.3** Contractor shall have adequate backup equipment on hand, to limit service disruptions in the event of a breakdown or malfunction.
- 5.4** All vehicles utilized in the performance of services shall be clean, serviceable, and shall comply with safety standards required by the State of California.
- 5.5** The City reserves the right to inspect Contractor's equipment and vehicles.
- 5.6** Contractor shall submit to the City a list of equipment and vehicles to be utilized in the performance of the landscaping services. This list shall be submitted to the City as part of the Contractor's bid.

6 STAFFING

- 6.1** Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary to provide the required landscaping services at LSAP Parks.
- 6.2** Contractor shall ensure all staff providing services for the City have all appropriate licenses and certifications.
- 6.3** Contractor shall ensure the following employment standards for all employees (including subcontractors) are complied with and enforced throughout the term of the contract.
 - 6.3.1** Verified that employee can legally work in the United States.
 - 6.3.2** At least eighteen (18) years of age.
 - 6.3.3** Sufficiently fluent in English to: (a) comprehend the instructions of Contractor personnel; and (b) offer the level of customer service established by the City.
 - 6.3.4** No known criminal background or record of conviction for other than minor vehicle code/traffic violations.
 - 6.3.5** Ability to perform normal or emergency duties requiring moderate to arduous physical exertion.
 - 6.3.6** Contractor shall ensure that all its employees and agents abide by established local, state and federal safety rules and regulations.
 - 6.3.7** Contractor shall select and hire only persons who are well-qualified to perform the job duties for which they are being hired, who are neat, well-groomed, and courteous, and who can act in the utmost professional manner when interacting with customers and the public.

6.4 Supervision

- 6.4.1** The Contractor shall assign a Site Supervisor. The Site Supervisor's responsibilities shall include, but not be limited to:
 - 6.4.1.1** Serving as the primary point of contact for the City in the administration of the agreement;
 - 6.4.1.2** Directly supervise all Contractor's employees performing services at the site;
 - 6.4.1.3** Attending the initial site walkthrough with the Deputy Parks & Recreation Director or designee;
 - 6.4.1.4** Conduct subsequent walkthroughs and inspections twice per month; and
 - 6.4.1.5** Alerting City staff to any issues or deficiencies in a timely manner.
- 6.5** The City reserves the right to request the removal of any of Contractor's personnel who do not conduct themselves in a courteous, professional manner, or whose actions endanger the safety of people or property. The Contractor shall promptly respond to requests for replacement personnel.

7 INVOICING REQUIREMENTS

- 7.1** Contractor shall invoice the City on a monthly basis for services provided by Contractor during the preceding month and shall provide the invoice in a format approved by the City, supporting narrative documentation, and is subject to verification and approval by the City.
- 7.2** Contractor shall furnish to the City the following documents prior to any monthly payment processing by the City:
 - 7.2.1** The monthly maintenance summary for month invoiced;
 - 7.2.2** Irrigation reports (status and repairs);
 - 7.2.3** Detailed pesticide use report for City's pesticide tracking purposes; and
 - 7.2.4** A duplicate copy of The Santa Clara Division of Agriculture Non-Prod, Non-Ag Monthly Reports for any month in which a pesticide was applied to any of the LSAP mini parks.
- 7.3** The City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.