

**LANDSCAPE MAINTENANCE SERVICES
GENERAL SPECIFICATIONS AND PROVISIONS**

LS20

(April 2020)

City of Sacramento
LANDSCAPE MAINTENANCE SERVICES
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CITY OF SACRAMENTO

LANDSCAPE MAINTENANCE SERVICES GENERAL SPECIFICATIONS AND PROVISIONS LS20

I. GENERAL PROVISIONS

The City of Sacramento's Streetscape Maintenance section provides managerial and contract oversight to contractors maintaining safe, sustainable, and aesthetically pleasing streetscapes that enhance and improve the quality of life in the City of Sacramento.

The following standard outlines the scope of services and responsibilities required of the Contractor but may not be inclusive to the entire scope of services. The specifications outline the quantity and category of work required.

The Nonprofessional Services Agreement (not included here) provides contract requirements such as insurance and licensing standards, code enforcement, hours of work, extra work authorizations, site service specifications, site locations, etc.

SECTION 1. SCOPE OF WORK

Work to be performed comprises general horticultural maintenance, related integrated pest management (IPM) services, the operation of manual and automatic irrigation, clean-up of landscape areas as designated in the attached list of locations and, when necessary, repairs of irrigation systems and replacement of plant materials. Requirements vary by location depending upon the landscaping present.

1.1 The work to be performed shall be by a Landscape Maintenance Contractor, licensed by the State of California with a C27 licensed to do business in the City of Sacramento. Contractor shall have at least two years actual experience in providing landscape maintenance services for large scale commercial and/or governmental agencies. There shall be no subcontracting of any maintenance services or pesticide applications under the Agreement.

1.2 Contractor is solely responsible, without further direction from the Inspector, except as specified herein, to assure all work is being done per specifications. Owner or Superintendent shall inspect every site weekly for maintenance compliance including irrigation related items, regardless of minimum requirements stated on the Maintenance Performance Schedule.

1.3 The installation and care of plant materials will be in accordance with the techniques as defined in the current edition of the "Sunset Western Garden Book". Any plant material installed by contractor shall have a minimum 120-day warranty period. This ensures root establishment, health and proper growth but is not limited to the care of the plant thereafter.

1.4 Contractor shall be aware of and shall comply with all local, County, and State laws and regulations governing landscape maintenance work applicable to individual locations being maintained.

SECTION 2. CONTRACTOR STAFF

Contractor will provide staff able to perform work at the highest standards of horticultural excellence. Key staff shall have current knowledge of best management practices regarding safety, hazardous materials and spill response, plant health, pruning, integrated pest management, pesticide application, and irrigation maintenance and repairs.

2.1 Contractor shall provide a competent full-time management representative available to communicate with the Inspector at all times during normal business hours. The representative must have the authority to represent and act for the Contractor in any matter pertaining to the Agreement. Contractor shall furnish the name and contact information to the Inspector prior to the commencement of the contract and further advise the Inspector of any changes. The representative must be capable of communicating effectively with City staff through the use of the English language, both orally and in writing.

2.2 Contractor shall provide a competent field supervisor on-site during all times that work is being performed. Contractor shall furnish the names of all such supervisors to the Inspector prior to the commencement of the contract and further advise the Inspector of any changes. Contractor's supervisors must be capable of communicating effectively, orally, with City staff through the use of the English language.

2.3 The Contractor shall have at least one full-time City designated employee who can competently work on irrigation systems, including the testing, rebuilding and/or replacement of valves, controllers and pipe and main line breaks. This shall include identifying electrical connectivity and location of valves including full operation, programming, and system control of CalSense Smart controllers.

2.4 The Contractor shall have at least one full-time employee who has a Qualified Applicators' License or Maintenance Gardener Certificate and who is registered at all times with the Sacramento County Agriculture Commissioner. Contractor will check each bid to verify if the License is specified over the Certificate, or if either the license or certificate is acceptable. It is the Contractor's responsibility to keep all licenses, certifications, and registrations current, with copies on file with the City.

2.5 Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the Inspector, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under

this contract (s). Contractor shall meet with the Inspector to consider the appropriate course of action with respect to such matters and Contractor shall take reasonable measures under the circumstances to assure the Inspector that the conduct and action of Contractor's employees will not be detrimental to the interest of the City of Sacramento and/or premises.

2.6 The Contractor shall require each of its maintenance employees to wear uniforms with the Contractor's company name, proper shoes and other personal protective equipment required by OSHA and CAL OSHA Regulations. If uniform shirts have buttons, they must be buttoned at all times. No advertisements or logos other than the Contractor's shall be on employee's uniforms. Contractor's employees shall be neat and clean in appearance at the start of each workday.

2.6.1 ANSI-approved safety vests will be worn at all times while working within the City right-of-way.

2.6.2 OSHA Standard 1910.135 requires employers to ensure that each affected employee wear a protective hardhat when working in areas where there is a potential for injury to the head from falling objects. Contractor shall wear a protective hardhat when working with City crews and using heavy equipment and or a potential for head injury is present.

SECTION 3. CONTRACTOR VEHICLES

3.1 Contractor vehicles shall be in good condition and shall have the company name and phone number clearly visible to the public at all times.

3.2 Contractor vehicles will be equipped with all proper warning lights, signage, and other equipment necessary to safely work in the City right-of-way. At any time, Streetscapes can recommend additional safety equipment be added or reduced for working conditions.

SECTION 4. SAFETY

Contractor shall plan and conduct all work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable local, County, State or Federal requirements.

Contractor agrees to accept the sole responsibility for complying at all times with O.S.H.A. and CAL O.S.H.A. Safety Orders, Chapter 12.20 of the Sacramento City Code CLOSURE OF PRIMARY STREETS FOR CONSTRUCTION and the California Manual on Uniform Traffic Control Devices (MUTCD) for lane closures, so as to protect all persons, including employees from foreseeable injury, or damage to property.

4.1 It shall be the Contractor's responsibility to inspect and identify any conditions that render any portion of the maintenance area unsafe, as well as any

unsafe practices occurring thereon. The Inspector shall be notified immediately of any unsafe condition that requires correction. Contractor shall be responsible for making routine corrections such as, but not limited to: filling holes in all turf areas, along curbs, sidewalks, and paving, replacing valve box covers, and vehicular and pedestrian visibility and clearance of trees and shrubs. Contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring in the maintenance area, including a complete written report thereof to the Inspector within five (5) days following the occurrence.

4.2 Contractor shall check concrete areas, sidewalks, curbs, brick and retaining walls, etc. for cracks, crevices, graffiti and deterioration and shall report any deterioration or graffiti to Inspector immediately.

4.3 It shall be the Contractor's responsibility to supply all safety equipment and to educate their employees in the rules of safety. ANSI-Approved safety vests are to be worn at all times while working in the City right-of-way property.

4.4 Work Affecting the Public Right-of-Way.

Contractor acknowledges and agrees that the safety of motorists, pedestrians, and maintenance crews while working along the City's transportation corridors is paramount, and Contractor agrees that during the progress of the work, Contractor shall constantly protect and preserve the safety of the public. Contractor shall not unnecessarily cause inconvenience to the public during the progress of the Work and shall minimize the inconvenience caused by Contractors operations. Such operations include, but are not limited to, work performed on or adjacent to the work site, traffic lane and pedestrian closures and deliveries of material and equipment.

4.4.1 Temporary Traffic Control Requirements

Contractor shall be solely responsible for furnishing, installing and maintaining all advance warning signs and devices necessary to safeguard the general public and the work, and to provide for the proper and safe routing of vehicular and pedestrian traffic during the performance of the work. This requirement shall for the duration of the service or project and shall not be limited to working hours. The use of flagmen, cones, barricades and construction signage shall comply with the current edition of the MUTCD.

4.4.1.1 Work on a median or side of road, with no lane closure:

All work on a median or side of road, including mobile maintenance operations such as litter pick-up or walking with a backpack sprayer, the use of advance warning signage at both ends of the work area is

required and for any oncoming merging traffic entering into your work zone.

Maintenance activities which require time to complete, such as pruning, irrigation testing or repair, mowing or edging will require in addition to the high-rise warning sign, cones shall be placed along the curb, spaced according to the MUTCD.

Use of the standard Streetscape Maintenance temporary traffic control plan is approved.

4.4.2.2 Work on a median or side of road, with lane closure:

Contractor shall submit a traffic control plan showing proposed traffic control measures and detours for vehicles and pedestrians a minimum of ten (10) working days prior to the start of any work that requires the closure of a sidewalk or traffic lane. The traffic control plan shall include the following information pursuant to City Code Chapter 12.20:

- The name and business address of the applicant.
- Supervisor on site, contact phone number.
- Date/Dates of Closure
- Working operation of Closure/Working hours

- A diagram showing:
 - The location of the proposed work area;
 - The location of areas where the public right-of-way will be closed or obstructed; and
 - The placement of traffic control devices necessary to perform the work.

- The proposed phases of traffic control in a narrative format including a description and dates for the beginning and ending of each phase.

4.4.2.2.1 Contractor shall not be allowed to work until a City-approved traffic control plan is on file with the Inspector. If the Inspector determines at any time that actual traffic conditions under the approved plan are not adequate to ensure public safety, the Engineer may require the plan to be immediately modified. If a hazardous condition cannot be eliminated by plan modification, the Inspector may require work under the plan to be stopped, and the plan suspended,

until the safety hazard is remedied. Contractor shall not be entitled to any costs, damages or extension of Contract time arising from any stop work order issued by the Inspector under this Section.

4.4.2.2 Contractor shall provide safe pedestrian and disabled access through or around the construction area at all times. Sidewalk closure shall comply with the “Policy for Sidewalk Closures” established by the City of Sacramento’s Department of Public Works pursuant to federal and state disability access laws and regulations. Contractor shall provide access to all existing driveways, adjacent parking areas, and buildings at all times unless other arrangements are made with the property owner and approved by the Inspector. Access for emergency vehicles shall be clear at all times.

4.4.2 All Work within public streets and/or right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the public as possible. Unless otherwise approved, Contractor shall maintain at least one travel lane in each direction at all times on two-way Primary Streets (defined below), and at least two travel lanes at all times on one-way Primary Streets. The Contractor shall also maintain local property access and access to existing public cross-streets.

4.4.3 On working days, between 6:00 a.m. to 8:30 a.m. and 4:00 p.m. to 6:00 p.m., Contractor shall maintain the number of lanes normally available on all Primary Streets unless otherwise approved in writing by the City Traffic Engineer. In addition to the foregoing, on working days, Contractor shall maintain the number of lanes normally available on J Street between Interstate 5 and 16th Street between the hours of 7:00 a.m. and 6:00 p.m. unless otherwise approved in writing by the City Traffic Engineer. All requests for consideration by the City Traffic Engineer shall be submitted thru the Inspector.

4.4.4 “Primary Streets” are defined as any one of the following streets and its adjacent public sidewalk:

- | | |
|-----------------------------------|---|
| 3rd St., between I St. & Broadway | G St., between 3rd St. & Alhambra Blvd. |
| 5th St. between H St. & Broadway | Garden Highway |
| 6th St. between H St. & Q St. | H St. |
| 7th St. between G St. & T St. | Heritage Lane |
| 8th St. between G St. & Broadway | Hornet Dr. |
| 9th St. between G St. & Broadway | Howe Ave. |
| 10th St. between G St. & Broadway | I St. between 3rd St. & 29th St. |

11th St. between G St. & Q St.	J St.
12th Ave. between Martin Luther King Blvd. and Sutterville Rd.	Jackson Rd.
12th St. between N 12th St. & W St.	Jibboom St.
13th St. between H St. & L St.	K St. between 15th St. & Alhambra Blvd.
14th St. between G St. & L St.	L St. between 3rd St. & Alhambra Blvd.
15th St. between F St. & Broadway	La Mancha Way
16th St. between N 16th St. & Broadway	La Riviera Dr.
19th St. between G St. & Broadway	Land Park Dr.
21st St. between 4th Ave. & G St.	Mack Rd.
24th St. (Knight Way & Meadowview Rd., W St. & 2nd Ave)	Main Ave. west of Kelton Way
29th St. between D St. & W St.	Marconi Ave.
30th St. between E St. & T St.	Martin Luther King, Jr. Blvd.
34th St. between Folsom Blvd. & Broadway	Marysville Blvd. btwn Del Paso Blvd. & Bell Ave.
43rd Ave. west of South Land Park Dr.	Meadowview Road
47th Ave., city portions between 24th St. & Stockton Blvd.	Munroe St.
55th St.	N St. between 2nd St. & Alhambra Blvd.
65th St. between Folsom Blvd. & Broadway	North 12th St.
65th St. Expressway between Elvas Ave. & south city limit	North 16th St.
Alhambra Blvd. between E St. & Broadway	North B St. between North St. & 16th St.
Alta Arden Expressway	Northgate Blvd.
Alta Valley Way	Norwood Ave.
American River Dr. between Howe Ave. & Munroe St.	P St. btwn 2nd St. & Stockton Blvd.
Arcade Blvd. between Marysville Blvd. & Marconi Ave.	Pocket Road
Arden Way	Point West Way
Azevedo Dr.	Power Inn Rd.

Broadway	Q St., between 2nd St. & Alhambra Blvd.
Bruceville Rd.	Raley Blvd.
Capitol Ave. between 15th St. & Folsom Blvd.	Response Rd.
Carlson Dr.	Richards Blvd.
Center Parkway	Rio Linda Blvd.
Challenge Wy.	Riverside Blvd.
College Town Dr.	Roseville Rd.
Connie Dr. between Roseville Rd. & Marconi Ave.	Royal Oaks Dr.
Cosumnes River Blvd.	San Juan Rd.
Del Paso Blvd., south of Marysville Blvd.	Seamas Ave., east of Riverside Blvd.
E St., between 27th St. & Alhambra Blvd.	South Land Park Dr.
El Camino Ave.	South Watt Ave.
Elder Creek Rd.	Sproule Ave.
Elsie Ave.	Stockton Blvd.
Elvas Ave., between 56th St. & 65th St.	Sunbeam Ave.
Ethan Wy.	Sutterville Rd.
Evergreen St.	T St., between 34th St. & 39th St.
Exposition Blvd.	Truxel Rd.
Fair Oaks Blvd.	University Ave., between Campus Commons Dr. & Fair Oaks Blvd.
Florin Perkins Rd.	Valley Hi Dr., between Franklin Blvd. & Mack Rd.
Florin Rd.	W St., between 3rd St. & 29th St.
Folsom Blvd.	West El Camino Ave.
Franklin Blvd.	Windbridge Dr.
Freeport Blvd.	Winding Way
Fruitridge Rd.	X St., between 3rd St. & Alhambra Blvd.
Greenhaven Dr.	

The above definition of “Primary Streets” may be modified at any time upon

written notice to Contractor by City, as the City Traffic Engineer deems necessary.

4.4.5 Holiday Season Construction Moratorium

During the holiday season, work requiring any lane closure will be suspended on Holiday Season Moratorium Streets (defined below), unless otherwise approved in writing by the City Traffic Engineer. All requests for consideration by the City Traffic Engineer shall be submitted thru the Inspector. As used herein, the term "holiday season" means the period of time beginning Thanksgiving Day and ending on the first regular working day following New Year's Day.

4.4.5.1 No new work that would interfere with traffic during the holiday season shall begin on any Holiday Season Moratorium Streets after November 1. All existing conditions within any Holiday Season Moratorium Streets shall be restored to their original or better condition prior to the start of the holiday season, and all unauthorized steel plates, barricades, and barriers shall be removed from all traffic lanes.

4.4.5.2 Contractor may submit a written request for exemption from the foregoing prohibition to the Inspector, explaining why Contractor should be allowed to work within any Holiday Season Moratorium Streets during the holiday season. The request shall specify the time, date and description of the work to be performed in the Holiday Season Moratorium Streets and the extent of Contractor's proposed lane and/or sidewalk closure. The Inspector will decide whether to forward the request to the Engineer or deny such request, in whole or in part, in the Engineer's sole discretion.

4.4.5.2 "Holiday Season Moratorium Streets" are defined as follows:

12th Ave., between Martin Luther King, Jr. Blvd and Sutterville Rd.
21st St., between 4th Ave. and G St.
24th St., between Knight Wy. and Meadowview Rd. and W St. and
2nd Ave.
55th St., south of Fruitridge Rd.
Alta Arden Expressway
Arden Wy.
Broadway
Challenge Wy.
Del Paso Blvd., south of Marysville Blvd.
El Camino Ave.
Ethan Wy.

Evergreen St.
Exposition Blvd.
Fair Oaks Blvd.
Florin Blvd.
Folsom Blvd.
Franklin Blvd.
Freeport Blvd., within one block of all its side streets, between
Broadway and Blair Ave.
Fruitridge Rd., between Rickey Dr. and 59th St.
Greenhaven Dr., between Havenhurst Dr. and Windbridge Dr.
H St.
Heritage Ln.
Howe Ave.
J St.
La Mancha Wy.
Mack Rd.
Marconi Ave.
Marysville Blvd., between Del Paso Boulevard and Bell Avenue
Meadowgate Wy., between Munson Wy. and Franklin Blvd.
Meadowview Rd.
Munson Wy.
Natomas Blvd.
Northgate Blvd.
Point West Wy.
Power Inn Rd.
Response Rd.
Royal Oaks Dr.
San Juan Rd.
Stockton Blvd., and w/in one block of all its side streets from Perry
Ave. to the south city limits
Truxel Rd.
Valley Hi Dr. north of Wyndham Wy.
West El Camino Ave.

The above definition of “Holiday Season Moratorium Streets” may be modified at any time upon written notice to Contractor, as the City Traffic Engineer deems necessary.

4.4.5.3 In addition to the above-listed streets, no work shall be performed during the holiday season on any street in the area bound by the American River on the north, the Sacramento River on the west, one block south of Broadway on the south, and 34th Street on the east, without obtaining permission in writing from the City Traffic Engineer. All requests for consideration by the City Traffic Engineer shall be submitted thru the Inspector.

SECTION 5. INSPECTION AND OVERSIGHT

Each streetscapes maintenance contract will be managed by a Streetscapes Maintenance Inspector. The inspector provides the principal contract management and monitoring function and is the primary contact point for communications between the City and the Contractor.

The Inspector will ensure compliance with the contract documents, observing work both during progress and upon completion. The Inspector will make routine independent inspections of all sites maintained by the Contractor, which may or may not be announced and do not require the presence of the Contractor. Inspections shall be both visual and operational. In addition, the Streetscape Maintenance Inspector may call for the Contractor to meet on site for a walkthrough inspection. The Streetscape Maintenance Inspector will schedule such meetings at the discretion of the City.

5.1 Inspection Reports.

The Inspector will prepare a "Landscape Maintenance Inspection Report", with a performance rating. Ratings will reflect work performance of Contractor at the site locations under the terms and conditions of this contract. The inspection report may include comments with recommendations for improvements, but it does not take away the contractor's responsibility to maintain each site per contract specification and to the satisfaction of the City. Problem areas are to be acted upon promptly and corrective action taken, as applicable.

5.1.1 Inspection reports will be prepared in two copies. The Inspector will establish a schedule for the Contractor to pick up their copy from the Streetscapes Maintenance Office and sign the City's copy, acknowledging receipt. Failure to retrieve the Contractor's copy of an inspection report will not relieve the Contractor of their responsibility to correct all noted problem areas in a timely manner.

5.1.2 The inspector will give the contractor an opportunity to correct or replace nonconforming deliverables or services, when this can be accomplished within the required delivery schedule. Correction or replacement will be without additional cost to the city.

5.1.3 The inspector will not consider the services complete until all unacceptable performance has been corrected. The value of the contractor's non-performance will be deducted from any money due the contractor. The inspector will document in the contract file the basis for any amounts withheld.

5.2 Failure to Perform.

If the Contractor fails to perform in accordance with the terms and conditions of this contract, the Inspector will document the deficiencies on the "Landscape Maintenance Inspection Report" form or via email, which will serve as written notice to the Contractor.

5.2.1 A rating of "Needs Improvement" will require the Contractor to correct the stated deficiency(s) within seven calendar days, or as otherwise specified by Inspector.

5.2.2 A rating of "Unsatisfactory" will require the Contractor to correct the stated deficiency(s) within 48 hours, or as otherwise specified by Inspector. After two consecutive "unsatisfactory" ratings for any area within a contract, a "Failure to Comply" letter may be issued and the equivalent of two week's maintenance fees will be deducted from the monthly service fee.

5.2.3 A "Failure to Comply" rating represents a final notice. The City may choose to terminate the Agreement, or, at the discretion of the Inspector, may allow the Contractor to correct deficiencies within 24 hours. Failure to correct deficiencies within 24 hours will result in contract termination. The termination may result in the Contractor being considered "Non-Responsible" during subsequent bid evaluations, for a period of up to one year.

5.2.4 A Contractor receiving more than two "Unsatisfactory" ratings within a 90-day time span may be issued a "Failure to Comply" letter. If two "Failure to Comply" letters are issued within a 180-day period, the City may terminate the Agreement. The termination will cause the Contractor to be considered "Non-Responsible" during subsequent bid evaluations, for a period of up to one year.

5.2.5 Any Contractor receiving two "Failure to Comply" letters within a contract year may be considered "Non-Responsible" during subsequent bid evaluations, for a period of up to one year.

SECTION 6. BASIS FOR PAYMENT

The city pays for results only. The inspector will not consider the services complete until all unacceptable performance has been corrected. The value of the contractor's non-performance will be deducted from any money due the contractor. The inspector will document in the contract file the basis for any amounts withheld.

6.1 The Contractor will submit a monthly invoice for maintenance services rendered. Upon receipt, the Inspector will review the Contractor's invoices and supporting documentation. Before authorizing payment, The Inspector will ensure the Contractor has adequately demonstrated the satisfactory delivery of services

as agreed to in the Agreement. The Inspector will also verify that rates for the contractor are as stated in the Agreement.

6.2 If the services received are not acceptable or not in accordance with the contract terms, the Inspector will only authorize payment for those services received that are in accordance with the contract terms and conditions. The Inspector may withhold payment for all other charges until the contract terms and conditions have been met.

6.3 In the event of termination, the City shall be responsible only for payment of those services performed and accepted by the City prior to the date of termination; and Contractor may at the City's option, be held liable and assessed for any and all costs associated with repair and/or to bring all contract sites to a state of good repair, to a satisfactory condition, and for the re-procurement of the contract services.

SECTION 7. CONTRACTOR COMMUNICATION

7.1 Contractor shall provide the City with an emergency contact list identifying the names, positions held, and phone numbers of key maintenance personnel, including mobile numbers.

7.1.1 The Contractor shall maintain a 24-hour emergency phone number where they be reached with no more than a fifteen minute delay in call back time. Once notified, contractor shall respond to an emergency within thirty minutes. Failure to respond to the Inspector's call within the fifteen minute time requirement may result in the Inspector calling another contractor to respond to the emergency call. Contractor shall be billed or have monies deducted for the cost of calling another Contractor to respond to the emergency. Non-Emergency telephone calls within reason should be returned as a courtesy no later than 2 business days.

7.1.2 The City emphasizes use of electronic forms to communicate work orders to the Contractor. Contractor is further required to maintain at least one active email address, to receive any correspondence from the Inspector. Contractor is required to regularly check for incoming messages and respond by not later than 12:00 p.m. the next business day.

7.2 Contractor will attend meetings and site inspections, as requested by the Inspector.

SECTION 8. MAINTENANCE SITES AND DESCRIPTIONS

Specific sites are delineated in the Maintenance Performance Schedule of individual contract bid documents.

8.1 It is the Contractor's responsibility to examine all sites to be maintained prior to submitting a bid. The City recommends and encourages a pre-bid drive with the area Inspector to visit locations and gain expectations prior to bidding. The Contractor will be initially accepting each service area in their present physical condition. The submission of a bid or quote shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of the work to be performed, materials to be furnished, and as to the requirements of the Agreement. No further demands may be made by the Contractor for additional service fees due to the lack of understanding concerning the specifications and scope of work described herein. If the site is not in a state of satisfactory condition at the time of bid award, the Contractor will submit a schedule to bring sites to a satisfactory condition within thirty days.

8.2 The City reserves the right to add, delete, or change sites and/or maintenance services required during the term of a contract. To the extent that any such modifications may alter the specifications in the agreement, the City will evaluate the need to amend the contract. If the changes result in an increase or a reduction in the maintenance costs of the contract, said costs will be adjusted, mutually agreed upon by the City and Contractor, and incorporated into the amendment.

8.3 Thirty days before the expiration of a contract, the Inspector may deem it necessary to conduct an exit pre-inspection in order to assure all sites within the contract are satisfactory and per contract specifications and the contractor will be notified of any deficiencies. The Contractor may be held financially accountable, with a possible deduction or withholding of final payment if contract sites are not in a satisfactory condition at the end of contract. Factors considered will include, but not be limited to, plant health, pruning standards met, proper function of all irrigation systems, and weed and litter/debris accumulation.

SECTION 9. TIME SERVICES RENDERED

The services will be provided as required by the Maintenance Performance Schedule. Specific date(s) will be mutually agreed upon by the Contractor and the Inspector.

9.1 The Contractor shall submit a proposed service schedule for each site within fourteen days after award of the contract.

9.1.1 The schedule must indicate the specific(consecutive)day(s) of the week and approximate hours when each site will be serviced. The schedule will also include the day irrigation testing will be performed and the approximate time irrigation test will be in progress.

9.1.2 Contractor shall conduct the work required in such manner as to cause the least amount of interference to the public. The Contractor shall

conduct weekday operations between the hours of 7:30 a.m. and 4:00 p.m. Services shall not commence on Primary Roadways or adjacent sidewalks until after 8:30am.

9.1.3 The Inspector will review and approve the schedule or request changes. Any modification of the established service schedule is subject to approval by the Inspector.

9.1.3.1 Permanent changes to the Contractor's service schedule shall be in writing and turned into the Inspector at least one week prior to change taking effect.

9.1.3.2 The Inspector shall be notified of any temporary change to the service schedule by no later than 7:30 AM the morning of the scheduled change. Failure to notify Inspector of service day change by 7:30 a.m., may result an unsatisfactory rating for the week.

9.1.4 If a scheduled service day falls on a Federal, State or City holiday, Contractor must provide scheduled service within two days before or after the holiday. Work is to be suspended on the holidays as listed below:

- New Year's Day- operations close by 12pm on January 31st and all day January 1st
- Dr. Martin Luther King Jr. Day- 3rd Monday in January
- President's Day- 3rd Monday in February
- Cesar Chavez Day- March 31st
- Memorial Day- Last Monday in May
- Independence Day- July 4th
- Labor Day- 1st Monday in September
- Veteran's Day- November 11th
- Thanksgiving Day
- Christmas Day- operations close by 12pm on December 24th and all day December 25th

9.1.5 Contractor shall not perform certain operations, particularly during periods of inclement weather, which may destroy or damage ground cover, athletic/turf areas, trees or shrubs. Any debris or litter which collects as a result of inclement weather or flooding, shall be removed upon rain patrol from the servicing Contractor on scheduled service day and during the next scheduled service day. Inclement weather does not release the Contractor's responsibility to provide service during the week as required by the Maintenance Performance Schedule.

9.1.6 In the event of a service delay caused by equipment failure, Contractor shall notify the Inspector immediately. All service will be completed within two days of said failure, unless otherwise approved by the Inspector.

9.1.7 Any failure to provide a scheduled service within the service week, without prior approval from the Inspector, will result in a deduction of payment for not providing a complete service.

9.2 Contractor shall perform the required maintenance services between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday. On Primary Streets, the hours shall be 8:30 a.m. and 3:30 p.m. Contractor may request to work on Saturdays only with prior approval of Inspector. Saturday work will not be authorized for unsatisfactory performance or failure to deliver complete service on scheduled day.

SECTION 10. REPAIRS AND EXTRA WORK

10.1 The Inspector may authorize the Contractor to perform additional work, including but not limited to, repairs and replacements when the need for such work arises. Should such repairs or replacements be necessary as a result of Contractor's negligence, Contractor will be responsible for completing such repairs or replacing damaged property at no additional cost to the City.

10.2 Contractor may not change the regular service schedule or work force to do unscheduled/extra work unless authorized by the Inspector.

10.3 In order to be considered for repair maintenance work projects, both in and outside of their contracted sites, the Contractor must maintain their contracted maintenance sites in a manner that meets or exceeds City Standards for landscape maintenance. In all cases, standards will be determined by the Inspector.

10.4 Should a lane closure be required for repair maintenance work; cost of permit and equipment shall be detailed in the estimate. No percentage mark-up shall be added to equipment rental fees. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Inspector may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor.

10.5 All repair work shall commence on the specified date established through communication with your area inspector and Contractor shall proceed diligently to complete said work within the time allotted. All replacements of plant material or irrigation components shall be the same like and kind as what is missing or needed to be replaced, unless authorized by the Inspector. Upon request, Contractor shall submit highlighted copies of receipts for materials purchased. Receipts shall be

turned in with Contractors invoice for said repair and replacements.

10.6 Inspector shall authorize in writing, any additional maintenance repairs, prior to work being done. Contractor will submit a written quote, on a city approved "Repair Work Request form" detailing materials and labor charges used for maintenance repairs. When applicable, a USA ticket number, copy of ticket and dates shall be provided in writing to the inspector. The Inspector will generate a work order number which will authorize the Contractor to proceed with the work and to then submit an invoice for work performed. All invoices submitted must include:

- Invoice Number (not to be re-used/duplicated in series)
- Contract Name and Site Name
- Valid Purchase Order Number
- Work Order Number
- Description of Work Performed
- Valid date on invoice reflecting date sent to City for payment

SECTION 11. DAMAGE CAUSED BY CONTRACTOR

11.1 Any damage to either the City or private property which was caused by the Contractor shall be repaired or replaced at the Contractor's expense and to the City's satisfaction. Damages may be the result of, but not limited to:

11.1.1 Power equipment damage to trees, shrubs, turf and sprinklers.

11.1.2 Pruning methods not consistent with City specifications.

11.1.3 Over-watering or under-watering of plant materials.

11.1.4 Failure to make irrigation inspections, adjustments and repairs within schedules specified.

11.1.5 Chemical overspray or leaching, or lack of chemical control.

11.1.6 Failure to report or allow plant material to decline to a state of poor appearance as deemed by the Streetscapes team.

11.2 All repairs or replacements shall be completed in accordance with the following maintenance practices:

11.2.1 Trees - Minor damage such as bark loss from impact of mowing equipment shall be checked by the City Inspector. If in the Inspector's judgment the damage is such that it will stunt or weaken growth, the tree will be removed and replaced at Contractor's expense as calculated by the City's Urban Forester.

11.2.2 Shrubs - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instructions of the Inspector. It will be under the direction of the Streetscapes team on the severity of the damage.

11.2.3 Chemicals - All plant damage resulting from chemical operation, either spray-drift or lateral-leaching, shall be corrected in accordance with the aforementioned maintenance practices and the soil reconditioned to ensure its ability to support plant life.

11.2.4 Irrigation Parts – All Irrigation parts shall be repaired and replaced with same brand of like type and kind or as approved by the Inspector.

SECTION 12. INTERFERENCE WITH PUBLIC USE

Contractor shall not interfere with the public use of the City property and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed. Should services be limited, it is the duty of the Contractor to report interferences to the Inspector.

12.1 Contractor shall not post signs or advertising material upon any work site, unless prior approval is obtained from the Inspector.

12.2 Contractor shall remove all advertisements and election signs from the work site, including utility poles and trees, regardless of size or type, each time site is serviced. Contact Inspector regarding wood signs installed in the ground by developers to advertise house sales prior to removal.

SECTION 13. LICENSING AND CERTIFICATIONS

13.1 All maintenance and repair services shall be performed by a licensed Landscape Maintenance Contractor. At a minimum, the Contractor must possess the following licenses and certifications:

- State of California C27 – Landscaping Contractor License
- State of California Department of Pesticide Regulation Qualified Applicator License.
- State of California Agricultural Pest Control Business License
- City of Sacramento Business Operations Tax Certificate

- State of California Department of Industrial Regulations Public Works Contractor Registration

Additional licenses and/or certificates may be required by the City, as specified in individual contract documents.

13.2 Contractor shall maintain all required licenses and certificates throughout the duration of the contract. Failure to maintain required licenses and certificates may result in suspension of work and/or termination of the contract, at the City's discretion.

SECTION 14. KEY CONTROL

Contractor shall be responsible for the proper use and safekeeping of all keys issued by the City under an Agreement. Lost or stolen keys shall be reported immediately to the Inspector. Contractor shall reimburse the City for the cost of replacing keys and/or the re-keying of all keyed alike locks. Upon expiration or termination of the Agreement, all keys received by the Contractor shall be accounted for and returned to the City.

CITY OF SACRAMENTO

LANDSCAPE MAINTENANCE SERVICES GENERAL SPECIFICATIONS AND PROVISIONS LS20

II. LANDSCAPE MAINTENANCE SPECIFICATIONS

City contractors provide landscape maintenance on medians, at special district-funded streetscape locations, and at public facilities and parking lots on a contractual basis, using best management practices. Scheduled maintenance includes mowing; edging; weeding; debris and litter control; pesticide and fertilizer applications; mulching; and plant pruning, removal, and replacement along with bi-monthly irrigation system testing and adjustment. Irrigation systems are maintained to provide maximum coverage and water conservation, in accordance with the City of Sacramento Water Ordinance and industry guidelines. In addition, plantings and irrigation components are repaired or replaced in the case of auto accidents, vandalism, and other unforeseen causes.

Contractors are encouraged to employ sustainable landscape management practices, whenever practicable, including, but not limited to, integrated pest management, plant material debris recycling, low water volume irrigation, composting, and use of mulch and compost.

SECTION 15. TURF MAINTENANCE

15.1 Turf Mowing

Mowing operations shall be performed in a manner that ensures a smooth surface appearance throughout the year.

15.1.1. All turf will be mowed with professional quality mulching mower equipment. Pricing assumes that bagging and removing clippings will be required only when excessive leaf debris is present, turf is too long to mulch, or when moisture conditions are too high to allow effective mulching without substantial clumping of turf debris.

15.1.2. Prior to each mowing, remove all litter and debris from lawn areas. Formal turf areas shall be mowed per the schedule below and maintained at a height of no less than two inches (2") and no more than four inches (4"). Coordinate mowing schedules with the Inspector. Maintain a uniform lawn height, free from scalping. Where feasible, or as requested, alternate mowing direction with every mowing. Precautions shall be taken to prevent rutting, damage to trees, shrubs and sprinklers.

15.1.2.1 Hard fescue areas will be mowed two times per year, or as specified per site, and all clippings will be removed from site and disposed of at an appropriate landfill.

15.1.2.2 Non-irrigated native grass areas will be mowed three times per year, or as directed by the Inspector per the site performance pages.

15.1.3. The Inspector and Contractor will evaluate and determine any areas that require bagging and removal of clippings on a regular year-around basis.

15.1.4. Contractor is responsible for any damages incurred as a result of mower damage to turf, irrigation components, trees and shrubs and must repair or replace any such damage at no cost to City. Ten (10) foot clearance maintained around tree wells are encouraged to minimize such damage.

15.1.5. Clippings will be swept or blown from hardscapes after each mowing. Sweeping is encouraged when feasible or as directed by City Staff.

15.2 Turf Edging and Trimming

15.2.1. Mechanically trim all landscape turf edges with each mowing. Edges include all formal lawn perimeters and tree wells in lawn areas. Clean debris from hardscapes and non-turf landscape areas, remove larger debris.

15.2.2. Trim all formal lawn areas that cannot be reached by a mower. Areas to be trimmed include any lawn adjacent to poles, signs, bollards, trees, utility boxes, walls and all other obstacles. Perform trimming to the same height as mowing. Clean debris from hardscapes and non-turf landscape areas, remove larger debris.

15.2.3. Contractor is responsible for any damages incurred as a result of trimmer and edger damage to trees and shrubs and must repair or replace any such damage at no cost to City. Properly maintained tree wells are encouraged to minimize such damage.

15.3 Turf Fertilization

15.3.1 Use applications of slow release fertilizers that are a complete pellet type, with appropriate amounts of nitrogen, phosphorous, potassium and trace elements during the growing season of March through September. Use cool season fertilizer October through February. All such applications must be approved and verified by the Inspector. No use of a combo weed, and feed is allowed.

15.3.2 The Contractor shall provide an annual fertilization schedule, listing proposed materials of a minimum mid-range quality, application rates and application times to the Inspector. The Contractor shall notify Inspector twenty four hours in advance of the actual fertilizer application.

15.3.3 Contractor shall include copies of receipts for purchase of fertilizer applied with the next monthly invoice. Failure to submit receipts may result in a deduction in payment for the application and reapplication.

15.3.4 Contractor shall only apply fertilizer when the soil is sufficiently wet to immobilize the fertilizer and prevent run off. Fines can be issued for environmental impacts to our waterways. With advance written request to the City Inspector, contractor may apply manual irrigation to ensure penetration if needed. Contractor must remain on-site and monitor surface flow.

15.4 Turf Weed, Pest, and Disease Control

15.4.1 Use cultural methods (mulch mow, fertilize, aerate, irrigate) to minimize weed cover on all turf. When necessary, selective weed killers will be used to maintain a weed-free appearance. Turf pre-emergent applications shall be applied between February and May to control broadleaf weeds and crabgrass as weather allows. Use of an additional broadleaf herbicide application may be required by the Inspector if additional weed control is needed. Extreme caution shall be used to avoid damaging any other plants when selective weed killers are used.

15.4.1.1 Hard fescue areas shall also be maintained to present a weed-free appearance. Weeds shall not be allowed to exceed four inches (4") in height. Contractor shall use a pre-emergent weed control method upon notification to the Inspector. Contractor may use other chemical controls for weeds, insects, and fungus, with approval of the Inspector. Contractor shall be required to hand pull weeds upon direction of the Inspector.

15.4.2 Monitor all turf areas for infestation harmful insects. Use cultural and mechanical means for control, including reducing irrigation in fall, fertilizing to outgrow damage, and aerating in spring to reduce larvae population. Apply pesticides only to specific areas where insect infestations have been identified by the Contractor and pose significant risks to the health and appearance of turf. Use health and environmental hazard information to choose most effective and least hazardous product.

15.5 Turf Aeration

Turf aeration is included as part of the contracted maintenance service, as specified in the Maintenance Performance Schedule.

15.5.1 Aeration of all turf areas shall be done by using a device that removes cores to a depth not less than two inches (2") and not more than

six inch (6") spacing and shall be done three days prior to fertilizer application.

15.5.2 All cores shall be removed from the turf and disposed of off-site or thoroughly pulverized within twenty-four hours after aerating.

15.6 Turf Renovation

15.6.1 Vertical mowing, or mechanical thatch removal, may be included as part of the contracted maintenance service, as specified in the Maintenance Performance Schedule or a quote may be solicited by the City as extra work. Specific requirements will be included in the request for quote/bid.

15.6.2 Over-seeding may be included as part of the contracted maintenance service, as specified in the Maintenance Performance Schedule or a quote may be solicited by the City as extra work. Specific requirements will be included in the request for quote/bid.

SECTION 16. TREE, SHRUB, AND VINE MAINTENANCE

15.1 Fertilization

Trees, shrubs, and vines shall be fertilized, according to the Maintenance Performance Schedule, with a complete, pellet type fertilizer, with appropriate amounts of nitrogen, phosphorus, potassium and trace elements and approved by the Inspector.

15.1.1 Contractor shall only apply fertilizer when the soil is sufficiently wet to immobilize the fertilizer and prevent run off. Fines can be issued for environmental impacts to our waterways. With advance written request to the City Inspector, contractor may apply manual irrigation to ensure penetration if needed. Contractor must remain on-site and monitor surface flow.

16.2 Weed, Pest, and Disease Control

16.2.1. Use cultural methods (mulch, proper pruning, and proper irrigation) to encourage plant health and growth and discourage weeds. Keep planter beds and tree wells free of weeds and debris on a rotational basis, weekly throughout the year by hand pulling or other mechanical means. Entire site shall be weeded by hand or mechanical weeding methods that remove the roots at least once monthly. Ground covers are

to be trimmed as often as necessary, so they are kept back a minimum of six (6) inches of sprinklers, walkways or outside any of the planters.

16.2.2 Pre-emergent and herbicides shall be used to control weeds in all landscaped areas. Contact the Inspector with any alternative methods of weed control to reduce chemical applications. Contractor is responsible for watering methods and staying consistent with water conservation restrictions.

16.2.3. Control of major disease and insect infestations for trees, shrubs and ground covers is not a part of the contract work and is considered an Additional Service. Regularly monitor all plant material and immediately notify the Inspector of any need for such control. Contractor is responsible for any damage to plant material incurred as a result of failure to immediately notify Inspector of correctable disease and/or insect problems, and Contractor must replace any such damaged plant material at no additional cost to City.

16.3 Pruning

16.3.1. Trees are maintained by staff and contractors of the City's Urban Forestry Section.

16.3.1.1 Broken, hanging branches that pose a hazard to the public below fourteen (14) feet shall be removed immediately by Contractor. If broken and hanging limbs are above fourteen (14) feet Contractor shall notify the Inspector immediately. Small tree limbs and hangers posing danger to the public shall be reported immediately so they can be reported to the City Urban Forestry section for removal.

16.3.2 Pruning of shrubs, and vines must only be performed by trained personnel in accordance with accepted horticultural practices. Prune to enhance the natural growth and shape of plant materials and intended function of the planting. The site is intended and shall have the palate kept separated as to not allow plants to grow into one another. Shearing is only permitted for formal hedges. Prune back branches as needed when interfering with walks, buildings, signage, fire control utilities, site lighting, security/safety visibility, and vehicular circulation. Irrigation heads should always be allowed to properly pop up and irrigate landscape properly at all times. Prune dead and broken branches quarterly and more frequently as required.

16.3.2.1 Prune hedges and shrubs from top to bottom. Height shall not exceed 8 feet (8') and shall vary upon Inspectors request based upon site conditions. Prune one year of growth back from curb, sidewalk, or below top of fences and walls.

16.3.2.2 Remove all dead, diseased and unsightly branches from shrubs on medians. Remove all vines or other growth as it develops within the shrubs/hedge. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas. Vines that cover sound walls are not to be removed unless directed to do so by Inspector. All dead shrubs shall be removed. Notify Inspector prior to removal.

16.3.2.3 Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming. On medians, shrubs shall be maintained below twenty-four (24) to thirty-six (36) inches, as measured from the roadway, at all times for visibility and safety or lower if specified in the Performance Schedule. Measurements shall be determined from Traffic Engineering tables and directed by Inspector. All pruning cuts shall be smooth, leaving no stubs exposed. Ragged or chewed appearance is not acceptable.

16.3.2.4 Vines along walls shall be kept twelve inches (12") below the top of wall and pruned towards wall as to prevent vine separation from the wall. All pillar and end caps and fixed signs on wall shall be kept clear and pruned for clear appearance at all times.

16.3.2.5 Pruning Frequency: Four to six times per year, or more often, as needed, dependent upon the growth patterns of the plant species and location in question.

16.3.2.6 Contractor shall prune all plants on a site within a two- week period, or as authorized by the Inspector. Contractor shall not exceed one month to complete all pruning operations for the contracted maintenance area once started, unless extended by the Inspector.

SECTION 17. GROUNDCOVER MAINTENANCE

17.1. Fertilization

Groundcover shall be fertilized, according to the Maintenance Performance Schedule, with a complete, pellet type fertilizer, with appropriate amounts of nitrogen, phosphorus, potassium and trace elements and approved and verified by the Inspector.

17.1.2 Contractor shall only apply fertilizer when the soil is sufficiently wet to immobilize the fertilizer and prevent run off. Fines can be issued for environmental impacts to our waterways. With advance written request to the City Inspector, contractor may apply manual irrigation to ensure penetration if needed. Contractor must remain on-site and monitor surface flow.

17.2 Weed, Pest, and Disease Control

17.2.1 Use cultural methods (mulch, proper pruning, and proper irrigation) to encourage plant health and growth and discourage weeds. Keep planter beds and tree wells free of weeds and debris on a regular basis, weekly throughout the year by hand pulling or other mechanical means. Entire site shall be weeded by hand or mechanical weeding methods that remove the roots at least once monthly.

17.2.2 Pre-emergent and herbicides shall be used to control weeds in all landscaped areas. Contact the Inspector with any alternative methods of weed control to reduce chemical applications.

17.2.3. Control of major disease and insect infestations for trees, shrubs and ground covers is not a part of the contract work and is considered an Additional Service. Regularly monitor all plant material and immediately notify the Inspector of any need for such control. Contractor is responsible for any damage to plant material incurred as a result of failure to immediately notify Inspector of correctable disease and/or insect problems, and Contractor must replace any such damaged plant material at no additional cost to City. Minor infestation and measures to control is part of the contractor responsibility. Contractor shall have the ability to identify and monitor/treat such pest such as spider mites, beetles, ants and black widow in irrigation assets and plant assets, etc.

17.3 Pruning

17.3.1 Ground covers are to be trimmed to maintain a 3" clearance from back of walk and/or curbing at all times. They are not to meet or grow over walkways or outside any of the planter curb lines. Ground cover shall be clearly pruned away from irrigation heads for proper coverage and function. All utility, irrigation and other boxes/lids are to be cleared around and exposed for accessibility at all times.

17.3.2 Prune ground cover a minimum three (3) times a year to maintain at an even/ level and consistent height. Cut long branches down to the main growing height of the plant.

SECTION 18. GENERAL AREA MAINTENANCE

All areas shall be kept free of all litter and landscape debris. Contractor shall inspect all landscape and remove all litter and debris in concurrence with the scheduled service day.

18.1 Landscape Debris Removal

Any accumulation of leaves and fallen branches, such as under plants, along curbs and next to fences/walls shall be removed and disposed of each time a site is serviced. Some sites may require additional service during leaf season, or as directed by the Inspector at no additional cost to the City.

18.2 Trash Removal

All trash, including paper, glass, and other accumulated rubbish from landscaping beds, turf areas, and next to fences/walls will be collected and removed each time a site is serviced, including periods of inclement weather. This is to include all hardscape islands within contract and the turn lane pockets.

18.3 Disposal of Trash and Debris

All trash and landscape debris collected as a result of Contractor's operations shall be removed from the maintenance sites immediately following such operations and is to be properly disposed of in an appropriate landfill.

18.3.1 Biodegradable landscape debris, including turf clippings (limited to only those times when mulch mowing is not possible), leaves, branches, annuals, dead plant material, etc.) should only be disposed of in green waste or yard refuse recycling facilities. Acceptable sites include topsoil producing facilities and/or other facilities, which utilize yard waste for landscape purposes. No biodegradable material should be disposed of as garbage, except noxious weed debris.

18.3.2 Trash and landscape debris will not be disposed of in neighboring residential or commercial receptacles or bins, or left in the roadway.

18.3.3 The Contractor is solely responsible for the cost of transportation and dumping fees associated with disposal.

18.3.4 It shall be the Contractors responsibility to properly train employees who will work within the City of Sacramento's Right-of-Way to properly dispose of *bio-hazardous waste materials according to standard set forth in the City of Sacramento Injury Illness Prevention Program*. Items related to the

conditions of this contract include but are not limited to, clean-up of displacement camps as well as excessive trash removal. Additionally, the proper extraction and disposal of all hypodermic needles are to be placed into a properly labeled sharps containers and disposed of according to the guidelines described in the California Code of Regulations (CCR) Title 8, Section 5193, Bloodborne Pathogens. All soiled items, which may or may not contain bodily fluids, feces and/or other items as evaluated by the Inspector, shall be disposed of in a manner that is compliant with Cal/OSHA guidelines. All workers who have the potential of exposure to blood or other potentially contaminated materials are covered under this standard. These materials include but are not limited to:

- *Blood*
- *Feces*
- *Vomit*
- *Semen*
- *Vaginal Secretions*
- *Cerebrospinal Fluid*
- *Synovial Fluid*
- *Pleural Fluid*
- *Pericardial Fluid*
- *Amniotic Fluids*
- *Any bodily fluid contaminated with blood*
- *Unfixed Human Tissue*
- *Unfixed Human Organs, etc.*

18.4 Sidewalks, Gutters, and Other Paved Areas

18.5.1 Sidewalks, gutters, and paved areas shall be cleaned of dirt or soil that might be washed from adjacent slopes or planted areas as required and shall be kept free of all tree generated debris such as leaves, cones, seed pods and limbs.

18.5.2 All plant growth shall be prevented in any cracks, in curbs, or in street gutters. Edging will be accomplished to prevent encroachment onto sidewalks.

18.5.3 All street gutters shall be kept free of leaves on a weekly basis

18.5.4 Contractor shall report any hazardous sidewalk condition (i.e., raised lip, cracking) to the Inspector.

18.6 Leaf Blower Operation

Blowing of debris from sidewalks, hardscapes, or landscape areas into the street gutters or into streets is prohibited. The City can at any time restrict or forbid a Contractor from using blowers and update ordinances that must be followed. Any

use of portable gasoline-powered leaf blowers must conform to the following restrictions and upon direction Contractor may be requested by Inspector to eliminate use of blowers on site:

18.6.1 Use of portable gasoline-powered leaf blowers within 200 feet of any residential property is restricted to the hours of 9:00 a.m. to 6: p.m., Monday through Saturday and 10:00 a.m. to 4: p.m., on Sunday and holidays.

18.6.2 Portable gasoline-powered leaf blowers cannot exceed 70 dBA when used within 200 feet of any residential property and may require mufflers or other modifications to meet the 70 dBA limit. Blowers purchased after November 15, 1995 cannot exceed 65 dB's when used within 200 feet of any residential property.

18.6.3 Use of portable gasoline-powered leaf blowers more than 200 feet from any residential property is not restricted.

SECTION 19. IRRIGATION

19.1 General Irrigation Systems Operation

19.1.1 Contractor is responsible for providing a staff completely trained and familiarized with the setup, monitoring and maintenance of the irrigation system at Contracted sites.

19.1.2 Contractor is responsible for understanding the capacities and capabilities of the irrigation system and ensuring that system modifications do not cause landscape water demand to exceed the hydraulic capacity of the system.

19.1.3 Contractor will establish appropriate time intervals for each valve zone in the irrigation systems and adjust during the operating season as necessary.

19.1.3.1 All irrigation system operation will comply with the Sacramento City Code, Chapter 13.04, Article XI, Outdoor Water Conservation.

19.1.3.1.1 Irrigation systems must be programmed to conform to the odd/even days for watering. Sites north of Interstate 80 Freeway are considered odd numbered addresses and will be watered on Tuesdays and Saturdays. South of the Hwy 80 Freeway are considered even numbered addresses and will be watered on Wednesday, and Sunday.

No watering is allowed on Mondays. (Or as directed by City Staff with current conservation guidelines being followed.)

19.1.3.1.1 Operate systems only during night hours. Daytime operation is permitted only when inspecting or testing the system, after fertilizer application, for new installations and during extreme temperatures. Except for system inspection and testing, any daytime operation must be authorized by the Inspector.

19.1.3.2 Adjustments should be based on local evapotranspiration (ET) data whenever possible.

19.1.3.3 Run times shall be sufficient to allow for saturation of the root zone without run off. This may require “cycle and soak” scheduling in spray zones. (Shorter more frequent cycles) Allow adequate run times in drip irrigation zones.

19.1.4 Contractor will manage all irrigation systems for peak efficiency and water conservation. Check for proper water application rates by inspecting soil moisture and health of plant materials on a weekly basis. Adjust the irrigation frequencies as required to correct over or under watering.

19.1.5 Contractor shall manage irrigation schedules so that irrigation is applied more deeply, but less frequently, rather than small amounts on a daily basis.

19.1.6 Contractor and the Inspector will work in collaboration during water supply shortages and under drought conditions to develop an irrigation strategy that best preserves and protects the site’s landscape investment.

19.2 Irrigation System Monitoring

Contractor is to check each locations meter and reduced pressure backflow for leaks or irregularities and report to area inspector promptly if a problem is suspected. Irrigation system monitoring, and inspections will include the following:

19.2.1 A visual inspection of all irrigated landscape areas each time a site is serviced to identify potential leaks as evidenced by water related plant stress, surface water or erosion, broken or damaged equipment, and paved surfaces or building walls/windows affected by irrigation spray.

19.2.2 An operational test of all irrigation valve zones by the controller, bi-weekly year round, to identify coverage problems, misdirected nozzles, broken or damaged equipment, hard-scape or building overspray, pressure problems, and system leaks. Failure to test irrigation may result in an unsatisfactory or failure to comply rating.

19.2.2.1 Within three business days after completing the biweekly or requested irrigation test, Contractor shall submit a written report to the Inspector, including general findings, needed repairs and renovations, and any recommendations. The report may be submitted in person or via email.

19.3. Irrigation System Contract Maintenance

19.3.1 Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. Immediately make adjustments, repairs, or replacements required to correct the source of the run-off. 311 after hours calls are subject to deduction of payment on monthly billing. Contractor will receive written notice of the call and cost associations.

19.3.2 Clean and adjust heads, nozzles and valves as required. Clean drip irrigation valve strainers as required. Properly prune plantings and remove sod and debris affecting head performance from all zones. Properly prune plantings and sod or debris affecting access to valves, and reset/raise valve boxes, which have settled during the winter shutdown months.

19.3.3 Prior to winter weather but later than November 15, or as requested by City staff, deactivate the irrigation systems. Testing the system shall occur monthly to look for irregularities, damages, and possible concerns in the system. This is also to exercise valves, controllers and pumps if applicable. (all shall be deactivated upon leaving the site(s).)

19.3.4 Flush out lateral lines and adjust heads and nozzles at the beginning of each operating season, not later than March 15th. Activate the irrigation systems in the spring or as directed by the Inspector.

19.3.5 The inside of irrigation controllers, RP cages, and booster pump enclosure shall be cleaned once every six months for spiders, mice, webs and debris. Booster pump filters shall be cleaned or replaced, with Inspector approval, every six months.

19.4. Irrigation System Repair and Renovation

19.4.1 Contractor shall provide 24-hour-per-day, 7-days-a-week emergency response capability to immediately replace or repair broken, damaged or inoperable irrigation components which pose damage or safety hazards to persons or property.

19.4.2 For all other irrigation system component repair or replacement work, prepare quotes for labor and materials, based upon the approved Pricing Schedule.

19.4.3 All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the Inspector. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the Inspector.

19.4.4 Replacement of system components shall be the same manufacturer and model as original equipment, or better as authorized by Inspector.

19.4.5 Contractor will carry and maintain a supply of irrigation components, with the exception of valves, such as sprinklers and solenoids, each time site is serviced.

SECTION 20. USE OF CHEMICALS

20.1 General

20.1.1 All work involving the use of chemicals shall be in compliance with all Federal, State and County laws. The Contractor shall hold a current State of California Agricultural Pest Control Business License and employ a holder of a current State Qualified Applicators License, and must remain registered with the Sacramento County Agricultural Commissioner.

20.1.2 Contractor will make every effort to promote Integrated Pest Management (IPM) practices in the use of chemicals, management of weeds and pest in the contract area. Contact Inspector with any major problems of weed or pest infestations.

20.1.3.1 Pest Control Advisor site recommendations for each chemical or combination of chemicals for each site must be turned in to the Inspector no later than February 1 of each calendar year, or twenty-one (21) calendar days after any contract is awarded and at no additional cost to City. Should an unforeseen chemical

application be necessary, a Pest Control Advisor's recommendation shall be submitted to the Inspector (14) days prior to its use.

20.1.3.2 All chemical applications shall be done with extreme care to avoid any hazard to any person or pet or damage to property in the area. All spraying shall be done when air currents are still to limit drift to six (6) inches. (Or winds not to exceed 5 M. P. H.)

20.1.3.3 At the end of each month, the Contractor shall submit copies of a City authorized chemical use report, such as the State of California Monthly Summary to the Inspector's office. The report shall include the Manufacturer and Name of Product Applied, the Total Product Used, the Number of Applications, Code, the Site Treated and the Acres/Square Foot Treated. Failure to submit this form will result in delay of payment.

20.1.3.4 Records of all operations stating dates, times, methods of application, chemical formulations, applicator's names, and weather conditions shall be made and retained in an active file for a minimum of two (2) years by the Contractor. These records must be available for review upon request from the Inspector, County, State or Federal Officers.

20.1.3.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's office and a permit obtained with a copy to the City. A Pest Control Advisor's recommendation must be on file with the Inspector prior to use of special permit chemicals and authorized by Inspector.

20.1.3.6 It is the Contractors responsibility to post all public and property owner notices and adhere to County regulatory notices prior to any applications. City of Sacramento is not responsible for public notification and will not participate in the notice process. The Contractor shall follow all state and County guidelines inclusive of remaining on site until area treated is dry.

20.2 Chemical Edging

20.2.1 Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least three (3) feet from the trunk of trees and away from the drip line of shrubs by use of approved chemicals.

20.2.2 Linear chemical edging of turf boundaries shall be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. Chemical edging of turf boundaries shall not exceed four inches (4") in width

along curbs and sidewalks. Sites where chemical edging is acceptable will be identified on the Maintenance Performance Schedule.

19.2.2.1 All linear chemical edging and/or detailing must be approved by the Inspector prior to its use.

20.2.3 Chemical detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas shall be performed in a manner that ensures operability, ease of location and/or a clean appearance and shall not exceed a six inch (6") clearance, or as otherwise specified.

20.3 Chemical Weed Abatement

20.3.1 Chemical weed abatement shall be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, etc. Prior to chemical application, all weeds over four inches (4") tall shall be cut to proper mowing height.

20.3.1.1 Use of a colored marker dye can be requested by Inspector for confirmation of herbicide application.

20.3.1.2 Spot treat with a portable sprayer or wick wand using an effective herbicide applying per manufacturer's recommendation.

20.3.1.3 Weeds treated with a contact weed chemical shall be applied according to manufacturer's recommendations. If kill is not complete, a second application shall be applied.

20.3.1.4 Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation a second application shall be applied.

20.3.5 All dead weeds must be removed within seven (7) days of application.

20.3.6 Chemical application starts at the gutter expansion joint, goes to the opposite expansion joint on medians or across the sidewalk to the sound wall. Unimproved fields shall start at the gutter expansion joint, include the sidewalk and cover four feet (4') past back of walk, or to the nearest fence line.

SECTION 21. SUSTAINABILITY

Contractors providing landscape maintenance service for the City are encouraged to employ sustainable landscape management practices, whenever practicable, including but not limited to, integrated pest management, plant material-cycling, low water volume irrigation, composting and use of mulch and compost.

21.1 All irrigation shall be in compliance with Sacramento City Code, Chapter 13.04, Article XI, Outdoor Water Conservation, and landscape industry best practices for water conservation.

21.2 Mulching type mowers will be used for turf mowing.

21.3 Bark mulch may be supplied by the City's Urban Forest from their operations. In this case, the Contractor shall provide the labor only for possible pick up, delivery and spreading of the mulch.

21.4 Whenever possible, debris as a result of plant material clean up, weed removal or pruning shall be taken to a recyclable green waste facility.

21.5 When selecting replacement plants for existing areas, Contractor shall provide suggestions to minimize waste by choosing species that are appropriate to the micro-climate species that can grow to their natural size in the space allotted them. Native and drought tolerant plants that require no or minimal watering once established are preferred.

21.6 The Contractor further agrees that its products used in the course of this agreement do not contain any items, ingredients or components prohibited under the City's Sustainable Purchasing Policy.