COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT

This Agreement, dated as of June 23, 2015, is by and between the County of Alameda, hereinafter referred to as the "County", and_Pacheco Brothers Gardening, Inc., hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain Landscaping Maintenance Services in Castro Valley, on Redwood Road, which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Landscape Maintenance Services in Castro Valley, on Redwood Road, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services (Attached)
Exhibit B	Payment Terms (Attached)
Exhibit C	Insurance Requirements (Attached)
Exhibit D	Debarment and Suspension Certification (Attached)
Exhibit E	Contract Compliance Reporting Requirements (Attached)

The term of this Agreement shall be from 7/1/15 through 6/30/18

The compensation payable to Contractor hereunder shall not exceed *(Sixty One Thousand, Nine Hundred Ninety Two Dollars)* ($61,992) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

By: _____
Signature

Name: SCOTT HAGGERTY
(Printed)

Title: President of the Board of Supervisors

CONTRACTOR/COMPANY NAME

By: _____
Signature

Name: Lynn D. Pacheco
(Printed)

Title: Corporate Secretary

Date: June 8, 2015

Approved as to Form:

By: _____
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

   Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

   Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

   In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

   Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

   Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. INSURANCE AND BOND: Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self -insurance shall be called upon to protect it as a named insured.

4. PREVAILING WAGES: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. WORKERS' COMPENSATION: Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. CONFORMITY WITH LAW AND SAFETY:

   a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

   b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

   c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over $25,000).

   a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

   b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:

      (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;

      (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

    Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. CONFLICT OF INTEREST; CONFIDENTIALITY: The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the

performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL World-Wide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County:	COUNTY OF ALAMEDA Public Works Agency 951 Turner Ct, Hayward, CA 94545 Attn: Rob Sales
To Contractor:	Pacheco Brothers Gardening, Inc. 795 Sandoval Way, Hayward, CA 94544 Attn: George Pacheco

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.

e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. DRUG-FREE WORKPLACE: Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither

Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement

17. AUDITS; ACCESS TO RECORDS: The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. DOCUMENTS AND MATERIALS: Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no

event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

20. TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Landscaping Maintenance Services shall not exceed $61,992 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:

SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).

b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.

c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.

d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under *Item #13 above.* Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required. .

e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract *Compliance System contact the County* Auditor- Controller's Office of Contract Compliance (OCC) via e-mail at ACSLEBcompliance@acgov.org.

22. FIRST SOURCE PROGRAM: For contracts over $100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.

23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.

24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.

28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.

    a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.

c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.

d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.

b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor . Products infringe any patent, copyright, or other intellectual property right.

33. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

34. EXTENSION: This agreement may be extended for an additional two (2) years by mutual agreement of the County and the Contractor.

35. *SIGNATORY: By signing this agreement, signatory warrants* and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide landscape maintenance services in accordance with the Exhibits A set on this Informal Request for Quotes (IRFQ) and Exhibit B-1 - Bid Form.

   a. This Exhibit A has been drafted to include the requirements contained in the IRFQ including addendum No. 1, Exhibits H, I, and J.

   b. This Exhibit B-1 - the Contractor's proposed cost of services.

   In the event of any conflict (direct or indirect) among any of the exhibits, the IRFQ and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the IRFQ and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.

   c. The IRFQ and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Gary L. Pacheco	BCF
Karl Pacheclo	Backflow
George A. Pacheco	STMA
Neal Hornbeck	STMS
Mark Pacheco	Arborist
Tom Delconte	Certified Irrigation Tech

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT B

PAYMENT TERMS

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

   Monthly maintenance services: Landscaping, waste disposal, minor repair of irrigation systems.

   Repairs of irrigation system: replacement of plants, trees, shrubs, etc. due to vandalism or accidents.

   Note: For complete scope of services, please refer to IRFQ & Exhibit B-1.

2. Invoices will be reviewed by the Project Manager for approval by the County' Deputy Director for PWA's Maintenance and Operations Department.

3. Total payment under the terms of this Agreement will not exceed the total amount of Sixty One Thousand, Nine Hundred Ninety Two Dollars ($61,992.00). This cost includes all taxes and all other charges.

4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

5. Upon notice to proceed from County, Contractor shall perform in accordance with the following schedule:

   a. Work one day a week 6-8 hours for general landscaping maintenance.
   b. Supply work performance form for the days worked.
   c. Supply pest control service as needed.
   d. Replace mulch in landscape as required.

EXHIBIT D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION
(Applicable to all agreements funded in part or whole with federal funds and contracts over $25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Pacheco Brothers Gardening Inc

PRINCIPAL: Lynn D. Pacheco TITLE: Corporate Secretary

SIGNATURE: [signature] DATE: June 8, 2015

EXHIBIT E

COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (925) 924-0340. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

EXHIBIT O

COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of $1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

1. The person provides goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

_____

_____

_____

NAME: Pacheco Brothers Gardening Inc

PRINCIPAL: Lynn D. Pacheco TITLE: Corporate Secretary

SIGNATURE: _____ DATE: June 8, 2015

EXHIBIT A

Public Works Agency
Alameda County

COUNTY OF ALAMEDA

INFORMAL REQUEST FOR QUOTE

For

Redwood Road/A Street (3 Sections) Landscape Maintenance

RESPONSE DUE
By
2:00 p.m.
On
Friday, April 24, 2015

To

Rob Sales Supervisor

PHONE: (510) 670-5534

VENDOR INSTRUCTIONS:

- REVIEW ALL SPECIFICATIONS BEFORE QUOTING;
- COMPLETE EXHIBIT A, BID FORM;
- COMPLETE EXHIBIT B, SLEB SUBCONTRACTING INFORMATION SHEET FOR PURCHASES $25,000 and OVER;
- PROVIDE PROOF OF INSURANCE AS SPECIFIED ON EXHIBIT C, COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS;
- COMPLETE EXHIBIT D, DEBARMENT & SUSPENSION CERTIFICATION FORM FOR PURCHASES $25,000 and OVER;
- COMPLETE EXHIBITS G-1 (REFERENCES) AND G-2 (LIST OF SPECIALTY EMPLOYEES/SUBCONTRACTORS

FOR PURCHASES OVER $25,000 UP TO $100,000: VENDORS MUST MEET THE DEFINITION OF A SMALL LOCAL OR EMERGING BUSINESS (SLEB), OR SUBCONTRACT WITH A SLEB TO PARTICIPATE IN THIS INFORMAL REQUEST FOR QUOTE (IRFQ). SLEB PRIME VENDORS WILL BE ELIGIBLE FOR A 5% BID PREFERENCE. SEE "COUNTY PROVISIONS" SECTION.

REDWOOD ROAD LANDSCAPE MAINTENANCE IN CASTRO VALLEY, ALAMEDA COUNTY

Issued by the County of Alameda, Public Works Agency, Maintenance & Operations Department, 951 Turner Ct., Hayward, CA 94545.

TO ALL PROSPECTIVE BIDDERS for the above project, notice is hereby given that the following changes, modifications, corrections, clarifications, and additions, as hereinafter set forth shall apply to the plans and specifications described herein and shall be made part thereof and subject to all requirements as if originally specified or drawn.

- Replace Exhibit A with attached Exhibit A (Revised).

- Add the following Section to the bidding documents:

S. CONTRACTOR REGISTRATION WITH CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Full compensation for furnishing all labor, materials, equipment and incidentals for complying with this section shall be considered as included in the prices paid for various items of work and no additional compensation will be allowed therefor.

END OF ADDENDUM NO. 1

A. INTENT

It is the intent of these specifications, terms, and conditions to describe the landscape maintenance services being required by the County of Alameda Public Works Agency (PWA).

The County intends to award a three-year contract with one two year option to renew to the bidder selected as the most qualified responsible bidder whose response conforms to the IRFQ and meets the County's minimum requirements.

B. SCOPE

The PWA maintains the infrastructure of unincorporated Alameda County including roadways and associated street trees and landscaping.

The project area limits are along Redwood Road from Castro Valley Boulevard to N. Sixth Street, in Castro Valley, as shown on the attached Exhibit H and includes roadway medians, dry gardens, tree planters, etc. The services required include maintenance of plants, street trees, groundcovers, shrubs, and irrigation systems. Some of the activities included are weed removal, dead plant removal, trash/debris removal, recycling/composting of various waste, irrigation system adjustment, repair and inspection, tree trimming, shrub and groundcover trimming, etc.

A complete list and schedules of all tasks and frequencies are included in Exhibit I. All IRFQ language, requirements, Exhibits, attachments, etc., are to be included in putting together the Contractor's bid and proposal. Contractor must thoroughly examine all documents, inspect and investigate the actual site, etc., to gain a complete understanding of the requirements and bid accordingly.

The landscaping services listed above will be paid monthly upon submission of a completed invoice and other required documentation from the vendor and approval of the work by the County.

C. PROJECT SITE DESCRIPTION

The Redwood Road/A Street maintenance includes shrubs, flowers, street trees/tree well, medians and irrigation adjustments/repairs. The systems and elements to be maintained are located on the east and west side of the roadway and median of Redwood Road/A Street between Castro Valley Boulevard and N. Sixth Street. Maintenance work is to be done at the site described in the IFRQ and identified on the attached and enclosed Exhibits.

D. BIDDER QUALIFICATIONS

1. Bidder Minimum Qualifications criteria include, but are not limited to, the following:

    a. Bidder shall be regularly and continuously engaged in the business of providing landscape maintenance for municipalities specifically on and along roadways, roadway medians and parkways for at least 3 years.

    b. Bidder shall have a valid California contractor's license and any specialty license for the work to be performed.

c. Bidder shall have a licensed California Pest Control Advisor (PCA) on company staff or immediate access to a PCA licensed in the State of California through a valid subcontracting agreement. Employee or subcontractor name and license number must be listed on Exhibit G-2.

d. Bidder shall have at least one employee who is a Certified Arborist or Certified Tree Worker (International Society of Arboriculture) assigned to the project, or immediate access to one through a valid subcontracting agreement, to oversee pruning operations and for other oversight.

e. Bidder must submit a minimum of 3 current references with valid contract information on the attached Exhibit G-1 reference sheets. References must have similar scope of services performed to those outlined in these specifications, terms and conditions.

f. Bidder must have assigned to the project at least one employee possessing a California State Chemical Applicator's License for the control of weeds, plant diseases and other pests. Employee name and license number must be listed on Exhibit G-2.

g. Bidder must have assigned to the project at least one employee who has experience or training in Integrated Pest Management (IPM) techniques. Employee name must be listed on Exhibit G-2.

h. Bidder must have assigned to the project at least one employee who is a Certified Irrigation Contractor (Irrigation Association), or immediate access to one through a valid subcontracting agreement. Employee or subcontractor name and license number must be listed on Exhibit G-2.

i. It is preferred that the Bidder has assigned to the project at least one employee who has successfully completed the Pollution Prevention Training & Certification Program for Surface Cleaners issued by the Bay Area Storm Water Management Agencies Association (BASMAA). Employee name and license number must be listed on Exhibit G-2.

j. Bidder must have all other permits, licenses and professional credentials necessary to perform the required services.

E. SPECIFIC REQUIREMENTS

Contractor must follow all requirements and conditions included in the body of the IRFQ and Exhibits and attachments included. In addition, Contractor must follow the requirements set forth below:

1. Contractor shall develop and provide an annual work schedule broken down by month detailing the work to be performed each month. The schedule must include the number of personnel to be allocated, estimated hours by job classification, days of the month that

personnel will be onsite and the tasks or maintenance services to be completed as required.

2. Contractor shall thoroughly complete each task in a professional, workmanlike manner. To this end, Contractor will use quality equipment and materials that comply with current regulations.

3. Contractor shall provide the labor, materials, and equipment necessary for the provision of landscape services. Tasks shall be performed with nothing but the highest standards at no less than the frequencies set forth herein where specified.

4. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover, turf or other landscaped areas or project elements.

5. Contractor shall be required to clearly identify and equip each vehicle with signage that identifies the Contactor's name and phone number.

6. Work shall be performed in such a manner to limit unnecessary idling for periods of longer than five (5) minutes while on the worksite, unless engine power is required to operate the vehicle's accessory equipment.

7. All green waste shall be taken to a composting facility or a transfer station that offers separate processing for green waste for composting at Contractor's expense. Per Alameda County Waste Management Authority ordinance #2008-1 adopted January 28, 2009, plant debris may not be landfilled and must be composted. County reserves the right to direct Contractor to deposit green waste at a County facility or jobsite for reuse if needed.

8. Contractor shall comply with quarantine regulations set by the California Department of Food and Agriculture (CDFA) when working in areas affected by Sudden Oak Death (SOD), and by Light Brown Apple Moth (LBAM). Regulations include, but are not limited to, ensuring that material is transported to a green waste processing facility that has been authorized by the local County Agricultural Department to accept affected loads, ensuring vehicle payloads are tightly covered with a tarp or otherwise enclosing green waste material to prevent releases during transport, and ensuring equipment is cleaned after working in a contaminated zone so as to prevent cross contamination.

9. County reserves the right to suspend any work assignment for any reason, including adverse weather conditions, at no cost to the County.

10. County reserves the right to use alternative contractors at any time for any reason.

11. All power equipment used by Contractor shall be maintained in good and operable condition throughout the contract.

12. Personnel shall be experienced and trained to safely operate equipment in the performance of any contract awarded.

13. Contractor shall immediately notify the County of any accidental damage caused by the Contractor and any damage done by others due to accidents or vandalism.

14. Contractor shall not interfere with the public use of the premises and shall conduct its operations so 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.

15. Contractor shall dispose of all litter and refuse at an appropriate waste disposal facility at Contractor's expense.

16. All work shall be guaranteed for a period of one (1) year.

17. Contractor shall fertilize landscape on an as-needed basis.

18. Contractor shall have a Certified Arborist on staff, or immediate access to one, for purposes of evaluating the health of trees to make recommendations as to whether a tree should be pruned, removed or preserved and to instruct Contractor's staff as required.

19. Contractor shall include with their monthly invoice a description and itemized list for any of the following:

    a. Quantity and complete description of all commercial and organic fertilizers used.

    b. Quantity and description of all soil amendments used.

    c. A valid licensed California Pest Control Advisor's recommendation and copies of corresponding Agricultural Commissioners Use Reports signed by a licensed California PCA for all chemical, disease, and pest control work performed. The report shall be accompanied by a listing of each material used, quantity used, the location of use, the date used, the name of the party responsible for the report, the Certified Qualified Applicator's name, and the license number under which the Applicator was operating.

F. SAFETY

The safety of workers, passersby, and the public shall be paramount. Contractor agrees to perform all work in such a manner as to meet all accepted standards for safe practices during their operations and to safely maintain and manage equipment, machines, materials or other hazards consequential or related to the work. Contractor also agrees to accept the sole responsibility for complying with all local, County, State, or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury and/or damage to their property. Contractor shall inspect all potential hazards within the service area landscape and keep a log indicating date inspected and action taken. The County shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in turf areas, using

barricades or traffic cones to alert the public of the existence of hazards, replacing valve box covers, and securing the area so as to protect members of the public or others from injury.

Contractor shall ensure services are performed safely and in accordance with all applicable federal, state, local laws and regulations. Mandatory safety practices include, but are not limited to the following:

1. All personnel shall wear and use Personal Protective Equipment required for the task assigned as required by OSHA or other regulatory agencies.

2 Warning signs, traffic cones, flashing lights, etc, shall be utilized at each work site and all traffic control activities and equipment shall conform to MUTCD standards.

3. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise specified.

4. Contractor shall perform Services with minimal obstruction and inconvenience to the public, and no project shall begin that cannot be performed without regard for the rights of the public.

5. Contractor shall provide and maintain fences, barriers, directional signs, lights and flag persons as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the work and to give directions to the public. Any road break permits required shall be the responsibility of the Contractor.

6. Contractor shall note any hazards found in the service area landscape and shall notify the County immediately of any unsafe condition that requires major correction.

7. Identification and location of all utility or power lines are the responsibility of the Contractor. The Contractor shall:

    a. Contact Underground Service Alert before digging or excavation;
    b. Proceed with sufficient caution to preclude damaging any utilities known or unknown;
    c. In the event utilities are damaged during Contractor's work, temporary services and/or repairs shall be made immediately at the Contractor's expense to maintain continuity of services, and permanent repairs shall be made in a timely manner at Contractor's expense.

8. Any damage caused by Contractor shall be immediately repaired or replaced at Contractor's expense.

G. PRE-BID MEETING

A pre-bid meeting has been scheduled on April 17, 2015 at 10:00am at 951 Turner Court, Room 230A, in Hayward. All prospective prime contractors are required to attend. Bid Proposals from prime contractors that fail to attend this mandatory pre-bid meeting will be rejected.

H. HOURS AND DAYS OF MAINTENANCE SERVICES

1. Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours from Monday through Friday, 7:00 a.m. to 4:00 p.m. excluding major holidays.

2. During the specified basic hours and days of work, Contractor shall respond to all emergencies and be onsite within two (2) hours of notification to provide shutoff of irrigation systems, cleanup of debris, etc. to make the area safe.

I. CONTRACTOR STAFF

1. Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein.

2. Contractor shall require each of their employees to adhere to basic public work standards of working attire. These are basically: uniforms, proper shoes and other gear required by State safety regulations, and proper wearing of clothing. Shirts shall be worn at all times.

3. Contractor and staff shall conduct themselves in a courteous and professional manner at all times.

J. DELIVERABLES / REPORTS

1. The County requires that the Contractor furnish copies of all Agricultural Commissioners Use Reports signed by a licensed California PCA for all chemical, disease and pest control work performed. Copies are to be furnished to the County monthly when submitting any invoice. The report shall be accompanied by a listing of each material used, quantity used, the location of use, the date used, name of the party responsible for the report, the Certified Qualified Applicator's name, and the license number under which the Applicator was operating.

2. The Contractor shall provide a quarterly report indicating any recommendations for modifications to existing landscape, major repairs, upgrades, or changes to irrigation systems, plants, trees or groundcover replacement, etc., to address ongoing issues, improve aesthetic conditions, and/or reduce maintenance requirements and costs.

3. Contractor will supply Alameda County Maintenance Supervisor with a weekly schedule of the days of the week worked, hours per day worked, and how many personnel per day worked at this location for maintenance and up keep. Also note if any repairs are done. Alameda County will be supplying the weekly forms to be evaluated. Please refer to Exhibit I – Landscape Maintenance Report.

K. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this IRFQ, will be three (3) years.

2. This agreement may be terminated by either party within thirty (30) days written notice of intention to cancel.

3 By mutual agreement any contract which may be awarded pursuant to this IRFQ, may be extended for an additional two-year term at agreed price with all other terms and conditions remaining the same.

L. PRICING

1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this IRFQ.

2. The prices quoted shall be the total cost the County will pay for this project including Sales, Use, or other taxes, and all other charges.

3. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.

4. Price quotes shall include any and all payment incentives available to the County.

5. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

6. Federal and State minimum wage laws apply. The County has no requirements for living wages.

7. Prevailing Wages: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

8. Certified Payroll Records: Contractor must supply Certified Payroll Records (CPRs) to the County when submitting any invoice for payment. CPRs must be downloaded and posted to the County's web-based Elation System for tracking, review and approval prior to any invoice being authorized for payment. The County will not make payment until CPRs have been supplied as directed and any corrections have been made as directed by the Public Works Agency's Contract Compliance manager

M. INVOICING

Invoices are to be submitted monthly and cover all costs incurred during the period.

N. SPECIFIC TASKS & FREQUENCIES (EXHIBIT I)

In addition to any other requirements listed within these documents, the Contractor is responsible for performing all tasks at the frequencies indicated in Exhibit I. Any deviation from the tasks or schedule must be approved by the County.

O. COUNTY PROVISIONS

1. Preference for Local Products and Vendors: A five percent (5%) preference shall be granted to Alameda County products or Alameda County vendors on all sealed bids on contracts except with respect to those contracts which state law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this IRFQ; and which holds a valid business license issued by the County or a city within the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County. Locality must be maintained for the term of the contract. Evidence of locality shall be provided immediately upon request and at any time during the term of any contract that may be awarded to Contractor pursuant to this IRFQ.

2. Small and Emerging Locally Owned Business: A small business for purposes of this IRFQ is defined by the United States Small Business Administration and must be certified by the County for the following NAICS Code(s): 561730 as having no more than $7,000,000 in average annual gross receipts over the last three (3) years. An emerging business, as defined by the County, is one that has less than one-half (1/2) of the preceding amount and has been in business less than five (5) years. In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, local business. To access the online (pdf) version of this application please go to: http://www.acgov.org/auditor/sleb/forms/commonapp.pdf.

   A locally owned business, for purposes of satisfying the locality requirements of this provision, is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this IRFQ; and which holds a valid business license issued by the County or a city within the County.

   The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services. As a result of the County's commitment to advance the economic opportunities of these businesses the following provisions shall apply to this IRFQ:

   a. If Bidder is certified by the County as either a small and local or an emerging and local business, the County will provide a five percent (5%) bid preference, in addition to that set forth in paragraph 1., above, for a total bid preference of ten percent (10%). However, a bid preference cannot override a State law, which requires the granting of an award to the lowest responsible bidder. Bidders not

meeting the small or emerging local business requirements set forth above do not qualify for a bid preference **and** must subcontract with one or more County certified small and/or emerging local businesses for at least twenty percent (20%) of Bidder's total bid amount in order to be considered for the contract award. SLEB subcontractors must be independently owned and operated from the prime contractor with no employees of either entity working for the other.

b. Bidder, in its bid response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging local business must be maintained for the term of any contract resulting from this IRFQ. Evidence of participation shall be provided immediately upon request at any time during the term of such contract.

The County reserves the right to waive these small/emerging local business participation requirements in this IRFQ, if the additional estimated cost to the County, which may result from inclusion of these requirements, exceeds five percent (5%) of the total estimated contract amount or Ten Thousand Dollars ($10,000), whichever is less.

The following entities are exempt from the Small and Emerging Local Business (SLEB) requirements as described above and are not required to subcontract with a SLEB. If you apply and are certified as a SLEB, you will receive a 5% SLEB bid preference:

- non-profit community based organizations (CBOs) that are providing services on behalf of the County directly to County clients/residents
- non-profit churches or non-profit religious organizations (NPO);
- public schools; and universities; and
- government agencies

Non-profits must provide proof of their tax exempt status. These are defined as organizations that are certified by the U.S. Internal Revenue Service as 501(c) 3.

If additional information is needed regarding this requirement, please contact the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

3. Subject to the requirements of the SLEB program and the criteria of each procurement process, the maximum bid evaluation preference points for being certified is ten percent (10%) [five percent (5%) local, and five percent (5%) certified]. Compliance with the SLEB program is required for goods, services and professional services contracts, including but not limited to architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services projects.

4. Environmentally Friendly Packaging: Alameda County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its contractors to reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible. Options may include backhauling product packaging to the supplier for reuse or recycling, shipping in

bulk or reduced packaging, using soy bean-based inks for packaging printing, using recycled product packaging or using recyclable or reusable packaging material. The County encourages all bidders and contractors for goods and services to adhere to these principles where practicable.

P. DEBARMENT/SUSPENSION POLICY (PURCHASES $25,000 and Over)

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of IRFQ response to ensure bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- The County will verify bidder, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at www.epls.gov; and
- Bidders are to complete a Debarment and Suspension Certification form, Exhibit D attached, certifying bidder, its principal and their named and unnamed subcontractors are not debarred, suspended or otherwise excluded by the United States Government

Q. ONLINE CONTRACT COMPLIANCE SYSTEM (PURCHASES OVER $25,000)

As part of the Alameda County General Services Agency's commitment to assist contractors to conveniently comply with legal and contractual requirements, the County has established an online Contract Compliance System. The system was designed to help reduce contractors' administrative costs and to provide various work-flow automation features that improve the project reporting process.

The Alameda County Contract Compliance System will be implemented to monitor contract compliance for County contracts through the use of a new interactive website, Elation Systems. The prime contractor and all participating subcontractors awarded contracts as a result of this bid process for this project, are required to use the secure web-based system to submit SLEB Program information including, but not limited to, monthly progress payment reports and other information related to SLEB participation.

The Alameda County Contract Compliance System has been designed to provide online functionality that streamlines the process, reduces paperwork and assists contractors and subcontractors in complying with the County's SLEB Program and its reporting requirements. Utilizing the Alameda County Contract Compliance System will reduce the amount of time currently required to submit hard copy documentation regarding contract compliance information and is provided for use by County contractors and subcontractors at no cost.

Procedural differences between the previous conventional reporting and the new web-based system include:

- Monthly progress payment status reports will be submitted via the web-based system.
- Paper copies will no longer be required.
- Contractor will be required to enter data for payments made and subcontractors will be required to enter data for payments received into the web-based system.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. Training sessions are approximately one hour and are held monthly in the Pleasanton, California area.

Upon award of contract, please view the training schedule http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (925) 924-0340. A special access code will be provided to contractors and subcontractors participating in any contract awarded as a result of this bid process to allow use of the System free of charge. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System.

Please contact the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org if you have any other questions regarding utilization of the Alameda County Contract Compliance System.

R. COMPLIANCE INFORMATION AND RECORDS

As needed and upon request, for the purposes of determining compliance with the SLEB Program, the Contractor shall provide the County with access to all records and documents that relate to SLEB participation and/or certification. Proprietary information will be safeguarded. All subcontractor submittals must be through the prime contractor.

REDWOOD ROAD LANDSCAPE MAINTENANCE IN CASTRO VALLEY, ALAMEDA COUNTY

Issued by the County of Alameda, Public Works Agency, Maintenance & Operations Department, 951 Turner Ct., Hayward, CA 94545.

TO ALL PROSPECTIVE BIDDERS for the above project, notice is hereby given that the following changes, modifications, corrections, clarifications, and additions, as hereinafter set forth shall apply to the plans and specifications described herein and shall be made part thereof and subject to all requirements as if originally specified or drawn.

- Replace Exhibit A with attached Exhibit A (Revised).

- Add the following Section to the bidding documents:

S. CONTRACTOR REGISTRATION WITH CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Full compensation for furnishing all labor, materials, equipment and incidentals for complying with this section shall be considered as included in the prices paid for various items of work and no additional compensation will be allowed therefor.

END OF ADDENDUM NO. 1

EXHIBIT A-1

Attn: Rob Sales

Pacheco Brothers would like to thank ALAMEDA COUNTY for the opportunity to submit our proposals for the landscape maintenance service contracts for Norbridge Ave, Redwood Road and Castro Valley Boulevard. We are a full service landscape contractor with over 30 years experience in large turf, commercial, HOA, and municipal maintenance. Our approach to service is one of proactivity and communication. Through the use of quarterly **quality control inspections**, supervisors and account managers, we will keep open any and all avenues of communication and follow up. Through the course of this contract, management will be heavily involved with the customer service and the level of quality. Although our supervisors handle the day to day tasks along with customer service, management plays a significant part in assuring that the levels of customer satisfaction remain at or above what is expected. The owners, managers and supervisors are all committed to the success of our contracts.

Pacheco Brothers is an established company with a well respected reputation. We are not a start up or small company that would struggle with the workload. Nor are we a national contractor that is only concerned with an increase in sales. Our finances are solid as evidenced by our growth, bonding ability and quality of equipment. With yards in Hayward (Corporate), Livermore, and Antioch. We are more than capable of handling any size job, our Hayward yard is only minutes from this project.

Currently we are servicing contracts for Alameda County Community Development Agency, Alameda County Office of Education, Alameda County Public Works (5 Canyons), City of San Leandro, City of Alameda, City of Dublin, City of Hayward, Town of Danville, City of Antioch along with a host of other Municipal, Commercial and HOA Properties.

Pacheco Brothers recognizes the importance of aesthetics when it comes to landscape maintenance. Improperly maintained landscape contributes to revenue loss and deprecated property values. Our purpose is to help you increase revenues and property values by placing a premium on aesthetics and plant management, which will minimize any threat to person and property.

Our entire staff stands ready to work with you and your organization in any way we can be of assistance. Please visit our web site at www.pachecobrothers.com. Please feel free to contact me for any further consultation or additional company information.

Sincerely,

EXHIBIT B-1

EXHIBIT A (Revised)

COUNTY OF ALAMEDA
INFORMAL REQUEST FOR QUOTE NO. 2015

Redwood Road/A Street Landscape Maintenance

BID FORM

Bidder hereby certifies to County that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

Cost shall be submitted on Exhibit B as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes, labor, transportation and all other charges and is the cost the County will pay for the three-year term of any contract that is a result of this bid.

			YEAR 1		YEAR 2		YEAR 3		YEAR 1 + YEAR 2 + YEAR 3
		A	B	C (=A*B)	D	E (=A*D)	F	G (=A*F)	H (=C+E+G)
DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED QUANTITY PER YEAR	YEAR 1 UNIT COST	YEAR 1 TOTAL COST	YEAR 2 UNIT COST	YEAR 2 TOTAL COST	YEAR 3 UNIT COST	YEAR 3 TOTAL COST	TOTAL THREE-YEAR COST
MONTHLY MAINTENANCE SERVICES									
Monthly maintenance services: landscaping, waste disposal, and maintenance and minor repair of irrigation systems [billed monthly @12 *months/year*]	per month	12	$ 834.	$ 10008.	$ 851.	$ 10212.	$ 868.	$ 10416.	$ 30,636.00
ADDITIONAL SERVICES									
Repairs of irrigation system, replacement of plants, trees, shrubs, etc. due to vandalism or accidents.	**Hourly Labor Rate**	100 Hrs.	$ 40.	$ 4000.	40. $	$ 4000.	40. $	$ 4000.	$ 12,000.00
	Parts / Material	Not to exceed		$1,500		$1,500		$1,500	$4,500
Replace Mulch	75 C.Y.	Annually	$ 406.	$4872.	$ 412.	$ 4944.	$420.	$5040.	$ 14,856.00
							GRAND TOTAL for ALL THREE YEARS		$ 61,992.00

Note: Minor repairs will also be performed by the Contractor as part of the yearly maintenance costs quoted above and will include adjusting, replacing and/or fixing sprinkler heads. More complex and detailed repairs will be approved as extra items on a case-by-case basis by the PWA, not to exceed an additional 10% of the grand total as a Supplemental Work Allowance.

Bidder agrees that the price(s) quoted are the maximum they will charge during the term of any contract awarded.

EXHIBIT D

DEBARMENT AND SUSPENSION CERTIFICATION
PROCUREMENTS $25,000 and OVER

COUNTY OF ALAMEDA

INFORMAL REQUEST FOR QUOTE NO. 2015

Redwood Road/A Street

Landscape Maintenance

The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its principal, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: **Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.**

BIDDER: Pacheco Brothers Gardening Inc

PRINCIPAL: Lynn D. Pacheco TITLE: Corporate Secretary

SIGNATURE: Lynn Pacheco DATE: April 24, 2015

EXHIBIT E

CONTRACT COMPLIANCE REPORTING REQUIREMENTS
Procurements $25,000 and Over
COUNTY OF ALAMEDA

INFORMAL REQUEST FOR QUOTE NO. 2015

Redwood Road/A Street

Landscape Maintenance

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County which have a start date on or after July 1, 2007 should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (510) 764-1870. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

EXHIBIT F

COUNTY OF ALAMEDA
PROCUREMENTS 25,000 and OVER

INFORMAL REQUEST FOR QUOTE NO. 2015

Redwood Road/A Street

Landscape Maintenance

REQUEST FOR BID PREFERENCE

PLEASE READ AND COMPLETE THIS FORM CAREFULLY:

IF YOU WOULD LIKE TO REQUEST THE **SMALL AND LOCAL BUSINESS**, OR **EMERGING AND LOCAL BUSINESS** BID PREFERENCE, COMPLETE THIS FORM AND RETURN IT WITH YOUR IRFQ SUBMITTAL.

Subject to the requirements of the SLEB program and the criteria of each procurement process, the maximum bid evaluation preference points for being certified SLEB for this Informal Request for Quote is 5%. Compliance with the SLEB program is required for goods, services and professional services contracts, including but not limited to architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services projects.

Check the appropriate box below and provide the requested information.

☒ **Request for 5% SMALL Local Business Bid Preference** ***OR*** ☐ **Request for 5% EMERGING Local Business Bid Preference** **(Complete certification information below)**			
SLEB Certification #:	09-00151	SLEB Certification Expiration Date	5 / 30 / 2015
NAICS Codes Included in SLEB Certification	236118, 237130, 238140, 238160, 238210, 238220, 238310, 238320 238330, 238340, 238350, 561730		

The Undersigned declares that the foregoing information is true and correct:

Print/Type Name: Lynn D. Pacheco

Print/Type Title: Corporate Secretary

Signature: Lynn D. Pacheco

Date: April 24, 2015

EXHIBIT G-1

REFERENCES

INFORMAL REQUEST FOR QUOTE NO. 2015

Redwood Road/A Street

Landscape Maintenance

Bidder Name: Pacheco Brothers Gardening Inc

Company Name: Alameda County Five Canyons	Contact Person: Janice Thoni
Address: 951 Turner Court	Telephone Number: 510-670-6615
City, State, Zip: Hayward, Ca. 94545	E-mail Address: janicet@acpwa.org
Services Provided / Date(s) of Service: New Contract Started July 2013	

Company Name: MCE	Contact Person: Steve Loweree
Address: 6515 Trinity Court	Telephone Number: 925-803-4111
City, State, Zip: Dublin, Ca. 94568	E-mail Address: sloweree@mce-corp.com
Services Provided / Date(s) of Service: Started 1999 New Contract Started July 2013	

Company Name: Town of Danville	Contact Person: John Teixeira
Address: 510 La Gonda Way	Telephone Number: 925-314-3416
City, State, Zip: Danille, Ca. 94526	E-mail Address: jteixeira@danville.ca.gov
Services Provided / Date(s) of Service: New Contract Started July 2011	

Company Name: City of San Leandro	Contact Person: Winston McKee
Address: 835 E 14th Street	Telephone Number: 510-577-3444
City, State, Zip: San Leandro, Ca. 94577	E-mail Address: wmckee@sanleandro.org
Services Provided / Date(s) of Service: New Contract Started March 2010	

Company Name: City of Hayward	Contact Person: Tom Rossi
Address: 16 Barnes Court	Telephone Number: 510-583-8907
City, State, Zip: Hayward, Ca. 94544	E-mail Address: thomasrossi@hayward-ca.gov
Services Provided / Date(s) of Service: New Contract Started March 2014	

EXHIBIT G-2

LIST OF SPECIALTY EMPLOYEES/SUBCONTRACTOR TRAINING AND/OR LICENSE NUMBERS

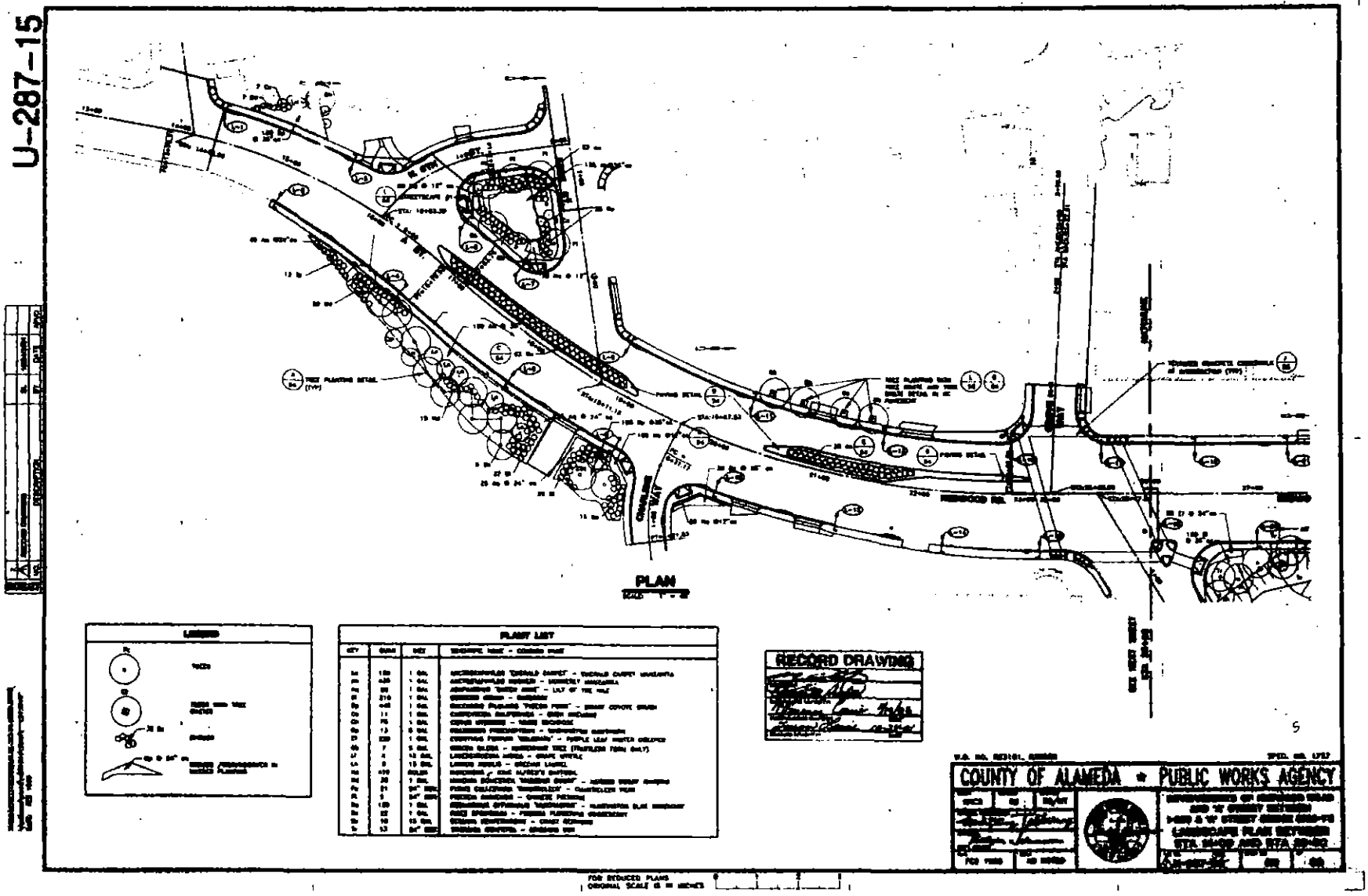
Redwood Road/A Street

Landscape Maintenance

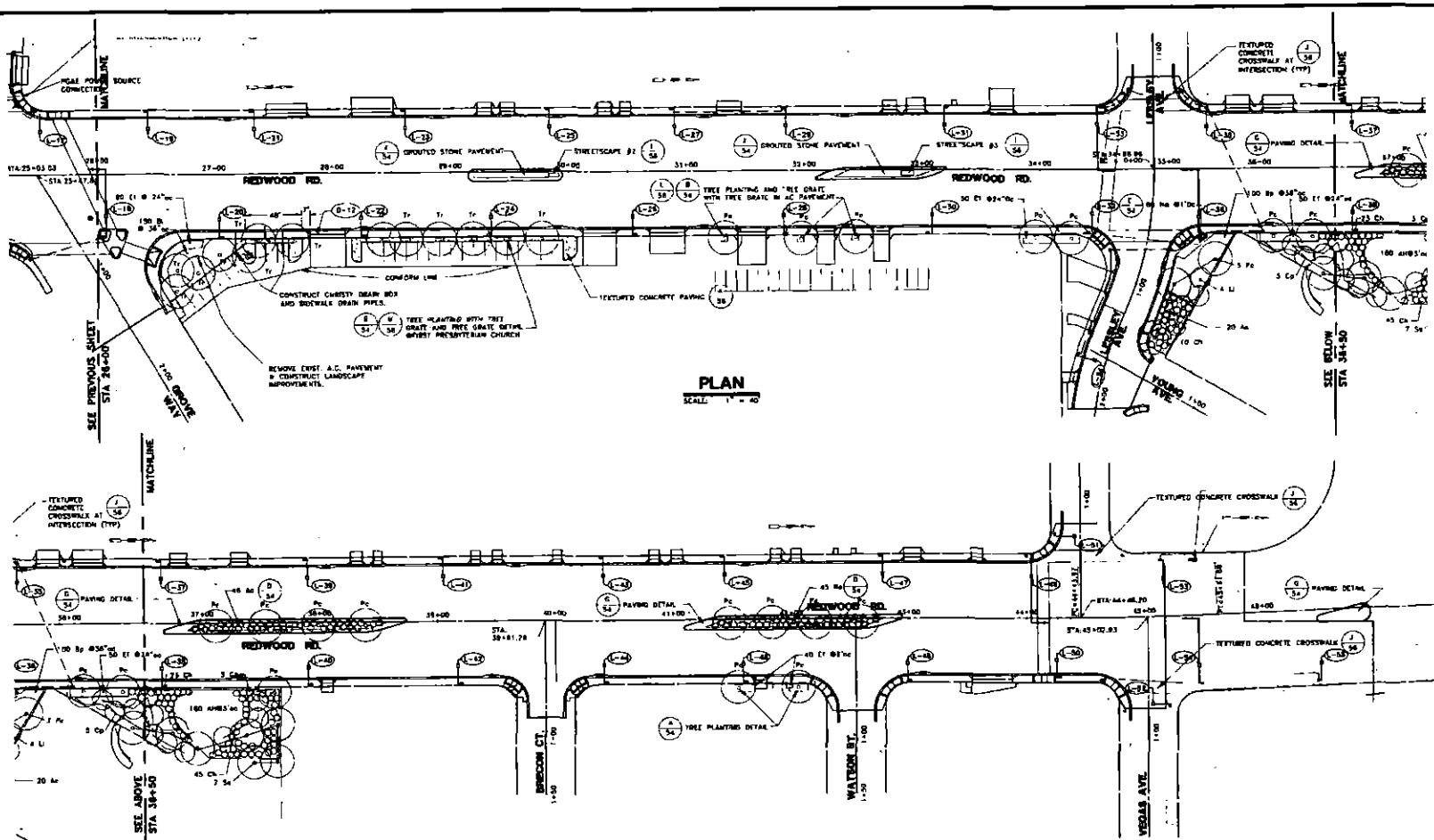
NAME OF EMPLOYEE OR SUBCONTRACTOR	SPECIALTY (CHEMICAL APPLICATION, PEST MANAGEMENT, ETC.)	LICENSE/CERTIFICATION NO. (IF APPLICABLE)
Gary L Pacheco	BCF	qal 96635
Karl Pacheco	Backflow	09813
George A. Pacheco Neal Hornbeck	STMA STMA	19154 19157
Karl Pacheco	IMSA	97001
Karl Pacheco	Planet Certified	Turf Maintenance and Exterior (CLT-E)
Karl Pacheco	Bay Friendly	
Mark Pacheco Tom Delconte	Arborist Certified Irrigation Tech	WE-7461-A 22006

EXHIBIT H

REDWOOD RD. - A ST.



U-287-15



PLAN
SCALE: 1" = 40'

RECORD DRAWING

W.O. NO. R23181, R20085

SPEC. NO. 1757

COUNTY OF ALAMEDA ☆ PUBLIC WORKS AGENCY

NRCS	RS	RS/MT
FEB 1999	AS NOTED	

IMPROVEMENTS OF REDWOOD ROAD AND 'A' STREET BETWEEN I-580 & 'A' STREET BRIDGE (33C-7) LANDSCAPE PLAN BETWEEN STA 26+00 AND 47+00

K-287-38 | 61 | 62

NO.	DESCRIPTION	BY	DATE	APVD
2	RECORD DRAWING	BL	10/24/2001	

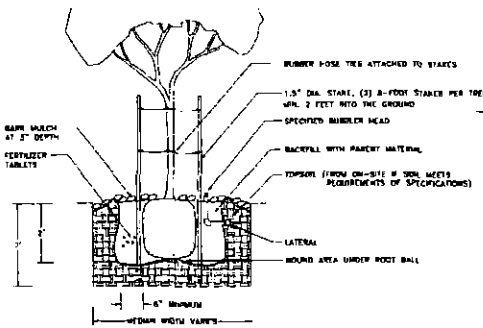
REVISIONS

DATE: FEB 1999

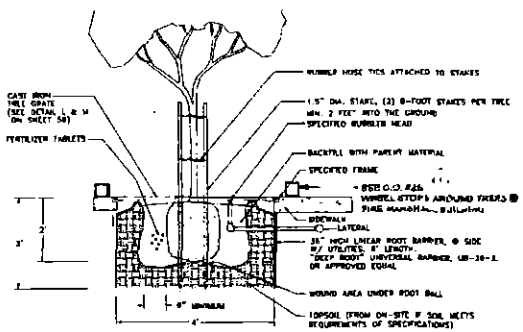
FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES 0 1 2 3

2

U-287-15



A TREE PLANTING DETAIL
NTS



B TREE PLANTING WITH TREE GRATE DETAIL
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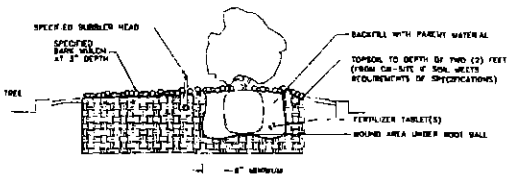

C MEDIAN SHRUB PLANTING DETAIL
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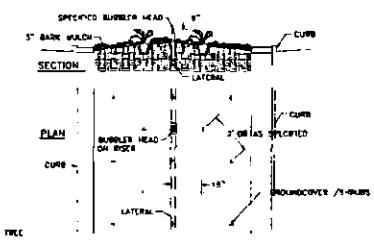
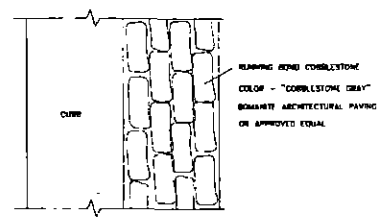


D GROUNDCOVER / SHRUB PLANTING LAYOUT
NTS

E BULB PLANTING DETAIL
NTS



G PAVING DETAIL
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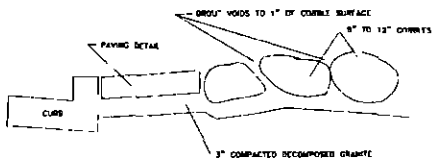


F GROUTED STONE PAVEMENT DETAIL
NTS

RECORD DRAWING

NO	DESCRIPTION	BY	DATE	APVD
2	RECORD DRAWING	BL	10/24/2001	

W.O. NO. R23181, R20085 SPEC. NO. 1757

COUNTY OF ALAMEDA ☆ PUBLIC WORKS AGENCY

WRCS	RS	RS/WT
FEB 1990	AS NOTED	

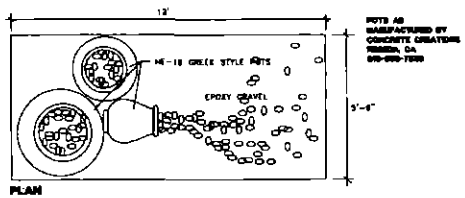
IMPROVEMENTS OF REDWOOD ROAD AND 'A' STREET BETWEEN I-580 & 'A' STREET BRIDGE (33C-70)
PLANTING DETAILS

K-287-34 | 54 | 62

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES 0 1 2 3

3

U-287-15



I STREETSCAPE #1 - "WHO SPILT THE BEANS?"
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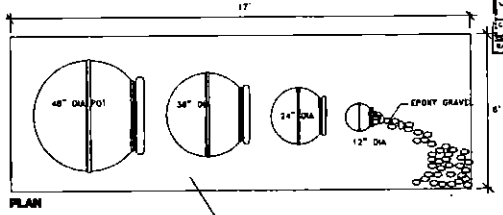

I STREETSCAPE #3 - "URNTRYOSHKAS"
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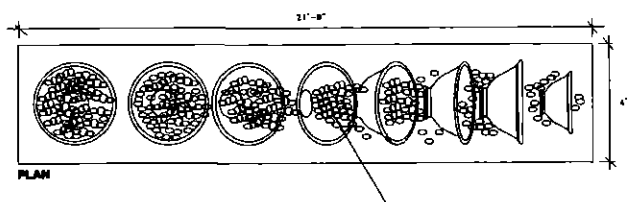
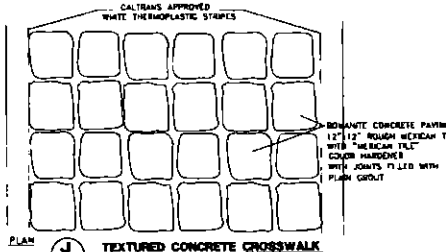


I STREETSCAPE #2 - "ONE GOOD URN DESERVES..."
NTS



J TEXTURED CONCRETE CROSSWALK
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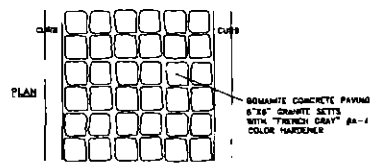
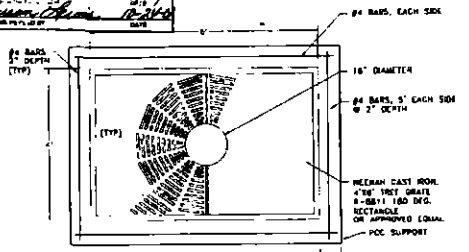
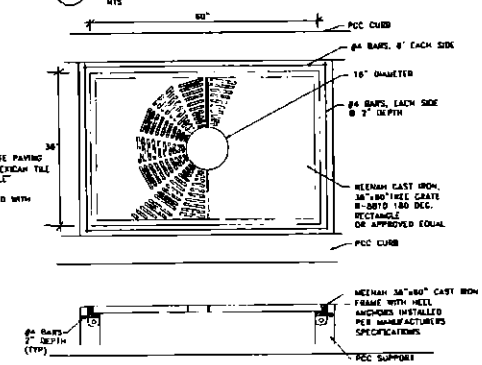


K TEXTURED CONCRETE PAVING
NTS AT FIRST PRESBYTERIAN CHURCH



L TREE GRATE DETAIL IN AC PAVEMENT
NTS



M TREE GRATE DETAIL AT FIRST PRESBYTERIAN CHURCH
NTS

NO.	DESCRIPTION	BY	DATE	APVD
2	RECORD DRAWING	RL	10/4/2001	

CHECKED BY

W.O. NO. R23181, R20085 SPEC. NO. 1757

COUNTY OF ALAMEDA ☆ PUBLIC WORKS AGENCY

DESIGNED	DRAWN	CHECKED
MRCS	RS	RS/MT

IMPROVEMENTS OF REDWOOD ROAD AND 'A' STREET BETWEEN I-580 & 'A' STREET BRIDGE (33C-75)

MISCELLANEOUS LANDSCAPE DETAILS

DATE	SCALE
FEB 1999	AS NOTED

PLAN NO.	SHEET NO.	OF
K-287-15	66	82

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES 0 1 2 3

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DATE: FEB 1999

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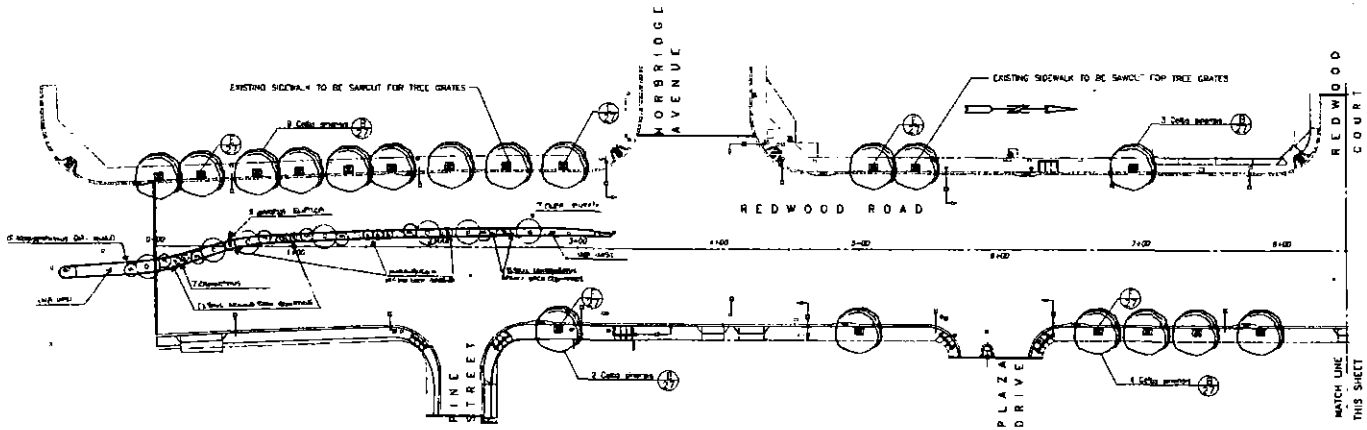
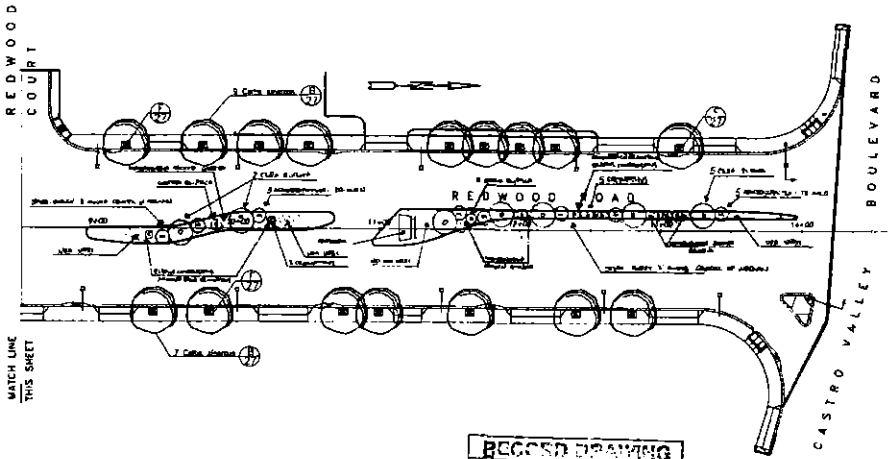




Plant name	size	quantity
Olea Europea or Majestic Beauty Standard -	15 Gal	14
Aeschylophyllus - Dr. Hard or Lester Housedrive -	5 Gal	16
Gaura Elliptica - Jamies Red or Erie -	5 Gal	11
Cocoatrius - Julia Phelps or Joan Mirov -	5 Gal	14
Vitis Digerens - (Place 3' on center along center line of medians, starting 50' from each end, except where other shrubs or trees are passed.)	1 gal	100
Muhlenbergia Rigens - (Place 2' on center diamond pattern with Berrys Elliptica)	1 gal	150
Elymus Condensatus Canyon Prince - (Place with Cocoatrius 2' on center diamond pattern)	1 gal	150
Arctostaphylus Uva Ursi - (Place in first 60' of each median at each end of each island, except where artwork will be sized at south end of north island 2' on center.)	1 Gal	60

CELTIS SINENSIS. (CHINESE HACKBERRY), 24" BOX 34

RECORD DRAWING
Terrence Boyd
4-19-00
10-7-99

W.O. NO. R20084 SPECIFICATION NO. 1589

COUNTY OF ALAMEDA ☆ PUBLIC WORKS AGENCY

SK SK SP

WIDENING AND RECONSTRUCTION OF REDWOOD ROAD FROM CASTRO VALLEY BOULEVARD TO INTERSTATE 580
REVISED LANDSCAPE PLAN

MAY 1997 1"=40'

K-287-33R 25A 44

FOR REDUCED PLANS 0 1 2 3

5

EXHIBIT I – SPECIFIC TASKS & FREQUENCIES FOR PLANTINGS AND IRRIGATION SYSTEMS

IFRQ 2015 – Redwood Road/A Street Landscape Maintenance

PLANTINGS

TREES

Maintenance Principles & Policies

1. TREES SHALL BE MAINTAINED IN A HEALTHY, VIGOROUS GROWING CONDITION.

1.1 Treat trees with non-toxic chemical applications to keep free from disease and concentrations of pests.

1.2 Ensure proper working order of irrigation system.

1.3 Inspect trunks and branches for damage and repair. Adjust stakes and ties if rubbing occurs.

1.4 Stake assemblies shall be checked regularly and removed as soon as the tree is able to stand upright on its own without risk of breaking. Generally, tree stakes hall be removed two to four years after planting. No stakes shall remain after four years without written approval by the County Arborist or Public Works Representative.

1.5 Before any stakes are removed, remove tree ties and allow the tree to remain without support for a period of time to observe structural stability of the tree. Remove tree stakes only when tree has been proven to be structurally stable. Any restaking shall be done with originally specified materials.

2. SELECTIVE PRUNING PRACTICES SHALL ADDRESS IMMEDIATE CLEARANCE NEEDS AND ENCOURAGE GOOD LONG TERM FORM.

2.1 Broken branches should be cleanly trimmed.

2.2 Correct poor branching structure such as incised bark, vertical crotches, and competing leaders.

2.3 All sucker growth from trunk and base of trees shall be removed monthly or as required up to twelve feet (12') from the ground to maintain a clean appearance.

2.4 A vertical clearance of 114 inches is required above all parking spaces. A vertical clearance of 80 inches is required above all walkways. Trim trees to remove all limbs within these areas.

2.5 The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized after pruning each tree to minimize the possibility of spreading disease. When pruning trees known or suspected to be diseased, cutting blades shall be sterilized (with 10% bleach solution or other approved) after each cut.

3. TREE CANOPIES SHALL BE MANAGED TO PROMOTE LONG TERM VISIBILITY OF STOREFRONTS.

3.1 Remove lower tree limbs occasionally over time to encourage views to storefronts and building frontages up to 12 feet in height. Actual heights may vary by tree species and frontage condition. For example, a London Plane tree is a tall tree and can be trained higher than a Big Leaf Maple.

3.2 At no time shall trees be top pruned to lower the canopy.

3.3 Pruning to improve views to billboards and other forms of paid advertisement not allowed unless it conforms to these guidelines.

3.4 With written approval from the County arborist, trees may be thinned using appropriate header cuts at the main branch or trunk to allow partial views through the canopy to storefronts.

3.5 While not a requirement of maintenance, it important to note that stores are encouraged to place signage below 12 feet in height. Blade signs facing the sidewalk and pedestrians are specifically encouraged.

EXHIBIT I (CONTINUED)

SHRUBS & GROUNDCOVERS

1. Low growing plant material provides a seasonal appearance that is at times verdant, colorful, and textured. Species are drought tolerant. Ground coverage is high to discourage weed growth and provide a uniform completeness of planting. While species may change over time, each planting zone is given a distinct theme. Some are based on appearance while others relate to a specific function. Composition and species selection is specific to the location as follows:

2. **MEDIAN PLANTS**: plants and a mixture of low spreading native flowering iris, fine textured grass like plants such as carex, and leafy flowering groundcovers that provide additional interest. Plants must be adapted to porous soils, be drought tolerant, and able to accept periodic inundation during storm events.

3. ***DRY GARDENS:*** *Wide planters* without a stormwater function are themed with combinations of dry grasses (miscanthus, muhlenbergia,) and drought tolerant flowering groundcovers such as carpet roses, achillea, and lavender.

4. **STREET TREE PLANTERS**: Below boulevard street trees, single species flowering plants (Day Lilies) provide accent color. Side street planters have plants with colored foliage (Blue Oat Grass and Phormium tenax 'Jack Spratt').

MEDIAN PLANTS

DRY GARDENS

STREET TREE PLANTERS

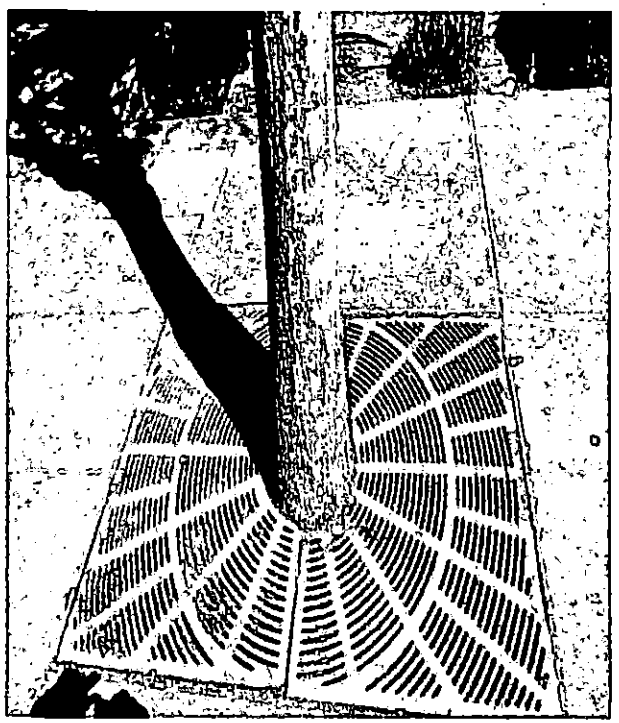


EXHIBIT I (CONTINUED)

Maintenance Principles & Policies

1. **SHRUBS SHALL BE MAINTAINED IN A HEALTHY, VIGOROUS GROWING CONDITION.**

1.1 Shrubs shall be pruned monthly only as needed to remove branches that are dead, broken, extending beyond the face of curbs or sidewalks. Do not formally hedges or topiary - allow shrubs to grow in their natural form to their mature sizes.

1.2 Shrubs shall be pruned so as to encourage a continuous planting where individual plants are not identifiable. Prune to encourage a dense, continuous planting, with natural shape and branches reaching fully to the ground.

1.3 All other shrubs shall be pruned only as required for safety, visibility, and plant health, and allowed to develop into the natural shapes expected of the plant variety. Do not shear shrubs into topiary (shapes) unless specifically instructed.

1.4 Apply non-toxic insecticidal soaps and other natural treatments. If infestation persists, maintain a reasonable control with insecticides after receipt of written approval by Public Works Agency Representative.

1.5 If regular foot traffic through a planter is preventing the groundcover from reaching full coverage of the soil, contact the Public Works Agency Representative to discuss options for redirecting the foot traffic. Consider installing pavers, stepping stones, a concrete walk, a gravel path, and/or barriers to redirect pedestrians.

1.6 Do not fertilize plantings in the low areas of the swale (rain garden).

1.7 Manage leaf litter in planters to prevent excessive build up. A 0-2" layer of settled or chipped leaves is acceptable as an additional organic compost. Remove leafs from sidewalk and in gutters at bulb outs where street sweeping is less effective.

1.8 Organic fertilizer shall be 5-5-5 formulation or similar, applied per label rate for plant type. Water immediately after applying to move the fertilizer into the soil and wash the fertilizer off of plant surfaces. Fertilizers shall be organically derived to feed plants without creating offsite water quality problems.

1.9 When applying granular fertilizers to drip-irrigated areas, the fertilizer must be washed in by hand or rainfall before turning on the drip system. Running the drip system immediately after application will push the fertilizer away from the emitters, resulting in a high concentration of fertilizer at the edge of the wetted zone. This highly-concentrated fertilizer can kill or damage plants. It is recommended that granular fertilizers be applied to drip-irrigated areas only in early spring, just prior to a moderate rainfall.

2. **PLANTS SHALL BE SEASONALLY MAINTAINED TO ENHANCE APPEARANCE.**

2.1 Grasses such as miscanthus, muhlenbergia shall be trimmed during winter dormancy.

2.2 Dead blooms on such plants as carpet roses, day lilies, achillea, and lavender shall be trimmed off monthly during flowering periods.

3. **HEALTHY SOIL SHALL BE MAINTAINED TO SUPPORT HEALTHY PLANTS.**

3.1 Soil samples shall be taken bi-annually from three locations at a depth of 8 inches to verify nutrients, organic matter, and permeability. The test shall include recommendations for non-chemical nutrient applications such as bone meal, blood meal, fish meal, and seaweed. Recommendations by the laboratory shall modify fertilization practices.

3.2 Organic compost shall be applied to rain garden planters bi-annually. Place two inches of well composted organic material on the surface and work into the top 4-6 inches of soil. Avoid disturbing planting by avoiding the plants and root zones.

3.3 Apply mycorrhizae per manufacturer's recommendations to all planted soil bi-annually.

3.4 Release 20 LBS of earth worms into dry and wet gardens on a bi-annual basis. Place 10 LBS in an area approximately 8'x15' alternative locations. Release worms during times of seasonal rainfall.

3.5 Annual application of compost tea is encouraged.

WEEDING & TRASH REMOVAL

Maintenance Principles & Policies

1. ELIMINATE INVASIVE PLANTS AND WEEDS BEFORE THEY CAN INFEST PLANTING AREAS.

1.1 Noxious and invasive weeds such as Oxalis sourgrass, Dallis, Johnson, Kikuyu, Nut and Bermuda grass shall be removed immediately. At no time shall these or similarly invasive weed plants be present in the project area.

1.2 These plants may require chemical herbicide treatment to remove. Treat only spot locations using EPA and manufacturers recommended application techniques that protect workers, nearby people, and water bodies.

2. REMOVE WEEDS REGULARLY FROM PLANTING AREAS, PAVING, AND FROM UNDER TREE GRATES.

2.1 Keep basins and areas between plants free of weeds using hand and tool methods. Avoid frequent soil cultivation that destroys shallow roots. Use mulches to help prevent weed seed germination.

2.2 Non-toxic treatments such as white vinegar may be used to control weeds in cracks.

3. REMOVE TRASH AND OTHER DEBRIS FROM PLANTING AREAS ON A REGULAR BASIS.

3.1 All trash shall be removed and disposed of legally offsite.

3.2 Rain gardens may require extra care to remove small trash items such as cigarette butts from places where the gutter empties into the planter.

MULCHING

Maintenance Principles & Policies

1. **MAINTAINING A DEEP LAYER OF MULCH GREATLY REDUCES THE LABOR AND MATERIALS NEEDED TO CONTROL WEEDS, REDUCES WATER USE, AND HELPS THE PLANTS STAY HEALTHY.**

1.1 Add additional mulch annually to ensure full coverage to a depth of 3".

1.2 Decomposition of organic mulch is considered normal wear and tear, and replacement of decomposed mulch is required seasonally. Mulch is not required in areas where plant foliage completely covers the soil surface, such that the soil is not visible through the foliage. Any mulch found outside planter areas shall be returned to the planter on a weekly basis.

1.3 Keep tree trunks clear of mulch. Provide mulch under tree grates.

1.4 Do not place mulch in rain gardens where inundation may occur and transport mulch to drain inlets.

1.5 When replacing existing mulch, use a mulch product that is similar in appearance to that already at the site. Mulch product is identified in the appendix.

EXHIBIT I (CONTINUED)

Task / Task Description	Calendar	Frequency of Task	Notes
TREES			
1. Inspect and treat trees to keep them free from disease and pests	☒ All year long	☒ As Needed	
2. Inspect and treat tree trunks and branches for damage	☒ All year long	☒ As Needed	
3. Check and repair tree stake assemblies to secure and prevent damage to tree	☒ All year long	☒ Monthly	
4. Remove stake assemblies when no longer needed	☒ When no longer needed	☒ When no longer Needed	
5. Remove broken or damaged branches	☒ January ☒ November ☒ December	☒ As Needed	
6. Correct poor branching structure	☒ January ☒ November ☒ December	☒ As Needed	
7. Remove sucker growth	☒ March ☒ April ☒ May	☒ Monthly ☒ As Needed	
8. Remove lower tree limbs to naturally and gradually raise canopy height	☒ January ☒ February ☒ November ☒ December	☒ Monthly	

Task / Task Description	Calendar	Frequency of Task	Notes
SHRUBS & GROUNDCOVERS			
9. Prune shrubs to improve form and keep out of *circulation areas.*	☒ February ☒ July ☒ September ☒ November	☒ Monthly	
10. Treat plants for pests	☒ All year long	☒ As Needed	
11. Inspect planters for damage from foot-traffic and repair	☒ All year long	☒ Monthly	
12. Apply mineral nutrients to soil	☒ February	☒ Monthly	
13. Trim dormant grasses	☒ November ☒ December	☒ Monthly	
14. Trim expired flowers from plants (deadhead)	☒ April ☒ May ☒ June ☒ July ☒ August ☒ September ☒ December	☒ Twice Monthly	
15. Take soil sample for testing	☒ January	☒ Bi-Annually	
16. Apply organic compost to rain garden planters	☒ April	☒ Bi-Annually	
17. Apply mycorrhizae to all planted soil	☒ February	☒ Bi-Annually	
18. Release earthworms into dry and wet gardens	☒ January	☒ Bi-Annually	

Task / Task Description	Calendar	Frequency of Task	Notes
19. Apply compost tea	☒ March	☒ Bi-Annually	
20. Selectively replace plants	☒ February ☒ March ☒ October ☒ November	☒ As Needed	
21. Manage leaf litter on sidewalks, planters, and gutters at bulb outs.	☒ October ☒ November ☒ December	☒ Weekly	
WEEDING & TRASH REMOVAL			
22. Immediately eliminate noxious and invasive weeds (e.g. Oxalis sourgrass, Dallis, Johnson, Kikuyo, nut and Bermuda grass, etc.)	☒ All year long	☒ As Needed	
23. Remove weeds	☒ All year long	☒ Monthly	
24. Remove trash and other debris	☒ All year long	☒ Twice Monthly	
MULCHING			
25. Add additional mulch	☒ March	☒ Yearly	

IRRIGATION SYSTEMS

GENERAL SYSTEM

Maintenance Principles & Policies

1. REGULAR MONITORING OF THE SYSTEM WILL REDUCE WATER USE AND DELIVER OPTIMAL MOISTURE TO PLANTS.

1.1 The Contractor shall inspect the irrigation system for broken and clogged heads, malfunctioning or leaking valves, or any other condition which hampers the correct operation of the system.

1.2 Authorization must be obtained from the Public Works Agency Representative before proceeding with work not covered under normal maintenance work. The malfunctioning sprinkler system landscape area shall be irrigated by hand until all authorized repairs have been completed to the County's satisfaction.

1.3 Each system shall be checked weekly during seasons of operation and all necessary adjustments made to heads which throw onto roadways, walks, windows, or out of intended area of coverage. The Contractor shall clean and adjust sprinkler heads as needed for proper coverage.

1.4 Each system shall be individually operated and observed on a regular basis.

1.5 One maintenance person shall have the responsibility of operating and knowing the irrigation systems adjust controllers, observe the effectiveness of the irrigation systems, and making minor adjustments and repairs to systems.

SYSTEM REPAIRS

Maintenance Principles & Policies

1. REPAIR AND REPLACEMENT OF MINOR COMPONENTS IS REQUIRED BY THE MAINTENANCE CONTRACTOR AS PART OF THE BASE SERVICE AT NO ADDITIONAL EXPENSE TO THE COUNTY OF ALAMEDA.

1.1 Minor components are defined to be those items that routinely need repair due to short term life cycle or everyday damage.

1.2 Minor Items include but are not limited to the following:

X Controller hand held device battery

X Drip tubing

X Drip filters

X Pop up heads

X Bubblers and drip heads

X Controller charts and zone maps

X Deep water bubbler covers

X Bubblers on risers

1.3 Temporary emergency measures to shut of water, protect improvements, and prevent damage shall be completed by the Contractor or County of Alameda at any time. Work at no additional charge. Both parties will endeavor to notify the other within 24 hours after making an emergency repair or shut down.

2. REPAIR AND REPLACEMENT OF MAJOR COMPONENTS SHALL BE COMPLETED BY THE MAINTENANCE CONTRACTOR AS DIRECTED AND FUNDED BY THE COUNTY OF ALAMEDA AND THE PUBLIC WORKS AGENCY REPRESENTATIVE.

2.1 Major components are defined to be those items that should be expected to provide on-going service without failure or damage.

2.2 Evaluation of problems and identification of necessary repairs to major component is required by the maintenance contractor as part of the base service at no additional expense to the County of Alameda. Failure to diagnose and properly evaluate conditions in a timely manner, may result in damage to the improvements and property. Cost to repair such damages caused by the negligence of the contractor shall be borne by the contractor.

2.3 Major repair items include but are not limited to the following:

X Controller cabinet and pedestal foundation

X Controller motherboard and circuits

X Controller power supply, electrical, ground etc.

X Controller communications

X Controller ET sensor

X Controller hand held device

X Mainlines

X Remote Control Valves and wire

X Gate valves

X Quick coupler

X Valve boxes (not lids)

X Backflow preventer and enclosure

X Flow sensor

X Meter

2.4 Authorization from Public Works Agency Representative to proceed with repairs shall be received in writing prior to commencement.

CONTROLLER

Maintenance Principles & Policies

1. OPTIMAL WATER DELIVERY IS CONTROLLED BY THE IRRIGATION CONTROLLER AND IS REQUIRED TO BE CAREFULLY MANAGED BY THE MAINTENANCE CONTRACTOR.

1.1 The controller shall be inspected monthly for proper operation. A printed irrigation zone map shall be kept in the controller cabinet.

1.2 Run times shall be adjusted seasonally based on ET and rainfall to deliver the optimal amount of water to plants.

1.3 Generally, watering shall be done at night, between the hours of 12:00AM and 6:00 AM.

1.4 Verify water use is within expected levels.

SYSTEM COMPONENTS

Maintenance Principles & Policies

2. REGULAR INSPECTION OF IRRIGATION SYSTEM COMPONENTS AND OPERATION SHOULD REDUCE UNEXPECTED PROBLEMS AND LOSS OF WATER.

2.1 A list of components and schedule of inspection is included.

EXHIBIT I (CONTINUED)

Task / Task Description	Calendar	Frequency of Task	Notes
IRRIGATION SYSTEMS			
1. Perform general inspection of the irrigation system	☒ All year long	☒ Weekly April - November ☒ Bi-Weekly November - March	
2. Inspect controller	☒ February	☒ Yearly	
3. Adjust system run times	☒ February ☒ May ☒ July ☒ October ☒ November	☒ Monthly	Additional as-needed adjustments shall be made to manage water efficiently during drought, periods of unusual inundation, and to respond to special circumstances such as construction and community events.
4. Verify and report water usage	☒ October	☒ Bi-Annually	
5. Inspect, adjust, make minor repairs and maintain system components			
Group A • Drip tubing • Lateral line • Controller hand held device battery and supply any additional devices • Air relief valves / flush valves • Pop up heads • Valve box including lids and locks • Bubblers on risers • Controller communications • Controller ET sensor	☒ January ☒ February ☒ March ☒ April ☒ May ☒ June ☒ July ☒ August ☒ September ☒ October ☒ November ☒ December	☒ Monthly	
Group B • Drip filters • PVC isolation ball valves • Controller charts and zone maps • Deep water bubbler covers • Controller cabinet and pedestal foundation • Controller motherboard and circuits • Controller power supply, electrical, ground etc. • Mainlines • Remote Control Valves and wire • Gate valves • Quick coupler • Backflow preventer and enclosure • Flow sensor • Meter	☒ January ☒ February ☒ March ☒ April ☒ May ☒ June ☒ July ☒ August ☒ September ☒ October ☒ November ☒ December	☐ Bi-Annually ☒ Yearly ☐ Bi-Monthly ☐ Monthly ☐ Twice Monthly ☐ Weekly ☐ As Needed	

MATERIALS SPECIFICATION

1. COMPOST SOIL CONDITIONER

COMPOST SOIL CONDITIONER: Composted organic soil amendment, "Soil Conditioner", manufactured by American Soils Products, Richmond, CA or equal as approved by the Engineer.

Organic compost soil amendment shall be mature, stable, weed free, and produced by aerobic decomposition of organic matter. Compost feedstock may include, but is not limited to: agricultural, food or industrial residuals; class A biosolids as defined in the EPA CFR Title 40, Part 503; yard trimmings, or source-separated municipal solid waste. The product must not contain any visible refuse or other physical contaminants, substances toxic to plants, or over 5% sand, silt, clay or rock material by dry weight. The product shall possess no objectionable odors. The product must meet all applicable USEPA CFR, Title 40, Part 503 Standards for Class A biosolids. The moisture level shall be such that no visible water or dust is produced when handling the material. The material shall be certified by the US Composting Council.

Contractor shall submit proof of the soil conditioner compost product use by providing a sample as identified herein this Section, and the most recent lab analysis. Substitution for "Soil Conditioner" must be requested in writing by the Contractor and approved in writing by the Engineer at least 30 days prior to installation. The organic amendment shall have (at a minimum) the following properties:

pH	6.0 – 8.5
Total Nitrogen (N)	1.0%
Phosphorus (as P2O5)	2.0%
Potassium (as K2O)	0.2%
Carbon-to-Nitrogen Ratio	<25-to-1
Soluble Salt Concentration	<10dS/m
Moisture	30-65% dry weight analysis
Organic Matter	30-65% dry weight analysis
Screen Analysis	98% passing 3/4" screen or smaller
Bulk Density	1,000 to 1,100 pounds/cubic yard.
Stability	>80% relative to positive control
Maturity	>80% relative to positive control

2. STAKES AND TIES

TREES IN OPEN, AT GRADE PLANTERS:
Treated lodgepole pine poles, minimum 10 foot length.

Arbor Tie green polypropolene strap by Deeproot or equal.

3. ORGANIC MULCH

Mulch shall be well composted and free from deleterious materials, debris, and weed seed. Suitable as a top dressing of trees, shrubs and groundcovers, consisting of following:

MATERIAL: Shredded 100% recycled wood products Dyed dark brown. Particle size shall be graded to average dimensions of one-half inches (1/2") to two inches (2") in length.

Coverage depth shall be a minimum of three inches (3"), or as indicated on the Contract Drawings.

ACCEPTABLE MANUFACTURERS: American Soils Products, Richmond, CA or equal.

MATERIALS SPECIFICATION continued

4. REPLACEMENT BIORETENTION SOIL MIX

Imported Soil for stormwater management areas shall comply with Contra Costa County C.3. compliance specifications.

- pH: 6.5-7.2
- Organic content: 8-12 percent
- Soluble salts: less than 2 dS/m
- Soil shall be free of stones and clods larger than 1/2", roots, trash, and other deleterious material not suitable for healthy plant growth.

APPROVED PLANTING SOIL AND SUPPLIER:

- Contra Costa Bioretention Mix B
- American Soils Products, Richmond, CA
- Depth: as indicated

Provide copy of most recent laboratory soil test of import soil prior to transport to site. Fertilization shall be provided per soil test.

5. FERTILIZERS

COMPOSITION: Nitrogen (N), phosphorous (P), and potassium (K) content.

Fertilizer shall be furnished in amounts recommended from the soil analysis, as reported from a qualified soil-testing agency. Refer to previous section.

STEAMED BONE MEAL: OMRI-certified, commercial, raw, finely ground; minimum of 4 percent nitrogen and 20 percent phosphoric acid.

BLOOD MEAL: OMRI-certified, or equal.

FEATHER MEAL: OMRI-certified, commercial, supplied mixed with chicken manure to encourage decomposition, pelletized; minimum of 12% nitrogen.

6. MYCORRHIZAL INOCULUM

MYCORRHIZAL INOCULUM FOR PLANT MATERIALS FROM CONTAINER STOCK: In addition to providing Fertilizer/ Planting Tablets, provide a dual soil-conditioning biological inoculum system of endo-and ecto- Mycorrhizal to *further aid* the plants ability to efficiently uptake available soil nutrients and also increase resistance to drought.

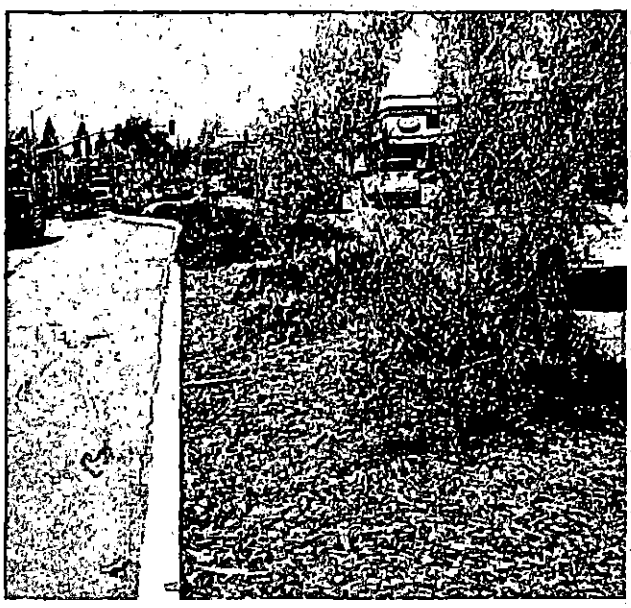
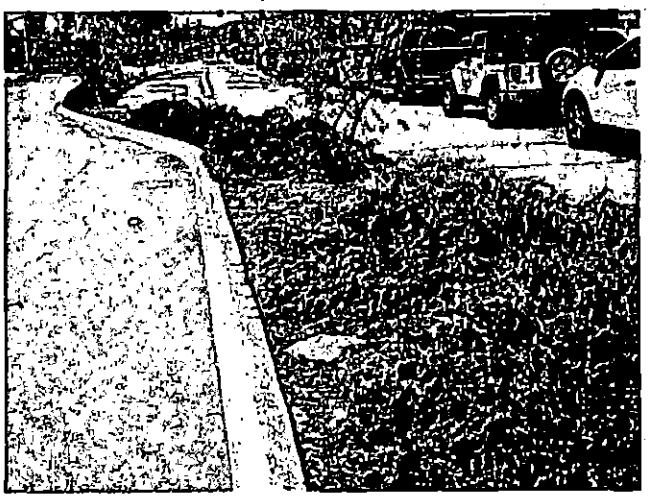
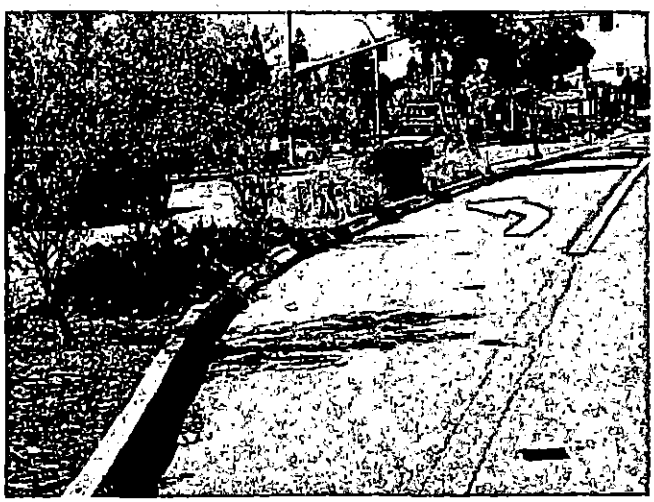
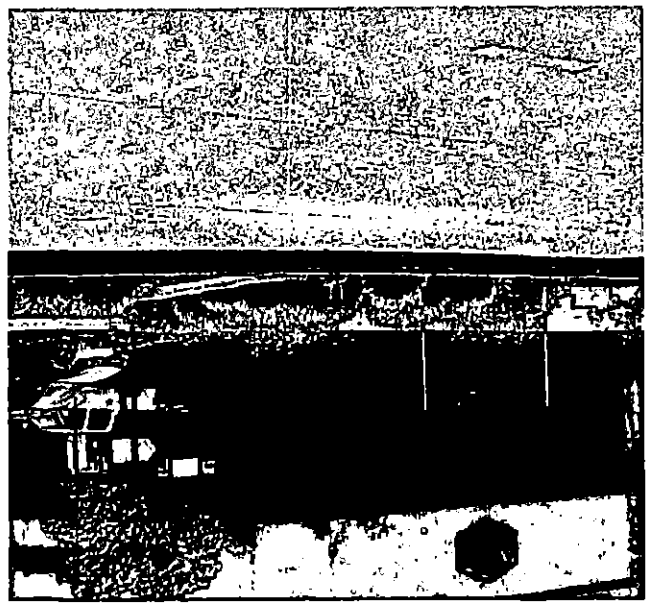
APPROVED SUPPLIERS:

- 7-gram Myco-Pak, Tri-C Enterprises LLC, Chino, CA, 800-927-3311
- 4 oz. Packet - Roots 1 Step, Roots, Inc., Independence, MO, 800-342-6173
- Mycorrhizae Applications http://mycorrhizae.com/

EXHIBIT I (CONTINUED)

Weekly Landscaping Maintenance Report					
Date	**How many personal**	**How many Hours worked**	**Location**	**Type of Maintenance Completed**	**Any Repairs Needed**

EXHIBIT J

SAMPLE PICTURES OF THE LANDSCAPING TO BE MAINTAINED

IFRQ 2015 – Redwood Road/A Street Landscape Maintenance