

City of San Leandro
NOTICE
INVITATION FOR BIDS
Bid No. 01-02.002

Citywide Turf Mowing

Notice is hereby given that sealed bids will be received at the Purchasing Office, until 3:00 p.m., Thursday, August 16, 2001 local time, at which time they will be publicly opened and read for furnishing all labor, materials and equipment, and performing all work necessary and incidental to mow turf throughout the City of San Leandro in accordance with the City of San Leandro plans, specifications and contract documents.

Bids shall be delivered and addressed to the City of San Leandro, Purchasing Supervisor, 835 E. 14th Street, San Leandro, California, 94577, and shall be labeled "Citywide turf mowing, Bid No. 01-02.002, 3:00 p.m., Thursday, August 16, 2001. Any Bidder who wishes their bid to be considered is responsible for making certain that their bid is received in the Purchasing Office by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. Bids received after the scheduled Bid Submittal Deadline will be returned unopened. It is the responsibility of the Bidder to see that any bid submitted shall have sufficient time to be received by the Purchasing Office before the Bid Submittal Deadline. Late bids will be returned to the Bidder unopened.

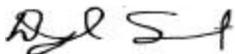
The receiving time in the Purchasing Office will be the governing time for acceptability of bids. Bids will not be accepted by telephone or facsimile machine. Bids must bear original signatures and figures.

Specifications. Specifications may be examined and obtained at no charge at the Purchasing Office, or by calling 510-577-3376.

Pre-Bid Conference. A pre-bid conference will be held at **10:00 a.m. on Friday, August 10th at the Public Works Service Center Conference Room located at 14200 Chapman Rd.** Bidders who are unable to attend the pre-bid conference must call the Purchasing Supervisor at least (1) day before the Bid Submittal Deadline.

Bid Packages are available in the Purchasing Division at 835 E. 14th Street, San Leandro, CA 94577 or on the Purchasing web site at <http://www.ci.san-leandro.ca.us/purchasing/bids.htm> in Adobe pdf format

Award of bid is will be made to the lowest responsible bidder.



Signature
Darryl R. Sweet

SCOPE OF WORK

The work to be done includes furnishing all labor, material and tools necessary to mow lawns, trim turf edges, pick up and remove grass clippings.

QUALITY OF WORK

The Contractor shall insure that all work provided for in these Specifications and the Agreement entered into between the City and the Contractor is performed by a licensed, fully qualified and experienced subcontractor(s) or personnel directly employed by the Contractor. The Contractor shall insure that the Contractor's and subcontractor's employees shall be personally presentable and act with courtesy and good manners at all times.

INSPECTION

The Contractor shall perform all work provided for in these Specifications and the Agreement entered into between the City and the Contractor under the direction and to the satisfaction of the Senior Grounds Supervisor, or their /her designated representative, who may make inspections at any time and request that the Contractor perform additional work or services without cost to the City to bring Contractor's performance to the level required by the specifications in the Agreement entered into between the City and the Contractor.

SCOPE OF RESPONSIBILITY

Plants

Any or all plant material damaged due to Contractor's negligence shall be replaced at the Contractor's expense, equal in plant size and conforming to City's Specifications. Replacement shall be made within (15) days from the date the defective plant is brought to the attention of the Contractor.

Vehicles

All vehicles used by the Contractor and their /her employees or their subcontractor must clearly display the firm's name and/or logo.

IRRIGATION SYSTEMS

The Contractor shall have full responsibility to insure that their or her maintenance crews do not damage turf sprinkler heads. If damage occurs to any sprinkler head or heads, the damages shall be reported to the Senior Grounds Supervisor immediately. The Contractor shall not attempt to perform any repairs to the damaged sprinkler or sprinklers. The City's staff will repair all damages. The Contractor will be charged against their /her monthly account.

SAFETY PROVISIONS

The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial safety and the California and Federal Office of Safety and Health Administration

The Contractor shall conduct their operation as to offer the least possible obstruction and inconvenience to the public.

All machinery shall arrive at the work site in good, safe, working, operational condition. Under no circumstances shall any maintenance or repair work on any machinery be conducted at the project site without prior consent of the Senior Grounds Supervisor. All machinery shall be maintained according to the manufacturer's specifications. Machinery that has defective or missing safety devices shall not be used at the park site.

The Contractor shall provide necessary traffic controls such as, but not limited to, barricades, signs, flagmen, lights and other warning and safety devices as required by the latest manual approved by the California Department of Transportation for traffic control through maintenance areas.

No material or equipment shall be stored at any of the park facilities. At the end of each day's work and any other times when maintenance operations are suspended for any reasons, the Contractor shall remove all equipment and other obstructions from the park site and facility.

TURF CARE STANDARDS

General. Turf, as an important aesthetic component of ornamental landscapes, requires a regular schedule of care. Routine maintenance and service shall include as a minimum:

Mowing

Turf areas shall be serviced once a week between the months of March-November and on an as-needed basis from December-February. The turf shall be mowed to a height of two inches (2") unless directed by the Senior Grounds Supervisor. No more than one-third (1/3) of the total length of the grass shall be removed during any single mowing operation. More frequent mowing and edging may be required if turf growth exceeds one inch (1") between scheduled service frequency or if the turf edges and/or the surface conditions have an unkempt appearance.

All mowing and edging equipment shall have sharp, well-balanced blades. No tattering, shredding, bruising, or tearing of grass blades shall be allowed during mowing operations. Mowing equipment is subject to inspection by the city and its representative at any time.

Grass height shall remain a consistent looking range between 2 to 3 inches. Scalping of turf areas is no acceptable.

Tufts of grass in corners or other areas that are hard to reach with a mowing machine shall be mowed using a string-line trimmer or clipped by hand.

In those areas indicated, all mowed clippings shall be removed from the job site on the day of mowing.

The Contractor's and/or subcontractor's personnel shall use extreme caution in working in a park setting when the public using the park or soccer fields. The safety of the park users comes first before the Contractor's scheduling problems.

Edging

To be performed where indicated every other mowing from March to November, and once a month from December to February.

Edges of turf against all paved areas, around valve boxes, sprinkler heads, and other utilities shall be kept neatly edged at 90°.

Special consideration shall be given to the safety of pedestrians in the area while edging.

Edge neatly against fences, walkways, and walls at 90° angles.

INSTRUCTIONS TO BIDDER

BID FORMS. Bid must be submitted on preprinted Bid Forms supplied by the Purchasing Office.

BID OPENING AND BID RESULTS. Bids are opened publicly in the Purchasing Office. Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening. Bid results will be faxed or mailed to interested parties upon request.

BID SUBMITTAL DEADLINE. **The Bid Submittal Deadline is 3:00 p.m., Thursday, August 16, 2001.** Bids must be submitted in sealed envelopes and should be properly identified with the bid number and Bid Submittal Deadline. **Bids must arrive in the Purchasing Office, 835 E. 14th Street, San Leandro, California, 94577, by 3:00 p.m., Thursday, August 16, 2001, local time.** Telephone, telegraphic, facsimile, electronic, and late bids will not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received by the Purchasing Office before the Bid Submittal Deadline.

BID WITHDRAWAL. Bidders' authorized representatives may withdraw bids only by written request received by Darryl R. Sweet before the Bid Submittal Deadline. After that time, Bidders may not withdraw their bids for a period of ninety- (90) days from the Bid Submittal Deadline. At no time may the successful Bidder(s) withdraw their bid.

INFORMED BIDDERS. Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

LATE BIDS. Bids not received by the Bid Submittal Deadline are late. Late bids will be returned to Bidders unopened.

TERMS AND CONDITIONS

PRICES, NOTATIONS, AND MISTAKES. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

PAYMENT TERMS. City pays at the end of the month for the previous month's work.

QUESTIONS AND COMMENTS. Questions and comments regarding this solicitation must be submitted in writing, either by mail to Darryl R. Sweet at 835 E. 14th Street, San Leandro, California, 94577, or by facsimile at 510-577-3312. General questions may be directed to the Purchasing Office by calling 510-577-3376.

TERMS OF THE OFFER. City's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the City. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed bid will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

CANCELLATION OF CONTRACT. The City may cancel this contract WITHOUT CAUSE at any time by giving thirty- (30) days written notice to the supplier/contractor. The City may cancel this contract WITH CAUSE at any time by giving ten- (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the City and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel this contract without prior written consent of the Darryl R. Sweet.

COMPLIANCE OR DEVIATION TO SPECIFICATIONS. Bidder hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications", which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for this requirement.

TERMS AND CONDITIONS-continued

COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, local and other laws relative thereto.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the City, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

FORMATION OF CONTRACT. Bidder's signed bid and City's written acceptance shall constitute a binding contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Alameda, in state of California. The parties further stipulate that the county of Alameda, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

NOMENCLATURES. The terms Successful Bidder, supplier, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the City enters into a contract as a result of this solicitation.

REJECTION OF BIDS. The City reserves the right to reject any bids, all bids, or any part of a bid. The City reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due the City of San Leandro.

SAFETY. All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety.

SELL OR ASSIGN. The successful Bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without the specific written consent of the City.

SEVERABILITY. If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

TAXES, FEDERAL EXCISE. The City is exempt from Federal Excise Tax.

TAXES, SALES. California Sales Tax should be shown separately on the Bid Form, when and where indicated.

WAIVER OF INFORMALITIES. The City reserves the right to waive informalities or technicalities in bids.

SPECIAL PROVISIONS FOR SERVICES

ACCESSIBILITY. The contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. they shall exercise due and particular caution to determine that all parts of their work are made quickly and easily accessible.

AUTHORITY OF THE CITY. Subject to the power and authority of the City as provided by law in this contract, the City shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

BUSINESS LICENSE. If the scope of work under this bid includes performing services or installation on City property, the SUCCESSFUL BIDDER and any subcontractors must have current City Business Licenses. Inquiries regarding Business License may be directed to the Finance Department at 510-577-3376. Business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.

CHANGES IN WORK. The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the City. Changes in work and the amount of compensation to be paid to the contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.

CLEAN-UP. During performance and upon completion of work on this project contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the City.

COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT. Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract or any subcontract hereunder, no contractor, material supplier or vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

CONTRACT EXTENSION. The City may elect to extend this contract for up to two (2) one-year periods following the original contract period. City will provide written notice of extension to contractor prior to the end of the current contract.

SPECIAL PROVISIONS FOR SERVICES-continued

CONTRACT INCORPORATION. This contract embodies the entire contract between the City and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the bid solicitation, all addenda, all of Bidder's successful submittal, supplemental agreements, change orders, performance bond(s), if any and any and all written agreements which alter, amend or extend the contract.

COOPERATION BETWEEN CONTRACTORS. The City reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct their work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with their contract and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

COORDINATION WITH AGENCIES. The contractor shall coordinate their activities with the proper regulatory agencies and have their representative on site at the proper times.

DAMAGE. The contractor shall be held responsible for any breakage, loss of the City's equipment or supplies through negligence of the contractor or their employee while working on the City's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the City any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

EXAMINATION OF SPECIFICATION AND SITE. Bidder is expected to carefully examine the site of the proposed work and all bid specifications, documents, and forms. they shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.

INDEPENDENT CONTRACTOR. In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of their knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its

subcontractors or employees, shall at times be considered independent contractors and not agents of City.

SPECIAL PROVISIONS FOR SERVICES-continued

INSURANCE REQUIREMENTS. Within ten (10) consecutive calendar *days* of award of contract, Successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the attachment labeled City of San Leandro Insurance Requirements and naming the City of San Leandro, its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed will result in forfeiture of Bidder's Bid Security.

LAWS - ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS. The contractor shall adhere to all applicable health and safety laws and regulations including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, and County Environmental Health Department.

LIQUIDATED DAMAGES. Time is of the essence of this contract. Failure to start and complete all work specified within the time allowed shall constitute material breach of contract. The "time allowed" will be calculated *from the* date of the Notice to Proceed through the "Maximum Completion/Delivery Time" indicated by the Successful Bidder/Contractor on their Bid Form for the completion work or delivery of the goods specified. Failure of successful Bidder to complete the work or deliver the goods within the time allowed will result in damages, and for each consecutive day in excess, the contractor shall pay to the City the sum of \$100.00 per calendar day. Such amount shall not be construed as a penalty but as a minimum value of liquidated damages that may be deducted from payment due to the contractor if such delay occurs.

MEASUREMENTS. It is the responsibility of the Bidder to make all measurements to determine their bid price. The City will not be responsible for determining the quantities of materials necessary to complete the work specified.

PERMITS. Unless otherwise specified herein, Contractor shall at their expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the City from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

PROTECTION OF PUBLIC. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

REJECTION OF WORK. Contractor agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.

UNKNOWN OBSTRUCTIONS. Should any unknown obstruction be encountered during the course of this contract the Contractor immediately bring it to the attention of the City. The

SPECIAL PROVISIONS FOR SERVICES-continued

contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.

BID PROTEST. The option of protesting the award of a Purchasing Bid is given to any bidder who can document and prove that the City's process—solicitation, pre-bid, bid opening, award of bid, and general dissemination of information pertaining to a particular bid—was non-competitive or otherwise unfair in nature. These procedures are in place as a deterrent against frivolous protests. Protests must be based on process and policy only, not on personal feelings between vendors and the City of San Leandro.

The bidder who wishes to protest a bid process of the City of San Leandro must abide by the following procedures:

- ❑ Written notice must be filed with Finance Director, Assistant Finance Director, Project Manager, and Purchasing Supervisor within three (5) calendar days of Notice of Award by U.S. Postal Service Certified Mail. The written notice **must be notarized** and the notarized original sent to the Finance Director.
- ❑ Written notice to Finance Director must contain a Bid Protest Bond equal to no less than 25% of bidder's bid price (regardless of bid amount of bidder to whom the contract was awarded). Bond must be in the form of cash, cashier's check, money order, or certified check payable to the City of San Leandro.
- ❑ Written notice must contain a detailed description of grounds for protest, citing specific terms, conditions, provisions, etc. that were improperly or otherwise unfairly executed and the dates on which these instances occurred.

In the event that a bidder withdraws the filed notice of protest prior to final determination by the City, the Bid Protest Bond shall be forfeited to the City of San Leandro, and the bid awarded as originally designated.

- ❑ Should a bid protest be determined to be valid, the City of San Leandro reserves the right to award the bid to the next lowest-responsible responsive bidder, or to reject all bids and re-bid the project. The Bid Protest Bond will be returned to the protesting bidder in either case.

Pre-bid conference is not mandatory. Contractors are responsible for viewing all areas included in the bid documents and making any and all necessary measurements to submit a responsive bid.

BID FORM
Citywide turf mowing
01-02.002

To: City of San Leandro
835 E. 14th Street
San Leandro, California, 94577

From: _____
Name of Bidder

Address: _____
City, Zip _____
Phone: _____
Fax: _____

The undersigned Bidder agrees they will contract with the City of San Leandro to provide all necessary labor, supervision, machinery, tools, apparatus, and other means of construction to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that they will take in full payment the amount set forth hereon.

Bid No. **01-02.002** to **Citywide Turf Mowing**, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this contract:

- a. Notice of Invitation For Bids
- b. Acknowledgement of addenda
- c. Detailed Specifications or Scope of Work
- d. Instructions To Bidder
- e. Terms and Conditions
- f. Special Provisions For Services
- g. Subcontractor Information
- h. Non-Collusion Affidavit
- i. Bidder's Guaranty
- j. Bidder's Statement Regarding Insurance Coverage
- k. Worker's Compensation Insurance Certificate
- l. Experience Statement
- m. Subcontractors List
- n. Turf Location Schedule
- o. Contractor's License Provision

BID FORM - Continued

Bidder acknowledges receipt of Addenda Number(s) __, __, __, and __.

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. The City of San Leandro reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

See Attached Bid forms for location schedule

Award of bid will be made to the lowest responsible and responsive bidder of the Total Amount of Bid.

Please check your calculations before submitting your bid; the City will not be responsible for Bidder miscalculations.

BID FORM - Continued

Subcontractor Information. Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

Company Name of Bidder

Mailing Address (PO Box or street)

City, State, and Zip Code

Name of Authorized Representative

Signature

Title

Type of Business (Corp, Partnership, Sole Proprietorship)

Telephone Number

Facsimile Number

**Non-Collusion Affidavit
To Be Completed and Submitted With Bid**

State of California)
County of Alameda ss.
)

(Bidder's Name), being first duly sworn, deposes and says that they are Owner of (Contractor Name) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not , directly or indirectly, submitted their or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

(Date)

(Signed at (Place))

Bidder Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

**BIDDER'S GUARANTY
To Be Submitted With Bid**

The successful bidder shall execute this guaranty upon execution of the contract. If they so choose, Bidders may execute this guaranty at the time of submitting their bid.

To the City of San Leandro

Project: 01-02.002, Citywide turf mowing

The undersigned guarantees the production, construction, and installation of the following work included in this project in accordance with:

**Bid No. 01-02.002
Citywide Turf Mowing**

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the contract documents, due to any of the above causes, all within **twelve (12) months after date on which this contract is accepted** by the City of San Leandro, hereinafter called City, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project.

Said reimbursement shall include the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or upon demand by the City, to replace any such materials and to repair said work completely without cost to the City so that said work will function successfully as originally contemplated. The City shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the City elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned shall fail or refuse to comply with their obligations under this guaranty, the City shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred due to the said failure or refusal.

Name of Bidder/Contractor (Person, Firm, or Corporation)

Signature of Bidder/Contractor's Authorized Representative

Name & Title of Authorized Representative

Date of Signing: _____

**BIDDER'S STATEMENT
REGARDING INSURANCE COVERAGE
To Be Submitted With Bid**

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Invitation For Bids No. 01-02.002, Citywide turf mowing. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the City of San Leandro as Additional Insured for the work specified.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

By _____ **ATTEST:**
Signature

Title

**EXPERIENCE STATEMENT
To Be Submitted With Bid**

List at least three references for work of a similar nature performed within the last three years.

I hereby certify that I have performed the work listed below.

Signature of Bidder

Description	Yr.	Amt.	Customer & Telephone
_____	___	\$ _____	_____ (____)_____
_____	___	\$ _____	_____ (____)_____
_____	___	\$ _____	_____ (____)_____
_____	___	\$ _____	_____ (____)_____
_____	___	\$ _____	_____ (____)_____
_____	___	\$ _____	_____ (____)_____

SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the Bidder is awarded the contract, and no subcontractor not listed below will be used without the written approval of the City of San Leandro. Additional numbered pages outlining this portion of the bid may be attached to this page. **NOTE: Subcontractors' address, telephone number, license numbers, class and expiration date information may be omitted from this form but must then be submitted within two (2) working days following the opening of bids. Subcontractor name, location, and item of work must be stated at the time of the bid.**

Bidder Name:

SUBCONTRACTORS LIST, Page 1		
<i>All Subcontractors in excess of ½ of 1% of total bid must be listed.</i>		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ()
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ()

CONTRACTOR'S LICENSE STATEMENT

CONTRACTOR'S LICENSE: A class C-27 California contractor's license is required for this work. No bid shall be accepted from a contractor who has not been licensed in accordance with Chapter 9, Division 3 of the Business and Professional Code.

CA Contractor's License # _____

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - A. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001.)
 - B. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
 - C. Worker' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

2. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - B. Automobile liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - C. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability Limits of \$1,000,000 per accident.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insure shall reduce or eliminated such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages.

- i. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officers, officials, employees or volunteers.
- ii. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. any insurance or self -insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- iv. The Contractor's insurance shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer's liability.

B. Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

C. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, returned receipt request, has been given to the City.

5. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
6. Verification of Coverage. Contractor shall furnish City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
7. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

City of San Leandro
Bid Form Mow Areas
01-02.002 Citywide Turf Mowing

Page 1 of 2

Weekly Price	Annual Total	Area	Description of Areas – Street Location (All turf to be maintained unless otherwise noted)	Special Instructions
The following areas are to be mown once a week for 42 weeks of the year				
		Benedict	NW corner Benedict Drive/Grand Avenue	
		Bonaire Park	Juniper Street	
		Chabot Park	End of Estudillo Avenue/Ballfield Turf	
		Cherry Grove Park	Leonard Drive, Leonard Drive to Tennis Courts Backs of houses to soccer field	
		Cleveland Park	End of O'Donnell	
		Halcyon Park	147 th Avenue	
		Marina Park	Neptune Drive - All turf south of Fairway Drive	
		McCartney Park	Breed Avenue	
		Memorial Park	Callan/Bancroft	
		Merced/Wicks	Inside and outside of the wall	Edge
		Pacific Sports Complex	Teagarden Street, NOT football field	Grass clippings to be picked up from the Ball Fields
		San Leandro Ball Park	Teagarden Street	Grass clippings to be picked up from the Ball Fields
		Siempre Verde Park	San Leandro Boulevard/Park Street	
		Stenzel Park	Wicks Boulevard	Grass clippings to be picked up from the Ball Fields
		Thrasher Park	Davis Street/Orchard Avenue	Grass clippings to be picked up from the Ball Fields
		Toyon Park	Bancroft Avenue	
		Washington Manor Pk	Zelma Street	
		John Muir Soccer Field	Leonard Drive – inside and outside fenced area	Grass clippings to be picked up from the Ball Fields
		Williams Street Island	Williams at Leonard Drive	

**City of San Leandro
Bid Form Mow Areas**

01-02.002 Citywide Turf Mowing

Weekly Price	Annual Total	Area	Description of Areas – Street Location (All turf to be maintained unless otherwise noted)	Special Instructions
The following areas are to be mown once a week for 52 weeks of the year				
		Casa Peralta	Estudillo/Clarke	Edge and Grass clippings & Debris to be picked up
		East 14 th Street/Arch	East 14 th at Broadmoor	Edge and Grass clippings & Debris to be picked up
		Fairway	Aurora Drive to Neptune	Edge and Grass clippings & Debris to be picked up
		Halcyon Drive	North Side of Halcyon Drive	Edge and Grass clippings & Debris to be picked up
		Heron Bay Entrance	Median and NW Corner of Lewelling/Wicks	Edge and Grass clippings & Debris to be picked up
		K-Mart Island	Floresta Boulevard median in front	Edge and Grass clippings & Debris to be picked up
		Main Library	Estudillo Avenue	Edge and Grass clippings & Debris to be picked up
		Marina Community Center	Wicks Boulevard	Edge and Grass clippings & Debris to be picked up
		Neptune Drive	Medians on Neptune south of Fairway Drive	Edge and Grass clippings & Debris to be picked up
		Polvorosa/Maltester Overcrossing	Davis Street	Edge and Grass clippings & Debris to be picked up
		Springlake Drive	Median from Washington Avenue to Hesperian Drive	Edge and Grass clippings & Debris to be picked up
		Victoria Circle	Victoria Circle at Bancroft Avenue	Edge and Grass clippings & Debris to be picked up
		Warden Park	Warden Avenue	Edge and Grass clippings & Debris to be picked up
		Washington/Halcyon North/East	NE corner	Edge and Grass clippings & Debris to be picked up
\$	\$	TOTALS		