

**CITY OF SAN LEANDRO**

<b>SUBMIT BID TO:</b> City of San Leandro Purchasing Department 835 East 14th Street San Leandro, CA 94577	<b>FOR FURTHER INFORMATION CALL:</b> Darryl Sweet, C.P.M. Purchasing Supervisor (510) 577-3377 fax (510) 577-3312 dsweet@ci.san-leandro.ca.us
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<b>BID NO:</b> 05-06.026	<b>DATE MAILED:</b> December 14, 2005	<b>THIS QUOTATION MUST BE DELIVERED TO THE CITY BEFORE:</b> 3:00 P.M. , Friday, January 13, 2006
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QTY.	DESCRIPTION	UNIT PRICE	EXTENSION
	<p><b>LANDSCAPE MAINTENANCE</b></p> <p><b>SHORELINE AREA</b></p> <p><b>Notice to Bidders</b></p> <p>Provide labor and materials to perform Landscape Maintenance at the Shoreline areas in accordance with the attached specifications.</p> <p>Work to be done consists of, but is not limited to, turf mowing and edging, removal of all clippings, shrubs and rose trimmings, litter and debris removal, irrigation system monitor and minor repair, etc. The specifications detail the required tasks to perform this contract work.</p> <p>Any deviations from specifications must be clearly indicated in writing at the time the proposal is submitted. The City reserves the right to waive minor variations or other irregularities in specifications bid.</p> <p>A pre-bid conference will be held at the Marina Office, 40 Mulford Point Drive, on Thursday, January 5<sup>th</sup> at 10:00 AM.</p> <p>Sealed bids shall be received at the Purchasing Office, City Hall, 835 E. 14<sup>th</sup> Street, San Leandro, CA up to 3:00 p.m., on Friday, January 13, 2006 at which time they will be publicly opened and read.</p> <p>A 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.</p> <p>CONTRACTOR LICENSE NO.: _____</p> <p>The City Council has ascertained the general prevailing rate of wages applicable to the work to be done. A tabulation of the various classifications of work persons to be employed and the prevailing rate of wages applicable thereto is on file in the City Clerk's Office.</p>		<p>Please complete bid forms</p>

Any bid may be withdrawn at any time prior to the time fixed for the opening of bids only by written request for the withdrawal of the bid filed with the City. The request shall be executed by the bidder or bidder's duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after that time nor may any bid be withdrawn after the time fixed in the public notice for opening of bids.

As stated in Public Contract Code Section 5100 to 5108, inclusive (State Contract Act) concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in their bid, the bidder shall give the City written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice, in detail how the mistake occurred.

All bidders shall verify if any addendum for this project has been issued by the City. It is the bidder's responsibility to ensure that all requirements of contract addendum are included in the bidder's submittal.

The successful bidder shall submit a certificate of insurance showing compliance with the enclosed insurance requirements. This insurance shall be maintained at all times during the course of any resulting agreement. In addition, the successful bidder shall have the proper City of San Leandro business license and all other applicable licenses and permits.

The award will be made to the lowest responsible bidder whose bid complies with the specifications in a manner satisfactory to the City's best interests as determined by the City. The right is reserved, as the interest of the City may require, to reject any or all bids, or to waive any informality or minor irregularity in the bids.

Payment shall be as indicated in the specifications.

To bid, complete and return a copy of the Request and the other required forms, sealed in an envelope. The envelope shall be marked with the project name and bid number. The bid must be received by the date and time shown in order to be considered. Please note that there is a one-day delay in mail delivery to City Hall by the U.S. Postal Service.

**Jobsite is the Marina Shoreline Area as defined in the aerial photo, and as described in the specifications.**

Firm \_\_\_\_\_

Date: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

By (Signature) \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



\_\_\_\_\_  
Darryl Sweet, C.P.M.  
Purchasing Supervisor

**Bid Form**

**LANDSCAPE MAINTENANCE**  
ANNUAL CONTRACT

<b>LOCATION</b>	<b>MONTHLY PRICE</b>	<b>ANNUAL PRICE (MONTHLY X 12)</b>
SHORELINE LANDSCAPE MAINTENANCE	\$	\$
TRASH/DEBRIS PICK UP: Includes debris pick up from the ground in all areas within the yellow boundary in aerial photo (street, parking lots, sidewalk, landscape, and rip rap). Empty single trash receptacles into 5 yd containers. Daily	\$	\$
<b>TOTAL BID</b>	\$ monthly	\$ Annually

This page to be completed and submitted in sealed envelope.

Award to be based on total annual bid amount.

City of San Leandro will correct mathematical errors.

Company: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**BID SPECIFICATIONS 05-06.026**  
**SHORELINE AREA LANDSCAPE MAINTENANCE**

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Each of the following two items are to be bid separately: 1) Shoreline Maintenance, 2) Trash pick up.

Shoreline Area

Shoreline landscape services, as indicated on the attached map, shall be performed in accordance with the attached document entitled "Shoreline Area Landscape Maintenance Specifications". It includes all labor, plants, tools, equipment transportation, implements, insecticides, fungicides, fertilizers, disposal fees and other necessary items to perform work.

A service agreement shall commence as soon as possible in February 2006 and end June 30, 2006. This contract may be renewed automatically for up to two (2) one-year periods if mutually agreed upon in writing by both parties. The City of San Leandro is not obligated to renew this contract and may bid it for the next fiscal year. The amount paid by the City may be increased each July 1, by an amount not to exceed the percentage change in the Consumer Price Index, San Francisco-Oakland Standard Metropolitan Statistical Area for the 12-month period ending March of the same year (March to March CPI, SF-Bay Area.)

To insure that prospective bidders are thoroughly familiar with the general conditions, locations, areas of work and all other requirements, a **bidders conference is scheduled for Thursday, January 5, 2006, at 10:00 a.m.** at the City of San Leandro Marina Office, 40 Mulford Point Drive, San Leandro.

The successful bidder must submit a certificate of insurance showing compliance with the attached insurance requirements. This insurance shall be maintained at all times during the course of this agreement. In addition, the successful bidder shall have the proper City of San Leandro business license and all other applicable licenses and permits. In addition, the successful bidder shall be required to sign a Hold Harmless Agreement.

Failure to perform work as described in the bid specifications, as determined by the City, may be cause for immediate termination of the contract by the City. Alternatively, after giving the Contractor 48 hours written notice of a condition, not in compliance with these specifications, the City may have such work completed as necessary to bring the condition into compliance performed and deduct this expense from any amount due the Contractor. Payments shall be made on a monthly basis, upon receipt of an invoice and a checklist of work completed.

The award will be made to the lowest responsible bidder, in the best interests of the City, as determined by the Purchasing Department. Acceptance of completed work shall be determined by the Public Works Department. The City reserves the right to accept or reject any or all bids or any part thereof

List any and all annual landscape maintenance contracts exceeding \$15,000 performed by your firm beginning in 2000 (use separate sheet if necessary):

<u>Company/ Govt. Agency</u>	<u>Work Location</u>	<u>Contract Period</u>	<u>Annual Amount</u>	<u>Contact Name Telephone</u>
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- 1.
- 2.
- 3.

General Instructions

1. Work Schedule - Contractor is to provide City with a weekly work schedule describing the work to be performed in the Shoreline Area.
2. Clippings, cuttings, trash and debris shall be removed each time work is performed. "Green Waste"- grass clippings, shrub and bush trimmings, etc.- shall be recycled as such. Bottles and cans (plastic and glass) shall also be recycled. Soiled paper debris may be thrown away as trash.
3. The City of San Leandro, through a designated representative, shall make periodic inspections to insure that complete and continuous maintenance is fulfilled. In addition, the City may obtain the services of an approved horticultural specialist to inspect plantings and make recommendations for improvements in the maintenance program.
4. The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications. The work crew shall include at least one individual who speaks the English language proficiently. All contract employees are to adhere to basic public works standards for working attire including; uniform shirts with Contractor's name or logo clearly visible at all times when working at all locations, proper shoes and other equipment required by State Safety Regulations. Shirts are to be maintained in a neat and presentable condition.
5. All Contractor vehicles are to have a readable sign with Contractor's name or logo and telephone number. Trucks are to be kept in a clean and presentable condition.
6. New and unforeseen work will be classed as extra work when determined by the City that such work is not covered by these specifications. Upon notification that extra work will be required, the Contractor shall submit an itemized, written cost proposal for such work to the City. The City shall retain the right to reject such cost proposal and perform the extra work with City forces or other contractors. Should the proposal be acceptable to the City, the Contractor shall be advised in writing, and upon receipt of such written notification, shall begin the work within five (5) working days or as agreed to between the Contractor and the City.

The Contractor shall do such extra work in accordance with the agreement for extra work and with the provisions of these specifications and shall furnish all labor, materials and equipment. Payment

for extra work performed shall be as agreed to by the Contractor and the City and as bid. Compensation for material will not exceed Contractor cost plus 10%. Contractor must provide invoice copies to be compensated for material.

7. Plants, irrigation systems, etc., damaged by traffic accidents or vandalism, shall be reported immediately to the City.
8. Compliance with Law - All services rendered shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City, and any Federal, State, or local governmental agency having jurisdiction in effect at the time service is provided.
9. Familiarity with work - Contractor is responsible for (a) having thoroughly investigated and considered the scope of services to be performed, (b) carefully considering how the services should be performed, and (c) fully understanding the facilities, difficulties, and restrictions attending to the performance of the services required. Contractor is responsible to investigate the area and be fully acquainted with the conditions. Should the Contractor discover any latent or unforeseeable conditions, which will materially affect the performance of services, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City.
10. Payment - Contractor shall submit invoices for services rendered on a monthly basis. Invoices are paid at the end of the month for the previous month's work.
11. Retention of funds - The City may deduct from any amount payable to Contractor (a) any amounts of which may be in dispute, (b) any amounts necessary to compensate the City for any losses, costs, liabilities, or damages suffered by the City, and (c) all amounts for which the City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligations as part of the contract. Any failure of the City to withhold payments due for such cause, shall not affect the obligations of the Contractor.
12. Payment deductions for Contractor Non-Compliance (a) If in the judgment of the City, Contractor has failed to perform any of its duties or obligations of these specifications, the City, at its option, in addition to or in lieu of any other remedies set forth in these specifications, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed after providing Contractor with written notice identifying the duty(ies) or obligation(s) not performed and the time period Contractor may have to cure the duty(ies) or obligation(s).  
  
(b) If the deficiency(ies) identified by the City are of a type that is susceptible to being corrected by Contractor, the City shall provide the Contractor with forty-eight (48) hours to cure the deficiency(ies), unless in the sole opinion of the City, the deficiency(ies) causes an immediate danger to the health, safety, or general welfare of the City, in which case the City may at its option use whatever means the City deems reasonable to correct the deficiency(ies). If the Contractor corrects the problem within the cure period specified, then the City shall pay Contractor the amount retained with the next payment due Contractor, otherwise, the City shall retain the amount withheld.

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**SHORELINE AREA LANDSCAPE MAINTENANCE**

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- (c) The amount to be retained by the City shall be determined at the sole discretion of the City. Notwithstanding the foregoing, to the extent possible, the City will use the unit prices set forth in the Contractor's bid in determining the amount to be retained.
- (d) The right to withhold payment shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover City costs due to the failure of the Contractor to complete or comply with the provisions of these specifications. The City has the right, but not the obligation, to use the funds retained to correct Contractor's deficiencies. The right of the City to withhold payment shall be in addition to any other remedies herein provided or available under applicable law, including the right to terminate the contract.
13. If in the opinion of the City there are repeated and/or frequent Contractor deficiencies, the contract may be terminated.
  14. Contractor shall respond to all emergencies within two (2) hours of notification.
  15. Contractor shall designate one person as the representative of the Contractor who is authorized to act on its behalf with respect to this specified work.
  16. The Contractor shall submit a written report each month stating all Contract work completed. The report shall show the work completed during each week contract work was accomplished, and shall be submitted with and cover the same work as the Contractor's billing statement for the previous month's work. The report shall include documentation of irrigation checks and chemical applications.
  17. The Contractor shall conduct all operations during the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday, unless otherwise approved by the City. Contractor may not work on any Federal, State, or local holidays.
  18. Specification Interpretation - Should any misunderstanding arise, the City will interpret the specifications.

Within the line on the aerial photo are lawn/turf areas, parking areas, medians, tree pits, rip rap, etc. The only areas not applicable to this contract are: curb and landscape attached to the El Torito's building and Horatios Restaurant building, and none of the landscape around the Marina Inn including the parking lot and curb area.

Turf Maintenance

Turf shall be maintained in a healthy, superior condition with a crisp, clean appearance. It shall be mowed a minimum of once per each week during the growing season (March through November). More frequent mowing shall be required if general turf growth exceeds one half again the specified mowing height between cuts. During the winter season (December through February) turf shall be mowed a minimum of once every two weeks providing that the turf and underlying soil are not so wet that excessive compaction and/or destruction of turf from mowers will occur. At no time shall more than 1/3 of the height be removed at any mowing.

Bruising or rough cutting of grass shall not be permitted. Mower blades shall be sharp and properly adjusted so that turf is cut to a uniform height. Scalping will not be permitted. Grass cuttings shall be removed immediately.

All turf areas shall be cleanly edged to the inside (turf side) edge of the concrete median curbs. All turf growing along public sidewalks and walkways shall be edged to maintain a crisp, clean edge along all such structures. Grass shall also be kept from overgrowing sprinkler heads. Edging shall also include trimming grass around trees, poles, utilities, and any other concrete pads within or immediately adjacent to the turf areas. Edging shall be done at the time of each mowing. Soil sterilants or other herbicides shall not be used for edging.

Care shall be taken to avoid damage by mowers to tree trunks, irrigation heads and any other utilities, facilities or structures within or adjacent to turf areas. Any damage caused by the Contractor's negligence shall be repaired by the Contractor at his expense. Prior to mowing, the Contractor shall insure that the mower is clean so that no roots, seeds or crowns of foreign grasses are introduced.

Weed control shall be practiced in all turf areas. A minimum program would include the following applications. In January an approved pre-emergent herbicide for control of crabgrass, annual blue grass, and other spring germinating weeds shall be applied. If the first application of pre-emergent herbicide is ineffective a second application shall be made in accordance with herbicide manufacturer's specifications. In July, a selective broadleaf herbicide shall be applied for broadleaf weed control.

Level of weed control shall be at least adequate to eliminate all visible broadleaf weeds. Those weeds which are still visible after the late winter and early summer herbicide applications shall be eliminated by further approved herbicide applications or by hand-weeding at the expense of the Contractor. Any weeds which are removed by hand shall be removed in a manner which leaves the ground surface level and saves the existing turf in place. Such weeds shall be disposed of properly.

All litter and debris in turf areas shall be picked up and recycled or disposed of properly. Litter and debris shall not be allowed to accumulate but shall be picked up and removed a minimum of once per week. The Contractor shall accomplish such litter and debris pickup prior to mowing to avoid shredding and dispersal of these materials.

All turf areas shall be fertilized a minimum of three times per year, or as necessary to keep turf in a healthy, green condition and showing no lack of resiliency. Fertilize turf in the fall and spring with a

complete fertilizer and in summer with a slow release, high nitrogen fertilizer. Chemical composition shall be approved by the City prior to application.

Prior to lawn fertilization with granular-type fertilizers, the Contractor shall ensure that the root zone of the turf grass is damp and that the grass itself is free of surface moisture. Lawns shall be watered immediately after fertilization to prevent burning of the grass. Insects, pests and diseases shall be controlled as necessary by approved chemical pesticides or approved alternate methods.

All turf areas shall be irrigated as necessary to maintain turf in a green, healthy, uniform growth pattern. Irrigation sprinkler heads shall be kept in adjustment for uniform irrigation. At no time shall "doughnut" patterning of dry spots become evident. The irrigation controller shall be set so that with each water application, an adequate amount of water is supplied to the root zone of the grass to ensure that soil moisture does not go down to the wilting point of the turf grass.

### Shrubs

Shrubs shall be pruned as necessary to encourage healthy, natural growth patterns for each specific variety. Pruning shall include thinning, shaping, and removing dead or diseased branches.

All shrubs shall be pruned back to clear all roadways, curbs, gutters and sidewalks. Shrubs shall not block signs, utilities, utility meters or any other facilities located within the work areas. Shrubs shall not block access to controllers or electric valves and shall be pruned so as to minimize blockage of irrigation head spray patterns.

Shrubs shall be fertilized a minimum of twice per year, once in April and once in October, with a complete fertilizer. Shrub fertilizer shall be of a formulation to keep shrubs in a vigorous and healthy condition.

### Trees

Trees which are staked shall have supports kept in good repair. Any broken or damaged supports or ties shall be replaced as soon as possible. Staking shall remain in place until trees are fully capable of self-support. Trees which have low hanging, diseased, dead or broken branches shall be trimmed by the Contractor. Only those tree branches which can be pruned from the ground level using hand or pole-pruning equipment may be trimmed by the Contractor. Branches overhanging traffic lanes shall be kept side trimmed to face of curb line and to a height of 12 feet. Branches overhanging pedestrian routes shall be kept trimmed to a height of eight (8) feet above walkway level.

All trees shall be pruned by qualified personnel using horticulturally sound methods and approved techniques. Trees shall be pruned to develop a structurally sound shape and a healthy, natural appearance. No excessive pruning or stubbing back will be allowed. Sucker growth originating at the crown or below shall be removed.

Trees shall be fertilized a minimum of twice per year, once in April and once in October, with a complete fertilizer formulated for use on trees. The fertilizer shall be injected into the soil or spread in the watering basin.

Trees knocked down by vehicular accidents or trees and large limbs blown down and blocking traffic lanes shall be immediately reported to the City, which shall have responsibility for cleanup of such trees and large limbs. Any time personal property of a motorist or pedestrian is damaged due to falling trees or limbs, the Contractor shall notify the City Police Dept. immediately. Any small branches which fall or are blown from median plantings, causing no damage, shall be removed and disposed of by the Contractor.

#### Groundcovers

Groundcovers such as ivy, ice plant, etc., shall be kept trimmed behind top of curb lines at all times, kept off of pedestrian walkways and out of drainage ditches, kept out of inter-planted shrubs and trees, trimmed to keep all signs, poles, guardrails, and utility meters clear.

Agapanthus (Lily-of-the-Nile), where planted en masse, shall be treated as a groundcover. Maintenance shall include removing all spent flowers immediately following the flowering season.

#### Annuals

Annuals are placed at various locations (approximately six) in the shoreline area. These annuals are to be changed out four times per year. This includes about two dozen large round planters near the Harbor Office. The City reserves the right to determine the type of annual or request a specific plant as part of this bid.

#### Watering

Water is available from the City's automatic and manual irrigation systems at the sites. Where no irrigation system exists, irrigation shall not be considered part of this contract. The City shall pay for all water and electricity except for water usage in excess of that needed to maintain the landscape as specified herein. Contractor shall pay for all excessive water charges due to Contractor's failure to monitor irrigation system malfunctions or unwarranted increases in the frequency of irrigation.

Automatic controllers shall be programmed for watering prior to 7:00 a.m. or after 10:00 p.m. Automatic controllers' programs shall be adjusted to compensate for changes in the weather and site conditions. Excessive run-off of water shall be avoided. Water shall not be allowed to pond or create a waterlogged soil condition. Wasting of water or use of City furnished water for means other than those directly related to maintenance of this project shall be prohibited.

Precautions shall be taken to prevent water from wetting pedestrians, vehicles and pavement. Any soil washed onto pavement shall be cleaned up and any eroded areas shall be filled in by the Contractor at Contractor's expense.

Irrigation System Maintenance

The Contractor shall be responsible for general maintenance of the irrigation system including piping, wiring, spray heads, electric valves, and automatic controllers. The irrigation system shall be inspected by the Contractor on a weekly basis during the irrigation period. It is the Contractor's responsibility to insure that the system is operating correctly and that there is adequate coverage. All spray heads shall be kept cleaned and adjusted to maximize coverage and minimize overspray onto the roadway. Adjustments shall include raising or lowering spray heads to avoid obstructions to the flow of water, and shall be done at the Contractor's expense.

All electric valves shall be kept flushed clean of sediment and debris and shall be maintained in proper working order. Valves shall be kept well adjusted to insure efficient operation of the irrigation system. The Contractor shall also keep the controllers clean and free of insects and dust, and shall make any necessary repairs or replacements.

No modifications may be made to the existing automatic irrigation system without express approval of the City. Any changes so approved shall be noted by the Contractor on a copy of the Irrigation Plan and submitted to the City within five working days of the completion of the work. In the event of a drought condition, the City shall have the authority to modify the watering requirements described in these specifications.

Weed-Control

All areas within the work sites are to be kept free of weeds and volunteer tree growth. This includes but is not limited to all bare dirt areas and any weed growth within ground cover and shrub plantings. Pedestrian walkways, medians and other paved areas are to be kept weed-free at all times; this includes the area that extends two feet from face of curb into the street area, and rip rap from roadway to tide line. Volunteer tree growth shall be removed by the Contractor as part of this contract.

The Contractor shall comply with all rules, regulations, and license requirements of the California Department of Pesticide Regulation, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of work on the Contract.

All chemical applications are to be made with Contractor furnished Written Recommendations. Contractor is to supply City with copy of Recommendations. All pesticide materials shall be of the highest quality and brought to the work site in the original manufacturer's containers, clearly labeled with the guaranteed analysis. Spray containers and equipment shall not be emptied or cleaned out at the site. Spray materials shall be non-staining.

Weed spraying of docks at least once, possibly twice, in the spring using a pre-approved marine grade pre-emergent to control weed growth.

Disease/Insect Control

All landscaped areas shall be maintained free of disease and harmful insects without compensation beyond the base bid.

Litter and Leaves

Litter, trash, leaves, and other debris shall be removed from the work sites on a continuous basis in order to maintain a neat and clean appearance throughout the contracted area.

Disposal/Recycling Fees

Disposal and/or recycling fees are responsibility of the Contractor. The City of San Leandro will not reimburse the Contractor for any fees incurred.

Traffic Control

Traffic control, including the use of cones, barricades, advance warning signs, flagmen, etc., shall comply with the standards of the State of California Department of Transportation if used. Construction signs, lights, barricades, etc. shall conform to the latest version of the Manual of Warning Signs, Lights and Devices For Use In Performance of Work Upon Highways, by the California Department of Transportation.

Traffic lanes shall be kept open at all times except when maintenance work may require temporary closing of the lane immediately adjacent to the work area. At no time shall there be less than one traffic lane open in each direction. The Contractor shall minimize closing of traffic lanes by parking maintenance vehicles for loading and unloading of materials and landscape maintenance equipment in parking lots. Appropriate safety devices such as traffic cones, warning signs, early warning safety directional boards and/or barricades shall still be used as required. The Contractor shall conduct maintenance operations so as to offer the least possible obstruction to the public and to abutting property owners.

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor, at the Contractor's own expense and without cost to the City, shall furnish, erect and maintain such barricades, lights, signs, and other devices and take such other precautions as are necessary to prevent damage or accidents or injury to the public and Contractor's employees. The Contractor shall also furnish such flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to the public. All flagging costs shall be born solely by the Contractor.

If a hazardous condition is observed and the City notifies the Contractor either directly or by telephone, the Contractor shall correct the condition immediately. If the Contractor fails to correct the hazardous condition immediately, the City reserves the right to install or have installed the necessary lights, barricades, etc. The cost involved shall be deducted from any money due or to become due the Contractor.

No material or equipment shall be stored on City property. Any materials or equipment brought to the site for use during any one day shall be placed where it will not interfere with the free and safe passage of traffic and pedestrians. Such materials and equipment shall be removed at the end of each day or when maintenance operations are suspended for any reason.

The Contractor shall adhere to all Cal-OSHA and Department of Transportation standards and requirements and take all necessary safety precautions to insure that maintenance work does not endanger the health and safety of the public or cause hazards to the safety of landscape maintenance employees. Full compliance with this section shall be considered as included in the contract price paid and no separate payment will be made therefore.

#### Public Safety

It is the Contractor's responsibility to provide for the safety of traffic and the public. This includes responsibility to inspect, and identify conditions that render any portions of the jobsite unsafe. The City shall be notified immediately of any unsafe conditions that require major correction. The Contractor shall be responsible for making minor corrections, including, but not limited to: filling holes in turf areas and paving, using barricades or traffic cones to alert the public to the existence of hazards, and replacing valve box covers.

Whenever the Contractor's operations create a condition hazardous to the traffic or to the public, the Contractor shall, at Contractor's expense and without cost to the City, furnish, erect and maintain such fences, temporary railing, barricades, lights, signs and take other protective measures as are necessary to prevent accidents, damage or injury to the public.

Pedestrian travel shall be maintained at all times along both sides of all streets or streets where work as part of this contract is being performed. All temporary pedestrian walkways shall be at least 4 feet wide and fully accessible to handicapped pedestrians. In all cases, pedestrian walkways shall be separated from vehicular traffic by a clear area of at least 6 feet.

#### Material

Fertilizers shall conform to the California Food and Agricultural Code. Commercial fertilizers shall be complete fertilizers furnishing the required percentages of nitrogen, phosphoric acid, potash, and other necessary micronutrients as needed to keep turf, trees, and shrubs in a healthy and vigorous growing condition.

#### Change Orders

1. If the City makes any other substantial change to the landscaping in a contract area, the City and Contractor shall negotiate any necessary adjustments to the monthly maintenance contract. The City reserves the right to remove any area from the maintenance contract if agreement cannot be reached.

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SHORELINE AREA LANDSCAPE MAINTENANCE**

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Extra Work

The City may request extra work from the Contractor as needs arise. Contractor will only be compensated for work which is approved in writing by the City in advance. The City reserves the right to accomplish extra work with City forces or with another maintenance contractor.

Aerial Photo of Shoreline Area.  
Maintenance is for the area located within the yellow line.



## **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.