

City of San Leandro  
**INVITATION FOR BIDS**  
**Bid No. 06-07.005**

**CITYWIDE TURF MOWING AND GRASSCYCLING**

Notice is hereby given that sealed bids will be received at the **Purchasing Office, until 3:00 p.m., Thursday, August 24, 2006** 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. 14<sup>th</sup> Street, San Leandro, California, 94577, and shall be labeled "Citywide Turf Mowing and Grasscycling, Bid No. 06-07.005, 3:00 p.m., Thursday, August 24, 2006." 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.

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.

**Pre-Bid Conference.** A pre-bid conference will be held at **10:00 a.m. on Thursday, August 17th at the Public Works Service Center Conference Room located at 14200 Chapman Rd.**

Bid Packages are available on the Purchasing web site at:

<http://www.ci.san-leandro.ca.us/sl purchasing bids.html>

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



Darryl Sweet, C.P.M.

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Darryl Sweet, C.P.M.  
Purchasing Supervisor

## **SCOPE OF WORK**

The work to be done includes furnishing all labor, material and tools necessary to mow lawns, grasscycling (by leaving the trimmings on the lawn) and trim turf edges.

## **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 Park 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**

### **A. Work schedule**

1. Contractor is to provide City with a weekly work schedule describing the work to be performed in the Project Areas.
2. 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.
3. City reserves the right to change schedules for any reason, such as special events, or conflicts with adjacent property owners/tenants within five (5) working days advance notice.

### **B. Protection of existing property**

1. Contractor must protect all existing plant materials, site improvements, structures, facilities, utilities, and natural areas from damage, both above and below ground. Any damage shall be reported immediately to the City's representative. Any damage caused by Contractor shall be corrected and/or paid for by the Contractor at no cost to the City.

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.

2. Contractor shall protect property from accidental chemical, fuel, oil or other contaminate spills.

3. Contractor shall not wash soil, chemicals, litter, mulch, soil amendments or other materials into storm drains.

**C. Contractor's personnel and supervision**

1. Contractor shall provide a list including all Contractor's and subcontractor's employees assigned to work at the various sites and include work schedule and assignment. Contractor must update list within three business days of any change. All Contractor's employees assigned to this mowing contract must demonstrate they are United States citizens or have a legal right to work in the United States.

2. The Contractor shall assign a qualified trained supervisor to oversee the work and to act as the Contractor's liaison with the City representative. This supervisor shall speak, write, read and understand English and be capable of writing schedules, monthly reports noting any deficiency that needs correction. This supervisor shall have at least three (3) years of landscape maintenance supervision experience.

3. All Contractor's personnel shall 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.

4. 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.

**IRRIGATION SYSTEMS**

A. Contractor shall coordinate with City to ensure that the irrigation systems are properly set to avoid over-watering, especially prior to scheduled mowing.

B. Contractor shall have full responsibility to insure that their maintenance crews do not damage turf sprinkler heads. If damage occurs to any sprinkler head or heads, the damages shall be reported to the Park 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.

## **SUPPLIES AND EQUIPMENT**

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.

### **1. Fuel conservation and low emission equipment.**

The Contractor will implement strategies in work operations to reduce fossil fuel consumption and emissions, such as:

- Use hand-powered equipment when possible.
- Minimize use of gas-powered blowers.
- Select smallest, most fuel efficient equipment to accomplish task.
- Consider vehicles that operate on natural gas or biodiesel.
- Maintain equipment properly and keep it well tuned.
- Emphasize employee carpooling to jobsites.

### **2. Use local products and suppliers.**

The Contractor shall use local products and suppliers to the extent possible to minimize fuel consumption and emissions.

### **3. Equipment refueling and repair.**

The Contractor shall refuel and repair equipment in a safe manner to protect against accidental spills. Limit refueling to specific and limited areas on a site. Measures shall be taken to prevent, control, and clean-up spills. Clean-ups should be immediate, automatic and routine and performed by a trained staff member or a licensed cleaning company. Contact the local emergency response team agencies to report all minor or major spills. Contractor shall be aware of and abide by Spare-the-Air day fueling advisories.

## **TURF CARE STANDARDS**

### **A. Standards for health and appearance**

Turf shall be maintained to sustain an attractive appearance, and good health with deep roots uniform green color, and uniform density with no bare spots.

### **B. Protect environmental resources**

Turf shall be maintained using materials and methods that protect environmental quality and human health, conserve water and energy, minimize waste, and reuse and recycle materials to the extent possible.

### **C. Mowing and edging**

1. Turf shall be mowed and edged at regular intervals to maintain a neat appearance and healthy growth.
2. Grasscycling shall be employed for all turf areas (see A Bay-Friendly Landscaping Guide to Grasscycling, available at [www.BayFriendly.org](http://www.BayFriendly.org)). Grasscycling requires an integrated management system of irrigation, mowing height, and mowing frequency. Key components are:
  - a. *Mow often*; at least once a week during the growing season (Mar-Nov). More frequent mowing shall be required if general turf growth exceeds one half again the specified mowing height between cuts. At no time shall more than  $\frac{1}{3}$  of the height be removed at any mowing.
  - b. *Mow when the turf is dry*; at least on the day following irrigation During the winter season, (Dec-Feb) Turf shall be mowed a minimum of once every two weeks, providing the turf and underlying soil are not so wet that excessive compaction and/or destruction of turf from mowers will occur.
  - c. *Maintain equipment to keep blades sharp and balanced*; usually sharpen once a week. Keep area under the mower deck clean so that no roots, seeds or crowns of foreign grasses are introduced. Mulching mowers are more effective, but not required for grasscycling.
  - d. *Leave clippings on the turf*; a second pass over clumps or windrows may be necessary if clippings are long. Clippings may not be left on turf in clumps or windrows.

e. *Seasonal rains may require temporarily halting of grasscycling because of excessive moisture*; the clippings must be picked up and used as a mulch or transported to a plant debris recycling facility. Do not use grass clippings as a mulch if an herbicide has been applied to the turf.

f. *Clippings may be collected at certain times and locations as indicated by city staff*, such as on sports fields just prior to a game. Notification for collecting clippings on particular sites will occur at least one week in advance.

3. Turf will be mowed at a height appropriate for the species of turf:

Tall fescue	2-3"
Bluegrass, ryegrass, red fescue	1.5-2.5"
Dichondra, Bermuda grass	0.5-1.0"

4. Turf will be cut with appropriately sized equipment which will give a neat appearance without rutting, sliding over or scalping the turf. 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.

5. Mowing patterns will be changed weekly or however necessary to avoid rutting.

6. 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 every other mowing. Soil sterilants or other herbicides shall not be used for edging.

7. A stringtrimmer or shears shall be used to trim around valve boxes, headerboards, etc. in the turf, on a regular basis to maintain a neat appearance.

8. Turf shall be maintained away from the base of features in the turf at the following distances:

Trees	24"
Signs and similar features	4"
Buildings and other structures	4"

9. Clippings will be removed from paved surfaces the day of the mowing and edging.

10. Contractor shall take care to avoid damaging plants, equipment, signs, buildings, vehicles, etc. during turf maintenance operations. Any trees which have more than 50% of the circumference of the trunk tissue removed or damaged by string trimmers or mowers shall be considered destroyed and shall be replaced at the Contractor's expense with like species and size.

**D. Leaf litter**

1. Mulch leaf litter with mowers as needed throughout the fall and winter months. Large concentrations of leaves may require pickup. Rakes are preferred for leaf litter removal over blowers.
2. Leaf litter will not be allowed to accumulate to the point that it will damage or kill turf.
3. Leaf litter that is removed from turf will be either chopped and used on-site, or transported to a plant debris recycling facility.

**E. Trash Pickup/Disposal**

1. If trash pickup is required prior to mowing, Contractor shall separate green waste, recyclable materials (bottles, cans, paper, etc.) and trash. Dispose of all green waste and recyclable materials at an appropriate recycling facility.

## 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 SUBMITTAL DEADLINE. **The Bid Submittal Deadline is 3:00 p.m., Thursday, August 24, 2006.** 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. 14<sup>th</sup> Street, San Leandro, California, 94577, by 3:00 p.m., Thursday, August 24, 2006, 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 to the Purchasing Supervisor prior to 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 (email) to the Purchasing Supervisor at 835 E. 14<sup>th</sup> Street, San Leandro, California, 94577, or by facsimile at 510-577-3312.

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 Purchasing Supervisor.

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.** THE SUCCESSFUL BIDDER and any subcontractors must have current City Business Licenses. Forms for business licenses are available on the City's web site at:

<http://www.ci.san-leandro.ca.us/slbusinesslicense.html>

Licenses must be in place prior to commencement of work.

**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, 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 themselves 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 the bid being rejected as non-responsive.

**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. If contractor fails to provide service, contractor will be charged the City's costs to provide the service with City employees or to contract to another company to get the turf mowed and the contract may be terminated.

**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.

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 and Grasscycling**  
**06-07.005**  
**Submit this page inside sealed bid**

To: City of San Leandro

835 E. 14<sup>th</sup> Street  
San Leandro, California, 94577

From:

\_\_\_\_\_  
Name of Bidder

Address: \_\_\_\_\_

City, Zip \_\_\_\_\_

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

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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. **06-07.005** to **Citywide Turf Mowing and Grasscycling**, 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. Scope of Work
- c. Instructions To Bidder
- d. Terms and Conditions
- e. Special Provisions For Services
- f. Bid Form
- g. Subcontractor Information
- h. Non-Collusion Affidavit
- i. Bidder's Statement Regarding Insurance Coverage
- j. Worker's Compensation Insurance Certificate
- k. Experience Statement
- l. Subcontractors List
- m. Contractor's License Requirement
- n. Insurance Requirements
- o. Turf Location Schedules

## ACKNOWLEDGEMENT OF ADDENDA

**Submit this page inside sealed bid**

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 the turf location schedules.

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.

SUBCONTRACTOR INFORMATION  
**Submit this page inside sealed bid**

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  
Submit this page inside sealed 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 STATEMENT REGARDING INSURANCE COVERAGE

**Submit this page inside sealed bid**

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Invitation For Bids No. **06-07.005, Citywide Turf Mowing and Grasscycling**. 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  
**Submit this page inside sealed bid**

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

**ATTEST:**

By \_\_\_\_\_  
Signature

Title

**EXPERIENCE STATEMENT**  
**Submit this page inside sealed 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

<b>Description</b>	<b>Yr.</b>	<b>Amt.</b>	<b>Customer &amp; Telephone</b>
_____	___	\$ _____	_____ (____)_____
_____	___	\$ _____	_____ (____)_____
_____	___	\$ _____	_____ (____)_____
_____	___	\$ _____	_____ (____)_____
_____	___	\$ _____	_____ (____)_____
_____	___	\$ _____	_____ (____)_____

**SUBCONTRACTORS LIST**  
**Submit this page inside sealed bid**

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:

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

**CONTRACTOR'S LICENSE STATEMENT**  
**Submit this page inside sealed bid**

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:VIII.
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**

06-07.005 Citywide Turf Mowing and Grasscycling - **Submit this page inside sealed bid**

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				
		Bonaire Park	Juniper Street	
		Chabot Park	End of Estudillo Avenue/Ball field 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 <sup>th</sup> Avenue	
		McCartney Park	Breed Avenue	
		Memorial Park	Callan/Bancroft	
		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 Park	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**

06-07.005 Citywide Turf Mowing and Grasscycling - **Submit this page inside sealed bid**

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				
		Benedict	NW corner Benedict Drive/Grand Avenue	Edge and Grass clippings & Debris to be picked up
		Casa Peralta	Estudillo/Clarke	Edge and Grass clippings & Debris to be picked up
		Farrelly Pool	Adjacent to Roosevelt School on Dowling	Edge and Grass clippings & Debris to be picked up
		Root Park	East 14 <sup>th</sup> at Hays	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
		Heron Bay Medians	Medians inside Heron Bay & Kiosk Area	Edge and Grass clippings & Debris to be picked up
		Main Library	Estudillo Avenue	Edge and Grass clippings & Debris to be picked up
		Washington Manor Middle School	Trojan between Beatty and Edgemoor	Edge and Grass clippings & Debris to be picked up
		Warden Park	Warden Avenue	Edge and Grass clippings & Debris to be picked up
\$	\$	TOTALS		