

CITY OF SAN LEANDRO

INVITATION TO BID

SUBMIT BID TO:	FOR FURTHER INFORMATION CALL:
City of San Leandro Purchasing Department 835 East 14th Street San Leandro, CA 94577	Don Brockman Purchasing Agent (510) 577-3376 TEL (510) 577-3312 FAX Email: dbrockman@ci.san-leandro.ca.us

BID NO:	DATE MAILED:	THIS BID MUST BE DELIVERED TO THE CITY BEFORE:
07-08.005	September 25, 2007	3:00pm Thursday, October 25, 2007

QTY	DESCRIPTION	UNIT PRICE	EXTENSION
	<p>CITYWIDE WEED CONTROL Spraying and Mowing</p> <p>Notice to Bidders</p> <p>The Contractor shall perform spraying on City properties to prevent weed growth. Spraying includes 1) use of pre-emergent herbicide, and 2) use of a systematic herbicide. It shall be the Contractor's responsibility to apply herbicides as necessary to keep all properties weed free throughout the year.</p> <p>See the attached specifications for spraying instructions, locations, responsibilities and payment procedures.</p> <p>Mowing shall be as directed by City staff.</p> <p>See the attached specifications for mowing instructions, responsibilities and payment procedures.</p> <p>There shall be a pre-bid conference on Thursday, October 11th, 2007 at 10:00 am, at the Public Works Service Center located at 14200 Chapman Road, San Leandro, CA 94577.</p> <p>The City reserves the right to waive minor variations in specifications bid.</p> <p>Successful bidder must obtain a City of San Leandro business license, supply proof of insurance requirements (City named</p>	<p>SPRAYING</p> <p>\$ _____ per 1000 sq. feet</p> <p>MOWING</p> <p>\$ _____ per _____</p> <p>(state minimum, if any _____)</p>	<p>SPRAYING TOTAL</p> <p>\$ _____ 1,093,360 sq feet</p>

<p>as additional insured, etc.), and show current applicable licenses related to spraying, all prior to commencement of work. Licenses may be submitted with bid, but are not required.</p> <p>All licenses and insurance must be current for duration of the contract.</p> <p>Contractor is responsible for obtaining all applicable permits including, but not limited to, encroachment permits from Cal Trans.</p> <p><u>City of San Leandro Living Wage Rates:</u> This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Bidder's attention is directed to the City's Municipal Code, Title 1, Article 6, Chapter 6. Successful Bidder must submit completed self-certification form and comply with the LWO if covered.</p> <p>Please call Kris Mally, Project Manager, at 510-577-3453 or Don Brockman, Purchasing Agent, at 510-577-3376 with any questions prior to submitting bid.</p> <p>Sealed bids shall be received at the Purchasing Office, City Hall, 835 E. 14th Street, San Leandro, CA up to 3:00 p.m., on Thursday, October 25th, 2007, at which time they will be publicly opened and read.</p> <p>The City of San Leandro may renew this contract for up to two additional one year periods. CPI adj. is April to April.</p>		
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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 his 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 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.

The specifications for this bid, as well as bidder's response, are hereby made available to other agencies that have proper authority to utilize cooperative purchasing agreements in the State of California.

Payment shall be within 30 days following acceptance of bid items.

- Delivery shall be **FOB DESTINATION** (San Leandro Public Works Service Center)

To bid, complete and return a copy of the Request and the other required forms, sealed in the enclosed 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.

Delivery shall be to: N/A
Public Works Service Center
14200 Chapman Road
San Leandro, CA 94577.

Firm _____

Date: _____

Address _____

Phone: _____

FAX: _____

By (Signature): _____



Print Name: _____

Don Brockman

Title: _____

Purchasing Agent

SPECIFICATIONS

WEED CONTROL

SPRAYING

1. The Contractor shall perform spraying on City properties to prevent weed growth. Spraying shall consist of (1) use of a pre-emergent herbicide to prevent weed growth during the growing season following application, and (2) use of a systematic herbicide to kill regrowth and/or summer weeds. Soil sterilants may not be used unless directed by the City.
2. It shall be the Contractor's responsibility to apply herbicides as necessary to keep all properties **weed free** throughout the year. It is the Contractor's responsibility to control summer weeds such as but not limited to: Russian thistle, puncture vine, morning glory, anise, kikuyu grass, and bermuda grass. It is also the Contractor's responsibility to control perennial and/or woody plants such as but not limited to: blackberry and coyote brush.
3. It shall be the Contractor's responsibility to determine the most appropriate times of year to apply herbicides.
4. It shall be the Contractor's responsibility to **independently monitor** all contract areas and perform touch-up spraying. Monitoring shall as a minimum include a monthly physical inspection of all spray areas. Each month, Contractor shall submit a written report detailing the condition of each area. Failure to submit reports by the tenth of each month shall result in the Contractor forfeiting \$500 from any amounts owed by the City. Touch-up spraying shall be required at any time that weed growth occurs. If weed growth on sprayed lots exceeds 4" in height, Contractor shall mow at his expense.
5. The Contractor shall use the necessary equipment in order to accomplish the work in a satisfactory manner. The Contractor shall arrange his operations so that the herbicides will not be distributed beyond the limit of property sprayed. The Contractor shall apply the herbicides using nozzles and pressure necessary for a proper application.
6. The Contractor shall supply his own water for the chemical mix.
7. **Materials** – The materials used by the Contractor must be of such composition and of sufficient strength to kill weeds, but may not sterilize the soil for a period in excess of one year following application. The chemicals used shall not be toxic or harmful in any manner to animals or human beings when used in prescribed manner. The materials used shall not harm desirable vegetation such as trees or turf. The materials used shall not be flammable or leave an oily residue that will discolor or leave a slippery film on sidewalks and curbs. The City may at any time during the spraying operation take samples to check materials being used. Upon request, the Contractor shall provide the City with information regarding chemicals applied to specified locations. In addition, the Contractor shall upon request provide the City with specimen labels of chemicals applied. In the event the treatment is not

effective, the contractor will be required to remove at his expense all growth from the area within the limits of the spray application.

MOWING

1. Mowing shall be performed as directed by the City, on City and private property. Weeds will be mowed with a flail mower to a maximum height of 2”.
2. It is the intention of this specification to provide for mulching as would be furnished by a Flail Mower so that no grass or stubble shall exceed 2” in height. Weeds shall be removed from against fences, trees, and other obstructions. If the City determines that mowing practices or the condition of the weeds does not provide adequate mulching, the Contractor is to remove the mulched weeds.
3. The Contractor shall sweep sidewalks and roadways of plant material after cutting to maintain a clean, neat condition.

GENERAL INFORMATION

1. City property anticipated to be sprayed is shown on the attached lists. City will tour areas with successful bidder and finalize lists; however, property may be added or deleted at any time during contract period at City discretion.
2. The Contractor shall be responsible for any and all damage to surface and underground improvements due to his operations on or adjacent to parcels upon which weed abatement work is performed.
3. The Contractor will be expected to know the streets within the City of San Leandro so that he can perform his work independently.
4. The Contractor shall be required to provide adequately manned and equipped crews necessary to diligently pursue and complete the work described herein. When directed by the City, the Contractor shall perform touch-up spraying or mowing work within 48 hours of such notification. If the contractor does not perform spraying or mowing work as described herein within 48 hours of notification, \$250 will be deducted from any amounts owed to the Contractor. In addition, the Contractor will be liable for City costs to do the spraying and/or mowing and such nonperformance may be cause for cancellation of the Purchase Order for all work performed under these specifications.
5. The Contractor shall have secured from the Alameda County Agricultural Commissioner all necessary permits and shall possess a current California State Department of Agriculture license. The Contractor shall conform to any applicable laws or statues regulating or prohibiting the use of any chemicals or spray materials used.

6. The Contractor shall obtain a City of San Leandro Business license.
7. Measurement – The entire area of parcels shall be sprayed for weed control, including parking strips and sidewalk areas, as directed by the City. City property has been measured; private property will be measured by the City as work is authorized.
8. The contract period the first year shall be approximately November 1, 2007 through October 31, 2008. The Contractor shall be responsible for weed control during the entire contract period.
9. Contractor shall be required to attend monthly meetings with City staff to review Contractor's performance and the condition of the areas for which he is responsible for controlling weeds. Dates and times of meetings to be set with Contractor. These monthly meetings are not to substitute for Contractor's responsibility to regularly inspect areas.
10. All spray applications are to be done in accordance with all State of California and United States law. Contractor is to provide the City with a copy of Written Recommendations from a State of California Licensed Pest Adviser for all applications.

PAYMENT

Spraying – Payment for all spraying shall be made based on the 1,000 square foot bid price. The City will pay only once for spraying, regardless of the number of spray applications necessary to control weed growth as described in these specifications. In other words, if property requires several applications of pre-emergent and/or systemic sprays in order to control weeds as described herein, the City shall make only one payment, based on the 1,000 square foot bid price, regardless of the number of spray applications performed. The City recognizes that areas added late in the weed season may not receive adequate moisture to achieve season-long weed control. Additional spray applications in these areas will be paid at the contractor rate for spraying based upon the amount of area sprayed, not the total area of the parcel. Adequate moisture shall be defined as one-half (.5) inches of rain as measured at the Fremont CIMIS station or the equivalent moisture in sprinkler irrigation.

Payment shall be made after all locations have received the first application of spray, except 20% shall be withheld and paid upon satisfactory performance of all contract requirements each year of the contract. Amounts withheld due to Contractor failure to adequately monitor the spray areas shall be permanently forfeited by the Contractor.

CITY VACANT PROPERTY ACCOUNT 010-6201-5340

Number	Location	Sq. Footage
1	Fire Training Area – Lola Avenue Fence line	6,860
2	Halcyon Drive at WPRR – ROW to ROW	9,000
3	Washington Ave. Underpass, all 4 sides – ROW to ROW	80,000
4	Aladdin Ave., east end	5,000
	TOTAL	100,860

ROADSIDE ACCOUNT 010-6201-5340

Number	Location	Sq. Footage
1	Pontiac Alley – between Pontiac & E. 14 th St.	1,000
2	San Leandro Blvd., e/s, Washington to Fam Svc Agcy	2,500
3	San Leandro Blvd., east side, Marina t o Estabrook	5,000
4	Park St., e/s, dirt s/w from Siempre Verde Park to north end	5,000
5	Peralta Ave., from RR tracks to end, both sides	30,000
6	Lafayette Alley – off Lafayette Ave. – Lorraine Blvd. to Peralta Ave. East side – ROW to ROW	4,000
7	Bonnie Vista – adj. To barricades, fence, and end	1,000
8	Oakes walkway – west side of church at 105 Dutton Ave.	1,000
9	Oakes alley – between foot of Oakes & foot of Begier	1,000
10	Sandelin Ave. drainage right of way, north side ditch to fence	8,000
11	Chabot Road At Estudillo, n/s corner From Sandelin to Astor Dr., s/s – as per City guidelines From Chabot Terrace to Astor, n/s – as per City guidelines	60,000
12	Edgehill Ct., e/s along drainage ditch, 4” wide	5,000
13	Grand Ave., w/s between Maud & Benedict e/s between onramp & Benedict	16,000
14	Hyde St. – barricade and creek at end	1,000
15	Loquat Lane, both sides	2,000
16	Martinez St., w/s, Davis to Thornton	17,000
17	Martinez St., e/s Parrott to Thornton	1,000

Number	Location	Sq. Footage
18	139 Ave., WPRR to SPRR	11,000
19	Wicks Blvd., both sides from FC Canal to next canal	18,000
20	Alvarado St., barricade at end of Fremont	1,000
21	Doolittle Dr., barricade at south end	1,000
22	Menlo St., ROW to ROW	20,000
23	Neptune Dr., north end barricade	12,000
24	Hester St., south from Adams on east side	1,000
25	Hester St., end of street	1,000
26	Estudillo Ave., n/s, guardrail/Lake Chabot Rd., - both sides To Graff, roadside to fence, Estudillo s/s From Parker to Graff	4,000
27	Benedict Dr., n/b from Estudillo to SL Creek – both sides	5,000
28	Vistagrاند – between 1650 & 1750 – in front of & behind wall x 10' high	1,000
29	Martell St. dead end barricade	1,000
30	147 th Ave., dead end barricade	1,000
31	Carden Way, both sides, along fences 5 x 1111	6,000
32	Chapman Road – City property at Washington	7,000
33	Chapman Road – from City property to Svc. Ctr. Gate (525 x 15)	7,000
34	Service Center – easterly fenced line (755 x 5)	4,000
35	Service Center – dirt area adjacent to garage (210 x 10)	2,000
36	Service Center – employee parking lot southerly fence (200 x 4)	1,000
37	Service Center – Rear yard, westerly dirt storage area	8,000
38	Davis St. Overcrossing – s/s service road (400 x 20)	8,000
39	Davis St. Overcrossing – dirt parcel under west end Of Overcrossing (400 x 20 + 70 x 30)	10,000
40	End of Belvedere, lift station and parking strip	2,000
41	End of Bermuda, lift station and parking strip	2,000
42	Benedict Overcrossing	7,500
	TOTAL	302,000

CITY PARKS**ACCOUNT 010-6201-5340**

Number	Location	Sq. Footage
1	Benedict/Scenicview	3,000
2	Bonaire Park	39,000
3	Cherry Grove Park	11,000
4	Cleveland Park	15,500
5	Halcyon Park	35,000
6	Pacific High Ball Park	80,000
7	Root Park	1,000
8	San Leandro Ball Park	54,000
9	Stenzel Park	64,000
10	Thrasher Park	50,000
11	Toyon Park	9,000
12	Washington Manor Park	105,000
	TOTAL	466,500

MARINA PARK AREA**ACCOUNT 010-6201-5340**

Number	Location	Sq. Footage
1	Par course – ROW to ROW	
2	Riprap & shoulder from small boat ramp to trail	
3	Trail – from end of riprap to Par course	
	TOTAL	175,000

MISC LANDSCAPED AREAS**ACCOUNT 010-6201-5340**

Number	Location	Sq. Footage
1	Hays St. Planting Strip	1,000
2	Floresta Blvd. Overpass, Monterey to Corvallis, both sides	48,000
	TOTAL	49,000

Weed Locations

ACCOUNT 010-33-052-5340

Number	Location	
1	Aladdin	ROW to ROW
2	Alvarado St.	end to end, ROW to ROW
3	Bancroft Ave.	end to end, ROW to ROW
4	Benedict Dr. from Estudillo to Scenicview	ROW to ROW
5	Benedict Dr. from Montrose to Sherry	ROW to ROW
6	Davis St.	end to end, ROW to ROW
7	Doolittle Drive	end to end, ROW to ROW
8	East 14 th St.	end to end, ROW to ROW
9	Estudillo at 580, under overpass and both sides of freeway entrance	ROW to ROW
10	Fairway from Merced to SPRR	ROW to ROW
11	n/s Fremont – from Dicks Restaurant to HOA Wall	ROW to ROW
12	Halcyon Drive	ROW to ROW
13	Lewelling Blvd.	end to end, ROW to ROW
14	MacArthur Blvd.	end to end, ROW to ROW
15	Marina Blvd.	end to end, ROW to ROW
16	Merced Street from Wicks to Williams	ROW to ROW
17	San Leandro Blvd.	end to end, ROW to ROW
18	School Street (freeway backage) – 141 st to Russ	ROW to ROW
19	Washington Ave.	end to end, ROW to ROW
20	Williams St.	end to end, ROW to ROW

** ROW to ROW – (Right-of-Way to Right-of-Way)

Estimated Cost ROW to ROW

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 Coverage.

- i. The City, its officers, officials, employees and volunteers are to be covered as insured's 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 Coverage's.

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 insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.