

**CITY OF SAN LEANDRO**  
**REQUEST FOR QUOTATION**

<b>SUBMIT BID TO:</b> City of San Leandro Purchasing Department 835 East 14th Street San Leandro, CA 94577	<b>FOR FURTHER INFORMATION CONTACT:</b> Don Brockman Purchasing Agent (510) 577-3376 dbrockman@ci.san-leandro.ca.us
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<b>BID NO:</b> 07-08.023	<b>DATE MAILED:</b> January 10, 2008	<b>THIS QUOTATION MUST BE DELIVERED TO THE CITY BEFORE:</b> 3:00 p.m., Tuesday, January 29, 2008
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QTY	DESCRIPTION	UNIT PRICE	EXTENSION
	<p style="text-align: center;"><b>ANNUAL CITY WIDE MEDIAN MAINTENANCE</b>  <b>Bid No. 07-08.023</b>  <b>Notice to Bidders</b></p> <p>Work to be done consists of landscape maintenance services at areas in the Description of Work Locations. Work performed shall be in accordance with the attached Median Landscape Maintenance Specifications and includes all labor, plants, tools, equipment, transportation, implements, insecticides, fungicides, fertilizers, disposal fees and other necessary items. Reference to said Locations and Specifications is hereby made for further particulars.</p> <p>The bidder shall complete and submit a signed copy of this Request, Bid Item Schedule, Contractors' License Provision and a List of References. One complete copy of the sealed bid containing these documents and subject to the conditions herein and in the Special Provisions and plans shall be received at the Purchasing Office, City Hall, 835 East 14th Street up to <b>3:00pm Tuesday, January 29, 2008</b> at which time they will be publicly opened and read.</p> <p>A pre-bid conference will be held at 10:00 am Thursday, January 17<sup>th</sup>, 2008 at the City Public Works Service Center at 14200 Chapman Road, San Leandro, CA.</p> <p>This is a <b>Prevailing Wage</b> contract and requires the payment of the state determined wage rate or the City of San Leandro <b>Living Wage Rate</b>, whichever is higher.</p> <p>The award will be made to the lowest responsible bidder 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. Prices bid shall include all costs including applicable taxes and permit fees.</p> <p>A class "A", "B", or "C-27" Contractor's License is required for this work. No bid will be accepted from a contractor who has not been licensed in accordance with Chapter 9, Division 3 of Business and Professional Code.</p>		See bid locations

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 as necessary to bring the condition into compliance performed and deduct this expense from the amount due to the contractor. Payments shall be on a monthly basis upon receipt of an invoice and a checklist of completed work.

Successful bidder must obtain a City of San Leandro business license, supply proof of insurance requirements (see insurance requirements section), and show current applicable licenses related to spraying, all prior to commencement of work. Licenses may be submitted with bid, but are not required.

All licenses and insurance must be current for duration of the contract.

Contractor is responsible for obtaining all applicable permits including, but not limited to, encroachment permits from Cal Trans.

City of San Leandro Living Wage Rates: 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.

To insure that prospective bidders are thoroughly familiar with the general conditions, locations, and areas of work and all other requirements, a pre-bid conference is scheduled for **10:00 am Thursday, January 17, 2008 at the City of San Leandro Corporate Yard at 13200 Chapman Road, San Leandro, CA.**

For additional information regarding specifications, please contact Tim Orr, Tree Supervisor, at (510) 577-3448.

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 his 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 of San Leandro. It is the bidder's responsibility to ensure that all requirements of contract addendum are included in the bidder's proposal. All bidders shall include a signed copy of all contract addendum with the proposal. Failure to comply with this requirement shall cause the proposal to be considered non-responsive and shall be grounds for rejection of the bid.

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

Firm \_\_\_\_\_

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

Address \_\_\_\_\_

Date \_\_\_\_\_

Phone \_\_\_\_\_

  
\_\_\_\_\_  
Don Brockman, Purchasing Agent

**ANNUAL CITY WIDE MEDIAN MAINTENANCE**  
**Bid No. 07-08.023**  
**Notice to Bidders**

**SPECIAL PROVISION**

**CONTRACTOR'S LICENSE**  
(complete and return with bid packet)

I hereby affirm that the firm submitting this bid is a licensed California contractor, no. \_\_\_\_\_, expiration date \_\_\_\_\_ and the license is in full force and effect. This representation is made under the penalty of perjury. Any bid not containing this information, or a bid containing information, which is subsequently proven false, shall be considered nonresponsive and shall be rejected.

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

Acknowledgment: \_\_\_\_\_  
(Sign and return with bid)

**ANNUAL CITY WIDE MEDIAN MAINTENANCE**

**Bid No. 07-08.023**

**Notice to Bidders**

**(complete and return with bid packet – both pages)**

**MEDIAN MAINTENANCE SPECIFICATIONS BID SHEET BID ITEMS**

<b>ITEM</b>	<b>BID PRICE (per month)</b>
1. Between 151 Callan and Parking Garage	
2. Broadmoor and Bancroft	
3. Broadmoor and Breed	
4. Buffet Fortuna	
5. Costco Area	
6. Davis Street	
7. Doolittle Drive	
8. Dowling and Breed	
9. 990 Dutton	
10. Dutton and Breed	
11. East 14th Street	
12. 1188 East 14 <sup>th</sup> Street – Longs Drug Store	
13. 1350 & 1378 East 14 <sup>th</sup> Street	
14. 1495 East 14 <sup>th</sup> Street – Greater Bay Bank	
15. Fairway Drive	
16. Farnsworth Ave. / Burkhart Ave. Landscaping	
17. Farnsworth Ave. / Manor Blvd. Landscaping	
18. Floresta Blvd. Medians	
19. Floresta Blvd. Overcrossing	
20. Fremont Ave.	
21. Grand Ave.	
22. Halcyon Drive	
23. Hesperian Blvd.	
24. Hillside Drive	
25. Lake Chabot Road / Estudillo Ave.	

**CITY WIDE ANNUAL MEDIAN LANDSCAPE MAINTENANCE**  
**Bid No. 07-08.023**  
**Notice to Bidders**

**MEDIAN MAINTENANCE SPECIFICATIONS BID SHEET**

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<b>ITEM</b>	<b>BID PRICE (PER MONTH)</b>
26. Leonard Drive	
27. Lewelling Blvd. Medians and Backage	
28. MacArthur Blvd.	
29. Maltester/ Polvorosa Overcrossing Landscape	
30. Marina Blvd	
31. Merced / Wicks	
32. Myers Court	
33. Oakland Border at San Leandro Blvd.	
34. Parrott Street	
35. San Leandro Blvd.	
36. San Leandro Boys and Girls Club	
37. Siempre Verde Memorial Wall	
38. Springlake Drive	
39. Timothy Drive	
40. Washington Ave. Medians	
41. Westgate Parkway	
42. West Joaquin to Washington Ave.	
43. West Juana at Washington Ave.	
44. Wicks Blvd. ( Ivy)	
45. Wells Fargo Bank – 1298 East 14 <sup>th</sup> Street	
<b>TOTAL BID</b>	

Landscape services at areas included in attached Description of Work Locations. Work shall be performed in accordance with the attached specifications entitled Description of Work and includes all labor, plants, tools, equipment transportation, implements, insecticides, fungicides, fertilizers, disposal fees and other necessary items.

In addition to work described in the Description of Work, extra work may be negotiated.

A service agreement shall commence on award of the bid, and continue through June 30, 2008. This contract may be renewed automatically for up to three (3) one-year periods unless notice is given in writing by either party more than sixty (60) days in advance of contract termination on that the contract is to be terminated. 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 April of the same year.

To insure that prospective bidders are thoroughly familiar with the general conditions, locations, areas of work and all other requirements, a bidder's conference is scheduled for Thursday, January 17<sup>th</sup>, 2008 at 10:00 am at the Public Works Corporate Yard, 13200 Chapman Road, San Leandro, CA.

The successful bidder must submit a Certificate(s) 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.

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 as necessary to bring the condition into compliance performed and deduct this expense from any amount due to the contractor. Payments shall be on a monthly basis upon receipt of an invoice and a check list of completed work.

List any and all annual landscape maintenance contracts exceeding \$25,000 performed by your firm beginning in 1999 (use separate sheet if necessary – return with bid packet):

<u>Company/Government</u>	<u>Contract Period</u>	<u>Annual Amount</u>	<u>Contact/ Telephone</u>
1.			
2.			
3.			

Bidders are to bid on the detailed items on attached sheet. One contract will be awarded to lowest responsible total bid for monthly maintenance items.

The award will be made to the lowest responsible bidder to the best interests of the City, as determined by the Purchasing Office. Acceptance of completed work shall be determined by the Public Works Services Department.

The City reserves the right to accept or reject any or all bids or any part thereof.

**ANNUAL CITY WIDE MEDIAN MAINTENANCE**  
**Bid No. 07-08.023**  
**Notice to Bidders**

**MEDIAN MAINTENANCE SPECIFICATIONS**

**DESCRIPTION OF WORK LOCATIONS**

1. Between 151 Callan and Parking Garage: Behind Santos Mortuary parking lot, three (3) planter areas and area along the west side of 151 Callan.
2. Broadmoor and Bancroft: Median at southwest corner.
3. Broadmoor and Breed: Two (2) medians, one on the north side and one on the south side of the intersection. No irrigation.
4. Buffet Fortuna: Patio area from East 14<sup>th</sup> Street to Washington Ave.
5. Costco Area: Landscaping on northwest corner, Warden Ave. to Davis Street. Includes turf area from Warden Ave. west, approximately 100 feet. "Davis West" sign to be kept clear at all times from ivy.
6. Davis Street: Medians from East 14th Street to Maltester/Polvorosa overpass, wall and planted area on north side, from Douglas to Frederick. On south side from Wayne to Pierce, landscaped areas including wall. From Pierce to Gilmore, frontage road, median landscaped area and wall. From Gilmore west, ivy along wall to backflow device. North side of 880 off ramp, west to Warden, ivy on wall and planting strip. "Davis West" sign on wall at Davis and Warden to be kept clear of ivy at all times.
7. Doolittle Drive: Median from West Ave. 135th to Flood Control canal. No irrigation.
8. Dowling and Breed: Three (3) medians – (2 large & 1 small) at intersection across from the Breed side of Washington Elementary School.
9. 990 Dutton: Fence line along west side next to Gill Lane – on road side only. Trim ivy back and keep trimmed to a maximum of 8 feet high. No irrigation.
10. Dutton and Breed: Median at the northwest corner. Across from the front of Washington Elementary School. No irrigation.
11. East 14th Street: Medians from Bristol to Broadmoor, including walkways but excluding structures. No contractor responsibility for arch.
12. 1188 East 14<sup>th</sup> Street – Longs Drug Store: Parking lot between Chumalia and Callan. All medians – blow outside edges including sidewalk in front of 1144 Hyde, twice a week, and pick up Tuesday and Friday. No irrigation.
13. 1350 & 1378 East 14<sup>th</sup> Street: Alleyway between 1350 & 1378 East 14<sup>th</sup> Street, two (2) planter boxes in alleyway. Parking lot behind 1350 & 1378 East 14<sup>th</sup> Street, all planter boxes, planting strip along the side of Estudillo, up to 215 Estudillo. Alongside wall,

- along west fence line of 176 Joaquin up to Joaquin, including tree. All sidewalks alongside parking lot, including alleyway. Areas to be blown out and picked up twice a week on Tuesday and Friday. No irrigation.
14. 1495 East 14<sup>th</sup> Street – Greater Bay Bank: Parking lot behind bank, west to Washington Ave., and north to 156 West Juana. All medians, including planter area next to 156 West Juana.
  15. Fairway Drive: Median landscaping on Fairway Drive from Doolittle to Aurora.
  16. Farnsworth Ave. / Burkhart Ave. Landscaping: Landscaping on northeast corner of intersection.
  17. Farnsworth Ave. / Manor Blvd. Landscaping: Landscaping on three (3) corners, excluding northwest corner. Included are three (3) small islands in front of market at 1167 Manor Blvd. Also, tree pits and shrubs across the street from 1167 Manor Blvd. Included are shrubs and trees along Farnsworth, south of Manor Blvd. – both sides of street to the end of the bank and Porter’s Market.
  18. Floresta Blvd. Medians: Medians from Washington Ave. to Fremont Ave.
  19. Floresta Blvd. Overcrossing: From Monterey Blvd. to Corvallis St. Include: Both hillsides down to private property fence lines, two (2) triangular landscaped islands (one on each side of overcrossing), concrete center divider on east side of overcrossing, sidewalk area on south side of overcrossing. Contractor is not responsible for irrigation.
  20. Fremont Ave.: The west side of Fremont Ave. from Floresta Blvd. to Alvarado. Trim ivy along the wall. No irrigation.
  21. Grand Ave.: From Grand Ave., to private property fence line of houses on Evergreen Ave. 1902 - 1988 Evergreen. Include Evergreen Ave. walkway adjacent to 1962 through to Grand Ave. Area goes from Sybil Ave. to PG&E right-of-way. No irrigation.
  22. Halcyon Drive: Between Washington Ave. and Hesperian Blvd., areas with walks on both the north and south side of street and the median. Includes linear planting strip on north side between Dillo and Washington Ave., landscaping on northside between railroad tracks and Dillo, and island on south side at Adason. Including northeast corner of Halcyon and Washington Ave. and two (2) planting strips at corner of Olivia and Halcyon.
  23. Hesperian-Blvd.: Medians at Springlake Drive to Grace Street. No irrigation.
  24. Hillside Drive: Planted area between 2150 and 2112. Sidewalk to wrought iron fence. Median in front of 2060.
  25. Lake Chabot / Estudillo Ave.: At Estudillo and Parker, shrubs on north side, from Parker to 1390 Estudillo. Remove litter and weeds along road down to fence line. Keep leaves cleaned up so as not to create a fire danger. At Estudillo and Parker, south side up to 1337 Lake Chabot Road – trim ivy back two (2) feet behind white line and up embankment so as not to create a visual driving hazard.

26. Leonard Drive: Fence line along Highway 880, from 1581 Leonard, south to overpass. Keep trimmed behind curb line, signs clear, and up to 12 feet high. No irrigation.
27. Lewelling Blvd. Medians and Backage: Wicks Blvd. to Washington Ave. – both sides of the street. Trim all over-hanging plant growth, as well as medians from Wicks Blvd. east to Tropic Court.
28. MacArthur Blvd.: East side of street along freeway wall from northbound 580 Estudillo Ave. exit to Dowling Blvd. Includes medians, plus two (2) islands on west side from Dutton to Estudillo.
29. Maltester/Polvorosa Overcrossing Landscape: Railroad overcrossing on Davis Street - includes planted island and concrete areas on south side of overcrossing, and area along fence under overpass.
30. Marina Blvd.: Median from Highway 880 to San Leandro Blvd.
31. Merced / Wicks: Three (3) areas – 1) Island with the Bonaire Neighborhood Entry sign; 2) Corner lot at Merced / Wicks, next to 14251 Merced Street; 3) Center median on Wicks Blvd. across from corner lot.
32. Myers Court: Ivy along fence line, north and south of 265 Myers Court. Trim back behind sidewalk and keep to eight (8) feet high. Fence line south of 321 Myers Court. No irrigation.
33. Oakland Border at San Leandro Blvd.: Trim shrubbery on west side along railroad tracks from the Oakland / San Leandro border, south to Oscar's Body Shop (525 San Leandro Blvd.). Include fence line in front of 525 San Leandro Blvd.
34. Parrott Street: Landscaping on both sides of the street between East 14<sup>th</sup> Street and Washington Ave.
35. San Leandro Blvd.: Backage area planted between private property fence line and sidewalk on south side beginning at Rose Drive and continuing east to end of fence line approximately 200 feet west of East 14th Street, area under BART (no irrigation), west side from Thornton Street to driveway approximately 200 feet south of Hudson Lane; median from San Leandro Creek to East 14th Street; corner of San Leandro Blvd. and Coburn Court. No irrigation under BART and at Coburn Court. Contractor shall not be responsible for keeping ivy off railroad tracks.
36. San Leandro Boys and Girls Club: Marina Blvd. and San Leandro Blvd., all exterior grounds maintenance. Does not include garden area.
37. Siempre Verde Memorial Wall: Area outside of park on west side, which includes the Veteran's Memorial Wall.
38. Springlake Drive: North side, west from flood control canal to end of wall, 75 feet west of Peninsula Street; South side, west from flood control canal to Washington Ave., continuing south on Washington Ave. 100 feet; median - Hesperian Blvd. to Washington Ave.

39. Timothy Drive: Across from 1271 Timothy Drive. Ivy area next to wall and along fence line up to Davis Street. No irrigation.
40. Washington Ave. Medians: Medians from Highway 880 on Washington Ave. to Lewelling Blvd.
41. Westgate: From Williams Street - north. Planting strip along building on west side. Area along fence up to back of WalMart. At crosswalk, planting area on east side, along wall.
42. West Joaquin to Washington Ave.: Alleyway in between 129 and 145 West Joaquin – two (2) brick planters and tree wells along West Joaquin. Next to 1371-D Washington Ave., along the building and planter. No irrigation.
43. West Juana at Washington Ave.: Five (5) medians on West Juana, from Washington Ave. east to East 14<sup>th</sup> Street.
44. Wicks Blvd. Ivy: Ivy and shrubbery on east side of Wicks Blvd. from Stenzel Park parking lot, south to Lewelling Blvd. Area between Manor Blvd. and Flood Canal on east side of street. No irrigation.
45. Wells Fargo Bank – 1298 East 14<sup>th</sup> Street: Starting at tree planted next to bus stop in front of 1298 East 14<sup>th</sup> Street – area includes bank entrance, entire plaza area in between buildings, including planter boxes. Blown out and picked up twice a week, on Tuesdays and Fridays. Planter area to be kept free of weeds and trimmed.

# ANNUAL CITY WIDE MEDIAN MAINTENANCE

## Bid No. 07-08.023

### Notice to Bidders

## MEDIAN MAINTENANCE SPECIFICATIONS

### General Instructions

1. Work Schedule - Contractor is to provide City with a weekly work schedule describing when work is to be done at each location.
2. Clippings, cuttings, trash and debris shall be removed each time work is performed at locations or at least two (2) times per week.
3. The City of San Leandro, through a designated representative, shall make inspections on a weekly basis, or as often as necessary 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 these specifications. Each 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 gear required by State Safety Regulations. Shirts are to be maintained in a neat and presentable condition. Contractor to ensure that all employees adhere to traffic zone safety requirements as specified in "Traffic Control" section of Contract. 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.
5. 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. Contractor is responsible for obtaining all permits and licenses required to perform work such as encroachment permit through CalTrans.
6. 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 the performance of the services required. Contractor is responsible to investigate each site and be fully acquainted with the conditions of each site. 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.
7. Payment - In any month that Contractor wishes to receive payment, Contractor shall submit an invoice for services rendered prior to the month of invoice. Invoices received by the tenth (10<sup>th</sup>) of the month shall be paid by the end of the month.
8. Retention of funds - The City may deduct from any amount payable to Contractor (a) any amounts the payment 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 on 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.

9. 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.

(c) The amount to be retained by the City shall be determined in 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. 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.

10. If in the opinion of the City there are repeated and/or frequent Contractor deficiencies, the contract may be terminated.
11. Reduction in Scope – The City reserves the right to reduce the scope of work up to 50% of the total monthly bid. Should any reduction be necessary the contractor shall receive thirty (30) days notice. The remaining areas of contractor responsibility shall be paid at the rate bid by the contractor for those items. Any reduction in excess of 50% of total monthly bid shall be made within sixty (60) days notice. For reductions in excess of 50%, Contractor shall have the option to either accept the remaining items at their bid rate or to terminate the agreement. Notice of termination by Contractor under these circumstances shall be given to the city in writing at least forty-five (45) days before agreement termination.
12. Contractor shall be responsible for responding to all emergencies within two (2) hours of notification during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday.
13. Contractor shall designate one person as the representative of Contractor authorized to act on its behalf with respect to this specified work.
14. 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.

The Contractor shall also submit weekly inspection reports signed by the Contractor's representative which shows that all areas have been inspected that week, which areas are out of conformance with these specifications and the Contractor's plans for bringing the areas into specification conformance.

15. 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.
16. Specification Interpretation - Should any misunderstanding arise, the City will interpret the Specifications.

### Turf Maintenance

Turf shall be maintained in a healthy, superior condition with a crisp, clean appearance at all times.

Turf shall be mowed a minimum of once per week during the growing season (March through November). During the months of December through February, turf shall be mowed on an as-needed basis.

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 which clump or windrow shall be removed immediately.

All turf areas shall be cleanly edged to the inside (turfside) 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 once per month during the months of November through March, and every two (2) weeks during the months of April through October. Edging shall be done by the use of power edgers or by hand. 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, stolons, 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 disposed of properly. Litter and debris shall not be allowed to accumulate but shall be picked up and disposed of 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 (3) 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 turfgrass is damp and that the grass itself is free of surface moisture. Lawns shall be watered immediately after fertilization to prevent burning 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 turfgrass.

### 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. Shrubs which may restrict visibility, such as those adjacent to left hand turn lanes or those within 100 feet of any intersection shall be kept within the height range of 12" - 24" as measured from the street level.

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 October and once in April, 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. Stakes and ties shall remain on tree roses at all times. 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 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 encroaching into backyards of private property from work areas shall be side trimmed to fence line to a height of 12 feet.

Trees shall be fertilized a minimum of twice per year, once in October and once in April, 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 Department 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 interplanted shrubs and trees, trimmed to keep all signs, poles, guardrails, and utility meters clear, and kept from encroaching in any way into private property or onto private property fences. Ivy shall also be trimmed off of BART towers to the height of the surrounding ground cover. Ivy falling from walls is the Contractor's responsibility.

In addition to maintenance described elsewhere in these specifications, ivy on Springlake Drive, Davis Street, Fremont Ave. and Halcyon Drive shall be allowed to grow to within 6 inches of the top of the wall. Once at this height, ivy shall not be trimmed below 18 inches from the wall top nor allowed to grow past 6 inches from the top of the wall. All ivy shall be trimmed to a crisp, clean appearance.

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.

### 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 6:00 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 water-logged 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 his expense.

### Irrigation System Maintenance

The City shall be responsible for general maintenance of the irrigation system including piping, wiring, spray heads, electric valves, and automatic controllers. All irrigation parts and materials which are damaged or broken shall be reported to the City. Contractor shall then submit in

writing a written proposal for repair and/or replacement. A City representative shall then determine if work shall be done by Contractor or a City crew. Contractor is responsible for any damage caused by Contractor.

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 (5) 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.

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.

#### 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 two (2) times per week or unless otherwise specified, more often to maintain a neat and clean appearance. Green Waste needs to be properly disposed of, and litter that is recyclable must be recycled.

### Sweeping Parking Lots (Boys and Girls Club only)

Parking lots at the Boys and Girls Club are to be swept with an approved mechanical sweeper or manually to a level comparable to that provided by a mechanical sweeper. Lots are to be kept free of debris and litter in order to maintain a neat and clean appearance.

### Disposal Fees

All excess material shall become the property of the Contractor to be legally disposed of as Contractor sees fit. 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.

Construction signs, lights, barricades, etc. shall conform to the latest revision 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 the left hand turn lanes(s) at the beginning of the median taper. 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, he shall, at his own expense and without cost to the City, 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 his 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 requires 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, he shall, at his 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 four (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 six (6) feet.

### Material

The Contractor shall supply all new and replacement material for all new construction or replacements necessary as per City Standard Construction Drawings. All replacements, whether due to disease, pest infestation or Contractor negligence shall be Contractor responsibility and considered part of the bid item without separate payment made therefore.

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.

Any tree stakes, tree ties, and/or guy wires needing replacement shall be replaced with new materials as per the City Standard Contract Drawings, at the expense of the Contractor.

### Change Orders

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.

### 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 other contractors instead of this Maintenance Contractor.

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 and must provide employee timesheets in order to be compensated for labor at the extra work rate.

# ANNUAL CITY WIDE MEDIAN MAINTENANCE

## Bid No. 07-08.023

### Notice to Bidders

#### 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, his 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.