

TECHNICAL SPECIFICATIONS

100 - GENERAL INFORMATION and REQUIREMENTS

The City's General Requirements are written to apply to many/all types of work that contractors perform for the City. The City acknowledges that not all sections will apply to every service. Further detailed specifications, directly related to the service requested, can be found in Technical Specifications A1-A9 attached to the document, and in any additional Exhibits attached pertaining to the specified services.

Contractor shall furnish all labor, materials, tools, equipment and supplies required to provide the services, as listed in the Scope of Work and Technical Specifications.

101 Laws to be Observed

- (a) The Contractor shall keep himself fully informed of all existing and future County, State and Federal laws and regulations, as well as all municipal ordinances and regulations of the City, which in any manner, affect those engaged or employed in the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
- (b) The Contractor shall protect and indemnify the City and all of its Officers, Officials, Employees, Agents, Volunteers and Servants against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or his employees. If any discrepancy or inconsistency is discovered in the specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Director in writing.

101.1 Compliance with Laws

- (a) Contractor, his agents and employees, shall comply with all laws, San Leandro ordinances, rules and regulations of the Federal, State, County, the City of San Leandro, and all governing bodies having jurisdiction applying to work done or to be done under the agreement.
- (b) 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.
- (c) All spray applications are to be done in accordance with all Alameda County and State of California laws. 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.
- (d) Contractor is to provide the City with a copy of Written Recommendations from a State of California Licensed Pest Adviser for all applications. The City will provide

the contractor a pesticide use report that shall be turned in to the City each month by the 5th, as well as monthly documentation to the City on pesticides and amounts used.

101.2 Work Schedule

- (a) 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. The 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. *NOTE: Work at sites owned by the school district must be conducted between 7 AM and 8 AM.*
- (b) Contractor is responsible for (i) having thoroughly investigated and considered the scope of services to be performed, (ii) carefully considering how the services should be performed, and (iii) 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.

101.3 Record Keeping

- (a) Contractor shall keep files and records for work orders, payrolls, material and contractual service invoices and equipment rental invoices. All such records and files shall, upon demand, be made available by the Contractor to the City for inspection.
- (b) Other records, such as schedules, copies of licenses, etc. must be submitted to the City in writing, at the designated frequency outlined in the resulting Maintenance Agreement.

101.4 Wages

- (a) Prevailing wage rates ARE required for the work outlined in the RFP including any extra work that is authorized. See Living Wage Requirements [Attachment B]
- (b) The Contractor shall submit, upon request, certified payroll records for any and all work provided to the City of San Leandro.

101.5 Payment

- (a) Payment for all services shall be made based on the prices submitted on the Pricing Sheet in the RFP. Invoices shall reflect lump sum Monthly Maintenance fees and any extra work approved and completed. In any month that Contractor wishes to receive payment, Contractor shall submit an invoice for services rendered after the services have been complete. Invoices will generally be paid within 30 days of receipt of invoices. Invoices must be submitted electronically as a .pdf to the City.
- (b) Invoice format should match the price sheets submitted during the RFP process, approved and accepted by the City. Invoices for extra work must state: Date work was performed; Area work was performed; Description of Work performed; Work Requested by {City Staff Person}; Reference to Approval by City Staff {Email or other written authorization}
- (c) The City will pay for spraying/weed abatement in areas shown in Technical Specifications – Weed Control (600a), regardless of the number of 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 Monthly Maintenance bid price, regardless of the number of spray applications performed.
- (d) The City may deduct from any amount payable to Contractor (i) any amounts the payment of which may be in dispute, (ii) any amounts necessary to compensate the City for any losses, costs, liabilities, or damages suffered by the City, and (iii) 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. Amounts withheld due to Contractor failure to adequately monitor the service areas shall be permanently forfeited by the Contractor.

101.6 Communication

- (a) The Contractor or their representative shall contact the City's Director, or designee, when necessary, for the purpose of conveying messages, consultations, scheduling, inspection of sites, etc.

SECTION 3 PERFORMANCE STANDARDS

101.7 Contract Start Up

- (a) During the first three (3) months of the contract, the Contractor will inspect the sites at least twice per month and will review and discuss inspection results with the Director, or designee. This process and timeline will allow for the Contractor to fully understand the site issues, existing conditions, areas that are substandard, and allow for time to be able to successfully and consistently implement the specifications and scope of work.
- (b) To acknowledge a ‘ramp up’ period during the first three (3) months, the Contractor’s work will be deemed as meeting standards unless there is obvious and measurable neglect on the part of the Contractor. The City acknowledges that some areas may have been turned over to the Contractor in an as-is condition and not meeting standards. Contractor will be expected to maintain the areas at a level that prevents further deterioration.
- (c) At the end of the first three (3) months, Contractor will submit an inspection summary to the City by the 10th of the fourth month as to each site’s compliance with the standards and specifications. The Director, or designee and the Contractor will agree upon a reasonable action plan with deadlines to bring any specific areas up to satisfactory levels.

101.8 Communication of Performance Issues

- (a) After the start-up period, the Director, or designee will utilize an “Evaluation Checklist” during scheduled, as well as random, inspections, to evaluate provision of services and communicate whether Contractor’s performance is meeting standards or below standards. The Director, or designee may also utilize email, the City’s workorder software or phone calls to relay information on below standard work and request a deadline for completion.
- (b) The Director, or designee will also coordinate, upon request from the Contractor, onsite review of any areas that are below standard in order to communicate and clarify the specifications and scope of work. In addition, regular meetings with the Director, or designee may also be scheduled to evaluate the provision of services and contract implementation.
- (c) It is important that the Director, or designee receive timely and correct updates to the punch list of items that have been identified as below standards and that the Contractor is working on bringing back to meeting standards and specifications. The updates should be in the written format presented, either a response via a customer relationship management, or a written update on a punch list format. If

updates are not provided in the time required, a penalty of \$250 per day will be assessed for each calendar day that the City has not received a written update.

- (d) The City intends to use its web-based work order system to input requests for work to be completed to the Contractor. The request will include a due date and location. It is expected that the Contractor will update the work order with status, completion date, issues. This will be the primary means of communicating issues, deficiencies and requests between the City and the Contractor.

101.9 Communication with City

- (a) Contractor shall designate one person as the representative of Contractor authorized to act on its behalf with respect to this specified work. The representative shall maintain regular communications with City staff to discuss work that is being scheduled or that has been completed. City staff shall make inspections as often as necessary to ensure that complete and continuous maintenance is fulfilled.
- (b) Contractor shall be required to attend periodic meetings with City staff to review Contractor's performance and the condition of all maintenance areas. Dates and times of meetings shall be set by the City and the Contractor. These meetings are not to substitute for Contractor's responsibility to regularly inspect areas.
- (c) The Contractor shall submit monthly inspection reports electronically to the City's Contract representative that shows the areas that have been inspected, areas out of conformance with these specifications and the Contractor's plans for bringing the areas into specification conformance. The report shall also include documentation of irrigation checks and adjustments, quantities of soil amendments/mulch and details of chemical applications. Failure to submit reports by the tenth of each month shall result in the Contractor forfeiting \$500 from any amounts owed by the City.

102 Contract Compliance and Payment for Services

- (a) The City has created Specifications and a Scope of Work that define the service level standards. The City will regularly inspect the Contractor's work and evaluate and rate it against the contract requirements and specifications. Contractor will be paid for work rated as meeting specifications which will be considered meeting standards. Contractor will not be paid for work rated as unsatisfactory and not meeting specifications which will be considered below standards, until conditions improve and are rated as meeting standards and the below standards work is attributed to neglect or lack of resources or compliance on the part of the Contractor. Contractor will not be paid any additional amounts for remedial work required to improve below standard areas. The Director, or designee will work closely with the Contractor's representatives to achieve the results described in the specifications and scope of work. However, responsibility for meeting standards rests with the Contractor.

- (b) The Director, or designee will utilize an “Evaluation Checklist” during its scheduled, as well as random inspections, to evaluate provision of services and communicate whether Contractor’s performance is meeting standards or below standards. In addition, the City regularly utilizes field staff to informally and randomly inspect contract service areas, and to report when areas are not meeting specifications. The City also receives resident complaints that will generate an inspection and communication to the contractor. A 90-100% overall completion score on the checklist is considered satisfactory and in compliance with and meeting the specifications of the Agreement.
- (c) A score of less than 90% in any area is indicative of unsatisfactory conditions, below standards and not meeting the specifications with improvement required. Below standards work resulting from action or inaction that is the contractor’s responsibility will result in a punch list of items to complete and a timeframe and deadline for completion in order to bring areas back to meeting standards and specifications. This punch list will also include required dates for notification and updates back to the Director, or designee on the status of work being completed.
- (d) If after the designated deadline, the area is still not meeting standards and specifications, a penalty of all or a portion of Contractor payment will be withheld for work not performed, work not completed, or work not completed to the specifications.
- (e) Payments will be withheld either based on frequency of work that was missed, or until the area has been brought back to meeting standards. Withheld payments for specified work that is frequency based, and cannot be made up, will not be paid to the Contractor. For example, if the scope of work calls for mowing turf once per week, and a weekly mowing is missed, that work cannot be regained, and the payment will not be made for work not performed.
- (f) For work that has a designated deadline to bring the work area up to meeting standards, if compliance is reached within the designated deadline, the City will release one hundred percent (100%) of the payment withheld. If the same area is out of compliance and below standards a second time within twelve (12) months of the initial notice, the City will withhold as a penalty for work not performed, the monthly payment for that site. For work that has a designated deadline to bring the work area up to meeting standards, if compliance is reached within the designated deadline, the City will release eighty percent (80%) of the payment withheld and retain 20% as a penalty.
- (g) The City may include in the payment deduction and penalty, the expense related to, or as a result of the Contractor’s failure to perform the services as required, including the time and materials cost to continually monitor and inspect work that is below standard such as City administrative costs for the management of unsatisfactory conditions.

- (h) In addition to or in lieu of the measures above, and at the discretion of the Director, or designee; the City may hold 10% retention of the full monthly services cost with every monthly billing, for release at the beginning of the next billing period, upon satisfactory completion of the services.

The parties will observe and commit to the following problem resolution process:

1. Written notice of the problem
2. Field conference with Director, or designee, and Contractor's field representative to identify the problem and agree upon solution as presented by the contractor
3. When Contractor's payments are at risk of being withheld, conference between the City's representative(s) and the Contractor's principal
4. Contractor to remedy the problem
5. Imposition of penalties and withheld payments for work not remedied to meeting standards
6. Begin holding retention payments each month

102.1 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.

- (e) If in the opinion of the City there are repeated and/or frequent Contractor deficiencies, the contract may be terminated.

102.2 Invoicing

- (a) All invoices for service shall be accompanied by reports indicating actual work completed, the site or location of the work, and/or actual hours worked, charged at the hourly and unit rates provided by the Contractor in their bid proposal. Invoicing should match the pricing proposal worksheets as much as possible.

102.3 Authority of Director, or designee

- (a) The Director, or designee shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation. The Director, or designee's decision shall be final and they shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

SECTION 4 PERSONNEL STANDARDS

102.4 Staff Assignments

- (a) The City of San Leandro shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff assigned to the work by the Contractor. If the City of San Leandro reasonably rejects staff, the Contractor must provide replacement staff satisfactory to the City of San Leandro in a timely manner and at no additional cost to the City. The day-to-day supervision and the control of the Contractor's employees are the responsibility solely of the Contractor.

102.5 Staffing and Supervision

- (a) The Contractor shall employ at all times sufficient staffing to perform the work as specified herein. The Contractor or qualified representative shall be reasonably accessible to the City at all times during working hours.
- (b) Laborers performing work shall be directly employed and supervised by the Contractor, unless use of subcontractors has been agreed upon between the Contractor and the City prior to the start of work. Contractor's staff shall be sufficiently trained and qualified to perform the services, as specified. The Contractor shall perform management and technical supervision as required. The Contractor shall provide enough 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.
- (c) The Contractor will be expected to know the streets and facility locations within the City of San Leandro so that work can be performed independently. Contractor's staff should have access in the field to software to locate streets [I.e. Google maps] and the electronic maps that the City has provided.

102.6 Uniforms

- (a) The Contractors employees must wear uniforms consisting of coordinated pants, shirts, T-shirts, vests and/or hats. Uniform articles are to be of proper fit, clean and professional in appearance and must be provided by the Contractor at their own expense. If hats are worn, they must be company provided hats matching the uniform and they must be worn with the brim facing forward and straight. All attire must be consistent among employees.
- (b) The company name or easily identifiable logo must be visible from the front of the uniform and from the rear to ensure contract staff can be easily identified by City staff. All uniforms shall be kept clean and professional looking and shall be replaced by the Contractor as wearing/fading occurs, or as requested by the City. Anytime work is being performed on a median or within the right-of-way, an ANSI

Class 2 or Class 3-rated reflective vest or shirt must be worn. Any employee who fails to work or act in an acceptable manner, as determined by City Representative, shall be removed from working on the City contract immediately. All Contractor vehicles and equipment shall have highly visible identification and signage at all times.

102.7 Conduct of Contractor

- (a) The Contractor and his employees shall at all times be courteous and considerate toward the public in the course of their work. Proper training and instruction as to courteous responses of any and all inquiries is required and training records are to be provided to the City upon request. Any report of abusive attitude, language or action, following investigation, shall be the grounds for immediate dismissal of the employee (s) involved and will result in a monetary penalty to the Contractor entirely at the discretion of the City.

102.8 Labor

(a) General

Only competent workers shall be employed by the Contractor to work within the City of San Leandro. Any person employed who is found to be incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fails or refuses to perform his work properly and acceptably shall be immediately removed from the work site by the Contractor and not be re-employed to work in the City of San Leandro.

(b) Laws

The Contractor, their agents and employees shall be bound by and comply with all applicable provisions of the Labor Code and with Federal, State and local laws related to labor.

The Contractor shall strictly adhere to the provisions of the Labor Code regarding minimum wages, workday, work week, overtime, Saturday, Sunday, and holiday work, and non-discrimination because of race, color, creed, sex, sexual orientation, national origin, or religion. The Contractor shall forfeit to the City the penalties prescribed in the Labor Code for violations.

(c) Penalties

The Contractor must follow all applicable labor codes and laws and shall forfeit to the City as penalty the sum of twenty-five dollars (\$25.00) for each employee employed in the execution of this contract by the Contractor for each calendar day during which any employee is required or permitted to labor more than the allowable number of hours, as outlined by the California Department of Industrial Relations.

SECTION 5 CONTROL OF THE WORK AND MATERIALS

103 Work Site/Materials Inspection

- (a) All work and materials are subject to inspection and approval of the Director, or designee. The Director, or designee, and authorized representatives shall at all times have access to the project sites while services are being performed. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with the contract documents. Inspection of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the contract, and improper work will be subject to rejection. Work and materials not meeting such requirements shall be made good and unsuitable work or materials may be rejected; notwithstanding that such work or materials have been previously inspected by the Director, or designee.

103.1 Subcontracting

- (a) The Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control.
- (b) All persons engaged in the work of the contract will be employees of the Contractor and the Contractor will be held responsible for their work, which shall be subject to the provisions of the contract and specifications.
- (c) The Contractor shall not subcontract out any portion of the services without prior written approval by the City and will be granted under extraordinary circumstances only.

Use of subcontractors may result in any or all of the following requirements:

1. Submission of a full list of subcontractors to be used for any given project/service
2. Faithful Performance Bond
3. Payment Bond
4. Withholding of up to 5% Retention on invoices
5. Withholding of up to 50% of the final invoice for any incomplete work
6. Notice of Completion to be approved at City Council and filed with the County Recorder's Office

103.2 Project Supervisor Qualifications

- (a) The Project Supervisor(s) must have the ability to exercise independent judgment and control the work methods and procedures used in the performance of the work being completed and will be responsible for accomplishing work within established time frames. Knowledge of the principles and practices of services provided, safe operation of equipment and tools, and ability to work effectively in a public environment is essential.

- (b) The Contractor shall also provide in writing to the City, a telephone number, e-mail address, and cellular phone/pager number to contact the Director, or designee, or designee during all business hours and for any after-hours emergencies.

103.3 Defective and Unauthorized Work

- (a) All materials, and parts furnished by the Contractor in the work shall be new, high grade and free from defects. Workmanship shall be subject to the Director, or designee's approval. Materials and workmanship not conforming to the requirements of the contract documents shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by the Contractor, at his expense, when so directed by the Director, or designee.
- (b) Any work done beyond the limits of work established by the Director, or designee, or any extra work done without written authority, will be considered unauthorized work. The City is not responsible for costs associated with unauthorized work.

103.4 City Furnished Materials

- (a) Materials, if furnished by the City, will be made available as designated by the Director, or designee. The cost of loading, unloading, hauling and handling and placing City furnished materials shall be considered as included in the bid price involving such City furnished material.
- (b) Contractors shall inspect and assure themselves of the amount and soundness of such materials and acknowledge written receipt for it.
- (c) The Contractor will be held responsible for all materials furnished to him, and he shall pay all applicable demurrage and storage charges. City-furnished materials lost or damaged for any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the City for the cost of replacing City-furnished material and such costs may be deducted from any monies due or to become due the Contractor.

103.5 Storage of Materials, Equipment and Supplies

- (a) Materials, equipment and supplies shall be stored in the designated storage sites in such a manner as to ensure the preservation of their quality and fitness for work. These items shall be stored so as to facilitate inspection and, if necessary to protect the public or the items, shall be suitably fenced or locked.
- (b) All additional arrangements for locations and arrangements of storage sites for materials, equipment and supplies shall be maintained by the Contractor at his expense. Full compensation for furnishing such storage sites as may be necessary

or required by the Contractor shall be considered as included in the price bid and no additional compensation will be allowed.

103.6 Damage Responsibility

- (a) All damage due to Contractor's negligence shall be the responsibility of the Contractor and shall be repaired immediately at Contractor's expense, or as agreed upon between Contractor and City. All damages to, or thefts from, structures, not attributable to the Contractor's negligence, shall be the responsibility of the City.

103.7 Protection of Vegetation and Property

- (a) The Contractor shall not deface damage or remove any signage, structures, trees, or other vegetation, nor any other private or public property. Contractor shall repair or restore, to their original condition, all property damaged by equipment or operations of the Contractor. Likewise, damage to any other private and/or public property shall be the responsibility of the Contractor. The Contractor will obtain approval for repair and restoration from the City's Director, or designee or designee prior to the initiation of such work.

103.8 Safety

- (a) Safe work practices shall be enforced at all times. Protective gear and appropriate clothing shall be worn and utilized at all times and shall comply with all local, State and Federal safety regulations. Workers exposed to traffic or equipment conditions shall wear highly visible orange, or lime-green, reflective clothing meeting current American National Standards Institute (ANSI) guidelines, which currently requires a minimum of a Class 2, Level 2 reflective vest. All work zones shall be properly posted.
- (b) All services and merchandise must comply with the California State Division of Industrial Safety Orders and O.S.H.A. requirements. Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Relations. All machinery shall arrive at the work site in good, safe working condition.
- (c) Under no circumstances shall any repair work be conducted on any Contractor-owned machinery at the job site without the consent of the Director, or designee. All machinery shall be maintained according to the manufacturer specifications. Machinery, which has defective or missing safety devices, shall not be used at any time. Machinery shall not be used in unsafe environmental conditions. The exact number of people required by the manufacturer specifications shall operate all machinery. Generally accepted safety practices shall be used at all times.

- (d) Full compensation for conforming to the requirements of this section shall be considered as included in the lump sum contract price and no additional compensation shall be allowed therefore.

104 **Emergencies**

- (a) Contractor shall be responsible for responding to all emergencies within two (2) hours of notification by the City during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday.

105 **Sound Control**

- (a) Sound control shall conform to the provisions in Section 7-1.01N, "Sound Control Requirements," of the Caltrans Standards and these special Provisions.
- (b) The noise level from the contractor's operations, between the hours of 7:00 A.M. and 7:00 P.M. shall not exceed 86 DBA at a distance of 50 feet. This requirement in no way relieves the contractor from responsibility for complying with local ordinances regulating noise levels. Said noise level requirements shall apply to all equipment on the job or related to the job including, but not limited to; trucks, blowers, flexible line trimmers, mowers or other equipment which may or may not be owned by the contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of the public or personnel.
- (c) Full compensation for conforming to the requirements of this section shall be considered as included in the lump sum contract price and no additional compensation shall be allowed therefore.

106 **Access and Public Safety**

- (a) This section defines the Contractor's responsibility with regard to convenience and safety of the public in connection with his operations. The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public and he shall have under construction no greater length or amount of work than he can prosecute properly with due regard to the rights of the public.
- (b) The Contractor shall conduct the work required in such a manner as to cause the least amount of interference with the general operation of the City. The City will designate certain hours where power equipment use will be limited during certain hours.
- (c) Convenient access to areas within the facilities shall be maintained allowing free access in and out of the public areas. Pedestrian routes and barrier methods are subject to approval by the City. The Contractor shall maintain, at all times through the work area, a safe route for pedestrians which will not direct pedestrians into

vehicular traffic. Full compensation for conforming to the provisions of these Special Provisions including; furnishing all labor, materials, supplies, signs, lights, tools, equipment, and incidentals, the labor and the materials, for all the work involved, including maintenance of the equipment, installation and removal of the equipment, as specified herein, and as directed by the Director, or designee shall be considered as included in the contract price and no additional compensation will be allowed therefore.

107 Temporary Storage of Material and Equipment

- (a) No material or equipment shall be stored where it will interfere with the free and safe passage of the public. At the end of each day's work and at other times when maintenance operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from the work site.

108 Change Orders

- (a) 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

109 Extra Work

- (a) 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.
- (b) 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 mutually agreed to between the Contractor and the City.
- (c) 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. Any extra work shall be performed in a manner and time that does not negate the normal contracted work and schedule. The City reserves the right to have other contractors perform extra work. Irrigation repairs performed as extra work must meet the City's irrigations standards.
- (d) Payment for extra work performed shall be as agreed to by the Contractor and the City using the Extra Work Unit pricing submitted by the Contractor during the RFP

process. Mark up for Compensation for material will be requested in the Extra Work Unit pricing. City may request that Contractor provide invoice copies for material or employee timesheets for labor at the extra work rate.

- (e) The City may choose to have the contractor perform the extra work at the Hourly Rate for Extra Work

TECHNICAL SPECIFICATIONS

200 – TURF MAINTENANCE

201 Mowing

- a) 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. Mowing patterns will be changed weekly or however necessary to avoid rutting. All grass clippings shall be picked up and removed from the site and properly recycled.
- b) Turf shall be mowed at a height appropriate for the species of the turf:

1. Tall fescue	2-3"
2. Bluegrass, ryegrass, red fescue	1.5-2.5"
3. Dichondra, Bermuda grass	0.5-1.0"
- c) At no time shall more than 1/3 of the height be removed at any mowing.
- d) Turf shall be mowed a minimum of once per week during the growing season (March through October). During the months of November through February, turf shall be mowed twice per month – generally every other week.
- e) ~~The Civic Center will be mowed every week. The City shall set the mowing schedule and provide that to the Contractor. Civic Center must be mowed with a walk behind mower that bags the clippings. Ride on mowers are not allowed at Civic Center.~~ NOTE: The Civic Center is not a part of the Turf Mowing contract.
- f) 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 at the Contractor's expense.
- g) Prior to mowing, the contractor shall ensure that the mower is clean so that no roots, stolons, seeds or crowns of foreign grasses are introduced.
- h) Turf shall be maintained in a healthy, superior condition with a crisp, clean appearance, with uniform density and no bare spots (Contractor is responsible for fixing bare areas due to scalping from the mower).

202 Edging

- (a) All turf areas shall be cleanly edged to the inside (turfside) edge of any concrete or asphalt interface. All turf growing along public sidewalks and walkways shall be edged to maintain a crisp, clean edge along all such structures.
- (b) Grass shall be kept from overgrowing sprinkler heads and irrigation boxes.
- (c) Edging shall also include trimming grass around trees, poles, utilities, and any other concrete pads within or immediately adjacent to the turf areas. Edging around tree's must be performed with caution to ensure the bark is not damaged. Contractor may be held

responsible to replace tree's that have been girdled due to improper trimming. If a tree is girdled more than 30% the contractor will be held responsible for replacement with a new tree of comparable size as large as 48" box.

- (d) Edging shall be done concurrently with the mowing schedule [see above] Edging shall be done using power edgers or by hand. Soil sterilants or other herbicides shall not be used for edging.
- (e) Edging must be performed at a 90 degree angle to the grass and not tapered or angle cut.

203 Aeration: Extra Work – On Call – As Needed- PreApproval by City

- (a) This service is an on call, as needed basis and will be requested by the City of San Leandro.
- (b) Scheduling of this service will be determined between the contractor and the City.
- (c) Aerate using hollow tine, slicing, deep tine, or shatter tine to promote increased porosity in the soil to increase oxygen, water, and nutrient uptake for plants in turf areas
- (d) A minimum of two passes (aggressive aeration) in perpendicular directions shall be performed each aeration event.
- (e) When core aerating, a steel mat shall be dragged during core aeration to help break up cores, level low spots, and return loose soil into the aeration holes.
- (f) Turf should be actively growing when aggressive aeration is practiced.
- (g) The contractor is required to flag all sprinklers prior to starting Aeration at all sites. Flags cannot be put out early or left later given that there may be use of the fields/turf area.

204 Weed Control and Abatement -Also See Section 600a

- (a) Weed abatement consists of spraying, pulling and/or cutting weeds on an as deemed necessary for the sites listed.
- (b) Contractor may be required to use blue dye to identify areas that have been sprayed as well as reduce the amount of chemicals being used.
- (c) Non-Selective herbicide is not allowed in ground cover or turf areas

205 Trash Removal

- (a) Pick up and remove trash and debris from turf areas before prior to mowing to avoid shredding and dispersal of these materials.
- (b) See Section A-7 (700)

206 Clippings

- (a) Remove all grass clippings from sidewalks, driveways, building entries, doorways and parking areas at community sites. All clippings and debris must be picked up and disposed of properly.
- (b) Mulching mowers shall be used. The City practices grass-cycling. Rows and clumps of grass shall not be allowed to remain on turf.

- (c) For any green waste materials that are not left on site, Contractor is responsible for recycling. All green waste cuttings, turf clippings, weeds, leaves, and other yard wastes shall be delivered to a certified compost facility designed to handle green waste. Under no circumstance shall Contractor dispose of any refuse, recyclables, or green waste that was not generated from the performance of this Contract in City supplied solid waste containers or recycling bins.

207 **Leaf Removal**

- a) During leaf season, Contractor shall remove leaves from turf areas prior to mowing.
 b) Rakes are preferred for leaf removal over blowers at the following sites: ~~Civic Center, interior courtyards in City Facilities, libraries.~~ The City will provide a list where use of power equipment is not allowed or during times/days it is not allowed.
 c) Leaf litter shall not be allowed to accumulate to the point that it will damage turf, block irrigation heads.
 d) Also See Section A-7 (700)

208 **Fertilization - Extra Work – On Call – As Needed- PreApproval by City**

- (a) Turf fertilization shall be performed on an on call/requested basis. Pricing to fertilize all turf within the scope of this contract shall be requested during the RFP process.
 (b) Fertilization shall be with a slow release, non-water-soluble, high nitrogen fertilizer. Chemical composition shall be approved by the City prior to application. All excess chemicals shall be cleaned from benches, tables, BBQs, and pathways.
 (c) 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.
 (d) Weed & feed, fertilization and aeration shall be done within 30 days of the City's request.

209 **DeThatching- Extra Work – On Call – As Needed- PreApproval by City**

210 **Edging/Clearing Sprinkler heads for Coverage** (Not a part of the Turf Mowing RFP)

- ~~(a) The edge of turf shall be trimmed or limited around all sprinklers (to provide maximum water coverage), valve boxes, meter boxes, back-flow devices, and other obstacles.
 (b) Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas shall be performed in a manner that ensures operational clearance.
 (c) Sprinkler heads shall be kept free of grass to allow for proper operation and coverage. This shall be performed by mechanical methods only, unless otherwise specified by City~~

211 **Maintain tree wells in turf areas**

- (a) Tree Wells: Contractor shall keep tree wells weed and litter free and mulched with a 3” deep layer to assist in suppressing weeds.
- (b) Adequate decomposed granite or wood mulch will be applied as necessary in the tree wells to insure a level surface with the surrounding concrete sidewalk. Mulch shall be clear of the tree’s root crown by at least 4 inches. Tree well diameters may vary dependent on location, size, and use zones of trees. A minimum of a 6 ft in diameter, or 3ft in all directions from the tree trunk shall be maintained unless otherwise directed by City Representative.
- (c) Contractor shall not spray tree suckers

**212 Overseeding and Top Dressing. - Extra Work – On Call – As Needed-
PreApproval by City**

- a) Areas with noticeable bare spots in a contiguous area (less than 75% -90% cover) shall be overseeded with the appropriate seed mix for consistency and sustainability.
- b) Topdressing. Soil used as topdressing material is to be consistent with existing soil texture where it is to be applied.
- c) Topdressing is to be used in non-athletic fields when soil tests or leveling needs determine the application.
- d) Filling Low Spots. Fill low spots with matching existing soil when filling noticeable depressions or holes. Compact to meet surrounding soil compaction.
- e) Mulching. Use riding mowers with mulch kits or decks to mulch leaves and debris in turf areas. Mulching is used to enhance the appearance of the area and return valuable nutrients to the soil. Mulching minimizes unnecessary hauling to the dump.
- f) Slit Seeding shall be done in both directions.

213 Irrigation System – See Section 600

NOTE: There is no irrigation work requested/provided as a part of the Turf Mowing RFP. Exception would be damage to irrigation heads caused by the mower shall be repaired by the contractor at contractor’s expense. The contractor shall notify the City’s representative if there are irrigation heads that are problematic [I.e. too high] that are likely to be damaged during mowing.

TECHNICAL SPECIFICATIONS

600 a **WEED CONTROL AND ABATEMENT - Turf Only**

601 **Definitions and Inclusions**

Weed abatement in non-turf areas throughout the park sites in the Turf Mowing RFP is included in the baseline monthly fee.

Broadleaf spraying and overseed of turf areas is an Extra Price. Broadleaf spraying and overseed tasks are bundled as one price on a per square foot price – See Extra Pricing Tab on Attachment D-6

602 **Weed Abatement/Spraying**

- a) 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. The city will provide the contractor a pesticide use report that shall be turned in to the city each month by the 5th.
- b) All non-turf areas in the Turf Mowing RFP are to be kept free of weeds and volunteer tree growth. **Free** of weeds shall mean that no more than 15% of the surface area shall contain weeds AND weeds shall not be allowed to reach a maximum height of 2 inches.
- c) Contractor will provide a per square foot price to conduct broad leaf treatments and overseeding in the turf. The City will determine if those areas can be added and will be considered extra work.
- d) When suitable and safe to do so the City may require the use of a metal blade on a trimmer rather than nylon line.
- e) Spraying :
 - i. 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 re-growth and/or summer weeds.
 - ii. At the City's discretion and request, dye may be used to denote areas that have been sprayed. (Blue dye may be used with the City's permission and the strength must be low enough so that it's barely noticeable to the trained eye. Normally in high traffic areas dye is not preferred but there are situations when it may be required.)
 - iii. Chemicals with a low, non-offensive odor are required to be used.
 - iv. It shall be the Contractor's responsibility to apply herbicides as necessary to keep all properties appropriately free of weeds throughout the year.

- v. Weeds (in non turf area) shall be sprayed and removed prior to them reaching a maximum height or diameter of two (2) inches. 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.
 - vi. It shall be the Contractor's responsibility to determine the most appropriate times of year to apply herbicides.
 - vii. It shall be the Contractor's responsibility to independently monitor all contract areas and perform touch-up spraying. Monitoring shall at a minimum include a weekly physical inspection of all spray areas. Touch-up spraying shall be required at any time that weed growth occurs. Thirty (30) days after application, if any weeds remain, Contractor shall remove by hand or have a second application applied at Contractor's cost.
 - viii. The Contractor shall use the necessary equipment in order to accomplish the work in a satisfactory manner. The Contractor shall arrange 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.
 - ix. The Contractor shall supply water for the chemical mix. No reclaimed water may be utilized. Well water from City Parks is encouraged for use for spraying at no extra cost. (Washington Manor, San Leandro Ball Park, Thrasher, Cherry Grove, Siempre Verde and Halcyon Parks)
 - x. Care must be taken to prevent drift both above ground and through the soil. Low pressure is encouraged. If any plant material or grass dies as a result of drift on City or private property, the die back must be restored by the contractor at no extra cost.
- f) The materials used by the Contractor must be of such composition and of sufficient strength to kill weeds. The chemicals used shall not be toxic or harmful in any manner to animals or human beings when used in prescribed manner.
- g) The materials used shall not harm desirable vegetation such as trees or turf.
- h) The materials used shall not be flammable or leave an oily residue that will discolor or leave a slippery film on sidewalks and curbs.
- i) The City may at any time during the spraying operation take samples to check materials being used.
- j) 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 all growth from the area within the limits of the spray application.

- k) Pre-Emergent Applications (in non-turf areas): Where appropriate pre-emergent shall be applied before winter rains. This must be done to help reduce the need for multiple applications of additional pesticides to the site and avoid the use of power tools to knock down weeds. Contractor shall advise City when the pre emergent is scheduled to be applied. Use of irrigation systems may be used.
- l) To enforce the most effective weed abatement program, the City will compensate for weed abatement services as a *bundled part of the monthly service fee* proposed by the Contractors and not as a per application fee.
- m) Extra Work for broad leaf spraying/overseed will be calculated as Per Square Foot depending on the type of treatment needed. The contractor shall be compensated once for the service regardless of how many treatments are needed.
- n) To that end, it is highly recommended that the Contractor utilize BMP's and highly effective measures for weed abatement to ensure compliance with the standards and specifications in this RFP.

603 **Mowing Weed Areas – Non Irrigated Areas**

- ~~(a) Mowing shall be performed as directed by the City. Weeds will be mowed with a flail (Self Mulching) mower to a maximum height of 2".~~
- ~~(b) It is the intention of this specification to provide for mulching as would be furnished by a Self Mulching 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.~~
- ~~(c) The Contractor shall sweep sidewalks and roadways of plant material after cutting to maintain a clean, neat condition.~~
- ~~(d) After equipment is used in a weed abatement area that equipment must be cleaned, and mower decks must be washed prior to mowing turf.~~

604 **Herbicide Application – Turf Maintenance**

- a) Utilize IPM/BMPs to encourage a strong turf management program and minimize the use of herbicides. General use classified pesticides will be used for turf and ornamental applications. Applications will be made to maximize the use of the herbicide while minimizing the exposure to the public
- b) In accordance with the City's sustainability goals, apply integrated pest management best practices

- c) Post areas using City approved signage 72 hours before spraying and leaving in place 72 hours afterwards to warn park users. No weed abatement is anticipated at school sites, however, if that changes, required postings and application hours will apply.
- d) Store herbicides in OSHA approved containers.
- e) Wear appropriate protective clothing while applying
- f) Use non-selective herbicides to kill grass and weeds that are growing in cracks, around posts, along fence lines, along curb and gutters, or in other identified areas where no vegetation is desired
- g) Use pre-emergent herbicides to control the germination and spread of broadleaf weeds in plant beds and turf areas
- h) Use post-emergent herbicides to control emergent broadleaf weeds that are currently in plant beds or turf areas

605 Weed Abatement Application

- a) Contractor shall be responsible for coordinating all weed abatement activity with City designee. City parks are heavily used for scheduled and passive recreation use so scheduling weed abatement in turf areas is very important. An annual/anticipated calendar of weed abatement activities shall be submitted by the Contractor and approved by the City.
- b) Contractor shall establish a uniform time schedule for performance of routine work.
- c) In addition to the annual weed abatement calendar and schedule, contractor shall also provide 24-hour notification to the City.
- d) In the event of complaints by a park user, the Contractor shall contact the Parks Supervisor.

TECHNICAL SPECIFICATIONS

700 - General Clean Up

701 – Trash, Litter, Leaves and Other Debris

- (a) Litter, trash, leaves, clippings, and other debris shall be removed from the work sites prior to mowing. Unless otherwise specified, baseline service for trash, litter and debris in the turf areas is prior to each mow service.
- (b) At no time will Contractor be allowed to blow grass cuttings/debris into public streets or gutters without sweeping or vacuuming up the grass cuttings/debris before departing that area of the site. Contractor shall remove all debris resulting from the maintenance operations and dispose of it off site.
- (c) Debris from the turf including clippings shall not be blown into the adjacent landscape but picked up and removed from the site. All walkways will be kept clean/clear of turf debris at all times. Care shall be taken not to create unnecessary hazards to foot traffic. The contractor shall remove all branches and debris resulting from inclement weather as needed prior to mowing.
- (d) The City may withhold funds to cover the clean-up of debris blown onto the street, parking lot or other areas of the park that it is not cleaned up before departing the site. Reimbursement may include but not limited to all staff time associated with the mobilization and clean up by City staff. Example, if the contractor blows debris out onto the streets and departs the site. City staff notices the debris and no contractor onsite a minimum of \$100.00 will be withheld for the clean up. If mobilization and clean up costs are greater than \$100.00 that larger amount will be deducted from the contractors next monthly payment.
- (e) ~~Trash Cleanup – Attachment D-6 outlines frequency of service outside of the Baseline Service to maintain a neat and clean appearance.. Unless otherwise specified, baseline service for trash, litter and debris is monthly AND during every service visit for other landscape areas.~~
 - i) ~~Parking lot trash shall include trash cleanup in the lot, bordering gutters, and landscape but not the emptying of trashcans.~~
 - ii) ~~Trash cleanup shall include the removal and disposal of signage placed within the site boundaries such as notification of garage sales, missing pets, etc.~~
 - iii) ~~Any paper, weeds, cans or other litter found in groundcover or shrub beds shall be removed and disposed of during each site visit.~~
 - iv) ~~Contractor is not required to remove trash from parking lots at the Marina Shoreline.~~
- (f) Green Waste cannot be sent to landfilled per Alameda County regulation and must be properly recycled at an authorized transfer station or composting facility. Litter that is recyclable must be recycled.
- (g) 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.

TECHNICAL SPECIFICATIONS

800- Proposal Requirements and Award of Bid

In addition to the Requirements, Conditions, Deliverables outlined in the Request for Proposal Document, the following proposal requirements apply.

801 Proposers' Qualifications/Experience

- (a) Offers will be accepted only from Proposers who have significant experience in providing maintenance work specified herein. Proposals must include definitive information regarding the experience and qualifications of the proposing firm. Offers will be accepted only from proposers who have an adequate number of trained service personnel employed to provide satisfactory service to all locations specified under the proposal specifications and subsequent contract award.
- (b) No proposal will be accepted from or contract awarded to a contractor who is not licensed in accordance with the law. The contractor may be required, before the award of any contract, to show, to the complete satisfaction of the City, that it has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory manner.
- (c) The City may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the City all information requested for this purpose.

802 Cost Proposal - See RFP

803 Examination of Specifications, Sites and Contract Requirements

- (a) Proposer shall examine carefully the sites where the services are to be provided, the specifications, and the Request for Proposal, Bid Price Schedule and contract forms therefore.
- (b) The submission of a Proposal shall be conclusive evidence that the Proposer has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirement of the Request for Proposal, specifications, and the contract.
- (c) When applicable, maps are provided and attached as illustrative of the area of work and may not include exact boundaries. However, the City in good faith, agrees that mapping is generally correct.
- (d) Any measurements given in the Request for Qualifications and Bid Pricing for such items as curb miles, square footage, linear feet, etc. are approximate only and are given as a basis for the comparison of Proposals.
- (e) It is required that Bidders familiarize themselves with the areas of services prior to the time of bidding independent of the site visit/Pre-Bid informational meeting that the City will hold.

804 Technical Proposals

Proposers are required to provide a description of the manner in which the requested service is to be provided, including any plans to increase equipment and/or staff, or any other changes that will take place between the time of bid and the time of contract execution. Attachment D-2 provides a list of the necessary information. At a minimum, this should include the following components:

804(a) Transition Plan

Proposers shall provide a detailed “Initial Transition Plan” that sufficiently describes the plans and schedule of events leading up to the provision of the maintenance services in no more than three (3) pages. The Proposer should be able to demonstrate that there is sufficient planning and resources to add this contract to the company’s work, and to be able to demonstrate an understanding of how to initiate a new, large contract. Transition plan shall address the contractor’s acknowledgement of currently owned equipment and vehicles inventory sufficient to perform the duties, or contractor’s acknowledgement of the need to purchase equipment and vehicles sufficient to perform the duties.

804(b) Proposed Methodology

- i. Attach an explanation on how your company will provide the requested services as specified.
- ii. In no more than three (3) pages include a description of how the project will be staffed (include size of crew, number of employees, including dedicated supervisors, equipment, number of days, etc.), as well as how your company will adjust to changing circumstances such as inclement weather, special events, holidays, traffic conditions, unscheduled employee absences.
- iii. **Submit a proposed sample schedule** for the completion of the maintenance services.

804(c) Quality Control Measures

- i. Attach a detailed description of your Quality Control Program in no more than two (2) pages detailing how your company will ensure that the specifications will be met efficiently and effectively, **including any GPS/PDA or live-time software for tracking work.**
- ii. Include methodology on how you will communicate problems, what steps you will take to prevent or minimize potential service issues.
- iii. Explain how your company will respond to inquiries or complaints reported by the City, including your current e-mail capability to receive online maintenance requests from the City.
- iv. Other issues to address are response time to correct deficiencies, and employee training and recognition programs

804(d) Experience/Education of Key Management

- (a) Proposer must identify and provide resumes for key staff proposed for the service identified herein. Provide a list of all management team members with experience assigned to this project **AND** attach a one (1) page resume for each management team member presented for this project, displaying the required qualifications, per the Scope of Work and Specifications (attached as Exhibit A).

804(e) Experience of Staff

- (a) Proposer must provide descriptions of the experience of the maintenance crew, including supervisors, operators, field staff/laborers, etc. Explain the level of authority that the staff exercises regarding making decisions in the field. Provide a list of all key staff members with experience that will be available for these services (supervisors, crew leaders, specialists, operators, and crew) **AND** attach a one (1) page resume for each key staff member presented for these services. Resumes should address any qualifications required, per the Scope of Work and the Technical Specifications.

805 Addenda

- (a) The Director, or designee may, when deemed necessary, and at a time prior to the closing date and time, issue addenda to the Specifications to amend, clarify or correct matter contained therein.
- (b) Such addenda shall constitute a part of said Specifications and shall be equally binding with them.
- (c) Addenda will be forwarded to all prospective Bidders, insofar as they are known to the Director, or designee, as well as posted to the City's website.

806 Proposal Withdrawal

- (a) Proposers submitting a Proposal may make a written request to the Purchasing Technician , or designee prior to the closing period to amend a Proposal without penalty.
- (b) Proposals cannot be amended after the acceptance date and time even if the amendment does not affect the quality, quantity or delivery of services.
- (c) A proposal presented to the City of San Leandro may be withdrawn prior to the closing date and time. A written request for withdrawal made to the Purchasing Technician, or designee and signed by the Proposer will be accepted up to the closing date and time. Once withdrawn, the proposal cannot be resubmitted. A Proposer who has withdrawn their Proposal may not work as a subcontractor for the Contractor awarded the contract.

807 Relief of Proposer

- (a) If the Proposer claims a mistake was made in his proposal, the Proposer shall give the City written notice within five (5) days after the closing date and time of the acceptance of the alleged mistake, specifying in the notice in detail how the mistake occurred.

808 Rejection of Proposals

- (a) Proposals may be rejected if they show any alteration of form, additions not called for, conditions to the specification, incomplete forms and/or content, erasures, or irregularities of any kind.
- (b) The City reserves the right to reject any or all Proposals for improper form upon finding the Proposer to be irresponsible or incompetent, collusion, inability to perform the contract, lack of or poor response from references, or any other reason found to be detrimental to the City's interest or welfare.
- (c) Neither the City nor the Director, or designee shall be deemed responsible for any oral clarification, nor will it be binding.

809 Reference Checks and Proposal Review

- (a) The City will check the Proposer(s) references in order to determine that the Proposer(s) are “responsible” and capable of performing the requirements of the contract. It is the responsibility of the Proposer to provide current contact information for all references.
- (b) Interviews may be held with the Proposer(s) to confirm information submitted in proposal documents, including requirements, methodology for performing services; as well as present any additional information and answer any clarifying questions by the panel.
- (c) During the interviews, the City would expect to meet the Project Manager, Principal(s)/Owners Rep, day-to-day Supervisor and any other staff that have a critical role in successful implementation of the contract.
- (d) The Proposer(s) may be disqualified at any point of the selection process, if it is found that items submitted in the proposal are incomplete, incorrect, or are found to be untrue or unresponsive, or if it is determined that the bidder is incapable of performing the services, as requested.

810 Evaluation of Proposals, Qualifications and Deeming Contractors as Qualified

Proposals will be reviewed by a panel and deemed either qualified or not qualified to perform the work, based on the proposal content, response to Technical Proposals and per the following criteria:

- (a) Ability of the Contractor to provide innovative approaches and techniques in the delivery of services and partnering with the City to reach high quality outcomes.
- (b) Demonstration of exceptional ability to provide a high level of quality service standards under similar conditions to institutions, private or public of similar size and area requirements.
- (c) Quality and performance assessments of work quality and working relationships with current and recent clients that indicate high levels of satisfaction and effectiveness.
- (d) Proven competencies in the delivery of effective and efficient maintenance services and implementation of best management practices.
- (e) Policies that provide highly trained, competent staff at every level of the organization.
- (f) Demonstration of a high level of stability and long-term high-quality performance of the Contractor.

- (g) Well organized communication systems and electronic reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City.
- (h) A high level of competence, knowledge and expertise in the area of landscape maintenance, turf maintenance, turf health and to a lesser degree - irrigation systems, water management.
- (i) Demonstration of the ability to provide the necessary equipment and personnel to perform the services by the start of the contract.
- (j) A complete/legible proposal package

811 Award of Contract(s)

- (a) The City reserves the right to negotiate multiple contracts and rates with the qualified Proposers(s), if such negotiation is in the City's best interest.
- (b) The goal of negotiation is to agree on a final contract that delivers to the City the services required at a fair and reasonable cost that fits best with the preferred method of service provisions, and within the approved operating budget, as approved by City Council.
- (c) The negotiation process will continue, as necessary, until successful contracts are reached, or until staff makes a recommendation to reject all Proposals.
- (d) It is the City's intention to award at least two contracts for the areas/locations of service outlined , as determined by the panel. Areas may be split by geographic area [north/south, east/west] or by maintenance type: medians which are predominantly roadways, or city facilities].
- (e) Extra pricing will apply to all contract areas.

812 Future Changes to the Scope of Work

812(a) Changes Initiated by the City

- (a) The City reserves the right to add, delete or change areas under the Agreement and may do so upon giving written notice to the Contractor.
- (b) Money not appropriated by City Council to implement the agreement may result in modification, cancellation, reduction in scope, and/or reduction in compensation.
- (c) If these changes cause an increase or a reduction in the maintenance costs included in this agreement, they shall be readjusted and, when agreed upon, incorporated into an Amendment to the Agreement.
- (d) If new areas are added to the Contract, the City expects that any unit pricing in the contract will be used in the new costs associated with any new areas.
- (e) Over the life of the agreement, the City expects to add new maintenance areas and delete some areas for maintenance. A per square foot price from comparable existing maintenance areas will be calculated and pricing for new areas will be added and pricing for areas removed will be deducted using the per square foot pricing of comparable/similar areas.

812(b) Changes Requested by the Contractor

- (a) Changes requested in the specifications shall be made in writing.
- (b) Approved changes shall be made by written amendment to the agreement between the Contractor and City at a reduction in cost or at no additional cost to the City.
- (c) Nothing herein shall be construed as granting a right to the Contractor to demand acceptance of such changes.

813 Notice to Proceed

The City will issue a Notice to Proceed for additional/extra work, such as addition of new service areas, special projects, and repairs, stating the dollar value of the additional work and timeframe required for completion.

In the case of a maintenance agreement, should additional work not be covered under the annual contingency, the additional work must be agreed upon through a signed amendment to the original agreement.

814 Extra Work

New and unforeseen work will be classed as extra work when determined by the Director or designee that such work is not covered by any of the various items for which there is a bid price or by combination of such items. In the event portions of such work are determined by the Director or designee to be covered by none of the various items for which there is a bid price or combination of such items, the remaining portion of such work will be classed as extra work. Extra work also includes work specifically designated as extra work in the Specifications.

The Contractor shall do such extra work and furnish labor, materials and equipment therefore upon receipt of a written supplemental agreement between the Contractor and City or other written order of the Director or designee. The Contractor shall not be entitled to payment without an approved written order of the Director or designee.

TECHNICAL SPECIFICATIONS

900 - MISCELLANEOUS

901 Public Safety

- (a) The Contractor shall conduct maintenance operations to offer the least possible obstruction to the public and to abutting property owners.
- (b) 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.
- (c) If a hazardous condition is observed and the City notifies the Contractor either directly or by telephone, the Contractor shall correct the condition immediately.
- (d) 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.
- (e) Full compliance with this section shall be considered as included in the contract price paid and no separate payment will be made therefore.

902 Traffic Control

- (a) The Contractor shall adhere to all Cal-OSHA and Department of Transportation standards and requirements and take all necessary safety precautions to ensure that maintenance work does not endanger the health and safety of the public or cause hazards to the safety of landscape maintenance employees. Construction signs, lights, barricades, etc. shall conform to the latest revision of the Manual of Uniform Traffic Control Devices, by the California Department of Transportation.
- (b) Traffic lanes shall be kept clear 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 street parking or public parking lots.
- (c) If a vehicle must be parked for loading and unloading of materials and equipment, that should be done 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.

- (d) Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall, 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 the Contractor's employees. The Contractor shall also furnish such flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to the public. All flagging costs shall be born solely by the Contractor.
- (e) 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.
- (f) Pedestrian travel shall be maintained 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.
- (g) Contractor shall be required to provide a list of IMSA or equivalent certified personnel responsible for compliance, including copies of certifications. Costs associated with recertification and training shall be borne by the Contractor.
- (h) Depending on the nature of the work, and the extent of work that impedes the public roadway, the Contractor may be requested to submit a traffic control plan for review and approval by the City.
- (i) *NOTE: The City does not anticipate the need for road or lane closures as a part of the Turf Mowing contract for City Parks. Other provisions of Section 900 apply.*

903 Fuel Conservation and Low Emission Equipment

- (a) The Contractor shall 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 the smallest, most fuel-efficient equipment to accomplish the work; consider vehicles that operate on natural gas or biodiesel; maintain equipment properly and keep it well-tuned; and emphasize employee carpooling to jobsites. All blowers shall be 4-stroke to help reduce noise complaints.
- (b) Contractor shall be responsible for laws governing the use of gas-powered motors/engines, and must at their own cost, purchase and deploy new non-gas-powered equipment per the guidelines and deadlines in the law.

904 Use Local Products and Supplies

- (a) The Contractor shall use local products and suppliers to the extent possible.

905 Equipment Refueling and Repair

- (a) The Contractor shall refuel 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 shall 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.
- (b) Repair of equipment on site shall be limited and shall be considered minor repair to keep the equipment operating during the site visit. Major repairs shall be conducted at the Contractor's work site.

906 Lost and Found

- (a) Personal property found by the Contractor on City property or in public right-of-way shall be reported to the Public Works representative immediately and turned into the Public Works Department on the same day that the property is found. Public Works can be contacted at 510-577-3440 to verify access to Service Center on Chapman Road.

907 Location Maps provided by the City

- a) The City has created maps [Google Earth View] depicting locations for services. These maps should be used as a reference, but not as a substitution for site visits by the Contractors to view current conditions, square footages, etc. The City has also provided illustrative park maps that were developed for City publicity purposes which may also be useful.
- b) The City is not responsible for any missing location or inaccuracies. These are designed to aid the submittal of a Proposal and not to be used in lieu of site visits and in person observations by the Proposers.
- c) ~~The Median Location maps have been created using maps provided by EBMUD in the Water Budget reports and therefore only show irrigated areas and square footages of irrigated areas. They do not represent the entirety of the area to be maintained.~~