

REQUEST FOR BID

LANDSCAPE MAINTENANCE OF MEDIAN STRIPS AND SPECIAL AREAS P.W. 03-17-23

CITY OF ALAMEDA

April 2017

Prebid Meeting: No Prebid Meeting for this Project

Bid Opening Date: Tuesday, May 2, 2017

Time: 2:01 p.m.

Location: City Hall West
Public Works Department
950 W. Mall Square #110
Alameda, CA 94501

Service Start Date: July 1, 2017

Contact:

Jesse Barajas, Project Manager
City of Alameda
Public Works Department
950 W. Mall Square #110
Alameda, CA 94501
Phone: (510) 747-7966 / Fax: (510) 769-6030

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Attachment

- Exhibit A – Scope of Work
- Exhibit B – Bid Proposal
- Exhibit C – Standard Contract
- Exhibit D – Stormwater Management Plan
- Exhibit E – Landscape Weekly Report Sample
- Exhibit F – Site Map

I. INTRODUCTION

The City of Alameda ("City") is requesting Bids from qualified service providers to provide landscape maintenance of specified median strips and special areas in various locations in Alameda.

A. Background.

The City of Alameda is a charter city with a population of over 75,000. This project is to be compliant with the City of Alameda Specifications, Special Provisions and Plans. The project will include providing landscape maintenance of median strips and special areas at various locations within the City of Alameda.

B. Purpose of the Request.

The City desires to obtain bids from qualified service providers to perform landscape maintenance of median strips and special areas in various locations in Alameda as identified in Exhibit A (Scope of Work).

II. SCOPE OF SERVICES

The work to be done consists of providing landscape maintenance of median strips and special areas as identified in Exhibit A (attached hereto and included herein by reference).

All work to be done in conformance with the specifications as required by the Public Works Project Manager.

The Service Provider shall include all work necessary to make the job complete as herein specified. The areas, as identified, are approximate locations only and are provided to acquaint the Service Provider with the general overall scope of the work sites involved.

The upkeep and watering of Parkway trees adjacent to site maintained, including tree skirting for pedestrian access.

Graffiti abatement within the site, reporting deficiencies, preparing documented reports to Public Works Project Manager on condition and status of site (using photos) during weekly meetings.

Spreading mulch on all sites to reduce pesticide use and conforming to NPDES standards for new IPM metrics.

Service Provider will be required to remove and replace all plants which perish due to maintenance neglect, plants replacement s will be of comparable nursery size.

Equipment will meet all NPDES and CARB emissions mandates and in good to excellent operating conditions.

Written irrigation inspection reports are due at the weekly meeting.

All correspondences are channeled through the Public Works Project Manager, any special accommodations will incur administrative costs.

All CPI increases are at the discretion of the City Public Works Director.

Attached as Exhibit A is a list of major work tasks that should be accomplished as part of the scope of work. Please complete the attached **Exhibit B (Bid Proposal)** and return to the City per directions in Section V. If you have any questions, please contact:

Jesse Barajas, Project Manager
City of Alameda
Public Works Department
950 W. Mall Square #110
Alameda, CA 94501
Ph: 510-747-7900
Email: jbarajas@alamedaca.gov

III. BID FORMAT

All Bids shall include the following minimum information:

A. Proposed Project Schedule.

The project will begin on July 1, 2017 and end on June 30, 2018. Once awarded, this contract may be mutually extended on a year-by-year basis, for up to four (4) additional years, based on satisfactory performance of all aspects of this contract. The Public Works Director shall, on or before April 1, submit written notice that the contract is to be extended upon the same terms and costs (plus an annual increase to consumer price index for the San Francisco Bay Area appropriate to the trades associated with the work for the previous calendar year) as the existing contract. In the event of a delay, the City reserves the right to hold the Service Provider to its bid for 90 days from the date the contract is awarded.

IV. SELECTION PROCESS

A. Qualifications.

All Bids received by the due date will be evaluated by the City. Only information which is received in response to the Request for Bid will be evaluated.

B. Selection Criteria.

The City will select the most qualified Bid per the City's Administrative Instruction AI5, which is the lowest responsive, responsible bid. A sample agreement is attached. The City reserves the right to reject all Bids.

C. Proposed Selection and Project Schedule.

Request for Bid Released: Tuesday, April 4, 2017
Bid Opening Date: Tuesday, May 2, 2017
Work starts: July 1, 2017

V. REQUEST FOR BID DUE DATE AND DELIVERY

One sealed Service Provider's Proposal, Exhibit B, including any Addendums, clearly marked with the project name "**Landscape Maintenance of Median Strips and Special Areas, P.W. 03-17-23**", should be submitted no later than:

2:00 p.m. on Tuesday, May 2, 2017

to the address below. All copies received by that time will be date and time stamped. Service Provider's Proposals will not be accepted after this time. Service Provider's Proposals should be addressed to:

**Jesse Barajas, Project Manager
City of Alameda
Public Works Department
950 W. Mall Square, Room 110
Alameda, CA 94501**

FAXed or Emailed Bids will not be accepted. Hand carried Service Provider's Proposals will be accepted at the above address.

VI. CONDITIONS OF REQUEST

A. General Conditions.

The City reserves the right to cancel or reject all or a portion or portions of the Service Provider's Proposal without notice. Further, the City makes no representations that any agreement will be awarded to any organization submitting a Service Provider's Proposal. The City reserves the right to reject any and all Service Provider's Proposals submitted in response to this request or any addenda thereto.

Any changes to the Request for Bid requirements will be made by written addendum put on the City of Alameda's website.

It is up to the Service Provider to check before the bid date that Service Provider has all paperwork to complete the bid. Do not rely upon third party providers of the original RFB to issue all addenda. Service Provider shall acknowledge receipt of all addenda on the Bid and those Bids that do not have acknowledgment of all addenda will be considered non-responsive.

B. Liability of Costs and Responsibility.

The City shall not be liable for any costs incurred in response to this Request for Bids. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the City harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the City of Alameda.

The selected organization will be required to assume responsibility for all services offered in the Service Provider's Proposal whether or not they possess them within their organization. The selected organization will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

C. Maintenance Provisions and Specifications

1. The City of Alameda assumes no responsibility for loss or damage to equipment owned or operated by the Service Provider, his agents, or employees.

2. The entire responsibility for any and all injury to the public, to individuals and to property resulting directly or indirectly from the performance of the work hereunder shall rest upon the Service Provider who shall indemnify and hold the City free and harmless from and against any and all liability expense, claims, costs, suits and damages arising out of the negligence or work on the part of the Service Provider to which the contract is awarded.

3. It is the intention of the City of Alameda to receive the highest quality of workmanship compatible with standard practices.

4. All work shall be performed by experienced personnel directly employed and supervised by the Service Provider. The Service Provider shall provide management and technical supervision as required to implement the work. The Service Provider shall accompany the Public Works Project Manager or designated representative on an inspection tour as needed for evaluation of the work.

5. The Service Provider shall be responsible for the skills, methods and actions of his employees and for all work done.

6. The Service Provider shall replace at his own expense, any lawn area or other plant material requiring replacement due to negligence on his part in improper maintenance. This requirement is not to be construed as requiring the Service Provider to replace plants or entire lawns due to conditions totally beyond his control, but is considered strictly as normal maintenance condition in accordance with accepted practice.

7. The Service Provider shall perform the work herein provided for to the satisfaction of the Public Works Project Manager. The Public Works Project Manager will make inspections from time to time to determine the Service Provider's conformity with these specifications and the adequacy of the work being performed. The Service Provider shall be available for consultation with the Public Works Project Manager as needed.

8. Any unsafe condition in a City facility shall be reported immediately to the Public Works Project Manager or his authorized representative.

9. The Service Provider shall at all times furnish and maintain sufficient equipment as necessary to perform the work of this contract. Such equipment shall be subject to the inspection and approval of the Public Works Project Manager or his designated representative.

10. The Service Provider may not store equipment in, or have access to, any City storage facilities unless authorized by the Public Works Project Manager or designated representative.

11. It is the Service Provider's responsibility to carefully inspect and survey the work site(s) in order to ascertain prior to proposal submittal the peculiar difficulties encountered due to the nature of the work site(s). No adjustments in payment or other contract provisions will be made due to failure on the part of the Service Provider to inspect the site(s) and otherwise inform himself as to the peculiar characteristics of the work site(s).

12. A maintenance form must be completed weekly. This form will be provided by the Maintenance Services Division.

13. The Public Works Project Manager shall have the authority to suspend the work wholly or in part for such period, as he may deem necessary. Such suspension shall not affect the contract price for such period.

14. The Service Provider must have a valid C-27 landscape Service Provider license.

15. The Service Provider must be equipped with a communication system that allows for reaching staff in the field.

16. The Service Provider shall provide an emergency phone number for landscape maintenance repairs, which may occur after normal working hours. The Service Provider will be expected to respond, by phone, within one (1) hour when contacted by the City of Alameda.

17. Service Provider will dispose of all clippings, trimmings and cuttings at the Alameda County Industries transfer station located at 610 Aladdin Avenue, San Leandro, CA 94577. Hours of operation are Monday through Friday, 8 a.m. to 5 p.m.

D. Operational Details

1. The Service Provider is responsible for providing all supervision, labor, material, equipment and transportation required to maintain the landscape in an attractive condition throughout the year as specified below.

2. The Service Provider's representatives should be experienced in landscape maintenance and preferably have an education in ornamental horticulture.

3. The Service Provider shall be able to repair or replace damage attributable to minor vandalism, storms, irrigation failure, etc., within seventy-two (72) hours.

4. The Service Provider shall also be able to repair and maintain all irrigation equipment including but not limited to valves, controllers, pipelines, low voltage electrical lines, etc., in a timely manner.

5. The Service Provider shall provide, at his expense, all necessary equipment, supplies, and material of good quality to fulfill the maintenance specifications at a professional level. The intent is to provide for minor repairs primarily to the irrigation system due to wear or malfunctioning parts, i.e., sprinkler heads, replacing washers, springs, small sections of pipe, etc. The City will pay for parts and equipment replacement due to vandalism or for major repairs of systems and plant replacement that are not related to the Service Provider's negligence. All vandalism damage exceeding one hundred dollars (\$100.00) must be accompanied by an Alameda Police Department report.

6. The City has authority for establishing hours of turf irrigation.

7. Should the City desire to have repairs or plant replacement due to vandalism, the City will pay for parts and plants.

8. City Hall is to be serviced first thing on Monday mornings. All work to be completed by 8:30a.m. Annual flower replacement is three (3) times per year. The Service Provider is to furnish and install six hundred seventy-two (672) four inch (4") annuals each planting and keep hedge trimmed at a height of eighteen inches (18") from ground level. Schedule for color change to be determined by the Public Works Project Manager.

9. Turf Care - The Service Provider shall maintain all turf areas by performing the following operations and other work incidental thereto.

a. Mowing. All turf areas shall be mowed weekly except for the period of November through February 15, during which time mowing will be done every two weeks depending on weather conditions. **Mowers shall be kept in proper adjustment.** Bruising or rough cutting of grass will not be permitted. Mowers will also be adjusted to and operated such that the grass is cut at uniform height. Scalping of mound areas will not be permitted. Paper, rubbish and debris shall be removed by the Service Provider prior to mowing. Turf shall be cut at a height of one and one-half inches (1-1/2") from November through February, and to a height of two inches (2") from March through October. Clippings may be left on lawn- cut without catcher. However, any clippings noticeably remaining on the lawn surface after twenty-four (24) hours shall be raked up and removed.

b. Trimming

i. All edges shall be trimmed after every other cutting, except at Mastick Senior Center, which will be at each mowing. This trimming shall include all areas along walls, fences, foundations, shrubs, curb, sidewalks, pathways, header boards, planters, tree trunks, poles, guy wires, or any other object within or immediately adjacent to the lawn areas.

ii. The trimming shall be done by power edger or by hand, but in no case shall soil sterilants or other type of weed killers be permitted without prior approval of the Public Works Project Manager or his designated representative.

iii. Care shall be taken to avoid damage to tree trunks, shrubs, sprinklers, buildings and other structures. Damage shall be reported to the Public Works Project Manager or his designated representative and repairs shall be made by the Service Provider.

c. Fertilization

i. Lawn: In early April and again in late September of each year, apply sixteen (16) pounds of 21-8-8 controlled Release Fertilizer per 1000 square feet of lawn. Apply ammonium sulfate or nitrate as required to keep the lawns healthy and green between scheduled fertilization periods.

ii. Ground Cover: In early April and again in late September, apply eight (8) pounds of 16-6-8 Turf Supreme per 1000 square feet of ground cover.

iii. Shrubs: All actively growing shrubs not yet at maturity shall be fertilized once per year in early March with complete fertilizer with systemic insecticide for the flowering and fascicle plants and controlled release fertilizer for non-flowering at such a rate to supply two and one-half (2-1/2) pounds of actual nitrogen per 1000 square feet beneath the drip line of the plant.

iv. Aeration of Turf: All turf grass areas shall be verified once each year in the last week of March prior to the April fertilization.

10. Irrigation

a. The Service Provider's routine maintenance responsibility for all irrigation systems shall begin at the discharge site of all electric remote control valves.

b. All irrigation systems and equipment which are the Service Provider's responsibility for routine maintenance shall be kept in proper operating condition at all times in order to ensure proper watering in all planted areas. All sprinkler heads shall be kept clean, adjusted, and in good working order to ensure coverage.

c. All irrigation breaks or malfunctions shall be reported as soon as possible to the Public Works Project Manager or his designated representative. All systems shall be checked twice per week and any broken pipe, fittings, risers, heads, etc., shall be repaired or replaced, in kind, as soon as possible, so that the irrigation schedule may continue uninterrupted.

d. The Service Provider shall repair all main lines, valves, electrical wiring or appurtenances damaged as a result of his work.

e. Primary watering will be done at night by automatic systems. Where automatic or manual irrigating systems exist, they shall be maintained and operated by the Service Provider in a manner, which promotes healthy growth while taking care not to waste water. Some hand watering may be necessary due to poor water coverage or malfunctioning sprinkler heads. The City will pay for water costs. Minor over seeding may also be necessary to maintain good turf (not to exceed one hundred (100) square feet.

f. Where there is no irrigation system, Service Provider will be required to use hoses and portable means of irrigating to promote healthy growth in landscaped areas.

g. An updated timing sheet and valve locations shall be kept in each controller with a copy on file with the Public Works Project Manager or his designated representative.

h. A site map identifying stations shall be kept in each controller with a copy on file with the Public Works Project Manager or his designated representative.

11. Ground Cover

Ground cover, shrub areas, streetscape planters and streetscape planter bulb-outs shall be kept in a weed-free condition by weed removal and cultivation and/or the use of proper herbicides applied per manufacturer's directions after approval of the Public Works Project Manager or his designated representative. Any plants lost or damaged during weed control operations shall be replaced with the same varieties and spacing as originally planted.

Insecticides will be applied by the Service Provider only when approved by the Public Works Project Manager or his designated representative.

12. Pruning (Shrubs)

The general objectives of pruning of the shrubs are to maintain a natural appearance; to eliminate disease or damaged growth; and to select and develop permanent branches.

a. All shrubs located in the following medians at the following intersecting streets within sixty feet (60') of curb facing intersection shall be kept at a height of two feet (2') from street level for traffic visibility:

Tilden Way and Fernside Boulevard
Lincoln Avenue and Sherman Street
Lincoln Avenue and St. Charles Street
Lincoln Avenue and 8th Street
Constitution Way and Pacific Avenue
Atlantic Avenue and Webster Street
Constitution Way and Marina Village Parkway
Atlantic Avenue and Constitution Way
Lincoln Avenue and City Parking Lot
Ballena Boulevard and Tideway Drive
Gibbons Drive and Central Avenue

All other shrubs located in medians at intersecting streets which are within sixty feet (60') of curb facing intersection shall be kept at a height of four feet (4') from street level for traffic visibility.

b. Pinching or light shearing of terminal buds shall be allowed on selected shrub species to promote flowering/foilage. To prevent leginess (sparse lower branches), shrubs should be maintained with lower foliage wider than the upper foliage. This practice shall allow more light to reach lower foliage, preventing the loss of leaves to shading.

c. Shrubs shall be pruned when necessary to conform with the general objectives. Late winter/early spring shall be the time of year that general pruning shall be done. Minor pruning may be done at any time.

d. Shrubs located at the fountain at Encinal Avenue and High Street and at City Hall shall be kept at a height of eighteen inches (18"). Shrubs located along Park Street Streetscape planters and streetscape planter bulb-outs from Central Avenue to Webb Avenue, and along Webster Street Streetscape planters and streetscape planter bulb-outs from Central Avenue to Pacific Avenue, and along Fernside Boulevard planters and bulb-outs from Encinal Avenue to Washington Street, shall be kept at a height of two feet (2') from street level.

13. General Maintenance And Clean Up

- a. All clippings, trimmings, and cuttings shall be promptly removed from the site and disposed of at the Alameda County Industries transfer station located at 610 Aladdin Avenue, San Leandro, CA 94577. Hours of operation are Monday through Friday, 8:00a.m. to 5:00p.m.
- b. Grass cuttings shall be removed from all walkways and paved areas by vacuuming or blowing onto turf or other method of Service Provider's choice on the same day as the cutting.
- c. Any settling, washouts or damage due to Service Provider's vehicles or equipment shall be filled, graded, replanted, and repaired to original condition.
- d. Leaf blowers will only be operated between the hours of 8:00 a.m. to 4:30p.m., except at City Hall.
- e. Leaf blowers are to be used on median range settings unless a particular situation exists where more power is required, i.e., wet grass sticking to surface, extra heavy debris, etc. In these cases the high range may be used, but only intermittently.
- f. Leaf blowers shall not be used on designated "clean air" days.
- g. Lawn clippings or debris will be blown back onto the immediate lawn areas, or into piles in the street gutters and removed.

14. Irrigation Repairs

- a. Irrigation Heads
 - i. Head repairs to include all work necessary up to and including two inch (3") PVC tee, nipple/riser, sprinkler body, and nozzles.
 - ii. Replacement heads shall be Toro heads, 300 and 570 series, or hunter stream spray. Replacements shall match existing system and precipitation rates.
- b. Repair of Irrigation Supply Lines
 - i. Irrigation supply lines vary in size from 3/4" to 3", Sch. 40, on all mains.
 - ii. Repairs shall be made within seventy-two (72) hours, in a professional manner, according to manufacturer's specifications.
 - iii. All landscape disturbed during excavation shall be replaced to its original state.
- c. Repair of Irrigation Valves
 - i. All valves shall be checked twice per week. Any malfunction shall be repaired or replaced as soon as possible.
 - ii. Replacements shall be: Plastic- Hydro /Toro/Rainbird/Hardy; or Brass- Rainbird/Superior.

15. Spraying Weed Abatement

This section pertains to the application of herbicides for the purpose of weed abatement in special areas throughout the City of Alameda. All work must be performed with properly mixed chemicals and by a person with a current qualified applicator certificate/license in Alameda County.

E. Compliance with the City's Integrated Pest Management Policy:

The Contractor shall follow the requirements of the City's Integrated Pest Management (IPM) Policy to ensure the City is in compliance with its Municipal Regional Stormwater NPDES Permit, Order No. R2-2009-0074, issued by the California Regional Water Quality Control Board. Contractor shall follow the City's IPM Policy and utilize generally accepted IPM Best Management Practices (BMPs) to the maximum extent practicable for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.

Contractor will ensure that applicators will use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health. Contractor will consider the options or alternatives listed below in the following order, before recommending the use of or applying any pesticide on City property:

1. No controls (e.g., tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds)
2. Physical or mechanical controls (e.g., hand labor, mowing, exclusion)
3. Cultural controls (e.g., mulching, disking, alternative vegetation), good housekeeping (e.g. cleaning desk area)
4. Biological controls (e.g., natural enemies or predators)
5. Reduced-risk chemical controls (e.g., soaps or oils)
6. Other chemical controls

Contractor shall ensure that only appropriate licensed applicators who are authorized and trained in pesticide application and who shall implement the City department's IPM standard operating procedures may apply pesticides to or within City property.

Restricted Chemicals

The term pesticide applies to herbicides, insecticides, fungicides, rodenticides and other substances used to control pests. Antimicrobial agents are not included in this definition of pesticides.

Contractor shall avoid the use of pesticides that threaten water quality, human health and the environment. Thus, the Contractor shall not use or promote the use of the following chemicals:

1. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA),
2. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
3. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin),
4. Carbamates (e.g., carbaryl),
5. Fipronil,
6. Copper-based pesticides unless:
 - a) Their use is judicious,
 - b) Other approaches and techniques have been considered, and;
 - c) Threat of impact to water-quality is prevented.

General Pesticide Usage Practices

Contractor shall ensure implementation of the following practices:

1. All pesticide applications shall be performed according to the manufacturer's instructions as detailed on the product label, and in accordance with all applicable state and local laws and regulations set forth to protect the environment, the public, and the applicator; and properly dispose of unused pesticides and their containers.
2. Pesticides that are not approved for aquatic use will not be applied to areas immediately adjacent to water bodies where through drift, drainage, or erosion, there is a reasonable possibility of a pesticide being transported into surface water.
3. Applicators will always avoid applications of pesticides that directly contact water, unless the pesticide is registered under Federal and California law for aquatic use.
4. Obtain coverage under the Statewide General NPDES Permit prior to discharging pollutants from the use of aquatic pesticides directly to the waters of the United States, or onto aquatic plants growing in waters of the United States (as required by the State Water Quality Resources Control Board).

Posting of Warning Notices Prior to Pesticide Application

1. If a pesticide with a "Warning" or "Danger" label indicator must be applied, the Contractor shall post sufficient copies of warning notices (Notice of Scheduled Chemical Application for Pest Management) and MSDS to effectively alert the public (i.e., at all entrances to a building) no less than 48 hours in advance of the pesticide application. The warning notice must be completely filled out, including name of the pesticide (both chemical and brand name), time and date of application, and with a fully legible re-entry time.

Annual Pesticide Use Summary Report

Contractor shall track pesticide use on City properties and provide an annual pesticide use summary report of pesticide application on City properties. The annual pesticide use summary report shall be submitted to the City's Public Works Department Clean Water Program staff by a date to be determined in the scope of work and shall include the following information:

1. Product name and manufacturer
2. Active ingredient
3. The total quantity of each pesticide used during the prior fiscal year (from July 1 to June 30)
4. Target pest(s) for pesticide application(s).
5. Reasons for increases in use of pesticides that threaten water quality, specifically organophosphorous pesticides, pyrethroids, carbamates, fipronil, and copper-based pesticides.

Best Management Practices (BMPs)

To protect water quality, the Contractor shall implement the BMPs and control measures described below:

1. Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of pesticides and training of pest control advisors and applicators.
2. Use the most effective, least toxic pesticides that will do the job, provided there is a choice. The agency will take into consideration the LD50, overall risk to the applicator, and impact to the environment (chronic and acute effects).
3. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging pesticides in stormwater runoff. Avoid application of pesticides if rain is expected (this does not apply to the use of pre-emergent herbicide applications when required by the label for optimal results.)
4. Employ techniques to minimize off-target application (i.e. spray drift) of pesticides, including consideration of alternative application techniques. For example, when spraying is required, increase drop size, lower application pressure, use surfactants and adjuvants, use wick application, etc.
5. Apply pesticides only when wind speeds are low.
6. Mix and apply only as much material as is necessary for treatment. Calibrate application equipment prior to and during use to ensure desired application rate.
7. Do not mix or load pesticides in application equipment adjacent to a storm drain inlet, culvert, or watercourse.
8. Properly inspect applicator equipment to prevent accidental pesticide leaks, spills and hazards to applicators and the environment.
9. Meet local fire department and Alameda County Agricultural Commissioner storage requirements for pesticide products. Provide secondary containment for liquids if required.
10. Prepare spill kits, store the kits near pesticides, and train employees to use them.
11. Store pesticides and other chemicals indoors in a locked and posted storage unit, as per California Code of Regulations.
12. Store pesticides in labeled containers, as per California Code of Regulations.
13. Rinse empty pesticide/herbicide containers, and empty in the spray, as per California Code of Regulations.
14. Dispose of triple-rinsed empty pesticide containers according to recommendations of the Alameda County Agricultural Commissioner and the manufacturer.
15. Try to find a qualified user for any unwanted pesticides, or return to the manufacturer if unopened. If disposal is required, contact Alameda County's Household Hazard Waste

Collection Program at (510) 670-6460 between 8:30 AM and 5:00 PM., Monday through Friday, to make appropriate disposal arrangements, or to recycle the material.

16. If changing pesticides or cleaning spray tanks, use tank rinse water as the product, over a targeted area within the application site.
17. Irrigate slowly to prevent runoff, and do not over-water.

F. Department of Industrial Relations Compliance and Prevailing Wage Requirements on Public Works Projects.

1. Effective January 1, 2015, no Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at <https://efiling.dir.ca.gov/PWCR>

2. No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

4. The Prime Contractor is required to post job site notices prescribed by regulations. See 8 Calif. Code Regulation §16451(d).

5. Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at: <https://apps.dir.ca.gov/ecpr/das/altlogin>

G. Prevailing Wages:

1. The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” projects. Since this Project involves a “public work” project, as defined by the Prevailing Wage Laws, Contractor shall fully comply with such Prevailing Wage Laws. Contractor’s failure to comply with the Prevailing Wage Law may constitute a default under the contract for performance of the work which would entitle the City to rescind the contract or exercise other remedies as provided by law or the contract.

2. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the City’s Public Works Department, Building 1, 950 W. Mall Square, Room 110, Alameda. The Contractor shall make copies of the prevailing rates of per diem wages for each craft,

classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. The Contractor shall defend, indemnify, and hold the City, its elected officials, officers, employees, volunteers, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws and/or the City's Labor Compliance Program (hereinafter referred to as "LCP"), if any.

3. If this project is funded in whole or in part with Federal monies and subject to the provisions of the Davis-Bacon Act, the successful bidder shall pay not less than the wage rates determined by the Secretary of Labor. The Federal wage rates shall apply unless the State wage rates are higher. The Federal Wage Rates applicable to the contract are those current within ten (10) days of the bid due date.

4. The Contractor and all subcontractors shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of *per diem* wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

5. The Contractor and all subcontractors shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining Contracts filed with the Department of Industrial Relations in accordance with Labor Code § 1773.8.

6. If during the period any bid for work on this Project remains open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of *per diem* wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice calling for Bids or the contract subsequently awarded.

7. Pursuant to Labor Code §1775, the Contractor shall as a penalty to the City, forfeit Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of *per diem* wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Contract by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commission. In addition, the difference between such prevailing rate of *per diem* wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of *per diem* wage shall be paid to each work by the Contractor.

8. Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of *per diem* wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the work on the Project to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

9. For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774 or check out the web site at www.dir.ca.gov.

H. Hours of Labor

1. As provided in Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that the employees' compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

2. The Contractor shall pay to the City a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

3. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.

I. Certified Payroll

1. Contractor's attention is directed to California Labor Code Section 1776, which requires Contractor and any subcontractors to keep an accurate payroll record and which imposes inspection requirements and penalties for non-compliance. Contractor is responsible for the submission of copies of payrolls by all subcontractors. Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following:

- a. That the payroll for each payroll period contains the name, social security number, and address of each employee, his or her correct classification, including applicable area and group code, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid, and that such information is correct and complete;
- b. That such laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions; and
- c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work

performed, as specified in the applicable wage determination incorporated into the contract.

2. If the Contractor or a subcontractor does not work during the payroll period, a Statement of Non-Working Days must be submitted for each day not worked.

3. In the event of noncompliance with the requirements of such section after 10 Days written notice specifying in what respects compliance is required, the CONTRACTOR shall forfeit as a penalty to the CITY, \$25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

J. Apprentices

1. Attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him on contracts greater than \$30,000 or 20 working days. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

2. Section 1777.5 requires the Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards.

3. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions; or (2) if the Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor' required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

4. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

K. Labor Discrimination

No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation, or physical disability of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

L. Registration of Contractors

Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California. All Contractors must have an “A” license or a “C” license that allows them to complete the work specified herein, in a professional manner consistent with these specifications

M. Standard Service provider Agreement.

A sample service provider agreement has been provided in the Appendix for the Service Provider's review and comment. If a Service Provider wishes to take exception to any of the terms and conditions contained in the service provider agreement, these should be identified specifically and with the Service Provider’s Proposal; otherwise it will be assumed that the Service Provider is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a Service Provider. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the City will consider that all items offered are in strict compliance with the Request for Bid, and the successful Service Provider will be responsible for compliance. The City will consider such exceptions as part of the evaluation process which may constitute grounds for rejection of the Service Provider’s Proposal. The service provider agreement will not be executed by the City without first being signed by the Service Provider.

N. Permits and Licenses.

The Service provider shall procure a City of Alameda business license, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost for a City of Alameda business license is not reimbursable. Each Subservice provider shall have a current City of Alameda business license.

The following permit(s) and/or license(s) are required for this project:

1. A **City of Alameda Business License** from the City of Alameda, 2263 Santa Clara Avenue, Finance Department, Room 220, Alameda.

O. Service Provider's Representative.

The person signing the Service Provider’s Proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

P. Award of Contract

The award of contract, if it be awarded, will be to the responsible Service Provider who submits the lowest and best Bid and who’s Bid best complies with all requirements described herein. The award, if made, will be made within ten days after the opening of the bids.

ATTACHMENTS:

- Exhibit A – Scope of Work
- Exhibit B – Bid Proposal
- Exhibit C – Standard Contract
- Exhibit D – Stormwater Management Plan
- Exhibit E – Landscape Weekly Report Sample
- Exhibit F – Site Map

EXHIBIT A
SCOPE OF WORK

WORK SCHEDULES

A. Annual Schedule.

1. The Contractor shall submit an annual schedule to the Inspector for approval. The schedule shall indicate the time frames when the work shall be accomplished.
2. The Contractor shall submit revised schedules when actual performance differs substantially from planned performance.
3. The items of work/tasks shall be performed Monday through Friday. Inspector shall indicate days of actual performance on weekly schedule.
4. Mowing shall only be performed on set days - (except major holidays) unless authorized by Inspector.

B. Monthly Schedule.

1. The Contractor shall submit a monthly schedule form to the Inspector, which will be provided, to indicate the major items of work completed.
2. The Contractor shall complete the schedule for each item of work/tasks and each area of work.
3. The initial schedule shall be submitted on or by the effective date of Contract. Thereafter it shall be submitted monthly on the day mutually agreed upon by Contractor and Inspector.
4. Changes to the schedule shall be received by Inspector at least twelve (12) hours prior to the scheduled time for the work.
5. Contractor shall adjust all schedules to compensate for all holidays.

C. Performance during Inclement Weather.

1. During periods when inclement weather hinders normal operations, Contractor shall adjust his work force in order to accomplish those activities that are weather appropriate such as drain clearing, liter, and other tasks that are least affected by weather.
2. The prime factors in assigned work shall be the safety of the work force and damage to landscaping, in that order.

D. Security- Supervision.

1. Vandalism. Contractor shall immediately report all conditions and occurrences out of the norm to the Inspector, including vandalism or other damage to the landscaped areas or irrigation system, and shall also report other Landscape Facility damage. Including all unsafe issues as recognized by the crew.

2. Supervision. Contractor shall provide a supervisor or foreman who shall be present at all times during Contract operations, and who shall be responsible for both the conduct and workmanship. The supervisor or foreman shall be able to communicate effectively.

3. Training. Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors/Foreman shall have been trained in supervision as well as technical training in landscape maintenance services.

4. Telephones. Telephones shall not be used by Contractor or its employees at any time while operating any equipment or motorized vehicle in performance of the work under this Contract. However, calls for emergency services or 911 or to report need of medical aid, fire, or need of law enforcement are permitted.

DAMAGE

The Contractor shall protect all landscape improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to the original scope in all aspects.

MATERIALS

A. Chemicals. Contractor shall have a list of proposed chemicals prepared by a licensed California Pest Control Advisor to include commercial name, chemical components, concentration rates and usage and provide Material Safety Data Sheets (MSDS) for all chemicals. Chemicals shall only be applied by those persons possessing a valid California Pest Control Applicator's Certificate/License. All applications shall be in strict accordance with all governing regulations including City of Alameda IPM program and to limit drift.

B. Supplies. Contractor shall furnish at its expense all materials required to perform the work under this Contract, to include, but not limited to, irrigation system repairs, irrigation system damage, vegetation controls materials, turf, grass, seed, or sod, and with approval plants, shrubs and ground cover.

TRASH

Contractor shall dispose of all trash and debris collected within the landscape prior to the completion of each day's activities. Responsible disposal of trash and litter includes separating green and recycling when possible at contractor's own facility.

GENERAL ENVIRONMENTAL REQUIREMENTS

Sound Control

The Contractor shall comply with all County and local City sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract, and shall make every effort to control any undue noise from the operation.

Water Conservation

1. Whenever possible the use of water shall be minimized, particularly during cleanup operations.

2. All irrigation supply systems shall be kept in good working condition and leaks shall be repaired promptly. Monthly reports shall have dry inspections of all the irrigation infrastructure.

3. Nothing in this section shall relieve the Contractor from adequately y maintaining any area in accordance with these specifications.

4. Contractor shall comply with all National Pollutant Discharge Elimination System (N PDES) requirements as set forth in Pollution Controls/Clean Water section of the Contract and Best Management practices in regards to water pollution.

WORK ITEMS

I. STANDARD WORK (Work Tasks)

All Standard work shall be performed based on the following schedule:

PERFORMANCE SCHEDULE	FREQUENCY
Work/ Tasks	
Weekly Maintenance	
(ME) Mow and Edging	Weekly
(PM) Pavement Maintenance, Debris/Liter Removal	Weekly
(WC) Weed, Pest Control	Weekly
(SM) Shrub Pruning	Monthly
(GC) Ground Cover Edging/Trimming	Monthly
(PD) Flowering Ornamental Detailing	Quarterly
(TR) Trash Receptacles Replacement	Weekly
(AR) Aeration	Annually
(SD) Storm Drain Clearing	Annually
(TC) Tree Clearance	Annually
(GF) Graffiti Abatement	Weekly
(PW) Power Washing	Annually
(AD) Amendments/Fertilizer	Annually
(MD) Mulch Redressing	Annually
(IR) Irrigation Reports	Monthly
(TW) Parkway Tree Watering	Monthly
Twice/ Month	
Pavement Maintenance, Debris/Liter Removal	Every Visit
Weed, Pest Control	Every Visit
Shrub Pruning	Monthly
Ground Cover Edging/Trimming	Monthly
Flowering Ornamentals Detailing	Annual
Trash Receptacles Replacement	Monthly
Storm Drain Clearing	Annual
Tree Clearance	Annual
Graffiti Abatement	Monthly
Power Washing	Annual
Amendments/Fertilizer	Annual
Mulch Redressing	Annual
Irrigation Reports	Monthly

Monthly Sites	Work/Task	Frequency
	Trash Receptacles Replacement Storm Drain Clearing Shrub Pruning Tree Clearance Graffiti Abatement Mulch Redressing Irrigation reports Parkway Tree Watering	Monthly Annually Annually Annually Monthly Annually Monthly Monthly (June-Sept)
Once Every Four Months	Work/Task	Frequency
	Weed, Pest Control Pavement Maintenance, Debris/Liter Removal Shrub Pruning Groundcover	Every Visit Every Visit Annual Per Visit
Add Alternates	Work/Task	Frequency
	Weed, Pest Control Pavement Maintenance, Debris/Liter Removal	Every Visit Every Visit
Irrigation Repairs	Work/Task	Quantity
	Irrigation Heads Pipe Repairs Valve Repairs	150 20 25
Miscellaneous	Work/Task	Quantity
	Weed Spraying 4" Bedding plant/Planting/ Qutrly Spread/Redress gorilla mulch/Annual	~135,000 sq ft 672-4" pots 10 cubic yards

- C. Prior to application of chemicals, all turf hard to reach areas shall be trimmed to the proper mow heights.
- D. Chemicals shall be recommended and approved by the Inspector prior to use.
- E. Chemicals shall only be applied in compliance with field directions and California Department of Pesticide Regulations and under the supervision of persons possessing a valid California Qualified Applicators License/Certificate. Records methods of applications, chemical formulations, applicators name and weather conditions, authorizations stating dates, times, at the time of application shall be made and retained in an active file a minimum of one (1) year. After this period, records shall be retained in accordance with the Agriculture Commissioner, Department of Agriculture Regulations.
- F. Arthropods on plants will use non-restricted products such as Ortho Systemic Fertilizer and Pest Control as per manufacturer recommendations.
- G. Chemicals shall be applied to limit drift to six inches (6"). All precautionary measures necessary to ensure public and worker safety shall be employed since all areas will be open for public access during application.
- H. Chemical edging shall be restricted to City agent approval.
- I. Spraying of vacant easements to eliminate un-wanted vegetation in selected areas shall employ City IPM's standards.
- J. Chemical use shall comply with City IPM policy.
- K. All walkways, roadways, trails or other areas dirtied by edging operations shall be cleaned and all debris disposed of offsite prior to the completion of that days operations or the end of the day, whichever occurs first.
- L. Contractor shall provide weed control by means of mechanical trimmer's mowers, walk-behind mowers etc., in all open space sites.

4. LANDSCAPE: MAINTENANCE

- A. Weeds shall be removed manually in planter bed areas, through cultivation/weed whackers dependent upon planting concentration and location. Weeds and grasses shall be removed from all planted areas within seven (7) days from the time they are first visible. "Weed-eater" or similar equipment shall NOT be utilized to remove weeds when ornamental plant population is dense.

All landscaped areas shall be fertilized/mulch/amended in accordance with the type of plant material. All areas shall be free of moisture at the time the fertilizer is applied, and then be thoroughly watered immediately after the fertilizer is applied.

- B. All ground cover and shrubs shall be trimmed to restrict growth from sidewalks, facility entrances or other access ways or curbing.
- C. All shrubbery shall be trimmed, shaped and thinned at the appropriate season or times of the year based on the species of shrub to produce healthy growth, symmetrical appearance, removal of dead, damaged or diseased branches and encourage flowering.

All cuts shall be made sufficiently close to the parent stem so that the healing can readily start under normal conditions. All branches 1" or greater shall be undercut to prevent splitting. All equipment utilized shall be clean, sharp and expressly designed for shrub and tree pruning.

- D. All trimmings and debris shall be removed and disposed of offsite at the end of each day's work.
- E. All walkways, roadways or other areas dirtied by landscape maintenance operations shall be cleaned and all debris removed and disposed of offsite prior to completion of each day's operation.

5. TURF AERATION

- A. All turf areas shall be aerated once per year, between February 15 and March 15.
- B. Aeration shall be accomplished by removing 1" diameter by 2" deep cores at a maximum spacing of 6" by use of a mechanical aeration machine.
- C. Contractor shall flag all irrigation heads and valves to avoid damage.
- D. All cores shall thoroughly pulverized within twenty-four (24) hours after aerating.
- E. All walkways, roadways, trails, landscaped areas or other areas affected by aeration operations shall be cleaned and all debris disposed of offsite prior to the completion of this operation or the end of the day, whichever occurs first.

6. TRASH REMOVAL (CANS)

All trash cans (including trash within a two foot diameter area of the can) shall be emptied of all trash and debris on all scheduled maintenance visits, Monday through Friday before end of work day (Holidays excluded). Contractor shall provide durable 2 mil. plastic liners for all trash cans at Contractor's expense. Trash shall be removed from receptacles when trash containers are full. Any trash can containing fish remains, dog feces or other waste that will produce offensive smell or attract insects shall be emptied before leaving the site.

MAINTENANCE AROUND FACILITIES

A. General.

1. All offensive smelling waste or other materials shall be removed from the areas immediately and proactively.
2. All broken glass and sharp objects shall be removed during scheduled work visits.
3. All areas shall be inspected as necessary and maintained in a neat, clean and safe condition at all time.
4. Contractor shall sweep or use blower depending on specifications of sidewalks, building entrances, parking lots, gutters and planter areas on each regular service.
5. Contractor shall remove all loose trash, liter, broken glass (including material that may be adhered to the sidewalks), leaves, branches, weeds, and other debris from the entire area around the facility including landscaped areas, sidewalks areas and any parking lots.

B. Hard Surface Areas.

1. These areas include, asphalt, walk ways, rubberized/decomposed granite material and all concrete surfaces, etc.
2. All areas shall be cleaned to remove all deposits of silt and/or sand and glass.
3. All areas shall be thoroughly cleaned by sweeping or use of a blower.
4. Contractor shall pressure wash sidewalks, patios and other concrete surfaces upon the request of the Inspector, not to exceed twelve (12) times per year and in accordance with any drought imposed restrictions.

C. Other.

1. All leaves, paper and debris shall be removed from landscaped areas, landscape beds and disposed of by contractor.
2. All storm drains within the perimeter of the facilities shall be cleaned of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to Inspector.

D. Shrubs.

1. Shrub pruning will follow the most current ANZI Z133.1 and A 300 standards including City height restrictions for medians intersections and where visibility maybe enhanced.

2. Flowering will be encouraged so shearing naturally is standard and when reduction is required flowering takes precedence.
3. Accent shrubs or fascicle plants require additional thinning while encouraging peak flowering to continue. Thinning or detailing will keep the plant within the design of the site and kept from developing into a hedge.

E. Trees.

1. Tree clearance is a minimum of 8' over the sidewalk and 13'6" over the street, parking spaces, the contractor will maintain the clearance over the sidewalk, walkways, entrances or where the trees impede pedestrian traffic within the landscape site.

F. Ground Cover.

1. Ground cover maintenance shall keep with ANZI Z133 standards and City clearance requirements. Shearing using a natural approach including to 45 degree instead of a hard edge that requires shearing with more frequency.
2. Flowering groundcover will be encouraged unless the flowering is woody structure which disfigures the intent.

G. BioSwales.

1. All BioSwale maintenance shall conform to the Stormwater Management Plan as attached. (Exhibit D)

H. Graffiti.

Graffiti shall be abated on all landscape elements by the contractor and reported when located on buildings or walkways. All supplies will be provided by Contractor.

I. Power Washing.

Annual power washing of sites/landscape elements that develop unsafe sticky surfaces or stains which a power washing can remove safely.

J. Amendment/Fertilizer.

Primarily used on flower shrubs to both control aphids and encourage flowering. Multiple purpose products such as Ortho Rose Food or similar products and the locations are limited to City Hall and Mastick Senior Center.

K. Mulch Redressing.

Areas that are maintained with mulch will require additional mulch to control continue erosion as a proactive approach to adding large amounts all at once, a continue supplemental approach is required up to 6 yards annually. Mulch (Except for BioSwale and APD Memorial) will come from clean wood chips generated by City tree contractor.

L. Annuals/Perennials/Flowering Shrubs

Flowering plants shall be detailed monthly at a minimum rate during their flowering season to encourage flowering and reduce seed heads. Fertilized with combination fertilize and pest control products annually. In addition to chemical weed abatement mulching shall be a primary task within the area.

IRRIGATION SYSTEM

- A. General. Contractor shall maintain the entire irrigation system which includes all components from connection at meter in an operational state at all times. This applies to all controllers and remote control valves, gate valves, lateral lines, sprinkler heads, emitters, screens, drip systems, and moisture sensing devices

The Contractor shall be responsible for the complete management, operation and maintenance of all controllers and irrigation systems. The Contractor shall ensure that the systems are in good working and repairable condition at all times. The Contractor shall employ proper irrigation management techniques for all work involving pressure systems. The Contractor shall provide maintenance to keep all irrigation systems in proper working order including results of system fatigue, erosion to all irrigation valves, electrical wires, controllers, irrigation sprinkler heads, irrigation lines, remote controllers, any and all parts of the irrigation system.

Contractor shall provide personnel fully trained in all phases of landscaping and irrigation systems operations, maintenance, adjustments, and repair, in all types of components to include electric control clocks, valves, sprinkler heads and drip systems, will all brands and models of irrigation equipment.

The repair work to the existing sprinkler systems consists of location and repairing or replacing defective and broken electric and manual valves, valve control boxes, metal irrigation valve pit covers, controllers, controller boxes, electrical wiring (between clock and valves), controller pedestals, sprinkler heads, risers, water lines, automatic and all types of fittings (tees, unions, nipples, clamps, etc.), pipes and underground sleeves used for water lines (regardless of how deep the systems are placed in the ground). Sprinkler heads and valve control boxes shall be flush with the ground and smooth. Services covered by the Contract are for maintenance of the existing system (s) and new irrigation systems which will be accepted by the current contractor. All used and or replaced parts shall be turned in to the Inspector at the end of each day.

B. Watering Times. All turf grass shall be irrigated between the hours of 9:00 p.m. and 6:00 a. m. as required to maintain adequate growth and appearance. Special watering may be required during daytime hours after periods of extreme dryness but shall be monitored to prevent overspray or prevent access to facilities. Any changes to the water schedule will not be implemented without prior approval of Inspector. Contractor is responsible for all watering schedules and shall submit schedule to Inspector.

C. Irrigation System Inspection.

1. Initial Inspection. Contractor shall complete an initial inspection and testing of the entire system NO later than ten (10) working days after the award of the Contract. Within that time frame, the Contractor will submit to the Inspector a listing of all parts and labor which are required to bring the system into full operation condition. The Inspector may:
 - a. Authorize the Contractor to commence work based on the submittal.
 - b. Review the submittal with the Contractor and authorize the work based on Major Irrigation Repair Work procedures.
 - c. Issue a competitive solicitation for the listed work (if a solicitation is issued, the Contractor will have the right to submit a competitive bid using prices and rates it believes are appropriate and competitive).
2. Routine Inspection. Contractor Shall Inspect and Test All Irrigation Systems a Minimum of Six Per Week in Order to:
 - a. Adjust system to provide adequate coverage, prevent excessive runoff, and prevent overspray onto non-landscaped areas and vehicles.
 - b. Determine malfunctions damage, or obstructions and implement corrective action.

Contractor shall monitor the water requirements of the plant material, the soil conditions, seasonal temperature variations, wind conditions, and rainfall and shall recommend and implement changes in the duration of the water cycle.

Costs for excessive utility usage due to failure to repair malfunctions on a timely basis may be prorated to payment.

3. Irrigation Inspection Schedule. A schedule shall be submitted to the Inspector at the start of the Contract showing the location, time of day that each irrigation system will be tested. Any changes to the Irrigation Inspection Schedule shall be submitted to the Inspector for approval prior to enactment.

- a. Daily Reports. Contractor shall submit daily reports ("Dailies") to Inspector Itemizing work completed and parts replaced.

D. MEASUREMENTS AND PAYMENT. The work to be done shall be included in the service, repairs and updates in the unit price and all related services and consist of furnishing all labor, vehicles, tools, equipment, materials, parts, components, except as herein specified, and doing all the work associated with Landscape/Median Maintenance within the City of Alameda in accordance with all specifications and standards. Applying the Weekly Task/Work Schedule tabulate cost including weekly meetings, annual/monthly work plans and irrigation review.

EXHIBIT B
BID PROPOSAL

EXHIBIT B – SERVICE PROVIDER’S PROPOSAL

Maintained Weekly	Tasks							Cost/ Monthly	Quantity	Total Cost
1. Encinal Ave		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD			
	PM		PD		TC		M D			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
2. Ferry Terminal		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD			
	PM		PD		TC		M D			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
3. Emergency Operations Center		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD			
	PM		PD		TC		M D			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
4. Fire Station 3		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD			
	PM		PD		TC		M D			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
5. Main Library		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
6. City Hall		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
7. Marina Cove		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
8. Mastick Senior Center		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
9. Vets Building		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			
10. Park Street		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD			
	PM		PD		TC		MD			
	WC		TR		GF		IR			
	SM		AR		PW		TW			

11. Webster Street		\$		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD					
	PM		PD		TC		MD					
	WC		TR		GF		IR					
	SM		AR		PW		TW					
12. Alameda Landing Planters		\$		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD					
	PM		PD		TC		MD					
	WC		TR		GF		IR					
	SM		AR		PW		TW					
13. Alameda Police Station 1555 Oak		\$		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD					
	PM		PD		TC		MD					
	WC		TR		GF		IR					
	SM		AR		PW		TW					
13. Alameda landing BioSwales		\$		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD					
	PM		PD		TC		MD					
	WC		TR		GF		IR					
	SM		AR		PW		TW					
Maintained Twice Per Month	Description								Unit Price Per Month	Quantity	Total	
15. Atlantic Avenue, Constitution- Webster		\$		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		G C		SD		AD					
	PM		P D		TC		MD					
	WC		T R		GF		IR					
	SM		A R		PW		TW					
16. Constitution Way		\$		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD					
	PM		PD		TC		MD					
	WC		TR		GF		IR					
	SM		AR		PW		TW					
17. Carnegie Library		\$		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD					
	PM		PD		TC		MD					
	WC		TR		GF		IR					
	SM		AR		PW		TW					
18. Encinal Ave, at High Street, Fountain		\$		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD					
	PM		PD		TC		MD					
	WC		TR		GF		IR					
	SM		AR		PW		TW					
19. Fernside Avenue, at Lincoln		\$		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD					
	PM		PD		TC		MD					
	WC		TR		GF		IR					
	SM		AR		PW		TW					
20. Library Santa Clara Ave		\$		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD					
	PM		PD		TC		MD					
	WC		TR		GF		IR					
	SM		AR		PW		TW					
21. Oak St Mini Park		\$		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD					
	PM		PD		TC		MD					
	WC		TR		GF		IR					
	SM		AR		PW		TW					

22. Palmera Court		\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD				3	
	PM		PD		TC		MD				12	
	WC		TR		GF		IR				24	
	SM		AR		PW		TW				54	
23. Thompson Ave		\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD				3	
	PM		PD		TC		MD				12	
	WC		TR		GF		IR				24	
	SM		AR		PW		TW				54	
24. Westline Drive		\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD				3	
	PM		PD		TC		MD				12	
	WC		TR		GF		IR				24	
	SM		AR		PW		TW				54	
25a. Parking Lot A		\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD				3	
	PM		PD		TC		MD				12	
	WC		TR		GF		IR				24	
	SM		AR		PW		TW				54	
25b. Parking Lot C		\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD				3	
	PM		PD		TC		MD				12	
	WC		TR		GF		IR				24	
	SM		AR		PW		TW				54	
25c. Parking Lot W		\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD				3	
	PM		PD		TC		MD				12	
	WC		TR		GF		IR				24	
	SM		AR		PW		TW				54	
25d. Parking Lot O		\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD				3	
	PM		PD		TC		MD				12	
	WC		TR		GF		IR				24	
	SM		AR		PW		TW				54	
25e. Park Street & Lincoln Avenue		\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD				3	
	PM		PD		TC		MD				12	
	WC		TR		GF		IR				24	
	SM		AR		PW		TW				54	
25f. Doolittle Drive, Island to HBP		\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD				3	
	PM		PD		TC		MD				12	
	WC		TR		GF		IR				24	
	SM		AR		PW		TW				54	
25g. Lincoln Ave City Parking Lot		\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD				3	
	PM		PD		TC		MD				12	
	WC		TR		GF		IR				24	
	SM		AR		PW		TW				54	
Maintained Once Per Month	Description									Unit Price Per Month	Quantity	Total
26. Broadway at Tilden		\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD				3	
	PM		PD		TC		MD				12	
	WC		TR		GF		IR				24	
	SM		AR		PW		TW				54	
27. BayPort		\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD				3	
	PM		PD		TC		MD				12	
	WC		TR		GF		IR				24	

	SM		AR		PW		TW			54	
28. Bike Path, N/S of Bay Farm Bridge	\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD			3	
	PM		PD		TC		MD			12	
	WC		TR		GF		IR			24	
	SM		AR		PW		TW			54	
29. Grand Street Median of Otis	\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD			3	
	PM		PD		TC		MD			12	
	WC		TR		GF		IR			24	
	SM		AR		PW		TW			54	
30. Buena Vista & Everett St	\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD			3	
	PM		PD		TC		MD			12	
	WC		TR		GF		IR			24	
	SM		AR		PW		TW			54	
31. Caroline Street, S End	\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD			3	
	PM		PD		TC		MD			12	
	WC		TR		GF		IR			24	
	SM		AR		PW		TW			54	
32. Central Garage	\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD			3	
	PM		PD		TC		MD			12	
	WC		TR		GF		IR			24	
	SM		AR		PW		TW			54	
33. Eagle Ave and Tilden Way	\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD			3	
	PM		PD		TC		MD			12	
	WC		TR		GF		IR			24	
	SM		AR		PW		TW			54	
34. High Street at Fernside	\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD			3	
	PM		PD		TC		MD			12	
	WC		TR		GF		IR			24	
	SM		AR		PW		TW			54	
35. Ballena Boulevard	\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD			3	
	PM		PD		TC		MD			12	
	WC		TR		GF		IR			24	
	SM		AR		PW		TW			54	
36. Lincoln At Sherman and St Charles	\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD			3	
	PM		PD		TC		MD			12	
	WC		TR		GF		IR			24	
	SM		AR		PW		TW			54	
37. MSC 1616 Fortmann Way	\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD			3	
	PM		PD		TC		MD			12	
	WC		TR		GF		IR			24	
	SM		AR		PW		TW			54	
38. Marian Drive at Versailles	\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD			3	
	PM		PD		TC		MD			12	
	WC		TR		GF		IR			24	
	SM		AR		PW		TW			54	
39. Marshall Way	\$		\$		\$		\$		\$	1	\$
	ME		GC		SD		AD			3	
	PM		PD		TC		MD			12	
	WC		TR		GF		IR			24	
	SM		AR		PW		TW			54	

40. Paru Street & Lagoon		\$		\$		\$		\$	\$	1 3 12 24 54	\$
	ME		GC		SD		AD				
	PM		PD		TC		MD				
	WC		TR		GF		IR				
	SM		AR		PW		TW				
41. Portola Triangle, Portola Avenue		\$		\$		\$		\$	\$	1 3 12 24 54	\$
	ME		GC		SD		AD				
	PM		PD		TC		MD				
	WC		TR		GF		IR				
	SM		AR		PW		TW				
42. St Charles, South End & lagoon		\$		\$		\$		\$	\$	1 3 12 24 54	\$
	ME		GC		SD		AD				
	PM		PD		TC		MD				
	WC		TR		GF		IR				
	SM		AR		PW		TW				
43. Sherman Street, south end		\$		\$		\$		\$	\$	1 3 12 24 54	\$
	ME		GC		SD		AD				
	PM		PD		TC		MD				
	WC		TR		GF		IR				
	SM		AR		PW		TW				
44. Story Book Walk		\$		\$		\$		\$	\$	1 3 12 24 54	\$
	ME		GC		SD		AD				
	PM		PD		TC		MD				
	WC		TR		GF		IR				
	SM		AR		PW		TW				
45. Tilden Way, Miller Sweeney Bridge to Park		\$		\$		\$		\$	\$	1 3 12 24 54	\$
	ME		GC		SD		AD				
	PM		PD		TC		MD				
	WC		TR		GF		IR				
	SM		AR		PW		TW				
46. Union Street at Lagoon		\$		\$		\$		\$	\$	1 3 12 24 54	\$
	ME		GC		SD		AD				
	PM		PD		TC		MD				
	WC		TR		GF		IR				
	SM		AR		PW		TW				
47. Weber Street, South end		\$		\$		\$		\$	\$	1 3 12 24 54	\$
	ME		GC		SD		AD				
	PM		PD		TC		MD				
	WC		TR		GF		IR				
	SM		AR		PW		TW				
48. Food Bank, 1900 Thau Way		\$		\$		\$		\$	\$	1 3 12 24 54	\$
	ME		GC		SD		AD				
	PM		PD		TC		MD				
	WC		TR		GF		IR				
	SM		AR		PW		TW				
49. Bay Street North End		\$		\$		\$		\$	\$	1 3 12 24 54	\$
	ME		GC		SD		AD				
	PM		PD		TC		M D				
	WC		TR		GF		IR				
	SM		AR		PW		TW				
50. Benton Street		\$		\$		\$		\$	\$	1 3 12 24 54	\$
	ME		GC		SD		AD				
	PM		PD		TC		MD				
	WC		TR		GF		IR				
	SM		AR		PW		TW				
51. Central Avenue		\$		\$		\$		\$	\$	1 3 12 24 54	\$
	ME		GC		SD		AD				
	PM		PD		TC		MD				
	WC		TR		GF		IR				
	SM		AR		PW		TW				

52. Chestnut Street, South End		\$		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD					
	PM		PD		TC		MD					
	WC		TR		GF		IR					
	SM		AR		PW		TW					
53. Gibbons Drive at Central Ave		\$		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD					
	PM		PD		TC		MD					
	WC		TR		GF		IR					
	SM		AR		PW		TW					
54. Heather Walk, Otis and San Beach Place		\$		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD					
	PM		PD		TC		MD					
	WC		TR		GF		IR					
	SM		AR		PW		TW					
55. Lafayette Street at Lagoon		\$		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD					
	PM		PD		TC		MD					
	WC		TR		GF		IR					
	SM		AR		PW		TW					
56. Ninth Street, South End		\$		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD					
	PM		PD		TC		MD					
	WC		TR		GF		IR					
	SM		AR		PW		TW					
57. Roosevelt Drive, West End		\$		\$		\$		\$		\$	1 3 12 24 54	\$
	ME		GC		SD		AD					
	PM		PD		TC		MD					
	WC		TR		GF		IR					
	SM		AR		PW		TW					
Once Every Three Months	TASKS								Cost/Qtrly	Qty	Total Cost	
58. Paden Elementary School – East Perimeter		\$		\$		\$		\$		\$	1 3 6 9 12	\$
	ME		GC		SD		AD					
	PM		PD		TC		MD					
	WC		TR		GF		IR					
	SM		AR		PW		TW					
Once Every Four Months	TASKS								Cost/Qtrly	Qty	Total	
59. 900 block Peach Street	Weeds, Pest Control		\$							\$	1 3 12 24 54	\$
	Pavement Mnt, Debris/Liter Removal		\$									
	Shrub Pruning		\$									
	Groundcover		\$									
60. Beach Road (300 Block, adjacent to Golf Course, Sidewalk area)	Weeds, Pest Control		\$							\$	1 3 12 24 54	\$
	Pavement Mnt, Debris/Liter Removal		\$									
	Shrub Pruning		\$									
	Groundcover		\$									
61. RAMP (Field from Main to Webster, South Side only)	Weeds, Pest Control		\$							\$	1 3 12 24 54	\$
	Pavement Mnt, Debris/Liter Removal		\$									
	Shrub Pruning		\$									
	Groundcover		\$									
62. Beltline, Sherman to Webster behind business park- Fire break, perimeter.	Weeds, Pest Control		\$							\$	1 3 12 24 54	\$
	Pavement Mnt, Debris/Liter Removal		\$									
	Shrub Pruning		\$									
	Groundcover		\$									

63. Broadway at Shoreline Drive	Weeds, Pest Control	\$			1	
	Pavement Mnt, Debris/Liter Removal	\$			3	
	Shrub Pruning	\$			12	
	Groundcover	\$			24	
					54	
64. Broadway at Tilden	Weeds, Pest Control	\$			1	
	Pavement Mnt, Debris/Liter Removal	\$			3	
	Shrub Pruning	\$			12	
	Groundcover	\$			24	
					54	
65. Central Avenue at Sherman (Triangle area hardscape median)	Weeds, Pest Control	\$			1	
	Pavement Mnt, Debris/Liter Removal	\$			3	
	Shrub Pruning	\$			12	
	Groundcover	\$			24	
					54	
66. Doolittle, Hardscape Median (Island to HBP)	Weeds, Pest Control	\$			1	
	Pavement Mnt, Debris/Liter Removal	\$			3	
	Shrub Pruning	\$			12	
	Groundcover	\$			24	
					54	
67. Estuary Parking Lot on Main St	Weeds, Pest Control	\$			1	
	Pavement Mnt, Debris/Liter Removal	\$			3	
	Shrub Pruning	\$			12	
	Groundcover	\$			24	
					54	
68. Fernside Medians and West Side fence area (Washington/Otis)	Weeds, Pest Control	\$			1	
	Pavement Mnt, Debris/Liter Removal	\$			3	
	Shrub Pruning	\$			12	
	Groundcover	\$			24	
					54	
69. Gibbons Drive at High Street median on South side	Weeds, Pest Control	\$			1	
	Pavement Mnt, Debris/Liter Removal	\$			3	
	Shrub Pruning	\$			12	
	Groundcover	\$			24	
					54	
70. Little Main Street (Central Ave) Parkway (Pacific to Ramp)	Weeds, Pest Control	\$			1	
	Pavement Mnt, Debris/Liter Removal	\$			3	
	Shrub Pruning	\$			12	
	Groundcover	\$			24	
					54	
71. Mariner Square Drive (Fields/P-strip Marina Village to Constitution)	Weeds, Pest Control	\$			1	
	Pavement Mnt, Debris/Liter Removal	\$			3	
	Shrub Pruning	\$			12	
	Groundcover	\$			24	
					54	
72. Mariners Square Loop (Marina Village Parkway to athletic club)	Weeds, Pest Control	\$			1	
	Pavement Mnt, Debris/Liter Removal	\$			3	
	Shrub Pruning	\$			12	
	Groundcover	\$			24	
					54	
73. Mastick Senior Center Parking Strips along St Charles/Santa Clara Ave	Weeds, Pest Control	\$			1	
	Pavement Mnt, Debris/Liter Removal	\$			3	
	Shrub Pruning	\$			12	
	Groundcover	\$			24	
					54	
74. Otis Drive, center median, north fence line, Otis to Fernside	Weeds, Pest Control	\$			1	
	Pavement Mnt, Debris/Liter Removal	\$			3	
	Shrub Pruning	\$			12	
	Groundcover	\$			24	
					54	
75. Park Avenue at Encinal Avenue	Weeds, Pest Control	\$			1	
	Pavement Mnt, Debris/Liter	\$			3	

concrete median	Removal			12	
	Shrub Pruning	\$		24	
	Groundcover	\$		54	
76. Path Between Aeolian Yacht and Washington Court	Weeds, Pest Control	\$		1	
	Pavement Mnt, Debris/Liter Removal	\$		3	
	Shrub Pruning	\$		12	
	Groundcover	\$		24	
77. Portola sidewalk area along field	Weeds, Pest Control	\$		24	
	Pavement Mnt, Debris/Liter Removal	\$		3	
	Shrub Pruning	\$		12	
	Groundcover	\$		54	
78. Blank	Weeds, Pest Control	\$			
	Pavement Mnt, Debris/Liter Removal	\$			
	Shrub Pruning	\$			
	Groundcover	\$			
79. RAMP tree wells from Webster to Fifth only	Weeds, Pest Control	\$		1	
	Pavement Mnt, Debris/Liter Removal	\$		3	
	Shrub Pruning	\$		12	
	Groundcover	\$		24	
80. Stargell Avenue, field and planter on north side from Webster to Main	Weeds, Pest Control	\$		54	
	Pavement Mnt, Debris/Liter Removal	\$		1	
	Shrub Pruning	\$		3	
	Groundcover	\$		12	
ADD ALTERNATES- CONCRETE MEDIANS- 2/MONTH	Tasks		Cost / Monthly	Qty	Total Cost
1. Otis Drive from Fernside Boulevard to High Street	Weeds, Pest Control	\$	\$	1	\$
	Pavement Maintenance, Debris/Liter Removal	\$		3	
				12	
				24	
				54	
2. Webster Street from RAMP (south)	Weeds, Pest Control	\$	\$	1	\$
	Pavement Maintenance, Debris/Liter Removal	\$		3	
				12	
				24	
				54	
3. Buena Vista Avenue from Ohlone Street to Sherman Street	Weeds, Pest Control	\$	\$	1	\$
	Pavement Maintenance, Debris/Liter Removal	\$		3	
				12	
				24	
				54	
4. Marshall Way from Fifth Street to Fourth Street	Weeds, Pest Control	\$	\$	1	\$
	Pavement Maintenance, Debris/Liter Removal	\$		3	
				12	
				24	
				54	
5. RAMP from Main to Webster Street	Weeds, Pest Control	\$	\$	1	\$
	Pavement Maintenance, Debris/Liter Removal	\$		3	
				12	
				24	
				54	

IRRIGATION REPAIRS

1.	150 Heads	Labor/Materials	\$ _____
2.	20 Irrigation	Line Repairs	\$ _____
3.	25 Irrigation	Valve Repairs	\$ _____
4.	WEED ABATEMENT SPRAYING		
	135,000 sq.ft.	Various locations	\$ _____
5.	THREE COLOR PLANTINGS AT CITY HALL		
	672 4" Annuals	Per planting	\$ _____
6.	INSTALL SHREDDED REDWOOD - BIOSWALES		
	Once a Year	Install in October at 3 inches	\$ _____
	7. Man Hours Costs: Irrigation Tech \$____, Labor \$____, Spray Tech \$____, Remedial Staff \$____		

TOTAL COST _____

The undersigned agrees to execute the contract required in said Specifications, to the satisfaction of the Council of the City of Alameda, with the necessary bonds, if any be required, within ten days, not including Sundays or legal holidays, after receiving notice that the contract has been awarded and is ready for signature; and further agrees that, in case of his default in any of the foregoing provisions, the proceeds of any check which may accompany his bid in lieu of a bid bond shall become the property of the City of Alameda as agreed and liquidated damages.

Firm Name (Please Print) _____

Signature of Person on Behalf of Firm _____

Business Address _____

City, State, Zip _____

Dated: _____

Phone No _____

Name (Of Officers or Partners)	Title	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Incorporated under the laws of the State of _____

Contractor's License No. _____ Expiration Date: _____

Department of Industrial Relations (DIR) No.: _____

The signature above certifies that the foregoing information given on this document is true and correct under penalty of perjury. (Section 7028.15 California Business and Professionals Code.

PROPOSED SUBCONTRACTOR FORM

The Bidder shall list the name, address, license number and Department of Industrial Relations number of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," for the special provisions.

COMPANY NAME	CA LICENSE NO.	BUSINESS ADDRESS	DESCRIPTION OF WORK	DIR NO.

The bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this proposal)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certified that he has ____, has not ____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all report due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SECURITY FOR COMPENSATION CERTIFICATE

(Required by Paragraph 1861, California Labor Code)

To: _____

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

(Signature of Bidder)

Business Address

EXHIBIT C

STANDARD SERVICE PROVIDER AGREEMENT

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ___ day of _____, 2017, by and between CITY OF ALAMEDA, a municipal corporation (the “**City**”), and **COMPANY**, (a California corporation, partnership, sole proprietor, individual), whose address is **ADDRESS**, (the “**Provider**”), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: landscape maintenance of specified median strips and special areas in various locations in Alameda. City staff issued a RFB on _____ (DATE) and after a submittal period of NUMBER days received NUMBER of timely submitted bids. and the bids were opened on May 2, 2017. Staff reviewed the bids and selected the lowest responsive and responsible bidder.
- C. City and Provider desire to enter into an agreement for landscape maintenance of specified median strips and special areas in various locations in Alameda upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the 1st day of July 2017, and shall terminate on the 30th day of June 2018, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the Public Works Director, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The Public Works Director may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement, and the compensation adjusted by the Construction Cost Index for the San Francisco Bay Area as reported in the Engineering News Record for the previous calendar year for the trade(s) associated with the services or tasks.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be as set forth in Exhibit A and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis [as set forth in this Section 3.][as set forth in Exhibit B.]

b. The total compensation for the work under this Agreement is not to exceed \$_____.

4. TIME IS OF THE ESSENCE:

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of

race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence
 \$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of

this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all

proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
Public Works Department
950 West Mall Square #110
Alameda, CA 94501
ATTENTION: Jesse Barajas, Project Manager
Ph: (510) 747-7966 / Fax: (510) 769-6030
Email: jbarajas@alamedaca.gov

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

[Provider Name]
[Department]
[Address]
[City, State, zip]
ATTENTION: [Title]
Ph: (xxx) [xxx-xxxx] / Fax: (xxx) [xxx-xxxx]

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this

Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. PCC SECTION 9204 SUMMARY - CLAIMS SUBMITTED BETWEEN 01-01-2017 AND 01-01-2020.:

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or the Contract Documents, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2020 shall be governed by PCC Section 9204 and this section.

The following provisions and procedures shall apply:

A. For the purposes of this section, the term "Claim", "Contractor", "mediation", "Public Entity" "Public works project" and "Subcontractor" shall have the meaning provided for in PCC Section 9204.

B. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with PCC Section 9204. Contractor must include reasonable documentation to support each claim.

C. Upon receipt of a Claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

D. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to PCC Section 9204(d)(1)(C).

E. If the City fails to timely respond to a Claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

F. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected

mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

G. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

H. The City reserves all rights and remedies that it has pursuant to the Construction Contract, plans and specification, at law or in equity which are not in conflict with PCC 9204.

I. This Section shall be automatically extended if legislation is lawfully passed which extends the terms of Public Contract Code Section 9204 beyond January 1, 2020.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

26. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

Signatures on next page

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

COMPANY
(A California corporation, partnership,
sole proprietor, individual)

CITY OF ALAMEDA
A Municipal Corporation

NAME
TITLE

Jill Keimach
City Manager

RECOMMENDED FOR APPROVAL

NAME
TITLE

Liam Garland
Acting Public Works Director

APPROVED AS TO FORM:
City Attorney

Andrico Penick
Assistant City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda
Public Works Department
Alameda Point, Building 1
950 West Mall Square, Room 110
Alameda, CA 94501-7558

SAMPLE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____
The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER:

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Name of Person or Organization:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501-7558

SAMPLE

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____

The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.

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