



## **CITY OF MILLBRAE**

### **Request for Bids**

## **MEDIAN AND LANDSCAPE MAINTENANCE SERVICES**

**Response due by 2:00 PM, August 26, 2019**

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<b>NOTICE TO BIDDERS</b>
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Sealed proposals will be received by the Office of the City Clerk, City of Millbrae, located at 621 Magnolia Avenue, Millbrae, California 94030 until **2:00 P.M. on Monday, August 26, 2019** for the **Median and Landscape Maintenance Services Contract**.

The work to be performed under this contract consists of median and landscape maintenance services at various City locations as described in the Request for Bid (RFB) documents.

All proposals must be made on the proposal form included with the RFB documents for the proposed work.

A certified check or corporate surety bond of not less than ten percent (10%) of the highest amount bid must accompany each proposal.

RFB Documents are available thru the City of Millbrae website at <https://www.ci.millbrae.ca.us/departments-services/public-works/administration-engineering/bids-proposals>, under the Request for Bids section. Bidder shall provide Bidder's Proposal, Statement of Experience and Qualifications, and Non-Collusion Declaration as identified in the RFB. Each bidder shall also submit with his/her bid, the names, addresses, portion of work, and quotations of all subcontractors, if any.

There is a **MANDATORY** pre-bid meeting scheduled for **Tuesday, August 13, 2019 at 9:00 AM** to be held at the City of Millbrae – City Hall, 621 Magnolia Avenue, Millbrae, California 94030.

The State of California has adopted a schedule of the general prevailing rates of per diem wages to be paid to the various craftsmen and laborers required to perform said work and improvements, a copy of which may be obtained from the Department of Industrial Relations, Division of Apprenticeship Standards, 455 Golden Gate Avenue, 10<sup>th</sup> Floor, San Francisco, CA 94102, (415) 703-4920/1128, or can be download at their website at <http://www.dir.ca.gov/das>.

The Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations. All bids must cover the entire work required under this contract.

The award (if an award is made) will be made as provided in the Proposal. The award shall be made to the lowest responsive and responsible bidder, provided that if the City believes that the public interest will be best served by accepting other than the lowest bid, it shall have the authority to accept the bid that will best serve the public interest.

No bidder may withdraw his/her bid for a period of ninety (90) days after the date set for the opening thereof. All bids shall remain valid for that period of time.

Bidders' attention is directed to the General Conditions which require the Contractor, to whom the contract for the work is awarded, to file with the City Clerk at the time of executing said contract, a Contractor's Performance Bond, in the amount of 100% of the contract amount, meeting all requirements of said RFB and approved by the City Attorney.

The Millbrae City Council reserves the right to accept or reject any and all bids, alternate bids, or unit prices and/or waive any irregularities in any bid received.

Bidders shall have fully inspected the project site in all particulars and become thoroughly familiar with the terms and conditions of the RFB and local conditions affecting the performance and costs of the work prior to submitting their bid proposal.

By order of the Council of the City of Millbrae.

CITY COUNCIL  
City of Millbrae  
State of California

By: Elana D. Souza  
City Clerk

Dated: 8/6/19

## GENERAL INFORMATION

The City of Millbrae (“City”) is requesting the services of a landscape contracting firm (Contractor) which specializes in providing landscape maintenance, non-emergency routine and preventative maintenance. The City is responsible for landscaping maintenance for thirteen parks, medians, downtown areas and city-owned parking lots.

Any and all changes in the Request for Bids (RFB) will be made by written addendum, which shall be issued by the City and posted to the City’s website as noted under DEADLINE FOR WRITTEN QUESTIONS, it is the responsibility of contractors to carefully review this RFB and any addenda including checking the City website regularly.

The bidder, by submitting a response to this RFB, waives all right to protest or seek any legal remedies whatsoever regarding an aspect of this RFB. Although, it is the City’s intent to choose only a small number of most qualified contractor to interview with the City, the City reserves the right to choose any number of qualified finalists.

The selected contractor shall be required to enter into the City’s standard Public Works Agreement (**Attachment 1**). All bidders that respond to the bid shall assume that the execution of this agreement, **without changes**, will be a required condition unless proposed modifications are requested at the time of submittal of the bid and then accepted by the City in a final agreement.

The City of Millbrae is an Equal Opportunity Employer. Firms participating in the selection process must comply with all applicable laws.

## BACKGROUND

Incorporated in 1948, the City of Millbrae is located adjacent to the San Francisco International Airport and is 15 miles south of the City of San Francisco, in the heart of San Mateo County. The City encompasses 3.3 square miles and serves a largely residential population of approximately 23,200.

The Parks Department manages the City’s landscape maintenance and development of the City’s open spaces. This includes maintaining the City’s Parks thirteen parks, all the civic facilities, the Spur Trail, the medians and other urban landscaping, the Downtown and the commercial areas and thousands of trees throughout the community. The Parks Department also coordinates with the Sewer, Water and Storms Division during emergencies to meet the needs of the City of Millbrae and works with citizens to determine the condition of trees on private property and issues permits for trimming, removal and replacement. In addition, Parks coordinates with the Recreation Department in staging community events.



<b>PURPOSE</b>
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The objective of this bid is to obtain a contracting firm for median and landscape maintenance per the attached specifications. Bids must be submitted as described in this RFB. Additional documentation may be added if desired. Please review the entire package before submitting your bid. Incomplete submissions may be rejected as non-responsive.

Awarded contracts are scheduled to commence on October 1, 2019

The contract will be awarded to the most responsive and responsible bid with consideration for the total contractual costs. At the City's discretion, companies submitting bids may be asked to interview with City Staff to clarify work plans to ensure the contractor has a complete understanding of City expectations.

<b>MANDATORY PRE-BID MEETING</b>
----------------------------------

Contractors interested in submitting bids must attend a mandatory pre-bid meeting. Meeting will take place on:

**Tuesday, August 13, 2019 at 9:00 AM**  
**City of Millbrae – City Hall**  
**621 Magnolia Avenue**  
**Millbrae, CA 94030**

<b>SCHEDULE RFB PROCESS</b>
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A schedule for this RFB is given below and is subject to change:

Distribution of RFB	<b>August 6, 2019</b>
Deadline to Submit Written Questions	<b>August 21, 2019</b>
Deadline to submit bids	<b>August 26, 2019</b>
Recommendation presented to the City Council	<b>September 10, 2019</b>
Contract to commence (Proposed)	<b>October 1, 2019</b>

Note that this schedule is preliminary. The schedule may be adjusted, as needed, by the City.

<b>PROCESS FOR RESPONSE</b>
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All bids must be submitted on the City forms and must include all required forms information as outlined Bid Contents Section.

**Bids must be received at City of Millbrae – Office of the City Clerk by 2:00 PM on Monday, August 26, 2019.**

Bids shall be clearly marked: **MEDIAN AND LANDSCAPE MAINTENANCE SERVICES** and submitted to:

**City of Millbrae – Office of the City Clerk  
621 Magnolia Avenue  
Millbrae, CA 94030**

Late submittals shall not be accepted.

The bid shall be brief, precise, and shall not include unnecessary promotional material.

A contractor may withdraw its bid at any time prior to the submittal deadline by submitting a written request for withdrawal to the bid signed by an authorized agent of the firm. The contractor may thereafter submit a new or modified bid prior to the submittal deadline. Modifications offered in any other manner, including oral or written, will not be considered.

Submission of a bid indicates acceptance by the firm of the conditions contained in this RFB unless clearly and specifically noted in the bid submitted and confirmed in the final contract between the City of Millbrae and the consultant selected.

<b>DEADLINE FOR WRITTEN QUESTIONS</b>
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**Questions about this RFB or process must be submitted in writing (e-mail acceptable) to: Rose Velilla, Management Analyst at 621 Magnolia Avenue, Millbrae, CA 94030 or [rvelilla@ci.millbrae.ca.us](mailto:rvelilla@ci.millbrae.ca.us) before 4:00 pm on August 21, 2019. The City will compile a list of written questions with responses and post to the City website within one week. It is the responsibility of contractors to carefully review this RFB and any addenda including checking the City website regularly.**

Except as specified above, contractors and their representatives may not communicate with any officer, director, employee, or agent of the City with respect to this RFB except as may be reasonably necessary to carry out the procedures specified in this RFB. Nothing herein prohibits contractors or their representatives from making oral statements or presentations in public to one or more representatives of the City during a public meeting. The City will not respond to verbal inquires and interested contractors are specifically discouraged from contacting the city in person or by telephone during this RFB and selection process.

## CONTRACT PERIOD AND RENEWAL

The estimated approximate initial contract term is from October 1, 2019 through June 30, 2020. The City has an option to renew the Agreement up to three (2) two-year periods after the initial contract.

The contractor will be notified of the City's intention to extend the contract at least 30 calendar days prior to the expiration date of the contract.

The award shall be based on the qualifications and lowest responsible presented by the CONTRACTOR, which will be solely determined by the City. Criteria used for evaluation will include: cost, ability to provide service, previous performance and references, quality of service, responsiveness to specifications, and unspecified value-added offerings by the contractor. The awarding authority's determination and selection shall be final.

The City reserves the right to reject any or all bids or any part of the bid, to waive minor defects or technicalities, or to solicit new bids.

Please note that you will be paid monthly one/twelfth (1/12) of your proposed annual cost. The actual payments made to the contractor will be based on the contractor's actual work performed for the City consistent with the terms and conditions of the contract documents.

## MINIMUM CONTRACTOR QUALIFICATIONS

The CONTRACTOR is required to have a minimum of five (5) years in business performing commercial landscape maintenance.

**The CONTRACTOR must possess a valid, current and in good standing Class A or Class C-27 Contractor's License issued by the California State Contractor Licensing Board.** A copy of the CONTRACTOR'S license number and date of expiration shall be included in the submitted bid. Failure to produce and possess the specified license will render the Bid as non-responsive.

**The CONTRACTOR must possess a valid, current and in good standing Pest Control License issued by the California Department of Pesticide Regulation.**

## EVALUATION OF BID

1. The CONTRACTOR shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required with this specification, because of failure to investigate the conditions or the Contractor failure to become acquainted with all the information concerning the services to be performed.
2. Awards shall be based on a best value evaluation. Criteria used for the evaluation will include cost, ability to provide service, previous performance and references, quality of service, responsiveness to specifications, and unspecified value-added

offerings by the contractor. The City reserves the right to reject any or all bids or to award only subtotals to multiple contractors based upon best value evaluation. The awarding authority's determination and selection shall be final.

3. Each contractor, by the submission of a bid, assents to each and every term and condition set forth within this specification and attached agreement and, upon award, agrees to be bound thereby.
4. Any bid that is incomplete, conditional or obscure, or which contains irregularities of any kind, may be cause for rejection in the City's sole discretion.
5. It is the Contractor's responsibility to ensure that all addenda issued are incorporated in their submitted bid. Failure to acknowledge and incorporate addenda may be cause for a City determination of Contractor's "non-responsiveness."
6. If a Contractor takes any exceptions to any part of these specifications as written, or as amended by any Addenda subsequently issued, they must do so in writing prior to the time of bid submission. Failure to do so will be construed as acceptance of all provisions of the specifications.

#### **CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS**

This Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, pursuant to Labor Code section 1771.4. Under California Labor Code section 1771.1, as amended by SB 854, a contractor may not bid, nor be listed as a subcontractor, for any bid submitted for a public work unless the contractor and its subcontractors are registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code. The Bidder and its Subcontractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions under Labor Code 1771.1.

#### **BID CONTENTS**

Each bid must include the following contents:

1. Cost Proposal
2. Copy of current contractor's license & DIR Registration
3. Bid Security/Bidder's Bond
4. Non-Collusion Declaration
5. Statement of Experience and References
6. List of Subcontractors
7. Statement of Ability to Provide Services
8. Contractor's Work Force
9. Addenda (if any)

<b>COST PROPOSAL</b>
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**MEDIAN LOCATIONS**

EL CAMINO REAL LANDSCAPE Santa Lucia Avenue to Murchison Avenue					
Bid Item#	Description of Work	Frequency	Price per Unit	Unit Frequency	Annual Cost Per Site
1	Hand-litter: removal of all trash, paper products, debris and branches on all medians	3x/week	\$_____	52 weeks	\$_____
2	*Remove weeds	*As needed	\$_____		\$_____
3	Maintain trees and shrubs	Quarterly	\$_____	4	\$_____
4	**Trim bushes	Quarterly	\$_____	4	\$_____

\*Refer to Scope of Work & Services, application of Pesticides, Section 2.7

\*\* Refer to General Conditions, Section 20, G20.01

FRONTAGE ROAD ON EL CAMINO REAL (SOUTHBOUND ONLY) Taylor Boulevard to Chadbourne Avenue					
Bid Item #	Description of Work	Frequency	Price per Unit	Unit Frequency	Annual Cost per Site
5	Hand-litter: removal of all trash, paper products, debris and branches on all medians	2x/day; 6x/week	\$_____	52 weeks	\$_____
6	** Trim bushes	Quarterly	\$_____	4	\$_____
7	** Trim Escallonia fradesii	Quarterly	\$_____	4	\$_____
8	String trim no-mow grass	Quarterly	\$_____	4	\$_____
9	Weed control (no mow weed control)	Monthly	\$_____	12 months	\$_____
10	Power wash sidewalks	Quarterly	\$_____	4	\$_____
11	Hand wipe and disinfect Big Bellys	3x/week	\$_____	52 weeks	\$_____
12	Empty stand-alone cigarette butt bins and receptacles inside Big Bellys	3x/week (minimum)	\$_____	52 weeks	\$_____

\*Refer to Scope of Work & Services, application of Pesticides, Section 2.7

\*\* Refer to General Conditions, Section 20, G20.01

**DOWNTOWN MAINTENANCE**

<b>BROADWAY AVENUE</b>					
<b>Meadow Glen Boulevard to Victoria Avenue</b>					
<b>Bid Item #</b>	<b>Description of Work</b>	<b>Frequency</b>	<b>Price per Unit</b>	<b>Unit Frequency</b>	<b>Annual Cost per Site</b>
13	<u>Hand-litter</u> : removal of all trash, paper products, debris and branches on all medians	2x/day; 6x/week	\$_____	52 weeks	\$_____
14	** Trim bushes	As needed	\$_____		\$_____
15	*Remove weeds in planters, tree wells, and palm tree boxes	Weekly	\$_____	52 weeks	\$_____
16	Hand-wipe and disinfect Big Bellys	3x/week (minimum)	\$_____	52 weeks	\$_____
17	Empty stand-alone cigarette butt bins and receptacles inside Big Bellys	3x/week (minimum)	\$_____	52 weeks	\$_____
18	Power wash sidewalks	Quarterly	\$_____	4	\$_____
19	Blow sidewalks, curbs, gutter	Monthly	\$_____	12 months	\$_____

**PARKING PLAZA & PARK LOCATIONS**

<b>446 BROADWAY AVENUE LOT</b>					
<b>Bid Item #</b>	<b>Description of Work</b>	<b>Frequency</b>	<b>Price per Unit</b>	<b>Unit Frequency</b>	<b>Annual Cost per Site</b>
20	<u>Hand-litter</u> : removal of all trash, paper products, debris and branches on all medians	2x/day; 6x/week	\$_____	52 weeks	\$_____
21	** Trim bushes	Quarterly	\$_____	4	\$_____
22	Blow sidewalks, curb and gutter	Monthly	\$_____	12 months	\$_____
23	*Remove weeds	Bi-weekly	\$_____	26 weeks	\$_____

\*Refer to Scope of Work & Services, application of Pesticides, Section 2.7

\*\* Refer to General Conditions, Section 20, G20.01

320 MAGNOLIA AVENUE LOT					
Bid Item #	Description of Work	Frequency	Price per Unit	Unit Frequency	Annual Cost per Site
24	<u>Hand-litter</u> : removal of all trash, paper products, debris and branches on all medians	2x/day; 6x/week	\$_____	52 weeks	\$_____
25	** Trim bushes	Quarterly	\$_____	4	\$_____
26	Blow sidewalks, curb and gutter	Monthly	\$_____	12 months	\$_____
27	*Remove weeds	Bi-weekly	\$_____	26 weeks	\$_____

SITE NEAR 238 BROADWAY AVE LOT					
Bid Item #	Description of Work	Frequency	Price per Unit	Unit Frequency	Annual Cost per Site
28	<u>Hand-litter</u> : removal of all trash, paper products, debris and branches on all medians	2x/day; 6x/week	\$_____	52 weeks	\$_____
29	Blow sidewalks, curbs and gutter	Monthly	\$_____	12 months	\$_____
30	* Remove weeds	Bi-weekly	\$_____	26 weeks	\$_____
31	** Trim bushes	Quarterly	\$_____	4	\$_____

### ALTERNATE BID #1

CIVIC CENTER (City Hall, Police Station and Fire Station Grounds)					
Bid Item #	Description of Work	Frequency	Price per Unit	Unit Frequency	Annual Cost per Site
32	<u>Hand-litter</u> : removal of all trash, paper products, debris and branches on all medians	2x/day; 6x/week	\$_____	52 weeks	\$_____
33	Blow sidewalks, curb and gutter	Monthly	\$_____	12 months	\$_____
34	*Remove weeds	Bi-weekly	\$_____	26 weeks	\$_____
35	** Trim bushes	Quarterly	\$_____	4	\$_____

\*Refer to Scope of Work & Services, application of Pesticides, Section 2.7

\*\* Refer to General Conditions, Section 20, G20.01

Note: This Agreement is subject to prevailing wage laws, Labor Code Section 1770 et seq.

Price(s) given above are guaranteed for 150 calendar days after date of bid opening and through the duration of the contract, if awarded.



**SURETY**

If the Bidder is awarded the Contract, the surety who will provide the Performance Bond and the Payment Bond will be \_\_\_\_\_

whose address is \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

**BIDDER**

The name of the Bidder submitting this Proposal is \_\_\_\_\_

The address to which communications concerned with this Proposal and the contract shall be sent is \_\_\_\_\_

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

The Bidder declares under penalty of perjury that the Bidder's Contractor's License No. is: \_\_\_\_\_ and this license expires on \_\_\_\_\_  
(Date)

The Bidder declares under penalty of perjury that the Bidder's Department of Industrial Relations Registration No. is \_\_\_\_\_ and this registration expires on \_\_\_\_\_  
(Date)

**\*BIDDER MUST SUBMIT PROOF OF CONTRACTOR REGISTRATION WITH THE DIR IN THE FORM OF A HARD COPY OF THE RELEVANT PAGE OF THE DIR'S DATABASE FOUND AT: <https://efiling.dir.ca.gov/PWCR/Search>\***

The Bidder's Telephone Number is: \_\_\_\_\_

**SIGNATURE**1. If Sole Owner

I sign as sole owner of the business named above as Bidder.

\_\_\_\_\_  
Signature of Bidder

Name: \_\_\_\_\_ Date: \_\_\_\_\_

## 2. If Partnership

The undersigned certifies that he/she is a general partner in the Partnership named above as Bidder and that he/she has full authority to sign this Proposal on behalf of the Partnership.

\_\_\_\_\_  
Signature of Partner

Name: \_\_\_\_\_ Date: \_\_\_\_\_

## 3. If Corporation\*

The undersigned certify that they are officers of the Corporation named above as Bidder and have full authority to sign this Proposal on behalf of the Corporation.

\_\_\_\_\_  
Name of Corporation

(1) BY: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature) Title: \_\_\_\_\_

(2) BY: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature) Title: \_\_\_\_\_

(3) BY: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature) Title: \_\_\_\_\_

(4) BY: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature) Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

\* If the Contractor is a corporation, two corporate officers must sign on behalf of the corporation as follows: (1) The Chairman of the Board, President, or Vice President, and (2) The Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

(If person executing on behalf of Corporation is not the President or Vice President, attach evidence of authority to sign on behalf of Corporation.)

#### 4. If Joint Venture

The Undersigned certify that they have full authority to sign this Proposal on behalf of the Joint Venture named above as Bidder.

\_\_\_\_\_  
Name of Joint Venture

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Signature Signature

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

(Submit statement explaining the nature of the individual entities which comprise the Joint Venture and evidence of authority of individuals who sign this Proposal to do so on behalf of the Joint Venture.)

<b>BID SECURITY FORM</b>
--------------------------

(TO BE USED IF A CHECK, RATHER THAN  
A BIDDER'S BOND, ACCOMPANIES PROPOSAL)

Accompanying this Proposal is a cashier's check or certified check payable to the City of Millbrae (hereinafter referred to as "City)

for \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) this amount being at least ten percent (10%) of the total amount of the Proposal. This check shall become the property of the City, and it shall be entitled to its proceeds, if the Bidder's Proposal is accepted by the City and the Bidder fails to sign and deliver the Contract and to furnish the required bonds within the time set forth in the Proposal and other Contract Documents. Otherwise the check shall be returned to the Bidder at the time set forth in the Contract Documents.

**BIDDER'S BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_  
herinafter called the PRINCIPAL, and \_\_\_\_\_  
a corporation duly organized under the laws of the State of \_\_\_\_\_, having its  
principal place of business at \_\_\_\_\_, in the State of \_\_\_\_\_  
\_\_\_\_\_, and authorized to do business in the State of California, hereinafter called the SURETY, are held  
and firmly bound unto the City of Millbrae, hereinafter called the OBLIGEE, or order in the sum of \_\_\_\_\_  
\_\_\_\_\_  
Dollars (\$\_\_\_\_\_) (being at least ten percent (10%) of the total amount of Principal's  
proposal) lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the PRINCIPAL has submitted its Proposal for the project entitled **MEDIAN AND  
LANDSCAPE MAINTENANCE** to the OBLIGEE, said Proposal, by reference thereto, being hereby made a  
part hereof.

NOW, THEREFORE, if said Proposal is rejected, or in the alternate, if said Proposal is accepted and the PRINCIPAL  
signs and delivers a Contract and furnishes a Performance Bond and Payment Bond, in the form and within the  
time required by the Proposal and the Contract Documents, then this obligation shall become null and  
void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the  
liability of the SURETY for any and all default of the PRINCIPAL shall be the amount of this obligation as herein  
stated.

The SURETY, for value received, hereby agrees that the obligations of said SURETY and its bond shall not be  
impaired or affected by any extension of the time within which the OBLIGEE may accept such Proposal,  
and the SURETY hereby waives notice of any such extension.

In the event suit is brought upon this bond by the OBLIGEE and judgment is recovered, the SURETY shall pay,  
in addition to the sum set forth above, all costs incurred by the OBLIGEE in such suit, including  
~~Signature~~ attorney's fees, to be fixed by the Court.

\_\_\_\_\_  
PRINCIPAL

BY: \_\_\_\_\_

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_  
Attorney-In-Fact

\* \* \*

**Note: Signature of person executing for SURETY must be notarized and evidence of corporate authority  
attached.**

<b>PERFORMANCE BOND</b>
-------------------------

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS THE CITY OF MILLBRAE (hereinafter referred to as "City") has entered into a contract with CONTRACTOR (hereinafter referred to as "Principal") for services of the **MEDIAN AND LANDSCAPE MAINTENANCE SERVICES** (the "Contract"); and

WHEREAS said Principal is required under the terms of said Contract to furnish a bond of faithful performance of said Contract,

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City, in the sum of **AMOUNT OF CONTRACT (\$xxx)** lawful money of the United States, to be paid to the City or its successors and assigns; for which payment, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the City, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by the City, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the City as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by the City to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at City's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to the City, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

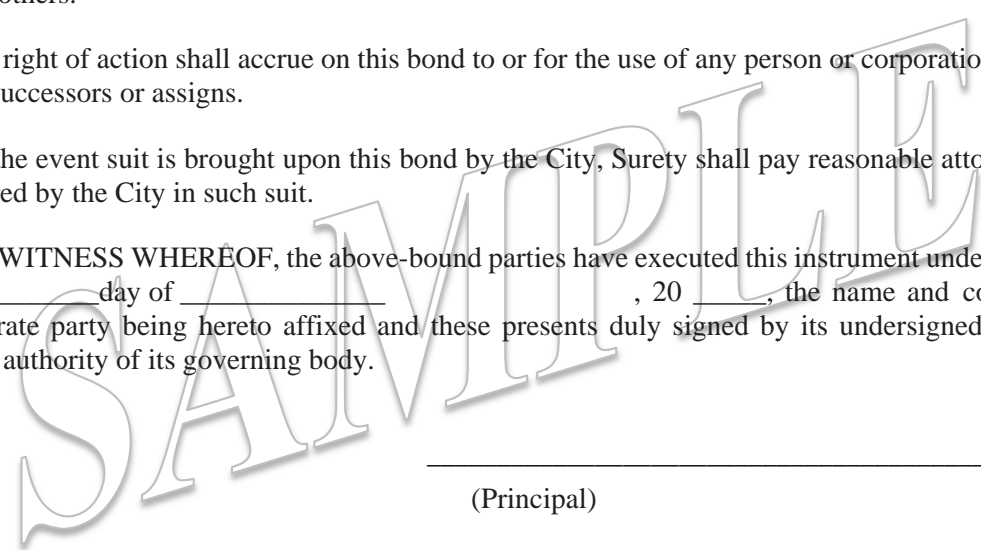
- 2. Reimburse the City for all costs the City incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the City's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or its successors or assigns.

In the event suit is brought upon this bond by the City, Surety shall pay reasonable attorney's fees and costs incurred by the City in such suit.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.



\_\_\_\_\_  
(Principal)

By \_\_\_\_\_

*Note:*

*To be signed by Principal and Surety with acknowledgment and notarial seal attached.*

By \_\_\_\_\_

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

By \_\_\_\_\_

<b>STATEMENT OF EXPERIENCE AND REFERENCES</b>
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Name of Contractor: \_\_\_\_\_

Address of Principal Office: \_\_\_\_\_

1. Are you an (check as applicable)?

Individual    Partnership    Corporation    Joint Venture

If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of incorporation; if a joint venture, list names and addresses of venturers and if any venturer is a corporation, partnership or joint venture, list the same information for each such corporation, partnership and joint venture.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Are you a licensed as a Contractor to do business in California?  Yes    No

License No. \_\_\_\_\_ Classification \_\_\_\_\_

3. For the following questions, if a joint venture, give information for each of the venturers by name. Attach additional sheets if necessary.

(a) How many years has your organization been in business as a Contractor under your present business name: \_\_\_\_\_

(b) How many years of experience has your organization had in construction work similar to the work you are interested in bidding?

(i) As a General Contractor? \_\_\_\_\_

(ii) As a Subcontractor: \_\_\_\_\_

4. Show all your projects your organizations have completed during the last five (5) years in the following pages. If your organization has been in existence for less than five (5) years, show all the projects your key personnel have completed during the last five (5) years in the following pages. (For joint venture work show the sponsoring individual or company). Attach additional sheets if necessary.



Year	Type of Work	Value of Work	Location	For Whom

5. Show all projects your organization has completed during the last ten (10) years of a type similar in magnitude and character. Attach additional sheets if necessary.

Year	Type of Work	Value of Work	Location	For Whom

6. Have you or your organization, or any officer or partner thereof, failed to complete a contract?  
 If so, please provide details. Attach additional sheets if necessary:

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7. In what other lines of business are you financially interested? Attach additional sheets if necessary.

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8. Name the persons with whom you have been associated as partners or business associates in each of the last five (5) years. Attach additional sheets if necessary.

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9. Give information below about the relevant experience of the principle individuals of your present organization including those individuals to be in responsible charge of this project. Attach additional sheets if necessary.

Individual's Name	Present Position of Office	Years of Experience	Magnitude of Work	In What Capacity

10. Give information below about your contract work underway, or for which you are committed. Attach additional sheets if necessary.

Type of Work	Location	Value	Scheduled End Date	For Whom Performed

11. References: Give organizations, including public bodies, for whom you have done work. Attach additional sheets if necessary.

Name	Address	Business

12. References: The following bank or banks can provide references as to the financial responsibility of the interested Contractor. Attach additional sheets if necessary:

(a) Name of Bank: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City and State: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Officer Familiar with Contractor's Account: \_\_\_\_\_

(b) Name of Bank: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City and State: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Officer Familiar with Contractor's Account: \_\_\_\_\_

(c) Name of Bank: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City and State: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Officer Familiar with Contractor's Account: \_\_\_\_\_

13. References: The following surety company or companies can provide references as to the financial responsibility and general liability of the Contractor. Attach additional sheets if necessary.

(a) Name of Surety Company: \_\_\_\_\_  
 Name of Local Agent (if different): \_\_\_\_\_  
 Local Address: \_\_\_\_\_  
 City and State: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Personal Familiar with Contractor's Account: \_\_\_\_\_

(b) Name of Surety Company: \_\_\_\_\_  
Name of Local Agent (if different): \_\_\_\_\_  
Local Address: \_\_\_\_\_  
City and State: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Personal Familiar with Contractor's Account: \_\_\_\_\_

14. Is any litigation pending against your organization? If so, please provide details.  
Attach additional sheets if necessary.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned contractor represents and warrants that the foregoing information is true and accurate to the best of his/her knowledge and the undersigned intends that the City of Millbrae rely thereon in awarding the attached contract.

\_\_\_\_\_  
Signature of Bidder/Contractor

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_, 20\_\_

<b>LIST OF SUBCONTRACTORS</b>
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The CONTRACTOR is required to furnish the following information in accordance with the provisions of the Sections 4100 to 4114. This list and information shall include all subcontractors that will perform work, provide labor or render services to the contractor in connection in connection with the project in an amount in excess of one-half of one percent of the total amount of the CONTRACTOR’S Bid. (Do not list alternative subcontractors for the same work.)

NOTE: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions under Labor Code section 1771.1.

(1)

NAME OF SUBCONTRACTOR	DESCRIPTION OF WORK TO BE DONE BY SUBCONTRACTOR
<hr/> ADDRESS AS SHOWN ON LICENSE	
<hr/> LICENSE NUMBER	
<hr/> DIR REGISTRATION NUMBER	
<hr/> DOLLAR VALUE OF SUBCONTRACT	
<hr/>	

(2)

NAME OF SUBCONTRACTOR _____ ADDRESS AS SHOWN ON LICENSE _____ LICENSE NUMBER _____ DIR REGISTRATION NUMBER _____ DOLLAR VALUE OF SUBCONTRACT _____ _____	DESCRIPTION OF WORK TO BE DONE BY SUBCONTRACTOR
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(3)

NAME OF SUBCONTRACTOR _____ ADDRESS AS SHOWN ON LICENSE _____ LICENSE NUMBER _____ DIR REGISTRATION NUMBER _____ DOLLAR VALUE OF SUBCONTRACT _____ _____	DESCRIPTION OF WORK TO BE DONE BY SUBCONTRACTOR
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**NON-COLLUSION DECLARATION**

**(To be executed by Bidder and Submitted with Bid)  
MEDIAN & LANDSCAPE MAINTENANCE SERVICES**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state]."

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STATEMENT OF ABILITY TO PROVIDE SERVICES**

The CONTRACTOR is required to make a statement of how services will be provided. Include: Time-period between award and start of service, number of personnel to be used providing services, experience of personnel, numbers and type of equipment to be used, and any other information you can offer that will help determine your ability to provide contracted services. The Contractor is required to submit data that indicates the use of a uniform and detailed method by which he or she proposes to define, schedule, record, update and process maintenance tasks and service reports. This program shall be computer generated.

The City of Millbrae reserves the right to evaluate the competency and responsibility of all proposing service companies and to evaluate the ability of any proposing company to perform all conditions of the contract to assure the award of this contract to a firm able to produce the quality of service required and intended by these specifications.

The Contractor's employees will be required to pass a background check. The City of Millbrae will notify the Contractor in writing of the acceptability of the Contractor's and employees. The Contractor agrees the City of Millbrae will be the sole judge of the suitability of the Contractor's employees to perform any work on City of Millbrae owned or maintained property. Subcontractors may be required to pass a background check if they will be on City property on a regular basis as determined by the City.

ATTACH CONTRACTOR'S STATEMENT OF ABILITY TO PROVIDE SERVICES HERE:  
(Attach additional sheets if necessary)

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## ATTACHMENT 1: PUBLIC WORKS AGREEMENT

THIS CONTRACT, was made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF MILLBRAE, a public agency (“City”) and **CONTRACTOR.** (“Contractor”).  
WHEREAS, the City desires to obtain work to **SCOPE OF WORK; and**

WHEREAS, the Contractor desires to furnish such work; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The Contractor shall perform all the work and furnish all the labor, materials and equipment required to **DETAILS OF WORK.**
2. **BEGINNING OF WORK AND TIME OF COMPLETION.** After the Contract has been executed by the City, the Contractor shall begin work within 10 days from the effective date of the Notice to Proceed issued by the City, and shall complete all of the work called for under this Contract within 30 days from the effective date of the Notice to Proceed.
3. **COMPENSATION.** The Contractor shall furnish and install the equipment and faithfully perform all of the work required under this Contract for a total [lump sum/not to exceed amount] of **COMPENSATION (\$XXXX).** The Total Contract Price shall include any and all costs for materials, labor, subcontractors, insurance, bonding, taxes, delivery, profit and any other element of expense or compensation arising out of the work performed hereunder.
4. **MANNER OF PAYMENT.** Contractor shall submit invoices to City on a monthly basis for services performed during the designated month on the tenth (10<sup>th</sup>) working day of the following month. City shall render payment within thirty (30) days of receipt of an undisputed and properly submitted progress payment invoice pursuant to Section 20104.50 of the Public Contract Code, subject to the retention provisions set forth in Section 14.3 of this Contract. No such payment will be made when, in the judgment of the Project Manager, (a) the work is not proceeding in accordance with the provisions of the Contract; (b) the Contractor is not complying with the requirements of the Contract; or (c) when the total value of the work done as shown on the invoice does not exceed Three Hundred Dollars (\$300.00). No such invoice or payment will be construed to be an acceptance of any work or materials. Before any progress payment or the final payment is made, the Contractor may be required to submit satisfactory evidence that it is not delinquent in payments to its employees, subcontractors, suppliers or other creditors for labor and materials incorporated into the work. Pursuant to Public Contract Code Section 20104.50, if the City fails to make a progress payment in a timely manner, it shall pay interest to the Contractor at the legal rate set forth in Section 685.010(a) of the California Code of Civil Procedure.
5. **CHANGES.** The City may, at any time, by written order, make changes within the scope of work described in this Contract. If such changes cause an increase in the budgeted cost or the time required for the performance of the agreed upon work, an equitable adjustment as mutually agreed upon shall be made in the compensation and/or schedule of performance. In the event that the Contractor encounters any unanticipated conditions or contingencies that may affect the scope of work and result in an adjustment in the amount of compensation or time required for performance of the work specified herein, Contractor shall so advise the City immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation and/or schedule resulting therefrom. Such notice shall be given the City prior to

the time that Contractor performs work related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Contract prior to implementation of such changes.

6. **TERMINATION.** The City may terminate the Contract upon ten (10) days' written notice. Upon termination, City shall pay Contractor the allowable costs incurred to the date of termination and those costs reasonably necessary, as determined by the City, to effect the termination. In the event Contractor breaches the terms of the Contract, the City may immediately terminate the Contract and shall pay Contractor only its allowable costs to the date of termination. In the event of termination, Contractor shall cooperate with the City's reasonable instructions to terminate the work and furnish requested materials and records. In the event of termination, the City will not in any manner be liable for the Contractor's actual or projected lost profits had the Contractor completed the services required by this Contract.
7. **INSPECTION OF SITE OF WORK.** Contractor shall examine carefully the site of work and shall inform itself of the conditions relating to the execution of the work. If the Contractor does not inspect the site, the Contractor is responsible for all site conditions had the Contractor performed a reasonable site inspection.
8. **RESPONSIBILITY: INDEMNIFICATION.** Contractor shall indemnify, defend, keep and save harmless the City, and its councilmembers, officers, agents and employees against any and all liability, damages, costs, claims or actions, including reasonable attorneys fees and charges, arising out of any injury to persons or property that may occur, or that be alleged to have occurred, in the course of the performance of this Contract by the Contractor caused by any act or omission of the Contractor or its employees, subcontractors or agents. Contractor further agrees if any judgment be rendered against City or any of the other individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same. This indemnification obligation shall survive the termination or suspension of this contract.
9. **INSURANCE.**
  - A. **Workers' Compensation.** Contractor shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable and Employers' Liability Insurance, which shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
  - B. **Commercial General Liability Insurance.** Contractor also shall procure and maintain at all times during the performance of this Contract Commercial General Liability Insurance with a limit for each occurrence of Two Million Dollars (\$2,000,000) naming as additional insureds, in connection with the Contractor's activities hereunder, the City, and its councilmembers, officers, employees and agents. The Insurer(s) shall endorse that its policy(ies) is Primary Insurance and it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering City.
  - C. **Automobile Liability Insurance.** Contractor shall also procure and maintain at all times during the performance of this Contract Automobile Liability Insurance covering all automobiles owned, hired, or leased by Contractor with a limit of One Million Dollars (\$1,000,000) for each accident naming the City, and its councilmembers, officers, employees and agents as additional insureds.

With respect to coverages under Subsections B and C above, inclusion of City as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against Contractor. Said policy shall protect Contractor and City in the same manner as though a separate policy had been issued to each. These requirements shall not operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

Prior to commencement of work hereunder, Contractor shall deliver to City Certificate(s) of Insurance which shall indicate compliance with all the insurance requirements above and shall stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to City.

**10. FINAL INSPECTION AND ACCEPTANCE.** Upon notice from the Contractor that the work has been completed, the City will make a final inspection and provide the Contractor with written notice of final acceptance, if it is determined that the work meets the Contract requirements, or instructions to promptly fix defective work identified at Contractor's sole expense.

**11. GUARANTY OF WORK.** Contractor warrants to the City that all materials and equipment furnished under the Contract will be of good quality and new, that the work will be free from defects in material or workmanship, and that the work will conform to the requirements of the Contract. Work not conforming to the Contract requirements may be considered defective.

If, within one (1) year after the date of final acceptance of the work by the City, any of the work is found to be defective, the Contractor shall correct it promptly after written notice from the City to do so and pay for any damage to other property resulting from the defective work. If the Contractor fails to correct the defective work, the City may correct it at the Contractor's expense. Work that is corrected shall be subject to a one-year warranty obligation, commencing on the date the work is corrected.

The requirements of this section relate only to the specific obligation to correct defective work and nothing in this section shall be construed to establish a period of limitation with respect to other obligations of Contractor under the Contract.

**12. CONDITIONS OF USE AND PRESERVATION OF PROPERTY.** Contractor shall assume full responsibility for protection and safekeeping of the materials and equipment stored on the site. In the event that any stored items or activities of the Contractor interfere with the City's operations, the Contractor shall move the items or modify the activities at its expense in accordance with City's direction.

Contractor shall exercise due care to avoid injury to existing improvements or facilities, utility facilities and adjacent property. Any injury to the property of the City or any other third party caused by Contractor's operations shall be restored or replaced at Contractor's expense.

**13. LIQUIDATED DAMAGES.** If the Contractor fails to complete the work within the time limit set forth herein, or as may be modified in accordance with this Contract, damage will be sustained by the City and it will be impracticable and difficult to ascertain the actual damage the City will sustain in the event of such delay. It is therefore agreed that Contractor shall pay liquidated damages for delay (not as a penalty) in the amount of \$100.00 per day until the work is completed. Contractor agrees to pay these liquidated damages, and further agrees that the City may deduct this amount from monies due or that may become due Contractor if not paid within seven (7) days of demand by the City.

The Contractor will be granted an extension of time and will not be assessed liquidated damages for any delay in the completion of the work caused by unforeseeable causes beyond Contractor's reasonable control and without fault of the Contractor as determined by the City. Contractor shall notify City, in writing, within ten (10) days from the beginning of such delay specifying the nature of the delay and the number of days delayed. Failure to submit written notice shall constitute an absolute waiver of any claim for an extension of time and shall be sufficient cause for denial of a request for an extension.

**14. LABOR CODE PROVISIONS APPLICABLE TO PUBLIC WORKS CONTRACTS.**

**14.1 WAGE AND HOUR.** In the performance of this Contract, Contractor's attention is directed to the following requirements of the Labor Code:

A. **Hours of Labor.** Eight hours labor constitutes a legal day's work. Contractor shall forfeit, as penalty to City, \$25 for each worker employed in the performance of the Contract by Contractor or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight hours in any one day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code and in particular, Sections 1810 to 1815, inclusive. Work performed by employees of the Contractor in excess of eight hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay, as provided in Section 1815. In addition, contractor/subcontractor may be required to pay double the basic rate of pay for all hours worked in excess of 12 hours in any workday and under other circumstances. (See California Code of Regulations sections 16100(c)(6), 16200(a)(3)(F) and applicable prevailing wage determinations.)

B. **Prevailing Wages.** Contractor shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with Section 1775, the Contractor shall forfeit as a penalty to City an amount as determined by the Labor Commissioner not to exceed \$200 for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under it in violation of the revisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor. Pursuant to the provisions of Section 1773 of the Labor Code, the City has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at the City and are available for review upon request. Pursuant to §1773.2 of the Labor Code, the Contractor shall post general prevailing wage rates at a prominent place at the site of the work.

In the event that the Contractor intends to utilize categories of workers different from, or in addition to, those anticipated by the City, it shall be Contractor's responsibility to bring such categories of workers to the City's attention immediately, and to obtain the appropriate wage rate from the Department of Industrial Relations (with the City's assistance if necessary). (See Title 8 California Code of Regulations Section 16202.)

**14.2. PAYROLL RECORDS.** The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions by his subcontractors.

(a) Each contractor and subcontractor shall keep an accurate payroll record, showing the

name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(i) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

(ii) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to the City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(iii) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

(c) Contractor and each subcontractor shall submit electronic certified payroll records to the California Labor Commissioner in the manner and format set forth in California Labor Code section 1771.4. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

(d) The Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor shall not be marked or obliterated.

(f) The Contractor shall inform the City of the location of records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(g) In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the City, forfeit One-Hundred Dollars (\$100) 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. The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to the Contractor.

(h) The Contractor and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

**14.3. LABOR NON-DISCRIMINATION.** Attention is directed to Section 1735 of the Labor Code which provides that Contractor shall not discriminate against any employee or applicant for employment because of race or color, religion, physical or mental disability, national origin or ancestry, medical condition, marital status or sex of such persons, except as provided in Section 12940 of the Government Code. Contractor further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**14.4 APPRENTICES.** The Contractor and all subcontractors shall comply with the requirements of California Labor Code sections 1777.5, 1777.6 and 1777.7 regarding the employment and of apprentices.

**14.5. WORKERS' COMPENSATION.** Pursuant to the requirements of Section 1860 of the California Labor Code, the Contractor will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Section 3700 of the Labor code.

Prior to commencement of work, the Contractor shall sign and file with the City, a certification in the following form:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' 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."

**14.6 PUBLIC WORKS REGISTRATION.** The Contractor and any subcontractor(s) must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Contract is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. The Contractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner, on a monthly basis and in a format prescribed by the Labor Commissioner.

**14.7 CONTRACTING WITH DEBARRED SUBCONTRACTORS.** The Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

**14.8 TRENCH SAFETY. {RESERVED}** For all contracts over \$25,000, excavation for any trench five feet or more in depth shall not begin until the Contractor has received approval from the City, of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall be submitted at least 5 days before the Contractor intends to begin excavation for the trench and shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.

## **15. PUBLIC CONTRACT CODE PUBLIC WORKS REQUIREMENTS**

**15.1 CLAIMS PROCEDURES.** Compliance with all change order procedures in Section 5 is a prerequisite to filing a Public Contract Code Claim pursuant to this section. Claims must be submitted no later than (a) 30 days after change order procedures are complete and the Contractor has notified the City Manager in writing that the work is being performed, or that the determination direction is being complied with under protest or (b) 30 days after the occurrence of the event giving rise to the claim.

In accordance with the procedures set forth in Public Contract Code sections 9204 and 20104-20104.6, the Contractor may submit a claim by registered or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City; (b) payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or (c) payment of an amount that is disputed by the City.

The Contractor shall furnish reasonable documentation to support the claim, including but not limited to:

1) a clear, concise recital of the basis upon which the claim is asserted, including a designation of the provisions of the contract documents upon which the claim is based, 2) a statement as to the amount of time and/or compensation sought pursuant to the claim; 3) whether the Contractor's claim arises from an ongoing occurrence, and if so a description of the specific Work activities affected by the claim, 4) a time impact analysis in the event that the Contractor requests a time extension, 5) full and complete cost records supporting the amount of any claim for additional compensation, and 6) a notarized certification by the Contractor as follows: "Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the information contained herein is a true, accurate and complete statement of all features relating to the claim asserted." Failure by the Contractor to provide sufficient documentation will result in denial of the claim. The City reserves the right to request additional documentation, or clarification of the documentation provided.

Upon receipt of a claim, the City will conduct a reasonable review and provide a written statement to the Contractor identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim. The City and the Contractor may, by mutual agreement, extend the 45 day time period. For any undisputed portion of a claim, the City must make payment within 60 days of its issuance of the written statement.

If the Contractor disputes the City's written statement, or if the City fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The City will then schedule the meet and confer conference within 30 days of the demand. Within 10 business days following the meet and confer conference, the City will provide a written statement identifying the portion of the claim that remain in dispute. Any payment due on an undisputed portion of the claim will be made within 60 days of the meet and confer conference.

After the meet and confer conference, any disputed portion of the claim may be submitted to nonbinding mediation. Alternatively, upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures set forth below.

Failure of a public entity to respond to a claim within the time periods described above shall result in the claim being deemed rejected in its entirety. Additionally, amounts not paid in a timely manner shall bear interest at 7 percent per year.

In the event that the mediation is unsuccessful, the Contractor must file a government claim pursuant to Government Code section 910 et seq. in order to initiate a civil action. In any civil action filed to resolve claims, the court shall submit the matter to nonbinding mediation within 60 days following the filing or responsive pleading, provided that the parties have not already participated in mediation of the claim as outlined above. If the matter remains in dispute after nonbinding mediation, the court shall submit the matter to judicial arbitration pursuant to Code of Civil Procedure section 1141.10 et seq. If the matter remains in dispute after judicial arbitration, the City or the Contractor may request a trial de novo.

**15.2 RETENTION OF PROGRESS PAYMENTS. {RESERVED}** The City will retain ten percent (10%) of the estimated value of the work done and ten percent (10%) of the value of materials estimated to have been furnished and delivered and unused, or furnished and stored as part security for the fulfillment of the Contract by the Contractor. Any time after fifty percent (50%) of the work has been completed, if the City finds that satisfactory progress is being made, the City may reduce the total amount being retained from payment pursuant to the above requirements to five percent (5%) of the total Contract value in accordance with Public Contract Code Section 9203.

Pursuant to Public Contract Code Section 22300, the Contractor may elect, in lieu of having progress payments retained by the City, to deposit in escrow with the City, or with a bank acceptable to the City, securities eligible for investment under Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City. If the Contractor elects to submit securities in lieu of having progress payments retained by the City, the Contractor shall, at the request of any subcontractor performing more than 5% of the Contractor's total bid, make the same option available to its subcontractors.

**15.3 EXCAVATION. {RESERVED}** In accordance with state law (Public Contract Code Section 7104), with respect to any work involving digging trenches or excavations that extend deeper than four feet, the Contractor shall notify the City promptly in writing of any of the following conditions: (a) material that the Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; (b) subsurface or latent physical conditions at the site differing from those indicated; (c) unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. Contractor shall notify the City of such conditions prior to disturbing them, and shall await direction from the City as to how to proceed.

**15.4 LIST OF SUBCONTRACTORS.** Attention is directed to the requirements of Sections 4100 to 4113, inclusive, of the California Public Contract Code which are applicable to this Contract. Each Contractor shall list the name and business address of each subcontractor to whom the Contractor proposes to subcontract a portion of the work in an amount in excess of one-half of one percent (.5%) of the Total Contract Price, along with a description of the portion of the work which shall be done by each subcontractor, by executing the "List of Subcontractors" form attached to this Contract.

**15.5 CONTRACTOR'S LICENSE REQUIREMENTS.** Contractor and any approved subcontractors shall hold such current and valid contractor's licenses as required by California Law. The license required to perform the work is as required by the City.



**15.6 NON-COLLUSION DECLARATION.** Pursuant to Public Contract Code section 7106, Contractor shall execute a Non-Collusion Declaration, in a form provided by City, which is attached and incorporated herein.

**15.7 PERFORMANCE AND PAYMENT BONDS.** For all contracts over \$25,000, the Contractor must provide a performance and payment bond, each in the amount equal to one hundred percent (100%) of the Total Contract Price and issued by a California admitted surety. The payment bond must provide the City with security for Contractor's full payment to all subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of the performance of the Contract. Full compensation for furnishing the payment bond is included in the Total Contract Price.

**15.8 ANTITRUST CLAIMS.** The Contractor's attention is directed to the following provision of Public Contract Code Section 7103.5(b) which shall be applicable to the Contractor and its subcontractors:

"In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties."

**15.9 THIRD-PARTY CLAIMS.** Pursuant to Public Contracts Code Section 9201, City shall have full authority to compromise or otherwise settle any claim relating to the Contract at any time. City shall provide for timely notification to Contractor of the receipt of any third-party claim, relating to the contract. Notice shall be in writing and will be provided within thirty (30) days.

**15.10 UTILITY RELOCATION.** Pursuant to California Government Code Section 4215, if during the course of the work the Contractor encounters utility installations which are not shown or indicated in the contract plans or in the specifications or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination of the work site, then it shall promptly notify the City in writing. Where necessary for the work of the Contract, the City will amend the contract to adjust the scope of work and the compensation to allow the Contractor to make such adjustment, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions from the City, then it shall be liable for any or all damage to such utilities or other work of the Contract which arises from its operations subsequent to the discovery, and it shall repair and make good such damage at its own cost.

**16. DISPUTE RESOLUTION.** The City and Contractor agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be utilized. Unless otherwise directed by the City, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**17. USE OF SUBCONTRACTORS.** Contractor shall not subcontract any work to be performed by it under this Contract without the prior written approval of the City. Contractor shall be solely responsible for reimbursing any subcontractors and City shall have no obligation to them.

**18. EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, religious creed (including religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, sexual orientation, gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), gender identity, gender expression, age (if 40 or over), military and veteran status, taking or requesting statutorily protected leave, or any other category protected under federal, state, or local laws.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religious creed (including religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, sexual orientation, gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), gender identity, gender expression, age (if 40 or over), military and veteran status, taking or requesting statutorily protected leave, or any other category protected under federal, state, or local laws. Such actions will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the consulting officer setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed or disclosed the compensation of the employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**19. NON-DISCRIMINATION ASSURANCE.** The Contractor agrees to comply with all applicable provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and/or the Fair Employment and Housing Act Government Code section 12940 et seq. and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq).

The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12940 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract

or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part.

**20. COMPLIANCE WITH ALL APPLICABLE LAWS.** Contractor shall comply with all the applicable requirements of federal, state and local laws, statutes, regulations, and ordinances relative to the execution of the work. In the event Contractor fails to comply with these requirements, the City may stop any work until such noncompliance is remedied. No part of the time lost due to any such cessation of the work shall be made the subject of a claim for an extension of time or increase in the compensation.

**21. CONTRACTOR'S STATUS.** Neither Contractor nor any party contracting with the Contractor shall be deemed an agent or employee of the City. The Contractor is and shall be an independent contractor, and the legal relationship of any person performing services for Contractor shall be one solely between said parties.

**22. ASSIGNMENT.** Contractor shall not assign any of its rights nor transfer any of its obligations under this Contract without the prior written consent of City.

**23. RECORDS.** Pursuant to Government Code Section 8546.7, Contractor shall retain all project-related records for a period of three (3) years after final payment on this contract, which shall be subject to audit or inspection by the City or the State Auditor during this period.

Separate and apart from the obligations under Section 8546.7, the City shall have the right to audit project records at City discretion under the following circumstances: (a) submission of a Public Records Act request regarding the project; (b) inability to resolve a disputed contract change order; or (c) submission of a claim.

**24. CITY WARRANTIES.** The City makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated herein.

**25. CITY REPRESENTATIVE.** Except when approval or other action is required to be given or taken by the City Council, the City Manager, or the City Manager's designee, shall represent and act for the City.

**26. CONFLICT OF INTEREST.** The Contractor warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Contract. The Contractor further covenants that it will not knowingly employ any person having such an interest in the performance of this Contract. Violation of this provision may result in this Contract being deemed void and unenforceable.

Depending on the nature of the work performed, a contractor of the City is subject to the same conflict of interest prohibitions that govern City employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq. as well as all applicable federal regulations and laws). During the term of the Contract, the Contractor and its employees may be required to disclose financial interests.

Depending on the nature of the work performed, the Contractor may be required to publicly disclose financial interests under the City's Conflict of Interest Code. Upon receipt, the Contractor agrees to promptly submit a Statement of Economic Interest on the form provided by the City.

No person previously in the position of director, officer, employee or agent of the City may act as an agent or attorney for, or otherwise represent, the Contractor by making any formal or informal appearance, or any oral or written communication, before the City, or any officer or employee of the City, for a period of twelve (12) months after leaving office or employment with the City if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

The Contractor must take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Contract and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the City; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Contract.

The Contractor may not engage the services of any subcontractor or independent consultant on any work related to this Contract if the subcontractor or independent consultant, or any employee of the subcontractor or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Contract.

If at any time during the term of this Contract, the Contractor becomes aware of an organizational conflict of interest in connection with the work performed hereunder, the Contractor immediately must provide the City with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The Contractor's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the term of this Contract, the City becomes aware of an organizational conflict of interest in connection with the Contractor's performance of the work hereunder, the City will similarly notify the Contractor. In the event a conflict is presented, whether disclosed by the Contractor or discovered by the City, the City will consider the conflict presented and any alternatives proposed and meet with the Contractor to determine an appropriate course of action. The City's determination as to the manner in which to address the conflict will be final.

During the term of this Contract, the Contractor must maintain lists of its employees, and the subcontractors and independent consultant used and their employees. The Contractor must provide this information to the City upon request. However, submittal of such lists does not relieve the Contractor of its obligation to assure that no organizational conflicts of interest exist. The Contractor must retain this record for five years after the City makes final payment under this Contract. Such lists may be published as part of future City solicitations.

The Contractor must maintain written policies prohibiting organizational conflicts of interest and must ensure that its employees are fully familiar with these policies. The Contractor must monitor and enforce these policies and must require any subcontractors and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the Contractor to damages incurred by the City in addressing organizational conflicts that arise out of work performed by the Contractor, or to termination of this Contract for breach.

27. **NOTICES.** All notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the City: City of Millbrae  
621 Magnolia Avenue  
Millbrae, CA 94030  
ATTENTION: City Manager

If to the Contractor: CONTRACTOR INFO  
\_\_\_\_\_  
ATTENTION: \_\_\_\_\_

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

28. **ATTORNEYS' FEES.** If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Contract or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

29. **PUBLICITY.** The Contractor, its employees, subcontractors, and agents may not refer to the City, or use any logos, images or photographs of the City for any commercial purpose, including, but not limited to, advertising, promotion or public relations, without the City's prior written consent. Such written consent will not be required for the inclusion of the City's name on a customer list.

30. **APPLICABLE LAW; VENUE.** This Contract, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California. The Superior Court of California, County of San Mateo and the U.S. District Court for the Northern District of California have exclusive jurisdiction over all disputes arising out of this Contract.

31. **NO THIRD PARTY BENEFICIARIES.** This Contract is not for the benefit of any person or entity other than the parties.

32. **SEVERABILITY.** If any provision of this Contract is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Contract, and in any event, the remaining provisions of this Contract will remain in full force and effect.

33. **ENTIRE AGREEMENT; MODIFICATION.** This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended except by a written amendment executed by authorized representatives of both parties.

34. **BINDING ON SUCCESSORS.** All of the terms, provisions and conditions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized officers as of the day and year first above written.

CITY OF MILLBRAE

CONTRACTOR

By: \_\_\_\_\_  
Name: Khee Lim  
Title: Deputy City Manager

\*By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

\*If Contractor is a corporation, the Contract must be executed by two corporate officers, one from each of the following categories 1) the President, the Vice President or the Chair of the Board, and 2) the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

## SCOPE OF WORK AND SERVICES

### 1.0 PEST CONTROL OF TURF

CONTRACTOR shall conform to the City of Millbrae's Integrated Pest Management (IPM) policy. Utilize pest management techniques that employ least toxic chemicals and non-pesticide alternatives. Provide a copy of pest control recommendations for the City of Millbrae's property. Provide an annual record of total pesticide used on City properties covered by this agreement, and complete an annual City- provided pest management survey.

The City desires to investigate alternatives to the use of certain pesticides. Consult with the PARKS SUPERVISOR or designee prior to using any of the following products: copper-based formulations, organophosphates (OP); synthetic pyrethroids; carbamates, or fipronil.

The City will provide a list of approved pesticides.

The CONTRACTOR shall provide complete and continuous control and/or eradication of all plant pests and diseases. The CONTRACTOR shall obtain any necessary permits to comply with City, County, State, or Federal regulations or laws.

CONTRACTOR will assume responsibility and liability for the use of all chemical controls. Pests and diseases include, but are not limited to, all insects, aphids, mites, other invertebrates, gophers, moles, and other vertebrates, pathogens, and nematodes. Controls are to include necessary use of integrated pest control systems involving the use of life history information and extensive monitoring. The control program shall be accomplished through prevention, cultural practices, pesticide applications, exclusion, natural enemies, biological control and host resistance.

All material use shall be in strict accordance and applied within the most current EPA regulations and the California Food and Agricultural Code.

City shall be notified prior to the application of pesticides and other chemicals. Pesticide applications shall be recorded on the Maintenance Schedule and coordinated with PARKS SUPERVISOR. Material use reports for all pesticides shall be filed with the City no later than the 10<sup>th</sup> of every month for the preceding month. All pest control work will be documented by the CONTRACTOR in a monthly chemical use reports and evaluation reports for each site services.

### 2.0 APPLICATION OF PESTICIDES

**2.1 Timing:** Pesticides shall be applied at times, which limit the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid making application

prior to inclement weather to eliminate potential runoff of treated areas. Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which each area is capable of receiving without excessive runoff.

**2.2 Handling of Pesticides:** Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area.

Application methods also shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the State of California Food and Agricultural Code or EPA regulations.

**2.3 Equipment and Methods:** Spray equipment shall be in good operating condition, quality, and design to efficiently apply materials to the target area. Drift will be minimized by avoiding high-pressure applications and using water-soluble drift agents.

**2.4 Selection of Materials:** Pesticides shall be selected from those materials, which characteristically have the lowest residual persistence. Use of emulsifiable concentrates shall be used when possible to limit windblown particles. The use of adjuvants will be to increase pesticide efficiency thereby reducing the total amount of technical material required to gain control.

**2.5 Substitutions:** Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the PARKS SUPERVISOR.

**2.6 Certification of Materials:** All materials shall be delivered on the site in original unopened containers. Materials shall be subject to inspection by the PARKS SUPERVISOR. All turf areas shall be inspected for infestations of harmful pests such as ants, insects, mites, snails, sowbugs, gophers, moles, etc. Turf shall be observed closely for leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, or wilted.

Identify the cause of injury and consult a Pest Control Advisor before application of chemical treatments.

The State of California Agricultural Code requires that toxic pest control chemicals may be used only after a written recommendation by a State of California licensed Pest Control Advisor is obtained. A recommendation must include all information the applicator should know for an accurate and safe usage. The recommendation must be time and site-specific.

Application of all pesticides shall be only by a properly State-Licensed Pest Control Operator and a Qualified Applicator (QAL) of Pesticides. There shall be no application of a pesticide without written permission of the City. In case a Restricted Use Pesticide is recommended, the City must have a use permit issued only by the San Mateo County Agricultural Commissioner. Start preventative cultural methods



before a pest is visible. At certain times of the year, and with certain environmental conditions, the presence of certain pests can be anticipated.

**2.7 Weeds must be removed upon appearance.** Selective post-emergence herbicides shall be used to kill weeds without permanent injury to other plants. Do not proceed with a treatment except as recommended by a Pest Control Advisor in writing. Broadleaf weeds in turf shall be removed selectively, without injury to the turfgrass, other than slight, temporary discoloration.

Grass weeds in lawns shall be controlled with selective post-emergence herbicides. See Seasonal Work for pre-emergence herbicide controls of weedy grass seeds; (i.e., crabgrass and dallisgrass).

Weeds not killed with herbicides shall be removed manually. However, manual weed control shall not be substituted for herbicide applications.

Turf and other plants killed by weeds, chemicals, etc., shall be replaced at the Contractor's expense. All replacements must be made within fourteen (14) days after receiving notice from the City.

The CONTRACTOR shall post 24 hours prior to any fertilizing or pesticide operation. The posting of intent of any chemical application will include the date and time of application, the product being applied and re-entry time, according to product label. The posting sign will be laminated and posted at all entry points to the park. The posting is also required on turf attached to either a stake or a-frame. On the day of spraying change the sign to read explaining that 'this location' has been sprayed on this day and state the appropriate re-entry information, as per label, e.g. "This location has been sprayed with \_\_\_\_\_ for weed control please keep off the grass for 24 hours or until dry."

**2.8 Clean-Up.** Cleanup of the work site prior to operations shall be the responsibility of the CONTRACTOR and will be required before starting any work. Cleanup shall include removal of all litter, animal feces, leaf matter, or other debris that has accumulated on the work site. CONTRACTOR shall remove all debris and dispose of it off-site or at the PARKS SUPERVISOR's direction.

At no time will it be allowed to blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean. Debris generated from adjacent maintained landscape areas shall be the responsibility of the CONTRACTOR to remove, (i.e., sidewalks, streets, gutters).

CONTRACTOR shall remove all debris resulting from the maintenance operations and dispose of it off-site at the time of occurrence. All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. Debris will need to be self-hauled. No debris will be allowed to remain at the end of the workday.

All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot traffic.

***See Attachment 2 for the City of Millbrae's Integrated Pest Management (IPM) Policy.***

### 3.0 FERTILIZATION

**3.1 Scheduling:** Fertilization will be applied in accordance as directed by the PARKS SUPERVISOR. All applications shall be recorded and specifically identified on the Landscape Maintenance Report indicating the fertilizer used and frequency applied and the landscape material applied to (i.e., turf, trees, shrubs, ground cover, etc.).

**3.1 Type:** All turf will be fertilizer using a complete or approved fertilizer (such as, 16-6-8 Turf Supreme). The rate of application shall be one (1) pound of actual nitrogen per 1,000 square feet. The PARKS SUPERVISOR may request proof of fertilizer application in the form of empty fertilizer bags. The soil shall be amended per the soil lab written recommendations.

**3.2 General:** Fertilizers shall be inorganic, dry, pelletized or prilled formulation. Application shall be in accordance with manufacturer specifications and recommendations. Application rates shall also be according to manufacturer's specifications and recommendations.

**3.3 Method of Application:** In making application of fertilizer granules, precautions shall be taken to contain these materials in the planting areas. Caution should be used when using a cyclone spreader, which tends to throw material onto paved areas. The use of constant flow P.T.O.-driven spreaders will keep materials contained in planting areas, eliminating sidewalk stains. The CONTRACTOR will be responsible for removing all fertilizer stains from concrete caused by his application.

**3.4 Timing of Application:** When climatic factors cause problems of the general use of fertilizers, an adjustment of the fertilizer schedule may be necessary. After fertilizer application, monitor watering schedule to eliminate runoff or leaching of fertilizer materials.

### 4.0 POLICING

All areas shall be kept free of litter, including broken glass or other such debris. This will require a thorough policing of the park and has to be maintained at least daily throughout the year. Any rubbish or debris shall be disposed of by the CONTRACTOR. Parking lot gutters shall be thoroughly cleaned (swept, washed, vacuumed or blown) each week to avoid accumulation of small bits of debris, glass, etc. Glass shall be removed when discovered.

All trash containers will also be inspected and kept cleaned before 11:00 a.m. Trash cans

will be inspected as part of the daily cleanup. Trash cans half full of debris or containing foul odors will be emptied at that time.

Big Belly compactors throughout the City will need to be wiped clean daily, twice a day.

Sidewalks, pathways and hard surfaces shall be policed daily. They shall be cleaned thoroughly once a week, by sweeping, backpack blowing, or hosing off. All plant growth shall be prevented in any cracks, in curbs, street gutters, or along paved areas. Grass clippings shall be removed after each mowing operation.

All trash shall be hauled off site at contractor's expense.

## 5.0 GRAFFITI AND VANDALISM

All graffiti and vandalism must be documented and reported immediately to the PARKS SUPERVISOR. The CONTRACTOR is responsible for repairing minor items of graffiti or vandalism as part of the base bid ("minor" repairs are those for which the material replacement costs are under \$500). If the material replacement cost exceeds \$500, CONTRACTOR will submit the estimated cost of repair to the PARKS SUPERVISOR. The PARKS SUPERVISOR may approve repairs over \$500 as Extra Work.

For painted surfaces, the City will provide CONTRACTOR with the appropriate color match information.

Any vandalism that results in damage to any play equipment or play structure which presents a safety hazard shall be immediately barricaded and reported to the P PARKS SUPERVISOR. The City shall be responsible for the cost of repairing any damage to any play equipment or play structure and shall perform such repairs.

## 6.0 MONTHLY ACTIVITY REPORT

The CONTRACTOR shall provide a computerized monthly activity report to the City by the fifteenth (15) working day of each month for the previous month. A monthly report generated from the database shall be sent (regular mail and email) to the City with the monthly invoice. No payment will be made without submittal of the report. The report shall include:

- a. Scheduled Repairs: A complete record of all work that was performed on parks and school fields during the previous month including the date and time, make, model, and serial number of any major components or other equipment that was newly installed at each intersection.
- b. Preventative Maintenance: Time and date the PM work was performed.

Special Note: All data gathered and stored in an electronic (or non-electronic) format by the CONTRACTOR while under contract with the City is the

property of the City. In the event that the City no longer contracts with the CONTRACTOR, full data records will be given to the City in an electronic format. Transfer of these full data records will be determined based on the size of the data records at the time of transfer.

## 7.0 CONSULTATION

The CONTRACTOR shall designate representatives in their organizations who shall be available periodically to the City for consultation.

This consultation shall include costs for maintenance work for which specific service fees have not been established in this contract; and technical explanations of functional and operational characteristics of signals.

Compensation for consultation services shall be paid at the hourly labor rates, and vehicle equipment rates, in accordance with the Cost Bid included in this RFB and completed and returned by the CONTRACTOR in its submitted bid.

## 8.0 STORAGE EQUIPMENT

The CONTRACTOR shall maintain adequate storage of equipment and tools used to maintain medians, parking lots and alleys on their own. CONTRACTOR will not be allowed to use City storage.

## 9.0 MEETINGS

The assigned staff shall be available to meet with the City's designated representative on a bi-weekly basis or as needed at a mutually agreed upon time and place in the City to review each week's maintenance activities. The assigned Supervisor shall be similarly available to meet with the City's designated representative on a monthly basis.

No additional, or separate, compensation shall be paid for attending meetings, which shall be considered as included in the compensation paid for all the various services provided hereunder.

## 10.0 PAYMENT

All payment will be made within thirty (30) days after an invoice has been approved for payment by the City's designated representative. Copies of all invoices for supplies, materials, and installed equipment should be included with the sent invoice. For cost accounting purposes, the invoice should be mailed to the City or emailed as a compatible computer file to the City. Payment will be made no more frequently than monthly; however, invoices must be submitted at least quarterly (i.e. every three months). All payments shall be made in accordance with the Cost Bid included in this RFB and completed and returned by the CONTRACTOR in its Bid.

**Special Note:** The City reserves the right to negotiate with the CONTRACTOR on the rates and fees identified on the Cost Bid, included in this RFB and completed and returned by the CONTRACTOR in its Bid. A final contract with the CONTRACTOR may not include the original rates and fees identified on the Cost Bid, as submitted in the Bid.

Compensation for all routine preventative maintenance work will be paid at an established flat rate for those medians, parking lot plazas, parks and alleys maintained in any given month, in accordance with the Cost Bid, included in this Solicitation and completed and returned by the Contractor in its Bid. (For clarification, each median will be billed to the City no more than once every other month for routine preventative maintenance works). *No additional or separate payment will be made for labor and materials, vehicles, equipment, or for daily travel time from the Contractor's base of operations to the City. The flat rate fee per median, parking lot plaza, parks and alley represents total compensation for all routine preventative maintenance work as described herein.*

#### 11.0 WAGES PAID TO CONTRACTOR'S WORKERS

Pursuant to California Labor Code Article 2, Wages, Section 1770 et seq., the work described herein is a "public work" as defined by this Article of the Labor Code and requires payment of prevailing wages pursuant to Labor Code Section 1771. Contractors are advised to familiarize themselves with this provision and with Department of Industrial Relations opinions and interpretations relative landscaping maintenance. Failure to comply with Labor Code 2, Wages, of the Labor Code may result in imposition of statutory penalties enumerated in Labor Code Section 1775.

#### 12.0 CONTRACT PERIOD, RENEWAL AND PRICE ADJUSTMENTS

The Median and Landscape Maintenance contract will be from October 1, 2019 – June 30, 2020.

This contract may be extended by the City up to three (3) two-year periods after the initial contract; starting from July 1<sup>st</sup> of the upcoming fiscal year.

Before each renewal period, the maximum compensation for the contract period may be increased by 5% from the preceding year based on approval by the City. The City in its discretion may base increases in the contract price on relevant fluctuations in the Construction Cost Index for the San Francisco Bay Area in the Engineering News Record.

#### 13.0 RESPONSIBILITY OF CONTRACTOR

All interested contracting firms shall be responsible. If it is found that the contracting firm is irresponsible (e.g. has not paid taxes, is not a legal entity, submitted a bid without an authorized signature, falsified any information in the bid package, etc.), the bid shall be rejected.

## 14.0 DISPUTE RESOLUTION

**14.1** All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

### **14.2 Mediation**

**14.3** The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph 14.5.

### **14.4 Arbitration**

**14.5** Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph 14.3 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.

**14.6** The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:

**14.7** Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

**14.8** The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years' experience in construction litigation.

**14.9** All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.

**14.10** The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.

**14.11** Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.

**14.12** The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.

**14.13** Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.

**14.14** The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgement may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.

## GENERAL CONDITIONS

### **SECTION 1**

#### **G1.01**

The premises shall be maintained with crisp, clean appearance and all work shall be performed in a professional, workmanlike manner using quality equipment and materials.

#### **G1.02**

CONTRACTOR shall provide the labor, materials, equipment, tools, services and special skills necessary for the provision of grounds and landscape maintenance services, except as otherwise specified hereinafter. The premises shall be maintained to the highest of standards at no less than the frequencies set forth herein.

#### **G1.03**

CONTRACTOR is hereby required to render and provide landscape and grounds maintenance services including, but not limited to; shaping, trimming of shrubs and ground cover plants; fertilization; cultivation; weed control;; sweeping; litter pick up; removal of illegal dumps; other maintenance required to maintain attractive median and right-of-way landscape.

#### **G1.04**

Upon commencement of work under this CONTRACT, CONTRACTOR shall be fully equipped and staffed; thoroughly familiar with CONTRACT requirements and prepared to provide all services required. Failure to provide full services from the first day of work under this CONTRACT may result in deductions from payment.

#### **G1.05**

CONTRACTOR shall be responsible to correct any maintenance deficiencies, which may exist upon commencement of work under this CONTRACT.

#### **G1.06**

CONTRACTOR shall clearly identify and equip each vehicle used at each location with decals on the exterior right and left front door panels, identifying the CONTRACTOR'S name, address and phone number. All vehicles and equipment used at any maintenance location shall be in operable working condition, clean appearance without visible damage, dirt, graffiti, etc.

#### **G1.07**

CONTRACTOR shall report to the PARKS SUPERVISOR all observations of: graffiti and other vandalism; illegal activities; transient camps; missing or damaged equipment or signs; hazards or potential hazards.

**G1.08**

CONTRACTOR shall, prior to submitting bid and during contract period, possess all licenses and permits required for the performance of the work required by this contract (except business license must be obtained prior to start of work). Minimum License requirements are:

- Pest Control License
- C-27 Contractor's License

**Copies of required licenses will need to be submitted with the bid.**

**G1.09**

CONTRACTOR shall, during inclement weather that prevents normal maintenance operation as determined by the City, clean drains, gutters or other drainage structures within the contracted area. The CONTRACTOR shall now work during inclement weather that may cause damage to any landscaped area maintained under scope of this contract.

CONTRACTOR shall, after heavy windstorms or other inclement weather that impacts sites under this agreement, bring in extra staff to clean all areas within two (2) days at no additional cost to the City. This includes, but not limited to, litter, fallen branches, soil erosion and cleaning debris from the surface of storm drains adjacent sites. Drain inlets shall be cleaned as necessary to avoid flooding during inclement weather.

**G1.10**

In general, all service levels shall remain the same after the initial CONTRACTOR start up. The City or private developers permitted by the City, may upgrade roadways, planting, or irrigation systems at any time throughout the duration of the CONTRACT. In the event that such a project takes place during the CONTRACT, maintenance of the affected areas will be removed from the CONTRACT until any independent project is complete.

**G1.11**

A Mandatory Pre-Bid Meeting is scheduled for this RFB. It is up to the CONTRACTOR prepare each bid according to the needs of that site. The size of the areas is for estimate purposes and it is the responsibility of the CONTRACTOR to verify sizes.

**G1.12**

All organic waste (including leaves, grass clippings, brush, branches and tree parts) resulting from work performed under this contract shall be disposed of at a licensed compost/green waste facility.

**G1.13**

CONTRACTOR shall incorporate and comply with all applicable Business Management Practices (BMPs) during the completion of this agreement. All work must be in compliance with the most current Regional Water Quality Control Board (RWQCB) permit, City of Millbrae Municipal Code and the City of Millbrae Storm Water Permit incorporated herein by reference.



### **G1.14**

The CONTRACTOR shall indicate in his/her bid methods of compliance, equipment utilized to ensure compliance, training of staff and experience in compliance with environmental regulations. If in the opinion of the PARKS SUPERVISOR, the CONTRACTOR is not in compliance with this provision City reserves the right to implement BMPs to the maximum extent practical, and deduct payment due or back charge the CONTRACTOR for implementation with a 15% markup for administration and overhead.

## **SECTION 2: ENFORCEMENT, DEDUCTIONS AND LIQUIDATED DAMAGES**

### **G2.01**

The PARKS SUPERVISOR shall be responsible for the enforcement of this Contract on behalf of the City.

### **G2.02**

The PARKS SUPERVISOR shall prepare and implement an Inspection Rating System to be used to verify monthly payments and deductions from payments (see sample rating system in Appendix A). This form and system may be modified at the discretion of the PARKS SUPERVISOR and/or Management Analyst. The CONTRACTOR agrees to be so evaluated by said system and bound by the ratings and/or deductions from payments indicated in the monthly Inspection Rating System report. To avoid deductions from payment, CONTRACTOR must receive a minimum rating of 95 (out of 100).

### **G2.03**

If, in the judgment of the PARKS SUPERVISOR, CONTRACTOR is deemed to be noncompliant with the terms and obligations of the CONTRACT, the PARKS SUPERVISOR may, in addition to other remedies provided herein, withhold the entire monthly payment, deduct prorate from CONTRACTOR'S invoice for work not performed, and/or deduct liquidated damages. Notification of the amount to be withheld or deducted from payments to CONTRACTOR will be forwarded to the CONTRACTOR by the PARKS SUPERVISOR and/or Management Analyst in a written notice describing the reasons for said action. The monthly Inspection Rating System report shall constitute reason for any deductions so imposed.

### **G2.04**

CONTRACTOR shall have the opportunity to remedy deficiencies identified by the PARKS SUPERVISOR in his/her inspection, within the following parameters:

- 1) CONTRACTOR shall be given five (5) working days from notification by the PARKS SUPERVISOR to remedy the identified deficiency. Failure to remedy the deficiency within the required timeframe will result in implementation of the deduction from payment.
- 2) If deficiencies occur on a regular basis, CONTRACTOR may be deemed non-compliant, and PARKS SUPERVISOR shall take appropriate action to remedy the deficiencies, including applying deductions for any work performed by City sources or other contractors that is required to bring deficiencies up to acceptable level of service.

**G2.05**

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the said specified time frame. The parties hereby agree that a reasonable estimate of such damages is One Hundred Fifty Dollars (\$150.00) per day per location. CONTRACTOR shall be liable to CITY for liquidated damages in said amount. Said amount shall be deducted from CITY'S payment to CONTRACTOR; and/or having given five (5) working days' notice to the CONTRACTOR to correct the deficiencies, if after said 5 days the CONTRACTOR fails to complete the required corrections, CITY may correct any and all deficiencies using alternate forces. The total costs incurred by completion of the work by alternate forces will be deducted and forfeited from the payment to the CONTRACTOR.

**G2.06**

The action above shall not be construed as a penalty but as adjustment of payment to CONTRACTOR to recover cost or loss due to the failure of the CONTRACTOR to complete or comply with the provisions of this CONTRACT.

**SECTION 3: INSPECTIONS, MEETINGS & REPORTS**

**G3.01**

The City reserves the right to perform inspections, including inspection of CONTRACTOR'S equipment, at any time for the purpose of verifying CONTRACTOR'S performance of Contract requirements and identifying deficiencies.

**G3.02**

The CONTRACTOR or his authorized representative shall meet with the PARKS SUPERVISOR or his representative on each site at the discretion and convenience of the PARKS SUPERVISOR or his representative, for walk-through inspections. All routine maintenance functions shall be completed prior to this meeting.

**G3.03**

At the request of the PARKS SUPERVISOR or his representative, the CONTRACTOR, or his appropriate representative, shall attend meetings and/or training sessions, as determined by the PARKS SUPERVISOR or his representative, for purposes of orientation, information sharing, CONTRACT revision, description of CITY policies, procedures, standards, and the like.

**G3.04**

CONTRACTOR shall provide to the PARKS SUPERVISOR such written documentation and/or regular reports as the PARKS SUPERVISOR deems necessary to verify and review CONTRACTOR'S performance under this CONTRACT and to provide to the PARKS SUPERVISOR pertinent information relative to the maintenance, operation, and safety of the maintained areas.

## **SECTION 4: EXTRA WORK**

### **G4.01**

The City may award Extra Work to the CONTRACTOR, or to other forces, at the discretion of the PARKS SUPERVISOR. New or unforeseen work will be classified as “Extra Work” when the PARKS SUPERVISOR determines that it is not covered by the Contract unit prices or is significantly different than the Contractor’s other work areas. Areas added that are similar size and scope may be processed by change order.

Extra Work shall be performed by agreement between the PARKS SUPERVISOR and the Contractor or on a negotiated bid and acceptance.

### **G4.02**

If the PARKS SUPERVISOR determines that the Extra Work can be performed by the CONTRACTOR’S present work force, the PARKS SUPERVISOR may authorize modification of the CONTRACTOR’S Routine Operations Schedule in order to compensate the CONTRACTOR for the performing said work.

### **G4.03**

Prior to performing any Extra Work, the CONTRACTOR shall prepare and submit a written bid including a description of the work, a list of materials, and a schedule for completion. No work shall commence without written approval of the CONTRACTOR’S bid by the PARKS SUPERVISOR. This bid is subject to acceptance or negotiation by the PARKS SUPERVISOR.

### **G4.04**

In the event that CONTRACTOR'S bid for Extra Work is not approved, the Parks Supervisor reserves the right to perform such work with other forces or to compel the CONTRACTOR to perform the work on a TIME AND MATERIALS basis. Invoices for EXTRA WORK on a TIME AND MATERIALS basis are subject to CONTRACTOR markup (in accordance with the Section 6.00.)

### **G4.05**

When a condition exists which the PARKS SUPERVISOR deems urgent, the PARKS SUPERVISOR may verbally authorize the work to be performed upon receiving a verbal estimate from the CONTRACTOR. However, within twenty-four (24) hours after receiving a verbal authorization, the CONTRACTOR shall submit a written estimate, consistent with the verbal authorization, to the PARKS SUPERVISOR for approval.

### **G4.06**

All Extra Work shall commence on the specified date established and CONTRACTOR shall proceed diligently to complete said work within the time allotted.

**SECTION 5: NEGOTIATED BID AND ACCEPTANCE**

**G5.01**

The City may award work to the CONTRACTOR, at the discretion of the PARKS SUPERVISOR. New work will be awarded on a negotiated bid and acceptance basis as when the PARKS SUPERVISOR determines that it is appropriate to negotiate a fixed price for work in lieu of utilizing unit prices. Payment for Work shall be performed by negotiated agreement between the City and the CONTRACTOR. (or on a TIME AND MATERIALS basis in accordance with section 6.00.)

**G5.02**

Prior to performing any work, the CONTRACTOR shall prepare and submit a written bid including a description of work, list of materials, and schedule for completion. No work shall commence without written approval of the CONTRACTOR'S bid by the PARKS SUPERVISOR. This bid is subject to acceptance or negotiation by the PARKS SUPERVISOR.

**G5.03**

All work shall commence on the specified date established and CONTRACTOR shall proceed diligently to complete said work within the time allotted.

**SECTION 6: TIME AND MATERIALS**

**G6.01**

In the event that the PARKS SUPERVISOR determines that work requested is of an unknown duration, not easily defined or the CONTRACTOR'S bid for work is not approved, the PARKS SUPERVISOR reserves the right to perform such work with other forces or to compel the CONTRACTOR to perform the work on a TIME AND MATERIAL basis.

**G6.02**

The PARKS SUPERVISOR may direct CONTRACTOR to proceed by allowing him/her to use the following rates or percentages as added costs for markup of all overhead and profits:

- |                               |     |
|-------------------------------|-----|
| 1) Labor                      | 10% |
| 2) Materials                  | 10% |
| 3) Equipment Rental           | 10% |
| 4) Other Items & Expenditures | 10% |

**SECTION 7: CONTRACTOR'S DAMAGES**

**G7.01**

All damages incurred to existing Median/Right-of-Way landscape areas by the CONTRACTOR'S operation shall be repaired or replaced by CONTRACTOR, or by other forces, to return the area to its original condition. Any plant replacements shall be of comparable

size and species, all at the discretion of the PARKS SUPERVISOR, all at the CONTRACTOR'S expense.

### **G7.02**

All such repairs or replacements, which are directed by the PARKS SUPERVISOR is to be done by the CONTRACTOR, shall be completed within the following time limits.

- (a) All damages to landscape, turf, median/right-of-way areas shall be repaired or replaced within five (5) days.
- (b) Irrigation damage shall be repaired or replaced before the next scheduled watering cycle.

### **G7.03**

Damaged trees and shrubs shall be repaired or replaced in accordance with the following maintenance practices:

- (a) Trees: Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss or significant compromise to the health or quality of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of the PARKS SUPERVISOR.
- (b) Shrubs: Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal and replacement of the shrub.

## **SECTION 8: COMMUNICATIONS**

### **G8.01**

The CONTRACTOR shall, during the term of this contract, maintain a single telephone number, toll free to a Bay Area region area code, at which the CONTRACTOR or CONTRACTOR'S responsible employee may be contacted to take necessary action regarding all inquiries, complaints and the like, that may be received from the PARKS SUPERVISOR or other City personnel.

### **G8.02**

Whenever immediate action is required to prevent possible injury, death or property damage, City may, after reasonable attempt to notify the CONTRACTOR, cause such action to be taken by alternate work forces and, as determined by the PARKS SUPERVISOR, charge the cost thereof to the CONTRACTOR, or deduct such cost for any amount due to the CONTRACTOR.

### **G8.03**

All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the PARKS SUPERVISOR. If any complaint is not abated within 24 hours, the PARKS SUPERVISOR shall be notified immediately of the reason for not abating the complaint followed by a written report to the PARKS SUPERVISOR within five (5) working

days. If the complaints are not abated within the time specified or to the satisfaction of the PARKS SUPERVISOR, the PARKS SUPERVISOR may correct the specific complaint and the total cost incurred by the City will be deducted and forfeit from payments owing to the CONTRACTOR from the City.

**G8.04**

The CONTRACTOR shall maintain a written log of all communications, the date and the time thereof and the action taken pursuant thereto or the reason for non-action. Said log of complaints shall be open to the inspection of the PARKS SUPERVISOR at all reasonable times.

**SECTION 9: SAFETY**

**G9.01**

CONTRACTOR agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials of other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with the City, County, State or Federal requirements at all times so as to protect all persons, including CONTRACTOR'S employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property. CONTRACTOR shall make weekly inspections for any potential hazards at said median/right-of-way areas and keep a log indicated date inspected and action taken.

**G9.02**

It shall be the CONTRACTOR'S responsibility to inspect and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The PARKS SUPERVISOR shall be notified immediately of any unsafe condition that requires major correction. CONTRACTOR shall be responsible for making minor corrections including, but not limited to; filing holes in the ground, turf or paving; using barricades or traffic cones to alert patrons of the existence of hazards; replacing valve box covers; and the like, so as to protect members of the public or others from injury.

**G9.03**

CONTRACTOR shall notify the PARKS SUPERVISOR immediately of any occurrence on the premises of accident, injury, or persons requiring emergency services and, if so requested, shall prepare a written report thereof to the PARKS SUPERVISOR within three (3) calendar days following the occurrence. CONTRACTOR shall cooperate fully with the City in the investigation of any such occurrence.

**SECTION 10: TRAFFIC CONTROL**

**G10.01**

Prior to any work in the public right-of-way, the CONTRACTOR shall assure that traffic control plans adhere to the California Manual on Uniform Traffic Control Devices (FHWA MUTCD 2014 Revision 3, as amended for us in California). The provisions in this section will not relieve the Contractor from its responsibility to provide such additional services or take such measures

as may be necessary to maintain public safety. A traffic control system consists of closing traffic lanes or pedestrian walkways in accordance with the details shown in the California Manual on Uniform Traffic Control Devices (FHWA MUTCD 2014 Revision 3, as amended for use in California).

**G10.02**

When lanes are closed for only the duration of work periods, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder at the end of work period. If the CONTRACTOR so elects, said components may be stored at selected central locations, approved by the PARKS SUPERVISOR, within the limits of the right-of-way. The closing of lanes on major streets will have restricted hours due to traffic volumes. In some cases, lane closures may not be feasible during normal work hours and as a result high traffic volume locations may require work to occur at night or early mornings.

**G10.03**

CONTRACTOR shall comply with all requirements of the Engineering Department and shall bear all costs of required traffic control including, but not limited to signs, cones, markers, flagmen, barricades etc.

**G10.04**

Traffic Control plans associated with the Caltrans encroachment permit will be reviewed by Caltrans as well as the PARKS SUPERVISOR, and all Traffic Control plans shall be adhered to at all times.

**SECTION 11: HOURS AND DAYS OF MAINTENANCE SERVICES**

**G11.01**

The basic daily hours of maintenance service shall be 6:00am to 3:30pm which shall be considered normal work hours as may pertain to any other provision of the CONTRACT. Work in the Downtown area shall be performed so that it does not affect business and customers of business.

**G11.02**

CONTRACTOR shall provide staffing to perform the required maintenance services during the prescribed hours six (6) days a week, Monday through Saturday. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the PARKS SUPERVISOR.

**G11.03**

The use of power tools is prohibited daily prior to 7:30am Monday- Friday, 8:00am and all day on Saturdays, Sundays and Holidays. Exceptions will be considered in areas that will not affect residential properties.

**G11.04**

City holidays are New Year’s Day, Martin Luther King Day, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after, Christmas Eve and Christmas Day. No work shall occur on City holidays without approval from PARKS SUPERVISOR.

**SECTION 12: MAINTENANCE SCHEDULES**

**G12.01**

The CONTRACTOR shall, within thirty (30) days after the effective date of this CONTRACT, submit work schedules to the PARKS SUPERVISOR for review and approval. Said work schedules shall identify required operations and delineate the time frames for performance. An Annual Calendar shall include all required operations that occur less than monthly. A Routine Operations Schedule shall include all tasks required at least monthly. Sample Annual Calendar and Routine Operations Schedule formats are included in Appendix B and Appendix C.

**G12.02**

The CONTRACTOR shall submit revised schedules when actual performance differs substantially from planned performance, and from time to time as requested by the PARKS SUPERVISOR. Said revisions shall be submitted to the PARKS SUPERVISOR for review and approval within five (5) working days prior to the original or revised scheduled time for the work, whichever is earlier.

**SECTION 13: CONTRACTOR’S STAFF AND TRAINING**

**G13.01**

The CONTRACTOR shall provide sufficient personnel to perform all work in accordance with the specification set forth herein.

**G13.02**

CONTRACTOR’S personnel shall possess the minimum qualifications for the position in which each is working, as set forth in Exhibit A.

**G13.03**

CONTRACTOR is encouraged to provide on-going systematic skills training, and to promote participation in, and certification by professional associations. CONTRACTOR’S systematic skills training program, and certifications required by the CONTRACTOR for employees in a given position, should be noted in the Exhibit A.

**G13.04**

Each crew of CONTRACTOR'S employees shall include at least one crew member that can speak the English language proficiently. For the purposes of this section, a crew is understood to be any individual worker or group of workers who might be working at a singular location as part of this bid.



**G13.05**

The PARKS SUPERVISOR may at any time give CONTRACTOR written notice to the effect that the conduct or action of a designated employee of CONTRACTOR is, in the reasonable belief of the PARKS SUPERVISOR, detrimental to the interest of the public patronizing the premises. CONTRACTOR shall meet with representatives of the PARKS SUPERVISOR to consider the appropriate course of action with respect to such matter and CONTRACTOR shall take reasonable measures under the circumstances to assure the PARKS SUPERVISOR that the conduct and activities of CONTRACTOR's employees will not be detrimental to the interest of the public patronizing the premises.

**G13.06**

The PARKS SUPERVISOR may at any time order any of the CONTRACTOR'S personnel removed from the premises when, in the reasonable belief of the PARKS SUPERVISOR, said CONTRACTOR'S personnel is objectionable, unruly, unsafe, or otherwise detrimental to the interest of the CITY or the public patronizing the premises.

**G13.07**

The CONTRACTOR shall require each of his personnel to adhere to basic public works standards of working attire including pant, uniform shirts and/or vests clearly marked with the CONTRACTOR'S company name and employee name badges as approved by the PARKS SUPERVISOR. Sufficient changes shall be provided to present a neat and clean appearance of the CONTRACTOR'S personnel at all times. Shirts shall be worn and buttoned at all times. CONTRACTOR'S personnel shall be equipped with proper shoes and other gear required by State Safety Regulations. Brightly colored traffic vests or reflectors shall be worn when personnel are working near vehicular traffic.

**G13.08**

CONTRACTOR'S PERSONNEL WILL BE REQUIRED TO HAVE A BACKGROUND CHECK. The following information must be submitted no less than 30 days prior to any employee's start of work:

- Full Name
- Social Security Number
- California Driver's License or ID number
- Birth Date
- Address

The records check will include finger printing; Department of Justice wanted person system, California Driver's License check, San Mateo County warrant check and review of any local record. The City will be responsible for the costs associated with this process for the first 10 contractor employees. Additional checks required beyond the initial 10 during the lifetime of the contract shall be borne exclusively by the contractor. The City reserves the right to approve/refuse any prospective employees of the contractor as a result of the background check.

**G13.09**

The CONTRACTOR shall have on staff a PCA (Pest Control Advisor).

**G13.10**

The CONTRACTOR shall have an employee assigned to the job as supervisor for the duration of the contract. He/she must have a minimum of four (4) years' experience in landscape supervision, with experience or training in turf management, pest control, soils, fertilizers and plant and weed identification.

**G13.11**

The CONTRACTOR's employees shall have a minimum two (2) years' experience of landscape maintenance experience or education.

**SECTION 14: NON-INTERFERENCE- NOISE**

**G14.01**

CONTRACTOR shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

**G14.02**

In the event that the CONTRACTOR'S operations must be performed when persons of the public are present, CONTRACTOR shall courteously inform said persons of any operations that might affect them and, if appropriate, request persons to move out of the work area.

**G14.03**

CONTRACTOR shall be subject to local ordinances regarding noise levels with regard to equipment operations. CONTRACTOR shall not use any power equipment prior to 7:30am or later than 6:00pm. Further, any schedule of such operations may be modified by PARKS SUPERVISOR in order to ensure that the public is not unduly impacted by the noise created by such equipment.

**SECTION 15: USE OF CHEMICALS**

**G15.01**

The City of Millbrae solicits and encourages the use of effective alternate pest control measures. CONTRACTOR shall have extensive knowledge and experience developing and implementing Integrated Pest Management programs (IPM). All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by or under the direction of a State of California Licensed Pest Control Operator.

**G15.02**

Chemical applications shall strictly conform to all governing regulations. CONTRACTOR'S staff applying chemicals shall possess all required licenses and certifications.

**G15.03**

CONTRACTOR shall at all times work within the guidelines of the City of Millbrae's Integrated Pest Management Plan when applying chemicals at assigned areas of responsibility. A letter of

intent is required a minimum of forty-eight hours prior to any chemical application. The letter of intent should include; the location, target pest, chemical name and description, as well as intended date of application. The letter of intent may be in email form addressed to the PARKS SUPERVISOR.

**G15.04**

CONTRACTOR shall at no time apply pesticides within one hundred feet of bodies of water, schools, childcare and adult care facilities, city owned playground and picnic areas. Pest management within one hundred feet of these locations shall be done manually or mechanically using non-chemical methods. A site map identifying these areas is provided for the CONTRACTOR'S use.

**SECTION 16: MOWING**

**G16.01**

Mow turf to the following heights or as directed by the PARKS SUPERVISOR:

- A. Cool season turf including bluegrass, perennial rye and fescues: 6 inches – 8 inches.

**G16.02**

Mowing operations shall be scheduled Monday through Friday.

**G16.03**

Walkways and adjacent paved areas/roadways shall be cleaned of clippings immediately following each mowing.

**G16.04**

Mowing operations shall be scheduled at times of low public use.

**G16.05**

Mowing frequency shall be a minimum of one (1) time per week while turf is actively growing so as to maintain the required heights listed in section 16.04.

**SECTION 17: TURF AND GROUND-COVER EDGING**

**G17.01**

All turf edges shall be kept neatly edged. All grass invasions into adjacent areas shall be eliminated.

**G17.02**

String trimmers shall not be used to trim around trees. Turf and groundcover shall be maintained a minimum of one (1) foot from the trunks of trees by use of manual means.

**G17.03**

A 36-inch diameter circle shall be maintained around young trees with immature bark or caliper of less than 6 inches. Circles may include a watering basin, and/or a 2-3 inch deep layer of

mulch, where appropriate, as directed by the PARKS SUPERVISOR. Circles shall be kept free of weeds and grasses by use of manual means.

**G17.04**

Turf and groundcover shall be trimmed or limited around valve boxes, meter boxes, backflow devices, park equipment and other obstacles; and around sprinklers as needed to provide optimum water coverage.

**G17.05**

All groundcover and flower bed areas shall be kept neatly edged and free of grass invasion.

**G17.06**

Walkways, hardscape and roadways shall be cleaned of clippings and debris immediately following each mechanical edging.

**G17.07**

Frequency of mechanical edging of turf shall be once per month.

**G17.08**

Frequency of ground cover edging shall be as needed so that no encroachment occurs across boundaries.

**SECTION 18: FERTILIZATION**

**G18.01**

Products and rates of application shall be determined by the PARKS SUPERVISOR.

**G18.02**

CONTRACTOR shall include scheduling of fertilizations on Annual Calendar.

**G18.03**

CONTRACTOR shall give written notice to the PARKS SUPERVISOR at least two City business days in advance of fertilizer application at a given site.

**G18.04**

CONTRACTOR shall have all materials delivered to the site in properly labeled, unopened bags. All bags shall be retained on the site for the PARKS SUPERVISOR'S inspection and shall be removed promptly following inspection.

**G18.05**

Application of fertilizer shall be done in sections, determined by the areas covered by each irrigation system. Adequate irrigation shall immediately follow the application of fertilizer to force fertilizer material to rest directly on the soil surface.

**G18.06**

Turf, shrubs and groundcover areas shall be fertilized at least two (2) times per year.

## **SECTION 19: WEED CONTROL**

### **G19.01**

All areas shall receive diligent control of weeds by employing all industry-recognized, legal methods, as approved by the PARKS SUPERVISOR and in accordance with the City of Millbrae Integrated Pest Management Plan.

### **G19.02**

The following areas shall be kept weed free: shrub areas, ground cover beds, planters, cracks in paved areas, including sidewalks, curbs, asphalt, all hardscape and areas covered with ornamental rock.

### **G19.03**

All turf, shrub beds, planters, and other landscaped areas shall be maintained weed free.

### **G19.04**

Chemical applications shall be done as needed. Weeds, which grow from, or spread by, underground stolons, tubers, and the like, such as Bermuda Grass, Nutgrass, and Ragweed, shall be controlled using appropriate chemical controls. **Said weeds shall not be physically removed until chemical action is complete.**

### **G19.05**

Inspect, spot treat or mechanically remove weeds as necessary. Hand weeding or spot treatment of all areas is to be performed at least one (1) time per month.

### **G19.06**

Apply appropriate pre-emergent herbicides to prevent germination of known problem weeds.

### **G19.07**

Pre-emergent herbicide materials to be used shall be as approved by the PARKS SUPERVISOR. Materials to be used shall be those best suited to the control of the target weeds in the given planting. A letter of intent is required a minimum of forty-eight hours prior to any chemical application. The letter of intent should include; the location, target pest, chemical name and description, as well as intended date of application. The letter of intent may be in email form addressed to the PARKS SUPERVISOR.

### **G19.08**

Pre-emergent herbicide applications shall be carefully scheduled as approved by the PARKS SUPERVISOR, and shall be made per label instructions for optimum control. Scheduling of pre-emergent herbicide applications shall be reflected on the annual calendar along with notation identifying material name and target weeds.

### **G19.09**

Pre-emergent herbicide applications shall be made annually and as required for optimum control of target weeds.

**G19.10**

CONTRACTOR shall at all time work within the guidelines of the City of Millbrae Parks Integrated Pest Management Plan when applying chemicals at assigned areas of responsibility.

**G19.11**

CONTRACTOR shall at no time apply herbicides within one hundred feet of bodies of water, schools, childcare and adult care facilities, city owned playground and picnic areas. Pest management within one hundred feet of these locations shall be done manually or mechanically using non-chemical methods. A site map identifying these areas is provided for the CONTRACTOR’S use.

**SECTION 20: SHRUB AND GROUND COVER MAINTENANCE**

**G20.01**

Clearance: Prune plants material where necessary to maintain access and safe vehicular visibility and clearance and to prevent eliminate hazardous conditions. Maintain height of 40” throughout except the following areas, whereas height need to be maintained at 14” at all times:

- Corners of Hillcrest Blvd. and Frontage Road
- Corners of Taylor Blvd. and Frontage Road
- Corners of La Cruz Avenue and Frontage Road
- Corners of Victoria Avenue and Frontage Road
- All entrances and exits to parking lots

**G20.02**

Prune shrubs to encourage healthy growth habits, natural form and proportion. Restrict growth of shrubbery to area behind curbs and within planter beds by pruning. Under no circumstances shall hedge shears be used as a means of pruning.

**G20.03**

Plant ties shall be checked frequently and either retied to prevent girdling or removed along with the stakes when no longer required.

**G20.04**

Periodic staking and tying shall be done as needed.

**G20.05**

All structural weaknesses such as split crotches or limbs, diseased or decayed limbs, or severe damage above fifteen (15) feet in height from the ground shall be reported to the PARKS SUPERVISOR.

**GROUND COVER**

- A) Groundcover shall be renovated as needed. Renovation of groundcover shall include mowing, thinning and/or shearing of groundcover and fertilization; and may include bed

cultivating and/or mulching, as appropriate to the species and conditions and as directed by the PARKS SUPERVISOR.

- B) All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop.
- C) All groundcover areas shall be pruned to maintain neat but natural (not sheared) edges.
- D) Except as specifically directed by the PARKS SUPERVISOR, groundcover plants shall be prevented from climbing utilities, shrubs, trees and the like.

**G20.06**

Remove all dead shrubs.

**G20.07**

All trimming and debris shall be removed and properly disposed of immediately.

**G20.08**

Flowering plants shall be maintained free of excessive spent blooms, flower stalks and the like. Plants shall be renovated following peak bloom, and as needed, to produce optimum color production and plant health. Renovation methods and timing shall be as approved by the PARKS SUPERVISOR.

**SECTION 21: MULCHING**

**G21.01**

A minimum three (3) inch layer of approved mulch shall be maintained in all tree, shrub, and groundcover areas. Mulch shall be placed in such a manner as to present a neat appearance, cover all bare soil, and shall not cover plant material or the bases of trees or shrubs.

**G21.02**

All areas to receive mulch shall be free of weeds prior to mulching.

**G21.03**

Mulch shall be maintained free of litter and foreign matter.

**G21.04**

CONTRACTOR shall replenish mulch as required to maintain conditions specified Section G20.01.

**G21.05**

CONTRACTOR shall supply mulch at their sole expense, including all equipment, labor and tools required to move mulch from the stock-pile site(s) and to place mulch in required areas. Mulch totals not to exceed 1,000 cubic yards per year.

**G21.06**

Mulching operation shall be accomplished in a timely manner, so that all material is removed and stock-pile site is left clean and level, all to the satisfaction of the PARKS SUPERVISOR.

The CONTRACTOR shall implement appropriate and effective BMP'S to insure storm water pollution prevention compliance for all aspects of mulching operations at the designated storage site(s) and at mulching areas in the field.

## **SECTION 22: DISEASE AND PEST CONTROL**

### **G22.01**

All landscape areas shall be maintained free of disease and insects that could cause or promote damage to plant materials including but not limited to trees, shrubs, groundcover and turf.

### **G22.02**

The PARKS SUPERVISOR shall be notified immediately of any disease, insects or unusual conditions that might develop.

### **G22.03**

A disease control program to prevent all common diseases from causing serious damage shall be provided on an as needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor. Disease and pest control shall follow the goals and policies established in the City of Millbrae Integrated Pest Management Plan.

### **G22.04**

CONTRACTOR shall eradicate or remove bees, ants, rodents and other pests, which the PARKS SUPERVISOR deems to be a public hazard or nuisance. CONTRACTOR shall arrange for and assume the expense of such operations, if not under its immediate capabilities, within a 48-hour period after notification from the PARKS SUPERVISOR.

### **G22.05**

Gophers and other rodents shall be eliminated immediately by appropriate, approved exterminating techniques (traps, etc.).

### **G22.06**

Frequency of disease and pest control operations shall be completed as needed in order to properly address the disease or infestation, without further damaging the landscape area.

### **G22.07**

CONTRACTOR shall, at all times, work within the guidelines of the City of Millbrae Integrated Pest Management Plan when applying chemicals at assigned areas of responsibility. A letter of intent is required a minimum of forty-eight hours prior to any chemical application. The letter of intent should include; the location, target pest, chemical name and description, as well as intended date of application. The letter of intent may be in email form addressed to the P PARKS SUPERVISOR.

### **G22.08**

CONTRACTOR shall at no time apply pesticides within one hundred feet of bodies of water, schools, childcare and adult care facilities, city owned playground and picnic areas. Pest



management within one hundred feet of these locations shall be done manually or mechanically using non-chemical methods.

### **SECTION 23: LITTER, LEAF AND DEBRIS CONTROL**

#### **G23.01**

Remove all litter, paper, glass, trash, undesirable materials, silt and other accumulated debris from all areas to be maintained.

#### **G23.02**

Complete policing, litter pick up and supplemental hand sweeping of median and right of way area edges, corners and other areas inaccessible to power equipment shall be accomplished to ensure a neat appearance.

#### **G23.03**

Accumulation of leaves and debris shall be removed, from the public right of way and all landscaped areas except as specifically directed by the PARKS SUPERVISOR.

#### **G23.04**

Raking should not be used in ground cover or mulched areas except to remove heavy accumulation of leaves and debris. When raking is necessary, it should be done lightly, taking care not to damage plants or displace mulch.

#### **G23.05**

Increases in frequencies of clean-ups for seasonal plant defoliation or clean-up after storms shall be considered included in the CONTRACT.

#### **G23.06**

Removal of litter shall occur any time CONTRACTOR is on site, or on an as-need basis.

#### **G23.07**

CONTRACTOR shall employ appropriate safety equipment and procedures for litter removal.

#### **G23.08**

CONTRACTOR shall remove from city property all private signs advertising garage sales, real estate, etc. (including political/campaign signs) any time CONTRACTOR is on site. The removed political/campaign signs shall be returned to PARKS SUPERVISOR. Posting of such signs are in violation of Municipal Ordinance.

### **SECTION 24: DOWNTOWN AREA**

#### **G24.01**

The Downtown area is considered our highest area of maintenance. The Downtown area is considered from Taylor Boulevard/Broadway Avenue to Victoria Avenue/Broadway Avenue Meadow Glen Boulevard to Victoria Avenue. In addition, there are three (3) parking plazas.

**G24.02**

CONTRACTOR shall power wash hardscape within Downtown area and Frontage Road once a quarter. Power washing must also take place the weekend before the following events, as directed by the PARKS SUPERVISOR.

- Millbrae Machines Car Show: Mid-August. Touch up after car show also required
- Arts and Wine Festival: Labor Day Weekend

The scope of work includes all flat work, sidewalks, garbage/recycling cans, planters, benches and drinking fountains. Schedule for power washing shall be done during the night and early mornings (not to interfere with the daily businesses in the area) and shall be included in the Annual Calendar submitted by the CONTRACTOR.

**G24.03**

CONTRACTOR shall provide portable power washing equipment of 13 hp or greater capable of generating 3,500 psi of water pressure to clean the downtown area.

**G24.04**

Measures shall be taken by CONTRACTOR to prevent water encroachment into businesses, buildings, news racks and structures.

**G24.05**

CONTRACTOR shall ensure that methods for cleaning and disposal of waste water meet or exceed BASMAA recommendations as contained in pamphlet "Pollution from Surface Cleaning".

**G24.06**

All pedestrian hardscape areas, including but not limited to sidewalks, plazas, pedestrian street crossings, etc. shall be blown five days a week. This work does not include parking plazas.

**G24.07**

All site amenities, including but not limited to benches, hand rails, bicycle racks, garbage and recycling cans shall be completely wiped clean with a germicidal cleaner bi-weekly. Big Bellys are to be cleaned daily.

**G24.08**

All shrubs and groundcover areas shall be detailed monthly. The intent shall be to maintain shrub and ground cover areas in a neat, visually pleasing manner.

**G24.09**

CONTRACTOR shall clean drinking fountains twice a week using a germicidal cleaner to ensure that drinking fountains are clean and polished. The CONTRACTOR shall remove any mineral build up, algae, debris, stains, etc. so that drinking fountain is 100% clean and polished. If the drinking fountain drain is clogged, such that dismantling the fountain would be required for repair, the CONTRACTOR shall notify the PARKS SUPERVISOR so he/she can direct City

staff to make repairs. CONTRACTOR shall not dismantle drinking fountains, nor adjust flow rate.

**G24.10**

CONTRACTOR shall maintain tree wells in paved areas, consisting of decomposed granite/bricks so that there is no greater than one half inch (1/2") differential between the tree well and the sidewalk.

**SECTION 25: TRASH/RECYCLING BINS**

**G25.01**

CONTRACTOR shall be responsible for emptying trash bins and recycling bins (non-Big Bellys) twice a week on Monday and Thursday.

**G25.02**

CONTRACTOR shall empty trash bins by 11am on designated days.

**G25.03**

CONTRACTOR shall be responsible for providing containers for any trash and recycling picked up during the term of this contract. In addition, CONTRACTORS are responsible for disposing them.

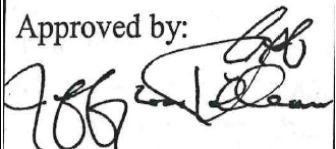
**G25.04**

CONTRACTOR shall pressure wash all trash bins and recycling bins quarterly using a germicidal cleaner and products to assure they are clean. Should the trash bins and recycling bins need repair the CONTRACTOR shall notify the PARKS SUPERVISOR so City staff can make repairs.

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**ATTACHMENT 2 – IPM Policy**  
*Integrated Pest Management*

# CITY OF MILLBRAE

<b>ADMINISTRATIVE STANDARD PROCEDURES</b>	Number: 1-21 <hr style="width: 50%; margin: 0 auto;"/> Revision: NEW	Page 1 of 3  Supercedes: NA
Subject: Integrated Pest Management (IPM) Policy	Approved by: 	Effective Date:  January 1, 2004

**I. PURPOSE:** The purpose of this Administrative Standard Procedure is to protect the health and safety of its employees and the general public, the environment and water quality, as well as to provide sustainable solutions for pest control, through the reduced use of pesticides on property owned or managed by the City to the maximum extent practicable.

**Authority:** Federal Clean Water Act, California Code of Regulations, and Code of Federal Regulations

**II. POLICY:** The Environmental Protection Agency, under amendments to the 1987 Clean Water Act, imposed regulations that mandate local government to control and reduce the amount of stormwater pollution runoff into receiving waters of the United States. Under the authority of the Porter-Cologne Water Quality Act, the State Water Resources Control Board has delegated authority to its regional boards to invoke permitting requirements. In July 1991, the San Francisco Bay Regional Water Quality Control Board (RWQCB) notified San Mateo County and all its incorporated cities of the requirement to submit a Municipal National Pollutant Discharge Elimination System (NPDES) Stormwater Permit application and to implement a Stormwater Management Plan (Plan).

Under the direction of the City/County Association of Governments (C/CAG), the San Mateo Countywide Stormwater Management Plan 1998-2003 was submitted to the RWQCB in February 1998. The RWQCB adopted the Plan, making it part of the San Mateo Countywide NPDES Stormwater Permit CA0029921, which remains in effect until July 2004. The Plan includes performance standards to which each member agency is committed to control stormwater pollution.

Under the Plan, the member agencies developed a Pesticide Management Plan that includes goals for minimizing the effects of pesticide use on municipal stormwater quality, actions to achieve those goals, and monitoring mechanisms to document effectiveness of those actions. One of the required actions is adoption of an Integrated Pest Management (IPM) policy and/or ordinance requiring use of IPM techniques in

municipal operations, minimizing pesticide use, and restricting use of organophosphate pesticides.

**Definitions:**

Pesticides are defined as: any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest. Pests can be insects, rodents and other animals, unwanted plants (weeds), bacteria or fungi. The term pesticide applies to herbicides, fungicides, insecticides, rodenticides, molluscicides and other substances used to control pests. Antimicrobial agents are not included in this definition of pesticides. In general, the intent of antimicrobial agents is to reduce or mitigate the growth or development of microbial organisms. They are used to avoid health hazards and include in door cleaning, spa and swimming pools, medical sterilizer and sanitizer products.

Integrated Pest Management (IPM) is an ecosystem-based strategy that focuses on long term prevention of pests on their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and non target organisms, and the environment.

IPM techniques may included biological controls (e.g., ladybugs and other neutral enemies or predators); physical or mechanical controls (e.g., hand labor or mowing); cultural controls (e.g., mulching, discing, or alternative plant type selection); and reduced risk chemical controls (e.g., soaps or oils).

City owned or managed property includes but is not limited to parks and open space, golf courses, roadsides, landscaped medians, flood control channels and other outdoor areas, as well as municipal buildings and structures.

**III. PROCEDURE AND RESPONSIBILITIES:**

1. Employees implementing pest management operations will use Integrated Pest Management (IPM) techniques that emphasize non-pesticide alternatives, and, when necessary, employ the least toxic chemicals. Preference shall be given to contractors who implement IPM. Non-pesticide/non-toxic alternatives will be given the highest priority. If non-pesticide alternatives fail to perform an acceptable level then the next step will be the use of the least toxic chemicals. Prior to the usage of the least toxic chemicals, city employees or City contractors who apply pesticides shall develop and maintain an active IPM Plan to ensure the long term prevention and suppression of pest problems with minimum negative impacts on the health and safety of the community and environment. The IPM plan shall be submitted to the Stormwater Coordinator, for approval prior to the use of the least toxic chemicals. In addition, the

City will track employee and contractor pesticide use and prepare an annual report summarizing the pesticide use and evaluating pest control activities performed. The annual report shall be submitted to the Stormwater Coordinator by September 30 for the previous fiscal year.

When the least toxic chemicals-pesticides are used, signs identifying such usage shall be placed at that location for the public.

2. The City encourages pilot projects to demonstrate landscape and structural pest control alternatives, seeking to use the most recent technology, best management practices and least toxic methods for all pest control measures. At least one (1) pilot project shall be implemented annually starting with the fiscal year of the adoption of the Procedure. Pilot projects should include an objective analysis of the effectiveness of the alternative techniques applied.
3. The City shall review its purchasing procedures, contracts and/or service agreements with pesticide applicators and employee training practices to determine what changes can be made to support the goal of pesticide reduction and promote the purchase and use of non-toxic alternatives and the least harmful chemicals. A summary of findings shall be provided to the Stormwater Coordinator for submittal with required annual reports.
4. The City shall perform educational outreach and/or support Countywide or regional efforts to educate residential and commercial pesticide users on (a) goals and techniques of IPM, and (b) pesticide related water quality issues. The public education materials shall be reviewed prior to publication by the Stormwater Coordinator. Final copies of the education materials shall be provided to the Stormwater Coordinator for submittal with required annual reports.

**Duties and responsibilities of designated personnel**

The Parks Superintendent or his/her designees shall be responsible for the implementation of and compliance with the procedures delineated in these Administrative Standard Procedures.



## **EXHIBIT A: CONTRACTOR'S WORK FORCE**

The CONTRACTOR shall set forth in Exhibit A to the proposed CONTRACT:

- A) Each labor or supervisory position by title that will make up the CONTRACTOR'S work force
- B) Needed to provide the described services.
- C) A sufficiently detailed explanation of the minimum qualifications for a person working in each
- D) Position title, including any required certifications and education.
- E) The minimum annual man-hours for each position title that the CONTRACTOR proposes to
- F) Commit to the performance of the described services.
- G) A list and description of the qualifications of other pertinent staff that are not to be directly
- H) Committed to this project but who will be available to support, consult, perform Extra Work, and the like.
- I) A description of CONTRACTOR'S systematic skills training program.

The information provided in this exhibit is for the purposes of determining the CONTRACTOR'S commitment and preparedness to perform the DESCRIBED SERVICES, and assuring that the CONTRACTOR'S bid is reasonable and complete. Nothing in this exhibit shall in any way be construed to remove, lessen, or relieve the CONTRACTOR from any responsibility prescribed by the CONTRACT.

CONTRACTOR may attach additional pages to describe Minimum Qualifications, if needed. Label any such pages "Exhibit A - Additional Information" along with the appropriate position title(s) corresponding to this form.

## EXHIBIT A

(A) POSITION/TITLE	(B) MINIMUM QUALIFICATIONS	(C) TOTAL ANNUAL HOURS
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		
9)		
10)		

<b>(D) Other Staff Support Title</b>	<b>Description / Qualifications</b>
1)	
2)	
3)	
4)	
5)	

**(E) Description of CONTRACTOR'S employee training program**

<b>APPENDIX A - INSPECTION RATING FORM SAMPLE</b>
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**CITY OF MILLBRAE  
MEDIAN AND LANDSCAPE MAINTENANCE SERVICES**

**INSPECTION RATING FORM  
WORK FROM: 08/01/2019 – 08/31/2019**

SITE: Median  
Subsite: El Camino Real

INSPECTOR: JOHN SMITH, 09/01/19

Category Description	Possible Points	Rating: Previous Period 07/01/19 – 07/31/19	Rating: Current Period 08/01/19 – 08/31/19
Hand-litter	20	19	19
Weed removal	20	10	15
Trees & shrub maintenance	20	20	20
Trees & shrub fertilization	20	20	20
Bush maintenance	20	18	18
Rating Total	100	87	92

Possible rating: 100  
Total Rating for this period: 92  
 Difference: 8

Deduction Percent: 8%  
 Monthly Payment: \$1,500.00  
Deduction Amount: (\$120.00)

Adjusted Monthly Payment: \$1,380.00

# SAMPLE

## APPENDIX B – ROUTINE OPERATIONS SCHEDULE

SITE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

Signature

SUBSITE: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

HOURS	MON	TUES	WED	THURS	FRI
6:00 am					
6:30 am					
7:00 am					
7:30 am					
8:00 am					
8:30 am					
9:00 am					
9:30 am					
10:00 am					
10:30 am					
11:00 am					
11:30 am					
12:00 pm					
12:30 pm					
1:00 pm					
1:30 pm					
2:00 pm					
2:30 pm					
3:00 pm					
3:30 pm					

# SAMPLE

**APPENDIX C – ANNUAL CALENDAR**

TASK	JANUARY				FEBRUARY				MARCH			
	1	2	3	4	1	2	3	4	1	2	3	4
<b>TURF</b>												
Mowing												
Edging												
Trimming												
Pruning												
Weed Control												
Clipping Removal												
String Trim												
Fertilize												
Pest Control												
Visual Inspection												
<b>PLANTERS/GROUND COVER</b>												
Edging												
Trimming												
Cultivate												
Weed Control												
Fertilize												
Pest Control												