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***PUBLIC WORKS DEPARTMENT***

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**REQUEST FOR BIDS (RFB)  
#PWD 24.304**

**STREET MEDIAN MULCH REPLENISHMENT**

**Bid Due Date:**

**Friday, September 6, 2024**

by  
2:00pm

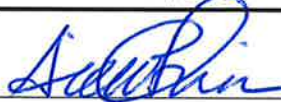
City Clerk's Office  
123 Main Street  
Pleasanton, CA 94566

[pleasantoncityclerk@cityofpleasantonca.gov](mailto:pleasantoncityclerk@cityofpleasantonca.gov)

**BID MAY BE DISQUALIFIED IF BID PACKAGE DOES NOT INCLUDE ALL REQUESTED DOCUMENTS AND DOES NOT ADHERE TO ALL OF GUIDELINES IN THIS DOCUMENT**

**APPROVED**

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Siew-Chin Yeong  
Director of Public Works

## I. INTRODUCTION

The City of Pleasanton is seeking bids for the street median mulch replenishment in various landscape median planters throughout the city. The City owns and maintains approximately 85 acres of medians.

All work to be performed shall be in accordance with the [City of Pleasanton Standard Specifications and Details\\*](#) dated July 2024, and shall be overseen by the Parks Division Manager or his designee (all reference hereafter to the Parks Division Manager shall include his designee). The selected Contractor will provide the following services:

1. Load, transport and install wood mulch in City-owned street medians at various locations within the City.
2. The City shall provide recycled wood chip mulch at the City of Pleasanton's Operations Service Center at 3333 Busch Road, Pleasanton, CA 94566.
3. It shall be the Contractor's responsibility to load mulch with their equipment at the Operations Service Center.
4. Contractor shall only add additional mulch to bring the existing level to a uniform 5-inch thickness across the open planter area. Wood mulch depth shall be tapered near curb edges to match curb height.
5. Supervision and management of services.

\*<https://www.cityofpleasantonca.gov/assets/our-government/public-works/engineering/standard-details-2024.pdf>

## II. SUBMITTAL PROCESS

Bid Submittals will be received by the City of Pleasanton City Clerk's office:

- In-person, Civic Center, at 123 Main Street, Pleasanton, CA 94566
- By mail to City of Pleasanton, P.O. Box 520, Pleasanton, CA 94566
- By Express Courier only, send to City Clerk's Office 123 Main Street
- By email to: [pleasantoncityclerk@cityofpleasantonca.gov](mailto:pleasantoncityclerk@cityofpleasantonca.gov)

**Deadline: Friday, September 6, 2024**

Please reference the Title and Project Number for all Submittals

**“Street Median Mulch Replenishment”  
Project No. PWD 24.304**

Qualifications and Bid proposals shall include completed Bid Response Package with the following: Contractor Information, Work Experience, Scope of Services with Rate Sheet, and any Additional Information deemed relevant by the Contractor.

It is the responsibility of the bidder to ensure that the complete bid package is received by the City Clerk’s office by the deadline and time. All bid packages received after the deadline will be returned to the bidder and the bid will not be considered.

**III. PROCUREMENT SCHEDULE**

EVENT	DATE/LOCATION	
RFB Advertised	Friday, August 16, 2024	
Mandatory Pre-Bid Conference	Wednesday, August 28, 2024 @ 9:00am	at: Operations Services Center Remillard Room 3333 Busch Road Pleasanton, CA 94566
Written Questions Due	Thursday, August 29, 2024, by 5:00 p.m.	
Proposal Submittal Due Date	Friday, September 6, 2024 by 2:00 p.m.	at: Pleasanton City Clerk PO Box 520 123 Main Street Pleasanton, CA 94566 <a href="mailto:pleasantoncityclerk@cityofpleasantonca.gov">pleasantoncityclerk@cityofpleasantonca.gov</a>
Council Consent Date	Tuesday, October 01, 2024	
Contract Start Date	November 01, 2024	

**Note:** Council consent and start dates are approximate.

**IV. SCOPE OF SERVICES/WORK (see Exhibit A for further details)**

The Scope of Work consists of Load, transport and install wood mulch in City-owned street medians at various locations within the City.

1. **Supervision and Management.** Provide on-site supervision of crew and management of sites. Respond to questions and resolve problems as they arise.
2. **Obtain mulch from Operations Service Center.** Recycled wood mulch for this work will be made available to Contractor at no cost at the City’s Operations Service Center at 3333 Busch Road.
3. **Traffic Control.** Provide traffic control at median work sites.
4. **Mulch Installation.** Load, transport and install wood mulch in City-owned street medians at various locations within the City.
5. **Cleanup:** Before work crews leave each site, mulch and wood dust shall not be left on curb lines, sidewalks, streets, or on top of existing plant material
6. **Updates.** On a schedule to be determined by the Parks Division Manager, provide updates on all current and future activities to the Parks Division Manager.

**V. MANDATORY PRE-BID CONFERENCES**

A Mandatory pre-bid meeting will be held at 9:00am on Wednesday, August 28, 2024, at 3333 Busch Road, Pleasanton. This will provide an opportunity for potential contractors to ask specific questions about the services and request clarification on any concerns.

**Special Note: Prime Bidders who fail to attend the pre-bid meeting are disqualified from submitting a bid.**

**VI. AGREEMENT TERMS**

The term of this agreement (See Attachment III) commences on November 1, 2024, and expires three years from that date. The parties may extend this Agreement, by Amendment, for additional two (2), one-year terms, not to exceed five years for the total Agreement. The rates shall remain firm during the first year of the Agreement. For the second or subsequent years of the Agreement, the cost of each one-year term may increase only by the change in the consumer price index for the San Francisco-Oakland-San Jose Metropolitan Area (all items index; all urban consumers) for the twelve-month period ending in August each year as published by the Bureau of Labor Statistics, U.S. Department of Labor. It is the sole responsibility of the contractor to provide the City with their new calculated rate sheet(s).

The only items that shall be subject to negotiation are the following:

1. Additional locations/services as requested by Parks Division Manager.

Within ten days of being notified by the City, Contractor shall submit to the City:

- A signed copy of the City’s standard Maintenance and Trade Services Agreement
- Certificates of Insurance, with Endorsement letter naming the City as additional insurer
- Evidence of a current business license to conduct business in the City of Pleasanton
- Completed W-9 Form for all new contractors

**VII. SPECIAL PROVISIONS & ADDITIONAL INFORMATION**

**Bids Received After Deadline**

Bids received after the time established for receiving bids will not be considered.

**Location of Bids**

This RFB has been posted on the City’s website and at the following locations:

- <https://www.cityofpleasantonca.gov/business/bids/>
- <https://www.bidnetdirect.com/california/cityofpleasantonca>

It shall be the Contractor responsibility to check the City’s website to obtain any addenda that may be issued by City Staff. If an addendum is added, it must be submitted with the Bid Response Package, with signature acknowledgement of any changes. Failure to do so will be deemed as a non-responsive bid submittal.

It is the responsibility of each prospective bidder to download and print all bid documents, including any addenda, and to verify the completeness of their printed bid documents before submitting a bid. The City does not warrant, represent, or guarantee the accuracy or completeness of any bid documents and/or information retrieved from other sources. The City is not responsible for any loss or damage including, but not limited to, time, money, or goodwill arising from errors, inaccuracies or omissions in any bid documents and/or information obtained from other sources. It is each prospective bidder's responsibility to check these sites through to the close of bids for any applicable addenda or updates.

### **Insurance**

Contractor and Sub-contractors must provide and maintain in full force for the duration of the Agreement General Liability and Bodily Injury Insurance, Automobile Insurance, Worker's Compensation Insurance and Certificates of Insurance with a supporting endorsement letter according to Agreement (**Attachment III**).

### **Selection Process**

Staff will review all qualified bid submittals and will select the lowest responsive and responsible contractor based on the submittal criteria that is outlined in this package. Staff will notify selected vendor and recommend their bid proposal to City Council and once approved an Agreement will be executed by both parties.

### **Rejection of Bids**

The City reserves the right to reject any or all bids and to determine which bid is, in the City's judgment, the lowest responsive and responsible bid of a Bidder or group of Bidders. The City also reserves the right to waive any inconsequential omissions or discrepancies in any bid and to delete certain items listed in the bid as set forth therein. Costs for developing, submitting, and presenting bids are the sole responsibility of the Bidder and claims for reimbursement will not be accepted by the City.

***D.I.R.: Contractors will be subject to registration and annual renewal fee to the Department of Industrial Relations (DIR) per Senate Bill 854. The mandate applies to all contractors and sub-contractors who intend to bid or perform work on public works projects (as defined in the Labor Code).***

### **Registration of Contractors with the Department of Industrial Relations**

For bids submitted the bidder and its sub-contractors 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 section 1771.1.(a). A contractor or sub-contractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5. A bid will not be accepted, nor any contract entered into without proof that the bidder and its sub-contractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code Section 1725.5, subject to limited legal exceptions.

### **Certified Payroll Records**

Contractor shall furnish the records specified in California Labor Code section 1776, including but not limited to the certified payrolls, directly to the Labor Commissioner. The Contractor shall furnish the records specified in California Labor Code section 1776 to the Labor Commissioner for all projects, whether new or ongoing. Copies of those certified payroll records shall also be submitted electronically to the City, upon request.

**Prevailing Wage**

In accordance with California Labor Code Section 1170 et seq., the Contractor shall pay general prevailing rate of per diem wages to all workers employed under this contract.

**Job Site Postings by Contractor**

Contractors are required to post all job site notices prescribed by law or regulation. See 8 Calif. Code Reg. section 16451(d).

**Self-Performance by Contractor**

Any Contractor being awarded this contract must have Self-Performance at a 30% minimum of the total scope of services, excluding Specialty Items if any per the Bid Schedule.

**Labor Nondiscrimination**

The awarded Contractor shall comply with the requirements of the State of California's Standard Specification Code Section 7-1.01A(4) "Labor Nondiscrimination" under this contract.

**Bid Withdrawal**

Certain mistakes permit bidders to withdraw their bids without forfeiting their bid bonds. Bidders claiming mistakes must specify in written detail how the errors occurred and must file their written statement with the Office of the City Clerk within five (5) working days of the bid opening. For bids opened at 2:00 p.m. on Thursdays, the deadline is 2:00 p.m. the following Thursday. Failure to meet the deadline may result in an otherwise valid claim for relief due to a mistake being denied. (ref. Public Contract Code §5100-5110). A bidder that has withdrawn its bid for mistake is potentially prohibited from participating in further bidding on the project, including re-bids or a substantially similar project.

**Bid Protest**

Any bidder or other interested party desiring to protest any bid must file a written bid protest with the Office of the City Clerk within five (5) working days of the bid opening. For bids opened at 2:00 p.m. on Thursdays, the Bid Protest Deadline is 2:00 p.m. the following Thursday.

The written bid protest must comply with the following requirements:

1. Only a bidder who has actually submitted a bid for the subject project is eligible to submit a protest against another bidder. Subcontractors are not eligible to submit protests. A bidder may not rely on the protest submitted by another bidder but must timely pursue its own protest.
2. The protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion(s) of the Contract Documents upon which the protest is based. The protest must contain the project



- number and project name. The protest must contain the name, address and telephone number of the person representing the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
  4. The protested bidder(s) may submit a written response to the protest, provided the response is received by the City before 5:00 p.m. within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (“Response Deadline”). The response must include all supporting documentation and the name, address and telephone number of the person representing the protested bidder. Material submitted after the Response Deadline will not be considered.
  5. A copy of the protest response and all supporting documents must also be transmitted by fax or email, by or before the Response Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
  6. The procedures and time limits set forth in this section are mandatory and are the bidder’s sole and exclusive remedy in the event of bid protest. The bidder’s failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
  7. In all cases, the first level of review of any protest shall be conducted by PWD Management Analyst which shall, within 48 hours of receiving a protest from the City Clerk’s office, will acknowledge receipt of protest in writing to the protesting bidder. As appropriate, the City Clerk, the Project Manager, the Management Analyst, and/or the City Attorney will be consulted to resolve the protest.
  8. The City shall make their best effort to resolve the protest within twenty-five (25) working days after the protest is filed. A written determination of the protest will be issued to the protesting bidder by the PWD Management Analyst on behalf of the City.
  9. The City may not award the contract pending the City’s determination of the protest unless the contract award is justified for urgent and compelling reasons or is determined to be in the best interest of the City. Such justification or determination shall be approved by the Director of the Public Works Department or the designee.

### **Contract Evaluation and Assessment**

During the initial sixty (60) day period of any contract which may be awarded to Contractor, the Parks Division Manager will meet with the Contractor to evaluate the system and services performance and to identify any issues or potential problems.

The City reserves the right to determine, at its sole discretion, whether:

- Contractor has complied with all terms of the identified Scope of Services; and
- Any problems or potential problems with the proposed system and services were

evidenced, which makes it unlikely (even with possible modifications) that such system and services have met the City requirements.

If, as a result of such determination, the City concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor will be notified of contract termination effective thirty (30) days following notice. The City will have the right to invite the next highest ranked bidder to enter into a contract. The City also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

**Identification**

Contractor's employee(s) shall be identified at all times either by a Company uniform, or by a safety vest worn outside other clothing with the Company name clearly displayed. Vehicles will have a Company sign clearly displayed.

**Travel Time**

The City will ***NOT*** pay travel time. Any Contractor desiring to cover these costs will need to incorporate them in the applicable hourly rates.

**Conflict of Interest**

The City has established a policy concerning potential conflict of interest in maintenance services, program management, design and construction. This policy applies to all proposers and their proposed contractors/consultants/sub-consultants. See Standard Professional Services Contract for additional information.

**Clarification Questions**

Questions should be directed only to the Management Analyst, Daniel Villasenor by email at [dvillasenor@cityofpleasantonca.gov](mailto:dvillasenor@cityofpleasantonca.gov). If interpretation or change is deemed necessary to the original document, then the question(s) shall be addressed in writing and an Addendum shall be posted to the City's website. To allow time for issuance of addenda, questions shall only be accepted prior to seven (7) calendar days before the bid opening date.

**ATTACHMENTS/EXHIBITS:**

**ATTACHMENT I – BID RESPONSE PACKAGE**

**ATTACHMENT II – MEDIAN LOCATION MAP**

**ATTACHMENT III – SAMPLE OF AGREEMENT**

**EXHIBIT A – SCOPE OF SERVICES**



**ATTACHMENT I  
BID RESPONSE PACKAGE**

**Required Documentation and Submittals**

All of the specific documentation listed below is **required** to be submitted with the Exhibit A – Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation in the order listed below and clearly label each section with the appropriate title.

**Submitted bid MUST contain the following or may be subjected to disqualification:**

- 1. **CONTRACTOR INFORMATION:** name, address, year established, principals of company and professional status as applicable.
- 2. **WORK EXPERIENCE:** 3 references for work or services that have been completed by your company in the last three years within the Bay Area, Contra Costa or San Joaquin Valley.
- 3. **BID FORM:** Complete the tables with the dollar amount for each of the (3) years of service as they pertain to the Identified Routes (years 1-3) as identified in **Attachment II** and also complete the Additional Services/Locations price per 1,000 square feet for each of the three years.
- 4. **EQUIPMENT:** The bid response shall include a list of proposed equipment to accomplish the actual service work requested in this RFB.
- 5. **PERSONNEL:** Bid responses shall include a complete list of all key personnel associated with the RFB. For each person on the list, the following information shall be included:
  - a. Name, including job title and years of employment with Bidder.
  - b. The role that the person will play in connection with the RFB.
  - c. Person’s relevant experience, certifications, and/or merits
- 6. **SUPPLEMENTAL INFORMATION:** Any additional information deemed necessary by your company to assist the City in the selection process including any special project provisions or specifications that the contractor brings to the bid process and actual service work.

**IMPORTANT NOTICE:** If Bidder or other interested person is a corporation, provide legal name of corporation, state where incorporated, and names of the president and secretary thereof; if a partnership, give name of the company, also names of individuals co-partners composing company; if contractor or other interested person is an individual, give first and last names in full.

**CONTRACTOR INFORMATION**  
*(Required)*

CONTRACTOR: (Company Name)		Year Est.:
BUSINESS ADDRESS:		
WEBSITE:		
CONTRACTOR LICENSE #		
DIR REGISTRATION NUMBER:	*DIR # must match the Company Named mentioned above	
SUBMITTED BY: (Name & Title)	Name: Title:	
TELEPHONE:	Office: Cell:	
EMAIL:	Email: Email:	

**Questionnaire (please circle):**

1. Has the contractor license been suspended in the past? (If Yes, please explain)  
     Yes    No    If, Yes \_\_\_\_\_
2. Do you have any contracts terminated by Owner in the past? (If Yes, please explain)  
     Yes    No    If, Yes \_\_\_\_\_
3. Has the company been debarred or suspended by Owner in the past? (If yes, please explain)  
     Yes    No    If, Yes \_\_\_\_\_

SIGNATURE:

DATE:

PRINT NAME:

TITLE:

I declare under penalty of perjury that I have the authority to execute this bid and that the foregoing is true and correct.

**WORK EXPERIENCE/REFERENCES**

*(Required)*

*Years the Company has been in the Trade* \_\_\_\_\_

Provide locations and contact information regarding three (3) projects or services that have been completed by your company in the last three (3) years within the Bay Area, Contra Costa, or San Joaquin Valley. Examples are to be of a similar type as type work you are bidding on and with a public agency.

Please provide a list of references of (3) on a separate sheet of paper if different than the ones listed below.

**PROJECT I**

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

**PROJECT II**

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

**PROJECT III**

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

**BID FORM**  
*(Required)*

Bidder hereby certifies to City that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

The cost quoted below shall include all taxes and all other charges, including travel expenses, and is the cost the City will pay for the term of any contract that is a result of this bid.

The listed prices include the composite price for labor and equipment, including all incidental power tools, hand tools and vehicles, as well as all overhead costs.

	Year 1	Year 2	Year 3
<b>Route 1 (see Route 1 PDF of bid package)</b>	\$ _____		
<b>Route 2 (see Route 2 PDF of bid package)</b>		\$ _____	
<b>Route 3 (see Route 3 PDF of bid package)</b>			\$ _____
<b>TOTAL</b>	\$ _____		

ADDITIONAL SERVICES/LOCATIONS	Price per 1,000 sq. ft. Year 1	Price per 1,000 sq. ft. Year 2	Price per 1,000 sq. ft. Year 3
Price to load, transport, and apply mulch to 1,000 sq. ft. of landscaped median	\$ _____	\$ _____	\$ _____

Company: \_\_\_\_\_ Representative Name: \_\_\_\_\_

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

**EQUIPMENT**  
*(Required)*

	MAKE, MODEL, & STYLE	Year	Capacity
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

## **EXHIBIT A – STREET MULCH REPLENISHMENT SCOPE OF SERVICES – RFB 24.304**

Contractor to provide street median mulching replenishment in various landscape median planters throughout the City.

**City Project Manager** - Project Manager will be the Parks Division Manager or their Designee.

**Supervision and Management** - Respond to questions and resolve problems as they arise.

**Intent** - The City of Pleasanton is seeking bid proposals for street median mulching replenishment in various landscape median planters throughout the City. All work to be performed shall be in accordance with the City of Pleasanton *Standard Specifications and Details*, July 2024, and shall be overseen by the Parks Division Manager or their designee (all reference hereafter to the Parks Division Manager shall include his designee). The selected Contractor will provide the following services:

1. Supervision and management of services;
2. Obtaining mulch from City's Operation Services Center;
3. Progress updates;
4. Traffic control;
5. Mulch loading, transportation and installation;
6. Site clean-up

**Scope and Schedule** - Scope of Work consists of providing street median wood mulch replenishment services for the areas and sites outlined in the attached Route 1, Route 2 and Route 3 maps. Street Medians included are also described in the attached maps. The size and conditions of each median site varies in volume of mulch required and difficulty of installation.

Mulch replenishment for all the street medians shown in the Route 1 map is to be completed from the period of the Notice to Proceed to November 1, 2024 to March 1, 2025; mulch replenishment for all the street medians shown in the Route 2 map is to be completed between September 1, 2025 to March 1, 2026; and mulch replenishment for all the street medians shown in the Route 3 map is to be completed between September 1, 2026 to March 1, 2027; at a general schedule for each route determined annually by the Parks Division Manager.

Additional mulch locations may be added in addition to the specified areas. Any additional mulch locations will be identified by the Parks Division Manager with a map or on site meeting. Additional mulch locations will be billed on a per 1,000 square foot basis.

### **1. Mulching Work**

- a. **Supervision and Management:** Provide on-site supervision of crew and management of sites. Respond to questions and resolve problems as they arise.

- b. **Obtain mulch from Operations Services Center:** Recycled wood mulch for this work will be made available to Contractor at no cost at the City's Operations Service Center at 3333 Busch Road, Pleasanton. Contractor will be issued two (2) entry cards for Contractor to enter 3333 Busch Road between the hours of 6:30 a.m. to 3:30 p.m. weekdays (except City holidays) to load Contractor's trucks with mulch.
- i) Contractor shall immediately advise the Parks Division Manager if an entry card is lost or stolen.
  - ii) Contractor shall not store any vehicles or equipment at the City's Operations Service Center other than equipment needed to load mulch.
- c. **Updates:** On a schedule to be determined by the Parks Division Manager, provide updates on all current and future work to the Parks Division Manager.
- d. **Traffic Control:** Provide traffic control at median work sites. Written traffic control plans shall meet Section 2 of the City's *Standard Specifications and Details* and must be submitted to the Parks Division Manager for approval at least two (2) business days before work commences. No traffic control shall be performed without the approval of the Parks Division Manager. A written traffic control plan shall be submitted to the Parks Division Manager prior to any work. Traffic control on major streets, or near schools, may be restricted to between the hours of 10:00 a.m. to 2:00 p.m. The Contractor is required to provide all safety cones, sign boards, arrow boards and other appropriate measures and equipment as prescribed by the Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD) for traffic control at no additional cost to the City.
- e. **Mulch Installation:** Load, transport and install wood mulch in City owned street medians at various locations within the City. The City shall provide recycled wood chip mulch at its 3333 Busch Road facility. It shall be the Contractor's responsibility to load, transport and install mulch. Where mulch already exists in median planters, Contractor shall only add additional mulch to bring the existing level to a uniform 5" thickness across the open planter area. Wood mulch depth shall be tapered near curb edges to match curb height. All mulch installation work is to be performed between the hours of 8 a.m. to 4 p.m., Monday through Friday (except City holidays), unless subject to additional limits as a major street or near a school as described in Subsection d., Traffic Control, above.

**NOTE: Heavy equipment is prohibited from entering street median planters and is limited to use on hardscapes only.**

**All existing irrigation valve boxes and utility boxes must not be covered with mulch.**



**Measures must be taken to avoid damaging landscaping, sprinklers, irrigation systems, hardscape, plants, or other median components.**

- f. **Cleanup:** Before work crews leave each site, mulch and wood dust shall not be left on curb lines, sidewalks, streets, or on top of existing plant material. All work is performed in accordance with City Specifications and requirements, and to the reasonable satisfaction of the Parks Division Manager.

## 2. Control, Supervision and Approval Authority

- a. Unless otherwise provided by specific provisions, Contractor's operations and activities pursuant to any contract shall be under the control and supervision of the Parks Division Manager.
- b. Whenever the Contractor is prohibited from conducting work unless Contractor first obtains the approval or consent of the City, such approval and consent must be obtained from the Parks Division Manager.
- c. **Supervision, Inspection, and Contract Compliance:** Contractor must provide for adequate supervision and inspection of all work performed to ensure that each requirement of these specifications is consistently met.

A fully qualified supervisor representing the Contractor shall be readily available to meet with the Parks Division Manager as needed for the purposes of correcting problems, conflicts, and coordinating work schedules.

Inspection by Parks Division Manager shall be made during normal City operating hours, unless otherwise arranged.

The progress and standard of quality of work to be accomplished shall be to the degree reasonably acceptable to the Parks Division Manager. In the event the Parks Division Manager determines Contractor's work is unsatisfactory, Contractor will be required to perform the additional corrective work at no cost to the City.

- d. The City will periodically inspect the work to assist in ensuring the work meets City's standards and the Parks Division Manager will be available during regularly schedule hours to discuss and resolve any concerns of the Contractor.
- e. **General:** The Contractor shall furnish supervision of its crew and inspection of conditions daily. The City reserves the right to request the removal of any employee of the Contractor for good cause.

All Contractors' work will be in City-specified areas only.

- f. **Supervisor:** Landscape Supervisor will have a minimum of five (5) continuous years as supervisor of complete landscape maintenance service, at least two (2) years performing duties of a foreperson.

- g. **Crew Leader:** Crew Foreperson shall have two (2) continuous years of on-the-job experience.
- h. **Uniforms:** All employees on site which are employed by the Contractor are to wear clothing which clearly identifies the Contractor.
- i. **Vehicles:** All vehicles utilized by the Contractor shall have wording which clearly identifies the Contractor.
- j. Transportation of equipment on public streets shall comply with the California Vehicle Code.

3. **Damages**

All damages to landscaping, sprinklers, irrigation systems, hardscape, plants, or other median components shall be reported by Contractor to the City and will be repaired by the City and billed to the Contractor.