

# **PUBLIC WORKS DEPARTMENT**

# REQUEST FOR PROPOSALS (RFP) #PWD 25.302

# WEED ABATEMENT SERVICES

Bid Due Date:

Wednesday July 23, 2025

by 11 a.m.

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

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** 

Siew-Chin Yeong Director of Public Works

#### I. INTRODUCTION

The City of Pleasanton is seeking proposals for weed abatement landscape services at various street right-of-way, City-owned lots, and open space locations throughout the City limits. Services may also include additional work, which will be billed as "extra work" at the direction of the Parks Division Manager. The weed abatement locations are comprised of Park Sites and City Parcels, Utilities Infrastructures (e.g., reservoir tanks, pump stations), and Streets. Currently, there are approximately 150 weed abatement sites throughout the 24 square miles of the City. To better understand the project and the division, please visit the City website at: <a href="https://www.cityofpleasantonca.gov/our-government/public-works/divisions/">https://www.cityofpleasantonca.gov/our-government/public-works/divisions/</a>

All work to be performed shall be in accordance with the <u>City of Pleasanton Standard Specifications and Details\*</u> dated July 2024, and shall be overseen by the Parks Division Manager or his designee (all references hereafter to the Parks Division Manager shall include his designee).

#### II. SUBMITTAL PROCESS

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 Express Courier only, send to City Clerk's Office 123 Main Street Pleasanton, CA 94566
- By email to: pleasantoncityclerk@cityofpleasantonca.gov
  - Special Notes: If sending electronically:
    Include a cc: <a href="mailto:dvillasenor@cityofpleasantonca.gov">dvillasenor@cityofpleasantonca.gov</a>
    Do not provide links or a zip file; it should be a PDF attachment(s) only Recommend having an email delivery receipt set up to verify proof of submittal

Deadline: Wednesday, July 23, 2025 by 11 a.m.

Please reference the Title, Project Number, and *Contractor Name* for all Submittals

Weed Abatement Services RFP No. PWD 25.302 Contractor Name

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

The bidder is responsible for ensuring that the City Clerk's office receives the complete bid package 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		
RFP Advertised	Friday, June 27, 2025		
Mandatory Pre-Bid Conference	Tuesday, July 15, 2025  at: Operations Services Cente Remillard Room 3333 Busch Road Responses CA 04566		
Written Questions Due	Pleasanton, CA 94566 Wednesday, July 16, 2025, by 5:00 p.m.		
Submittal Due Date	Wednesday, July 23, 2025, by Pleasanton City Clerk:		
	11 a.m.	123 Main Street	
		Pleasanton, CA 94566	
		pleasantoncityclerk@cityofpleasanto	
		nca.gov with a copy to	
		dvillasenor@cityofpleasantonca.gov	
<b>Council Consent Date</b>	August 19, 2025		
<b>Contract Start Date</b>	September 1, 2025		

Note: Council consent and start dates are approximate.

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

The following are some key components of the scope of work:

- ➤ Weed Control Services Provide the ability to apply pesticides to control unwanted weed species and vegetation
- > String Line Trimming Services Provide the ability to hand line trim various locations
- ➤ Mowing Services Provide the ability to perform mowing operations in swales and vacant lots
- > Tractor Services Provide the ability to mow and disc open space and vacant lots
- ➤ Utility Weed Abatement Weed abatement of water and sewer pump stations, v-ditches, bio-swales, road edges, and reservoir tanks
- > Street Weed Abatement Weed abatement of curb edges, vacant lots, and median hardscapes
- > Park Weed Abatement Weed abatement of open space parkland and park locations
- ➤ Hauling and Disposal of All Debris Properly haul and dispose of all debris resulting from activities on City-owned properties
- Monthly Work Schedule Submittals Twice-monthly, or on a schedule to be determined by the Parks Division Manager, provide updates on all current and future activities to the Parks Division Manager
- Monthly Pesticide Use Submittals On a monthly basis, submit to the Parks Division Manager a summary of pesticide use. Contractors must submit monthly pesticide use reports to the Alameda County Agricultural Commissioner by the 10th day of the month following the month of application.
- > Supervision and Management Provide daily on-site supervision of the crew and management of the site. Respond to daily service requests and questions.

#### V. MANDATORY PRE-BID CONFERENCES

A Mandatory pre-bid meeting will be held at 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 proposal.

#### VI. AGREEMENT TERMS

The term of this agreement (See Attachment IV) commences on September 1, 2025, and expires on June 30, 2028. The parties may extend this Agreement, by Amendment, for an 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 April 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:

• 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. CONTRACTOR SELECTION PROCESS

It is the City's intention to select the most qualified contractor in terms of relevant work experience, the implementation plan and project approach, as well as offering the most competitive project cost. All proposals will be evaluated by the City Selection Committee (CSC). The CSC will be composed of City and Public Works staff and other parties that may have subject matter expertise or experience in weed abatement and pesticide applications.

Any additional information deemed necessary by your company to assist the City in the selection process, including any special provisions or specifications that the contractor brings to the bid process and actual services, may be submitted.

**Rejection of Proposal** - The City reserves the right to reject any or all proposals and to determine which bid is, in the City's judgment, and/or by the CSC, who has the highest-ranking proposal. 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.

Bid Withdrawal - 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 deadline. For bids opened between 11:00 a.m. - 12:00 p.m. on a Wednesday, the deadline is 12 p.m. the following Wednesday. 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 due to a mistake is 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 proposal 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 11:00 a.m. - 12:00 p.m. on a Wednesday, the Bid Protest Deadline is 12:00 p.m. the following Wednesday.

The written bid protest must comply with the following requirements:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. In all cases, the first level of review of any protest shall be conducted by a PWD Management Analyst, who shall, within 48 hours of receiving a protest from the City Clerk's office, acknowledge receipt of the 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.
- h. The City shall make its best effort to resolve the protest within twenty-five (25) working days after it is filed. The PWD Management Analyst on behalf of the City will issue a written determination of the protest to the protesting bidder.

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.

#### VIII. EVALUATION CRITERIA

- 1. All contact during the evaluation phase shall be through the Public Works Department's Management Analyst. Contractors submitting proposals should neither contact nor lobby evaluators during the evaluation process. Attempts to contact and/or influence members of the CSC may result in disqualification.
- 2. Based on provided information and review of proposals, the committee will rank the proposals. The top ranked proposal will be selected.
- 3. The basic information that each section should contain is specified below; these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the services being solicited.
- 4. Each of the Evaluation Criteria below will be used in determining the quality of proposals. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a score for each proposal. A proposal with a high total will be deemed of higher quality than a proposal with a lesser-weighted total.

The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight
A.	Completeness of Response: Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, will be rated a Fail in the Evaluation Criteria, and will receive no further consideration.	Pass/Fail
B.	Cost based on Bid Form Submitted	30 Points

	Contractor to submit a bid proposal rate sheet based on the scope	
	of work and the areas outlined in Attachment II Weed Abatement	
	Maps.	
C.	Implementation Plan and Schedule:	
	The Plan will be evaluated against the proposer's understanding of	40 Points
	the project's scope of work. The Contractor is to provide a detailed	
	plan specific to how they will handle the identified scope of	
	services. The plan will include, but not be limited to,	
	communication, key personnel (subcontractors included if	
	applicable), and any other pertinent information deemed necessary	
	by the Contractor to fulfill the Scope of Work. The plan should	
	include how the city will be divided into defined sections or	
	districts for systematic weed abatement work, both routine and	
	annual work.	
D.	Relevant Work Experience/References/Personnel:	
	Proposals will be evaluated against the RFP specifications and the	
	questions below:	
		30 Points
	1. What experience does the Contractor have with recent similar	
	municipal weed abatement programs?	
	2. How extensive is the applicable experience of the personnel	
	designated to work on the identified scope of services?	
	3. What experience does the Contractor have with creating and	
	implementing a comprehensive weed abatement program, while	
	ensuring all sites are adequately maintained?	
	4. Relevant experience scheduling, conducting, documenting, and	
	reporting pesticide use in a municipal setting.	
	1 51	

# VIII. SPECIAL PROVISIONS & ADDITIONAL INFORMATION

### **Bids Received After Deadline**

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

#### **Location of Proposals**

This RFP 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's 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 a signature acknowledging any changes. Failure to do so will be deemed 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 IV).

<u>D.I.R.</u>: 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 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 section 1771.1.(a). A contractor or subcontractor 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 subcontractors 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 the 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.

#### **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 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 a 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.

#### License/Certification

The Contractor must have a valid and appropriate Pest Control Business License with the California Department of Pesticide Regulation. The contractor must also register each calendar year with the Alameda County Agricultural Commissioner before conducting any pest control work in the county. The company must have a staff member with a current Qualified Applicators License (QAL). The QAL holder must have supervision authority over the applicator, and/or make the pesticide applications themselves.

#### Traffic Control

When working in street locations and transporting equipment on public streets, the Contractor shall comply with the California State Vehicle Code. Contractors are required to provide all safety cones, sign boards, arrow boards, and other appropriate measures and equipment as prescribed by the California Manual on Uniform Traffic Control Devices (CA-MUTCD) for traffic control. Contractor should conduct its operations to cause the least possible obstruction and inconvenience to public traffic. To the greatest extent possible, all traffic shall be permitted to pass through the work area. For work requiring traffic control, the Contractor must submit a traffic control plan to the City of Pleasanton Public Works Department for approval 72 hours prior to the scheduled work.

#### 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 <u>NOT</u> 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 <a href="mailto:dvillasenor@cityofpleasantonca.gov">dvillasenor@cityofpleasantonca.gov</a>. 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 - WEED ABATEMENT MAPS

- a. Parks Weed Abatement Map Book
- b. Utilities Weed Abatement Map Book
- c. Streets Weed Abatement Map Book

#### ATTACHMENT III – PLEASANTON'S INTEGRATED PEST MANAGEMENT POLICY

ATTACHMENT IV – 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,	<u>CONTRACTOR INFORMATION:</u> name, address, year established, principals of company and professional status as applicable.	
2.	<u>IMPLEMENTATION PLAN:</u> Is a comprehensive plan that will be Implemented by the Contractor to perform and accomplish all tasks within the Scope of Services.	
2.	WORK EXPERIENCE/REFERNCES: 3 references for work or services that have been completed by your company in the last three years within the Bay Area, Contra Costa County, 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 Map Book Work Areas as identified in Attachment II.	
4.	<b>EQUIPMENT:</b> The bid response shall include a list of proposed equipment to accomplish the actual service work requested in this RFP.	
5.	<b>PERSONNEL:</b> Bid responses shall include a complete list of all key personnel associated with the RFP. For each person on the list, the following information shall be included:	
	a. Name, including job title and years of employment with Bidder.	
	<ul><li>b. The role that the person will play in connection with the RFP.</li><li>c. Person's relevant experience, certifications, and/or merits</li></ul>	
6.	<b>SUPPLEMENTAL INFORMATION:</b> 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	e	
Applicable license(s) #: (California DPR QAL# & Business License#)			
SUBMITTED BY: (Name & Title)	Name: Title:		
Telephone:	Office: Cell:		
Email:	Email: Email:		
Yes No If, Yes_  2. Do you have any contracts t  Yes No If, Yes_	een suspended in the past? (If Yes, please explain) erminated by Owner in the past? (If Yes, please expressed or suspended by Owner in the past? (If yes, p	- xplain) =	
SIGNATURE:	DATE:		
PRINT NAME: I declare under penalty of perjury true and correct.	TITLE: that I have the authority to execute this bid and t	hat the foregoin	

# WORK EXPERIENCE/REFERENCES

(Required)

Tears the Company has been in the Trade_	
Provide locations and contact information reg	garding three (3) projects or services that have been
1 4 11	(2) 111 11 12 14 16 1 16 1 16

completed by your company in the last three (3) years within the Bay Area, Contra Costa County, or San Joaquin Valley. Examples are to be of a similar type as the type of 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.

JCIOW.	
	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:	ug. 1
YEAR PERFORMED:	
Type of work performed:	
CONTRACT AMOUNT:	

#### **BID FORM**

(Required)

Bidder hereby certifies to the 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 pesticides, power tools, hand tools, and vehicles, as well as all overhead costs.

Map Book Work Area	Parks Weed Abatement Maintenance Areas	Utilities Weed Abatement Maintenance Areas	Streets Weed Abatement Maintenance Areas
Supervisor			
Total hours per year			
Foreperson/Lead Worker			
Total hours per year			
Pesticide Applicator Technician			
Total hours per year			
Gardener/Laborer			
Total hours per year	j.		
Other:			
Total hours per year			
Tota Please break down t	al Employee Hours the employee hours		ntract.
Year 1	Hrs.	Hrs.	Hrs.
Year 2	Hrs.	Hrs.	Hrs.
Year 3	Hrs.	Hrs.	Hrs.
Total			
Proposed annual cost to maintain overhead, and all required tools,			
Year 1	\$	\$	\$
Year 2	\$	\$	\$
Year 3	\$	\$	\$
Total	\$	\$	\$

Fill in the areas below to provide a cost structure in the case the City decides to add additional services to this Agreement.

# A. HOURLY RATES (Hourly – Regular Time)

Item No.	Job Description	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3
1	Supervisor	\$	\$	\$
2	Foreperson/Lead Worker	\$	\$	\$
3	Pesticide Applicator Technician	\$	\$	\$
4	Operator/Mower	\$	\$	\$
5	Journeymen	\$	\$	\$
6	Laborer	\$	\$	\$

# B. MARK-UPS ON MATERIALS AND RENTALS

Materials/Rentals	Example	% Mark-Up
Materials	Invoicing must be demonstrated as a percentage of the	%
	actual invoice. Example: Material \$1,000 + 10%	
	(\$100) = \$1,100	
*Outside Rental	Invoicing must be demonstrated as a percentage of the	%
Equipment	actual invoice. Example: Rental Equipment \$2,000 +	
	10% (\$200) = \$2,200	

<sup>\*</sup>Rental equipment must be preapproved by Parks Division Manager

# C. ALTERNATIVE/SPECIALTY SERVICES

Item	Job Description	Hourly Rate	Hourly Rate	Hourly Rate
No.		Year 1	Year 2	Year 3
1	Tractor Services – Large tract mowing and discing (include tractor, implement	\$	\$	\$
	& operator)			
2	Other (specify):	\$	\$	\$
Item	Job Description	Per Cubic Yard	Per Cubic Yard	Per Cubic Yard
No.		Year 1	Year 2	Year 3
3	Greenwaste Debris Hauling			
	(include all equipment,			
	staff, and disposal fees)			

Company:	Representative Name:
SIGNATURE:	Date:

# EXHIBIT A – WEED ABATEMENT SERVICE SCOPE OF SERVICES – RFP 25.302

Contractor to provide weed abatement landscape services at various street right-of-ways, Cityowned lots, and open space locations throughout the City limits.

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 proposals for weed abatement landscape services at various street right-of-ways, City-owned lots, and open space locations throughout the City limits. Services may also include additional work, which will be billed as "extra work" at the direction of the Parks Division Manager. The weed abatement locations are comprised of Utilities, Streets, and Park sites. Currently, there are approximately 150 weed abatement sites throughout the 24 square miles of the City. 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 references hereafter to the Parks Division Manager shall include his designee). The selected Contractor will provide the following services:

#### 1. GENERAL

- a. **Monthly Work Schedule Submittals:** Twice monthly, or on a schedule to be determined by the Parks Division Manager, provide updates on all current and future activities to the Parks Division Manager. The schedule shall include all pesticide products that will be utilized for the month as outlined below.
- b. **Integrated Pest Management:** Contractor shall comply with the City of Pleasanton's Integrated Pest Management Policy (Attachment III).
- c. Pesticide Applications: Prior to any pesticide application by the Contractor, the Contractor must submit to the City a completed form detailing the chemicals to be used, the means of application (large tank spray rig, backpack sprayer, etc.), quantities, area to be treated, and desired time of application. The City will respond to this submittal, if approved, with instructions as to the timing and precautions for the requested application. The Contractor must provide product labels and Safety Data Sheets (MSDS) for all chemicals proposed to be used and must receive approval prior to their use. Product labels and SDS information are to be updated annually. During the use or application of any chemical, special care must be exercised during such use in the vicinity of homes, storm drains, near lakes, etc., and during windy conditions. In some cases, it may be necessary to apply chemicals during off-hours or weekends. Particular care should be exercised to avoid applications at times or under conditions that would annoy or alarm citizens and property owners. Pest Control Advisor (PCA) recommendations must be available on-site during application of pesticides.

- The Contractor must file with the City their plan for how they will handle a chemical spill.
- d. **Pesticide Application Supervision:** All materials shall be applied under the supervision of an individual with a valid Qualified Applicator License issued by the California Department of Pesticide Regulation (DPR). Pesticides are to be applied in accordance with all governing regulations and with the requirements specified on the product label.
- e. **County Registration:** Contractor must have a valid and appropriate Pest Control Business License with the California Department of Pesticide Regulation. The contractor must also register each calendar year with the Alameda County Agricultural Commissioner before conducting any pest control work in the county.
- f. **Pesticide Selection:** The Contractor shall use the pesticide that is most effective and has the lowest signal word as noted on the label. For example, pesticides with a signal word label of Caution are preferred over a product with a signal word of Warning if the products are equally effective at controlling the target pest.
- g. **Inspection:** The Parks Division Manager may inspect pesticide applications at any time.
- h. **Restricted Use Pesticides:** Restricted-use pesticides should be avoided when possible. Should a restricted-use pesticide be determined necessary, prior approval must be obtained from the Parks Division Manager. All applicable Notice of Intent (NOI) documents must be properly filed with the Alameda County Agriculture Department, with a copy provided to the Parks Division Manager. The Contractor must have the correct permitting to apply restricted-use pesticides.
- i. **Monthly Pesticide Use Reporting:** Contractors must submit monthly pesticide use reports to the Alameda County Agricultural Commissioner by the 10th day of the month following the month of application. A copy of the pesticide use report shall be provided to the Parks Division Manager.
- j. **Puncture Vine:** Puncture vine, *Tribulus terrestris*, shall be eradicated from all weed abatement sites. Puncture vine allowed to form seed shall be removed by hand from each site in a manner that does not spread the seed.

#### 2. SCHEDULE

- a. The contractor shall perform services Monday through Friday during normal working hours, 8:00 a.m. to 5:00 p.m.
- b. Contractor shall be responsible for coordinating all weed abatement activity with City designee. Contractor shall establish a uniform time schedule for performance of routine work.
- c. Contractor shall respond to the City's request for work within 24 hours of notification and said work shall begin within 7 calendar days of the request.
- d. Contractor shall provide 24-hour notification to property owners and/or business owners when performing work adjacent private property. No notification is required for emergency call-out work.
- e. If a resident or business owner objects to line trimming or other weed abatement work, Contractor may be required to delay work until the complaint is resolved by City. If an objection to trimming occurs while work is in progress, the Contractor

- shall immediately stop work at the location in question and immediately notify the Parks Division Manager. Work shall not resume until authorized.
- f. In the event of a resident's complaint, the Contractor shall make every effort to resolve the issue to the mutual satisfaction of both parties. If the Contractor cannot resolve the complaint, they shall contact the Parks Division Manager.
- g. In case of emergencies, changing work location, and other urgent matters, the City will be immediately contacted.
- h. During weeks in which there is a holiday, Contractor shall perform all work at all sites during the remaining workdays of that week.

#### 3. UTILITY WEED ABATEMENT

- a. Except as noted in the "Utility Weed Abatement" map book, all locations labeled "Industrial" including pump stations and water reservoir tank areas, shall be maintained in a weed-free condition using pre- and post-emergent herbicides. In addition, any perimeter fencing will be maintained in a weed-free condition 2 feet to the exterior of the fence. Any weeds allowed to grow shall be removed from the site by the contractor.
- b. Except as noted in the "Utility Weed Abatement" map book, all locations labeled "Bioswale" shall be maintained in a broadleaf-free condition with the use of selective broadleaf herbicides and shall be moved to 5 inches once a year during the month of May on a schedule approved by the Parks Division Manager.
- c. Except as noted in the "Utility Weed Abatement" map book, all locations labeled as "V-ditch" shall be kept free of debris at all times and shall be kept weed and brush free two (2) feet from each side of the V-ditch.
- d. Except as noted in the "Utility Weed Abatement" map book, all locations labeled as "Roadside" shall be kept weed and brush free two (2) feet from the curb line.
- e. Puncture vine, *Tribulus terrestris*, shall be eradicated from all weed abatement sites. Puncture vine allowed to form seed shall be removed by hand from each site in a manner that does not spread the seed.

#### 4. STREET WEED ABATEMENT

- a. Areas identified as "Street Median Hardscape" shall be maintained in weed-free condition.
- b. Except as noted in the "Street Weed Abatement" map book, areas identified as "Roadside" shall be kept weed and brush free two (2) feet from the curb line.
- c. Except as noted in the "Street Weed Abatement" map book, areas identified as "Freeway Interchange" shall have bi-monthly litter and debris pick up.
- d. Areas identified as "Annual Weed Abatement" shall be line-trimmed within four (4) inches of the ground in the month of May. The annual schedule for line trimming shall be pre-approved by the Parks Division Manager. At the direction of the Parks Division Manager, seasonal weather variations may shift the work to the months of April or June.
- e. Puncture vine, *Tribulus terrestris*, shall be eradicated from all weed abatement sites. Puncture vine allowed to form seed shall be removed by hand from each site in a manner that does not spread the seed.

#### 5. PARK WEED ABATEMENT

- a. Areas identified as "Annual Weed Abatement" shall be line-trimmed once within four (4) inches of the ground in the month of May. Before work begins, the annual schedule for line trimming shall be pre-approved each year by the Parks Division Manager. At the direction of the Parks Division Manager, seasonal weather variations may shift the work to the months of April or June.
- b. Puncture vine, *Tribulus terrestris*, shall be eradicated from all weed abatement sites. Puncture vine allowed to form seed shall be removed with all seed by hand from each site in a manner that does not spread the seed.
- c. Barbed Goatgrass, *Aegilops triuncialis*, shall be eradicated from all weed abatement sites. Goatgrass allowed to form seed shall be removed with all seed by hand from each site in a manner that does not spread the seed.

#### 6. DEBRIS REMOVAL

- a. For woody debris removal, the Contractor can supply a woodchipper, which produces high-quality wood chip mulch that can be recycled and used as ground mulch.
- b. The Parks Division Manager may require recyclable wood chips to be disposed of at site(s) within the City limits where wood chips will be utilized by the City.
- c. All tree wood, trimmings, and debris resulting from work that cannot be chipped and recycled as mulch shall be promptly removed from the work site and properly disposed of at the Contractor's expense.
- d. As a prevention measure against the spread of plant diseases, all wood, trimmings, or wood chips from diseased trees shall be properly disposed of at an appropriate refuse disposal site at no expense to the City.

#### 7. TRAFFIC CONTROL AND VEHICLE ACCESS

- a. When working in street locations and transporting equipment on public streets, the Contractor shall comply with the California State Vehicle Code. Contractors must provide all safety cones, sign boards, arrow boards, and other appropriate measures and equipment as prescribed by the California Manual on Uniform Traffic Control Devices (CA-MUTCD) for traffic control. Contractor shall conduct its operations to cause the least possible obstruction and inconvenience to public traffic. To the greatest extent possible, all traffic shall be permitted to pass through the work area. For work requiring traffic control, the Contractor must submit a traffic control plan to the City of Pleasanton Public Works Department for approval 72 hours before the scheduled work.
- b. When working in a park, vehicle access is limited to the sidewalk. The contractor shall not drive vehicles on the turf, basketball courts, or any other landscaped or hardscaped areas without written permission from the Parks Division Manager.
- c. At park locations where sidewalk access is permitted, the Contractor must temporarily remove a bollard for access. Upon leaving each park site, the Contractor shall replace all the bollards that were removed.
- d. The Contractor must drive slowly and carefully while performing any associated work in park locations and yield to park users.
- e. All vehicles utilized by the Contractor shall have wording that clearly identifies the Contractor.

#### 8. EQUIPMENT

- a. Standard weed abatement equipment shall always be used and maintained in a satisfactory condition and in compliance with State and Federal/OSHA regulations. Equipment not suitable to produce the quality of work required shall not be permitted. All tools shall be clean, sharp, and in proper working order, and shall be checked for safety before each job. All trucks, chippers, and other heavy equipment shall be in good operating condition, well-maintained, and in compliance with all applicable laws and regulations.
- b. Equipment shall be operated in a manner that will minimize noise. Trimmers shall not be operated in one location for extended periods of time.
- c. It is the contractor's responsibility to provide a storage facility. The City does not provide facilities or storage space for the contractor's use.

#### 9. CONTROL, SUPERVISION, AND APPROVAL AUTHORITY

- a. Unless otherwise provided by specific provisions, Contractor's operations and activities pursuant to any contract resulting from this RFP shall be under the control and supervision of the Parks Division Manager.
- b. **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.
- c. The contractor shall furnish a fully qualified supervisor who provides supervision of the crew and shall be readily available to meet with the Parks Division Manager as needed for the purposes of correcting problems, conflicts, and coordinating work schedules.
- d. The City reserves the right to request the removal of any employee of the Contractor for good cause.
- e. All of the Contractor's work will be in City-specified areas only.
- f. Inspection by the Parks Division Manager shall be made during normal City operating hours, unless otherwise arranged.
- g. 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 the Contractor's work is unsatisfactory, the Contractor will be required to perform the additional work at no cost to the City.
- h. The City will periodically inspect the work to ensure it meets the City's standards, and the Parks Division Manager will be available during regularly scheduled hours to discuss and resolve any concerns of the Contractor.
- i. A complete and up-to-date record of all completed weed abatement work shall be submitted bi-monthly (twice a month) to the Parks Division Manager. Work records will include, but not be limited to, the type of work performed, date, area/map book page, and any other information required by the City Parks Division Manager for City weed abatement records.
- j. **Supervisor:** Supervisor will have a minimum of five (5) continuous years as supervisor of complete landscaping service and at least two (2) years performing duties of a foreperson.
- **k.** Foreperson: Crew Foreperson shall have four (4) continuous years of on-the-job experience performing landscape maintenance. The Crew Foreperson shall be

- designated at the start of the Agreement. This Crew Foreperson shall not be changed unless approved by the City.
- 1. **Pesticide Applicator Technician:** Pesticide Applicator Technician shall have a minimum of two (2) continuous years of pesticide application experience and be familiar with all forms of pesticide applications for weed control. Pesticide Applicator Technician or the direct supervisor must maintain a valid California Qualified Applicators License (QAL).
- m. **Uniforms:** All employees on site who are employed by the Contractor are to wear clothing that clearly identifies the Contractor.

#### 10. DAMAGES

- a. Precautions shall be taken to prevent damage caused by spray drift or other equipment to any adjacent trees or related plant life which is not a part of this Agreement.
- b. All damages to landscaping, sprinklers, irrigation systems, hardscape, plants, or other landscape components shall be reported by the Contractor to the City and will be repaired by the City and billed to the Contractor. This includes the replacement of damaged or dead plants caused by spray drift.

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