

AMBROSE RECREATION & PARK DISTRICT  
CONTRA COSTA COUNTY, CALIFORNIA

NOTICE INVITING SEALED BIDS

**PARK LANDSCAPE MAINTENANCE**

Revised April 1, 2014



Prepared by:

**Ambrose Recreation & Park District**  
3105 Willow Pass Road  
Bay Point, CA 94565  
925-458-1601

## **NOTICE INVITING SEALED BIDS**

NOTICE IS HEREBY GIVEN that sealed bids are invited by the Ambrose Recreation & Park District, located in Bay Point California for specifications to provide **PARK LANDSCAPE MAINTENANCE AND PARK JANITORIAL/SITE CLEANING SERVICE FOR THE AMBROSE RECREATION & PARK DISTRICT.**

The Ambrose Recreation & Park District is requesting bids from properly licensed contractors for landscape maintenance in strict accordance with the specifications.

**A Class C27 License is required for this project.**

**A mandatory pre-bid conference will be held Tuesday, April 1, 2014 at 10:00 a.m. at Ambrose Recreation Center, 3105 Willow Pass Road, Board Chambers, Bay Point, CA 94565.**

The bid specifications and forms can be obtained from the Ambrose Recreation & Park District' website at <http://www.ambroserec.org>, and must be delivered to the **Ambrose Community Center, 3105 Willow Pass Road, Bay Point CA 94565**, up to but not later than **2:00 p.m., on Wednesday, April 16, 2014.**

The District reserves the right to reject any and/or all bids received.

**Information on Technical Data**

Doug Long, General Manager

(925) 458-1601

e-mail: [dlong@ambroserec.org](mailto:dlong@ambroserec.org)

**Information on Bid Process/Clarification**

Mary Jane Rodriguez

(925) 458-1601

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**BIDDER'S CHECKLIST**  
AMBROSE RECREATION & PARK DISTRICT

Did You:

- \* \_\_\_ Complete and sign the "Current Business References" form.
- \* \_\_\_ Recheck your math on each item extension and total column. Do not superimpose numerals on your bid forms. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid.
- \* \_\_\_ Review all clarifications/questions/answers on the District's website at [www.ambroserec.org](http://www.ambroserec.org).
- \* \_\_\_ Include with bid, name and e-mail address for District contact.
- \* \_\_\_ Submit one (1) ORIGINAL and four (5) COPIES of all bid documents.
- \* \_\_\_ Deliver sealed bid to Ambrose Community Center, 3105 Willow Pass Road, Bay Point CA, 94565 on or before **April 16, 2014 at 2:00 p.m.** Sealed bid shall be marked "Bid" and indicate project name and bid opening date.

Contact the District immediately if any portion is missing. Phone (925) 458-1601. If not completed as required, your bid may be voided.

**This form is for your information only and does not need to be submitted with your bid.**

<b>Item No.</b>	<b>Location</b>	<b>Acre</b>	<b>Rate Per Month</b>
1	Ambrose Park	11.53	\$
2	Ambrose Center Park	7.5	\$
3	Alves Lane mini-park	.94	\$
4	Anuta Park	2.92	\$
<b>TOTAL</b>		22.89	\$

## TERMS AND CONDITIONS

### General Requirements

The District reserves the right to reject any and all bids, or any part of any bid

The scope of work to be done consists of furnishing all materials, tools, labor and incidentals as required by the Contract Documents, General Requirements, and Specific Requirements for the above stated project.

Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing landscape maintenance services of the type specified herein.

### EMERGENCY NUMBERS AND CALL-OUT PROCEDURE

The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours. Calls of an emergency nature received by the District shall be referred to the Contractor for immediate disposition.

In the event that emergency work is required, the Contractor shall notify the General Manager, or his representative, by telephone in advance before any emergency work is commenced. Non-emergency maintenance work requires written approval before the work is performed.

The Contractor shall supply the District with name(s) and phone number(s) of responsible person(s) representing the Contractor for twenty- four (24)-hour emergency response, seven (7) days per week. The Contractor shall be available via voice mail, pager, or answering service for emergency response. The above-mentioned information shall remain current at all times. Any changes shall be forwarded to the District in writing within twelve (12) hours of any such change. Failure to maintain current emergency information shall result in a Two Hundred Dollars (\$200) penalty for each occurrence. Failure to respond back to District Representative within thirty- (30) minutes of page shall result in a Two Hundred Fifty Dollars (\$250) fine, per occurrence, during working hours, \$200 fine, per occurrence during after-hours.

Emergency response defined:

As per General Manager and Landscape Inspector(s)

By prior agreement

As public health/safety matters

Public health/safety matters include, but are not limited to, broken water mains, stuck valves, threat to private property resulting from the responsible Contractor's operations, fallen trees, natural disasters, etc.

### NON-EMERGENCY CALL-OUTS

Time and materials shall be charged for payment on a separate purchase order and pre-approved by District.

## **Supervision and Skills**

The Contractor shall assign a supervisor working regular working hours for the duration of this Contract. He/She shall have a minimum of seven (7) years experience in landscape maintenance supervision. The Contractor, or staff, should have expertise and experience in turf management, entomology, pest control, soils, fertilizers, plant identification, park facilities, and irrigation system maintenance. Supervisor shall be capable of communicating effectively both in written and spoken English and background must include experience in projects of the type found in the Ambrose Recreation & Park District. **The Contractor shall outfit all supervisors and acting supervisors** with a portable personal communication device capable of transmitting and receiving phone calls from anywhere (not a calling card).

## **License and Permits**

The Contractor shall have and maintain a valid C-27 Contractor's license. All applications of chemical controls, i.e., herbicides and pesticides, shall be done in compliance with governmental requirements. Applications of such materials shall be done by personnel licensed by the State of California, Department Pesticide Regulation. Contractor will obtain any permits required by local governmental agency for the use of special chemicals.

## **Dress Code and Appearance**

All Contractors' personnel shall be required to wear uniforms bearing company name while on the project. Sufficient uniform changes shall be provided to present a neat and clean appearance of personnel at all times. Uniform shall consist of a shirt and jacket with company name and employee name. Failure to comply shall result in a deduction of \$100 per occurrence per day.

## **Hold Harmless Clause**

All officers, agents, employees, subcontractors, their agents, officers, and employees who are hired by or engaged by the Contractor in the performance of this Agreement shall be deemed officers, agents, employees, and subcontractors of the Contractor and the District shall not be liable or responsible to them for anything whatsoever other than the liability to the Contractor as set forth in this Agreement.

The Contractor shall defend and hold harmless the District from all claims, lawsuits, causes of action, damages, penalties, attorney's indemnify fees, consultant's and expert's fees and costs arising directly or indirectly as a result of the Contractor's performance or nonperformance of the project, regardless whether any act or omission complained of is authorized, allowed, or prohibited by the Specifications in the Contract, except to the extent such damages or penalties arise out of or are caused by the intentional act or omission of the District, or its officers, employees or agents. Upon demand of the District, made by and through the District Attorney, the Contractor shall appear in and defend the District and its officers, employees, and agents in any legal action, whether judicial, administrative or otherwise arising out of the performance or nonperformance of the project.

## **Special Requests**

The Contractor may be requested by the General Manager or designee to perform special tasks, which are above their normal scheduled work (e.g., citizen action requests, coordination with utility locations or special work orders relative to District functions). It is intended that the Specifications are indicative of the work to be anticipated by the Contractor and will allow for reasonable additional work at no additional cost to the District which is considered normal maintenance to meet the objectives and criteria.

In the event the Contractor is required by the District and agrees to perform extra work, the following procedure shall govern such work:

When required by District Representative, an estimate of cost will be submitted for approval prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of other operations. Contractor shall furnish reports of extra work itemizing all costs for labor, materials, and equipment rental. The report shall include hours worked. The following procedure will govern such extra work:

## **Safety**

Contractor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (CalOSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), State of California Manual of Traffic Controls, California Department of Food and Agriculture (CDFA) Laws and Regulations, and any other applicable governmental law or District risk management standards. Non-Compliance with previously mentioned standards and regulations will result in a deficiency or performance deduction.

## **The District's Right to do Work**

The District reserves the right to do work as required within the contract area. If such alterations affect the provision of this Agreement, the Contractor will be asked to submit a cost as a result of the alterations.

## **Cooperation and Collateral Work**

The Contractor shall recognize that during the course of the contract other activities and operations will be conducted by the District and other contractors. These activities will include but are not limited to: landscape refurbishment, irrigation system modification or repair, construction, and storm related operations.

The Contractor may be required to modify or curtail certain operations and shall promptly comply with any request by the General Manager or designee to cooperate.

It is possible that the extent of these requests may cause additional expense to the Contractor. Payment for any additional expense will be made in accordance with Extra Work.

## **Nonperformance**

If the General Manager or designated representative does not approve of the performance of the Contractor, a formal written report will be required from the Contractor. Based upon the formal written report and such other facts the Director/representative may gather, it may be determined that the Contractor has not performed the work satisfactorily under the

provision of this contract, and the Contractor may not be paid for the period of "noncompliance." This pro-rated amount for each day shall be based on the Unit Work Costs for (Additions and Deletions) Extra Work.

In case of termination by the District for nonperformance, the District may contract or cause to be done any work not completed at the time of the termination, and the Contractor shall pay for such work.

If a noncredit status is imposed due to the Contractor's non-performance and/or noncompliance to the Specifications and requirements and provisions contained herein or any other work applicable under this contract, it is agreed that the District withhold payment or partial payment of any and all invoices submitted by the Contractor for such period. This provision shall have no effect on any other rights the District may have under this contract.

### **Notice Requirements**

Notice shall be deemed to have been given by either party by posting of a registered letter or the sending of an electronic communication to the businesses/email address of the other party.

### **District Liaison**

The General Manager or designee and the Contractor's representative will meet on a regular basis. The purpose of this meeting will be to discuss specific project issues. More frequent contact may be required between the General Manager or designee and the Contractor's representative separately from these meetings.

### **Method of Payment**

The Contractor shall present, for the previous month, monthly invoices for contracted monthly amount. Send monthly invoices to:

Ambrose Recreation & Park District  
3105 Willow Pass Road  
Bay Point, CA 94565

The monthly invoice amount is the amount set forth in Bid Proposal form submitted.

### **Contractor Neglect**

Any damage to the District's property, which has been determined to be due to the Contractor's neglect, shall be corrected at no additional cost to the District. Loss of plant material due to improper care is also included.

### **Scheduling of Operations**

Normal work hours range from 7:00 a.m. to 4:00 p.m., Monday through Friday. The Contractor shall perform his work at such times as to minimize disturbance or interference to resident convenience, school activities, pedestrian or vehicle circulation. The Contractor shall submit a monthly Maintenance Schedule describing maintenance operations and when work (including extra work) is to be scheduled. Equal Opportunity Clause

Contractor shall not discriminate in recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Agreement and shall comply with the provisions of the State Fair Employment Practices Act as set forth in part 4.5 of the Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order No. 11246; and all administrative rules and regulations issued pursuant to such acts and order.

### **Prevailing Wages**

Bidder must agree to abide by the requirements under Section 1773 of the Labor Code of the State of California for prevailing wages.

### **Unauthorized Aliens**

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101, et seq.), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the DISTRICT for such use of unauthorized aliens, Contractor hereby agrees to, and shall, reimburse District for the costs, including attorney's fees, incurred by the District in connection therewith.

### **Background Check**

The contractor must arrange for criminal background checks of all personnel assigned to perform work or supervision in conjunction with this contract, to include fingerprinting. The contractor shall review the results of these security checks and persons employed by the contractor who are found unsatisfactory shall not perform work on this contract. This shall include any subcontractors.

### **Dismissal of Unsatisfactory Employees**

Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the General Manager or designee, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on District property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. Contractor shall meet with the General Manager or designee to consider the appropriate course of action with respect to such matters, and Contractor shall take reasonable measures under the circumstances to assure the Supervisor and District staff that the conduct and action of Contractor's employees will not be detrimental to the interest of the Ambrose Recreation & Park District or its facilities.

### **Sound Control Requirements**

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances, which apply to any work performed pursuant to the Contract.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

**Commencement Date**

The Contractor shall begin work within fifteen (15) working days from the date the District sends written Notice to Proceed. The date of the written notice shall be the first day of the twelve (12) month Maintenance Contract.

**Award of Contract**

The award of the contract, if it is awarded, will be to the lowest responsible firm whose proposal complies with all the requirements described. All proposals will be compared on the basis of the District's estimate of quantities of work to be done.

**Term of Contract**

Initial contract period shall be for twelve months, renewable annually thereafter for four (4) consecutive one-year periods, at the District's option, and upon mutually agreeable terms. Contract shall begin no later than 15 days from the awarded contractor's receipt of annual contract.

**Contract Prices**

Contract prices shall be fixed for the initial twelve month period and any extension shall be for a cost negotiated upward or downward on the basis of the differences in the Consumer Price Index of all urban consumers for the San Francisco-Oakland-San Jose area as published by the United States Department of Labor index for the current contract year. No adjustment shall exceed 5% per year.

**Additions/Deletions to District Park Areas**

Changes in the areas to be maintained may be made as the District accepts new areas and/or relinquishes currently maintained areas.

Any and all such changes shall only be made upon written notification in the form of a Change Order which shall clearly state the effective date of the change. The District reserves the right to delete any site of the contract area with thirty (30) days written notice.

## **SCOPE OF WORK PARK MAINTENANCE**

### **Standards and Specifications**

This specification establishes the standard for the maintenance of the areas for the Ambrose Recreation & Park District.

The quality of maintenance will continue to be evaluated for satisfactory progress and acceptance of these services. The Contractor's prime responsibility will be to integrate innovative and progressive elements of high landscape maintenance standards and the objectives as set forth in this Specification.

The Contractor shall furnish all labor, equipment, materials, tools, services, and special skills required to perform the landscape maintenance as set forth in this Specification and in keeping with the highest standards of quality and performance, as well as safe work practices and traffic controls.

Maintenance of the landscape shall include, but not be limited to: cleanup, edging, mowing, pruning, weed control and pest control. It is the intent to schedule maintenance to keep the sites in a state of healthy vigorous growth.

Weekly services include but are not limited to:

- Mowing – mulching is acceptable, although any unsightly clumps must be removed
- Edging – an edger with a blade must be used, not a weed eater
- Trash pick-up
- Weed control
- Plant and groundcover maintenance
- Minor repair and adjustment of irrigation
- Fertilize as per specifications

### **Description of Work**

Area/Maintenance Service Changes - The District reserves the right to add, delete or change areas and/or maintenance services under this contract and may do so upon giving written notification to Contractor. If these changes cause an increase or a reduction in the maintenance costs of this contract, said costs shall be adjusted and, when agreed upon, incorporated into this contract. Contractor shall receive documentation from the Recreation and Park District regarding any amendments.

## **Interference with Public Use**

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

## **Turf Maintenance**

### **General**

The Contractor shall be responsible for providing all labor and materials necessary for the cleanup, mowing, edging, and cleanup of all park turf including sports fields. Since sports fields are high use facilities, maintenance operations must be performed during active seasonal play, and in some instances, during short breaks in athletic scheduling to accomplish required turf care. The Contractor shall provide additional labor as required to accomplish these tasks.

### **Mowing**

Lawns shall be mowed on a weekly basis during growing season to maintain neat, well-groomed appearance. Height of mowing will depend on current weather and growing conditions.

If weather or soil conditions prohibit efficient mowing, lawns shall be mowed on the next regular visit.

Clippings shall be removed if they are unsightly for the particular location.

### **Mechanical Edging**

Edging Frequency shall be the same as mowing.

All, turf edges, including designed edges in flowerbeds, shall be kept neatly edged and all grass invasions must be eliminated.

All turf edges, including but not limited to; sidewalks, patios, drives, curbs, shrub beds, flowerbeds, groundcover beds, around tree bases, and ponds shall be edged to a neat and uniform line.

Turf shall be kept away from the base of trees in at least a 1' radius to prevent damage from mowing equipment.

Mechanical edging of turf shall be completed as one operation in a manner that results in a well-defined, V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade.

All turf edges shall be trimmed or limited around: sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, park equipment and other obstacles.

Walkways shall be cleaned immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

### **Ground Cover**

Ground cover shall be kept within designated areas. Invasive ground covers shall be kept off sidewalks, curbs, buildings, and other structures.

Ground Cover shall be prevented from invading shrubs or climbing trees.

Certain mature ground cover should be mowed periodically to maintain plant health and uniform appearance, and to reduce rodent habitat.

Ground cover shall be fertilized where there are signs of nutritional deficiencies or a desire for additional growth.

### **Flowers**

It is recommended that flowers be replaced at least four times each year. Planting dates may vary with current weather conditions, usually flowers are planted in spring, summer, and fall.

### **Shrubs**

Contactor is responsible for pruning shrubs that can be reached standing.

Shrubs shall be pruned to promote structural strength and accentuate the plants natural forms and features within the limitations of space.

Boxing, balling, and formal shaping of shrubs shall be avoided whenever possible.

Extensive topping or pruning of shrubs shall require management approval and shall be considered extra work.

Shrubs shall be fertilized where there are signs of nutritional deficiencies or a desire for additional growth.

### **Trees**

The contractor is responsible for tree limbs at a height of 12' or less. Extensive pruning of tree limbs over 12' in height shall require management approval and shall be considered extra work. Pruning of limbs in excess of 3" in diameter shall also be considered extra work regardless of height.

Pruning shall promote structural strength and accentuate the plants natural forms and features within the limitations of space.

Branches that are rubbing against or leaning on buildings, fences, walls, or obstructing sidewalks, lights, signs, or driveways shall be removed, as well as dead and damaged branches.

Stakes and ties shall be monitored and adjusted to prevent girdling and chafing, and shall be removed when no longer necessary.

Trees shall be fertilized where there are signs of nutritional deficiencies or a desire for additional growth.

### **Weed Control**

All lawns, ground cover areas and pavement shall be maintained essentially free of weeds.

Certain weeds may not be susceptible to selective chemical or manual control. All materials used in the maintenance program will comply with local, state, and federal laws.

The cost of chemicals and their application is included.

Chemicals shall be applied by a licensed Qualified Applicator.

Application of all herbicides shall be carefully time in order to get maximum results and will only be applied when conditions are safe.

### **Pest Control**

The Contractor shall take reasonable steps necessary through common cultural practices to maintain areas essentially free of harmful horticultural insect and disease infestations.

The control of ants, reptile or invertebrate pests and/or unusual or extensive insect and disease infestations is not included.

All materials used in the maintenance program will comply with local, state, and federal laws.

Application of all pesticides shall be carefully time in order to get maximum results and will only be applied when conditions are safe.

### **Debris and Litter**

All plant debris accumulated as a result of normal landscape maintenance operations shall be disposed of offsite, unless otherwise agreed.

Debris and litter shall be removed on a weekly basis from all landscape areas. Streets and parking areas are not included, except gated parking areas.

Large items of debris abandoned on a property by others shall be removed to a suitable dump site by contractor. This shall be considered extra work upon written or verbal approval from management.

## **Irrigation**

Management of irrigation system.

Materials & labor required to repair irrigation above the irrigation tee.  
Lateral lines (lines broken after the valve).

Breaks (Swing joint or marlex breaks following the valve, sprinkler heads or rotors).

**Appendix**

**CURRENT BUSINESS REFERENCES FORM**

Three references from government or business accounts for which PROPOSER currently provides landscape maintenance services are required. If your firm does not have three current accounts, provide past accounts and include a written explanation.

Agency / company name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Contact person: \_\_\_\_\_

Date services started: \_\_\_\_\_

Summary of facilities: \_\_\_\_\_

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

Agency / company name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Contact person: \_\_\_\_\_

Date services started: \_\_\_\_\_

Summary of facilities: \_\_\_\_\_

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

Agency / company name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Contact person: \_\_\_\_\_

Date services started: \_\_\_\_\_

Summary of facilities: \_\_\_\_\_

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