



# Request for Quote

## **RFQ # 2309-092922 Downtown Hayward Maintenance**

Quotes must be received no later than:  
**October 21, 2022 by 3:00pm PST**

**Deliver electronically to:**  
Rita Perez, Purchasing Manager  
BIDS@HAYWARD-CA.GOV  
City of Hayward  
777 B Street (3rd Floor)  
Hayward, CA 94541  
[www.hayward-ca.gov](http://www.hayward-ca.gov)



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1. General Provisions
2. City of Hayward Administrative Rule 7.2-Integrated Pest Management
3. Exhibit A-IPM Reporting Form
4. Project Specifications
5. Bid Form: La Vista Place

NOTE: The Table of Contents is to be made a part of the above referenced bid.



## SECTION 1 – PURCHASING

### 1-1 –GENERAL CONDITIONS AND INSTRUCTIONS

#### 1-1.01 – GENERAL

No bid proposals shall receive consideration by the City of Hayward for **BID# 2309-092922** unless made in accordance with the following instructions:

It is the responsibility of the bidder to assure that the bid is received at the City of Hayward prior to the bid-opening deadline date and time. Bids received beyond the bid-opening deadline will not be accepted and will be returned unopened. Late bids, unsealed bids, unlabeled bids, incomplete bids, or bids otherwise not in compliance with the General Conditions of this Invitation to Bid, will be rejected. By submitting a response, bidder acknowledges and accepts the General Conditions and all terms and conditions contained in this Invitation to Bid.

All bids must be submitted in ink on the bid form. Cover letters, additional sheets, etc. may be included. The total bid excluding sales tax must appear on the bid form as indicated.

Erasures are NOT acceptable. Changes must be lined out and corrections inserted adjacent to and initialed by the bidder's authorized representative. Use of correction fluid or tape is not acceptable.

If applicable, vendor is required to quote "NEW" equipment, material or product. Recycled, remanufactured, or previously owned product will not be accepted unless otherwise stated in the Invitation to Bid.

Vendor is required to quote "NEW" equipment, material or product. Recycled, remanufactured, or previously owned product will not be accepted unless otherwise stated in the Invitation to Bid.

All bids must include the company name and address and must be signed by an authorized representative of the company; signature must be an original signature, or an original signature stamp, on the Bid Form.

Alternate or incomplete bids will NOT be accepted.

City of Hayward, at its sole option, may correct arithmetic or extension errors, and obtain clarification, if necessary.

If no terms discount is to be offered, the terms portion of the bid form shall state "NET".

Bid modifications, corrections, or additions received beyond the bid deadline will NOT be considered.

Telephone or facsimile bids will NOT be accepted.

By submitting a response to this Invitation to Bid, Bidder acknowledges and accepts the City of Hayward's standard terms and conditions.



**IMPORTANT DATES:**

REF	ACTIVITY	DATE
1	Issue RFQ	<b>OCTOBER 4, 2022</b>
2	In- Person Walk Thru: (MANDATORY) Meet on the corner of Watkins & B Street: Parking garage across City Hall.	OCTOBER 11, 2022 AT 10:30 AM
3	<b><u>Deadline:</u></b> email RFQ questions	OCTOBER 13, 2022 AT 5:00 PM
4	City provides RFQ questions answers by email	OCTOBER 17, 2022
5	<b><u>Deadline:</u></b> email RFQ proposal	<b><u>OCTOBER 21, 2022 AT 3:00 PM</u></b>

**1-1.02 DEADLINE FOR RECEIPT OF BID**

**DUE DATE:** Proposal submissions for this RFQ must be received via email no later than **October 21, 2022, by 3PM PST.**

Please email [bids@hayward-ca.gov](mailto:bids@hayward-ca.gov)

**It is the sole responsibility of the bidder to see that their bid is RECEIVED by the Purchasing Department on-time. Any bid received after the schedule closing time for receipt of bids will be returned to the bidder unopened.**

**1-1.03 BIDDERS WALK-THRU**

The City has scheduled a **mandatory in person, pre-bid walk-through on Wednesday, October 11, 2022 at 10:30 AM** at the corner of Watkins & B Street: Parking garage across City hall.

**1-1.04 CONTACT**

Any questions regarding administrative bidding procedures should be directed to the Purchasing Manager, Rita Perez, at (510) 583-4801; [rita.perez@hayward-ca.gov](mailto:rita.perez@hayward-ca.gov)

Any questions regarding the scope or nature of the services should be directed to Richard Nield, Landscape Manager at (510) 583-8907; [Richard.Nield@Hayward-ca.gov](mailto:Richard.Nield@Hayward-ca.gov).



### **1-1.05 CLARIFICATION DEADLINE**

Questions regarding documents, discrepancies, omissions, or doubts as to meaning must be submitted in writing via email to Rita Perez [rita.perez@hayward-ca.gov](mailto:rita.perez@hayward-ca.gov) , no later than **October 13, 2022 5 PM**.

### **1-1.06 MODIFICATIONS**

Changes in or additions to the Bid Form, recapitulations of the work bid upon alternative proposals, or any other modifications of the Bid Form which is not specifically called for in the contract documents may result in the rejection of the bid as not being responsive to the Bid. No oral or telephonic modification of any bid submitted will be considered.

### **1-1.07 WITHDRAWAL OF BID PROPOSALS**

Bid proposal may be withdrawn by the bidder prior to the time fixed for the opening of bids but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the City's consent or bidder's recourse to Public Contract Code sections 5100 et. seq.



### **1-1.08 ADDENDA OR BULLETINS**

Any addenda or bulletins issued during the time of bidding shall form a part of the drawing and specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents. Initials of bidders on the bid form shall reflect receipt of all addenda prior to submittal of the bid. **If an addendum or addenda have been issued by the City and not noted as being received by the bidder, the Proposal may be rejected.**

### **1-1.09 AWARD OF CONTRACT**

This contract will be awarded to the responsive and responsible Bidder whose bid conforms to the solicitation and is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to Bidder's qualifications, experience performing work of comparable size and scope, references, equipment, the operational requirements of the City, and any other factors which are in the City's best interest.

The City reserves the right to reject any and all bid proposals, to contract work with whomever and in whatever manner the City decides, to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the City may require and to be the sole judge of the services offered.

A written purchase order will be furnished to the successful bidder within time for acceptance specified, results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

Award of this bid does not imply exclusive agreement with the City of Hayward.

### **1-1.10 BONDS**

Bonds are not required for this project.

### **1-1.11 BID PROTEST**

Should any proposer question or protest the award of the contract, such question or protest must be furnished in writing to the Purchasing Manager no later than three (3) working days following the date of the bid opening. Such submittal must fully explain the basis of the objection supported by all relevant information facts and details. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria).

Questions or protests not furnished in writing as prescribed will not be accepted.

### **1-1.12 REJECTION OF BIDS**

The City reserves the right to accept or reject any and all bids or any portion or combination thereof, or award on the basis of the total bid. The City of Hayward reserves the right to reject any and all bids, or to waive any informality or non-substantial irregularity in any bid.



### **1-1.13 EXECUTION OF CONTRACT**

The successful bidder shall, within ten (10) calendar days of receiving notification of award of the contract, sign and deliver to the City the executed contract along with appropriate bonds and insurance, if required. In the event the bidder to whom an award is made fails or refuses to execute the contract within ten (10) calendar days, the City may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract and may award the work to the next lowest responsible bidder, or may reject all bids and call for new bids.

### **1-1.14 RIGHTS AND REMEDIES IN THE EVENT OF DEFAULT**

If the bidder defaults, the City may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against a bidder's bonds, if any, or by suit against the bidder. The prices paid by the City shall be considered the prevailing market prices at the time such purchase is made.

### **1-1.15 GOVERNING LAW AND VENUE**

In the event of litigation, the bid documents, specifications, and related matters shall be governed by and construed in accordance with the law of the State of California. Venue shall be with the appropriate state or federal court located in Alameda County.

### **1-1.16 SUBCONTRACTORS**

Pursuant to the Subletting and Subcontracting Fair Practices Act, Government Code Section 4100-4114, inclusive, every bidder shall, on the enclosed form set forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half (1/2) of one percent (1%) of the bidder's total bid and the portion of the work which will be done by each subcontractor. If the bidder fails to specify a subcontractor for any portion of the work performed under the contract in excess of one-half (1/2) of one percent (1%) of the bidder's total bid, bidder agrees that bidder is fully qualified to and will perform that portion of the work. The successful bidder shall not, without the consent of the City, either substitute any person as subcontractor in place of the subcontractor designated in the original bid, permit any subcontractor to be voluntarily assigned or transferred, allow the work to be performed by anyone other than the original subcontractor listed in the bid or sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which the bidder's original bid did not designate a subcontractor.

### **1-1.17 CONTRACTOR'S FINANCIAL OBLIGATIONS**

The Contractor shall make prompt payments for all labor, materials, and services furnished to or for him in accordance with the Contract requirements.

### **1-1.18 TRANSFER OF INTEREST**

No interest in the contract shall be transferred to any other party without permission of the City.





### **1-1.19 WORKERS' COMPENSATION**

In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor hereby acknowledges the following statement:

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

The Contractor shall take out and maintain during the life of the contract, Statutory Worker's Compensation and Employer's Liability Insurance with limits not less than One Million Dollars (\$1,000,000) for all its employees to be engaged in the work on the project under the Contract. Should any work be sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance, all in strict compliance with State laws and to fully protect the City from any and all claims arising out occurrences on the work.

### **1-1.20 PROOF OF CARRIAGE OF INSURANCE**

The contractor shall take out and maintain during the life of the Agreement all the insurance required by this section and shall annually submit certificates for review and approval by the City. Acceptance of the certificates shall not relieve the contractor of any of the insurance requirements and shall not decrease the liability of the contractor. The City reserves the right to require the contractor to provide insurance policies for review by the City.

Contractor shall not commence work nor shall contractor allow any subcontractor to commence work under this contract until all required insurance and certificates have been delivered in duplicate to and approved by the City. Certificates and insurance policies shall include the following clause:

"This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to the City stating date of cancellation or reduction. Date of cancellation or reduction may not be less than ten (10) days after date of mailing notice."

Certificate of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice. Contractor shall be solely responsible for:

1. Compliance of subcontractors with insurance requirements; and
2. Other insurance coverage including but not limited to loss, theft, fire, property damage, and glass breakage.



### **1-1.21 COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain in the name of the Contractor and as an additional insured, the City, during the life of the Contract, such Commercial General and Automobile Liability Insurance as shall protect the Contractor, the City, and its officials, officers, directors, employees and agents from claims which may arise from operations under this contract, whether such operations be by the Contractor, by the City, its officials, officers, directors, employees and agents, any subcontractors or by anyone directly or indirectly employed by any of them. Such coverage shall be at least as broad as: Insurance Service Office Commercial General Liability coverage (occurrence Form CG0001) and Insurance Service Form Number CA0001 (Ed.1/87) covering Automobile Liability, Code 1 (any auto). This liability insurance shall include but not limited to protection against claims arising from bodily and personal injury and damage to property, resulting from the Contractor's or subcontractor's operations, including the use of owned or non-owned automobiles, products and completed operations. The amounts of insurance shall not be less than the following:

- Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Employer's Liability Insurance: \$1,000,000 per occurrence.

The following endorsements must be attached to the policy:

- **The City must be named as an additional named insured under the coverage afforded with respect to the work being performed under the contract.**
- If the insurance policy covers on an "accident" or a "claims made" basis, it must be changed to "occurrence".
- The policy must cover Personal Injury as well as Bodily Injury.
- The policy must cover complete contractual liability. Exclusions of contractual liability. Exclusions of contractual liability as to bodily injuries, personal properties and property damages. **MUST BE ELIMINATED** from the basic policy endorsements. This endorsement may be satisfied by amending the definition of "incidental contract" to include written contract.
- Broad form property damage liability must be afforded. Permission is granted for deductible, which shall not exceed \$10,000 without special approval of the City.
- A certificate shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance affected by the City will be called upon to contribute to a loss under this coverage.
- The policy must include a cross liability or severability of interest clause.
- Any failure of the Contractor to comply with the reporting provisions of the policies shall not affect coverage provided to the City, et al.
- Notice of Cancellation, non-renewal, reduction in limits, or material change, shall be sent to the City with at least **thirty (30) days** prior written notice by certified mail.
- Insurance is to be placed with California Admitted Insurers with a Best's rating of no less than A:XI



- The policy covers use of Non-owned Autos;

Should any insurance policy be materially changed before final completion of the work, and the Contractor fail to procure other insurance as herein required, immediately, the City may procure such insurance and deduct the cost thereof from any amounts due to the Contractor.

Insurance is to be placed with insurers acceptable to the City of Hayward's Legal Department.

### **PREVAILING WAGE**

The successful bidder hereby stipulates that Sections 1771 and 1777.5 of the Labor Code of the State of California shall be complied with and shall forfeit as a penalty to the City of Hayward not more than fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the general prevailing rates of per diem wages as determined by the Department of Industrial Relations for such work or craft in which such worker is employed on the Work in violation of the Labor Code of the State of California, in particular the provisions of Sections 1770 to 1780, inclusive, thereof.

Prevailing wages must be paid to all workers employed on a public works project when the public works project is over \$25,000 for new construction, alteration, installation, demolition or repair or \$15,000 for maintenance. Prevailing Wages: The Work is subject to the payment of not less than prevailing wages under Labor Code Section 1770 et seq. Bidders are hereby notified that the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to perform the Work under the contract which will be awarded to the successful bidder. Copies are on file with and available upon request from the City Engineer or at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Bidders are further notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Further information on Compliance Monitoring Unit requirements can be found at <https://www.dir.ca.gov/dlse/cmu/cmu.html>.

**No contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a).**

No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 **unless registered\*** with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

\*Small Project Exemption: Contractors who work exclusively on small public works projects are not required to register as a public works contractor or file electronic certified payroll reports for those projects. The small project exemption applies for all public works projects that do not exceed:

- \$25,000 for new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance

Contractor agrees to comply with all related provisions of the Labor Code, including but not limited to, the provisions of Labor Code Section 1775 relating to the payment of prevailing wages, Section 1777.5 relating to the employment of apprentices and Section 1811-1813 relating to the payment of Overtime.

Pursuant to Section 1770 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages applicable to the work to be performed, which rates are filed in the office of the Engineer, and copies of which are available to any interested parties on request.



### **1-1.22 LIVING WAGE ORDINANCE**

The City of Hayward's Living Wage Ordinance (attached) specifically applies to this contract and becomes part of the Landscape Maintenance Contract as an attachment. The Contractor must agree to comply with the requirements of Hayward Municipal Code, Chapter 2, Article 14, the "Hayward Living Wage Ordinance," a copy of which is attached hereto and made a part hereof. The Contractor agrees to conduct his business in accordance with the requirements of this Ordinance

Hourly wages, health benefits as applicable, and vacation\time off benefits detailed in the Living Wage Ordinance must be adhered to in the administration of salary and benefits to contractor's employees and must be incorporated into the bid proposal. The certified payroll documents must detail\disclose the cost of the medical benefit for each job class.

In accordance with the provisions of the City of Hayward Living Wage Ordinance, the living wage rates for contracts subject to the Ordinance effective July 1, 2018 are as follows:

Required Wage per hour, with health benefits	\$ 15.55
Required Wage per hour, without health benefits	\$ 17.98
Medical Benefits	\$ 2.43

The attached Compliance Form must be completed and returned with your bid response. The contractor's initial billing shall show each employee's hourly rate of pay and have attached a copy of the certified payroll records of each employee covered by the billing.

### **1-1.23 LOSS OR DAMAGE**

The Contractor shall take and assume all responsibility for the work. The Contractor shall bear all losses and damages which may occur to said work or any part or portion thereof and in connection therewith to persons and/or property and shall fully indemnify the City from and against the same.

The Contractor, subject to the limitations of Civil Code Section 2782, shall assume the defense of and indemnify and save harmless the City, officers and employees from every expense, liability or payment by reason of injury (including death) to persons or damage to property suffered through any act or omission, including passive and/or active negligence, of the Contractor, or any Subcontractors or anyone directly or indirectly employed by either of them, or from the condition of the premises while in the control of the Contractor or any Subcontractors, or anyone directly or indirectly employed by either of them or arising in any way from the work called for by this contract, or any part of the premises.

### **1-1.24 INTERPRETATION OF CONTRACT DOCUMENTS**

Should any question arise concerning the intent or meaning of drawings or specification, such question(s) shall be submitted to the City for interpretation.



### **1-1.25 EXTRA AND/OR ADDITIONAL WORK AND CHANGES**

The City at any time during the course of the contract for said work, may request any alterations, deviations, additions, or omissions from the said contract, specifications, or drawings, it shall be at liberty to do so and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of said contract price as the case may be. New and unforeseen work will be classed as extra work when determined by the Manager that these special provisions do not cover such work. Extra work also includes work specially designated as extra work in the plans or specifications.

Upon notification that extra work will be required, the Contractor shall submit an itemized, written cost proposal for such work to the Manager within five (5) working days. The City shall retain the right to reject such cost proposal and perform the extra work with City forces or with other contracts. Should the proposal be acceptable to the City, the Contractor shall be advised in writing and upon receipt of such written notification shall begin the work within five (5) working days or as agreed to between the Contractor and the City.

The Contractor shall do such extra work in accordance with the agreement for extra work and with the provisions of these specifications and shall furnish all labor, materials and equipment.

Payment for extra work performed shall be as agreed to by the Contractor and the City.

For proposed change orders which involve both added and omitted work, Contractor shall separately estimate the cost of the added work before markups, and separately estimate the cost of the omitted work before allowance of a credit.

No extra work shall be performed, or change be made unless in pursuance of a written order from the City stating that the extra work or change is authorized. No claim for an addition to the Contract sum shall be valid unless so ordered.

### **1-1.26 TERMINATION BY THE CITY FOR BREACH, ETC.**

If the Contractor should be adjudged a bankrupt, or if he/she should make a general assignment for the benefit of his/her insolvency, or if he/she or any subcontractors should violate any of the provisions of the contract, or if he/she should persistently or repeatedly refuse or should fail to prosecute the work properly for failure to perform any provisions of this contract, or if he/she should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instruction of the City, then the City may serve written notice upon the Contractor and his/her Surety of its intention to terminate the contract, such notice to contain the reasons for such intention to terminate the contract, and unless within five (5) days after the serving of such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon expiration of said five (5) days, cease and terminate. In the event of any such termination, the City shall immediately serve written notice upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract provided, however, that if the Surety within ten (10) days after the serving upon it of notice of termination does not give the City may take over the work and prosecute the same completion by any method it may deem advisable, for the account and at the expense of the



Contractor and the Contractor and occasioned the City thereby, and in such event the City may without liability for doing so, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore. In such case the Contractor shall not be entitled to receive any further payment until the work is finished.

If unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services such shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City.

### **1-1.27 ASSIGNMENT OF CONTRACT**

Neither the Contract, nor any part thereof nor any moneys due on to become due hereunder may be assigned by the Contractor without the approval of the City, not without the consent of the Surety unless the Surety has waived its right to notice of assignment.

### **1-1.28 PAYMENTS WITHELD**

The City may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect the City from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments properly to subcontractors, or for material or labor.
- d. A reasonable doubt that the contract can be completed for the balance then unpaid.
- e. Damage to another contractor.

### **1-1.29 CLAIMS**

All claims of \$375,000 or less which arise between the contractor and the local agency shall be subject to the settlement an arbitration provisions set forth in Public Contract Code Sections 20103 through 20104.8, which provisions are incorporated herein by this reference.

### **1-1.30 PRICE, TERMS AND CONDITIONS**

Price, terms and conditions of this bid are considered valid for sixty (60) days, from date of bid opening, unless the offering party in writing allows for a longer period of time.

This contract will be valid for one (1) year from date of award unless extended for an additional one- year term, by mutual agreement. The City has the option to extend the contract for a total of three (3) one-year terms and shall terminate no later than three (3) years from commencement of contract or cancelled by the City upon thirty (30) days notification. The Contractor may submit a revised schedule of rates and charges to be in effect for the contract renewal term, with such rates and charges subject to approval for the City.

Any cash discounts given to the City of Hayward must be so stated on the bid.



Prompt payment discounts offered for payment will not be considered in evaluating offers for award. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

In connection with any discount offered, time will be computed from date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing the warrant or check.

### **1-1.31 PERMITS AND LICENSES**

Any person doing business in the City of Hayward is required by Chapter 8, Section 1 of the Municipal code to pay a business license tax. A City of Hayward Business License is required before starting work. The successful bidder shall have or procure a business license and, prior to initiation of work, show evidence thereof to the Revenue Department. The successful bidder shall also, procure all permits, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of The Work.

### **1-1.32 CLEAN UP**

The contractor shall be responsible for necessary cleanup during progress of work and shall take necessary safety precautions to prevent injury to the workers or the public. Upon the completion, the contractor shall remove all of the contractor's equipment and debris, leaving the entire area clean and ready to use, all as approved by the City.

### **1-1.33 INTENT OF THE CONTRACT**

It is the intent of this contract to contract for landscape maintenance services.

Except as otherwise specified, the Contractor shall furnish the following to the full extent as required by the Contract: Labor, superintendence, products, construction equipment, tools, machinery, materials and appurtenances as necessary. Utilities required for construction and related activities, facilities and services necessary to properly execute and complete the Work, including security, storage area, temporary safety fencing for worksite and all materials, awaiting incorporation into the Work.

In the specifications, plans, schedules and details, information is conveyed by means of brief mention or notation which, regardless of brevity, shall be binding exactly as if presented in complete sentences employing mandatory language. Work not listed in the specifications or drawings, but clearly implied as necessary to complete the job, shall be included as though fully specified and drawn.

Titles and headings to sections and paragraphs in these specifications are introduced merely for convenience and shall not be taken as a correct or complete segregation of the several units of materials and labor. No responsibility, either direct or implied, will be assumed by the City, for omissions or duplications by the Contractor or its subcontractors due to real or alleged error in arrangement of matter in the Contract Documents.

### **1-1.34 NO PERSONAL LIABILITY**



Neither the City Council, officers, employees or agents of the City of Hayward, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising from or in connection with The Work.

### **1-1.35 COOPERATION**

Should work be performed by other firms, within or adjacent to The Work specified, or should work of any other nature be underway by other forces within or adjacent to said limits, the Successful Bidder shall cooperate with all such other firms or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

When two or more firms are employed on related or adjacent work, each shall conduct his operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each firm shall be responsible to the other for all damage to work, to persons or property caused to the other by his operations and for loss caused the other due to his unnecessary delays or failure to finish The Work within the time specified for completion.

### **1-1.36 PUBLIC RECORDS**

All responses to the Request for Proposal will become the property of the City. Once a final award is made, all bid responses, except financial and proprietary information, become a matter of public record and shall be regarded by the City as public records. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.

### **1-1.37 GENERAL PROVISIONS FOR PURCHASES OF WORK AND SERVICES**

The City of Hayward's general provisions for purchases of work and services are described in Attachment 1. The provisions are dated 11/15/1999 and include sections 1.00 Legal Relations and Responsibilities through 1.26 Recycled Materials.

### **1-1.38 DEFEND, INDEMNIFY AND HOLD HARMLESS**

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City of Hayward, its employees, agents, officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by the City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this contract and agreement. All obligations under this provision are to be paid by Contractor as the City incurs them.

Without affecting the rights of the City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City of Hayward as set forth above for liability attributable to the sole fault of City of Hayward, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City of Hayward is shown to have been solely





at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive, and the City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City of Hayward, if that liability is less than the Sole fault of City.

**1-1.39 ATTORNEY'S FEES**

In the event suit is brought by either party in connection with this agreement, the prevailing party shall have judgment for court costs and a reasonable attorney's fee.



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## SECTION 2 – PURCHASING PROVISIONS

### 2-1 - SUPPLEMENTAL GENERAL PROVISIONS

#### **2-1.01 SPECIFICATIONS**

In case of conflict between the General Provisions and these special provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions. The attached plans for LLD #3 are incorporated into the supplemental general provisions and shall be known as Exhibit B.

#### **2-1.02 CONTRACTOR'S LICENSE**

At the time of proposal submittal, the Contractor shall provide conclusive proof that they are a competent, experienced landscape maintenance Contractor who has previously maintained similar landscape areas in a professional manner using the highest standards.

Proof shall be in the form of the landscape contractor's C-27 license number and references from at least three landscape areas of similar size and complexity that are currently maintained in a superior condition by the Contractor. Such landscape areas shall be located within a thirty (30) mile radius of the City of Hayward.

#### **2-1.03 WORK FORCE**

The Contractor shall at all times maintain a force of trained, qualified landscape maintenance employees sufficient to perform the work required and described herein. These employees shall be well trained in the area of landscape maintenance, tree maintenance and irrigation system maintenance. The contractor shall retain qualified employees that have a minimum of two (2) years of working experience in the above fields. The Contractor shall provide adequate shop facilities, maintenance vehicles with two-way radio dispatch capability and/or beepers/cell phone, for communication with the City, power equipment, hand tools, inventory, and testing equipment to accomplish such work.

#### **2-1.04 RESPONSE TIME TO EMERGENCY SITUATIONS**

Contractor will be responsible for providing 1-hour response times to unforeseen work that the City's Landscape Maintenance Manager ("the Manager") or designated representative deems an emergency seven days a week. Response time is to commence from the time the call is placed by the Manager or designated representative. Contractor is to provide emergency call number that will always be answered.

#### **2-1.05 UNAUTHORIZED CONSTRUCTION**

The Contractor shall promptly report to the Manager any unauthorized construction or repair work being done by others within the project areas being maintained by the Contractor. The Contractor shall also report any construction or repair work in progress, which may endanger or damage the project areas. The City shall keep the Contractor informed as to street work or development, which affects the project areas.



### **2-1.06 COMMUNICATION**

The Supervisor assigned to the projects shall be fluent in English. In addition, whenever the Contractor is working on a project site at least one crewmember will be fluent in English.

### **2-1.07 FAILURE TO PERFORM**

If the Contractor neglects to execute the work properly, or fails to perform any provisions of this agreement, the City may, without prejudice to any other remedy it may have, make good such efficiencies with its own forces or by contract, and may withhold payment for services not rendered then or thereafter due the Contractor, provided, however, the Manager of said City shall approve such action and certify the amount thereof to be withheld from the Contractor.

### **2-1.08 TERMINATION**

The City reserves the right to terminate the contract upon thirty- (30) day's written notice. In the event of termination, the Contractor shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the City may condition payment of such compensation upon Contractor's delivery to the City of any or all City-owned equipment, and other materials provided to the Contractor or prepared by or for the Contractor or the City in connection with this agreement. In addition, City may withhold payment as provided in Section 2-1.07.

### **2-1.09 ATTORNEY'S FEES**

In the event suit is brought by either party in connection with this agreement, the prevailing party shall have judgment for court costs and a reasonable attorney's fee.

### **2-1.10 ENCROACHMENT PERMITS**

None required.



## **SECTION 3 – MAINTENANCE: SCOPE OF WORK/MAINTENANCE DETAILS**

### **SECTION 3-1 GENERAL**

#### **3-1.01 DESCRIPTION**

The work to be done consist in general of furnishing all labor, materials, tools, equipment and incidentals necessary to provide complete, continuous maintenance of existing automatic and manual irrigation systems; all existing trees, shrubs, flowers, turf and groundcover, all existing block walls, rock walls, and header boards, all open space areas, all drainage improvements, all concrete areas, all decorative paving and wood structures, all sloped areas, all stairways within landscape areas, all embankments beneath the roadway structures which are a part of and contiguous to landscaped areas, public sidewalk surfaces immediately adjacent and contiguous to landscaped areas, (for litter, debris, and weed removal only) and such other items or details, not mentioned above, that are required by these special provisions. The monthly contract amount shall be the total compensation for all activities required by all General and Special Provisions except for those activities specifically detailed as Extra Work.

#### **3-1.02 REQUIREMENTS**

Qualifications:

1. The Contractor shall be a qualified Bay-Friendly Maintenance Professional and have at least one Bay-Friendly Qualified Maintenance professional in a supervisory position assigned to the project.
2. Contractor must have a valid California C-27 contractor's license authorized by the State of California
3. Contractor must have assigned to the project at least one employee possessing a California State chemical Applicator's License for the control of weeds, plant diseases and other pests. It is preferred that the Contractor have assigned to the project at least one employee who is a Certified Irrigation Contractor (Irrigation Association).
4. Contractor must have at least one employee who is a Certified Arborist or Certified Tree Worker (International Society of Arboriculture).
5. Contractor must have assigned to the project at least one employee who has experience or training in Integrated Pest Management (IPM) techniques.

### **SECTION 3-2 MATERIALS**

#### **3-2.01 SOURCE OF SUPPLY AND QUALITY OF MATERIALS**

The Contractor shall furnish all materials required to complete the work.

All materials used for replacement and/or repair of parts and materials, including those items damaged by the Contractor's negligence, shall be new and of the highest quality. Replacement materials shall conform to the specifications for the original material. Use of an alternative article or material that is of equal quality and have required characteristics for the purpose intended, shall be approved for use by the Landscape Manager.



All replacement materials shall be subject to inspection and tests by the Landscape Manager. The Contractor shall furnish the Manager with a list of his sources of materials and locations at which materials will be located for inspection prior to their use. Replacement materials shall not be stored at the site. The Contractor shall be responsible for storing replacement materials at a suitable location at no additional cost to the City.

The Contractor shall supply all new and replacement materials except for the following:

- 1) Repair or replacement of plant materials damaged by vandalism and vehicle accidents
- 2) Repair or replacement of irrigation materials damaged by vandalism and vehicle accidents.
- 3) Repair or replacement of fencing, decorative paving, brick paving, concrete paving, concrete retaining walls and concrete stairways damaged or destroyed through no negligence on the part of the contractor.
- 4) Repair or replacement of park signs and entrance signs not resulting from the Contractor's negligence.

Commercial fertilizer shall conform to the California Food and Agricultural Code. Commercial fertilizer shall be a complete fertilizer furnishing the required percentages of nitrogen, phosphoric acid, potash, and other necessary micronutrients as needed to keep trees, shrubs, turf and groundcovers in a healthy and vigorous growing condition. The type of fertilizer and soil amendments to be applied shall be based on an 'organic' approach. The quantity of fertilizer to be applied shall be per the manufacturer's recommendations. Synthetic fertilizer shall not be allowed. The Contractor shall incorporate organic amendments into soil prior to planning or replanting damaged plants. Compost shall be a well decomposed, stable, weed free organic matter source certified through the US Composting Council's (USCC) Seal of Testing Assurance (STA) program.

Application Frequency – for bidding purposes only – Fertilizers shall be applied on a prescription base only. For bidding purposes, the annual numbers of applications are provided:

- Trees and shrubs – one time per year
- Perennials – two times per year
- Turf – three times per year

The Contractor shall comply with all rules and regulations of the Department of Pesticide Regulation, the Department of Health, the Department of Industrial Relations and all other agencies, which govern the use of pesticides required in performance of work on the contract. Pesticides are defined as any insecticide, herbicide, fungicide, rodenticide, miticide, growth retardant or any other product that can control the growth of organisms, weeds, animals, and plant material. The Manager, prior to application, shall approve use of any pesticide. All pesticide materials shall be of the highest quality. All pesticide materials shall be brought to the site in original manufacturer's containers clearly and properly labeled with the guaranteed analysis.

Spray containers and equipment shall not be emptied and cleaned out at the site. Spray materials shall be non-staining.

All planting areas shall maintain a minimum 3" of certified organic recycled mulch in Dark Brown color from a local supplier. Mulch shall be applied so that it is below finished grades at adjacent paving by half an inch. Before applying mulch, remove weeds and water the landscape area thoroughly. Mulch shall be kept 4 – 6 inches away from the base of trees and 2-3 inches away



from the base of shrubs. Shredded redwood bark mulch (“Gorilla hair”) shall not be allowed.

With the monthly invoice, at the expense of the Contractor, the Contractor shall submit a written record of any pesticides or fertilizer used by the Contractor or any sub-contractors, on the project during the month for which the invoice covers. The written record shall include, as a minimum, the chemical name, the Cal EPA registration number, the amount of chemical applied, the reason for the application, and any other information required by the Manager (see Exhibit A attachment).

Any tree stakes, tree ties, and/or guy wires needing replacement shall be replaced with new materials of the same type and quality as those existing. Tree stakes, ties and/or guy wires shall be checked regularly to prevent girdling, abrasions, etc. on trees and ***shall be removed as soon as the tree can adequately support itself.***

### **3-2.02 CITY FURNISHED MATERIALS**

The City can provide one copy of the original plans at the beginning of contract work. The City shall not be responsible for indicating changes in planting and irrigation layout, which may have occurred since completion of the project.

The City at the Contractor’s expense will provide any additional copies.

## **SECTION 3-3 LANDSCAPE MAINTENANCE**

### **3-3.01 DESCRIPTION**

Landscape maintenance areas shall be the locations and areas shown on the plans and/or listed on the bid cover sheet and shall be maintained as herein specified (Exhibit B).

The intent of these specifications is to provide a SUPERIOR LEVEL of maintenance for the City of Hayward. Therefore, the Contractor is expected to provide the full range of maintenance services as described in these specifications for the City of Hayward at least once a week. If the maintenance frequency and man-hours are inadequate, **the contractor shall maintain the sites on a more frequent basis with more man-hours at no additional cost to the City.** At the sole determination of the Manager, the Contractor may be required to call the Manager each day when crews are working on the project.

Landscape maintenance shall include watering; fertilizing; applying pesticides; tree staking and tying; weeding; removing litter, debris, advertising signs and stakes; trimming; pruning; mowing; edging; maintaining the existing irrigation systems; maintaining header boards; maintaining concrete paving, concrete stairways, sidewalks and hardscape areas; maintaining sloped areas; maintaining visibility and shrub clearance of entrance signs; and providing others items or details that are required by the plans or these special provisions.

The Manager or designated representative will inspect the project site to ensure that complete and continuous maintenance is fulfilled. In addition, the City reserves the right to obtain the services of an outside consultant to inspect plantings and make recommendations for improvements in the maintenance program.

Recommended changes, which require changes beyond the work required by these special



provisions, shall be negotiated under the provisions of Section 1- "Extra and/or Additional Work and Changes", of these special provisions.

**The Contractor shall submit a written report each quarter stating all contract work completed** (see attached Attachment X The report will be submitted quarterly to the City Landscape Manager. The report shall show the work completed during each day contract work was accomplished. If the previous year's work includes approved "extra Work", said "Extra Work" shall be detailed separately from work required by these Provisions. Quarterly report format shall be as directed by the Manager. **Future invoices will not be paid without complete quarterly reports.** The City will not incur additional costs, finance charges or any penalties for not paying bills not supported by the quarterly reports. The Contractor may be expected to attend up to once a month, meetings with the Committee to review the project. Work that is needed and agreed upon (maintenance, plant replacements, irrigation adjustments, etc.) shall be completed within a month or as agreed to by the City Landscape Manager after it has been identified and approved. Complete payment will be withheld until the work has been completed.

If required for Safe Schools Act, the Contractor shall submit a written recommendation by a California Department of Pesticide Regulation (DPR) licensed Pesticide Control Advisor for review by the Manager. The Manager reserves the right to prohibit application of pesticides due to weather or other adverse conditions. The Contractor is responsible for submitting a monthly pesticide use report to the Agricultural Commissioner and the monthly usage report to the City. Pesticides shall only be applied by a pesticide applicator licensed or certified as qualified by DPR. All pesticide applications shall be done when the atmosphere is still, and spray will not drift to shrub areas or onto adjacent public or private property.

The Contractor may be required to take soil tests at a time, locations, and manner directed by the Manager. Such soil tests shall be considered Extra Work. In addition, where plant health problems occur or where fertilizing and watering practices are in question by the City, soil tests may be requested by the Manager and/or as deemed necessary by the Contractor for good maintenance practices. Where requested by the Contractor or where required by these specifications, such soil samples shall be taken and analyzed by an approved soil-testing laboratory at the Contractor's expense. If the City requests the soil samples the City will be responsible for the expense. Recommendations of the soil laboratory shall be submitted to the City for approval, and those recommendations which require work beyond that outlined in these special provisions shall be negotiated as extra work as per Section 1- "Extra and/or Additional Work and Changes", of these special provisions.

### **3-3.02 MATERIALS**

Materials shall conform to Section 3-2, "Materials," of these special provisions.

### **3-3.03 MAINTAINING TRAFFIC**

The Contractor shall adhere to the guidelines of Cal Trans and Cal OSHA Standards and take all necessary safety precautions to ensure that maintenance works do not endanger the health and safety of the public or cause unnecessary hazards to the safety of landscape maintenance employees.

Contractor shall minimize closing of traffic lanes by parking maintenance vehicles for loading and unloading of materials and landscape maintenance equipment in designated parking areas. Appropriate safety devices such as traffic cones, warning signs, early warning safety directional



boards and/or barricades shall still be used as necessary to prevent damage, accidents, or injury to the public. All traffic shall be permitted to pass through the work area.

The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. Service lanes, parking access, and access to business entrances shall not be blocked at any time.

The Contractor shall conduct maintenance operations to offer the least possible obstruction to the public and to abutting property owners.

The Contractor's equipment shall enter and leave the traveled way moving in the direction of public traffic. All movement on or across the traveled way shall be performed in a way that will not endanger public traffic.

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall at their own expense and without cost to the City, furnish, erect and maintain such barricades, lights, signs, and other devices and take such other precautions as are necessary to prevent damage or accidents or injury to the public. The Contractor shall also furnish such flag person as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to the public. All flagging costs shall be born solely by the Contractor.

No material or equipment shall be stored at the site. Any materials or equipment brought to the site for use during any one day shall be placed where it will not interfere with the free and safe passage of traffic and pedestrians. Such materials and equipment shall be removed at the end of each day or when maintenance operations are suspended for any reason.

### **3-3.04 OBSTRUCTIONS**

The Contractor shall protect from damage and avoid injury to any existing improvements or facilities, utility facilities, adjacent property, and all trees, shrubs, turf and other plant materials. The Contractor shall provide and install suitable safeguards, approved by the Manager, as necessary to protect existing improvements and facilities within or adjacent to the project site. If such objects are injured or damaged as a result of the Contractor's operations, they shall be repaired or replaced at the Contractor's expense.

Prior to any underground excavation, one (1) foot or more in depth, Underground Services Alert, (800) 642-2444, shall be notified by telephone at least 48 hours prior to the beginning of such excavation.

The right is reserved to the City, or its authorized agents, to enter the project site at any time to rearrange facilities or make necessary connections or repairs to its improvements and property. The Contractor shall cooperate with City forces engaged in such work and shall conduct his operations in such a manner as to avoid any unnecessary delay or hindrance to work being performed by City forces. The Contractor's attention is directed to the possible existence of underground facilities not shown on plans and to the possibility that facilities may be located in a place different than indicated on plans.





The following utilities have facilities within the limits of work:

P G & E	Electric	Marked in red
	Gas	Marked in yellow
Communication	Telephone, cable, etc.	Marked in orange
City of Hayward	Water	Marked in blue
City of Hayward	Sewer	Marked in green

### **3-3.05 DISPOSAL OF MATERIAL OUTSIDE THE PUBLIC RIGHT OF WAY**

Weeds, litter and debris, advertising signs and stakes, dead or diseased plant materials, dead animals, spent flower heads, clippings, trimmings, branches, leaves and any other waste materials generated by maintenance of this project shall be disposed of outside the public right-of-way. The Contractor shall arrange for disposal of such material and pay all costs involved. The Contractor may dispose of said materials only in an approved waste disposal facility. Contractor may not utilize City-owned disposal facilities for disposal of materials.

### **3-3.06 ADJACENT MAINTENANCE AREAS:**

Removal of weeds and cleanup of litter and debris includes those maintenance areas indicated on the plans. This includes the cleanup of sidewalk and curb and gutter areas adjacent to the maintenance areas on the plans. Weeds shall be removed from the curb and gutter area adjacent to the maintenance areas on the plans.

### **3-3.07 WATERING**

The City is responsible for the cost of water from the existing automatic irrigation systems at the site. Automatic controllers shall be programmed for watering during early morning hours (before 5:00 A.M.) or the late evening (after 10:00 P.M.). In addition, time clocks shall only operate between Sunday evenings to Friday mornings. Irrigation scheduling shall be based on the water budget method in the City's Bay-friendly Water Efficient Landscape Ordinance. Contractor shall adjust automatic controller programs to compensate for changes in the weather and site conditions and make necessary adjustments in timing and frequency of watering in accordance with changing water requirements of the plants. At a minimum, irrigation schedules shall be adjusted monthly. Contractor shall submit the current irrigation schedule with each quarter's written report as detailed in Section 3-3.01. The schedule will be given to the Landscape Manager. Schedules shall be included for every remote-control valve in the project area.

Excessive run-off of water across pavement or down slopes shall be avoided. Water shall not be allowed to pond or create a waterlogged soil condition. Wasting of water or use of City furnished water supply for means other than those directly related to maintenance of this project shall be prohibited.

Shrubs and trees shall be watered as necessary to provide adequate moisture for optimum growth to meet the needs of the plant materials, soil type, location, and sun exposure. At no time shall shrubs and trees show lack of color or undue stress due to lack of water. Plant materials that die from improper irrigation scheduling or lack of minor repairs will be replaced at contractors expense.

Precautions shall be taken to prevent water from wetting pedestrians, vehicles and pavement. Any erosion of soil or washing of soil caused by the irrigation system onto pavement or within the



landscape areas shall be replaced, repaired, and/or cleaned up by the Contractor at their expense.

### **3-3.08 GROUNDCOVER AND BARE SOIL INTERSPACES**

Groundcover areas shall be considered all areas where ten (10) or more perennial plants are grouped together to provide complete cover of exposed soil areas. Bare soil interspaces shall be considered areas where no groundcover is established, and bare soil is exposed.

Groundcover and bare soil interspaces shall remain in a well-groomed, weed-free and grass-free condition. Reasonable efforts shall be made to remove weeds as they appear. In no event shall weed density exceed three (3) weeds per square yard and no weed shall exceed three (3) inches in height. No individual weed of any height shall remain longer than two (2) weeks.

Weeds shall be removed and be disposed of outside the public right-of-way. Selective herbicides may be used upon approval of the Manager, but shall not damage existing groundcover, shrubs, trees and turf within or outside the project area. Ground cover, shrub and tree areas, and bare soil interspaces, shall be treated a minimum of twice per year with a pre-emergent herbicide to prevent weed seed germination. The applications shall be timed to take advantage of fall rains (approximately November) and spring rains (approximately March).

All litter and debris, which accumulate in groundcover and bare soil interspace areas, shall be picked up and disposed of outside the public right-of-way. Litter and debris shall be picked up and disposed of a minimum of once a week to maintain a neat, attractive appearance.

Insects, diseases, and vertebrate pests like gophers and moles shall be controlled as necessary by approved pesticides or approved alternative methods.

Vertebrate pests like gophers, moles, ground squirrels, etc. shall be managed proactively on a biweekly basis as part of the regular maintenance. These pests shall be controlled with pesticides registered for this purpose, with traps and by other approved methods. The goal is to maintain their population at a tolerable level throughout the site. Contractor shall not be responsible for plant replacement due to vertebrate damage unless biweekly control has not been performed.

Groundcover shall be kept trimmed away from edges of paving, curbs, utilities, drainage improvements, structures, trees and other plants. Where designed edges exist, they shall be kept clean and sharp. Tops of groundcover shall be trimmed as necessary to achieve a neat, even appearance. Groundcover shall be trimmed away from valve boxes and irrigation heads and shall be kept trimmed out of tree and shrub irrigation basins.

Groundcover shall not be allowed to compete for the same space as shrubbery and trees. As necessary, groundcover shall be pruned to prevent crowding and competition with shrubs and/or trees.

Any dead groundcover shall be removed promptly and disposed of outside the public right-of-way. Any groundcover, which dies due to the Contractor's negligence, shall be replaced at the Contractor's expense with healthy, vigorous new plant materials of the same type. Damaged, dying or broken plant parts need to be removed at least twice a month. Flower heads and spent blooms shall be removed at the completion of each ground cover species' blooming period.



All groundcover shall be irrigated regularly and adequately to meet the needs of the plant materials, soil type, location, and sun exposure of the planting areas. Plants shall be uniformly irrigated and where the automatic system does not adequately cover, the Contractor shall adjust the existing sprinklers. At no time shall groundcover show lack of fresh, green color or loss of turgidity due to lack of water.

Groundcover plants shall be fertilized with a complete fertilizer twice per year, once in April and once in October and as needed to maintain plant materials with a fresh, green color showing no nutrient deficiency or susceptibility to disease.

### **3-3.09 VINES, SHRUBS AND TREES**

Vines, shrubs and trees shall be maintained in a healthy, safe and attractive condition.

Reasonable efforts shall be made to remove weeds as they appear. In no event shall weed density exceed three (3) weeds per square yard and no weed shall exceed three (3) inches in height. No individual weed of any height shall remain longer than two (2) weeks. Weeds and litter shall be removed a minimum of once per week to maintain a neat, attractive appearance, and shall be disposed of outside the public right-of-way.

Insects, diseases, and vertebrate pests like gophers, moles, squirrels and others shall be controlled as necessary by approved pesticides or approved alternate methods. Section 3-3.08, insofar as it addresses the management and elimination of vertebrate pests, such as gophers, moles, ground squirrels, etc., is incorporated by reference herein, as if set forth in full in this section.

Vines and shrubs shall not be allowed to up grow onto or against tree trunks. Clearance between shrubbery and tree canopies shall be maintained at all times. Vines and shrubs shall not be allowed to crowd each other and/or trees, in competition for the same space. Vines and shrubs shall be pruned as necessary to prevent competition for the same space. Where vines and/or shrubs compete for the same space as trees, the trees shall be protected by pruning the vines and/or shrubs.

Vines shall be trained to grow up the masonry wall and shall be maintained level with the top of the wall to prevent vines from growing over the wall; this will prevent encroachment into homeowners' yards. Vines shall not be allowed to invade and grow over groundcover, shrubs and/or trees. Shrubs shall be pruned as necessary to encourage healthy, natural growth patterns for each specific variety. Shrubs shall be pruned, as necessary, by thinning, heading back, shaping, and/or removing dead or diseased branches. All dead and incurably diseased, vines, shrubs and trees shall be promptly removed. Shrubs, which may obstruct visibility, shall be kept to a maximum height of twenty-four (24) inches.

Flowering stalks of Dietes vegeta, Agapanthus africanus, and similar shrubs shall be removed as necessary to avoid obstruction of visibility and to maintain a neat, clean appearance. All shrubs shall be kept pruned back to clear all roadways, sidewalks, curbs, and gutters. Shrubs shall not block signs, utilities, or any other facilities located within the project area. Shrubs shall not block access to controllers or electric valves and shall be pruned to minimize blockage of irrigation head spray patterns.

Any dead vines or shrubs shall be removed promptly and disposed of outside the public right-of-way. Any vine or shrub, which dies due to the Contractor's negligence, shall be replaced at the



Contractor's expense with healthy, vigorous new plant materials of the same type. Damaged, dying or broken plant parts need to be removed at least twice a month. Flower heads and spent blooms shall be removed at the completion of each plant's blooming period.

Trees that are staked shall have supports kept in good repair. Staking shall remain in place until trees are fully capable of self-support. Trees with low hanging, diseased, dead, or broken branches shall have the low hanging, diseased, or broken portion removed by the Contractor at least every month or as directed by the Manager. Those trees and tree branches that can be pruned from ground level using hand or pole-pruning saws will be trimmed by the Contractor. **The intent is that the Contractor will perform all required tree work up to a height of 25 feet using pole saw/pruning devices.** The Contractor shall do no tree trimming requiring use of tree climbing apparatus or a boom truck. All major tree work shall be done by City forces or negotiated as extra work as per Section 1- "Extra and/or Additional Work and Changes",

The Contractor shall clear branches to a height of **six (6) feet, six (6) inches** above areas of Contract work to facilitate safe and efficient maintenance. Branches overhanging traffic lanes shall be kept trimmed to a height thirteen (**13**) feet above street level. Qualified personnel using horticulturally sound methods and approved techniques in accordance with the pruning standards adopted by the International Society of Arboriculture shall prune all trees. Trees shall be pruned to develop a structurally sound shape and a healthy, natural appearance for the variety of tree. Young trees less than twenty-five (**25**) feet in height are to be trained quarterly in conformance to the methods detailed in the video "Training Young Trees for Structure and Form" (available from University of California Communication Services, #99-A). No excessive pruning or stubbing back shall be acceptable. All cuts shall be made clean just to the outside of the shoulder ring or branch bark collar. Side shoots shall be left on all young and thin or spindly trees to encourage rapid growth and strength. Sucker growth originating at the crown or below shall be removed.

Trees, which are knocked down due to vehicular accidents or trees and/or large limbs, which, are blown down and block traffic lanes shall be immediately removed by the Contractor and the Contractor shall inform the Manager. Any time personal property of a motorist, pedestrian or employee is damaged due to falling trees or limbs, the Contractor shall notify the Hayward Police Department immediately. Any branches, which fall or are blown down and cause no damage shall be removed and disposed of by the Contractor at no additional cost to the City. Any branches on trees which die shall be removed at no additional cost to the City. The Contractor at the Contractor's expense shall replace shrubs or trees where 30% of the branches have died through Contractor's negligence, including stump removal and replanting.

Vines, shrubs and trees shall be fertilized a minimum of twice per year, once in April and once in October, with a complete fertilizer. Shrub fertilizer shall be of a formulation to keep shrubs in a vigorous and healthy condition, showing no symptoms of stress or disease due to lack of nutrients. Contractor shall fertilize trees with a complete fertilizer formulated for use on trees. Fertilize shrubs and trees with fertilizer injected into the soil or spread in the watering basin and around the drip line and watered in.

Vines, shrubs and trees shall be watered as necessary to provide adequate moisture for optimum growth. At no time shall shrubs and trees show lack of color or undue stress due to lack of water. In addition, trees which are not receiving enough deep penetration of water through normal irrigation shall receive supplemental irrigation through use of a soaker hose or soil-penetrating root irrigator once each month during the growing season and once again in late Fall.



Care shall be taken to avoid damage by weed eaters and other equipment, to tree trunks, shrubs, irrigation heads and any other utilities, facilities or structures within or adjacent to the landscape areas.

### **3-3.10 WEED CONTROL**

Turf and bunchgrass shall be maintained in a healthy, superior condition with a crisp clean appearance.

Weed Control shall be practiced in all turf and bunchgrass areas. Reasonable efforts shall be made to remove weeds as they appear. In no event shall weeds be allowed to exceed three (3) inches in height. No individual weed of any height shall remain longer than two (2) weeks. In January an approved pre-emergent herbicide for control of crabgrass, annual blue grass, and other spring germinating weeds shall be applied. If the first application of pre-emergent herbicide is ineffective, a second application shall be made in accordance with herbicide manufacture's specifications. In June or July, a selective broadleaf herbicide shall be applied for broadleaf weed control and a selective grass herbicide shall be applied to control grass weeds.

Those weeds that are still visible after the late winter and early summer herbicide applications shall be eliminated by further approved herbicide applications or by hand weeding at the expense of the Contractor. Any weeds, which are removed by hand, shall be removed in a manner, which leaves the ground surface level and saves the existing turf or bunchgrass in place. Such weeds shall be disposed of outside the public right-of-way.

All litter and debris in turf and bunchgrass areas shall be picked up and disposed of outside the public right-of-way. Litter and debris shall not be allowed to accumulate but shall be picked up and disposed of a minimum of once per week. The Contractor shall accomplish such litter and debris pickup prior to mowing to avoid shredding and dispose of these materials.

Turf shall be mowed once per week during the growing season (March through November). More frequent mowing shall be required if general turf growth exceeds one half again the specified mowing height between cuts. At no time shall more than 1/3 of the height be removed at any mowing. During the winter season (December through February) turf shall be mowed a minimum of once per each week providing that the turf and underlying soil are not so wet that excessive compaction and/or destruction of turf from mowers will occur. The Manager shall be notified when excessive moist soil conditions does not allow for the minimum mowing of once every two weeks. Mowing patterns shall be changed weekly to avoid rutting.

Grass cycling shall be employed for all turf areas (see a Bay-Friendly Guide to Grass cycling, available at [www.BayFriendly.org](http://www.BayFriendly.org)) Grass cycling requires an integrated management system of irrigation, mowing height, and mowing frequency. Turf is to be mowed when it is dry; no sooner than the day following irrigation. Mowing equipment is to be maintained so as to keep the blades sharp and balanced. Blades are usually to be sharpened once per week. The area under the mower deck is to be kept clean so that no roots, seeds, or crowns of foreign grasses are introduced. Mulching mowers are to be used. Grass clippings are to be left on turf. If necessary, Contractor is to make a second pass over clumps or windrows or to spread clumps or windrows by hand or blower. Clippings may not be left in clumps or windrows.



Seasonal rains may require temporary halting of grass cycling because of excess moisture. At these times, grass clippings are to be picked up and transported to a plant debris recycling facility.

Bunchgrass shall not be mowed; however, seed heads shall be removed from the bunchgrasses after the seed heads have become unsightly. Unsightly shall mean after the seed heads have matured and turned brown. In addition, dead leaf stalks are to be removed promptly.

Mowing height for turf shall be 2½ inches all year round.

Bruising or rough cutting of grass shall not be permitted. Mower blades shall be sharp and properly adjusted so that turf is cut to a uniform height. Scalping will not be permitted.

All turf areas shall be cleanly edged on a biweekly basis to the inside (turf side) edge of the concrete median curbs.

All turf growing along public sidewalks and walkways shall be edged to maintain a crisp, clean edge along all such structures. Turf and bunchgrass shall be kept from overgrowing sprinkler heads.

Edging shall also include trimming grass around trees, poles, utilities, and any other concrete pads within or immediately adjacent to the turf areas. Edging shall be done weekly.

Care shall be taken to avoid damage by mowers to tree trunks, irrigation heads and any other utilities, facilities or structures within or adjacent to turf areas. The Contractor at his expense shall repair any damage caused by the Contractor's negligence.

Prior to mowing, the Contractor shall be sure that the mower is cleaned off so that no roots, stolons, seeds, or crowns of foreign grasses are introduced into the contract area.

All turf and bunchgrass areas shall be fertilized a minimum of three times per year, or as often as necessary to keep it in a healthy, green condition and showing no lack of resiliency. Turf and bunchgrass shall be fertilized in the spring and fall with a complete fertilizer and in summer with a slow release, high nitrogen fertilizer. The Manager prior to application shall approve chemical composition and application rate of fertilizer.

Prior to lawn fertilization with granular-type fertilizers, the Contractor shall ensure that the root zone of the turf and bunchgrass is damp and that the grass itself is free of surface moisture.

Lawns shall be watered immediately after fertilization to prevent burning the grass.

Insects, pests, diseases, and rodents shall be controlled as necessary by approved chemical pesticides or approved alternate methods. Vertebrate pests like gophers, moles, ground squirrels, etc. shall be managed proactively on a weekly basis as part of the regular maintenance in all turf areas. These pests shall be controlled with pesticides registered for this purpose, with traps and by other approved methods.

All turf and bunchgrass areas shall be irrigated as necessary to maintain turf in a green, healthy, uniform growth pattern. Irrigation sprinkler heads shall be kept in adjustment for uniform irrigation. At no time shall "doughnut" patterning of dry spots become evident. The irrigation controller shall be set so that with each water application an adequate amount of water is supplied to the root zone of the grass to ensure that soil moisture does not go down to the wilting point of the turf grass.



Contractor shall perform aerating, verticutting, top dressing, soil condition, reseeding and other methods of turf renovation on a regular basis.

### **3-3.11 IRRIGATION**

The Contractor shall be responsible for complete maintenance of the irrigation system, including piping, wiring, irrigation heads, automatic valves, automatic controllers, batteries and other irrigation improvements. All irrigation parts and materials which are damaged or broken by the Contractor's negligence or misuse shall be repaired or replaced by the Contractor at their own expense.

**The Contractor as part of the maintenance shall inspect the irrigation system weekly.** It is the Contractor's responsibility to ensure that the system is operating correctly and that there is adequate coverage. The Contractor is expected to thoroughly inspect and operate all components of the system at least once weekly and make **minor** repairs as needed. At the Manager's discretion, the Contractor may be required to provide 24-hour advance notice of scheduled irrigation maintenance.

**Minor Repairs: Repair and maintain the irrigation system from lateral tees or elbow to sprinkler heads or emitters to include:** Replacement of damaged or malfunctioning heads, broken risers, damaged drip tubing or emitters, or other related parts of the irrigation system above the connection to the lateral line. It is the contractor's responsibility to identify the cause of the damage.

**Major repairs: Major repairs to the irrigation system such as main line repairs, valves, pumps, electrical troubleshooting, and repair, etc.** Will be considered extra work provided with advanced approval of the landscape manager or designee on a time and material basis as at the rate specified by the contractor in the RFQ bid sheet. There shall be no major irrigation repair undertaken until a quote has been provided and approval has been issued by landscape manager or designee. Report all major repair and irrigation issues immediately to landscape manager or designee and quote for repairs.

All irrigation heads shall be kept cleaned and adjusted to maximize coverage and minimize overspray onto the roadway. Adjustments shall include raising or lowering spray heads to avoid obstructions to the flow of water, repositioning drip emitters, adjusting flow of valves and heads, etc.

All automatic valves and filters shall be kept flushed clean of sediment and debris and shall be maintained in proper working order. Valves shall be kept well-adjusted to insure efficient operation of the irrigation system. The interior of the valve boxes for meters, valves, quick couplers, flush valves, etc. shall be kept free of soil accumulation and other debris. All mainline pipes and backflow devices that are exposed above grade shall be wrapped in insulation material approved by the Manager at the Contractor's expense. The Contractor shall always maintain the insulation in good repair.



The Contractor shall be responsible for setting the automatic controller stations to the times and frequencies needed to properly irrigate plant materials. Plant material that dies from improper irrigation scheduling or unmade minor irrigation repairs shall be replaced at contractors' expense. The Contractor shall also keep the controllers clean and free of insects and dust and shall make any necessary minor repairs. Any major malfunctions shall be brought to the immediate attention of the Manager. The severity of malfunction shall be as determined by the Manager.

No modifications may be made to the existing automatic irrigation system without express, written approval of the Manager. Any changes so approved shall be noted by the Contractor on a copy of the irrigation plan and submitted to the Manager within five (5) working days of completion of the work.

All repairs **minor** and **major** or new installations made to City irrigation shall be made with components from list of approved components (see Table 1). The Contractor shall contact the Landscape Maintenance Manager if special components not listed below are required.

Table 1: List of approved components

Part	Manufacturer	Part Number
Backflow	Febco	825 YA or Y
Backflow cages	All-Spec	BFE 30x24 BFE 18x42x30
Blanket	Polar Parka	20x15 or 34x19
All piping to backflow shall be brass pipes or K copper – no galvanized		
Valves (spray)	Rainbird	PESB scrubber
Tree bubblers	Rainbird	PESB-PRS-D
Drip or Netafim	Rainbird	XCA-100B-COM
Master Valves	Superior	Normally closed master valve
Sprinklers	Toro	570 prx 4", 6" & 12" pop ups
	Hunter	I-20
	Rainbird	1400 series bubbler
	Netafim	Dripline & all components except RC valve
Flow sensor	Calsense flow sensor per Calsense specifications	
Controllers	Calsense 3000E	Contact Jennifer Gregoris at (925) 325-9368 for City communication compatibility
Non-central controllers	Rainmaster Sentar	
Gate valves	Nibco	T113-K per line size

**Calsense System.**

Contractor must meet requirements below for Calsense Controllers:

- At least one trained employee on Calsense system.
- Contractor must input all precipitation rates per station and all other information into system.





- Contractor must input station locations – using street names or landmarks into description column of central system.
- Contractor must maintain controller and irrigation system running in automatic state utilizing ET from city ET gauge and rain bucket. Controller shall adjust daily run time automatically based on data collected from ET gauge and rain bucket.
- Contractor must coordinate all training of employees and troubleshooting of software with the Calsense field representative.
- Any changes to precipitation rate or square feet area are to be report to Landscape Manager.
- ET2000, ET 2000E, and CS3000E require smart phone or iPad with both Wi-Fi + Cellular for in-field functioning utilizing Command Center Online.
- Contractor shall have a PC, Laptop, or Tablet with internet accessibility with command center online installed
- **To use Command Center Online:**
  - One or more CS3000 irrigation controllers with the CS3-LR, CS3-EN, CS3-WEN, or CS3- communication option
  - A high-speed internet connection such as DSL, cable or mobile broadband
  - A compatible web browser.
  - **Supported web browsers include:**
    - Microsoft® Internet Explorer® 8 or later
    - Google® Chrome™ 34 or later
    - Mozilla® Firefox® 28 or later
    - Apple® Safari® 5.1.7 or later

### **3-3.12 SOIL EROSION**

The Contractor shall make every attempt to prevent soil erosion and soil slippage at the project site. The Contractor shall minimize erosion and slippage on slopes by quickly repairing irrigation leaks and malfunctioning irrigation heads; not over-watering; maintaining the health of all plant material to maximize slope stability; and by controlling vertebrate pests like gophers, moles, squirrels, and others. The Contractor will immediately notify the Manager when the Contractor detects an erosion or slippage greater than 50 square feet.

### **3-3.13 DROUGHT CONTINGENCY**

In the event of a drought condition and/or a required reduction in water usage, as officially declared by the Hayward City Council, the Manager shall have the authority to modify accordingly those sections of these special provisions pertaining to watering requirements of the plant materials.

### **3-3.14 PAVING MAINTENANCE**

All concrete paving, including sidewalks, and curb and gutters, abutting the maintenance areas shall be kept weed free, litter-free and swept clean of all dirt, litter, debris; and sweepings. All excess material shall be disposed of outside the City right-of-way. Existing weeds shall also be controlled in all paving areas by hand-weeding and/or approved post-emergent herbicides, such as Roundup or an approved equal. Paving areas, expansion joints, etc. are to be treated a minimum of once a year with an approved pre-emergent herbicide, to prevent weed seed germination.



Repair of paving, including cracked or broken concrete, shall be done by City forces or negotiated as extra work. However, the Contractor shall remove dislodged or broken paving units which may pose a hazard and dispose of them outside the maintenance area. The Contractor shall notify the Manager regarding any necessary repair work.

### **3-3.15 HEADER BOARDS**

The Contractor shall maintain all header boards separating landscape areas in good repair. Header boards which have been raised, splintered, broken or otherwise damaged due to the Contractor's negligence shall be repaired and/or replaced with construction heart redwood header boards or EPIC Company's plastic header boards (as determined by the Manager) installed as per the original detail at the Contractor's expense.

Header boards worn due to normal wear or damaged by means beyond the Contractor's control shall be repaired by the Contractor at the City's expense in accordance with the provisions of Section 2-1.02, "Extra Work".

### **3-3.16 VANDALISM**

This work consists of repairing damage to landscaping, irrigation, entry features, masonry walls and other improvements as the result of vandalism. Improvements damaged by vandalism or graffiti shall be repaired by the Contractor at the City's expense in accordance with the provisions of Section 1- "Extra and/or Additional Work and Changes". Acts of vandalism shall be reported to the Manager in the same week the damage is discovered and reported on yearly report. Graffiti on trash receptacles, masonry walls, signs, entry features and other street furniture shall be reported to the Manager. The City's Facilities Division shall abate this graffiti.

### **3-3.17 DRAINAGE IMPROVEMENT**

The Contractor shall maintain all drainage improvements like catch basins, concrete gutters, drainage swales and others free of debris and in a free-flowing condition. Debris shall be removed from drainage improvements during weekly services. All catch basins shall be completely cleaned of sediments annually during the month of October to prepare the system for the winter season.

### **3-3.18 INTEGRATED PEST MANAGEMENT (IPM) POLICY**

In accordance with the provisions of the attached City of Hayward Administrative Rule 7.2 on Integrated Pest Management (IPM) Policy, the Contractor must follow IPM policies and programs and have an IPM guide book in use. The Contractor shall provide reports detailing the quantities and types of pesticides and herbicides used on City property. These reports must accompany the monthly monitoring invoices. Please use attached Exhibit A, Contractor Monthly Reporting Form (due every month).

### **3-3.19 PARK MAINTENANCE**

All landscape specifications and special provision in above sections shall apply to the maintenance of City parks.

Contractor shall perform specified park maintenance activities to Parks, to provide a safe and pleasant experience for all who visit City of Hayward Parks according to the specification and frequencies stated in the following sections.

Inspect weekly, all playground equipment, playground surfacing, tot lot sand, shelters, picnic



tables, sports courts and walkways to identify any unsafe condition. Report any damage or vandalism or necessary repairs immediately to the appropriate staff person. Secure area with caution tape and installs proper signage to warn public of damaged park amenities or dangerous conditions.

Remove weekly; sand, glass, debris, or other obstructions from walkways, shelters, playground equipment areas and turf.

Remove and dispose of trash receptacle liner from all trash receptacles; pick up litter around trash cans; weekly. Replace liner for each trash receptacle throughout the parks system and evaluate each trash can for replacement purposes and relocation of the trash can within the same area to reduce the damage to the turf underneath each trash can.

During inclement weather the Contractor shall need to place sandbags in all areas that erosion is occurring.

Playground Inspections: The Contractor shall inspect and certify all playground areas in the City yearly by a certified National Playground Safety Inspector (NPSI) and must maintain accurate and current documents and records.

**Playground Maintenance– Special Provisions**

- The Contractor shall inspect each piece of play and/or exercise equipment in all City parks where applicable annually for compliance with International Playground Equipment Manufacturers Association (IPEMA) and Consumer Product Safety Commission (CPSC) guidelines. Inspections and documentation shall be completed by a National Recreation and Parks Association (NRPA) Certified Playground Inspector. Documentation of required inspection for each piece of playground and exercise equipment shall be furnished to the City Representative by February 1st of each year.

**3-3.20 BIORETENTION AREAS**

The principal maintenance objective for the maintenance of the bio-retention areas is to prevent sediment buildup and clogging, which reduces pollutant removal efficiency and may lead to bioretention area failure. Routine maintenance activities, and the frequency at which they will be conducted are shown in the table below:

<b>Routine Maintenance Activities for Bio-Retention Areas</b>		
<b>No.</b>	<b>Maintenance Task</b>	<b>Frequency of Task</b>
1	Keep curb cuts, covered curb cuts and cobbles clear of weeds, trash and debris.	Twice a week
2	Remove obstructions, debris and trash from bioretention area and dispose of properly.	Monthly, or as needed after storm events.
3	Inspect bioretention area to ensure that it drains between storms and within five days after rainfall.	Monthly, or as needed after storm events.
4	Inspect inlet for channels, soil exposure or other evidence of erosion. Clear obstructions and remove sediment. Replace any erosion with C-10 soil mix.	Monthly, or as needed after storm events.



5	Remove and replace all diseased and dead vegetation.	Twice a year.
6	Maintain vegetation and check the irrigation system. Prune and weed to keep bioretention area neat and orderly in appearance.	Before wet season begins, or as needed.
7	Check that mulch is at appropriate depth (3 inches per soil specifications) and replenish as necessary before wet season begins.	Monthly
8	Annual cleaning every October to prepare for annual inspection from City of Hayward in November.	Annually

**3-3.21 COMMUNICATIONS AND REPORTS**

Regular communication between the contractor and the owner's authorized representative is encouraged.

The contractor is encouraged to ask questions, rather than make assumptions.

As the landscape matures, some of the maintenance procedures will be eliminated and others may have to be added. For example, as the shrubs mature, they will require less fertilizer. Regular communication will eliminate most surprises to the owner of changing maintenance costs, which will vary as the landscape grows. Remember, all changes to these specifications must be approved in writing by the owner's authorized representative.

The contractor shall provide the owner's authorized representative with the name and phone number of the contractor's representative for this site. The contractor's representative shall be a person in the employ of the contractor who is familiar with, and regularly updated on, all the contractor's activities at the site. The contractor's representative shall personally perform regular reviews of the contractor's work at the site.

The contractor shall submit a copy of the quarterly Maintenance Checklist to the owner's authorized representative each quarter. The checklist copy shall have a check mark by all items completed at the site during the quarter by the contractor. Any items completed that are not on the checklist shall be noted on the back of the check list. The checklist shall be dated and contain the name and signature of the contractor's representative for the work at this site

**3-3.22 PAYMENT**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in landscape maintenance, as shown on the plans, and as specified in these special provisions, and as directed by the Landscape Maintenance Manager, shall be considered as included in the contract price paid for landscape maintenance and no separate payment will be allowed.



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## SECTION 4-1 REQUIRED MAINTENANCE FORMS

### 4-1.1 REQUIRED MAINTENANCE FORMS

The following pages include required maintenance forms.

#### BAY FRIENDLY RATED LANDSCAPE

##### Weekly Checklist

		<i>Example</i>
1	Location of Work Performed	<i>ABC Street</i>
2	Name of staff	<i>John Doe</i>
3	Time Period Covered	<i>April 1-7, 2019</i>
4	Supervisor Name	<i>Bob Smith</i>
5	Supervisor Email	<a href="mailto:bsmith@yahoo.com">bsmith@yahoo.com</a>
6	Supervisor Cell	<i>510-555-1212</i>

Note: Review and become familiar with the Landscape Maintenance Specifications prior to engaging in maintenance activities. This task list shall be filled out during each scheduled landscape maintenance visit and shall be submitted as a part of the required written monthly report. Check off all applicable boxes and record the task completed date as directed. Include your activities and site observations in the comment section provided for each of the maintenance sections below. The task list is a working document; it needs to be legible and must be completed in the field.

### 4-1.2 SOIL ANALYSIS: (See Maintenance Specification Section 3.2)

Once every two years in February, contractor shall collect and submit soil samples to an accredited and approved testing laboratory. The soil samples shall be collected from areas that are representative of the site conditions. Contractor shall request that the laboratory make recommendations based on an organic approach to soil management.

Task completed on \_\_/\_\_/\_\_\_\_

Comments:

### SOIL & NUTRIENT MANAGEMENT:

Maintain a minimum of 3" of certified organic recycled chipped wood mulch in Dark Brown color over all planting areas. Keep mulch 4 - 6" away from tree trunks and 2 - 4" from shrub stems.

Task completed on \_\_/\_\_/\_\_\_\_.



Refer to the recommendations by the project soil testing laboratory for the organic fertilizer type and quantity for soil correction for this specific project. Fertilizers prohibited by Organic Materials Research Institute are prohibited.

Soil shall not be worked when wet, generally between October and April.

Comments:

### **WATER MANAGEMENT:**

Record the irrigation meter reading for today. Detect leaks and repair as necessary. Meter Reading \_\_\_\_\_, task completed on \_\_/\_\_/\_\_\_\_.

Check for leaks, malfunctioning equipment and distribution uniformity; and repair and adjust heads, pressure, and irrigation controller schedule monthly for weather conditions, soil infiltration rates, and plant species. Note any repairs and adjustments in the comment section. Task completed on \_\_/\_\_/\_\_\_\_.

Clean and adjust all sprinkler and bubbler heads, drip emitters and valves for proper coverage. April – October Weekly November – March Monthly (when system operating) Task completed on \_\_/\_\_/\_\_\_\_

Check irrigation equipment twice a year and immediately replace broken equipment with equal or superior materials. Task completed on \_\_/\_\_/\_\_\_\_

- ✓ Ensure all flush valve/cap locations are visible.
- ✓ Ensure valve boxes are visible and can be opened.
- ✓ Inspect valves, filters, and pressure regulators for damage or leaks. Check wire splices.
- ✓ Clean valve boxes of dirt and debris.
- ✓ Flush filters. A hose can be attached to the flush cap to keep water out of the valve box.
- ✓ Inspect and clean filters. Replace damaged or torn filters.
- ✓ Flush laterals.
- ✓ Ensure distribution uniformity.
- ✓ Test backflow preventers.

Comments:

### **INTEGRATED PEST MANAGEMENT:**

Weeds - remove weeds by hand or with other cultural/ Mechanical/ physical methods as the first choice in weed management. When removing weeds by hand, take special care to remove



weeds in the root balls of plants and in the expansion jointing of the adjacent paving, curb and gutter.

Insect and Disease management – note any work and comments in the comment section

Remove Dead Plants.

- ✓ Prune or remove infected or infested branches and shoots.
- ✓ Address Stressed Plants.
- ✓ Note any infestations affecting more than one plant.
- ✓ Bring attention to the Superintendent of plants that are disease or insect prone and make suggestions for plant replacements.

Comments:

### **PLANT GROWTH CONTROL:**

Shrub/ Groundcover shall be pruned selectively to remove individual stems or branches that extend beyond the natural conformation of the plant to a lateral branch or at the point of attachment that impede pedestrian movement or pose physical harm sidewalk. Woody shrubs shall be selectively pruned to control growth towards pavements rather than edged. Shearing plants into formal shapes is not allowed as this destroys the natural form of the plant and generates excessive waste.

Remove branches and blades of shrubs that impede pedestrian movements in the sidewalk using the prescribed pruning method.

Tree Pruning shall be performed only by trained, experienced personnel. An I.S.A. Certified Arborist or Tree Worker is to be present at all times during pruning. See Maintenance Specifications Section 3.10 VINES, SHRUBS AND TREES, for additional requirements.

Comments:

### **WASTE MANAGEMENT:**

All vegetative plant debris leaving the Project site shall be separated from other trash and brought to the nearest facility to be recycled into compost or mulch. Other recyclable debris such as beverage containers and cardboard should also be kept separate for recycling.

All Pavement and curbs shall be cleared of soil, mulch, or vegetative debris.

Comments:



I. QUARTERLY MAINTENANCE CHECKLIST REPORT NON- BAY FRIENDLY RATED

QUARTERLY CHECK LIST: (Circle One)	
MARCH	JUNE
SEPTEMBER	DECEMBER
	Walk all maintenance areas pick up all trash and debris
	Trim shrubs (keep trimmed away from sidewalk, walkways, and curb for pedestrian traffic)
	Maintain visibility of all signs with clearance of trees and shrubs
	Inspection of all areas for dead or fallen trees or branches, shrubs and dead vegetation and removal of found items.
	Turf areas mow and edge list date and amount of fertilizer applied.
	Remove all weeds and dog feces
	List plant disease or pest infestations in contractors' notes
	Maintain tree clearance of pathways, walkways and sidewalks 6'6" and roadways 13' <b>Annually</b>
	Review irrigation program on all maintenance areas and note changes made
	Assure proper programming for the season/ weather conditions
	List quantities of mulch applied, and area applied.
	Inspect and test all irrigation systems for proper performance make minor repairs. Add any deficiencies and recommendations to irrigation modifications
	Clean all walkways
	Fencing and masonry walls monitor condition and report graffiti to <a href="mailto:MSDLandscape@hayward-ca.gov">MSDLandscape@hayward-ca.gov</a>
	Assess company's work and condition of maintenance areas
	Application of complete fertilizer shrubs and trees March and September <b>Biannually list amount and area.</b>
	Monthly pesticide reports have been emailed too: <a href="mailto:MSDLandscape@hayward-ca.gov">MSDLandscape@hayward-ca.gov</a>
	<b>Contractors notes</b>
	List program modification's done to controllers
	List any irrigation modifications if needed.
	Extra work needed and quote number
	List landscape problems such as tree/plant disease, soil compaction, pest infestation and/or problematic water conditions.
	EMAIL Maintenance Checklist to: <a href="mailto:MSDLandscape@hayward-ca.gov">MSDLandscape@hayward-ca.gov</a>





**LANDSCAPE CONTRACTORS SURVEY/QUALIFICATION FORM**

1. How many employees in your firm?
2. Legal Entity:     Sole Proprietorship       Partnership       Corporation
3. How many years has your firm been in business? \_\_\_\_\_ Years
4. Average annual amount of landscape work:  
\_\_\_\_\_
5. List the categories of work that your firm normally performs with its own forces:
  
6. Under what other names has your firm operated?
  
7. Have you ever filed bankruptcy?  
If yes, give date and where filed:
  
8. Has your firm ever failed to complete work awarded to it?  
If yes, give date and reason:
  
9. Are there any judgments pending or outstanding against your firm?  
If yes, give date and reason:
  
10. Provide your C-27 State Landscape Contractors License No. \_\_\_\_\_. A copy of the license may be requested prior to award of bid. Has your license ever been suspended or revoked?  
If yes, give date and reason:
  
11. Attach the certificates of insurance, which demonstrates your insurance coverage in the amount specified in Section 1.14 of the City's General Provisions for Work and Services will be required if your firm is selected.
  
12. Is your firm fully licensed to apply pesticides on commercial sites?  
\_\_\_\_\_ YES      \_\_\_\_\_ NO



If yes, list individuals, the license they hold, and license numbers.

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If no, list your subcontractor, the license they hold and license numbers.

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13. List below a minimum of three large residential, commercial or business references of recent or current landscape maintenance jobs which are similar in size, intensity of maintenance, and description of this job. The city requires references within a 30-mile radius of Hayward so that we may inspect the area if necessary.

CUSTOMER AND CONTACT PERSON	CUSTOMER'S ADDRESS	PHONE #	TYPE OF WORK

14. If you have performed work for other cities, counties or recreation districts, and did not list them as references in no. 13 please indicate them below:

**CUSTOMER**

---

CONTACT PERSON

---

PHONE NUMBER

---

TYPE OF WORK

---

**CUSTOMER**

---



CONTACT PERSON

---

PHONE NUMBER

---

TYPE OF WORK

---

**CUSTOMER**

---

CONTACT PERSON

---

PHONE NUMBER

---

TYPE OF WORK

---

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

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

(Authorized Agent)

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

(Please Print)

TITLE: \_\_\_\_\_

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

END OF SECTION



**\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\***

**VENDOR'S LICENSE STATEMENT**

The undersigned certifies that he or the firm he represents holds the appropriate Licensed in accordance with the act providing for the registration of the registration of contractor's, License No.

License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Proper Name of Bidder \_\_\_\_\_

Classification No. & Title \_\_\_\_\_

\*\*\*\*\*

*THE REPRESENTATIVES MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.*

NO BID IS VALID UNLESS SUBMITTED ON THIS FORM AND SIGNED BY AUTHORIZED AGENT FOR YOUR COMPANY.  
SUBMITTED BY:

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

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

(Authorized Agent)

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

(Please Print)

TITLE: \_\_\_\_\_

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

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of authorized officers or agents; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partnership; and if bidder is an individual, his signature shall be placed above.



***\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\****

**BIDDER'S REFERENCE AND STATEMENT OF EXPERIENCE**

The bidder is required to state below work of similar character to that included in the proposed contract he has done and provide references which will fully disclose his responsibility, experience, skill and business standing.

Please list below your qualified commercial references within the last five (5) years:

Company \_\_\_\_\_  
Address \_\_\_\_\_  
CONTACT \_\_\_\_\_ PHONE # \_\_\_\_\_  
Email \_\_\_\_\_  
Name of Project \_\_\_\_\_  
Date/Period of Service \_\_\_\_\_  
Total Amount of Project: \$ \_\_\_\_\_

Brief Description of Project

\_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
CONTACT \_\_\_\_\_ PHONE # \_\_\_\_\_  
Email \_\_\_\_\_  
Name of Project \_\_\_\_\_  
Date/Period of Service \_\_\_\_\_  
Total Amount of Project: \$ \_\_\_\_\_

Brief Description of Project

\_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
CONTACT \_\_\_\_\_ PHONE # \_\_\_\_\_  
Email \_\_\_\_\_  
Name of Project \_\_\_\_\_  
Date/Period of Service \_\_\_\_\_  
Total Amount of Project: \$ \_\_\_\_\_

Brief Description of Project

\_\_\_\_\_



**\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\***

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the Government Code of the State of California each bidder shall set forth below the name and the mill, shop, or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications and the portion of the work which will be done by each subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the CITY.

TRADE	NAME	CONTRACTOR'S LICENSE NUMBER	EXPIRATION DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.



***\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\****

**ACKNOWLEDGMENT OF ADDENDA**

Failure to execute the following may be considered as an irregularity in the bid. Receipt of the following addenda issued during the time of bidding is acknowledged, and the information contained therein has been considered in the preparation of this bid:

- |                                |                                |
|--------------------------------|--------------------------------|
| <input type="checkbox"/> None  | <input type="checkbox"/> No. 3 |
| <input type="checkbox"/> No. 1 | <input type="checkbox"/> No. 4 |
| <input type="checkbox"/> No. 2 | <input type="checkbox"/> No. 5 |

**(Check Appropriate Space(s) for Addenda Received)**

**Warning**

If an addendum or addenda have been issued by the City and not noted above as being received by the bidder, this Proposal may be rejected.



**\* THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\***

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

State of California )  
 ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder as not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**\*NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID\***

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

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

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





\*

***\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\****

**CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION**

LABOR CODE SECTION 3700

“Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the City of Industrial Relations of ability to self-insure and to pay any compensation that may become due to This/her employees.

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

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

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

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

(In accordance with Article 5 [commencing at Section 1860], Chapter I, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**CITY OF HAYWARD**  
**NONDISCRIMINATORY EMPLOYMENT PRACTICES PROVISION**

In the performance of this contract the contractor or subcontractor agrees as follows:

1. **AFFIRMATIVE ACTION - GENERAL.** The contractor or subcontractor shall not discriminate against any applicant for employment or employee on the grounds of race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. The contractor or subcontractor will take affirmative action to ensure that its recruitment, selection, and evaluation practices do not discriminate against any applicant for employment or employee. The contractor or subcontractor shall also ensure that its personnel policies, practices and procedures, including but not limited to, the transfer, promotion, demotion, suspension, layoff, or termination, rates of pay or other forms of compensation, and the selection for training programs, apprenticeship, and on-the-job training do not discriminate against any employee. The contractor or subcontractor shall post in conspicuous places that are accessible to applicants for employment and employees notices setting forth this Nondiscriminatory Employment Practices Provision.

2. **RECRUITMENT.**  
(a) **Non-union employees.** Advertising placed with any media shall include the notation, "An Equal Opportunity Employer." Advertisements shall be placed with media having large circulation among minority groups or at school placement centers having large minority student enrollments. The contractor or subcontractor will send to each source of employee referrals, other than labor unions or workers' representatives, a notice, in such form and content as shall be furnished or approved by the City, advising such source of employee referrals of its commitments under Chapter 2, Article 7, of the Hayward Municipal Code, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

Recruitment of non-union employees shall, to the maximum extent possible, utilize the services of minority organizations likely to be referral sources for minority group employees.

(b) **Union employees.** Union employees shall be recruited in accordance with applicable labor agreements. The contractor or subcontractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, in such form and content as shall be furnished or approved by the City,

advising said labor union or workers' representatives of its commitments under Chapter 2, Article 7, of the Hayward Municipal Code, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor or subcontractor agrees to seek the inclusion in all union agreements to which it is a party, clauses prohibiting discrimination based upon race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. To the maximum extent consistent with applicable labor agreements the contractor or subcontractor will attempt to recruit applicants without regard to race, color, religion, national origin, sex, age, or disability.

3. **EQUAL EMPLOYMENT OPPORTUNITY OFFICER.** The contractor or subcontractor shall designate one of its management employees as its Equal Employment Opportunity Officer and shall assign such officer the responsibility and authority to administer and promote an active program to put the contractor's or subcontractor's nondiscriminatory employment practices commitment into practice.

4. **ACCESS TO RECORDS.** The contractor or subcontractor shall permit access during normal business hours to its records of employment, employment advertisements, completed application forms, and other pertinent data and records when requested to do so by the City Manager or any representative of the Fair Employment Practices Commission of the State of California.

5. **COMPLIANCE REVIEW PROCEDURES.**  
(a) The contractor or subcontractor shall, upon request of the City Manager, submit its official payroll records together with a monthly cumulative summary of all employee hours worked in performance of its contract with or on behalf of the City identified as to minority status.

(b) The contractor or subcontractor shall submit to a formal, thorough review of its records, books, reports, and accounts concerning its employment practices for the purpose of determining whether they are nondiscriminatory. This review will be performed at intervals during the performance of the contract as may be specified by the City Manager.

Each review shall be followed within 30 days by either a written notice to the contractor or subcontractor that it is in apparent compliance with the Nondiscriminatory Employment Practices Provision of its

**CITY OF HAYWARD**  
**NONDISCRIMINATORY EMPLOYMENT PRACTICES PROVISION**

contract or by a citation of apparent deficiency, summary of findings, and a statement of remedial commitment for signature by the contractor. If the contractor or subcontractor fails to meet the commitments it has made in executing such statement, the City Manager shall issue a notice of intent to initiate an action against the contractor or subcontractor with the Fair Employment Practices Commission for willful violation of the Nondiscriminatory Employment Practices Provision and the California Fair Employment Practices Act in not less than 30 days of such notice of intent.

6. VIOLATIONS. The City Manager shall deem a finding of willful violation of the Nondiscriminatory Employment Practices Provision and the California Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the contractor or subcontractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426, which has become final, or obtained relief under Labor Code Sections 1429 and 1429.1, or an appropriate federal commission or agency, or a court of the State of California, or if the United States Government finds, in any action or proceeding to which the contractor or subcontractor is a party, that it discriminated against employees or applicants for employment in the performance of this contract. Upon receipt of such notice or final judgement, the City Manager shall notify the contractor or subcontractor that unless it demonstrates to the satisfaction of the City Council within a stated reasonable period that the violation has been corrected, said contractor or subcontractor shall be subject to the remedies hereinafter provided.

7. REMEDIES FOR WILLFUL VIOLATION. The contractor or subcontractor agrees that a finding of a willful violation of the California Fair Employment Practices Act or of this Nondiscriminatory Employment Practices Provision shall be regarded by the City Council as a basis for determining whether or not it is a responsible bidder as to future contracts for which such contractor or subcontractor may submit bids. The contractor or subcontractor further agrees that such disqualification by said City Council shall remain in effect for one year or until it demonstrates to the satisfaction of the City Manager that its employment practices are in conformity with the nondiscrimination provisions of the article.

**The contractor or subcontractor further agrees that the contractor or subcontractor shall, as a penalty to the City of Hayward, forfeit for each calendar day or portion thereof an amount not to exceed \$250 or 1 percent of the total contract amount, whichever is greater. Such penalty may be deducted from any sums due to the contractor or subcontractor or recovered by the City through maintenance of an action in any court of competent jurisdiction.**

Prior to making any determination with respect to reinstatement of a contractor or subcontractor as a responsible bidder, the City Council may refer the matter to the Human Relations Commission of the City of Hayward for a report and recommendation. The contractor or subcontractor agrees to cooperate to the fullest extent with said Human Relations Commission in its exercise of the authority here conferred, including, but not limited to, promptly furnishing reports requested by the commission's review of matters relating to such reinstatement.

(REV. 11/5/92)

**CITY OF HAYWARD  
SPECIAL AFFIRMATIVE ACTION PROVISION FOR SUPPLY AND  
SERVICE CONTRACTS**

In accordance with section 2-7.04 of the Hayward Municipal Code (HMC), this provision shall be included in every nonconstruction contract estimated by the City to equal or exceed \$10,000 annually, where the contract has a potential for more than one delivery on City request and the Contractor employs more than ten (10) persons, and for every other nonconstruction contract equal to or in excess of \$25,000 (whether paid in one sum upon delivery or completion, or paid periodically and such periodical payments are estimated by the City to total \$25,000 or more in one year) the following requirements must be met in addition to those set out in The City of Hayward Nondiscriminatory Employment Practices Provision (Sec. 2-7.02, HMC):

**1. IN THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:**

(a) The contractor that submits the apparent low bid shall, on behalf of itself and those of its subcontractors, if any, where the dollar amount of such subcontract exceeds \$10,000, furnish the City Manager such information concerning its employment practices and existing and projected work forces in the form and manner as may be requested by the City Manager.

(b) The contractor that submits the apparent low bid and each of its subcontractors, if any, where the dollar amount of such subcontract is \$10,000 or more, may be required to attend a conference with the City Manager at such time and place as may be fixed by the City Manager to determine whether the information earlier submitted shows compliance with the nondiscrimination requirements of this article.

In making such determination, the City Manager shall consider the following factors:

(1) The size of the contractor's or subcontractor's existing work force;

(2) The size of the anticipated work force necessary for the contractor or subcontractor to perform the contract or subcontract for or on behalf of the City;

(3) The projected turnover, vacancies, or work force expansion that the contractor or subcontractor expects to occur during the term of the contract;

(4) The specific plans of the contractor or subcontractor to recruit applicants for employment and

to select, train, and promote employees hired to complete the contract with or on behalf of the City in like proportion to their numbers in the contractor's or subcontractor's typical, geographic labor market;

(5) An analysis showing the projected work force that would be expected, after all necessary selection is completed, to perform the contract or subcontract with or on behalf of the City absent any discriminatory employment practices;

(6) Any other qualitative or quantitative data which would assist the City Manager in determining the contractor's or subcontractor's commitment to meet the nondiscriminatory employment practices requirements of this contract.

(c) Following such conference, the apparent low bidder shall enter into a memorandum of understanding with the City in a form agreed to by such contractor and the City Manager, which memorandum of understanding shall set forth the measures that the contractor and its subcontractors who have attended the conference shall take in furthering and meeting its nondiscrimination employment practices commitment during the performance of the contract.

(d) In the event the apparent low bidder fails to submit the requested written information, appear at the conference, or enter into a memorandum of understanding that is acceptable to the City Manager, the City Manager shall, after giving notice and an opportunity to respond to the apparent low bidder, contact the second lowest bidder for the purpose of conducting the procedure set out in subsections (a) through (c) herein.

**2. IMPLEMENTING RULES AND REGULATIONS, ENFORCEMENT PROCEDURE, AND DELEGATION OF RESPONSIBILITY. (Sec. 2-7.05, HMC)**

The City Manager shall promulgate all rules, regulations, and forms necessary to implement the provisions of this article. So far as is practical, such rules, regulations, and forms shall be similar to those adopted pursuant to federal Executive Order 11246 and the Fair Employment Practices Act of the State of California.

The City Manager shall monitor the performance of the contractors and subcontractors in their achievement of the nondiscriminatory employment practices

**CITY OF HAYWARD**  
**SPECIAL AFFIRMATIVE ACTION PROVISION FOR SUPPLY AND**  
**SERVICE CONTRACTS**

requirements provided herein, conduct on-site inspection of their work forces and employment records and submit periodic reports on such performances to the City Council and Human Relations Commission for advisory review to the City Council regarding modifications of this article so as to ensure its effectiveness.

The City Manager shall designate a Contract Compliance Officer and may, at his discretion, delegate responsibility and authority for administering the provisions of this article to the Contract Compliance Officer and to such other officers or employees of the City as necessary for proper administration of this program.

**3. EXEMPTIONS. (Sec. 2-7.06, HMC)**

The following contracts are exempt from the provisions of this article:

- (a) Contracts with other governmental jurisdictions;
- (b) Contracts with manufacturers whose principal place of business is located outside the United States;
- (c) Contracts with the United States manufacturers whose principal place of business is located outside the State of California;
- (d) Contracts with any single or sole source supplier of any goods or service; and

(e) Contracts resulting from exigent emergency requisitions where any delay in completion or performance of the contract would jeopardize the public health, safety, or welfare of the citizens of the City of Hayward, or where in the judgement of the City Manager the operational effectiveness of a significant City function would be significantly threatened if the contract were not entered into expeditiously.

**4. CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246. (Sec. 2-7.07, HMC)**

No provision of this article shall be construed to apply to any federally assisted construction contract entered into by the City that is subject to Executive Order 11246 or any order amending or superseding Executive Order 11246, the rules and regulations promulgated pursuant to said order, or the Federal Equal Employment Opportunity Bid Conditions for Alameda County.

**5. OTHER REMEDIES. (Sec. 2-7.08, HMC)**

The provisions of this article shall not be construed to prevent the City from pursuing and obtaining any remedy or relief as may be prescribed by law.

**6. CONTACT**

City of Hayward Purchasing and Contract Compliance Specialist, (510) 583-4802.

(rev. 06/26/02)



**NONDISCRIMINATORY EMPLOYMENT PRACTICES**  
**AND**  
**AFFIRMATIVE ACTION CERTIFICATION STATEMENT**

The Respondent to a City of Hayward Request for Proposals/Request for Quotation hereby certifies that it is in compliance with all executive orders, federal and state laws regarding fair employment practices and nondiscrimination in employment.

1. That it shall demonstrate compliance with the requirements established in the Affirmative Action provisions (EEO) for supply and services contracts.
2. That it fully understands that the provisions contained in the City's special Affirmative Action provisions shall be considered a part of its contractual agreement with the City in the event of award of contract.
3. That it is in compliance with all executive orders, federal, state and local laws (including Hayward Municipal Code Chapter 2, Article 7) regarding fair employment practices and nondiscrimination in employment.

\_\_\_\_\_ (Print/Type Name of Company Official) \_\_\_\_\_ (Title)

\_\_\_\_\_ (Signature of Company Official) \_\_\_\_\_ (Date)

Name of Project: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
Street Address City/State/Zip

Telephone: ( \_\_\_ ) \_\_\_\_\_ ( \_\_\_ ) \_\_\_\_\_

Please check below as appropriate:

- ( ) Prime Contractor                      ( ) Subcontractor                      ( ) Professional Services  
( ) Supplier of Goods                      ( ) Supplier of Services

ORDINANCE NO. 99-03AN ORDINANCE ADOPTING THE HAYWARD LIVING WAGE  
ORDINANCE AS ARTICLE 14 OF CHAPTER 2 OF THE HAYWARD  
MUNICIPAL CODE

BE IT ORDAINED by the City Council of the City of Hayward as follows:

SECTION 1. FINDINGS. The City Council finds and determines as follows:

- a. The City awards many contracts to private firm which provide services and labor to City government and to the public.
- b. Experience indicates that many City contractors who provide services and labor pay their employees of wages at or slightly above the minimum required by federal and state minimum wage laws.
- c. Payment of inadequate compensation does not provide affected employees with resources sufficient to afford a decent standard of living in Hayward.
- d. The City intends to require contractors to provide a minimum level of compensation that will improve the level of services rendered to and for the City.
- e. Based upon public comment, testimony and studies, the City Council finds that the wage levels set by this ordinance are minimum compensation levels required to afford a decent standard of living in Hayward.

SECTION 2. ADOPTION OF HAYWARD LIVING WAGE ORDINANCE. The Hayward Municipal Code is amended by adding a new Article 14 to Chapter 2 entitled the "Hayward Living Wage Ordinance" to read as follows:

ARTICLE 14  
HAYWARD LIVING WAGE ORDINANCE

Section 2-14.010	Title and Definitions.
Section 2-14.020	Applicability of Hayward Living Wage Ordinance Requirements.
Section 2-14.021	Subcontracted Work.
Section 2-14.030	Notifying employees of their potential right to the federal Earned Income Credit.
Section 2-14.040	Enforcement.
Section 2-14.050	Administration.
Section 2-14.060	Coexistence with other available relief for specific deprivations of protected rights.
Section 2-14.061	Application to City of Hayward Employees.
Section 2-14.070	Supersession by collective bargaining agreement.
Section 2-14.080	Severability.

SECTION 2-14.010 TITLE AND DEFINITIONS. The regulations in this Article may be referred to as the Hayward Living Wage Ordinance (hereafter “Ordinance”). The terms used herein are subject to the following definitions

(a) “City” means the City of Hayward and its employees and officials, including those City employees authorized to award a service contract on the City’s behalf.

(b) “City Manager” means the City Manager and his/her delegates and representatives.

(c) “Employee” means any individual employed by a service contractor on or under the authority of any contract for services with the City or proposal for such contract.

(d) “Health Benefits” means the payment of no less than one dollar and twenty-five cents (\$1.25) per hour toward the cost of health and medical care insurance for employees and their dependents.

(e) “Person” means any individual, proprietorship, partnership, joint venture, corporation, and Limited Liability Company, trust association, or other entity that may employ individuals or enter into contracts.

(f) “Service Contract” means any contract with the City, including a purchase order, for an expenditure in excess of twenty-five Thousand Dollars (\$25,000), for any of the following services:

- (i) Automotive repair and maintenance,
- (ii) Facility and building maintenance,
- (iii) Janitorial and custodial,
- (iv) Landscaping,
- (v) Laundry services,
- (vi) Temporary personnel,
- (vii) Pest control, or
- (viii) Security services.
- (ix) Social Service Agencies.

(g) “Service Contractor” means any contractor who seeks or has been awarded a Service Contract subject to this Ordinance. For the purposes of this Ordinance, the term “Service Contractor” shall include all subcontractors retained by a contractor to perform any or all of the functions covered by a Service Contract subject to the herein-contained regulations.

(h) “Social Service Agency” shall mean any organization receiving funds from the City as a result of a process involving the Human Services Commission.

SECTION 2-14.020 APPLICABILITY OF HAYWARD LIVING WAGE ORDINANCE REQUIREMENTS.

(a) Scope. These regulations shall apply to any Service Contract with the City which is executed or extended on or after July 1, 1999, and to any previously executed Service Contract, where the services are first provided to the City after June 30, 1999.



(b) Exemptions. To the maximum extent permitted by law, this Ordinance shall apply to the expenditure of funds entirely within the City's control and to the expenditure of other funds consonant with the laws authorizing such expenditures. The following Service Contracts are exempt from this Ordinance's requirements:

- (1) Contracts subject to federal or state law or regulations, which preclude the applicability of this Ordinance's requirements.
- (2) Multi-agency contracts involving programs where the City shares management authority with other jurisdictions, unless all of the signatory jurisdictions have a Living Wage Policy.
- (3) Contracts for provision of service by any other governmental agency.

(c) Living Wage Requirements. Service contractors subject to this Ordinance shall pay their employees a wage of no less than eight dollars (\$8.00) per hour, if health benefits are paid to the employees, or nine dollars and twenty-five cents (\$9.25) per hour if no such health benefits are paid.

The hourly rates contained in this section shall be upwardly adjusted each July 1 to reflect the change in the Bay Area Consumer Price Index for the twelve-month period preceding April 1. Prior to June 15<sup>th</sup> of each year, the individual assigned to administer this ordinance shall calculate, circulate to all "Service Contractors" and post the hourly rate in effect for the next fiscal year.

**The Current 2020 rates:**

Required Wage per hour, with health benefits	\$ 13.83	
Required Wage per hour, without health benefits	\$ 15.99	Medical Benefits
	\$ 2.16	

(d) Compensated and Uncompensated Days Off. Service Contractors subject to the provisions of this Ordinance shall provide a minimum of twelve (12) compensated days off per year and an additional minimum of five (5) uncompensated days off per year for sick leave, vacation or personal necessity at the employee's request. Full time employees shall accrue compensated days off at the rate of one day per month. Part time employees shall accrue such days at a rate proportional to full time employees.

SECTION 2-14.030 NOTIFYING EMPLOYEES OF THEIR POTENTIAL RIGHT TO THE FEDERAL EARNED INCOME CREDIT.

Any contractor who executes a Service Contract with the City shall inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Credit ("EIC") under § 32 of the Internal Revenue Code of 1954, 26 U.S.C. § 32, and shall make available to employees information about the EIC and forms required to secure advance EIC payments.

SECTION 2-14.040 ENFORCEMENT

(a) Private Right of Action. An employee claiming violation of this Ordinance shall have the right to file an action against an employer in the appropriate court, within one year after discovery of the alleged violation. The court may award any employee who files suit pursuant to this provision, as to the relevant period of time, the following:

- (i) For failure to pay the minimum wage required by this Ordinance the difference between the minimum wage required herein and the amount actually paid to the employee.
- (ii) For failure to pay medical benefits, the difference between the minimum wage required by this Ordinance with benefits and the amount actually paid to the employee.
- (iii) For retaliation for exercise of any rights provided for under this Ordinance, reinstatement, back pay, and/or any other relief that a court may deem appropriate.
- (iv) The court shall award reasonable attorney's fees and costs to an employee who prevails in any such private action.

(b) Service Contract Requirements. Each Service Contract, to whom these regulations apply, shall provide that violation of this Ordinance shall enable any aggrieved employee to file an action against the Service Contractor for damage. In addition, such Service Contract shall also indicate that the City has the discretion to terminate the Service Contract and pursue any other legal remedies available to the City if the Service Contractor fails to comply with this Ordinance.

(d) Retaliation Prohibited. Service Contracts shall expressly prohibit a service contractor from any retaliation against an employee who alleges non-compliance with this Ordinance. Any such employee may report such alleged retaliation to the Purchasing Manager or to the Finance Director, who shall investigate such claim and report the results to the City Manager.

(e) City Enforcement. The City may, in its sole discretion, investigate and address any alleged violation of this Ordinance's requirements. However, the City's failure to investigate an alleged violation or otherwise enforce any of the provisions of this Ordinance shall not create any right of action or right to recover damages from the City by any person, including but not limited to an aggrieved employee.

(f) Violation Chargeable as an Infraction. In addition to the payment of damages, any person violating the requirement of this Ordinance shall be guilty of an infraction and shall be subject to the payment of a fine, not to exceed the limits set forth in Government Code section 36900. However, violation of this Ordinance shall not be prosecuted as a misdemeanor, notwithstanding any other provision of the Hayward Municipal Code.

SECTION 2-14.050 ADMINISTRATION

(a) Compliance. The City Manager is authorized to develop and implement administrative policies, which carry out the intent of this Ordinance. The City Manager shall also have the discretion to monitor compliance, which may include, but is not limited to, the periodic review of appropriate records maintained by service contractors to verify compliance, and investigation of claimed violations.

(b) Report to City Council. Following the first year after this Ordinance takes effect, the City Manager shall submit a report to the City Council specifically addressing the following matters:

- (i) The extent to which the benefits required by this Ordinance are accruing to Hayward residents,
- (ii) The extent to which service contractors are complying with this Ordinance,
- (iii) The manner in which this Ordinance is affecting the workforce composition of service contractors,
- (iv) The manner in which this Ordinance is affecting productivity and service quality of service contractors, and
- (v) The manner in which the additional labor costs required by this Ordinance have been distributed among employers, employees and the City.

The aforementioned report shall be submitted to the City Council by October 1, 2000, and subsequent reports shall be submitted as frequently as the City Council deems appropriate.

SECTION 2-14.060 COEXISTENCE WITH OTHER AVAILABLE RELIEF FOR SPECIFIC DEPRIVATIONS OF PROTECTED RIGHTS.

This Ordinance shall not be construed to limit an employee's right to bring legal action for violation of other minimum compensation laws.

SECTION 2-14.061 APPLICATION TO CITY OF HAYWARD EMPLOYEES.

The provisions of this Ordinance shall apply to employees of the City of Hayward.

SECTION 2-14.070 SUPERSESSION BY COLLECTIVE BARGAINING AGREEMENT.

The provisions of this Ordinance shall not be superseded by any collective bargaining agreement unless the parties to the collective bargaining agreement specifically agree the supersession to.

SECTION 2-13.080 SEVERABILITY. If any provision of this Article is declared legally invalid by a final judgment rendered a court of competent jurisdiction, the provision declared invalid shall be deemed to be severable to the extent that the remaining provisions of this Ordinance can be enforced in a manner which substantially carries out the objectives of this Ordinance.

**SECTION 3. EFFECTIVE DATE.** In accordance with section 720 of the Hayward City Charter,

this ordinance shall take effect thirty days after its adoption.

INTRODUCED at a regular meeting of the City Council of the City of Hayward, held the 6th day of April 1999, by Council Member Ward.

ADOPTED at a regular meeting of the City Council of the City of Hayward held the 13th day of April 1999, by the following votes of members of said City Council.

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Mayor of the City of Hayward

DATE:

ATTEST:

City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward

ADOPTED at a regular meeting of the City Council of the City of Hayward held the 13th day of April, 1999, by the following votes of members of said City Council.

AYES: COUNCIL MEMBERS: Jimenez, Hilson, Rodriguez, Ward, Dowling, Henson  
MAYOR: Cooper

NOES: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

APPROVED:

Roberta Cooper  
Mayor of the City of Hayward

DATE: July 3, 1999

ATTEST: Audelia Papp  
City Clerk of the City of Hayward

APPROVED AS TO FORM:

M. O. Zoh  
City Attorney of the City of Hayward



**\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\***

ORDINANCE NO. 99-03  
**THE HAYWARD LIVING WAGE-COMPLIANCE FORM**

_____	_____
Print/Type Company Name	Print/Type Official Name and Title
_____	_____
Company Address	Signature of Company Official
_____	_____
City/State/Zip Code	Date

**Please mark as appropriate in the spaces provided.**

Will Comply: \_\_\_\_\_

Will NOT Comply: \_\_\_\_\_

Exempt: \_\_\_\_\_ (Please explain in comments section)

Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Required Wage per hour, with health benefits	\$ 15.55
Required Wage per hour, without health benefits	\$ 17.98
Medical Benefits	\$ 2.43



**AFFIRMATION ON NON-INVOLVEMENT**  
**IN DEVELOPMENT OF PRODUCTION OF NUCLEAR WEAPONS**

-  
The undersigned hereby certifies:

That it understands that City of Hayward Ordinance No.87024 C.S. prohibits award of contract to, or purchase of goods or services from, "any person which is knowingly or intentionally engaged in the development or production of nuclear weapons."

That it understands the ordinance defines "Nuclear Weapon" as "any device the intended explosion of which results from the energy released by fission or fusion reactions involving atomic nuclei."

That it understands the ordinance defines "Person" as "any person, private corporation, institution or other entity..."

As the owner or company official of the firm identified below, I affirm that this company is not knowingly or intentionally engaged in such development or production.

\_\_\_\_\_  
Print/Type Company Name

\_\_\_\_\_  
Print/Type Official Name & Title

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Date

**CITY OF HAYWARD  
GENERAL PROVISIONS FOR PURCHASES  
OF WORK AND SERVICES**

If these general provisions are incorporated by reference into a Purchase Order for work and/or services, all references to "Bidder" or "Successful Bidder" shall be construed to mean the Seller from whom work and services are purchased by the City. The work and services described in the accompanying Request for Quotation or Purchase Order hereinafter shall be designated as "The Work".

**1.00 Legal Relations and Responsibilities**

**1.01 Laws to be Observed:** The Bidder shall keep itself fully informed of all existing and future State and Federal laws, including O.S.H.A. standards, and all municipal ordinances and regulations of the City of Hayward which in any manner affect those engaged or employed in The Work or the materials used in The Work, or which in any way affect the conduct of The Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

**1.02 Labor Discriminations:** No discrimination shall be made in employment of persons upon The Work because of the race, color or religion of such persons, and any Successful Bidder which violates this Section is subject to all the penalties imposed for a violations of Chapter 1, Part 7, Division 2, of the Labor Code of the State of California in accordance with the provisions of Section 1735 thereof.

**1.03 Prevailing Wage:** The Successful Bidder hereby stipulates that Sections 1771 and 1777.5 of the Labor Code of the State of California shall be complied with and shall forfeit as a penalty to the City of Hayward not more than fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the general prevailing rates of per diem wages as determined by the Department of Industrial Relations for such work or craft in which such worker is employed on The Work in violation of the Labor Code of the State of California, in particular the provisions of Sections 1770 to 1780, Inclusive, thereof.

Copies of the general prevailing wage rates are on file in the office of the City Engineer and are available to any interested parties on request.

**1.03.1 Certified Payroll Records:** Bidder shall maintain certified payroll records as required by Section 1776 of the Labor Code. Copies of certified payroll records shall be provided to the City of Hayward within ten (10) days of written request by the City. Failure to provide copies of certified payroll within the time prescribed by statute shall result in imposition of monetary penalties or withholding of progress payments due under the contract.

**1.04 Permits and Licenses:** Any person doing business in the City of Hayward is required by Chapter 8, Section 1 of

the Municipal code to pay a business license tax. The successful bidder shall have or procure a business license and, prior to initiation of work, show evidence thereof to the Revenue Department. The successful bidder shall, in addition, procure all permits, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of The Work.

**1.05 Encroachment Permit:** The Successful Bidder shall obtain and/or comply with any encroachment permits as set forth in the order.

**1.06 Patents:** The Successful Bidder shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in The Work.

**1.07 Public Convenience and Safety:** Attention is directed to all applicable Sections of Chapter 7, Article 2, STREETS, "Disturbance of Streets," of the City of Hayward Municipal Code.

Traffic control procedures stated herein and traffic control standard plans shall be the MINIMUM accepted in the City of Hayward. Any variations shall be approved by the Engineer prior to use. In no way shall compliance with these specifications and standards relieve the Successful Bidder of any liability for claims or damages arising from his work.

All streets within the project limits shall remain open to traffic at all times during the construction period. Between the hours of 5:00 PM and 8:00 AM, all lanes remain open to traffic.

Adequate traffic warning and control devices shall be provided and maintained by the Successful Bidder during the construction period in accordance with the "State of California Manual of Warning Signs, Lights and Devices for Use In Performance of Work upon Highways" dated 1973. When inadequate traffic warning and control devices have been installed, the City shall provide whatever facilities are deemed necessary and will charge the Successful Bidder for the costs thereof as provided in Section 7, Article 2 of the Hayward Municipal Code.

Traffic control signs, (regulatory, warning or construction type) conforming to the State of California Standards, and any special-legend signs required, except "NO PARKING" signs, shall be furnished by the Successful Bidder as directed by the Engineer.

The Successful Bidder shall install and maintain all signs.

Any obstructions which will remain in the roadway after darkness MUST BE adequately outlined with barricades with flashers or delineators along with other warning



devices. All barricades and delineators shall conform to State of California Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways.

Safe and convenient pedestrian access shall be provided at all times.

Flagmen are mandatory at locations where equipment is intermittently blocking a traffic lane or where only one lane is available for two-direction traffic. One flagman is required for each direction of traffic affected where only one lane is available for over 100 feet or when required by the Engineer. When less than 20 feet of street width is available for traffic, a flagman will be required. Flagman shall wear distinctive clothing, such as a RED jacket.

All work specified herein shall be considered to be at the Successful Bidder's expense.

**1.08 Responsibility for Damage:** The Successful Bidder shall take all responsibility for the Work, shall bear all losses and damages directly or indirectly resulting to the Bidder, to any subcontractor, to the City, to City employees, or to parties designated in any purchase order provision, on account of the performance or character of The Work, unforeseen difficulties, accidents, occurrences or other causes predicted on active or passive negligence of the City, or of parties designated in any purchase order provisions. Said Bidder shall assume the defense of and shall indemnify and hold harmless the City, its officers, officials, directors, employees and agents from and against any or all loss, liability, expense, claim, costs, suits and damages of every kind, nature and description directly or indirectly arising from the performance of The Work.

Approval of the insurance contract does not relieve the Successful Bidder or subcontractors from liability under this clause.

**1.09 Responsibility for Work:** Except as provided above, until the formal acceptance of The Work by the City, the Successful Bidder shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of The Work. The Successful Bidder shall rebuild, repair, and restore, and make good all injuries or damages to any portion of The Work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or of the public enemy.

**1.10 No Personal Liability:** Neither the City Council, officers, employees or agents of the City of Hayward, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising from or in connection with The Work.

**1.11 Responsibility of City:** The City of Hayward shall not be held responsible for the care or protection of any material or parts of The Work prior to final acceptance, except as expressly provided for in these specifications.

**1.12 Successful Bidder Not an Agent of the City of Hayward:** The right of general supervision of the City of Hayward shall not make the Successful Bidder an agent of the City; and the liability of the Successful Bidder for all damages to persons or to public or private property arising from the Successful Bidder's execution of The Work shall not be lessened because of such general supervision.

**1.13 Inspection and Payments Constitute No Waiver of Order Provisions:** Neither the Inspection by the City Engineer nor by an inspector or other City representative, nor any payment of money, nor acceptance of any part or whole of The Work by the City of Hayward or its agents shall operate as a waiver of any provision of the order.

**1.14 Insurance Requirements:** Successful Bidder shall promptly obtain, at the Bidder's own expense, all the insurance required by this section and shall submit a completed copy of Coverage Verification signed by the Successful Bidder's agent or broker to the City's Purchasing Division for review and approval by the City. Insurance requirements must be met prior to issuance of purchase order. It is highly recommended that Bidders confer with their insurance carrier or broker to determine in advance of bid submission the availability of insurance coverage and endorsements as prescribed and provided herein. If an apparent successful bidder fails to comply with the insurance requirements, that Bidder may be disqualified.

(1) The Successful Bidder shall take out and maintain during the life of the purchase order statutorily sufficient Workers' Compensation and Employer's Liability Insurance for all of the Bidder's employees to be engaged on The Work. Should any work be sublet, the Successful Bidder shall require the subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance, all in strict compliance with State laws and to fully protect the City from any and all claims arising out of occurrences on The Work.

(2) The Successful Bidder shall take out and maintain in the name of the Successful Bidder and the City as a Named Insured during the life of the purchase order, such Public Liability Insurance as shall protect itself, the City, its officials, officers, directors, employees and agents from claims which may arise from operations under the purchase order, whether such operations be the Bidder, by the City, its officials, officers, directors, employees and agents, any subcontractors, or by anyone directly or indirectly employed by either of them. This Liability Insurance shall include, but shall not be limited to, protection against claims arising from

bodily and personal injury and damage to property, resulting from the Successful Bidder's, City's or subcontractor's operations, use of owned or non-owned automobiles, products, and completed operations. The amounts of insurance shall not be less than the following:

Single Limits Coverage Applying to Bodily and Personal Injury Liability and Property Damage: \$1,000,000.

If Commercial General Liability Insurance or other form with a General Aggregate Limit is used, either the General Aggregate Limit shall apply separately to the project/location or the General Aggregate Limit shall be twice the required occurrence limit.

The following endorsements must be attached to the policy:

(a) If the Insurance policy covers on an "accident" basis, it must be changed to "occurrence".

(b) The policy must contain a Cross Liability or Severability of Interest Clause.

(c) The policy must cover complete Contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property MUST BE ELIMINATED from the basic policy endorsements.

(d) Broad Form property damage liability must be afforded. Permission is granted for deductible which shall not exceed \$10,000 without special approval of the City.

(e) Any failure to comply with reporting or other provisions of the policies including brochures of warranties shall not affect coverage provided to the City, its Officials, Officers, Directors, Employees, or Agents.

(f) An endorsement shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance effected by the City will be called upon to contribute to a loss under this coverage.

(g) Cancellation, non-renewal or reduction in limits shall be sent to the City with at least 10 days prior written notice, by certified mail, return receipt requested.

(h) Insurance is to be placed with California Admitted Insurers with an A.M. Best's Rating of no less than A:XI.

Successful Bidder shall not commence work until such insurance has been approved by the City. The Successful Bidder shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. Such insurance shall remain in full force and effect at all times during the prosecution of The Work and until the final completion and acceptance thereof.

1.15 Disposal of Material Outside the Public Right of Way: The Successful Bidder shall make his own arrangements for disposing of materials outside the public right of way, and he shall pay all costs involved.

1.16 Preservation of Property: Attention is directed to Section 1.08, "Responsibility for Damage." Due care shall be exercised to avoid injury to existing improvements or facilities, adjacent property and real or personal property that is not to be removed.

1.17 Cooperation: Should work be performed by other firms, within or adjacent to The Work specified, or should work of any other nature be underway by other forces within or adjacent to said limits, the Successful Bidder shall cooperate with all such other firms or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

When two or more firms are employed on related or adjacent work, each shall conduct his operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each firm shall be responsible to the other for all damage to work, to persons or property caused to the other by his operations and for loss caused the other due to his unnecessary delays or failure to finish The Work within the time specified for completion.

1.18 Assignment: The performance of The Work may not be assigned except upon the written consent of the Purchasing Agent. Consent will not be given to any proposed assignment which would relieve the Successful Bidder or its surety of their responsibilities under the order. The Successful Bidder may assign monies due or to become due it under the order and such assignment will be recognized by the City, if given proper notice thereof, to the extent permitted by law. That any assignment of money shall be subject to all proper set-offs in favor of the City, and to all deductions provided for in the order, and particularly all money withheld, whether or not assigned, shall be subject to being used by the City for the completion of The Work, in event that the Successful Bidder should be in default therein.

1.19 Time of Completion: The Successful Bidder shall complete all or any designated portion of The Work in all parts and requirements within the time set forth in the order.

1.20 Care and Protection: The Successful Bidder shall be entirely responsible for any damage to the City's or adjacent property due to hauling materials or other causes attributable to the conduct of his work, and all such damage will be repaired by the Successful Bidder when and as directed by the City's representative, and as required to

place the property in as good condition as before the commencement of The Work.

1.21 Nondiscriminatory Employment Practices: In the performance of this contract the contractor or subcontractor agrees as follows:

(1) **AFFIRMATIVE ACTION - GENERAL**

The contractor or subcontractor shall not discriminate against any applicant for employment or employee on the grounds of race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. The contractor or subcontractor will take affirmative action to ensure that its recruitment, selection, and evaluation practices do not discriminate against any applicant for employment or employee. The contractor or subcontractor shall also ensure that its personnel policies, practices and procedures, including, but not limited to, the transfer, promotion, demotion, suspension, layoff, or termination, rates of pay and other form of compensation, and the selection for training programs, apprenticeship, and on-the-job training do not discriminate against any employee. The contractor or subcontractor shall post in conspicuous places that are accessible to applicants for employment and employees notices setting forth this Nondiscriminatory Employment Practices Provision.

(2) **RECRUITMENT**

(a) Non-union employees. Advertising placed with any media shall include the notation, "An Equal Opportunity Employer." Advertisements shall be placed with media having large circulation among minority groups or at school placement centers having large minority student enrollments. The contractor or subcontractor will send to each source of employee referrals, other than labor unions or workers' representatives, a notice in such form and content as shall be furnished or approved by the City, advertising said source of employee referrals of its commitments under Chapter 2, Article 7, of the Hayward Municipal Code, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

Recruitment of non-union employees shall, to the maximum extent possible, utilize the services of minority organizations likely to be referral sources for minority group employees.

(b) Union employees. Union employees shall be recruited in accordance with applicable labor agreements. The contractor or subcontractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, in such form and content as shall be furnished or approved by the City, advising said labor union or workers' representatives of its commitments under Chapter 2, Article 7, of the Hayward Municipal Code, and

shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to seek the inclusion in all union agreements to which it is a party, clauses prohibiting discrimination based upon race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. To the maximum extent consistent with applicable labor agreements, the contractor or subcontractor will attempt to recruit applicants without regard to race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability.

(3) **EQUAL EMPLOYMENT OPPORTUNITY OFFICER**

The contractor or subcontractor shall designate one of its management employees as its Equal Employment Opportunity Officer and assign such officer the responsibility and authority to administer and promote an active program to put the contractor's or subcontractor's nondiscriminatory employment practices commitment into practice.

(4) **ACCESS TO RECORDS**

The contractor or subcontractor shall permit access during normal business hours to its records of employment, employment advertisements, completed application forms, and other pertinent data and records when requested to do so by the City Manager or any representative of the Fair Employment Practices Commission of the State of California.

(5) **COMPLIANCE REVIEW PROCEDURES**

(a) The contractor or subcontractor shall, upon request of the City Manager, submit its official payroll records together with a monthly cumulative summary of all employee hours worked in performance of its contract with or on behalf of the City identified as to minority status.

(b) The contractor or subcontractor shall submit to a formal, thorough review of its records, books, reports, and accounts concerning its employment practices for the purpose of determining whether they are nondiscriminatory. This review will be performed at intervals during the performance of the contract as may be specified by the City Manager.

Each review shall be followed within 30 days by either a written notice to the contractor or subcontractor that it is in apparent compliance with the Nondiscriminatory Employment Practices Provision of its contract or by a citation of apparent deficiency, summary of findings, and a statement of remedial commitment for signature by the contractor. If the contractor or subcontractor fails to meet the commitments it has made in executing such statement, the City Manager shall issue a notice of intent to initiate an action against the contractor or subcontractor with the Fair Employment Practices Commission for willful violation of the Nondiscriminatory Employment Practices Provision and the

California Fair Employment Practices Act in not less than 30 days or such notice of intent.

#### (6) VIOLATIONS

The City Manager shall deem a finding of willful violation of the Nondiscrimination Employment Practices Provision and the California Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the contractor or subcontractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426, which has become final, or obtained relief under Labor Code Sections 1429 and 1429.1, or an appropriate federal commission or agency, or a court of the State of California, or if the United States Government finds, in any action or proceeding to which the contractor or subcontractor is a party, that it discriminated against employees or applicants for employment in the performance of this contract. Upon receipt of such notice or final judgment, the City Manager shall notify the contractor or subcontractor that unless it demonstrates to the satisfaction of the City Council within a stated reasonable period that the violation has been corrected, said contractor or subcontractor shall be subject to the remedies hereinafter provided.

#### (7) REMEDIES FOR WILLFUL VIOLATION

The contractor or subcontractor agrees that a finding of willful violation of the California State Fair Employment Practices Act or of this Nondiscriminatory Employment Practices Provision shall be regarded by the City Council as a basis for determining whether or not it is a responsible bidder as to future contracts for which such contractor or subcontractor may submit bids. The contractor or subcontractor further agrees that such disqualification by said City Council shall remain in effect for one year or until it demonstrates to the satisfaction of the City Manager that its employment practices are in conformity with the nondiscrimination provisions of the article.

The contractor or subcontractor further agrees that the contractor or subcontractor shall, as a penalty to the City of Hayward, forfeit for each calendar day or portion thereof an amount not to exceed \$250 or 1 percent of the total contract amount, whichever is greater. Such penalty may be deducted from any sums due to the contractor or subcontractor or recovered by the City through maintenance of an action in any court of competent jurisdiction.

Prior to making any determination with respect to reinstatement of a contractor or subcontractor as a responsible bidder, the City Council may refer the matter to the Human Relations Commission of the City of Hayward for a report and recommendation. The contractor or subcontractor agrees to cooperate to the fullest extent with said Human Relations commission in its exercise of the authority here conferred, including, but not limited to,

promptly furnishing reports requested by the commission's review of matters relating to such reinstatement.

1.22 Acceptance and/or Rejection of Bids: The City reserves the right to reject any or all bids, or to accept separate items in a bid. In addition the City reserves the right to cancel a Request for Bids or an award at any time.

1.23 Waiving Minor Irregularities: The City may waive any minor irregularities in a bid or in the bidding process and make award accordingly.

1.24 Nuclear Affirmation Requirements: A purchase order has no force or effect until the person to which it is issued has on file with the City or executes and returns to the City of Hayward's Purchasing Manager an Affirmation Of Non-Involvement In Development Or Production Of Nuclear Weapons. City of Hayward Ordinance 87-024 C.S. defines "nuclear weapons" as "any device the intended explosion of which results from the energy released by fission or fusion reactions involving atomic nuclei." The ordinance defines "person" as "any person, private corporation, institution or other entity."

1.25 Hazardous Material Requirements: The contractor shall comply with all government laws, rules and regulations concerning the use of hazardous materials and the disposal of hazardous wastes at the job site, including but not limited to the following:

(1) The contractor shall not bring hazardous materials onto the job site or deliver hazardous materials without providing the City, in advance, the Material Safety Data Sheets for each hazardous material introduced. Where applicable, materials must be labeled in accordance with Section 5194, Title 8, of the California Administrative Code. The contractor is required to include a Material Safety Data Sheet prepared in accordance with Section 5194 (g) with each shipment of all such materials to the City. No hazardous material will be introduced onto the job site until the City gives written approval for each hazardous material.

(2) All hazardous material shall be stored and used in a safe manner and shall not be stored or used in any vehicular or pedestrian traffic lanes.

(3) Any hazardous products, waste or empty containers used or generated shall not be poured down any drain or sewer nor disposed of in any trash container or dumpster.

(4) The contractor will be considered to be the hazardous waste generator and will be responsible for the legal transport and disposal of all hazardous waste. No containers or trash will be left in any building or on any job site.

(5) The contractor shall not disturb or damage any existing pipe lagging or equipment insulation or other asbestos material on the job site. If any asbestos material is disturbed or damaged, the contractor shall immediately notify the City and the situation will be considered an "asbestos release" under State and Federal Regulations. The job will be shut down immediately until all appropriate State and Federal notifications have been complete and all testing completed to determine if any asbestos fibers have been released.

(6) Violation of any of the above procedures shall be sufficient cause for the City to stop all work. Any expense incurred by the City caused by the work stoppage will be borne by the contractor. These expenses will include all costs to return the job site and all other areas contaminated by the contractor to a hazard-free condition.

(7) The contractor will be solely responsible for all the costs, including fines and penalties, for the investigation and cleanups of any suspected hazardous materials the contractor used, left on the job site, or dumped down a City drain or sewer, and any damage to property and/or injury to any person.

1.26 Recycled Materials: It is the policy of the City of Hayward to encourage the use of recycled materials, reusable products, and products designed to be recycled. Contractors and suppliers shall use or provide such materials or products to the maximum extent practicable and allowable within the specifications prepared by the City, provided however, that the performance or operational effectiveness of the product or material is not detrimentally effected nor the health and safety of the citizens or employees of the City of Hayward negatively impacted by the use of such products or materials.

(REV. 01/31/13)



**ADMINISTRATIVE RULE  
A.R. NUMBER 7.2 Revised**

**SUBJECT: INTEGRATED PEST MANAGEMENT**

**I. PURPOSE**

This policy sets forth the guiding principles for development and implementation of Integrated Pest Management (IPM) practices on all City properties.

**II. APPLICATION**

- A. Reduce or minimize pesticide use on City properties to ensure the City maintains compliance with National Pollutant Discharge Elimination System (NPDES) permit requirements.
- B. Reduce the use of broad-spectrum pesticides when feasible.
- C. Create awareness among City staff of less-toxic pest management techniques.
- D. Educate all City departments to practice the most appropriate approach to managing pests on City properties, including prevention.
- E. Reduce the adverse impacts to water quality (both in local creeks and the San Francisco Bay) due to pesticide usage, particularly from copper-based, organophosphate, pyrethroid, carbaryl, and fipronil pesticides.
- F. Establish IPM for Contract Services.

**III. ORGANIZATIONS AFFECTED**

- A. Maintenance Services
- B. Development Services
- C. Facilities Management
- D. Public Works
- E. Purchasing
- F. Contract Services

**IV. POLICY**

It is the policy of the City of Hayward to:

- A. Comply with Federal requirements for local government to develop and implement an Integrated Pest Management policy or procedure to address urban stream impairment by pesticides, per Provision C.9 of the National Pollutant Discharge Elimination System

(NPDES) permit, Order No. R2-2009-0074, from the California Regional Water Quality Control Board, as updated 10/14/09.

- B. Adopt and implement a policy requiring the minimization of pesticide use and the use of Integrated Pest Management techniques in the co-permittee's operations, as required by co-permittees of the Alameda Countywide Clean Water Program.

This policy shall not be construed as requiring the City of Hayward, a department, purchaser or contractor to take any action that conflicts with local, state or federal requirements.

## V. DEFINITIONS

- A. *Biological control* - The use of biological technologies to manage unwanted pests. Examples of this type of control include, but are not limited to, the use of pheromone traps or beneficial insect release for control of certain types of weeds or invasive insects in landscapes.
- B. *Cultural control* - The use of IPM control methods such as grazing, re-vegetation, disking, mulching, proper irrigation, seeding, and landscaping with competitive or tolerant species to manage unwanted weeds, rodents or plant diseases, plus good housekeeping.
- C. *DPR* - Department of Pesticide Regulations for the State of California's Environmental Protection Agency. DPR, in partnership with the Federal Environmental Protection Agency (EPA) and the County Department of Agriculture, oversees all issues regarding the registration, licensing and enforcement of laws and regulations pertaining to pesticides.
- D. *Integrated Pest Management (IPM)* - IPM is the strategic approach that focuses on long-term prevention of pests and their damage from reaching unacceptable levels by selecting and applying the most appropriate combination of available pest control methods. These include cultural, mechanical, biological and chemical technologies that are implemented for a given site and pest situation in ways that minimize economic, health and environmental risks.
- E. *Mechanical controls* - The use of IPM control methods utilizing hand labor or equipment such as mowers, graders, weed-eaters, and chainsaws. Crack and crevice sealants and closing small entryways (i.e., around pipes and conduits) into buildings for insect and rodent management are also mechanical controls.
- F. *PCA* - Pest Control Advisor is one licensed by the California Department of Pesticide Regulations according to Title 3, Article 5 of the California Code of Regulations. A licensed PCA, who is registered with the County Agricultural Commissioner, provides written pest control recommendations for agricultural pest management, including parks, cemeteries, and rights-of-way.
- G. *Pesticides* - Defined in Section 12753 of the California Food and Agricultural Code as any spray adjuvant, or any substance, or mixture of substances intended to be used for defoliating plants, regulating plant growth, or for preventing, destroying, repelling, or mitigating any pest, as defined in Section 12754.5 (of the Food and Agricultural Code), which may infest or be detrimental to vegetation, man, animals or households, or be present in any agricultural or nonagricultural environment whatsoever. The term pesticide applies to herbicides, insecticides, fungicides, rodenticides and other substances used to control pests. Antimicrobial agents are not included in this definition of pesticides.

- H. *QAL* - Qualified Applicator License is a licensed applicator according to Title 3, Article 3 of the California Code of Regulations. This license allows supervision of applications that may include residential, industrial, institutional, landscape, or rights-of-way sites.
- I. *QAC* - Qualified Applicator Certificate is a certified applicator of pesticides according to Title 3, Article 3 of the California Code of Regulations. This certificate allows supervision of applications that may include residential, industrial, landscape, or rights-of-way sites.
- J. *Structural Pest Control Operator (SPCO- Branch I, II or III)* - A licensed applicator for controlling pests that invade buildings and homes according to the requirements of the Structural Pest Control Board of the California Department of Consumer Affairs.

## VI. RESPONSIBILITY

- A. Maintenance Services Department; or its designees, will coordinate implementation of this policy.
- B. Training
  - 1. City employees involved with pesticide applications as a normal part of their job duties and pest management contractors hired by the City will be trained as required by State of California Department of Pesticide Regulations rules, the County Agricultural Commissioner, and/or the Structural Pest Control Board and the City's NPDES permit.
  - 2. City staff responsible for pest management on City property will provide annual training to all employees who apply pesticides as a normal part of their job duties on:
    - Pesticide Safety;
    - The City's IPM policy; and
    - Appropriate Best Management Practices and Integrated Pest Management Technologies supported by the Alameda Countywide Clean Water Program.
  - 3. Pest Control Advisors and Applicators, pest management contractors, and other "contract for service providers" serving City-owned properties will be licensed by the State of California Department of Pesticide Regulations (DPR) as a Pest Control Advisor or licensed Qualified Applicator.
- C. Public Education and Outreach

The Water Pollution Source Control Program, in participation with the Alameda Countywide Clean Water Program, will continue with its existing program to encourage people who live, work, and/or attend school in Hayward to:

- i. Obtain information on IPM techniques to control pests and minimize pesticide use;
- ii. Use IPM technologies for dealing with pest problems;
- iii. Perform pesticide applications according to the manufacturer's instructions as detailed on the product label, and in accordance with all applicable state and local laws and regulations set forth to protect the environment, the public, and the applicator; and properly dispose of unused pesticides and their containers.



## D. Program Evaluation

1. Maintenance Services Department; or its designees, will periodically evaluate the success of this policy implementation by providing a report to other departments affected by the policy. This report will relate progress in meeting the objectives of this policy, and note barriers encountered, recommendations for resolution, cost analysis, and a description of assistance needed to continuously improve staff's ability to meet the policy objectives.

## E. Reporting Requirements

The information outlined below is reported as a part of the City's NPDES Stormwater Permit Annual Report compiled by the Water Pollution Source Control Program. Each City department, pest management contractor, and/or other appropriately licensed contractors employed by the City to provide City services that involve pesticide application on City-owned properties will submit by July 15th to the Water Pollution Source Control Program:

1. Annual Storage/Inventory Report - due July 15 of each fiscal year. City staff will report on inventory stored on City-owned properties. Completed form should list:
  - Product name <sup>4</sup>
  - Pesticide type (i.e. Pyrethroid, Carbamate, organophosphate, etc.)
  - Quantity on hand (as of June 30)
  - Pesticides that are no longer legal or appropriate for applications per Federal, State, County, or City requirements.
2. Annual Pesticide Use Summary Report – due July 15 of each fiscal year; required of all City staff and contractors. Completed reports for each service site should list:
  - Manufacturer and product name.
  - Pesticide type (i.e. Pyrethroid, Carbamate, organophosphate, etc.)
  - The total quantity of each pesticide used during the prior fiscal year (from July 1st through June 30th) in order to provide an accounting of pesticide use at City-owned properties. Annual Storage /Inventory Report and Annual Pesticide Use Summary Report Forms may be obtained by contacting the Water Pollution Source Control Program.

## VI. PROCEDURE

### A. Pesticide Prevention

1 The City of Hayward will institute practices that reduce pesticides and result in the purchase of fewer pesticides whenever practicable and cost-effective, but without reducing safety or workplace quality.

2 The City of Hayward will instruct all employees to implement Good Housekeeping Practices in their workstations, vehicles, break rooms, etc., to prevent the conditions that provide a food source and habitat which attract unwanted pests.

### B. Pest Control and Management

1. The City of Hayward, including all departments and staff herein, and contractors or individuals (QAL, QAC, SPCO) providing pest control services on City property (Applicators) will follow the City's Integrated Pest Management policy and utilize generally accepted Best Management Practices (BMPs) to the maximum extent practicable for the control or management of pests in and around City

buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.

2. Applicators will use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health.

3. Applicators must implement the options or alternatives listed below in the following order, before recommending the use of or applying any pesticide on City property:

No controls (e.g., tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds);

Other chemical controls.

Physical or mechanical controls (e.g., hand labor, mowing, exclusion);

Cultural controls (e.g., mulching, disking, alternative vegetation), good housekeeping (e.g. cleaning desk area);

Biological controls (e.g., natural enemies or predators);

Reduced-risk chemical controls (e.g., soaps or oils);

### C. Pesticide Application

1 Only City of Hayward employees or appropriate licensed contractors employed by the City who are authorized and trained in pesticide application (i.e., hold PCA, QAL, QAC, or Structural Branch Operator I, II, or III certifications/licenses or individuals working under the supervision of one of the aforementioned certificate/license holders) may apply pesticides to or within City property.

2 City of Hayward employees are not to apply privately purchased pesticides. If there are no less-toxic products on hand, employees shall contact Maintenance Services Department to be given approved less-toxic pesticides (i.e. Orange Guard, insecticidal soap).

3 When recommending pesticides for use or applying pesticides, Applicators will select and apply IPM methods that will have the least impact on water quality, human health and the environment, yet are still effective.

4 Notification: Employees will be notified prior to pesticide application, particularly when pesticide application occurs within a building.

5 New contracts that are entered into with pest management contractors and other appropriately licensed contractors employed to provide services that involve pesticide application at City properties after October 1, 2011 shall include requirements that the contractors follow the requirements of the City's IPM policy and implement the most current IPM technologies and Best Management Practices.

6 Scouting and monitoring for pests to determine pesticide application needs and using spot treatments rather than area-wide applications.

7 As a result of this policy, the Maintenance Services Department, or its designees, will continue to monitor all pesticide application needs throughout the

City of Hayward. The goal is to minimize pesticide usage by mulching, using alternative pest control approaches, and applying pesticides correctly, an ongoing training in this field. For example, the City has recently changed its pre-emergent application from Pendulum Aqua Cap to Dimension 2EW in efforts to prevent vegetation from building up a tolerance, thus enhancing effectiveness.

D. Restricted Chemicals

1 City of Hayward employees and/or contractors employed by the City who are trained to recommend or apply pesticides will not use or promote the use of:

Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA);

Organophosphate pesticides (e.g., those containing Diazinon and chlorpyrifos);

Copper-based pesticides unless: 1 Their use is judicious; 2 Other approaches and techniques have been considered;

and

Adverse water-quality impacts are minimized to the maximum extent practicable.

2 Applicators will always avoid applications of pesticides that directly contact water, unless the pesticide is registered under Federal and California law for aquatic use.

3 Pesticides that are not approved for aquatic use will not be applied to areas immediately adjacent to water bodies where through drift, drainage, or erosion, there is a reasonable possibility of a pesticide being transported into surface water.

4 Discharges of pollutants from the use of aquatic pesticides to the waters of the United States require coverage under a NPDES permit. Those City employees or appropriately licensed contractors employed by the City who apply pesticides directly to waters of the United States will obtain a NPDES permit from the California State Water Quality Resources Control Board Region 2, prior to making any pesticide applications.

E. Posting of Pesticide Use

1 For vehicles used primarily by City staff, signs will be posted on the vehicles. Signs will contain the:

Trade name and active ingredient of the pesticide product;

Target pest;

Date of posting;

Signal word indicating the toxicity category of the pesticide product; and

Name and contact number for the department responsible for the application.

2 Signs will have a standard design that is easily recognizable by the public and workers.

F. Best Management Practices (BMPs)

- 1 This section includes BMPs and control measures to protect water quality during the use of pesticides, when it is determined through an IPM process that pesticides must be used.

Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of pesticides and training of pest control advisors and applicators.

Use the least toxic pesticides that will do the job, provided there is a choice. The agency will take into consideration the LD50, overall risk to the applicator, and impact to the environment (chronic and acute effects).

Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging pesticides in storm water runoff. Avoid application of pesticides if rain is expected (this does not apply to the use of pre-emergent herbicide applications when required by the label for optimal results.)

Employ techniques to minimize off-target application (i.e. spray drift) of pesticides, including consideration of alternative application techniques. For example, when spraying is required, increase drop size, lower application pressure, use surfactants and adjuvants, use wick application, etc.

Apply pesticides only when wind speeds are low.

Mix and apply only as much material as is necessary for treatment.

Calibrate application equipment prior to and during use to ensure desired application rate.

Do not mix or load pesticides in application equipment adjacent to a storm drain inlet, culvert, or watercourse.

Irrigate slowly to prevent runoff and do not over-water.



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Frances David  
City Manager

Department Responsible for Revision: Maintenance Services

Issued: September 2005

Revised: September 2011

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## EXHIBIT A – IPM REPORTING FORM

\_\_\_\_\_

**Contractor**

\_\_\_\_\_

**Month**

Please complete and send this form to: **Landscape Maintenance Division, 16 Barnes Ct., #3, Hayward, CA 94544** at the end of each month. If no chemicals are applied, enter **"no application."** See sample entries in gray-shaded lines below

Date of Application	Location	Product Trade Name	Common Name	Class	Manufacturer/Company	Amount Applied	Unit (gal/oz/lb)	EPA/Cal-Reg #	Target Pest
01/01/12	Landscape outside Utility Building @ 24499 Soto Road	Pendulum	pendimethalin	Dinitroaniline	BASF	6	oz	524-475	Weeds
02/01/12	Median on Jackson between Santa Clara and Soto	Roundup Pro	glyphosate	Glycine	Monsanto	2	gal		Weeds

CITY OF HAYWARD  
DOWNTOWN MAINTENANCE  
MAINTENANCE PROJECT SPECIFICATIONS

The following specifications are for the entire Downtown Maintenance.

ITEM	QTY	NOTES
BACK FLOW		GRAND TO ALICE 10303 825YA MYRTLE TO PRINCETON 26381 825 HATHAWAY TO 880 J43889 825YA ROYAL AVE TO HESPERIAN A51046 AMTRAK LOT DST & 2ND PARKING LOT 143665 825Y FOLSOM AVE. AND LONETREE PL. 04126 & 04261 825 COLONY CT.AND SILVERDELL WY. J027126 825 Y PORTUGUESE PARK C ST AND FOOTHILL BLVD. J03267 825YA HAYWARD BLVD. AND FARMHILL DR. MEDIAN AND SHOULDERS A041268 EAST J044808 WEST BOTH 825 Y MAIN & B ST. H09828  NEWMAN PARK J009489
UTILITY METERS		WATER GRAND TO ALICE 17733960 1 INCH MYRTLE TO PRINCETON 17734226 1 INCH HATHAWAY TO 880 17733958 1 INCH 880 WEST TO ROYAL 17375922 1.5 INCH ROYAL AVE TO HESPERIAN 17734379 2 INCH AMTRAK LOT DST & 2ND PARKING LOT 17732344



**CITY OF HAYWARD  
DOWNTOWN MAINTENANCE  
MAINTENANCE PROJECT SPECIFICATIONS**

	<p>COLONY CT.AND SILVERDELL WY. 17734190 1 INCH</p> <p>PORTUGUESE PARK C ST AND FOOTHILL BLVD. 17734119 1 INCH</p> <p>HAYWARD BLVD. AND FARMHILL DR. MEDIAN AND SHOULDERS A041268 WEST 17028669 EAST</p> <p>MAIN &amp; B ST 17898789</p>
<p>IRRIGATION CONTROLLERS</p>	<p>GRAND TO ALICE IRRITROL 4 STATION NOT WORKING</p> <p>MYRTLE TO PRINCETON 8 STATION IRRITROL NOT WORKING</p> <p>HATHAWAY TO 880 RAINMASTER SENTAR 6 STATION</p> <p>880 WEST TO ROYAL 12 STATION IRRITROL</p> <p>ROYAL AVE TO HESPERIAN 24 STATION IRRITROL</p> <p>AMTRAK LOT</p> <p>DST &amp; 2ND PARKING LOT 6 STATION</p> <p>RAINMASTER SENTAR</p> <p>FOLSOM AVE. AND LONETREE PL. RAINMASTER DIAL 7 STATION</p> <p>COLONY CT.AND SILVERDELL WY. RAINBIRD 3 STATION</p> <p>PORTUGUESE PARK C ST AND FOOTHILL BLVD. RAINMASTER SENTAR 6 STATION</p> <p>HAYWARD BLVD. AND FARMHILL DR. MEDIAN AND SHOULDERS RAINMASTER SENTAR 16 STATION</p>

**CITY OF HAYWARD  
DOWNTOWN MAINTENANCE  
MAINTENANCE PROJECT SPECIFICATIONS**

		NEWMAN PARK AND B ST FOOTHILL BLVD. TO MISSION BLVD. CS3000-24-LR-GR-2W-L-SSE
BIO RETENTION AREAS AND BAY FRIENDLY	0	
LANDSCAPE AREA	23	APPROX, 156,000 SQ. FT. INCLUDING HARDSCAPE

**Locations**

MAINTENANCE AREAS	LOCATIONS	FREQUENCY
A ST	<ul style="list-style-type: none"> <li>• 4 GRADE SEPARATIONS (OVERPASSES)</li> <li>• 8 INDIVIDUAL LANDSCAPES</li> <li>• MEEKLAND, COSTCO, RAILROAD TRACKS</li> <li>• GRAND ST. TO HESPERIAN BLVD. MEDIANS.</li> <li>• HESPERIAN BLVD TO GOLF COURSE RD. MEDIANS AND SHOULDER</li> <li>• OVERPASS MEDIANS</li> <li>• HATHAWAY MEDIAN NEW MEDIAN CONCRETE</li> <li>• SHOULDER TREES 880 TO HESPERIAN BLVD.</li> <li>• HEDGE LINE ON SANTA CLARA ST.</li> </ul>	BIWEEKLY

**CITY OF HAYWARD  
DOWNTOWN MAINTENANCE  
MAINTENANCE PROJECT SPECIFICATIONS**

	<ul style="list-style-type: none"> <li>PARKING LOT A ST. AND WESTERN BLVD.</li> </ul>	
AMTRAK PARKING LOT AND MEEKLAND AVE. SHOULDERS A ST OVERPASS TO BURBANK ST.	ENTIRE LOT ON MEEKLAND & BST. PLANTER STRIPS A ST OVERPASS TO BURBANK BOTH SIDES	WEEKLY
D ST. PARKING LOTS	1140 D ST APN #427-0006-016-02	WEEKLY
D ST. & MAIN	BULB PLANTER IN FRONT OF 22779 MAIN ST.	BIWEEKLY
D ST SHOULDERS – TREE WELLS	2 ND. TO ATHERTON ST	BIWEEKLY
FOLSOM AVE. @ LONETREE PL.	SOUND WALL BOTH SIDES OF THE STREET	BIWEEKLY
COLONY CT @ SILVERDALE WY.	SOUNDWALL BUMP OUT PLANTERS	BIWEEKLY
JOLEEN CT. @ HARVEY WY.	SOUNDWALL TREE WELLS	BIWEEKLY
PORTUGESE PARK C ST.& FOOTHILL BLVD.	ENTIRE PARK	WEEKLY
HAYWARD BLVD. @ FARMHILL	FARMHILL MEDIAN AND SHOULDERS. HAYWARD BLVD. SHOULDER	BIWEEKLY
B ST. FOOTHILL BLVD. TO WATKINS ST.	SHOULDERS BOTH SIDES  MULCH BOTH SHOULDERS AND SIDEWALK PLANTERS EVERY YEAR BY MAY 1 <sup>ST</sup>  SIDEWALK PLANTERS ALL SIDES C/O B ST. AND MAIN St.	WEEKLY
NEWMAN PARK CORNER OF B ST. AMD MISSION BLVD.	MOWING, WEEDS, LITTER, TREE AND SHRUB TRIMMING.	WEEKLY

CITY OF HAYWARD  
DOWNTOWN MAINTENANCE  
MAINTENANCE PROJECT SPECIFICATIONS

	MULCH PARK EVERY YEAR BY MAY 1 <sup>ST</sup>	
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**Downtown Maintenance Area**

- Shrubs
- Irrigation
- Trees
- Mulch
- Litter
- Hardscape

MAINTENANCE SCHEDULE	ITEMS
WEEKLY & BI WEEKLY	CLEAN TRASH AND DEBRIS FROM LANDSCAPED AREAS. REMOVE WEEDS. CHECK IRRIGATION MAKE MINOR REPAIRS REPORT MAJOR REPAIR ISSUES TO LANDSCAPE DIVISION KEEP SIDEWALKS AND WALKWAYS AND CONCRETE MEDIANS CLEAR OF TRASH, DEBRIS, DIRT, BROKEN LIMBS, AND DOG FECES
QUARTERLY: ALL WEEKLY AND BI WEEKLY AREAS.	TRIM SHRUBS (KEEP TRIMMED AWAY FROM SIDEWALK, WALKWAYS, AND CURB FOR PEDESTRIAN TRAFFIC) SWEEP ALL CONCRETE AND COBBLE MEDIANS REMOVE ANY WEEDS. <b>SUBMIT QUARTERLY MAINTENANCE REPORT</b>
BI-ANNUALLY  ALL WEEKLY AND BI WEEKLY AREAS	FERTILIZER APPLICATIONS SHRUBS 16-6-8 COMPLETE FERTILIZER SLOW-RELEASE MARCH 1 <sup>ST</sup> 15-15-15 SLOW-RELEASE SEPTEMBER 1 <sup>ST</sup> TREES 16-6-8 COMPLETE FERTILIZER SLOW-RELEASE MARCH 1 <sup>ST</sup> 15-15-15 SLOW-RELEASE SEPTEMBER 1 <sup>ST</sup>

CITY OF HAYWARD  
DOWNTOWN MAINTENANCE  
MAINTENANCE PROJECT SPECIFICATIONS

	INCLUDE INSTALATION DATE AND AMOUNT IN QUARTERLY MAINTENANCE REPORT.
ANNUALLY:  ALL WEEKLY AND BI WEEKLY AREAS	TREE PRUNING FOR STRUCTURE ALL TREES UNDER 25 FT. SEE SECTION 3-3.09.  ALL TREES SHALL MAINTAIN A 6'6" CLEARANCE FOR PEDESTRIAN TRAFFIC AND A 13' CLEARANCE STREET SIDE IN TRAFFIC LANES. ALL TREES REGARDLESS OF HEIGHT SHALL MAINTAIN THE MIN CLEARANCE ON STREET AND SIDEWALKS.  PLACE 500 YARDS OF CHIPS BY NOVEMBER INCLUDE INSTALATION DATE AND AMOUNT IN QUARTERLY MAINTENANCE REPORT. NOTE B ST AND NEWMAN PARK WILL NEED TO BE COMPLETELY CHIPPED BY MAY 1 ST EACH YEAR.



TO: THE CITY OF HAYWARD

Pursuant and in compliance with your Instructions and Conditions and all other documents relating thereto, the undersigned offer or, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is being done, and with the specifications and other contract documents, hereby proposed and agrees to perform within the time stipulated, in contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expandable equipment, and all utility and transportation services necessary to perform all of the work required in connection with **Bid** all in strict conformity with the specifications and other contract documents filed at the Office of the Purchasing Manager of the City of Hayward.

Project	Base Bid – <b>MONTHLY AMOUNT</b> (lump sum, all labor, materials, equipment, transportation, disposal, licenses, fees and permits)	Additional Information LABOR COST per hour	Additional Information Total Man-hours per week
Downtown Maintenance	\$ _____ per month	\$ _____ cost per hour	_____ Hrs. per week
Extended Total (Annual Bid Amount)			\$ _____ per year

**ADDITIONAL WORK:**

Additional costs will be billed at the following unit price rates:

<b>Labor</b>	<b>Hourly Rate</b>
<u>Irrigation:</u>	
<u>Spray:</u>	
<u>General labor:</u>	
<u>Tree Work:</u>	

**TERMS**

Cash terms (if applicable) \_\_\_\_\_ % \_\_\_\_\_ Days

**FOB:** Destination

***\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM***



## Downtown Maintenance

### RFQ # Bid Summary Sheet

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

To be completed and returned along with the bid form:

- Landscape contractor's survey/ qualification form
- Vendor's license statement
- Bidder's reference and statement experience
- Designation of subcontractors
- Acknowledgment of addenda
- Noncollusion affidavit to be executed by bidder and submitted with bid
- Contractor's certificate regarding worker's compensation
- Nondiscriminatory employment practices & affirmative action certification statement
- The Hayward Living Wage-Compliance Form
- Affirmation on on-involvement in development of production of nuclear weapons
- Bid Form