



City of Carson
Purchasing Division
701 E. Carson Street
Carson, CA 90745

ADDENDUM 1 TO NOTICE OF INVITATION FOR BIDS (IFB): 23-17

Notice is hereby given that the Purchasing Manager of the City of Carson will accept proposals for:

ON-CALL ABATEMENT & CLEANUP SERVICES

ISSUE DATE:	08/10/23
PRE-BID MEETING (MANDATORY):	TBD
BID DEADLINE:	08/24/23 10:00 AM

BIDS MUST BE SUBMITTED ELECTRONICALLY

SUBMIT ELECTRONIC BIDS TO: [PlanetBids Vendor Portal](#)

No late bids will be accepted. Bids received after the deadline established will not be considered for this project.

All questions or request for interpretation regarding this solicitation must be submitted online through PlanetBids within the date and time specified. are not to contact City personnel or Elected Officials with any questions or clarifications concerning this solicitation other than through PlanetBids. Any City response for this solicitation not posted through PlanetBids is unauthorized and will be considered invalid.

To view other bidding opportunities from the City of Carson, please visit:
[Bidding/RFP Opportunities \(carson.ca.us\)](#)

Josilla Togiola
Purchasing Manager
August 17, 2023

BID PACKET – IFB 23-17 ON-CALL ABATEMENT & CLEANUP SERVICES

SUMMARY

The City of Carson (City) is soliciting competitive bids from qualified contractors to maintain and perform litter, debris and graffiti removal services on Caltrans right-of-way and City right-of-way adjacent to Caltrans properties (i.e. freeway over/under passes, freeway on/off ramps, and freeway embankments) designated by City Staff with the goal of keeping Caltrans public spaces free of litter, debris, and graffiti. ~~Service areas will be divided into two (2) separate zone areas and include Caltrans right-of-way properties within the City. IFB 23-17 is specifically for Service Zone Area A: <<<insert service zone area boundary for this IFB>>. Interested contractors must submit separate bids for each respective service zone area they wish to be considered for. Interested contractors are not required to submit bids for both service zone areas. If interested contractors wish to be considered for both service zone area, contractors are expected to be able to service each concurrently and with no interruptions based on volume.~~

Work to be performed will include, but not be limited to, sections that are unimproved, run underneath streets, and lower than grade or sloped, as detailed in the Project Scope and Specifications.

The City of Carson was incorporated as a California general law city on February 20, 1968. On November 6, 2018, with the City's voters' approval, the City of Carson became a California chartered city. Carson is considered one of the youngest municipalities in the South Bay region of Los Angeles County. Carson is located less than 20 miles south of downtown Los Angeles and is considered part of the South Bay section of Los Angeles County. The City's acreage is 19.2 square miles, and has grown considerably, beginning with a population of 61,000 in 1968 and with a current population of close to 100,000 residents.

Carson is proud to be a culturally diverse community that is accessible by air, rail and freeway. The City is close to the Los Angeles International Airport, the Long Beach Airport, the Port of Los Angeles, and the Port of Long Beach. The four freeways that surround or run through the City are the Harbor (110); the San Diego (405); the Artesia (91); and the Long Beach (710). Additionally, the MTA Bus Line frequently stops in Carson on its route between Los Angeles and Long Beach and the City's owned bus system, the Carson Circuit, provides convenient bus transportation within the City. There is no other city in the Los Angeles-Orange County region that matches Carson's ease of accessibility. The City of Carson is home to several large, modern petrochemical, electronics, automobile, aerospace, trucking, and high-tech facilities, many of which have won regional and local beautification awards. A number of multinational companies have made Carson their home base by establishing their corporate headquarters here. Through cooperative efforts between the City and business community, the vitality and future of Carson continues to flourish.

The City of Carson reserves the right to make changes in this IFB document as it may deem appropriate. Any and all changes will be made by written addenda posted through PlanetBids. . No oral changes will be permitted. Addenda issued during the bid process will become a part of the original bid document. All bids must be submitted by the date and time established for the opening of bids. The City reserves the right to take any action considered to be in the best interest of the City.

No bid may be withdrawn for a period of ninety (90) days once bids have been opened by the Purchasing Manager.

No contract exists on the part of the City until the City Council has made the award and a Public Works Agreement has been fully executed. The award, if made, will take place approximately within ninety (90) calendar days after the scheduled bid opening date.

The City reserves the right to reject any and all bids received or any parts therein, and to be the sole judge of the merits of each bid received.

This IFB does not commit the City of Carson to award a contract or to pay any cost incurred in the

preparation of any response to the IFB. All responses to this IFB become the property of the City. At such time a selection is made, all responses submitted become a matter of public record and shall be regarded as such, with the exception of those elements in responses which are trade secrets or proprietary, marked as such, and otherwise exempt from disclosure under the Public Records Act.

Unless expressly stated otherwise, documents must be uploaded in PDF format. It is the Bidder's responsibility to ensure their bid documents are properly and timely uploaded onto the City's online bid management system. Bids that are missing pages, cannot be opened, etc. may be considered nonresponsive. It is the Bidder's sole responsibility to contact the City's online bid management provider (PlanetBids at 818-992-1771) to resolve any technical issues related to electronic bidding, including (but not limited to) registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic bid/proposal, etc. All questions or requests for interpretation regarding this solicitation must be submitted online through PlanetBids within the date and time specified. Bidders are not to contact City personnel or Elected Officials with any questions or clarifications concerning this IFB other than through PlanetBids. Any City response for this IFB that is not posted through PlanetBids is unauthorized and will be considered invalid. Bidder is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

In the event of a conflict between any details contained within this IFB 23-17 Bid Packet document and the PlanetBids portal, this IFB 23-17 Bid Packet document shall control and govern.

NOTE: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

OPTIONAL PRE-BID MEETING

Pre-bid meeting mandatory:	NO
Pre-bid meeting time:	08/16/2023 10:00 AM
Pre-bid meeting location:	City of Carson Corporate Yard, Public Works Training Room 18620 S. Broadway Carson, CA 90248

Pre-bid conferences are held for the purpose of answering bidder questions. If a pre-bid conference is mandatory, then the City will not accept bids from those who arrive late or do not attend. Arrive early, plan accordingly, and provide a business card to the City employee. A sign-in sheet will be circulated and posted through PlanetBids.

All bids must be submitted electronically on PlanetBids no later than the due date and time. Please allow sufficient time to prepare, scan and upload your documents into the electronic bid system prior to the deadline, as the system will lock and not allow entry of bid after the designated deadline. Any technical questions regarding use of PlanetBids must be directed to PlanetBids. Faxed, emailed, or delivered bids will not be accepted.

The City's PlanetBids portal:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=32461>

Bid Deadline: 08/24/2023 | 10:00 AM

Bidders will be required to complete "item" fields in PlanetBids that include description, quantity, and

price. In addition to completing all required fields in PlanetBids, bidders will be required to upload the following supplemental documents. Each supplemental document must be numbered.

Every bid document uploaded to PlanetBids must include the bidder’s name, State-issued Contractor Identification number, and the City’s IFB No. 23-17.

Required Proposal Sections and Documents		
1	Company Certification and Personnel Verification Certification, on company letterhead that the person submitting the proposal is authorized to contract on behalf of the prospective contractor. Examples of authorized persons include owner, partner, or corporate officer. Include name, title, address, and contact information. If proposer is a corporation, certification should include statement that corporation is in good standing with the California Secretary of State. Include general company information and resumes of personnel to be assigned to the engagement.	Required
2	Subcontractor List (if applicable) Include the subcontractor’s qualifications and the nature and extent of work to be performed by each subcontractor.	Required if Applicable
3	Modification, Changes or Exceptions to the Public Works Agreement Exceptions to the specifications of any proposed items, contract terms and conditions shall be fully described and stated in writing.	Required if Applicable
4	Cost Proposal Include all pricing information relative to the engagement.	Required
5	Affidavit of Non-Collusion and Non-Discrimination (download from PlanetBids)	Required
6	Federal Lobbyist Requirements (download from PlanetBids)	Required
7	Client Reference List Governmental entities preferred. Include client contact information and a brief description of the service provided to each client. Minimum of 3 references for work performed within the last 3 years (download from PlanetBids)	Required
8	Debarment and Suspension Certificate (download from PlanetBids)	Required
9	Certificate of Compliance with Labor Code Section 3700 (download from PlanetBids)	Required if Applicable
10	Bid Security	Required if Applicable

QUESTIONS AND ADDENDUMS

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this IFB must be submitted via “Q&A” through PlanetBids Vendor Portal by the specified due date and time. No verbal communications will be considered or responded to. The City will coordinate responses and post them to PlanetBids no later than five (5) days prior to the bid deadline for all interested bidders to review.

If discrepancies or omissions are found for this document, the City reserves the right to make such changes as deemed appropriate. Any such changes will be by written addendum, which will be posted to PlanetBids no later than five (5) days prior to the bid deadline. The City reserves the right to extend the bid deadline.

	Type of Question	Contact	Contact Info
1	Those related to the Project	PlanetBids	Post directly to PlanetBids
2	Use of PlanetBids	PlanetBids	(818) 992-1771
3	City's Purchasing Process	Josilla Togiola, Purchasing Manager	jtogiola@carsonca.gov

Only the Purchasing contact listed above may be contacted regarding this solicitation. No other City officers, agents, employees, or representatives have authority to respond on behalf of the City. Contact with unauthorized City personnel or elected officials during the selection process may result in disqualification.

BIDDER QUALIFICATIONS

Bidders must meet the following minimum qualifications outlined below. Bidders who do not meet the minimum qualifications will be disqualified..

- ~~1. Contractor and any subcontractors must possess valid California Contractor licenses for the work required by this job, at minimum, contractor and subcontractors must possess a current C-27 Landscaping Contractor license and will maintain such license throughout the duration of the contract agreement, and have qualified personnel who have prerequisite knowledge and experience to perform the required work and are legally able to do so.~~ The Contractor must comply with all applicable laws related to the transportation and disposal of waste.
2. Contractor and any subcontractors must have workers compensation insurance.
3. Contractor and any subcontractors must be registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. Prevailing wages must be paid, as established by the DIR for the locality in which the public work is to be performed for each craft, classification or type of worker needed to perform the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlsr> for such prevailing wages and additional information. Certified payrolls must be submitted to the DIR online portal.

Awarded contractor and subcontractors (if applicable) must pay the City's business license tax and submit required insurance documents prior to execution of the contract.

Job location: **Citywide**
 Job work schedule: **As-Needed**

Anticipated Procurement Schedule		
1	Award of Contract	Sept 2023
2	Contract Execution & Notice to Proceed	Sept 2023
3	Begin Engagement	Oct 2023
4	Complete Engagement	Oct 2026

OTHER REQUIREMENTS

The City's form contract is required (see Public Works Agreement). Specific requirements are outlined in the form contract.

Prevailing Wages Required: YES
Performance Bond Required: Not Applicable
Payment Bond: No
Bid Bond: No

The majority of the work as required herein must be performed by the awarded contractor. The work may not be subcontracted to another contractor unless the subcontractor has been included on the Subcontractor List, or a substitution has been approved in writing by the City's Contracting Officer in advance of any scheduled or actual work.

All materials and equipment supplied to the City shall be new and unused, not precluding the use of recycled materials. All equipment must comply with all Occupational Safety and Health Act (OSHA) requirements. Items not meeting OSHA specifications will be refused.

Additional Insurance Requirements (in addition to those in City's Public Works Agreement)

Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis for bodily injury and property damage in an amount not less than \$1,000,000 combined single limit of liability. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

PRICING

Contractors must provide everything necessary at their own expense including, but not limited to labor, prep work, materials, supplies, parts, tools, and equipment required to perform and complete the required work; and to dispose of existing materials.

The lump sum bid price must include all necessary labor, parts, materials, and fees to complete the work required by Project Scope and Specifications. Permits, licenses and fees must be obtained at the awarded Contractor's sole expense. Federal taxes must not be included, as the City is exempt from paying federal taxes. However, the City does pay Sales Tax on the purchase of items, which must be included as a separate line within the total bid price.

The following costs will not be allowed: additional charges such as fuel surcharges and mileage rates, fines, entertainment, advertising, and any costs considered inappropriate for reimbursement from taxpayer money.

Include pricing for Unforeseen Work and hourly rates for additional work which may be authorized by the City's Contracting Officer.

Service rates shall be bid according to the contractor's daily crew rates (8 hour workday). Crew to consist of a minimum of four (4) crew workers and one (1) supervisor.

1. Labor rates for additional work must be fully loaded; including labor, tools, and equipment.
2. Trip charges must be a flat rate for round trip costs per day, per job.
3. Minimum dollar amount for Contractor to come onsite to perform work. Once the actual costs incurred exceed the minimum, the above rates will apply instead of the minimum and not in addition to it.
4. Rentals must be the Contractor's actual cost plus a fixed markup percentage.
5. Materials must be the Contractor's actual cost plus a fixed markup percentage, plus sales tax

if applicable.

BID OPENING, DOCUMENT REVIEW AND AWARD OF CONTRACT

All bids will be opened publicly by the Purchasing Manager or assigned designee at the Office of the City Clerk, via PlanetBids, on the date and time noted on the Notice of Invitation for Bids. Bid results will be posted to PlanetBids once the bids have been reviewed for responsiveness. Bid results will not be given out via telephone, or facsimile. Bid documents must be submitted on time and meet the minimum requirements outlined above to be reviewed by City staff including the Project Manager.

Once the bid is finalized, a Notice of Intent to Award will be emailed to all participants. Any contract(s) awarded in accordance with Chapter 6 of the City's Municipal Code. Due to disrepair, demand, and capacity, the City may award these services to multiple contractors in an effort to repair each area concurrently and without interruption.

Bid protest procedures may be obtained from Purchasing. Protests must be submitted within five (5) business days following the electronic notification of intent to award.

No contract exists until the City Council has made the award, and the contract has been fully executed.

**ON-CALL WEED ABATEMENT, LITTER, DEBRIS & GRAFFITI REMOVAL
SERVICES
PROJECT SCOPE AND SPECIFICATIONS
IFB 23-17**

GENERAL

SERVICE REQUIREMENTS

The purpose of this IFB is to solicit and identify qualified contractors who can provide on-call abatement and trash removal services. Contractors must provide proof of valid authorization to perform work within Caltrans' right of way. Abatement Services include, but are not limited to, mowing, weed abatement, site clean-up, graffiti abatement, trash and debris removal, and basic tree well maintenance.

Selected contractors will be awarded an initial one-year contract with the option for two additional one year extensions. The basic hourly rate of these services shall be provided as part of the submitted bid. As instances of abatement arise, the Contractor shall provide an abatement estimate based upon the proposed rates. The City, however, reserves the right to negotiate abatement services on an instance-by-instance basis as circumstances warrant. The scope of work and expectations for on-call services are set forth in following sections .

Scope of Services

The following services shall be provided to the City:

- Abatement of overgrown weeds or dead vegetation to include, but not limited to: dead or hazardous trees, high weeds and shrubs;
- Abatement of graffiti that is visible from Caltrans right-of-way and adjacent City right-of way from private residential, commercial, and industrial structures; and from all City-owned property
- Clean up and removal of trash and debris to include but not limited to: discarded metal, vehicle parts, appliances, waste oil, batteries or similar materials; and
- Cleanup and removal of heavy construction or demolition materials, to include but not limited to: concrete, soil, metal rebar, wood and other miscellaneous construction debris.

Mowing

Mowing is defined as the removal of tall grass, weeds, vegetation, small saplings, overgrowth and weed eating. All vegetation must be cut to a height of not more than three inches (3"). Trimming must match or be below the adjacent grass or structure. Failure to rake, blow, and bag all leaves, trash and vegetation clippings will result in nonpayment.

Debris/Trash/Junk Removal

All visible trash, junk, debris, and litter must be removed and disposed of in accordance with all applicable laws and to the satisfaction of the City and in accordance with the City-issued work order. Tree limbs, tree parts, fallen dead trees, bushes or brush less than 6 feet high, and/or on the ground, and/or in the Caltrans and adjacent City rights-of-way, easements or in the site distance triangle, will be considered as trash, junk and debris. 'Site distance triangle' is defined as the required length of distance necessary to allow safe vehicular egress from a street, driveway, or alley to a major street.

As part of the scope of work, all removed materials are required to be safely transported and removed from the work sites to a legal disposal and/or recycling site(s) within Los Angeles County with priority to any local facilities. Contractor shall have the ability to send/receive work orders, invoices, and documents via electronic media. Electronic media shall be deemed to include, but is not limited to, email and fax. Email shall have the capacity of receiving and/or sending large document files, including photographs.

Contractor shall furnish, at its own expense, all equipment and materials needed for abatement services including but not limited to:

- Mowers, weed trimmers, brush hogs, saw blades, chain saws, and loaders;
- Caution tape, orange fencing, framing materials, and other materials necessary to secure the

site to ensure the health and safety of the public; and

- Any other equipment and/or materials required to address each specific circumstance in a work order.

Clean up and/or mowing and handwork of all sites for weed control to be done on a weekly basis, or as needed. The work is tentatively scheduled to take place during the Summer/Fall of each year. Individual sites may be scheduled for; disking, mowing, handwork, trash removal, and/or site clean-up as needed at the direction of the Contract Administrator, or as determined by the Contractor's Monthly Site Inspection.

CLEANING AND ENVIRONMENTAL CONTROLS

1. Maintain areas free of waste materials, debris, and rubbish. Maintain sites in a clean and orderly condition. Remove waste materials, debris and rubbish from site and dispose of all trash.
2. The Contractor shall take appropriate action to ensure that no dust originates from the Maintained Areas following AQMD (Air Quality Management District) Rule 403 Dust Control Information Fugitive dust Rules and Regulations.
3. Water containing mud, silt, or other pollutants from activities, shall not be allowed to enter the ocean or placed in locations that may be subject to storm runoff.
4. Any equipment or vehicle driven and/or operated within or adjacent to a street gutter, storm drain, runoff conveyance or river channel shall be checked and maintained daily to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.
5. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material from any construction, or associated activity or whatever nature shall be allowed to enter into or placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area.
6. The Contractor shall comply with all litter and pollution laws. All Contractors and subcontractors shall also obey these laws and it shall be the responsibility of the Contractor to ensure compliance.

GRAFFITI REMOVAL

Methods of graffiti removal include painting over (matching existing painted surface or City approved colors), chemical remover, water-blasting or other eradication procedures approved by the City. Contractor shall determine the most effective method of removal for each location. For walls or other surfaces facing the public right-of-way, Contractor shall use one of the standard colors identified by the City. For City-owned facilities, City will provide the paint color code for each building. Graffiti shall be removed from bare block walls and concrete by use of chemicals, water-blasting or other industry standard accepted procedures. Exceptions are when the walls have been previously painted or if it is in an unsafe location to use methods other than painting. Graffiti shall be painted over and to one (1) foot horizontally beyond the graffiti. If there are fence posts and the posts are ten (10) feet or less between centers, the entire segment of the wall between the fence posts shall be painted. Generally, walls are 6' (six feet) in height and shall be painted from ground level to the top of the wall. On walls over 6' (six feet) in height, graffiti shall be painted over and the wall painted up to a height of 6' (six feet) or to cover all the graffiti, whichever is higher. If the wall has a capstone, the wall shall be painted to the bottom of the capstone. If the capstone has graffiti, then the capstone shall be painted over with a color that matches the existing color.

SERVICE ZONE AREAS TO BE MANAGED

Contractor shall be responsible for removing graffiti in the areas identified below, but not limited to the following:

- Walls adjoining arterial, collector, and residential roads.
- Sidewalks.
- Street signs.
- Utility boxes.
- Traffic signal equipment.
- City Parks (and equipment in the parks such as play and/or exercise equipment, picnic tables, benches, restroom structures, etc.).
- Exterior of City-owned buildings.
- Asphalt.

Contractor shall not remove graffiti from the following area, unless approved in writing by the City's Contract Officer prior to any service (list is not all inclusive and more items may be added):

- Private property, including homes, commercial property and parking lots.
- County river channels (Contractor to remove graffiti on residential walls facing County river channels).
- Construction markings on walls/streets.
- Caltrans traffic poles and control boxes within the City.

WORK PRIORITIZATION

1. Any reports of vulgar or gang related graffiti.
2. Written requests from City's Contract Officer.
3. All remaining requests from old to new.

AUTHORIZATION OF WORK ON PRIVATE PROPERTY

Abatement on private property includes services as outlined below.

Graffiti removal on private property shall be completed by the Contractor ONLY when there is a signed consent letter issued by the City. The City shall provide the Contractor with a list of approved properties. The Contractor shall notify the City of properties requesting graffiti removal, which have no signed consent letter. Unless notified otherwise by the City's Contract Officer, graffiti shall be removed so no trace of the pre-existing graffiti remains.

Prior to beginning any work order, Contractor shall take digital color photographs of the work location in the manner prescribed by the City, and photographs shall be date- and time-stamped. Contractor's photographs shall include the property condition before the abatement showing grass/weed height, trash, junk and debris on property, tires, any unsecured openings to be secured, hanging dead tree limbs to be removed, standing dead trees to be removed, etc. Failure to submit proper "before" photographs may result in termination of the Agreement. Contractor shall take digital color photographs of the work location after all work is completed, including loaded vehicles showing the trash/junk debris and that was removed. These photographs shall be dated, time-stamped and shall be submitted electronically by email to the City. Failure to submit proper "after" photographs will result in termination of the Agreement. Contractor shall provide dated and time stamped digital photographs with all invoices and estimates, both prior and after completion of work. All costs associated with photography shall be the contractor's responsibility. The City's Contract Officer must approve in writing and in advance, any other source of digital media.

BASIC TREE WELL MAINTENANCE

Tree wells are intended both to support the growth of healthy trees and to retain stormwater runoff. Tree wells retain stormwater runoff via interception and evaporation of direct precipitation, and infiltration and evapotranspiration of runoff. City's Contract Officer will identify and provide a list of those tree wells that shall be maintained by the Contractor.

Maintenance

When appropriately sited and designed, tree wells should require relatively limited maintenance. Inspection and maintenance activities may include the following:

- Tree Health: Routine tree maintenance actions as necessary (e.g., pruning, watering young trees)
- Dead or diseased tree: Remove dead or diseased tree. Replace per original plans.
- Standing water in tree well for longer than 24 hours following a storm event: Loosen or replace soils surrounding the tree to restore drainage.
- Presence of mosquitos/larvae: Disperse any standing water from the tree well to nearby landscaping. Loosen or replace soils surrounding the tree to restore drainage (and prevent standing water).
- Accumulation of sediment in tree well surface ponding area(s) should be periodically removed to prevent clogging and to promote healthy trees without excessive sediment build-up near the base.
- Trash and debris build-up inlet or surface ponding areas: remove trash and debris.
- Entrance / opening to the tree well is blocked such that stormwater will not drain into the tree well (e.g., a curb inlet opening is blocked by debris or a grate is clogged causing

runoff to flow around instead of into the tree well; or a surface depression is filled such that runoff drains away from the tree well): Make repairs as appropriate to restore drainage into the tree well.

AREAS COVERED BY THIS CONTRACT

Contractor shall be responsible for basic tree well maintenance in the areas identified below, but not limited to the following:

- Parking islands
- Site entrances
- Rights-of-Way between roadway and sidewalks

ADDITIONAL WORK

Additional work may include, but not be limited to, the following:

1. Site cleanup needed due to vandalism, dumping, or other unforeseen anomalies.
2. Additional weed abatement due to environmental conditions.
3. Site cleanup, fence line clearing or weed abatement at sites not identified in this IFB.

In the event the Contractor is required by the City's Contract Officer and agrees to perform the additional work, the following will govern the work:

1. Additional work will not be initiated without prior written authorization.
2. An estimate of the costs and time for completion will be submitted for approval prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of other operations. Contractor shall furnish reports of additional work on forms furnished by the Contractor, itemizing all costs for labor, materials, and equipment rental. Contractor's report shall include hours worked.
3. Work will be executed under the direction of the City's Contract Officer or the designated representative on a time and materials basis or an agreed upon lump sum price depending on the nature of the work.
4. The Contractor shall be required to begin additional work promptly once City's Contract Officer issues written authorization.
5. No work of any kind is considered as extra unless written authorization is issued by the City's Contract Officer for said extra work before work commences.
6. The City is not compelled to award additional work to Contractor. In some instances, additional bids may be solicited from other vendors or the work may be completed by City staff.

PERFORMANCE OF THE WORK

Contractor shall, at its own cost and expense, furnish all necessary materials, labor, transportation, and equipment for doing and performing work required under this IFB. Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel; that any work will be performed in the best manner; that any material furnished shall be subject to the approval of the City's Contract Officer; and that both work and materials will meet fully the requirements of this IFB.

NO ASSIGNMENT OR DELEGATION

Contractor shall not assign or delegate the duties, other than to City-approved subcontractors, or obligation under this Contract or its interest therein in whole or in part without the prior written consent of the City's Contract Officer, which may be withheld at the City's sole discretion.

WORKING HOURS

Working hours shall be between 7:00 a.m. to 2:30 p.m., Monday thru Friday, providing 35 hours per person, per week. The crew shall consist of five (4) crew workers and one (1) professional Supervisor. The Supervisor of the crew shall work from 6:45 a.m. to 2:45 a.m. Exceptions may be made to normal work hours where incidence of use may be too great during the specified hours to allow for proper maintenance. The City may grant, on an individual basis, written permission to perform services at other hours. City does not anticipate or guarantee the need for after hours, emergency / on-call or weekend abatement and trash removal services.

The Contractor shall conduct its work at all times in a manner which will not interfere with normal pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets. The City shall have the authority to suspend the work, wholly or in part, for such a period as may be deemed necessary due to renovation or construction, or to such other conditions as are considered unfavorable for the suitable performance of the work.

At no time, will the Contractor allow its crew to be diminished in size or labor hours so as to not effectively complete the assigned maintenance tasks in all service zone areas. All of the Contractor's maintenance personnel shall be supervised by a qualified, English-speaking foreman in the employ of the Contractor. At least one (1) member of each crew working at each site shall be able to communicate in English both orally and in writing.

Contractor shall require employees to wear a clean uniform identifying them as an employee of the Contractor while working in the City. This shall include proper work boots/shoes and other clothing and gear required by Federal and/or State Safety Regulations.

If any person employed by the Contractor or any subcontractor shall fail or refuse to carry out the directions of the City's Contract Officer, or is in the opinion of the City's Contract Officer, incompetent, intemperate, or disorderly; or uses threatening or abusive language to any person on the work site; or is otherwise unsatisfactory, she said person shall be discharged from the project immediately, and shall not again be employed on the work except with the written consent of the City's Contract Officer.

IDENTIFICATION OF VEHICLES

The Contractor's vehicles and equipment shall be clean and neat in appearance. All vehicles and equipment shall be maintained in a safe and mechanically sound condition and clearly marked with contractor name and/or logo (sticker, decals or magnet).

REPRESENTATIVES

1. The City's Contract Officer is the representative of the City and, except as otherwise expressly provided herein, will make all decisions and interpretations under the provisions of the awarded contract.
2. Instructions and information given by the City's Contract Officer to the Contractor's Project Manager shall be the same as if communicated directly to the Contractor.
3. The decision(s) of the City's Contract Officer will be final and binding on all questions concerning the acceptability of materials, supplies or machinery, the classification of materials or supplies, and execution of the work.
4. The City's Contract Officer will make periodic observations of materials and completed work to observe compliance with the awarded contract; however, is not responsible for the site conditions, operations, equipment, Contractor personnel, or the maintenance of a safe place to work or any safety in, on, or about the work sites.

INDEPENDENT CONTRACTOR

The Contractor in the performance of the work hereunder will be acting in an independent capacity and not as an agent, employee, partner, or joint venture of the City.

SUBCONTRACTORS

1. All subcontracts, if any, shall contain a reference to the Contract between the City and the Contractor, and the terms of the Contract and all parts thereof shall be made part of each subcontract insofar as applicable to the work covered thereby.
2. Nothing contained in this IFB shall be construed as creating any contractual relationship between any subcontractor and the City.
3. The Contractor shall be considered the employer of any subcontractor, and as fully responsible to the City for the acts and omissions of persons employed by them for the acts and omissions of persons directly employed by Contractor.

4. The Contractor shall be responsible for the coordination of the subcontractors, and material suppliers engaged upon its work. It shall be Contractor's duty to see that all of its subcontractors commence their work at the proper time and carry it on with due diligence so that they do not delay or injure either the work or materials; and that all damage caused by them or their workers are remedied at Contractor's expense.
5. The City will not undertake to settle differences between the Contractor and its subcontractors or between subcontractors.

COMPLIANCE WITH FEDERAL AND STATE LABOR PROVISIONS

Contractor and all subcontractors shall comply with all applicable Federal and State labor provisions, including but not limited to the payment of California minimum wage. If applicable, Contractor shall comply with the provisions of the California Labor Code, Division 2, Part 7, Chapter 1, applicable to the payment of prevailing wages for those classifications designated by the Department of Industrial Relations.

TRAFFIC CONTROL, PUBLIC CONVENIENCE AND SAFETY

The Contractor shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public, and shall have underway, no greater length or amount of work than can be performed properly with due regard to the rights of the public. The Contractor shall furnish and maintain all signs to safely guide the public through the Maintained Areas, and as directed by the City's Contract Officer.

COOPERATION WITH OTHER WORK FORCES

The City reserves the right to perform other work at or near the service zone areas at any time by the use of its own forces or other contractors. Other contractors, utilities and/or public agencies and their contractors, and City personnel may be working in the vicinity. There may be some interference between these activities and the work completed under this IFB. The Contractor shall cooperate and coordinate its work with that of other work forces to assure timely completion of work.

MATERIALS STORAGE

No facilities will be available for the storage of materials or supplies used in connection with the performance of the work.

All materials to be cleaned-up on the site shall be disposed of by the Contractor by the following method:

(1) Removal: The Contractor shall remove, haul away and dispose of the debris and other materials at its own expense. All applicable laws and regulations shall be complied with.

The site shall be inspected to ensure that adequate site clearing has been performed. Any additional removals required by the City's Contract Officer shall be performed at the Contractor's expense. Contractor shall inform City's Contract Officer when work at each site has been completed.

DATA TO BE FURNISHED BY THE CONTRACTOR

The Contractor shall furnish the City's Contract Officer with such information as it may desire respecting the progress and manner of the work, including all information necessary to determine its costs, such as the number of persons employed, their pay, the time during which they worked on site and other pertinent data. This may be requested at any time and must be turned over to the City within five (5) days of request.

OFFICE, TELEPHONE & RADIOS

Contractor is required to maintain an office and provide the telephone service so that all calls from the City have no toll charge. If a telephone answering service is utilized, the answering service shall be capable of contacting Contractor by radio or pager. Contractor is further required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than two (2) hours. Contractor staff shall be capable of communicating with City staff using cellular phones.

LAWS AND REGULATIONS

The Contractor shall obey all laws, ordinances, and regulations affecting those engaged or employed on the work, or the materials used in the work, or in any way affecting the performance of the work, and of all orders

and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Contract Documents, or in this IFB, in relation to any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same in writing to the Contract Administrator.

BID COSTS

The monthly prices and lump sum amounts to be paid for the areas listed in the Bid Schedule shall include full compensation for furnishing all labor, materials, supplies, trash bags, tools, equipment and incidentals necessary to complete the work under the Contract. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, permit fees, mobilization, traffic control, public convenience and safety, protective barricading, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust control, clean up and all other items incidental to the work.

COMPLETION, VERIFICATION AND APPROVAL OF WORK

The Contractor shall submit to the City's Contract Officer a list of locations with pictures where abatement and clean up services have been completed. The list shall include, but is not limited to, the following: 1) address of each work site, 2) number of square feet involved at each site, 3) summary of methods used to remove the graffiti. City shall have access, at no cost, to any database owned or maintained by Contractor utilized in weed and graffiti abatement operations for the City.

ENVIRONMENTAL COMPLIANCE

Contractor is also responsible to be environmentally friendly and National Pollutant Discharge Elimination System (NPDES) compliant. Contractor is to implement Best Management Practices (BMPs), clean up all paint spills and keep all water used in water-blasting out of the storm drain system. All paint and paint containers shall be disposed of properly at Contractor's expense.

WORK BY CITY FORCES DUE TO NON-CONFORMANCE OF CONTRACT

Should the Contractor fail to correct deficiencies or public nuisances that have been created because of his operation, then these will be considered to be an emergency nature and cause for the City to take corrective action. Such action will be done on a force account basis for any City related costs, including but not limited to time and materials.

DEFECTIVE WORK

The Contractor shall redo at its own expense any part of the work that has been improperly executed, even though it has been included in the monthly estimates. If Contractor refuses or neglects to redo such defective work, prior to acceptance of the work, it may be performed by the City at the expense of the Contractor, plus 30% for overhead expenses, and Contractor's sureties shall be liable.

EMERGENCY WORK

In case of an emergency that threatens loss or injury of property, and/or safety of life, the Contractor shall act, without previous instructions from the City, as the situation may warrant. Contractor shall notify the City of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents regarding the expense, shall be submitted to the Contract Administrator within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as Extra Work.

If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from Contractor's payment as provided in the Contract Documents. The performance of emergency work by City forces will not relieve the Contractor of any of its responsibilities, obligations, or liabilities under the Contract.

PROTECTION OF PROPERTY

All public and private property or improvements shall be safely guarded from damage or loss by the Contractor at all times. Should any facility, structure, or property be damaged during operations of the Contractor, it shall immediately notify the proper owners or authorities. The Contractor shall pay all damages and losses incurred.

CONTRACTOR'S RESPONSIBILITIES FOR LOSSES OR LIABILITIES

Risk of Loss:

Except as otherwise provided and except as to the cost of repair or restoration of damage to the work caused by force majeure, the Contractor shall bear all losses resulting from the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or from any encumbrances on the line of the work, or because the nature of the work is different from what is assumed. "Force majeure" shall include, but not be limited to, declared or undeclared war, sabotage, insurrection, riot, or other acts of civil disobedience, labor disputes, fires, explosions, floods, earthquakes or other acts of God.

MATERIALS AND FACILITIES

The Contractor shall be responsible for materials and facilities as hereinafter provided and in the event of its failure to carry out said responsibilities, the same may be carried out by the City at the expense of the Contractor:

1. The Contractor shall be responsible for any materials so furnished and for the care of all work until its completion and final acceptance. Contractor shall at its own expense replace damaged or lost materials and repair damaged parts of the work.
2. The Contractor shall protect City facilities and Caltrans Right of Way from damage resulting from its work. City facilities and Caltrans Right of Way damaged by, or as a result of, the Contractor's work under this Contract shall be repaired or replaced, as directed by the Administrator, at the Contractor's expense.
3. The Contractor shall remove from the vicinity of the completed work all rubbish, unused material, and other materials belonging or used under its direction during work.
4. All damages that, in the City's opinion, are due to the Contractor's operations shall be repaired at the Contractor's expense and be completed in accordance with the following maintenance practices:
 - a. Turf areas: All damage as a result of Contractor's operations shall be replaced or repaired at the Contractor's expense. The City shall have sole responsibility to determine repairs or replacement with sod.
 - b. Shrubs and plants: All areas damaged or scratched by the Contractor shall be repaired or replaced by the Contractor.
 - c. Chemicals: All damage resulting from chemical operations shall be corrected, as directed by the City's Contract Officer.
 - d. Trees: Trees damaged by Contractor's operations shall be replaced using the International Society of Arboriculture (ISA) tree appraisal procedures for determining the size of replacement trees.
5. The Contractor, at its own expense, shall pay all taxes properly assessed against its equipment, materials, or property used or required in connection with the work.

Unless otherwise specified, the Contract time shall commence upon the date of issuance of the City's written Notice to Proceed. The Contractor shall commence work within 15 days thereafter or on the date stipulated in the Notice to Proceed.

The Notice to Proceed will not be issued until the Contract is properly executed, and all required bonds and insurance certificates have been submitted and approved.

PERFORMANCE OF WORK

Work shall be continued at all times with such force and equipment as will be sufficient to complete it within the specified time frames. The Contractor expressly proposes that it has taken into consideration and made

allowances for all ordinary delays and hindrances to the work to be performed and that it will complete the work within the specified time frames.

SUSPENSION OF WORK

Climatic Conditions:

The City's Contract Officer may suspend the work whenever weather conditions or conditions resulting from inclement weather are unfavorable for the prosecution of the work. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation. No extension of time will be granted for suspension of work unless the suspension affects the timely completion of all work or the timely completion of a portion of the work for which a time of completion is specified. Determination that the suspension for inclement weather conditions or conditions resulting from inclement weather affects timely completion and entitles the Contractor to an extension of time shall be made and agreed to in writing by the City's Contract Officer and the Contractor on each day that work is suspended.

Safety Hazard:

The City's Contract Officer may suspend operations if they determine that an imminent safety hazard exists.

INITIAL SCHEDULE

Within 48 hours after the Notice to Proceed has been given, and prior to the start of any work, the Contractor shall submit to the City's Contract Officer for approval three (3) copies of its proposed schedule of activities as outlined in Part 3, Technical Specifications. If the City's Contract Officer notifies the Contractor that the schedule is unacceptable, the Contractor shall submit a revised schedule within five (5) working days thereafter.

The schedules shall be in a form acceptable to the City's Contract Officer. The schedule shall also contain a list of all applicable tasks including the time and location of the task, and the labor force used to complete the task.

MONTHLY INSPECTION REPORTS /REVISED SCHEDULES

Contractor shall perform a monthly maintenance inspection of all the Weed Abatement Areas. Contractor shall submit to the City's Contract Officer an inspection report which shall include details of site conditions, the proposed abatement activities, and the maintenance schedule for the quarter in which the monthly inspection takes place. The schedule shall also include anticipated start and end dates for all work to be completed. The Monthly Inspection report and associated schedule shall be emailed to the City's Contract Officer no later than the 7th day of each month. No additional compensation will be made for the Monthly Inspection report and associated schedule.

CHANGES IN WORK

CHANGES INITIATED BY CITY

The City reserves the right to make such alterations, deviations, additions to or deletions from the IFB including the right to increase or decrease the frequencies of any item of work, or to add or omit any item of work or area maintained, and to require such changes in the work as are determined by the Administrator to be necessary or advisable for proper completion or construction of the whole work contemplated.

In the event City desires to add additional facility sites to the Maintained Areas, these additions shall be made at the rates listed in Contractor's Compensation Schedule.

EXTRAORDINARY REPAIRS

Contractor shall process a separate invoice requesting payment for approved extraordinary repairs. All invoices submitted by the Contractor shall be in duplicate.

WITHHOLDING AND DEDUCTIONS

The City may withhold and/or deduct payment to such extent as may be necessary to protect the City from loss due to:

1. Work required in the IFB which is defective, incomplete, or not performed.

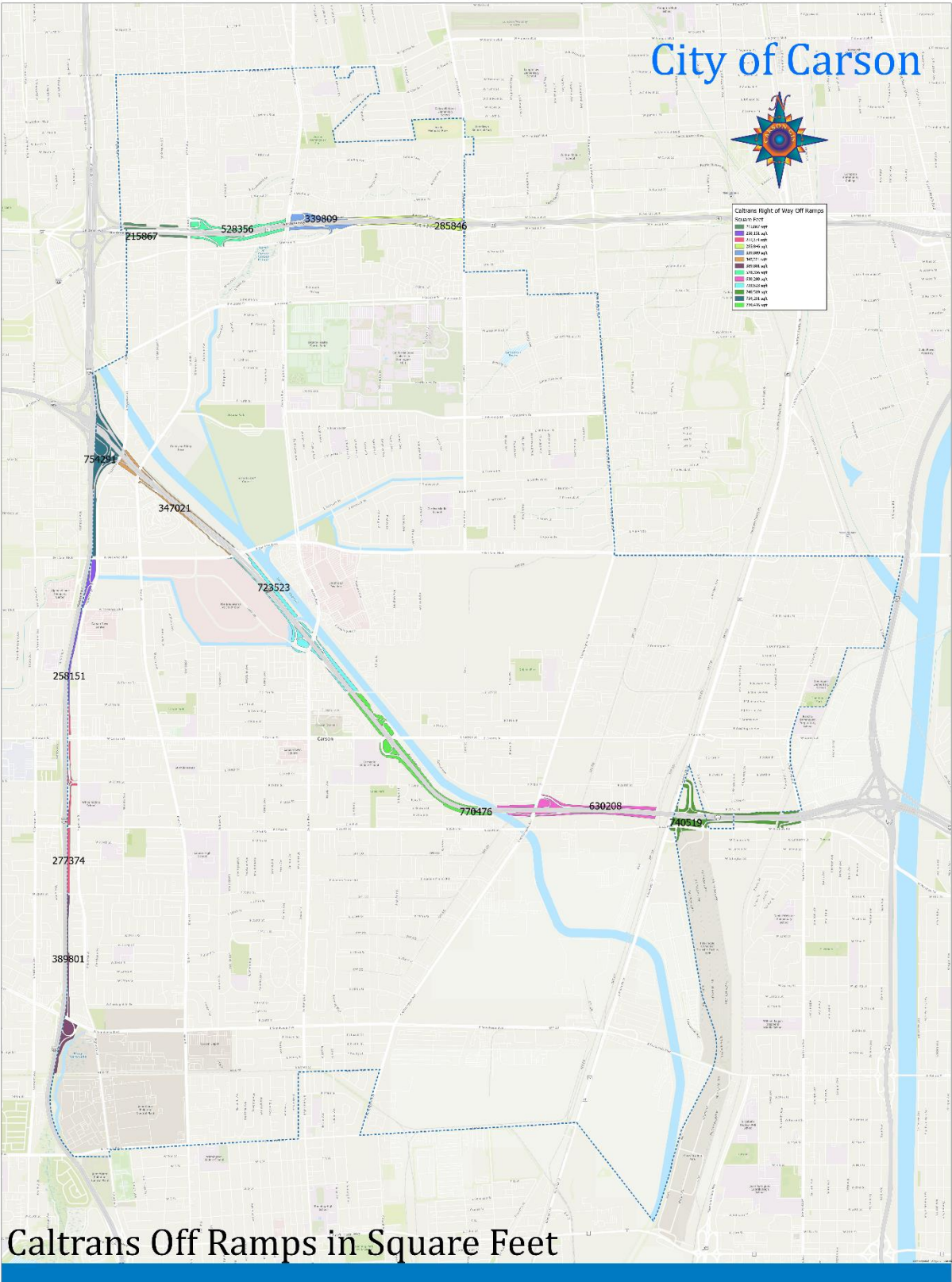
2. Claims filed or reasonable evidence indicating probable filing of claims for damages caused by the Contractor to private or public property.
3. Expenses incurred by the City to perform work required in the IFB that the Contractor performed in a defective or incomplete manner. The Contractor shall be required to pay any excess costs for completing work that is incomplete, not performed or not satisfactory to the City, even if the costs exceed the Contractor's proposed prices.
4. Failure to participate in, fulfill, and/or respond to the scheduled maintenance inspections.
5. Costs incurred by the City due to extra administration and/or inspection times.
6. Failure to notify the City of damage or vandalism, costs for any remedial work in excess of the original cost for repairs may also be deducted and withheld from payments.
7. Failure to submit required maintenance schedules and reports. \$100 shall be deducted for each day that the schedules are not received by the City indicating work to be accomplished by the Contractor. \$100 shall be deducted from the Contractor's monthly invoice for each report that is not submitted by the Contractor identifying facility conditions during Contractor's inspections.
8. Due to the nature of the work, an exact cost cannot be assigned to each task. Therefore, \$100 per day will be deducted for each deficiency that is not corrected by the Contractor.
9. Weed Abatement fines received by the City for a site under this contract and due to the lack in response to the abatement schedule will be deducted from the Contractors submitted invoice.

ITEM NO.	DESCRIPTION	DAILY CREW RATE (8 HOUR WORKDAY TO INCLUDE MIN OF (4) CREW WORKERS AND (1) SUPERVISOR)
1	GENERAL SERVICES SCOPE: WEED ABATEMENT, TRASH/CLEANUP, BASIC TREE WELL MAINTENANCE, ETC.	
2	ADDITIONAL SERVICES: GRAFFITI ABATEMENT	
TOTAL BASE BID AMOUNT		



Caltrans Right of Way Off Ramps

11,247 sq ft
208,346 sq ft
211,124 sq ft
222,546 sq ft
433,397 sq ft
467,121 sq ft
493,348 sq ft
516,346 sq ft
536,284 sq ft
622,547 sq ft
746,278 sq ft
775,218 sq ft
775,218 sq ft



Caltrans Off Ramps in Square Feet