

City of Manhattan Beach Finance Department General Services Division 1400 Highland Avenue Manhattan Beach, California 90266 Phone: 310-802-5568 Fax: 310-802-5590

# **Request for Proposal**

PROPOSAL NUMBER: PROPOSAL TITLE: REQUESTING DEPARTMENT: RELEASE DATE: **DUE DATE:** QUESTIONS:

1166-18 LANDSCAPE MAINTENANCE SERVICES PUBLIC WORKS May 16, 2018 June 18, 2018, 3:00 PM, PST GWEN ENG 310-802-5567 geng@citymb.info

Notice is hereby given that the Office of the City Clerk of the City of Manhattan Beach will receive proposals for landscape maintenance services. Proposals must be submitted in a sealed envelope and clearly marked:

"RFP 1166-18, Landscaping Services"

# Failure to identify the response on the envelope may result in disqualification of the proposal.

Sealed responses must be submitted to: Office of the City Clerk, 1400 Highland Avenue, Manhattan Beach, CA 90266. Responses will not be opened at that time, but will be submitted to the Purchasing Manager for verification and compliance with Specifications and subsequent recommendation to City Council for award of a contract or rejection of the responses, as deemed appropriate. The City reserves the right to make no award.

# Responses received after the deadline will be considered late. Such responses may be returned unopened. Faxed or emailed responses are not acceptable.

Questions concerning this Request for Proposal must be addressed to Gwen Eng, Purchasing Manager, at <u>geng@citymb.info</u>, by May 31, 2018, at 2:00 p.m.

Dated this 16<sup>th</sup> day of May, 2018

Gwen Eng Purchasing Manager

# **GENERAL PROVISIONS**

## Definitions

The following meanings are attached to the following defined words when used in these specifications and the contract: The word "City" means the City of Manhattan Beach, California. The word "Bidder," "Offeror," "Vendor," Supplier" or "Contractor" means the person, firm, or corporation submitting a proposal on these specifications or any part thereof.

For the purpose of these instructions, the word "Bid," or "Proposal" may be used synonymously, and it shall mean, "the offer" made by the Offeror, Bidder, Supplier or Vendor. However, the Bid document itself will dictate whether a Bid or Proposal is required.

# Filing Date

All proposals must be received at or before the time indicated above. Copies of all forms, specifications, and exhibits are available from the office of the Purchasing Manager for the City of Manhattan Beach (310) 802-5567.

# Reservations

The City Council reserves the right to reject any and all proposals received; to take all proposals under advisement for up to 90 days after opening; to waive any informality on any proposal; and to be the sole judges of the relative merits of the material mentioned in the respective bids or proposals received. The Council also reserves the right to reject any item(s), award more than one contract for each of the items, and reject proposals that are not accompanied by the requested information.

## **Bid Form**

- No telephone, faxed or emailed bids/proposals will be accepted.
- If the proposal is made by an individual, it must be signed by the full name of the Offeror and include the Bidder's complete address. If it is made by a firm, it must be signed with the co-partnership name by a member of the firm, and the name and full address of each member must be given. If it is made by a corporation, it must be signed by the proper officer in the corporate name, and the corporate seal must be attached to such signature.
- The phraseology of the proposal must not be altered in any way.
- Proposals are subject to acceptance by the City for a period of 120 days, unless a different period is prescribed in the proposal by the Bidder.

# The Contract

The Offeror to whom the award is made may be required to enter into a written contract with the City. The contract may be in the form of a purchase order or a Formal Service Agreement, or both. A copy of the Invitation to Bid (ITB) or Request for Proposal (RFP), the vendor's proposal and the contract specifications may be attached to, and will form a part of the contract. All materials, supplies, equipment, and services supplied by the vendor shall conform to the applicable requirements of State and Federal Laws covering Labor and Wages, as well as conforming to the specifications herein. In case of default by the vendor, the City reserves the right to procure the articles from other sources and to hold the vendor responsible for any excess costs incurred by the City.

#### Warranties

Offeror shall provide copies of all warranties applicable to the proposed units. Warranties shall be a definite consideration in establishing the relative merits of the proposals.

# Patent Rights

The vendor agrees to save, keep, bear harmless, and fully indemnify the City, its officers, or agents, from all damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights or any person or persons in consequence of the use by the City, or any of their officers and agents, or articles supplies under any resulting contract, and of which the vendor is not the patentee or assignee, or which the vendor is not lawfully entitled to sell.

# Taxes

The City of Manhattan Beach is exempt from paying Federal Excise Taxes. These taxes are not to be included.

# Delivery

All deliveries of such items to be furnished must be made to job sites or City warehouse within the boundaries of the City of Manhattan Beach. Where a specific delivery schedule is required, proximity to that schedule will be a consideration.

# Payments

Complete payment on the contract will be made in approximately 30 days from the complete delivery and acceptance of the merchandise or service, unless alternate terms are proposed and accepted by the City. The City may consider prompt payment discounts when calculating the lowest bid if the end result benefits the City.

# **Errors/Omissions**

The vendor shall not be allowed to take advantage of any errors and/or omissions in these specifications or in the vendor's specifications submitted with the Bid. Full instructions will be given if such errors/omissions are discovered, and vendor agrees to abide by said instructions.

# Force Majeure

Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

# Default

If the vendor fails in any manner to fully perform and carry out each and all of the terms, covenants, and conditions of the award, then the vendor is in default of the contract. The vendor shall be notified in writing of the default status, and will be given a time frame in which to comply. If the vendor fails to comply within the time frame given, the city, at its option, may terminate or cancel the contract, and at the expense of the contractor, complete the contract with an alternate contractor. Such termination shall not affect or terminate any of the rights of the City against the vendor, or which may thereafter accrue because of such default. The foregoing provision shall be in addition to all other rights and remedies available to the city under law. The waiver of a breach of any term, covenant, or a condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

# **Business License**

The successful contractor ( ) will ( ) will not be required to procure a City of Manhattan Beach Business License prior to commencing work. Call Business Licensing at (310) 802-5558 for rate information or to apply for a license.

# **Department Policy for Grant Funded Purchases**

Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or

state funded health care program, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-Procurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the City if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-Procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the City harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

# *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction*

- The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its Principals [as defined at 49 C.F.R. section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

# MANHATTAN BEACH



# Landscape Maintenance Services Specifications



Prepared by the Department of Public Works Stephanie Katsouleas, Director

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#### PART I

#### LANDSCAPE MAINTENANCE SERVICES SPECIFICATIONS

#### 1. PURPOSE

The intent of this Section as it applies to this contract is to clarify the manner in which the various work activities shall be performed as they relate to the routine landscape maintenance including the Downtown Streetscape area, medians, public plaza (City Hall, Metlox, Public Safety Facility), pier parking lots, landscaped areas, athletic fields, school fields, and pier. The term "Contract Administrator" shall mean the City of Manhattan Beach Director of Public Works or his designee.

The contractor shall provide at his own risk and cost all labor, materials, tools, equipment, off-site parking and storage, transportation, hauling, fertilizers, insecticides, chemicals, mulch, seed, water, sand, decomposed granite, chemicals and other items needed to perform landscape work as directed herein.

#### 2. PERSONNEL

Contractor shall only employ competent personnel during the course of this contract. Any person found to be disorderly, troublesome, intemperate, incompetent, or who fails or refuses to perform work properly, acceptably, and as directed, shall, upon notification by the City, be immediately removed from employment under this contract and shall not be re-employed at the City for the remainder of the contract term. Additionally, all personnel employed by the Contractor during the term of this contract shall conduct themselves in a manner that is consistent with servicing a public entity, and to abide by all local, state and federal laws, rules and policies.

Contractor employees shall present a neat and professional appearance. Contractor employees shall dress in a standard uniform consisting of safety orange button front shirts, safety orange tee shirt, and green, brown or navy pants per industry standards. Additionally, Contractor employees shall have in their possession and in plain view at all times a City issued identification card. All Contractor personnel shall be issued, at Contactor expense, any and all task specific personal protective equipment (PPE). ALL PPE shall be in compliance with Federal, State, and Local laws and regulations. Contractor will issue the City of Manhattan Beach a roster of all on-site personnel, and will immediately notify the City of Manhattan Beach of termination, substitution, or absence from said roster. Contractor personnel assigned to mission critical or other sensitive locations or duties may be required to pass a background screening (Live Scan) at Contractor expense prior to reporting to work upon City property.

#### 3. SCOPE OF WORK

The Contractor shall perform all work necessary to complete the contract in a satisfactory manner. The areas to be cleaned shall include turf areas, ground cover areas, hillsides and slopes, shrubs, play equipment, park furniture, barbecues and grills, hot coal containers, sand play areas, hardscape, drain lines, sidewalks, athletic fields, driveways, parking lots and aprons, ditches, catch basins, gutters, curb drains, park accessories, restrooms (open), park and street furniture and waste receptacles.

#### 4. LEVEL OF MAINTENANCE

- (a) All work shall be performed in accordance with standard maintenance standards set forth in Part II of these specifications at City approved frequencies so as to maintain the safety, usefulness, and aesthetic appearance of the landscaped areas acceptable to the City. Standards and frequencies may be modified from time to time as deemed necessary for the proper maintenance of these areas at no additional cost to the City.
- (b) Spot inspections of all areas included in the contract shall be made by the City. The results of each inspection shall be recorded and retained for reference. The City shall allot four (4) hours for monthly inspections. The Contractor shall compensate the City for all time required for inspection and supervision in excess of the above-specified time, including any costs for performing corrective work or causing work to be performed by others providing that:
  - (1) The excess time is, in the opinion of the City, required due to an inadequate level of maintenance, as specified herein.
  - (2) That the Contractor has been informed of the deficiencies within one- (1) working day after the weekly inspection.
  - (3) That the Contractor has failed to correct said deficiencies within one- (1) working day after notification. Compensation shall be charged at the actual rates incurred by the City, including time, mileage, and labor (labor shall be charged at the fully burdened rate as set forth in the current Resolution of Fees). The charges will be billed in one hour increments.
- (c) Notices and penalties for non-performance are set forth as follows:
  - (1) <u>Deficiency Notice:</u> The Contractor is required to correct deficiencies within the time specified by the City. The notice will be served via a web based customer service application, and the 24-hour notification period will begin
  - (2) <u>Withholding of Payment:</u> Provided work under the Deficiency Notice has not been completed, payment for subject deficiency shall be withheld until deficiency is corrected, without right to retroactive payments. The City, based on an estimate developed by the City, shall determine such costs.
- (d) The Contractor's representative shall contact the City three times daily for notification of maintenance item(s) requiring correction.
  - (e) The Contractor shall provide an on-site field supervisor and maintenance crew during normal working hours as determined by the City. All Contractor personnel shall be supervised by a qualified, English-speaking field supervisor in the employ of the Contractor. The Field Supervisor must be <u>on-site</u> and available to report to the Contract Administrator between 8:00 AM and 5:00 PM Monday through Friday. There will be a fifteen (15) minute reporting window upon being contacted by the Contract Administrator and Contractor Supervisor's presence at the requested location.

The Contractor must employ sufficient personnel to perform all work as scheduled and approved by the City.

#### 5. <u>REPORTING</u>

The Contractor or his representative shall make contact with the Contract Administrator or his representative on a thrice daily basis (8:15am, Noon, 4:00pm) and at such other times as may be required by the City to review the performance of the agreement and to discuss any problems or contract related matters as determined by the City.

The Contractor shall submit weekly reports via the City's email and work order management system which reflects the work which has been accomplished. The weekly reports shall be submitted to the Contract Administrator by the first business day following the week for which the work is being reported and shall indicate:

- 1) The areas that have been mowed, edged, de-thatched, aerified, and detailed. Each activity shall indicate the date and time of service for each area where the work was performed.
- 2) For areas which have received fertilizers, pesticides, or herbicides, each application shall indicate the date, time, quantity applied, the square footage covered, and the type of fertilizer or chemical applied.
- 3) The Contractor's Field Supervisor shall carry an email capable smartphone at all times in addition to a City supplied portable radio.

#### 6. EMERGENCY SERVICES

The Contractor shall provide the City with the names and telephone numbers of at least two (2) qualified persons who can be called upon by the City when emergency maintenance conditions occur during hours when the Contractor's normal work force is not present. Such work will be performed for additional consideration. The City shall call for such assistance only in the event of a genuine and substantial emergency. The Contractor shall provide a maximum of one hour personnel response time upon notification. Emergency work will be paid at the hourly rate established by this contract.

#### 7. EXTRA WORK

Extra work is that work not included under the various bid items nor the result of the Contractor's negligence. Extra work shall include but not be limited to: new and/or replacement planting of various plant material. The City will pay for all extra work at a price approved by the City prior to completion of the work. The Contractor shall be responsible for any losses or damage due to his negligence as determined by the Contract Administrator.

The Contractor shall obtain written approval from the Contract Administrator prior to proceeding with any extra work except for emergency repairs. Contractor shall submit a written proposal to

the City when extra work is required or requested by the City. The City reserves the right to have any extra work completed by other contractors or City forces.

#### 8. MINIMUM WORK ORDER

With the exception of an emergency, the City will not require the Contractor to furnish service for less than two (2) hours in any one-day for any extra work. The compensation shall be as shown in the Contractor's Proposal.

#### 9. <u>REPAIRS</u>

City-owned property which is damaged or destroyed through vandalism or fire or which disappears through any unknown source and is repaired or replaced by the Contractor after prior approval by the Contract Administrator shall be reimbursed by the City.

Where public safety is affected, the Contractor shall make immediate equipment repairs or removals and shall report such repairs or removals immediately to the Contract Administrator.

Any work performed by the Contractor, as covered herein, shall be considered as extra work and shall be paid for as specified in Part II, Section 6, "Extra Work" of these specifications. Any damages incurred by the City due to Contractor omission, practice, or action shall be billed to the Contractor.

#### 10. WORKING TIME LIMITS

All work unless otherwise specified, shall be performed between the hours of 7:30 AM and 5:00 PM, Monday through Friday, except park restrooms (which are to be opened at precisely 6:00am 365 days per year). and waste receptacles, which shall be cleaned and serviced seven days a week. Any and all other work on holidays, Saturdays or Sundays is permitted only with prior consent of the Contract Administrator. Please review the attached City of Manhattan Beach holiday calendar for reference.

#### 11. AREAS NOT IN USE

In the event any of the Contractor maintained areas are unusable for any reason, including construction, acts of nature, or vandalism, the Contract Administrator may declare for the purpose of maintenance that an emergency condition exists and that it is out of use. Notwithstanding any provisions contained elsewhere in this agreement, the City reserves the right to perform any repair or construction work it deems advisable, including normal routine maintenance contemplated by this contract, with its own labor and equipment or through a third party. The cost of maintenance in the areas taken out of use will be prorated and deducted from the monthly bill.

In cases of days of inclement weather, Contractor must provide staff to assist the City personnel as needed and directed by Contract Administrator.

#### 12. MATERIALS TO BE PROVIDED BY CONTRACTOR

The Contractor at his own cost and expense shall furnish all necessary equipment, supplies, materials of good quality and in the amounts necessary to fulfill this contract, and to accomplish an acceptable and professional level of maintenance. The City shall have the right to specify the type and manufacturer of supplies and materials used in maintenance of the facilities. These supplies and materials shall include, but not be limited to:

- (a) All necessary top dressings, mulch, seed, water absorbers, wetting agents, fertilizers, chemicals, in-field dirt, amendments, fasteners, rodent control devices, etc.
- (b) Parts necessary will be provided by the City for the repair, and maintenance of all park furniture, accessories, and equipment.
- (c) Staining, materials, and tools necessary to maintain surfaces so treated.
- (d) Shrubs, ground cover, or other plant replacements. The Contractor shall secure the City's approval of the type of each supply, material or equipment prior to its use or installation on facilities. The City may require cut sheets, material samples, or other submittals prior to acceptance. The City will provide water at each site at no cost to the Contractor.

#### 13. ADDITIONAL WORK

The construction of sidewalks, turf areas, play equipment and irrigation system installations, when necessary, may be completed by the Contractor and shall be on a negotiated price basis, provided, however, that the City shall have the option to solicit competitive bids for the accomplishment of such work and may award the bid to the lowest responsible bidder.

#### 14. CHEMICAL CONTROL

Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies, which govern the use, and application of chemicals required in the performance of the work. Chemicals shall include, but not be limited to, fertilizers, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants and repellents.

Contractor shall use the latest IPM (Integrated Pest Management) techniques to minimize the amount of pesticides that are applied as detailed in the City's Least-Toxic Integrated Pest Management Policy (attached). Contractor shall adhere to best management practices in accordance with the requirements of the Municipal Stormwater Permit (stormwater BMPs) to eliminate or reduce non-storm water runoff. In no case shall the Contractor use water to rinse or flush chemicals, fertilizers, oil, or debris of any kind from equipment onto the site and/or drainage or sewage systems. All on site catch basins shall be regularly cleaned by the Contractor in accordance with stormwater BMPs. Contractor shall comply with the City's IPM policy in developing its IPM plan for presentation to the City

Contractor shall apply spray chemicals in the absence of air currents, preventing drift onto adjoining property and preventing any toxic exposure to persons or damage to vehicles and/or other personal or real property whether or not they are in, or near, the project.

Contractor shall submit an overall chemical control plan consistent with the City's IPM policy prior to commencing any Chemical Control Plan within the City. The Contractor's plan shall include the site name, targeted pest, planned methodology, timing and chemicals to be used. Upon completion and approval of the Chemical Control Plan, sample labels and recommendations prepared by a California State licensed Pest Control Advisor shall be submitted to the City. Before any chemical application within the City, the Contractor shall submit a schedule outlining date, location and work to be performed fifteen (15) working days prior to the week of work. Said schedule shall be submitted to the Contract Administrator. Any deviation to said schedule or chemical substitution used shall not be permitted without the written consent of the Contract Administrator.

#### 15. COORDINATION OF ACTIVITIES

Contractor shall coordinate work schedules with the Directors of Public Works, Parks & Recreation, and the Manhattan Beach Unified School District (MBUSD) to prevent conflict with sports programs and activities.

#### 16. WATER CONSERVATION

No watering shall be done when raining and shall be in conformance with City Ordinance No. 2122- Water Conservation.

#### (available online at http://www.citymb.info/Index.aspx?page=1672)

The Contractor shall advise the Contract Administrator of any need to adjust the irrigation schedule. Contractor shall, whenever possible, minimize the use of water during maintenance operations. Watering equipment shall be kept in good working order. Washing of equipment, except when necessary for the safety of and for the protection of equipment, shall be discouraged. In no case shall the Contractor use water to rinse or flush chemicals of any kind from equipment onto the site and/or drainage or sewage systems. The City shall be notified immediately of any water leaks or malfunctioning irrigation systems.

#### 17. SOUND CONTROL REQUIREMENTS

Contractor shall comply with all Federal, State, County and local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract, and shall make every effort to control any undue noise resulting from the operation.

No maintenance functions that generate noise shall be commenced before 7:30 AM, and shall be completed by 5:00 PM.

Mechanical blowers are illegal to use within the City of Manhattan Beach City limits. M.B.M.C. 5.48.330. See <u>http://library2.municode.com/3155/home.htm?infobase=16473&doc\_action=whatsnew</u> for full language regarding leaf blowers

Each internal combustion engine used for any purpose on the project or related to the project shall be equipped with a muffler of a type recommended by the manufacturer and in compliance with current CARB and AQMD requirements. No internal combustion engine shall be operated on the project without said muffler. Said noise level requirement shall apply to all equipment on the project or related to the project including, but not limited to, trucks, transit mixer, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of the public or Contractor's personnel.

#### 18. INCLEMENT WEATHER

Contractor shall not work or perform any operations during inclement weather which may destroy or damage ground cover, turf areas or any other landscaped area. The Contractor shall contact the Contract Administrator for the determination of non-operation conditions.

#### 19. AIR POLLUTION

Contractor shall comply with all Federal, State, County, and City regulatory agencies pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract and shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

The contractor shall employ the least polluting small engines available at the time of contract solicitation. All blowers, vacuums, line trimmers, and mowers must meet the latest CARB and Southern California AQMD standards. Equipment or hardware changes required by increasingly stringent AQMD or any other governmental agency that occur during the life of this contract will be at the expense of the Contractor, and without additional compensation from the City.

Additionally, 30% of the Contractors on-site vehicular fleet shall be comprised of hybrid and alternative fueled vehicles, scaling up to 50% by year three of the contract period. Small electric vehicles may be used in place of internal combustion powered vehicles provided they are street legal and meet all Federal, State, and local laws and regulations.

Material to be disposed of shall not be burned.

#### 20. SPECIAL PROVISIONS TRAFFIC AND DETOURS

(a) <u>General</u> - Contractor shall adhere to the California <u>Work Area Traffic Control Handbook</u> ("WATCH" manual and available through http://bnibooks.com/) and shall provide all labor, materials and equipment to install barriers, guards, lights, signs, temporary bridges, flag-persons; advising the public of detours and construction/maintenance hazards and, on completion of the work, promptly remove all signs and warning devices. Contractor shall be responsible for compliance with additional public safety requirements which may arise during landscape installations at the site. Contractor shall notify the Contract Administrator and the Director of Public Works seventy-two (72) hours in advance of closing or partial closing or of reopening any street or public thoroughfare.

- (b) <u>Responsibility</u> Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the City may direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the City at the Contractor's expense.
- (c) <u>Hauling</u> Spillage onto public or private property resulting from hauling operations shall be immediately removed at Contractor's expense. Contactor is subject to fine for any violation of Federal, State, and local ordinance.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

#### 21. DISPOSAL OF DEBRIS

The Contractor shall promptly dispose of all debris accumulated as a result of maintenance operations and will not allow any debris to remain on the public street or other public property after 4:00 PM on the day on which it is generated, 3:00 PM at all schools and athletic fields.

The contractor shall comply with the City's green waste program. All green waste debris (clippings, leaves, small branches, plant matter of any kind) collected during maintenance operations shall be placed in a City provided roll off container designated for green waste.

Additionally, contractor shall make every effort to eliminate landfill green waste through "green" maintenance practices. The contractor shall grass cycle by use of mulching attachments on all mowers. All woody green waste shall be chipped and spread as mulch as directed by the Contractor Administrator. Under no circumstances will the contractor be allowed to dispose of whole branches or woody debris without first chipping into usable mulch.

Debris is defined as all foreign matter not specifically designated a greenwaste. Disposal of debris shall be performed at no additional cost to the City and shall be considered to be included as part of the Contractor's bid price.

Debris may be disposed of at the Public Works Facility, 3621 Bell Avenue, Manhattan Beach, CA. Contractor shall dump refuse directly into designated roll off containers. The dumping of debris at City cost will be considered a privilege, and may be revoked for non-compliance with the City's disposal policies, including commingling of green waste with refuse. Hazardous waste of any kind shall not be disposed of on City property. Any additional costs to the Contractor associated with revocation of dumping privileges will be at the expense of the Contractor, and without additional compensation from the City.

#### 22. MAINTENANCE SCHEDULES

The Contractor is required to furnish annual, monthly, weekly, and daily maintenance schedules to include planned activities for all persons performing any function of the contract. The weekly schedules shall be submitted to the Public Works Department no later than the Wednesday before the start of the scheduled weekly maintenance period.

#### 23. COORDINATION OF SPECIFICATIONS AND SPECIAL PROVISIONS

These specifications, special provisions and all supplementary documents are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. Special provisions shall govern over specifications.

#### 24. AUTHORITY OF THE CITY

The City or authorized representative shall decide all questions which may arise as to the quality or acceptability of work performed and as to the manner of performance and rate or progress of the work; all questions which arise as to the interpretation of the specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to claims and compensation. The City's decision shall be final and shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

Whenever the Contractor is not present on any part of the work where it may be desired to give direction, orders within the scope of these specifications may be given by the City or his authorized representative and the Contractor shall instruct his operators to follow these orders as though they had been issued by the Contractor.

#### 25. FAITHFUL PERFORMANCE BOND

As a part of the execution of this contract, the Contractor shall furnish to the City a bond payable to the City in the form of a faithful performance bond as set forth in these specifications. The performance bond shall be secured by a surety company acceptable to the City, conditioned upon the faithful performance of all covenants and stipulations under this contract. The amount of the bond shall be executed in the sum of two hundred fifty thousand dollars (\$250,000.00). The faithful performance bond shall remain in force for the entire term of this contract.

#### 26. SUSPENSION OF CONTRACT

If at any time, in the opinion of the City, the Contractor has failed to supply an adequate working force, or equipment of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof, in writing, will be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Contract Administrator or his authorized representative, within the time specified in such notice, the City in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor's control shall terminate, and thereupon the City may hire such force and buy or rent such additional machinery, tools, appliances and equipment, and buy such

additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the work and for the completion thereof; or may employ other parties to carry the contract to completion; employ the necessary workmen, substitute other machinery or materials, and purchase the materials contracted for, in such a manner as the City may deem proper; or the City may annul and cancel the contract and relet the work.

Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all money due the Contractor or retained under the terms of this contract shall be forfeited to the City; but such forfeiture will not release the Contractor or his sureties from liability for failure to fulfill the contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such non-compliance with the contract as to warrant the suspension or annulment thereof, the decision of the City shall be binding on all parties to the contract.

#### 27. TERMINATION OF CONTRACT

Notwithstanding any other provision of these specifications and contract documents, the contract for landscape maintenance services may be terminated for no cause at any time by the Contractor upon ninety (90) calendar days advance written notice, delivered as certified mail by the United States Postal Service. The City of Manhattan Beach may terminate for no cause at any time upon thirty (30) calendar days advance written notice, delivered as certified mail by the United States Postal Service.

#### 28. SUBLETTING AND ASSIGNMENT

The Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control. Subcontractors will not be recognized as such, and all persons engaged in the work will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract and specifications. The contract may be assigned only upon written consent of the City Council or its designated agent.

#### 29. LAWS TO BE OBSERVED

The Contractor shall keep himself fully informed of, and in compliance with, all Federal and State and County laws and all municipal ordinances and regulations of the City of Manhattan Beach 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 all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

#### 30. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Neither the City nor any other officer, employee or agent of the City of Manhattan Beach shall be personally responsible for any liability arising under the contract. The Contractor shall indemnify and save harmless the City of Manhattan Beach along with their officers, employees, and agents from any suits, claims, or actions brought by any person or persons for or on account of any injuries or damages sustained or arising in the conduct of this contract or in consequence thereof. Said hold harmless agreement shall include the requirement that the Contractor shall be responsible for all attorney fees and other defense costs resulting from any suits, claims, or actions specific to the above.

Coincident with the execution of any contract hereunder, the Contractor shall procure a policy of general and liability insurance in a company listed in the current Best Insurance Guide with a rating of A+, authorized to do business in the State of California, protecting the City of Manhattan Beach against any and all liability for death, injury, loss, or damage to person or property arising out of or in any manner incident to Contractor's operations under any contract that may be let pursuant to these specifications; provided that nothing herein contained shall be considered as requiring the exclusion of the contractor as an additional insured in the policy herein required. Such policy of insurance shall contain not less than the following limits of liability:

Minimum limits of One Million Dollars (\$1,000,000.00) combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the Contractor.

The Contractor shall, coincidentally with the submittal of necessary bonds, deliver a certificate of insurance, on a City General Endorsement Form and a City Auto Endorsement Form (See Exhibits A and B on pages 52 - 55) furnished by the City, to the City for approval as to form and sufficiency, and the contract shall not be effective, for any purpose, until such insurance endorsement is so delivered and so approved. The Construction or Service Contract Endorsement form, which shall be completed by the Contractor's insurance carrier, is attached to and made a part of these specifications. The City's forms of General and Auto Endorsement shall be completed and filed with the Certificate of Insurance. Contractor shall pay, at his own expense, all premiums upon said policy and shall maintain the same in full force and effect during the life of the contract. The procuring of such policy of insurance on Contractor's part of the indemnification provisions of the contract; Contractor's liability being, notwithstanding said policy of insurance, for the full and total amount of any damage, injury, or loss caused by or incident to Contractor's operations under the contract.

#### 31. WORKERS' COMPENSATION INSURANCE

The Contractor at all times shall keep fully insured at his own expense all persons employed by him in connection with the contract as required by the "Workmen's Compensation Insurance and Safety Act" of the State of California, and shall hold the City free and harmless from all liability that may arise by reason of the injuries to any employees of the Contractor who are injured while performing any work or labor necessary to carry out the provisions of this contract. The Contractor shall, during the life of the contract, keep on file with the City evidence that the

Contractor is fully and properly insured as required by said act which shall be approved by the City as to form and sufficiency.

# 32. TERM OR CONTRACT

This contract shall be for a period of five years commencing **September 1, 2018** and extending through **June 30, 2023** unless previously terminated as hereinbefore provided. The Contractor shall commence work no later than **September 1, 2018** and shall diligently prosecute the work through the duration of the contract term. If it is mutually agreeable to the Contractor and the City, the term of the Agreement may be extended in increments of two (2) two-year renewal periods, not to exceed a total contract period of 9 years. The City reserves the right to cancel the contract without cause upon immediate notice by the City to the Contractor. Contractor may cancel the contract upon 90 days written notice to the City. The City shall retain the right not to exceed five years.

#### 33. COMPENSATION

- (a) For all of the routine landscape maintenance which the Contractor is obligated to perform under the terms of this contract the City shall pay to the Contractor once each month a sum equal to the monthly price bid in the Contractor's Proposal, or as amended by any subsequent adjustments thereto as provided hereinafter. Monthly payments shall be made by the City in arrears, not later than the fifteenth (15th) day of the month following the month for which payment is made.
- (b) The invoice shall be prepared and delivered in a form specified by the City

#### 34. CONTRACTOR'S PROPOSAL

The Contractor shall submit the proposal prices on the appropriate forms provided in the response forms section to indicate the amounts for the routine landscape and site maintenance at each work area. The form also requires an apportioned amount to indicate the cost for the various activities of each work site, per occurrence, per month, and per annum. These apportioned amounts shall serve as the basis for determining any adjustments in the contract, either for deficiencies in work performed according to the terms of the contract or to allow for additions, deletions, modifications or substitutions to the scope and/or frequency of work at any site. Modifications, if required, shall be at the sole discretion of the City.

#### PART II

#### TECHNICAL SPECIFICATIONS PARKS, SCHOOL FIELDS, DOWNTOWN STREETSCAPE, PARKING LOTS, MEDIANS, PUBLIC PLAZA (CITY HALL, PUBLIC SAFETY FACILITY, METLOX), AND PIER AREA

#### 1. GENERAL

The maintenance work for the City of Manhattan Beach has been organized into a list of specific work activities. Contractor shall verify all estimates and make seasonal adjustments to maintenance intervals as required. The City shall not be responsible for any errors or omissions.

#### 2. TURF MAINTENANCE

(A) <u>Mowing and Edging</u> -Turf areas shall be mowed, edged and/or trimmed as needed, once per week at a minimum unless specifically scheduled otherwise. Occasionally, certain athletic fields will require twice weekly mowing too maintain playability, especially during periods of hot weather or for tournament play. Turf areas consisting of cool season grasses shall be mowed before reaching three and one-half (3-1/2") inches in height and shall be mowed no lower than one and one-half (1 1/2") inches in height, unless specifically instructed by the Contract Administrator.

Turf areas consisting of warm season grasses shall be mowed with a reel mower and according to the season. During dormant periods, the warm season grasses shall be mowed as needed to maintain turf at 1/2" to 3/4" in height. During the growing season, the warm season grasses shall be mowed to maintain a 3/4" height. The City may request the Contractor to vary mowing heights for special events and conditions, and as directed by the Contract Administrator.

The City shall provide a schedule of designated times and locations for certain mowing operations. The Contractor shall submit a mowing schedule of days and times for those turf areas not specifically called out within the included mow schedule. The Contractor shall maintain the approved schedule unless a change is authorized or directed by the City.

Debris shall be lifted the same day of each mowing, trimming, or edging operation and shall be removed from the fields per Contract specifications.

Turf shall be trimmed to the edge of sidewalks, curbs, mow strips, retaining walls, posts, valve boxes, controllers, light standards, and any paved surface. Turf shall be kept trimmed or sprayed with a non-selective contact herbicide for a distance of eighteen (18) inches from all tree trunks.

Contractor shall exercise care not to spray tree trunks with any chemicals or injure the tree trunks with any chemicals or mechanical equipment. Contractor shall be liable for any damages to landscapes and planted materials arising from the improper or negligent operation of mowers, string trimmers, and/or chemical application.

Contractor shall be required to clean any and all turf care equipment as needed to prevent cross contamination of turf areas with non-desirable grasses and/or noxious weeds. If the Contract Administrator deems that cross contamination of any landscaped area with invasive grasses or weeds is attributable to the horticultural practice or lack thereof on the part of the Contractor, the City shall hold the Contractor liable for any and all costs associated with returning the landscaped area to original condition.

- (B) Watering -An automatic irrigation system is provided for the Contractor's benefit to maintain optimum soil moisture content to ensure healthy, vigorous growth, but shall not be intended as the only means of irrigation. Hand watering may be required in some areas. The City shall control and maintain the operation of the irrigation system except in those areas specifically called out as Contractor maintained and operated. and contractor shall perform maintenance as directed by Contract Administrator. The Contractor shall report any malfunction and present any request for adjustment of the system to the Contract Administrator. Should there be an interruption of electrical power or malfunctioning of the controller or control valves for more than two (2) consecutive days, the Contractor shall be required to water by other means if necessary to prevent deterioration of the areas involved without additional cost to the City. The Contractor shall be responsible for providing control and monitoring irrigation operations to provide sufficient water for optimum growth with a minimum of water run-off. Unnecessary flooding or excessive watering shall be corrected as guickly as possible.
- (c) <u>Fertilization</u> Prior to fertilizer applications, notification shall be made as required in Part I, Section 13, of these specifications. A City representative shall verify the fertilizer quantity and quality at the site at the time of each application. The type, quantity, time, location, and coverage of fertilizer applied shall be indicated in the weekly report. Contractor shall adhere to all Ocean Safe Campaign practices to eliminate or reduce non-storm water runoff Contractor shall adhere to item number 13, <u>Chemical Control</u>, as provided in the <u>General Specifications</u> to eliminate non-storm water runoff. In no case shall the Contractor use water to rinse or flush chemicals, fertilizers, oil, or debris of any kind from equipment onto the site and/or drainage or sewage systems.

Cool season turf grasses shall receive fertilization at the following rates and intervals: five (5) pounds of ammonium sulfate, 21-0-0 per 1,000 square feet per application, in early March, early May and early October. In late November the cool season grasses shall receive one application of six (6) pounds of complete fertilizer, 16-16-6 plus trace elements per 1,000 square feet.

Warm season turf grasses shall receive fertilization at the following rates and intervals: Bermuda grass shall receive two (2) pounds per 1,000 square feet of ammonium sulfate, 21-0-0 per application in early February, March, April and May. In early September, October and November, the Warm season turf grasses shall receive five (5) pounds of complete fertilizer 16-16-6 plus trace elements per 1,000 square feet per application.

Hybrid Bermuda grasses shall receive six (6) pounds of complete fertilizer 16-16-6 plus trace elements per 1,000 square feet per application in early October, November, January and March. In early April, May, July and late August hybrid Bermuda grasses shall

receive two (2) pounds of ammonium sulfate 21-0-0 per 1,000 square feet per application. The Contractor will be responsible for thoroughly watering the day before fertilization and thoroughly again immediately after application of any fertilizer.

The fertilizer applications shall be applied immediately after the aerification and thatch removal operations. The cost for fertilizers shall be included within the price of the contract.

(D) <u>Insect, Disease and Pest Control</u> - The Contractor shall provide complete insect, disease, and pest control as necessary and as directed by the Contract Administrator. The Contractor shall obtain the Contract Administrator's approval fifteen days prior to the use of any chemical, mechanical, or any other method of control. The cost for control chemicals, materials, devices, and services shall be included with the price of the contract.

Contractor shall adhere to all Ocean Safe Campaign practices to eliminate or reduce nonstorm water runoff. Contractor shall adhere to item number 13, <u>Chemical Control</u>, as provided in the <u>General Specifications</u> to eliminate non-storm water runoff. In no case shall the Contractor use water to rinse or flush chemicals, fertilizers, oil, or debris of any kind from equipment onto the site and/or drainage or sewage systems.

- (E) <u>Weed Control</u> All vegetation shall be sprayed and removed for a distance of eighteen (18) inches from tree trunks to form tree wells or mulch rings. Any additional weed control in turf areas shall be as needed or as directed by the Contract Administrator. Weed control required and approved within turf areas by the Contract Administrator shall be included in the monthly costs for the various locations.
- (F) Soil Aerification Turf aerification shall be accomplished quarterly, once just prior to spring fertilizer application. The entire turf areas shall be aerated with a self-propelled machine that removes cores of soil 3/4" in diameter by four (4) to six (6) inches long, spaced no more than six (6) inches apart. Soil shall be moist to a depth of at least six (6) inches before aerifying. One of the aerifications shall be done immediately after thatch removal operation required in early October. Cores shall be removed as directed, from the field during or immediately after aerification. Contractor shall be responsible for any and all damages to sprinkler heads, piping, valve boxes, etc. during the aerification process, and shall return any damaged components to full operation upon completion of aerification activities.
- (G) <u>Thatch Removal</u> Thatch shall be removed with a vertical slicing mower once a year in early October from all turf areas as directed by the Contract Administrator. Care shall be taken to avoid unnecessary or excessive injury to the turf grass stand. Sweep or rake the dislodged thatch from the turf areas and remove from the park site. After the thatch is removed, turf shall be aerified, fertilized, and watered. Contractor shall be responsible for any and all damages to sprinkler heads, piping, valve boxes, etc. during the de-thatching process, and shall return any damaged components to full operation upon completion of de-thatching activities.

(H) <u>Rehabilitation</u> – The contractor will be held responsible for the establishment and maintenance of renovated and newly hydro-seeded turf areas. The maintenance period shall be ninety (90) days form the date of project acceptance.

#### 3. SHRUB AND GROUND COVER MAINTENANCE

- (A) <u>Pruning and Trimming</u> Ground cover shall be kept trimmed to the edge of sidewalks, light fixtures, driveways, mow strips, retaining walls, and buildings. Ground cover shall be kept one (1) foot from fences, property lines, trees, and shrubs. In no case shall ground cover be allowed to climb walls, fences, light fixtures, buildings, shrubs and trees. Exceptions will be noted by the Contract Administrator.
- (B) <u>Watering</u> See Part II, Section 2b
- (C) <u>Fertilizing</u> Ground cover and shrub areas not covered elsewhere shall be fed between February and April with a complete slow-release fertilizer (Osmocote or approved equal), 16-16-6 plus trace elements at the rate of 275 pounds per acre, or approximately six (6) pounds per 1,000 square feet. Water thoroughly the day before fertilizing and thoroughly again immediately after the application of the fertilizer. Wash all fertilizers from plant foliage immediately after application.
- (D) Insect, Disease and Pest Control See Part II, Section 2d
- (E) Weed Control - A pre-emergence and post-emergence program shall be maintained by the Contractor for the entire duration of the contract. Ground cover and shrub areas shall be weeded before any weeds reach four (3) inches in height, and at a minimum of once weekly. Pre-emergence herbicide shall be applied in early March and again in early September according to the manufacturer's recommendation each year in all ground cover areas. Post-emergent herbicide shall be applied as needed, as directed, and the type approved by the Contract Administrator depending upon the type of ground cover involved. Serious pest weeds, such as yellow nutsedge, Bermuda grass and Bindweed shall be spot treated with portable sprayer or wick wand as needed with an effective herbicide and applied per manufacturer's recommendations. Water shall not be applied to treated areas for forty-eight (48) hours after each application. The Contractor shall notify the Contract Administrator to have the irrigation system adjusted appropriately when weed controls are applied. Sprayed weeds shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied as above. After a complete kill, all dead weeds shall be removed from the park site. Nutsedge shall be treated a minimum of once per month until complete control is achieved as specified above.

#### 4. <u>PARKS and PUBLIC PLAZA MAINTENANCE (City Hall, Metlox, Manhattan Beach</u> <u>Arts Center, Public Safety Facility)</u>

#### (A) <u>Deficiency Report</u>

Contractor shall report any major deficiency or the need of replacement for any item herein listed to the Contract Administrator. The Contract Administrator will then determine the extent of the removal or replacement, if any. The Contractor will be reimbursed for expenses in excess of five hundred dollars (\$500) annually for replacement and repair of equipment, furniture and accessories (excluding lighting equipment) and facilities due to normal wear and tear. Such work for replacements or repairs made in excess of five hundred dollars (\$500) for the year shall be considered as extra work and shall be paid for as specified under Proposal. Where public safety is affected, the Contractor shall make immediate equipment repairs or removals. The Contractor shall report such repairs or removals to the Contract Administrator.

#### 5. <u>PARKS and PUBLIC PLAZA (FACILITIES MAINTENANCE) FURNITURE AND</u> <u>ACCESSORIES</u>

(A) <u>General</u> - Contractor shall be responsible for the custodial maintenance of play equipment, park furniture and accessories, including, but not limited to benches and picnic tables. Custodial maintenance shall include such items as sweeping, cleaning, replacing missing screws, bolts and fasteners, handles, and any other minor items necessary for safe and proper operation of a facility or equipment. Graffiti shall be reported as soon as discovered to the Contract Administrator.

Picnic tables, hot coal containers, and concrete slabs that the furnishings set upon must be cleaned and serviced a minimum of three times weekly, (Friday, Saturday, Monday) during the summer months, and a minimum of twice a week during the remaining year.

Contractor shall immediately report any deficiencies, or the need for replacements for any item herein listed to the Contract Administrator. The Contract Administrator will then determine the extent of the removal or replacement, if any. Where public safety is affected, the Contractor shall make immediate equipment repairs or removals. The Contractor shall report such repairs or removals to the Contract Administrator.

Contractor shall also be responsible for custodial maintenance of the Public Plazas public right-of-way, alleys, gutters, sidewalks, equipment, public furniture and accessories including, but not limited to, benches, light poles, signs, and trash receptacles. Maintenance shall include such items as miscellaneous sweeping and cleaning in public areas and collection of City trash containers in public areas and adjacent parking lots. Wooden site furnishings (jarrah wood) shall be inspected for splinters and oiled with a City approved penetrating oil on a twice monthly basis. Maintenance shall also include cleaning of the glass and moving hand rails on the four (4) escalators at the Metlox facility daily. The Public Plazas shall be cleaned to the satisfaction of the Contract Administrator seven (7) days a week.

#### 6. CLEAN-UP

After Contractor has completed all operations in these specifications, the Contractor shall remove and dispose of all clippings, cuttings, trimmings, weeds, leaves, paper, trash, and other debris existing or due to his operations from the site, at the end of each day's work. All litter and debris shall be cleaned from all areas as required or as directed by the Contract Administrator.

No grass clippings or other materials may be deposited or left in the curb area or on the street. All clippings must be removed immediately by hand sweeping. Washing any material down the street gutter is strictly prohibited. Any deviation of this requirement is in conflict with the Clean Water Act and will be dealt with accordingly.

#### 7. IRRIGATION SYSTEMS

Contractor shall have one full-time employee and one part-time employee on staff, experienced and seasoned irrigation professionals. Said employees must be familiar with Rainbird Maxicom, Leit Solar, and Irritrol control systems operation and adjustment. The City has standardized on Rainbird components, and any off brand or legacy equipment encountered in the field shall be brought up to current standards when serviced, repaired or replaced. Irrigation systems shall be inspected a minimum of once per week for operation, water volume, and sprinkler alignment. During the summer and times of Santa Ana wind conditions, the systems shall be monitored daily for proper function. The Contractor shall notify the Contract Administrator immediately, in writing, if any part of the system is damaged, malfunctioning, or creating excessive water runoff. The cost of inspection of the irrigation systems shall be included in the monthly costs for the various locations. Repairs and adjustments will be performed by the contractor, under the supervision of the Contractor Administrator or his/her designee.

The Contractor shall be wholly responsible for irrigation repair, maintenance, monitoring, and adjustment at school sites and street medians per the attached schedule. The Contractor shall only be responsible for the monitoring and reporting of deficiencies of irrigation at the remaining sites identified in this proposal. Repairs and adjustments at these locations will be completed by City personnel, except in areas specifically designated to be maintained by the Contractor. All irrigation repair and replacement parts will be furnished by the City. The City will not reimburse the Contractor for parts damaged by Contractor operations, including those parts skinned, cut or otherwise rendered unusable due to edging, mowing, aerification, dragging, or towing operations. This includes the replacement of irrigation boxes and lids, specifically lids lost due to being unsecured with the manufacturer provided stainless steel locking bolts.

Due to constantly changing weather conditions, watering duration and frequency will of necessity require regular and constant adjustment. City personnel shall adjust automatic sprinkling timers only in areas under its control as necessary to accommodate changes in the weather. If during maintenance operations an irrigation system is manually operated and left flowing, or misadjusted and is over or under watering due to Contractor error or omission, City crews will either shut off or

adjust the system for proper operation, and deduct the incurred labor charges from the Contractor's monthly payment. The charges will be determined as set forth in the City's current Resolution of Fees. Additionally, if landscaped areas are damaged by lack of water, and it is determined that the damage is the direct result of error or omission on the part of the Contractor, the Contractor shall be liable for the return of any landscaped are to original condition and without further compensation from the City. Contractor shall perform additional watering during periods of hot weather for areas that are hand watered.

#### 8. <u>WOOD CHIP AND RUBBER MULCH AREA MAINTENANCE: (1) VETERAN'S PARKWAY</u> <u>AND (2) TOT LOTS</u>

(1) **VETERAN'S PARKWAY**: Wood chips (type based on Contract Administrator's specification) will be furnished and placed upon the Veterans Parkway and maintained at a two (2") to four (4") inch depth. The Veterans Parkway chip pathway shall be serviced a minimum of once a week to ensure a safe and attractive walking and running surface. The Contractor shall remove any and all vegetation or foreign materials from the wood chips and dispose of same off-site. The Veterans Parkway shall be replenished as necessary to maintain the specified chip depth.

(2) **TOT LOTS**: Wood chip areas in play areas shall be kept evenly spread at a uniform 4 (4") to six (6 ") inch depth. Wood chips (type based on Contract Administrator's specification) will be furnished and shall be placed and maintained at a two (2") to four (4") inch depth. Contractor shall remove weeds and debris as required herein. Where divots or displacement occurs due to heavy activities (swing set areas, merry-go-rounds, climbing apparatus, etc.).

Rubber chip play areas shall be maintained to design specification to maintain ASTM fall attenuation zones. Rubber chips displaced by children during the day are to be swept back into containment areas daily before 9:00 AM 7 days a week. During periods of inclement weather, the Contractor shall pump out any standing water within 24 hours of storm event.

Once per year the Contractor will furnish wood chips to each City park site (as directed and determined by the Contract Administrator) and the entire length of Veteran's Parkway for replenishment (type based on Contract Administrator's specification). The Contractor shall spread the wood chips evenly over the entire wood chip areas to a uniform depth.

Weeds shall be pulled and removed from non-vegetative areas before reaching four (4) inches in height. <u>No chemicals or pesticides of any kind are to be used in tot lots and/or children's play areas, regardless of play surface (sand or wood chip)</u>

#### 9. DECOMPOSED GRANITE AREAS MAINTENANCE

Decomposed granite areas shall be kept in a neat and clean condition, free from weeds and debris. As needed throughout the year, the decomposed granite areas will be resurfaced as needed to maintain a safe and conforming surface or as directed by the Contract Administrator. Contractor shall resurface the area by filling in low or worn areas with new decomposed granite to eliminate ponding of water. The decomposed granite shall be placed to a minimum thickness of four (4) inches; then smoothed, raked and watered prior to compaction with a vibratory plate compactor or other approved device.

## 10. SAND PLAY AREAS MAINTENANCE

Play areas covered by sand shall be kept free from weeds, litter, and debris. Sand and shall be kept in a leveled condition as directed by the Contract Administrator to prevent the development of large holes or the exposure of equipment footings or foundations. Where divots or displacement occurs due to heavy activities (swing set areas, merry-go-rounds, climbing apparatus, etc.), contractor shall re- distribute the sand 7 days a week. Sand areas shall be tilled and maintained in a manner so as to eliminate the presence of densely compacted conditions. Play areas shall be checked daily before 9:00 a.m. for broken glass and hazards which require immediate correction. Sand shall be swept from adjoining walkways on a daily basis. Replenishment of sand shall be with like material and samples provided and approved prior to field installation.

No chemicals or pesticides of any kind are to be used in tot lots and/or children's play areas, regardless of play surface (sand or wood chip)

# 11. <u>ROSES</u>

Rose areas shall be maintained in accordance with the descriptions of work as described herein.

Replacement of roses shall be made when bare root plants are available. The replacement of roses for reasons not caused by the Contractor's negligence shall be considered extra work and paid for as covered in Part II, Section 6, <u>Additional Work</u>. Before commencement of additional work , a written proposal shall be submitted to the Contract Administrator for approval.

#### (A) <u>Watering</u>

The existing irrigation system is controlled automatically by time clock. Watering of roses shall be done as needed to keep the roses healthy.

(B) Pruning

All roses shall be pruned as needed during the month of January or February. The Method of Pruning shall be determined in the field by the Contract Administrator.

#### (C) Fertilizing

Roses shall be fertilized three times a year as directed by the Contract Administrator.

#### (D) Mulching

Two (2) inches of recycled mulch shall be applied to the rose beds during the month of February.

#### (E) Litter Control

All litter and debris shall be cleaned from the rose areas as needed.

#### 12. FENCING

The fencing at all facilities shall be inspected by the Contractor on a weekly basis, and kept free of all weeds, grass, etc. Contractor shall notify the City of any repairs required to the fencing and it shall be the City's responsibility to repair.

#### 13. BASEBALL, SOFTBALL, AND SOCCER FIELD MAINTENANCE

The baseball and soccer fields are to be inspected 7 days a week; baseball fields shall be fully maintained on a Monday, Wednesday, Friday schedule during the playing seasons. During the off seasons, the fields shall be maintained on an as-needed basis as determined by the Contract Administrator, normally two to three times a week. If heavy maintenance is performed, the infield shall be temporarily fenced off and closed, including those periods of complete off season closure for the establishment of newly seeded or sodded turf infields. All field turf shall be maintained in accordance with general turf maintenance requirements. The turf areas shall be checked 7 days a week for holes, which shall be filled immediately. Additionally, all bleachers, trash receptacles, and drinking fountains are to be serviced and inspected 7 days a week. This work shall be completed before the times scheduled for use of the fields.

Baseball field maintenance includes watering, nail dragging, heavy dragging, filling of low and/or sunken areas, installing and maintaining base pegs and overall field dimensions, burning and maintaining of foul lines, raking and sweeping all dugout areas and batting cages of debris, and removing any standing water puddles and/or mud holes.

Soccer field maintenance includes filling of divots and low areas, maintaining foul lines, maintaining the field free of trash and debris, and removing water puddles and mud holes.

Recognizing that baseball diamonds and soccer fields are high-use facilities, and that their proper care and maintenance is critical to the safety and well-being of the user-public as well as a deterrent to liability litigation, it is necessary to establish standards to insure adequate playing conditions.

REMOVE AND REPLACE HOMERUN FENCING AT MARINE SPORTS COMPLEX: Once per year (as directed by the Contract Administrator) fencing will be removed for Soccer season and reinstalled for Baseball season.

#### (A) General

The safe condition, playability and maintenance of baseball and softball diamonds shall be the responsibility of the Contractor, under the supervision of the Contract Administrator.

(1) The Contractor shall be charged with the overall responsibility for the condition and maintenance of the diamonds. The Contractor shall, on a daily basis, observe the conditions of the diamond and take those measures necessary to insure the suitability of the diamond for play.

"Suitability for play" shall be defined as follows:

A diamond shall be deemed suitable for play when it is smooth and free of debris, water, mud, rocks, pebbles, ruts, berms, low areas, divots and any unnamed condition deemed hazardous.

All fields shall be inspected by 9:00 a.m. each day for the above conditions. Standing water and muddy brick dust must be removed and replaced with suitably dry material immediately. It is the contractor's responsibility to make every effort to bring a field into acceptable condition during periods of intermittent inclement weather.

(2) The Contractor's employee shall, on or before October 1 each year, meet with the Director of Parks and Recreation and the Director of Public Works or appointed representative to inspect each ball diamond and determine necessary heavy maintenance work to be completed prior to the opening of baseball/softball season. The Contract Administrator shall direct the Contractor as to the type and application rate of all turf seeding, if required.

(3) It shall be the responsibility of the Contract Administrator to make arrangements with the Contractor for the heavy maintenance deemed necessary. (planning, dragging, importing of brick dust, aerification, fertilization, seed planting, etc.)

(4) It shall be the responsibility of the Contractor to notify the Contract Administrator of any heavy maintenance work needed during the playing season.

(5) Contractor personnel shall be responsible for the installation of base anchors, pitcher plates, and home plates. As assigned by the Contract Administrator, Contractor personnel shall be responsible for the burning in of foul lines in advance of the playing season, if so directed.

The foul lines and out-of-bounds lines on the grass should be "burned" in, in order to last all season. In making the diamond, a string should be drawn from the back point of home plate to the outside edge of first base, and through to the foul pole, and then from the point of home plate to the outside edge of third base to insure straight lines and ease of marking.

(B) Initial Preparation of Ball Diamonds as Done by Contractor Personnel During the Baseball Season

(1) The Contractor is to complete initial preparation of the diamonds. During the baseball season, diamonds must be cared for Monday, Wednesday, and Friday to provide a continuing high standard of condition. Such preparation is described, sequentially, below.

#### (2) Preliminary Watering

Home plate and pitcher's mound will receive the heaviest watering, as these areas get the most use during actual playing time. Slightly less water will be applied to first, second and third base areas. The entire skinned area of the playing area shall be watered Monday, Wednesday, and Friday to ensure a lightly compacted, uniform, level, and dust free playing surface

#### (3) Leveling

Using a garden rake with a two-foot metal strip welded to the back, the soil in the batter's box and pitcher's mound should be loosened, raked, watered, shaped, leveled and tamped down firmly.

As needed, the Contractor shall use a high-pressure water jet to dislodge brick dust from the turf / infield brick dust margins to avoid a build up of brick dust along the turf/ infield margins

(C) Watering

(1) The diamond shall be watered thoroughly with the proper amount of water to provide a suitable condition for dragging. As a rule, the appearance of small water bubbles should indicate sufficient watering. A thin layer of water on the surface is not sufficient. A fine spray of water shall be used.

(2) In all watering of the diamonds, the correct procedure is to water away from yourself with the hose to the rear. Do not walk on the watered areas.(D) Dragging

(1) Brick dust diamonds require moisture penetration to prevent a hard, dry condition from developing. It is, therefore, important that Monday, Wednesday, and Friday dragging to break the crust be performed. Dragging shall not be done without first watering the field to prevent dust from rising with dragging. The speed of the dragging vehicle shall not exceed 5 M.P.H. A small City-approved utility vehicle is to be used. No four-wheel trucks shall be used. The drag used for this purpose should be a minimum 3' x 4' and have  $1 \frac{1}{2}$ " protruding spikes.

(2) Upon completion of the crust-breaking drag, a smoothing drag shall be undertaken. The drag is similar to a metal foot scraper, constructed of heavy interwoven metal squares. The size of the drag is 4' x 6'.

(3) In all dragging, the correct procedure is to begin the area adjacent to the backstop and drag in overlapping, concentric circles until the entire skinned area is covered. Care should be exercised to prevent build-up of brick dust, thus causing a raised berm under the inner edge of the outfield and infield grass or against the backstop and other fences. On a weekly basis, a high-pressure stream of water shall be used to dislodge any buildup of brick dust along areas bordering infield and outfield turf to eliminate the formation of berms.

(E) Repair of Home Plate and Pitcher's Mound Areas

(1) Heavy watering must be done to the home plate area and pitcher's mound area after any holes have been filled and tamped in. The amount of water applied should not be so much as to prevent playability within 15 to 30 minutes.

(2) Water should be applied with a mist spray to the point of saturation, then water allowed to soak in. Repeat this process until soil is damp all the way through.

(F) Periodic Special Maintenance

The daily dragging of the ball diamond is satisfactory within certain limits. However, after a period of continued maintenance of this type, it becomes necessary to take measures to ensure an even playing surface.

(1) A planed drag, 5' wide and 8' long is used for this operation.

(2) The planed drag, towed by a lightweight turf vehicle or specialized power equipment not exceeding 1,500 pounds and equipped with wide treaded turf tires, is used to cut down high spots, dragging the excess material to low areas.

(3) The planed drag includes an adjustable metal cutting blade approximately 5  $\frac{1}{2}$  wide which can be raised or lowered or set at different angles.

(4) The Contract Administrator will request this operation.

#### 14. SOCCER / FOOTBALL FIELD MAINTENANCE

The soccer fields shall be maintained on a daily basis through the soccer season of September through February. It is the contractor's responsibility to make every effort to bring a field into acceptable condition during periods of intermittent inclement weather.

During the off season the soccer fields shall be maintained on an as-needed basis as specified in Part III, Section 3, Turf Maintenance.

During soccer season all work on soccer fields shall be completed before 2:00 p.m. each scheduled day.

Recognizing that soccer fields are a high use facility and that their proper care and maintenance is critical to the safety and well being of the user-public and as a deterrent to liability litigation, it is necessary to establish standards to insure adequate playing conditions.

Soccer fields shall be maintained as specified in Part II, Section 2, Turf Maintenance, except Section 2, Part (f), Aerification.

All soccer fields shall be aerated once per month. The turf shall be aerated with a self-propelled machine that removes cores of soil  $\frac{3}{4}$ " in diameter by four (4) to six (6) inches long, spaced no more than six (6) inches apart. Soil shall be moist to a depth of at least six (6) inches before aerifying. Cores shall be removed from the field during or immediately after aerification.

After completion of the aerification process, Contractor is to top dress the turf area with a sand/composted chicken manure mixture (Earthworks Clay-Breaker or approved equal) with a machine specifically designed for such operations.

Contractor shall be responsible for any and all damages to sprinkler heads, piping, valve boxes, etc. during the aerification process, and shall return any damaged components to full operation upon completion of aerification activities.

The Contractor's employee shall, on or before May 1st of each year, meet with the Director of Parks and Recreation and the Director of Public Works or appointed representative to inspect each soccer field and determine necessary heavy maintenance work to be completed prior to the opening of the soccer season.

It shall be the responsibility of the Contract Administrator to make arrangements with the Contractor for the heavy maintenance deemed necessary (leveling, aerification, fertilization, seed planting, etc.) The Contract Administrator shall direct the Contractor as to the type and application rate of all turf seeding, if required.

It shall be the responsibility of the Contractor to notify the Contract Administrator of any heavy maintenance work needed during the playing season.

#### 15. BASKETBALL COURT MAINTENANCE

Courts must be cleaned a minimum of twice a month. The cleanings shall take place the first (1<sup>st</sup>) and third (3<sup>rd</sup>) Tuesday of every month. A high-pressure washer shall be used. Care should be taken to avoid damage to the finish on the courts. Damage caused to the surface by using excessive pressure will be assessed to the contractor.

#### 16. PARKING LOT CLEANING

Vehicle parking lot planters shall be maintained per items number 3 and 4, Part II of the Technical Specifications and per the attached schedule. Maintenance shall include, but not be limited to, weed abatement, and manual policing of trash and debris as required. Additionally, the contractor shall submit a detailed report noting any deficiencies found in the work area. Retaining walls, wheel stops, parking meters, pavement markings, landscaping, irrigation, graffiti, etc. The report shall be submitted to the Contract Administrator at the end of the workday.

#### 17. SPECIAL EVENTS

City Owned / Managed Events (events owned, planned and managed primarily by City Staff): Contractor shall supply sufficient personnel, as determined by Contract Administrator, to clean the event locations / parks, restrooms, and empty trash, recycling and organics for all designated City Owned/Managed Special Events. Contractor will provide trash collection for Special Events, which will include: full set up/tear down of cardboard event boxes, placement of rolling carts (if that is the event container chosen), switching out trash, recycling and food waste recycling liners, disposing of bags into the correct larger event bin, litter/spill clean-up on the ground, etc. An event may include at least 3 source separation bins: 1) Trash/Landfill, 2) Recycling (plastic, paper, glass, metal), and 3) Organics (food, yard waste). Contractor shall also perform light cleaning/upkeep of porter-type activities at these events. Servicing for all Special Events shall be performed without extra compensation to the Contractor. The cardboard event boxes, liners and larger event bins will be supplied by the City's solid waste hauler. City Owned / Managed Events include, but are not limited to, those listed below, and any additional community events that are owned, planned and managed primarily by City Staff:

- (a) **Concerts in the Park:** There are approximately 10 concerts held on Sundays during the summer months. The staffing hours shall be from 3pm to park closing or until the parks condition is returned to pre-event status.
- (b) 6-Man Volleyball Tournament
- (c) Manhattan Open Volleyball Tournament

- (d) Pier Lighting Event
- (e) Holiday Fireworks Event
- (f) Pumpkin Race Event

Third-Party Owned / Managed Events (events not owned, planned and managed primarily by City Staff):

Contractor shall establish in this contract an hourly rate per person for the trash collection duties at Third-Party Owned / Managed Events. The contract rate will be available to all event coordinators who submit applications for events in the City of Manhattan Beach. The rate will be adjusted according to the rate schedule in this contract.

#### 18. <u>DOG RUNS</u>

Wood chip areas in dog runs shall be kept evenly spread at a uniform four (4") to six (6") inch depth. The dog runs shall be serviced a minimum of 5 days a week (Monday through Friday) to ensure a safe, clean, and attractive surface. Contractor shall remove all weeds and debris as required herein. Where divots or displacement occurs due to heavy activity (entrance gates, watering stations, benches, etc.), contractor shall re- distribute the chips on a daily basis to maintain a safe and conforming surface.

Four (4) times per year the Contractor will remove and replace the dog runs with fresh wood chips to each site. The Contractor shall spread the wood chips evenly over the entire wood chip areas to a uniform depth. The Contractor shall remove any and all vegetation or foreign materials from the wood chips and dispose of same off-site as greenwaste.

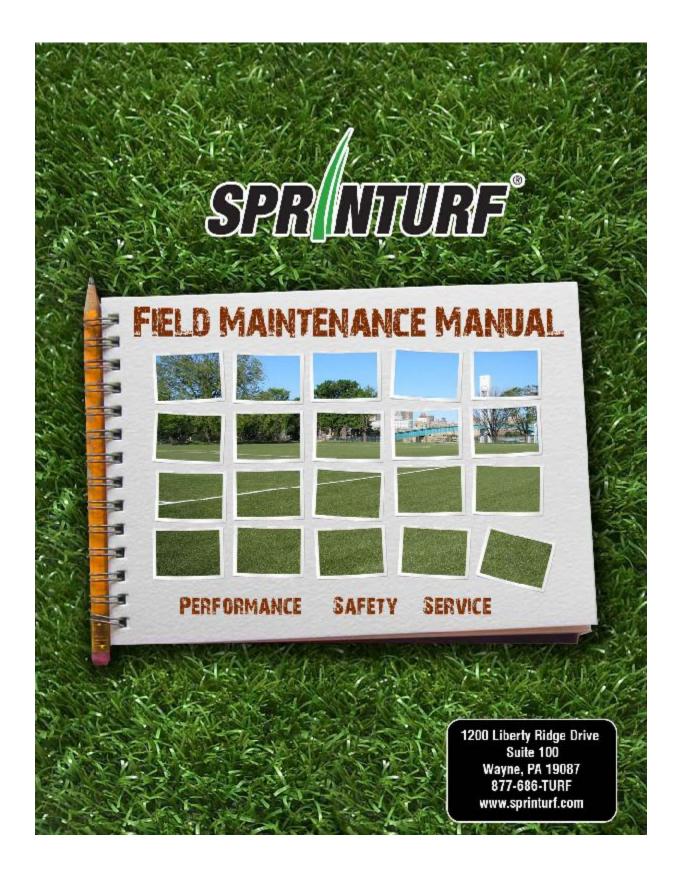
No chemicals or pesticides of any kind are to be used in dog runs

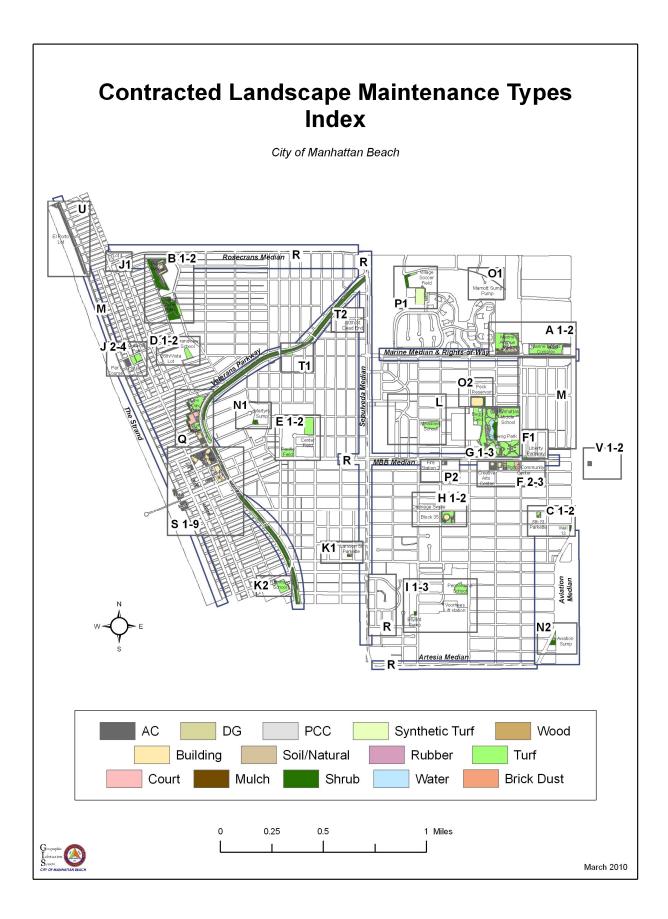
#### 19. SYNTHETIC TURF MAINTENANCE

Synthetic turf fields are to be maintained per the Sprinturf service manual. The service manual is available online in .pdf format on the City's website.

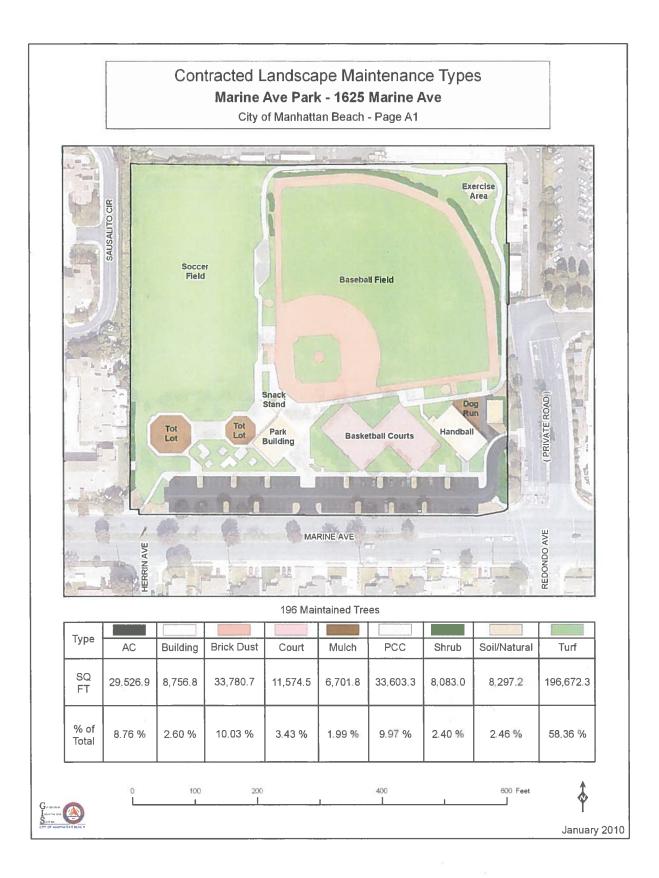
#### 20. PRESSURE WASHING

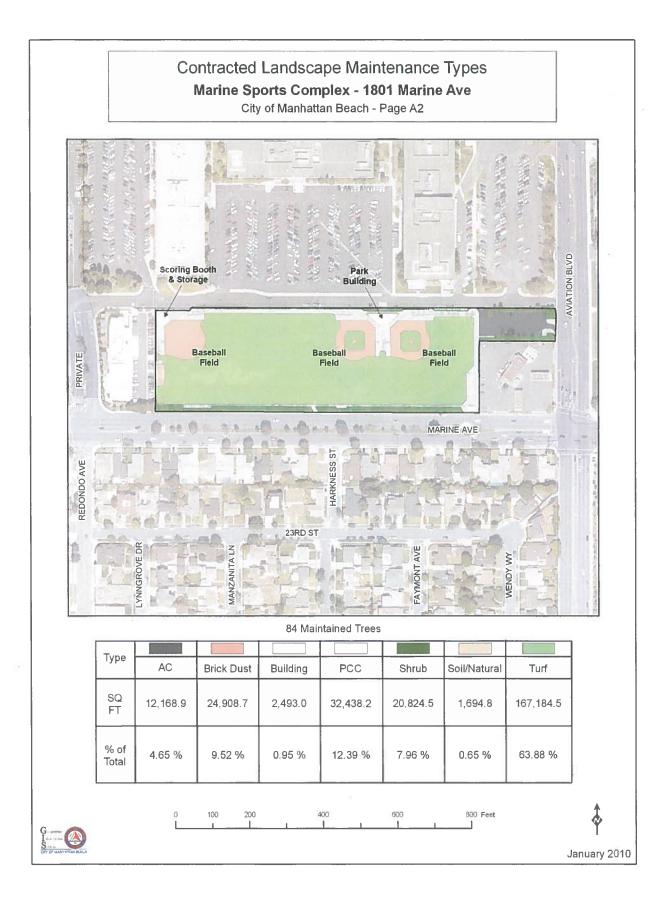
The City shall direct the Contractor as to the desired pressure washing schedule. Trash and debris should be cleaned from the area immediately prior to pressure washing. Contractor is responsible for all pedestrian and vehicular traffic control. Method of cleaning will be through use of pressure washing equipment with a minimum 2500 psi discharge pressure. Pressure washing must be completed between 7:30 a.m. and 4:30 p.m. Hours are subject to change. Additional pressure washing services may be required by City and shall be charged at the specified hourly rate for additional pressure washing services.



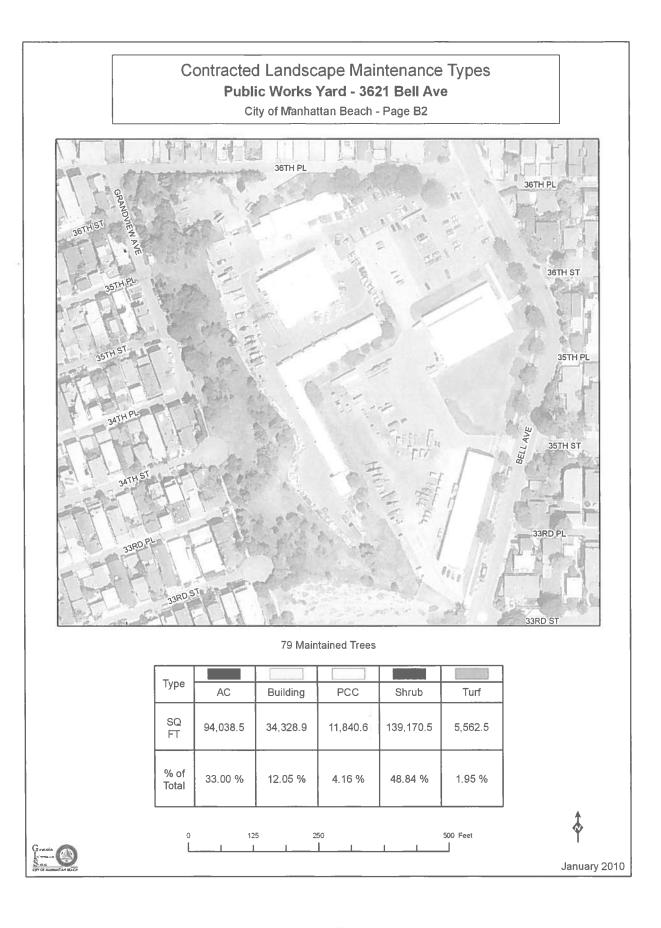


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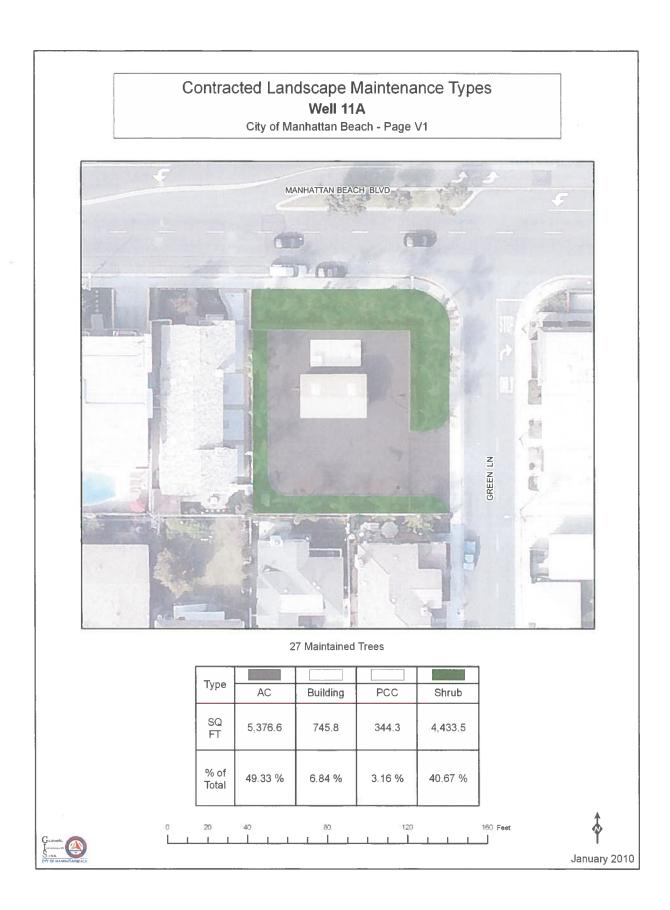




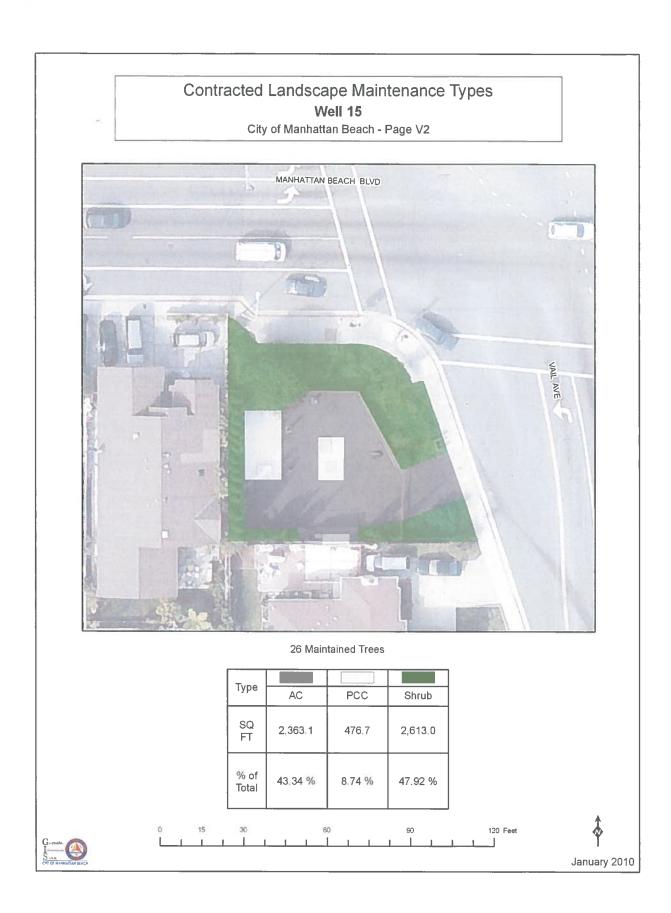


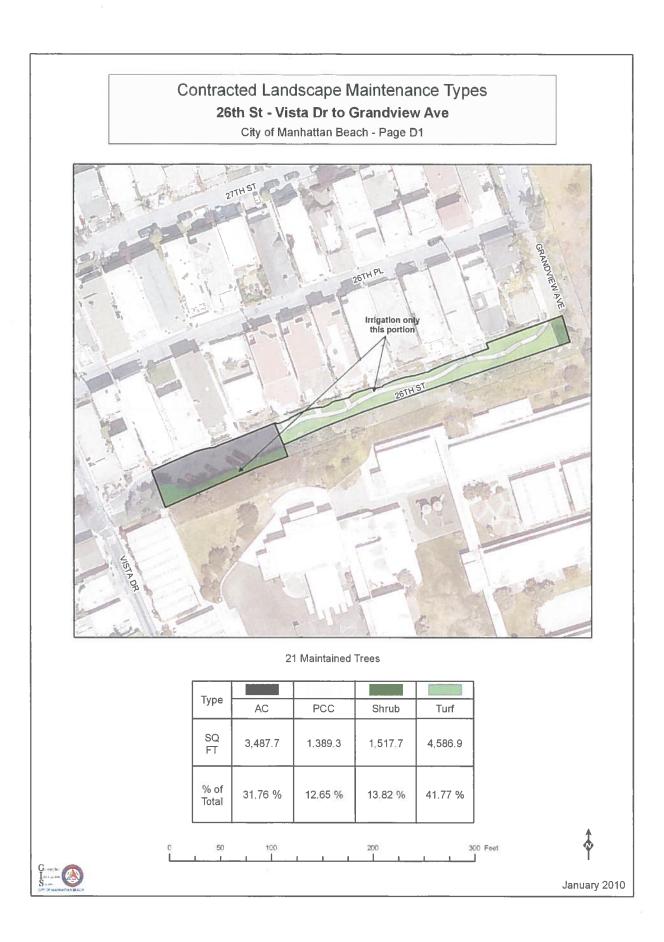




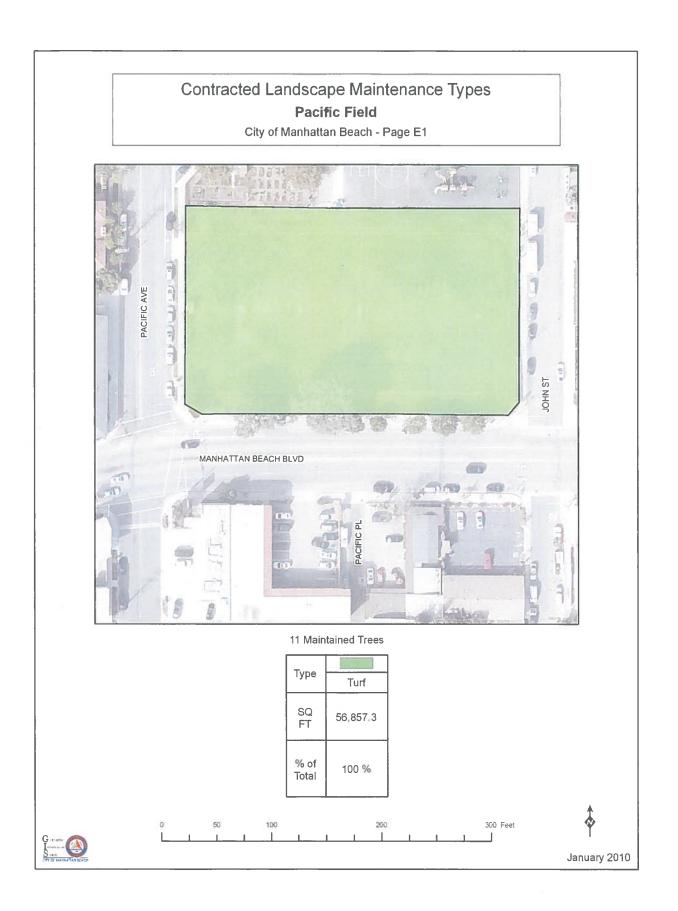


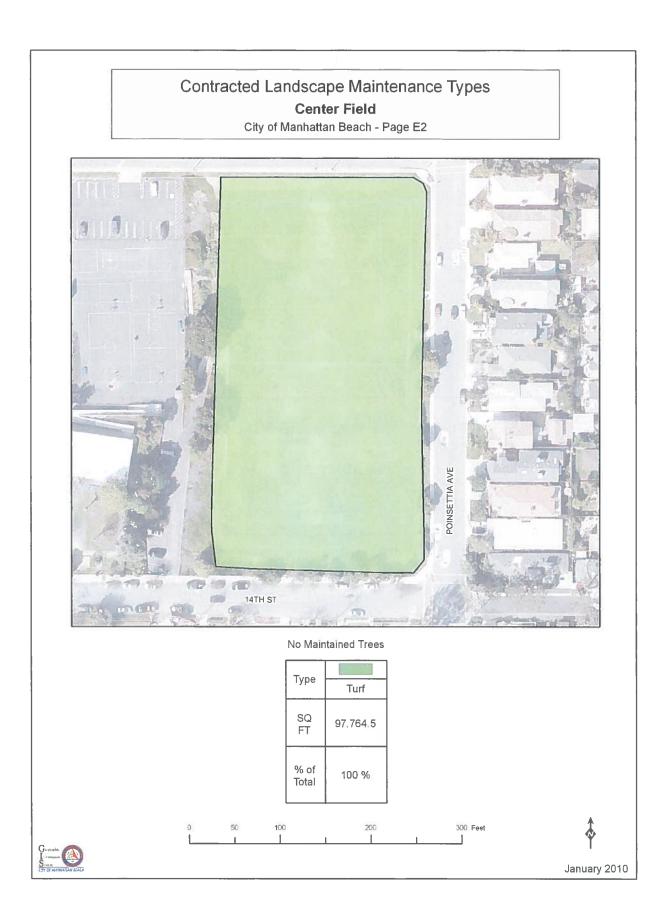








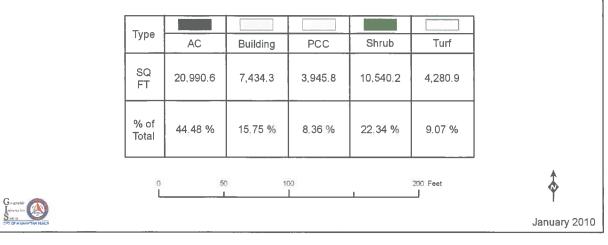




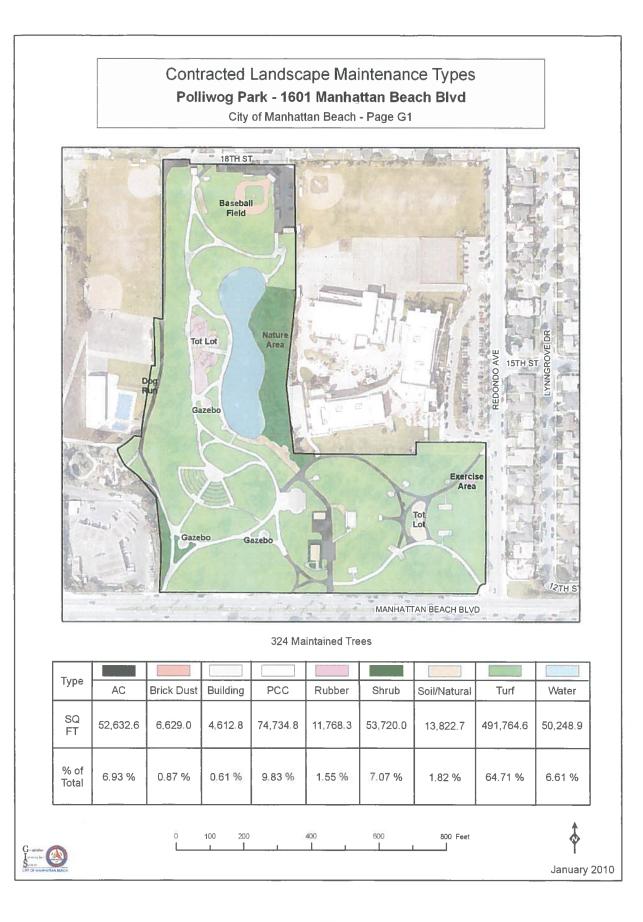


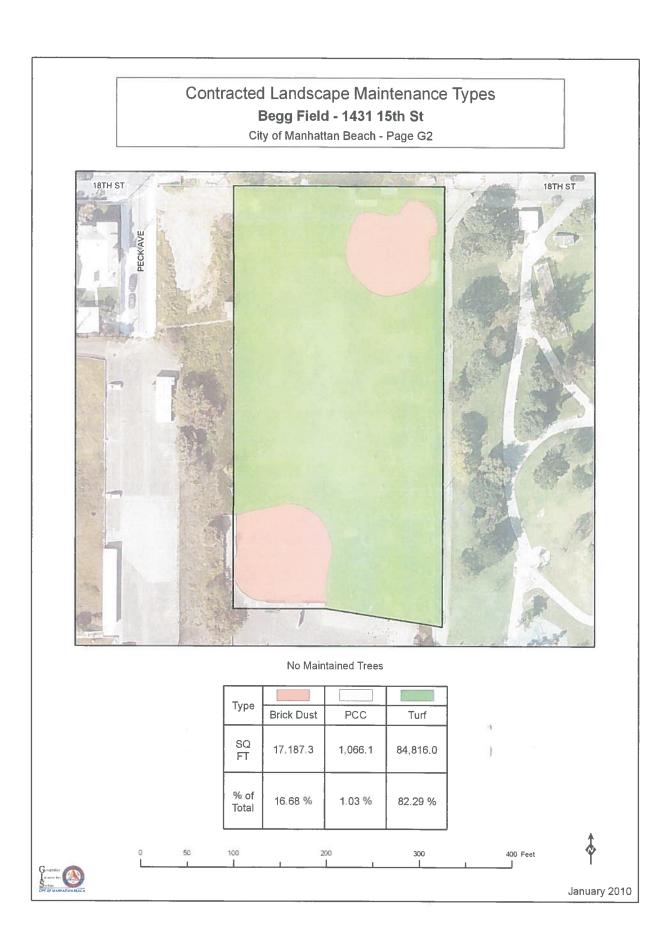


67 Maintained Trees



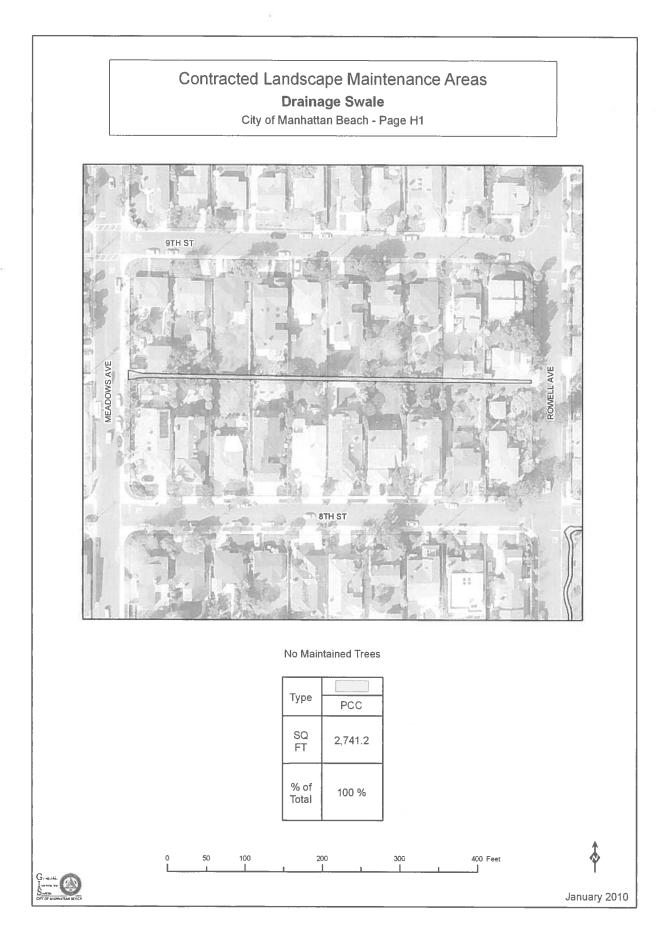


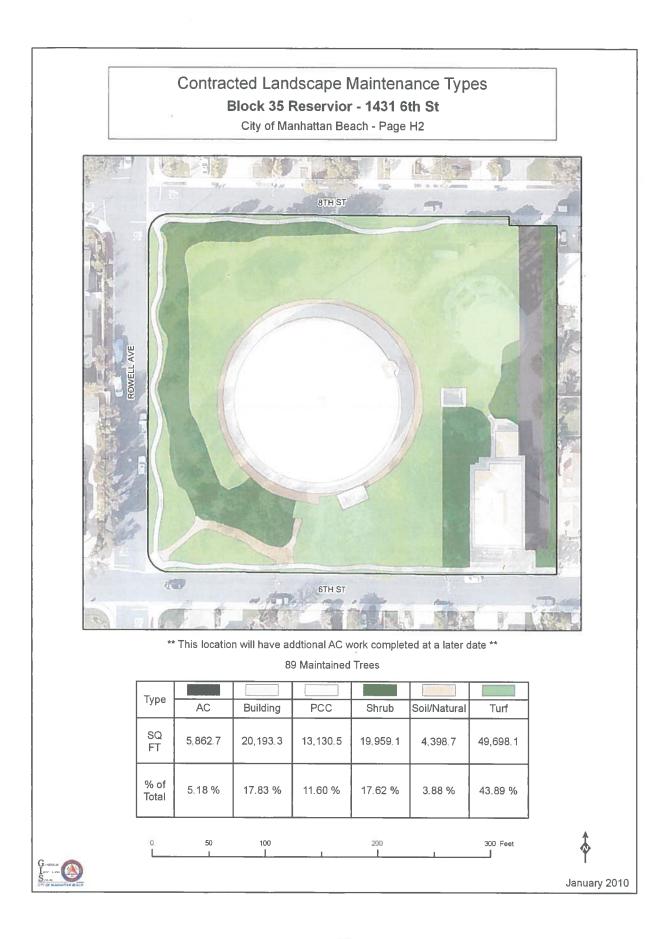


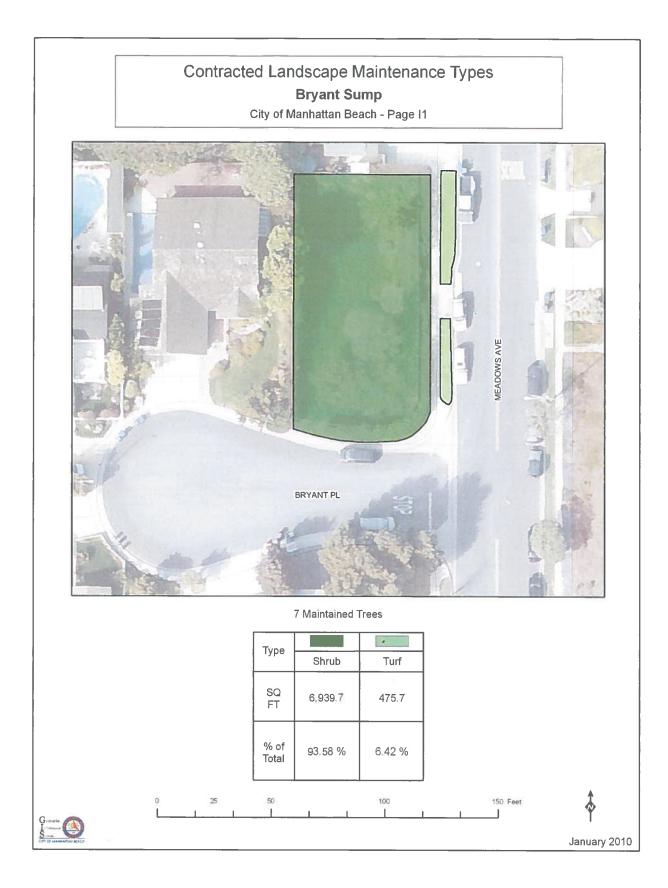






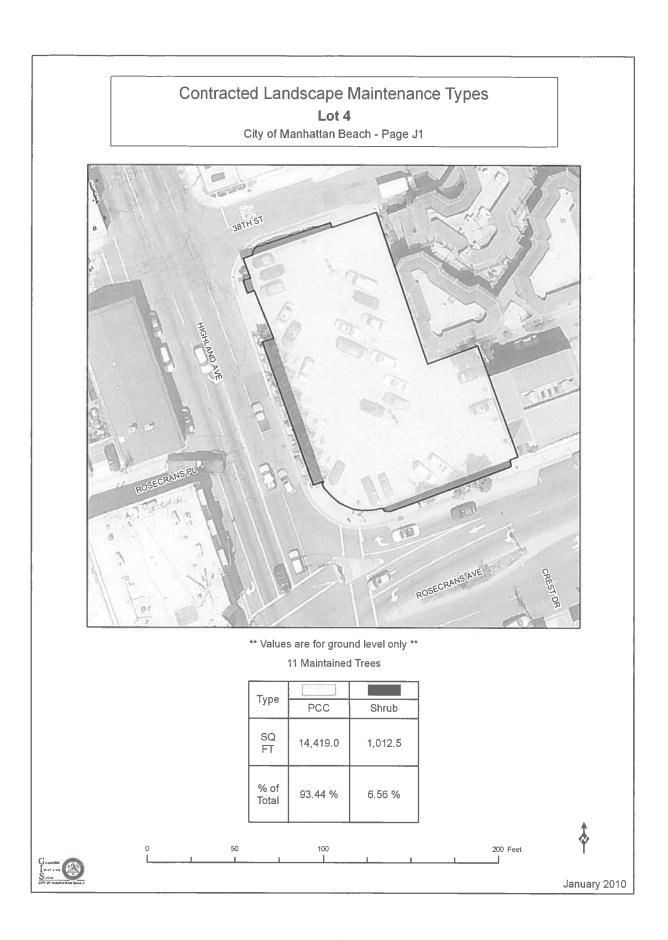






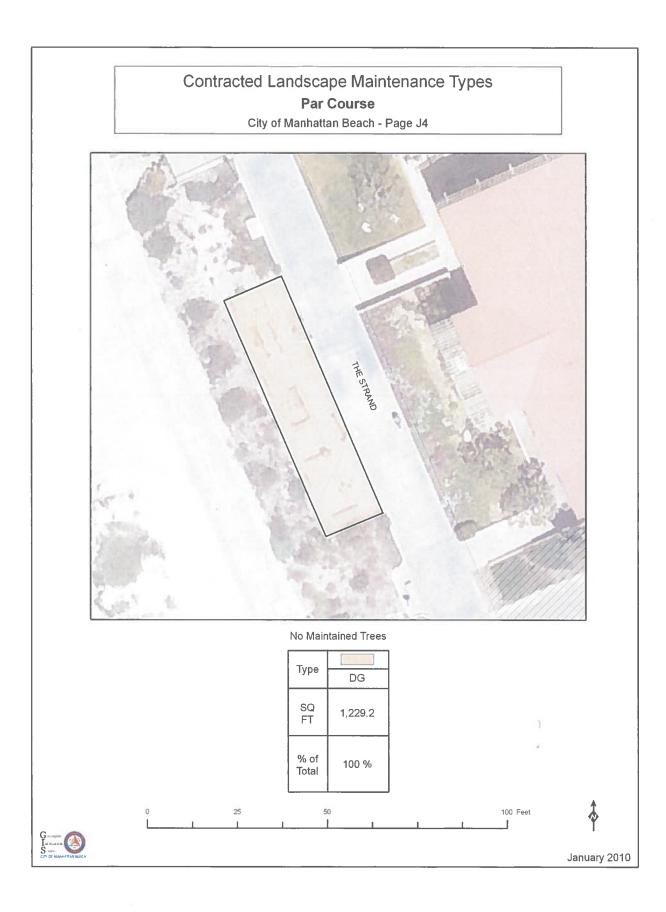


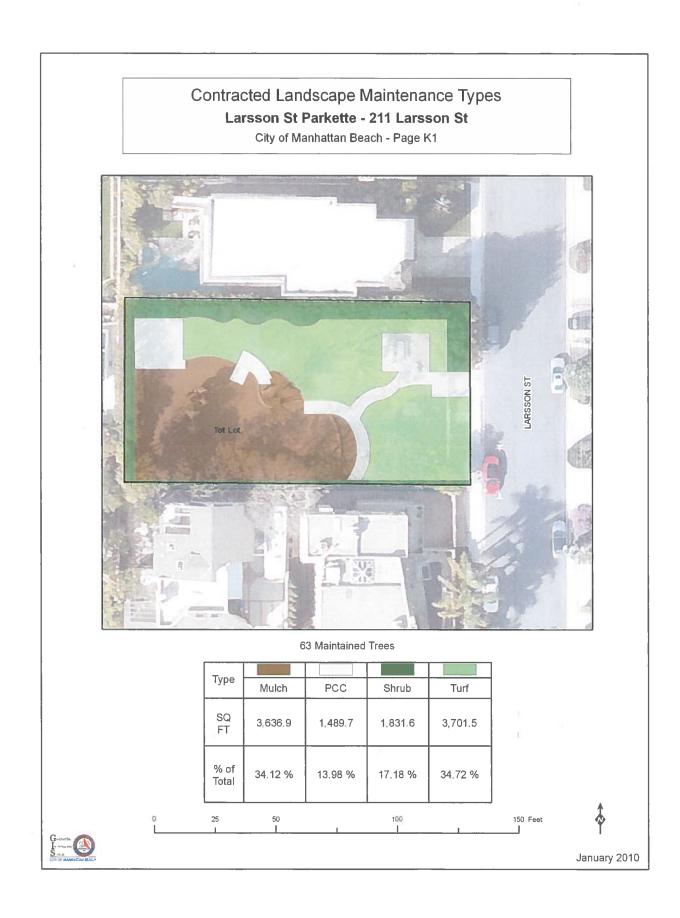






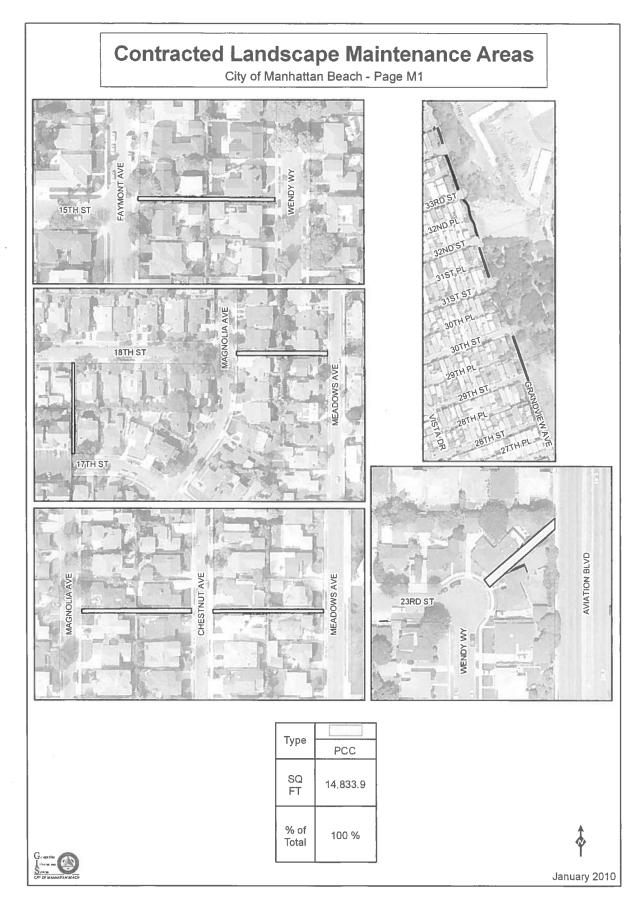


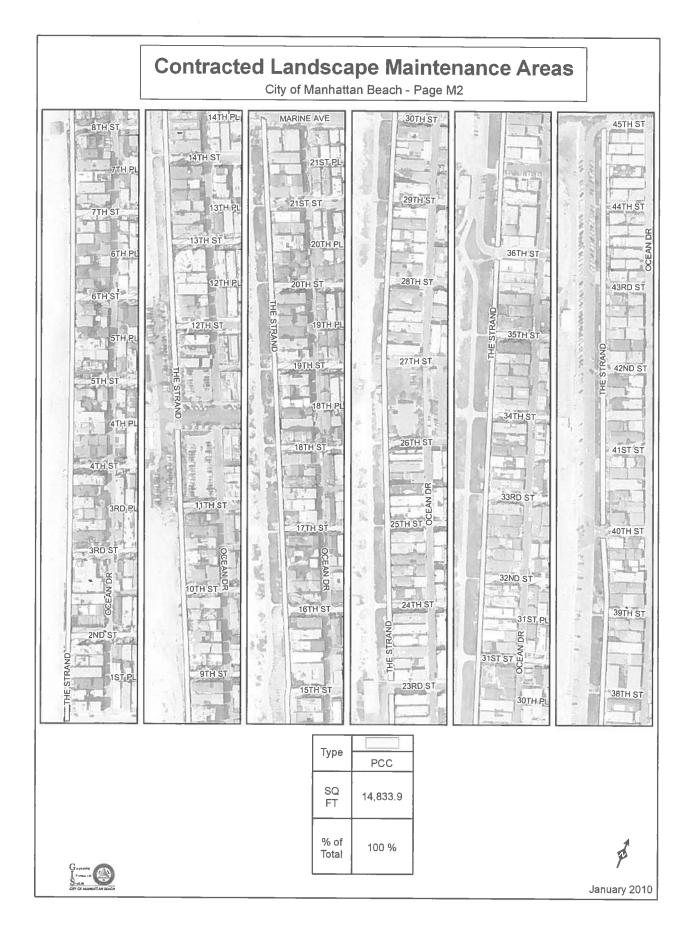




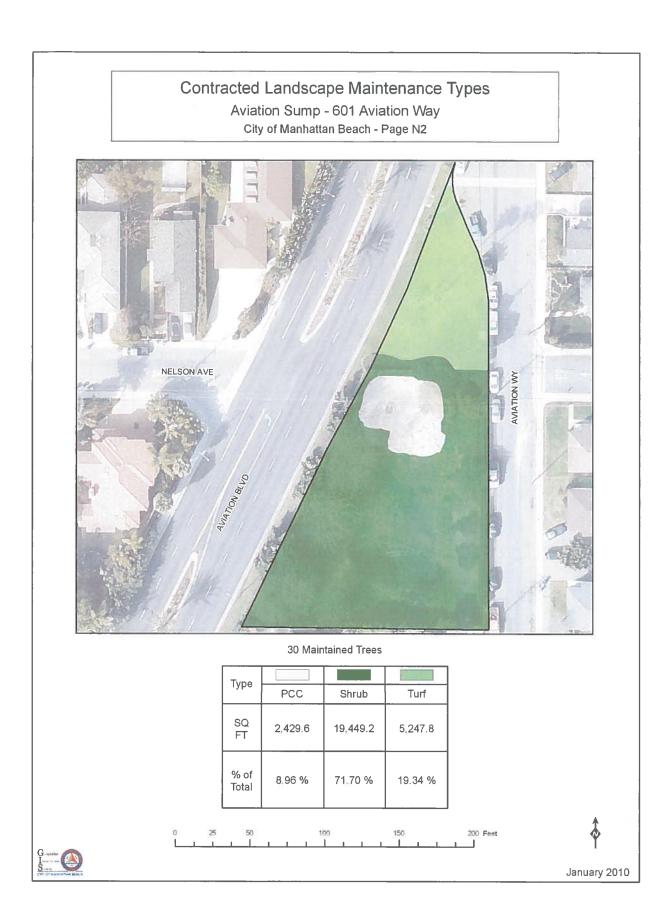


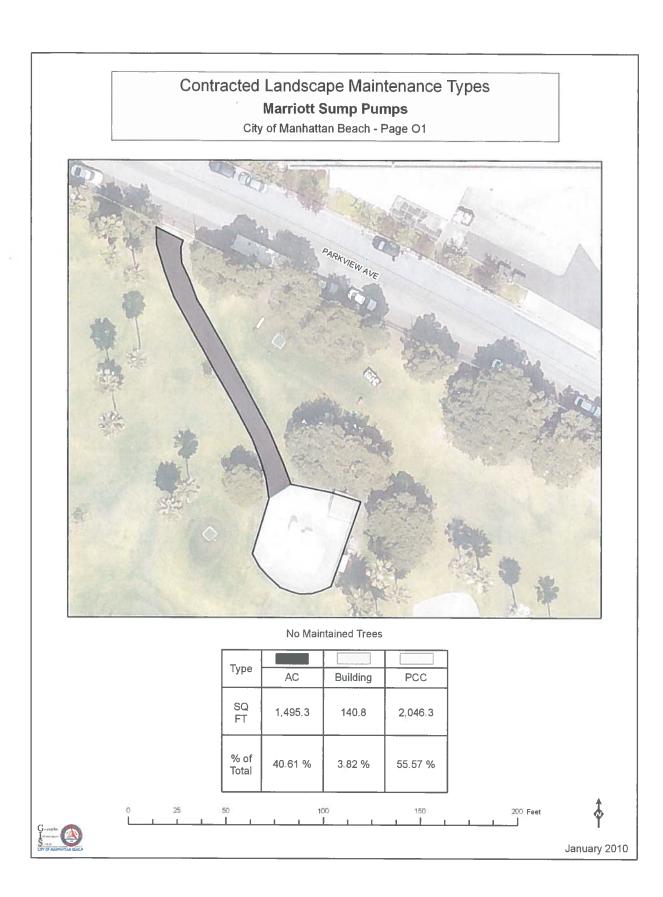


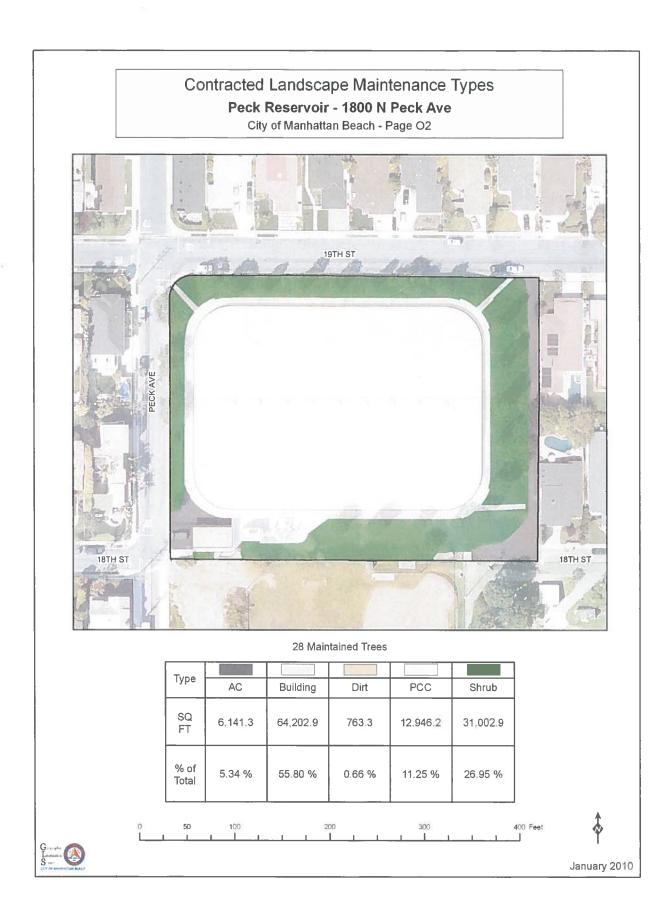


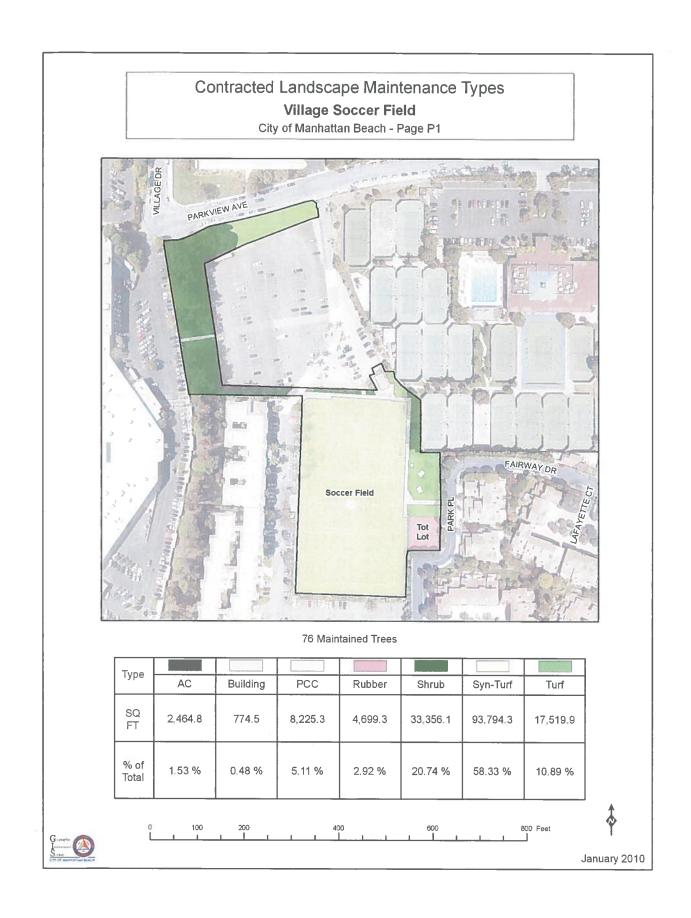






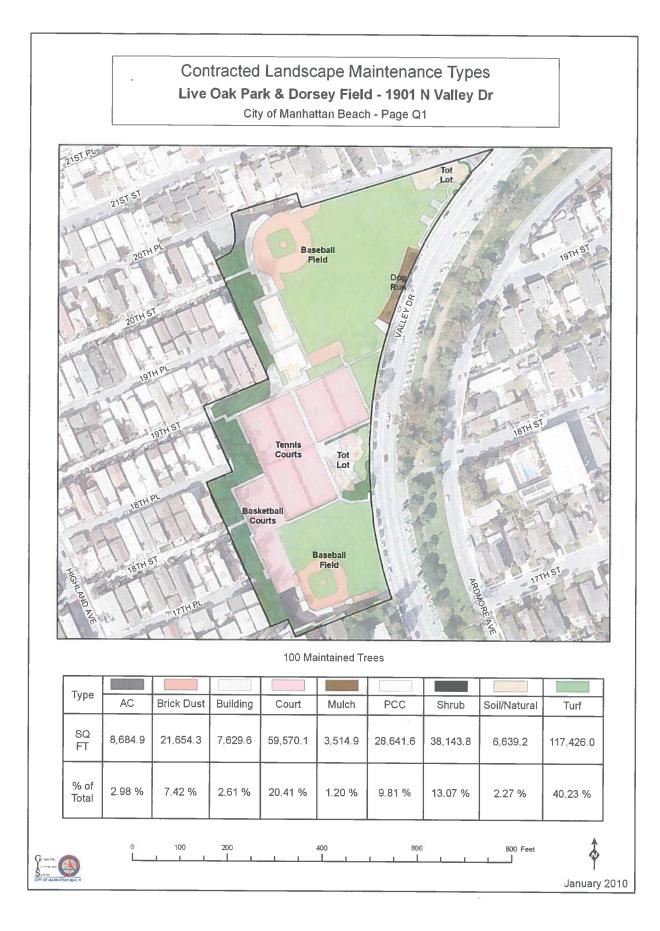




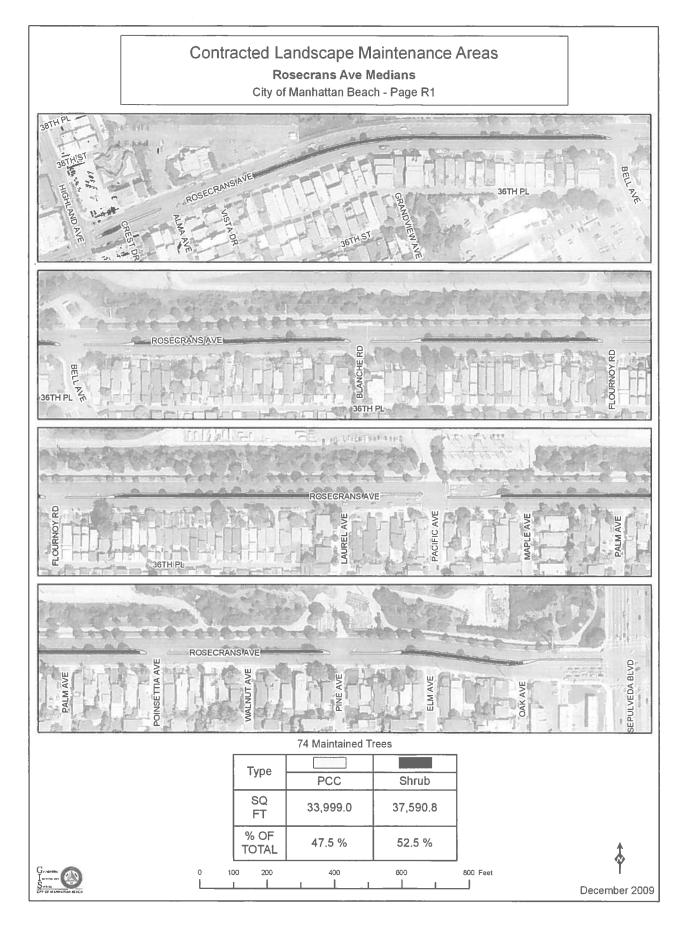


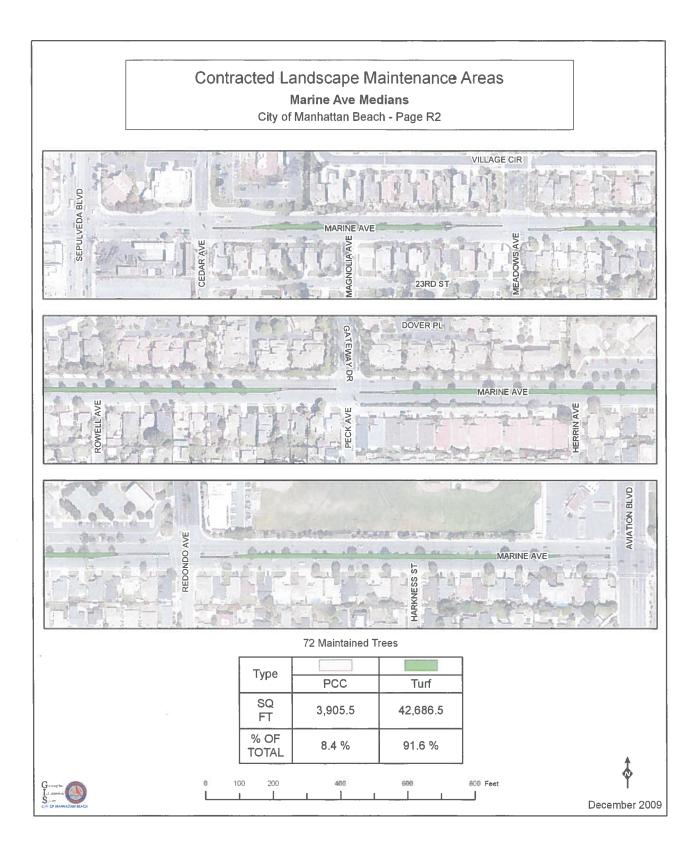


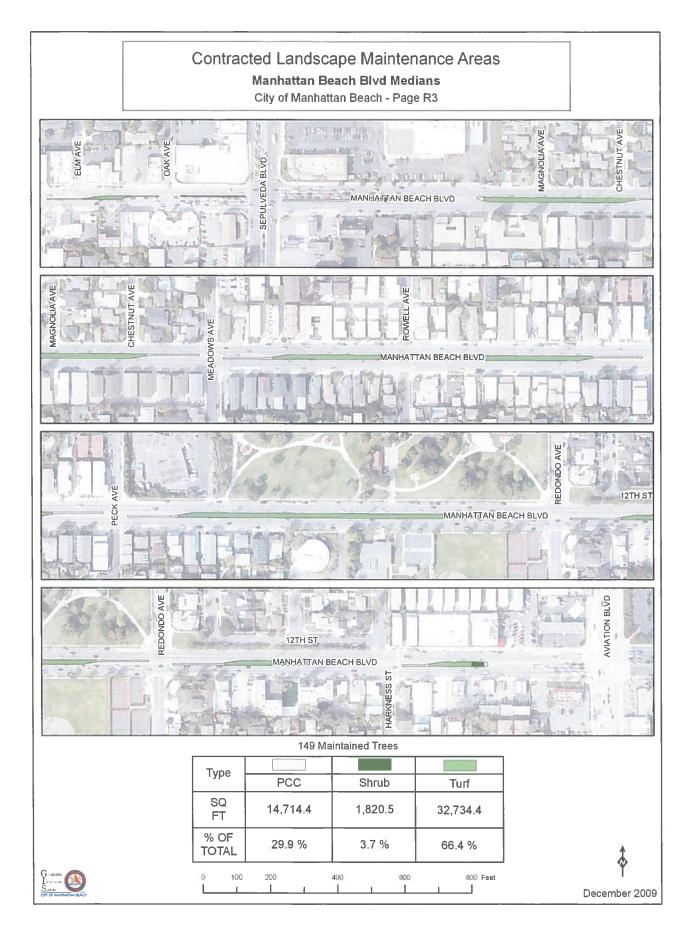
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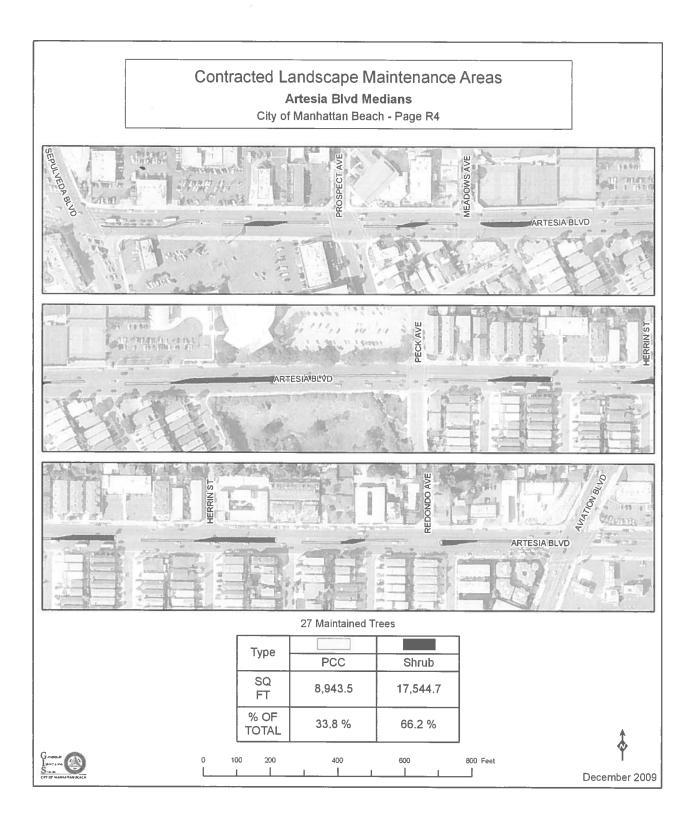


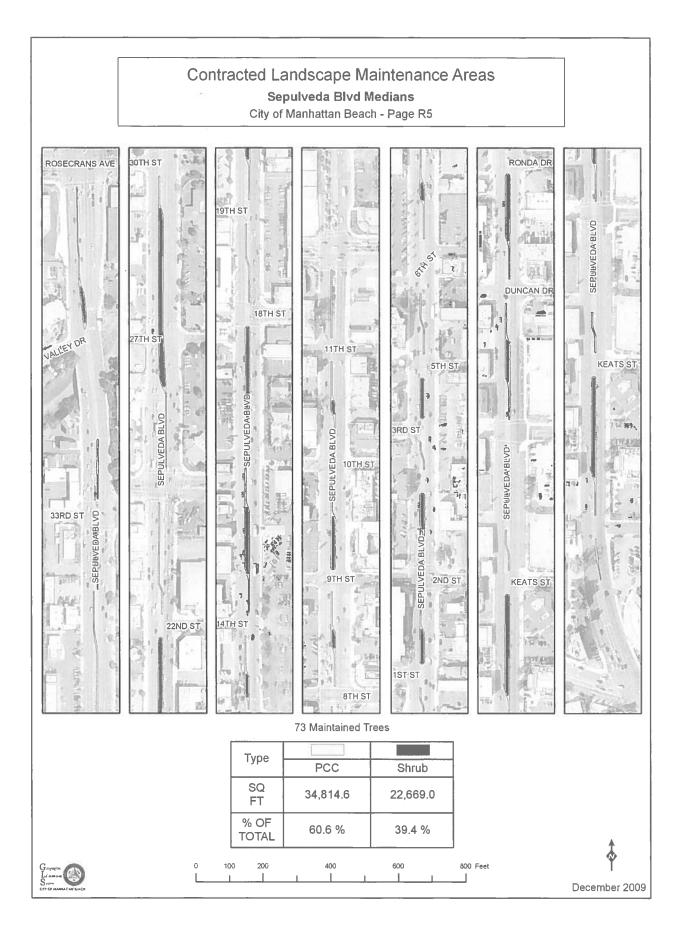


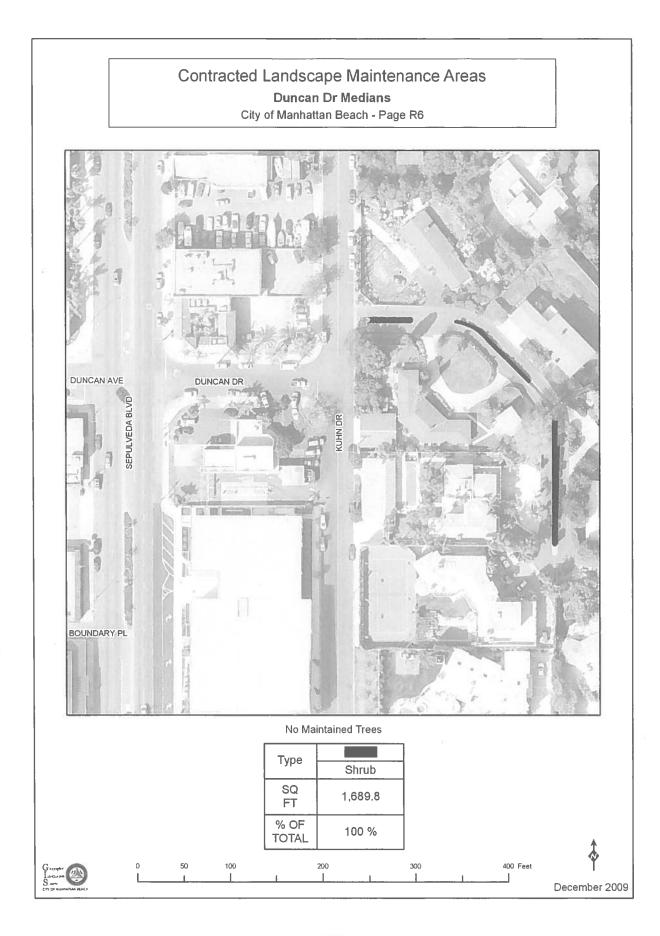


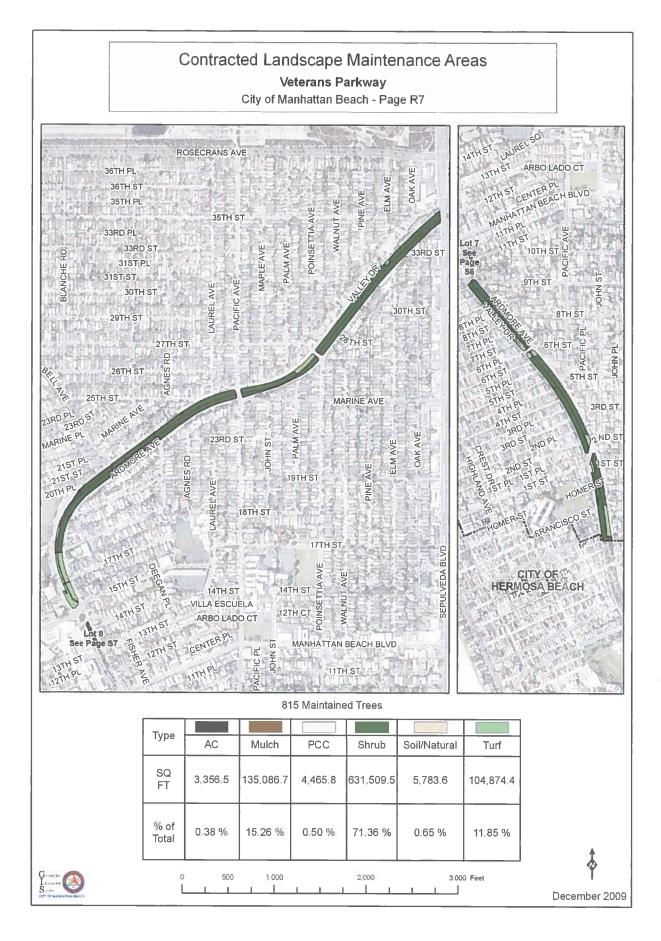


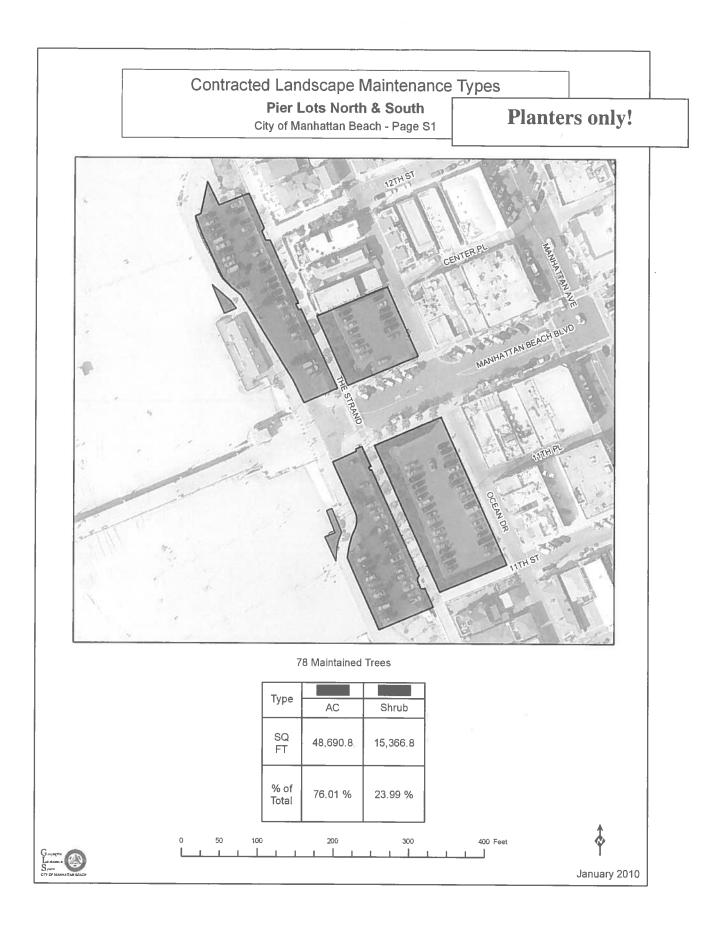


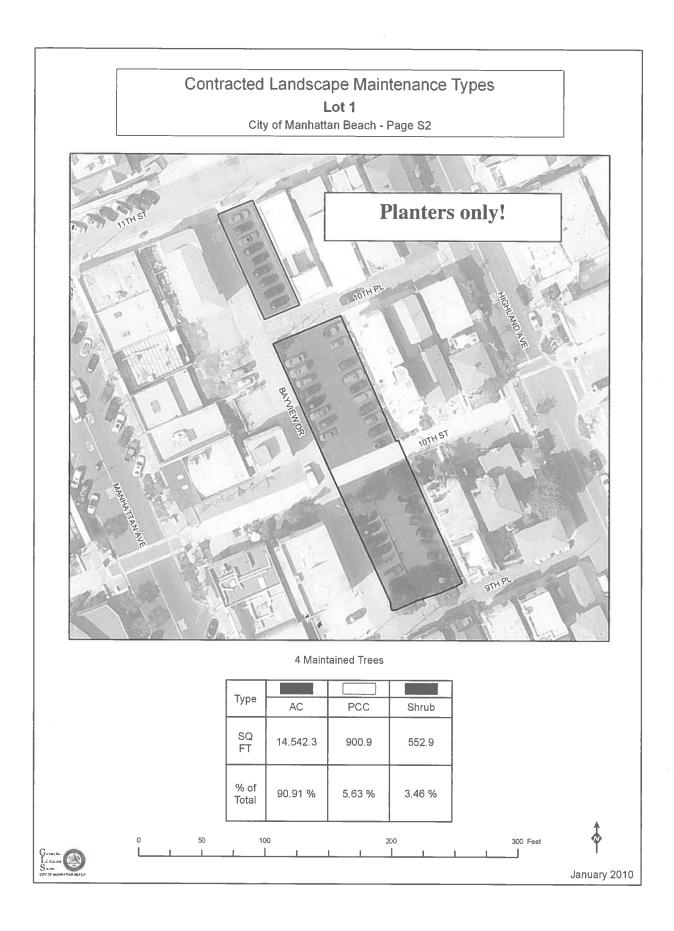


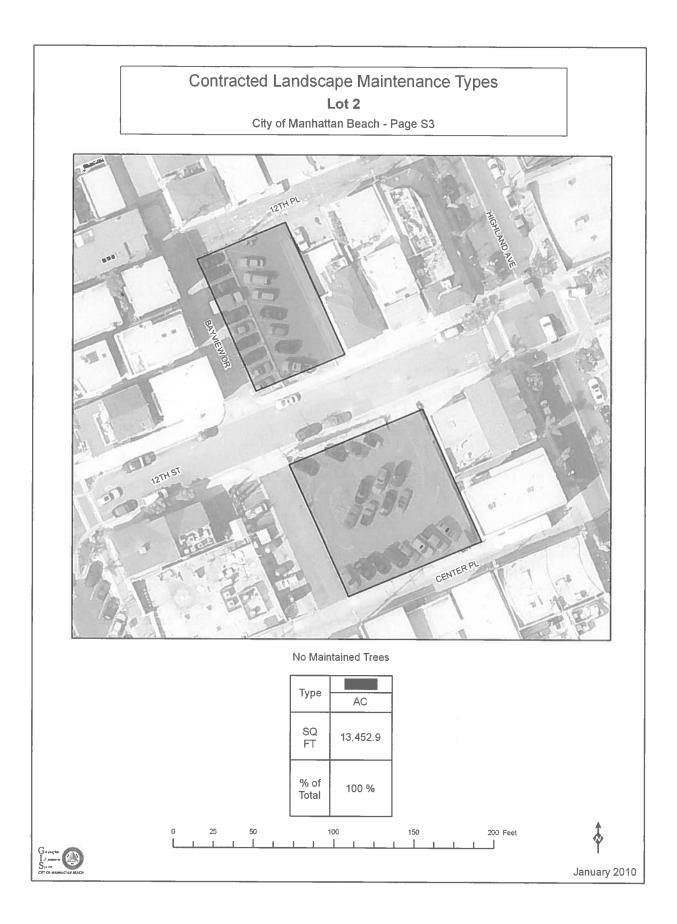


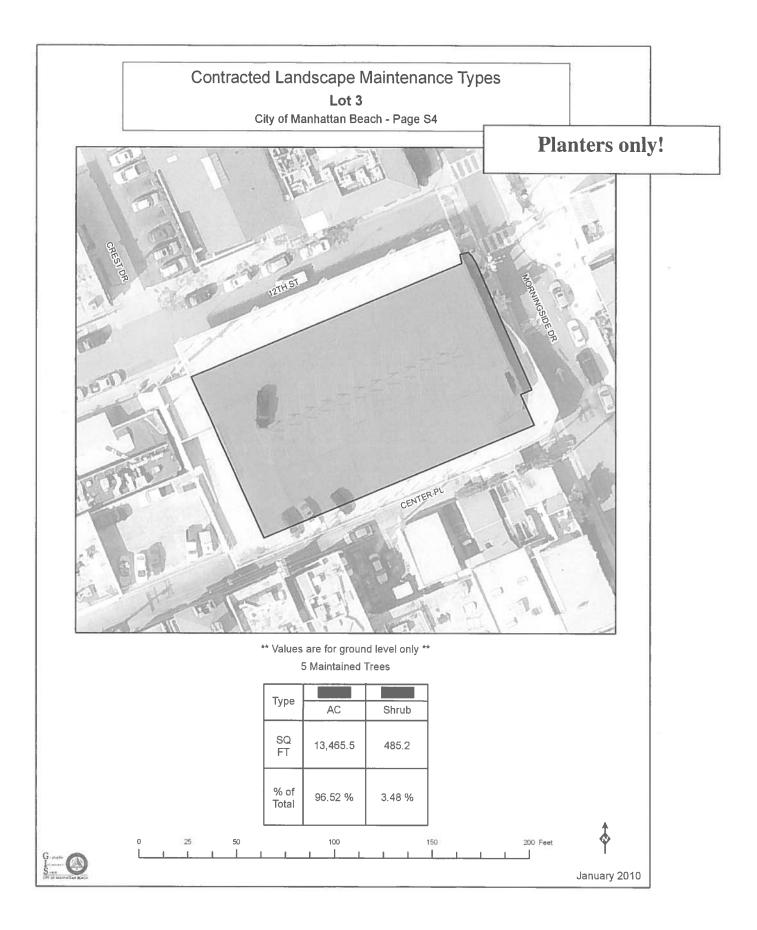


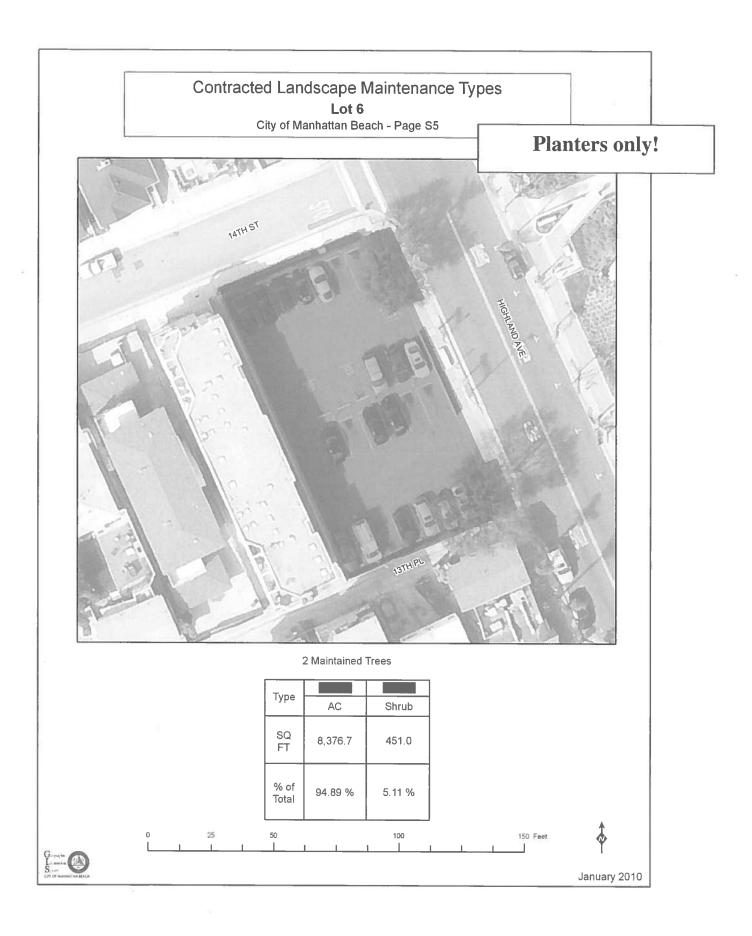


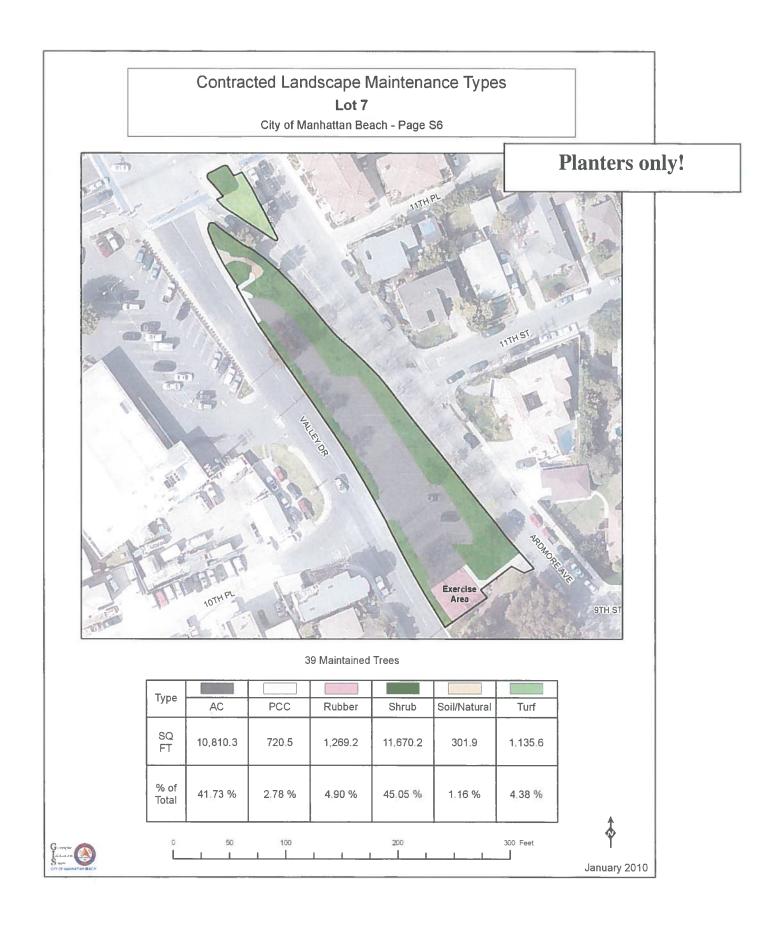


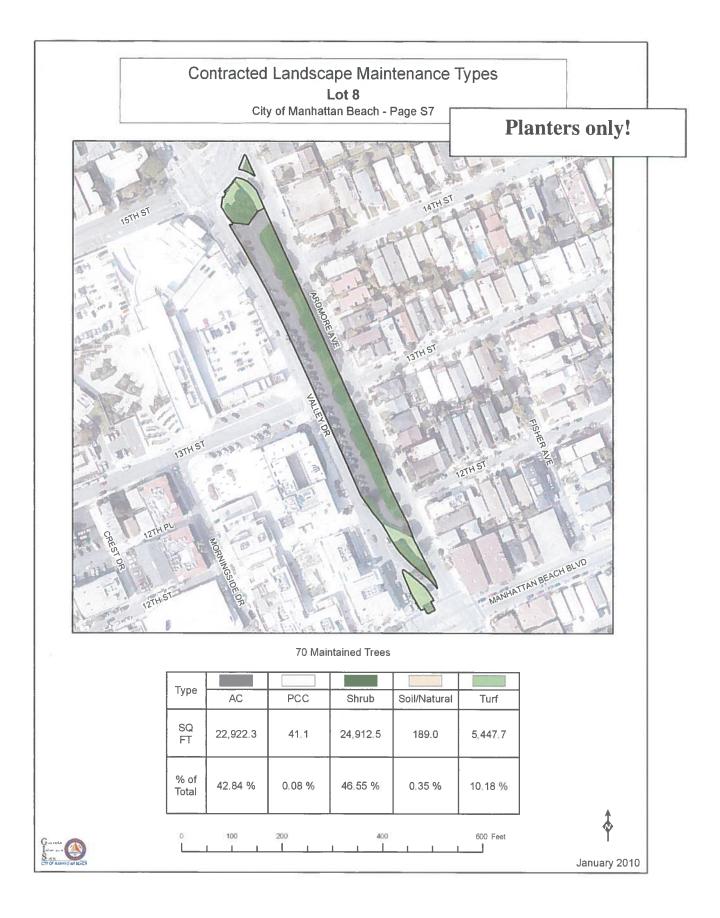


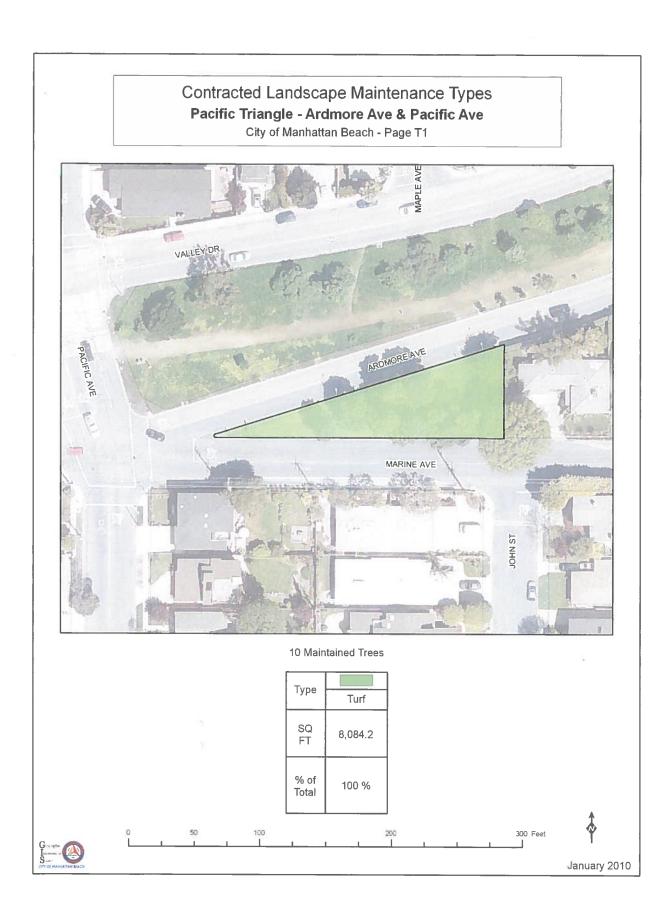


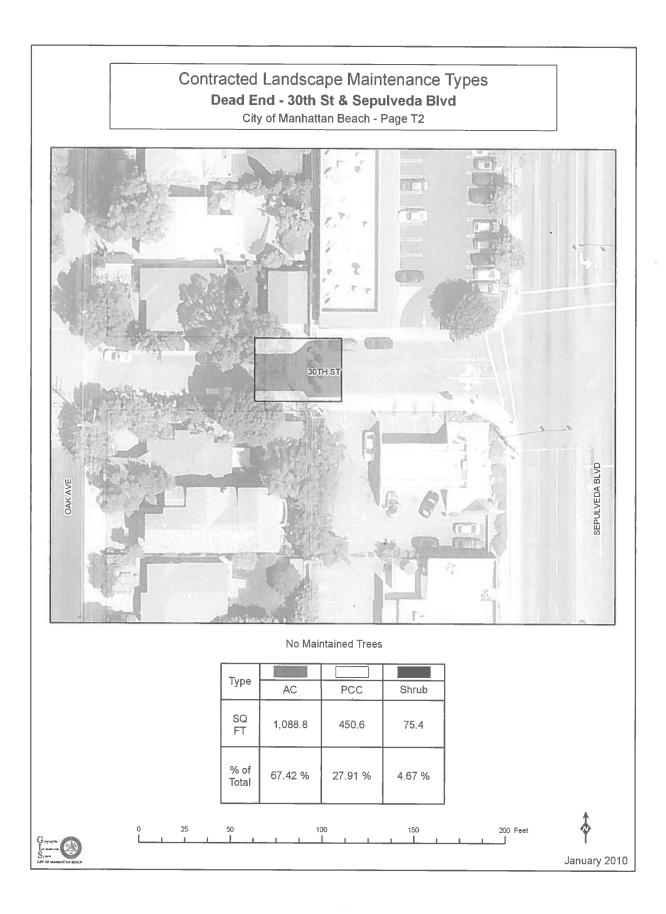


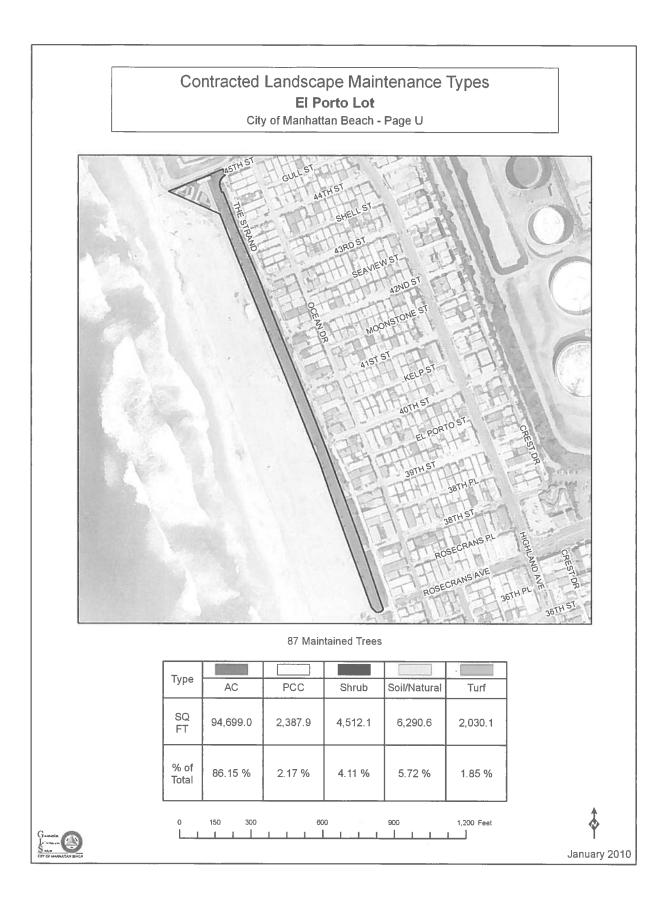


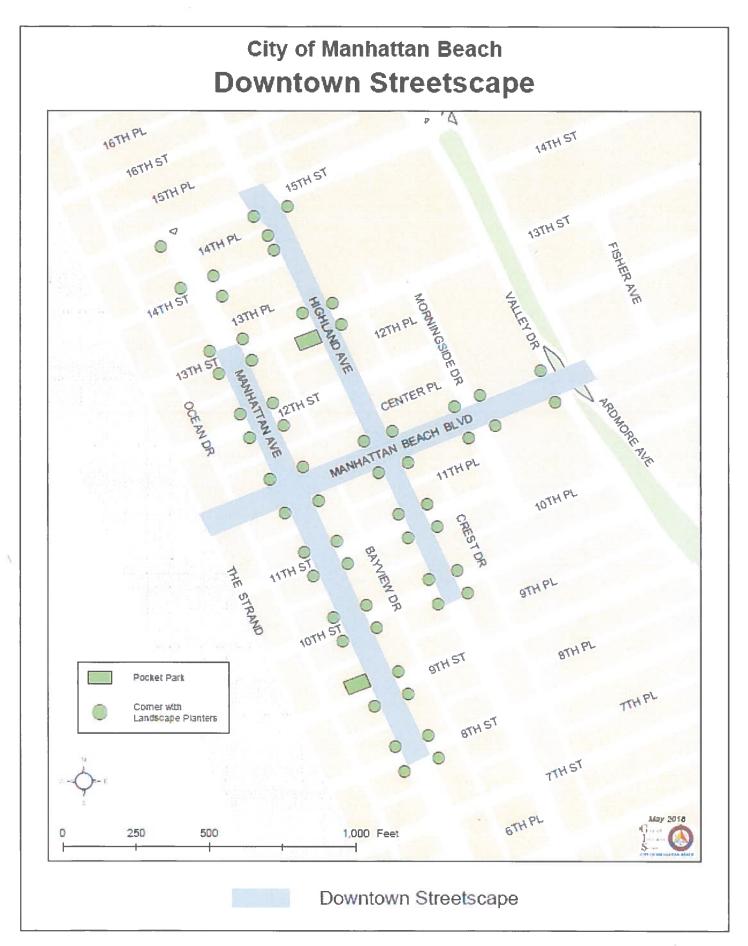














## **General Services**

Phone: (310) 802-5568 FAX: (310) 802-5590 TDD: (310) 546-3501

> June 1, 2018 Addendum #1 to RFP #1166-18 Landscape Maintenance Services

To All Prospective Bidders:

Please note the following change/clarification to the specifications when submitting your response:

- Page 5 Under (#4) Level of Maintenance, section (c, 2), replace with: Deduction of Payment: If work under the Deficiency Notice has not been remedied within one business day then the City will deduct for each occurrence.
- Page 7 Under (#10) Working Time Limits, change hours from between 7:30 AM and 5:00 PM to 7:00 AM and 3:30 PM.
- Page 8 Under (#12) Materials to be Provided by Contractor, section (b), replace with: Repair parts for benches and hot coal containers will be provided by the City.

Under (#13) Additional Work, replace with: Replacement of tree breaks, turf areas and irrigation system installations, when necessary, may be completed by the Contractor and shall be on a negotiated price basis, however, that the City shall have the option to solicit competitive bids for the accomplishment of such work.

- Page 9 Under (#16) Water Conservation, add: The City controls most of the irrigation systems, except for some schools; which require manual shut off.
- Page 10 Under (#19) Air Pollution, replace with: Please provide a list of all vehicles including alternative fuel that contractor plans to use for this engagement.

Under (#20) Special Provisions Traffic and Detours, section (a), add: traffic cones and traffic delineators to required equipment to be provided by the Contractor.

- Page 12 Item (#25) Faithful Performance Bond, delete entire section.
- Page 13 Under (#27) Termination of Contract, change from ninety (90) calendar days to one hundred twenty (120) calendar days
- Page 14 Under (#30) Public Liability and Property Damage Insurance, replace with: Refer to sample agreement for insurance requirements.

Under (#31) Workers' Compensation Insurance, replace with: Refer to sample agreement for insurance requirements.

- Page 15 Under (#32) Term of Contract, change contract end date from June 30, 2023 to August 31, 2023.
- Page 20 Under (#5) Parks and Public Plaza (Facilities Maintenance) Furniture and Accessories, section (a), paragraph 1, replace with: Contractor shall be responsible for the custodial maintenance of play equipment, park furniture and accessories, including, but not limited to benches and picnic tables. Custodial maintenance shall include such items as sweeping, cleaning, replacing missing screws, bolts and fasteners, handles, removing stickers and permanent marker and any other minor items necessary for safe and proper operation of a facility or equipment. Spray painted graffiti shall be reported as soon as discovered to the Contract Administrator.

Under (#5) Parks and Public Plaza (Facilities Maintenance) Furniture and Accessories, Section (a), paragraph 4, remove: Maintenance shall also include cleaning of the glass and moving handrails on the four (4) escalators at the Metlox facility daily. These tasks will be performed by the janitorial contractor's staff.

Under (#5) Parks and Public Plaza (Facilities Maintenance) Furniture and Accessories, section (a), paragraph 4, change Public Plazas to Civic Center Plaza.

Page 24Under (#13) Baseball, Softball, and Soccer Field Maintenance, change from Baseball,<br/>Softball, and Soccer Field Maintenance to Baseball/Softball Field Maintenance.

Under (#13) Baseball/Softball Field Maintenance, paragraph 1, delete 'and soccer'.

Under (#13) Baseball/Softball Field maintenance is to occur Monday through Friday not three days per week.

Under (#13) Baseball/Softball Field Maintenance, paragraph 2, change burning to chalk.

Under (#13) Baseball/Softball Field Maintenance, paragraph 3, move Paragraph 3 to (#14) Soccer/Football Maintenance.

Under (#13) Baseball/Softball Field Maintenance, paragraph 4, delete 'and soccer'.

- Page 25 Under (#13) Baseball/Softball Field Maintenance, section (A) last paragraph, change from burned to chalked.
- Page 26 Under (#13, D, 1) Baseball/Softball Field the infield dragging is to occur Monday through Friday not three days per week.
- Page 27 Under (#14) Soccer/Football Field Maintenance, insert as 2<sup>nd</sup> paragraph: Soccer field maintenance includes filling of divots and low areas, maintaining foul lines, maintaining the field free of trash and debris, and removing water puddles and mud holes.
- Page 28 Under (#16) Parking Lot Cleaning, add stickers and permanent markers, to read as: Retaining walls, wheel stops, parking meters, pavement markings, landscaping, irrigation, stickers, permanent markers, etc.

Under (#17) Special Events, paragraph 1, delete 'restrooms' from responsibilities. These will be cleaned by the janitorial contractor's staff.

Under (#17) Special Events, section (a), add Two (2) porters to continuously service the park area for trash and debris including trash removal.

Under (#17) Special Events, section (b), add Eight (8) porters for two consecutive days, 1<sup>st</sup> weekend in August with 7:00 AM start time to continuously service the Strand, Pier and public beach for trash and debris including trash removal.

Under (#17) Special Events, section (c), change from Manhattan Open Volleyball Tournament to Hometown Fair. Two (2) porters will be needed for two consecutive days, 1<sup>st</sup> weekend in October at time to be determined by Contract Administrator. City will provide 72 hours advance notice.

Page 29 Under (#17) Special Events, section (d), add Two (2) porters will be needed on the 2<sup>nd</sup> Wednesday in November, 3:00 PM to 11:00 PM.

Under (#17) Special Events, section (e), add Two (2) porters will be needed on the 2<sup>nd</sup> Sunday in December, 3:00 PM to 12:00 AM.

Under (#17) Special Events, section (f), add Two (2) porters will be needed on the 4<sup>th</sup> Sunday in October at time to be determined by Contract Administrator. City will provide 72 hours advance notice. Historically, this has been an 8-hour shift.

Under (#18) For the three Dog runs, Contractor is to provide fresh wood chips (120 cubic yards) on a quarterly basis at contractor's expense.

Please note that only those subscribed to eNews will automatically receive any bid addenda that might be released. If you have any further questions, please contact me at geng@citymb.info or at 310-802-5567.

Sincerely,

Jeon Cer

Gwen Eng Purchasing Manager

This Addendum must be acknowledged by returning a signed copy with your proposal.

All other terms, conditions and specifications remain unchanged for RFP #1166-18.

Name of Company:

Signature:



## **General Services**

Phone: (310) 802-5568 FAX: (310) 802-5590 TDD: (310) 546-3501

> June 4, 2018 Addendum #2 to RFP #1166-18 Landscape Maintenance Services

To All Prospective Bidders:

Please note the following change/clarification to the specifications when submitting your response:

- Q1. Which area(s) has hybrid bermuda grass?
- A1. All of the athletic fields have bermuda grass.
- Q2. Can we pulverize aeration cores into the soil immediately after aeration process?
- A2. Aeration cores must be either pulverized or removed.
- Q3. All irrigation materials will be provided by the City, correct?
- A3. Yes, that is correct. City will provide all irrigation parts.
- Q4. Will the City provide contractor with a yard to station our crew and equipment?
- A4. Past contractors have had an informal agreement with the National Guard located at 3601 Bell Ave. In exchange for landscaping services, the National Guard has allowed the landscaping contractor to house vehicles and equipment in their parking lot adjacent to the City Yard, 3621 Bell Ave.
- Q5. Are we locked into the price submitted with our proposal, without any increase for 5 years?
- A5. Adjustments may be proposed after the first year of the contract, but no more than once annually in a 12-month period. Such increases may not exceed the average change in the previous 6-month period of the Consumer Price Index for Los Angeles area (i.e. 2.5 %) with a maximum of 3% allowed. Proof of increased costs must be provided. In addition, contractor must submit request 30 days in advance and receive City approval.
- Q6. Do we need to close the restrooms as well?
- A6. The closing of restrooms is not part of this contract.
- Q7. How many park restrooms do we need to open before 6am?
- A7. There are 8 restrooms affected by this requirement. They are Live Oak, Sand Dune, Premier Sports Field, Polliwog, Marine Ave., Manhattan Heights and Marine Sports Complex (2 and weekends only),
- Q8. Is turf seeding considered extra work?
- A8. Turf seeding should be incorporated in the contract pricing and not considered an extra.

- Q9. Is the Landscaping contractor responsible for filling the pet waste bag stations?
- A9. City staff will handle refilling the pet waste bag stations.
- Q10. In the event where the contractor needs rubber mulch for the tot lots, will the City provide us with materials?
- A10. No, the contractor is responsible for purchasing and replacing the rubber mulch.
- Q11. In regard to Sand Dune Park, do we have to maintain the sand dunes slopes?
- A11. The replenishment of sand at Sand Dune Park is handled by an outside contractor.

Please note that only those subscribed to eNews will automatically receive any bid addenda that might be released. If you have any further questions, please contact me at geng@citymb.info or at 310-802-5567.

Sincerely,

you Cer

Gwen Eng Purchasing Manager

This Addendum #2 must be acknowledged by returning a signed copy with your proposal.

All other terms, conditions and specifications remain unchanged for RFP #1166-18.

Name of Company:

Signature: