



DEPARTMENT

**COMMUNITY SERVICES DEPARTMENT
PARKS AND RECREATION DIVISION**

**REQUEST FOR PROPOSAL (RFP) NUMBER 134269.
FOR PROFESSIONAL SERVICES**

LANDSCAPE MAINTENANCE SERVICES

MANDATORY PRE-PROPOSAL CONFERENCE: Thursday, November 5, 2009; 10:30 AM, PW Lunch Room at the Municipal Service Center (MSC)

RFP SUBMITTAL DEADLINE: Tuesday, November 24, 2009; 3:00 PM

CONTRACT ADMINISTRATOR: Kathy Bradley

PROJECT MANAGER: Don Piana

**CITY OF PALO ALTO
PURCHASING/CONTRACT ADMINISTRATION
250 HAMILTON AVENUE
PALO ALTO, CA 94301
(650) 329-2271**

**REQUEST FOR PROPOSAL (RFP) NO. 134269
FOR PROFESSIONAL SERVICES**

TITLE: LANDSCAPE MAINTENANCE SERVICES

1. INTRODUCTION

The City of Palo Alto is seeking proposals from qualified firms to provide professional services for LANDSCAPE MAINTENANCE. The required services and performance conditions are described in the Scope of Services, Attachment A, attached herein and made part of this RFP.

2. ATTACHMENTS

The attachments below are included with this Request for Proposals (RFP) for your review and submittal (see asterisk):

- Attachment A – Scope of Services
- Attachment B – Proposer's Information Form*
- Attachment C – Certification of Non-discrimination*
- Attachment D– Sample Agreement for General
- Attachment E – Firm's Experience (Sample Table Format)*
- Attachment F –Cost Proposal Sheets*
- Attachment G – Performance Bonds
- Attachment H- Payment Bonds
- Attachment I – Insurance Requirements*
- Attachment J – City Truck Route Ordinance
- Attachment K – City Noise Ordinance
- Attachment L – Reference Form*

The items identified with an asterisk (*) MUST be filled out, signed by the appropriate representative of the company and returned with submittal.

3. INSTRUCTIONS TO PROPOSERS

3.1 Pre-proposal Conference

A **MANDATORY** pre-proposal conference will be held on Thursday, November 5, 2009 at 10:30 a.m., in the PW Lunch Room, at the Municipal Service Center (MSC), 3201 East Bayshore Rd, Palo Alto, CA. All prospective Proposers intending to submit proposals **MUST** attend. Firms wishing to submit proposals must attend both the pre-proposal conference and the site tours. Proposals will not be accepted from Firms not represented at the Pre-Proposal Conference and the site tours.

3.2 Examination of Proposal Documents

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- 3.2.1 Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of this proposal.
- 3.2.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- 3.2.3 Represent that all information contained in the proposal is true and correct.
- 3.2.4 Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- 3.2.5 Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

3.3 Addenda/Clarifications

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received by the City no later than 5:00 p.m., November 12, 2009. Correspondence shall be addressed to Kathy Bradley, Contract Administrator, City of Palo Alto, 250 Hamilton Avenue, Palo Alto, CA 94301 or e-mailed to kathy.bradley@cityofpaloalto.org. Responses from the City will be communicated in writing to all recipients of this RFP. Inquiries received after the date and time stated will not be accepted and will be returned to senders without response. All addenda shall become a part of this RFP and shall be acknowledged on the Proposer's Form.

The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives.

3.4 Submission of Proposals

All proposals shall be submitted to:

City of Palo Alto
Purchasing and Contracts Administration
250 Hamilton Avenue, Mail Stop MB
Palo Alto, CA 94301

Proposals must be delivered no later than 3:00 p.m. on All proposals received after that time will be returned to the Proposer unopened.

The Proposer shall submit 9 copies in a sealed envelope, including 1 "Original" clearly marked "Original", of its proposal addressed as noted above, bearing the Proposer's name and address clearly marked, "RFP NO. 134269 FOR LANDSCAPE MAINTENANCE SERVICES". **Two sets of the Cost Proposal Sheets, (Attachment D), must be submitted separately, in a sealed envelope clearly marked "Cost Proposal Sheets". The Cost Proposal Sheets, (Attachment D), should also be included within the "Original".** The use of double-sided paper with a minimum 30% post-consumer recycled content is strongly encouraged.

Proposers must BID on ALL ITEMS listed in a specific section.

3.5 Withdrawal of Proposals

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

3.6 Rights of the City of Palo Alto

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Remedy technical errors in the Request for Proposals process;
- Approve or disapprove the use of particular subconsultants;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

4. Proposed RFP Timeline

The RFP Tentative Timeline is as follows:

RFP Issued	October 27, 2009.
Pre-Proposal Meeting (Mandatory)	November 5, 2009; 10:30 AM
Deadline for questions, clarifications	November 12, 2009; 5:00 PM.
Proposal submittal deadline	November 24, 2009: 3:00 PM.
Finalists identified	Week of November 30, 2009, 2009.
Proposer Interviews (If Required)	Week of December 7, 2009

5. Information to be Submitted (to be submitted in this order only)

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

All proposals shall address the following items in the order listed below and shall be numbered 1 through 8 in the proposal document.

5.1 Chapter 1 – Proposal Summary

This Chapter shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Chapter to a total of three (3) pages including the separate sheet.

5.2 Chapter 2 – Profile on the Proposing Firm(s)

This Chapter shall include a brief description of the Prime Proposer's firm size as well as the proposed local organization structure. Include a discussion of the Prime Proposer firm's financial stability, capacity and resources. Include all other firms or subcontractors participating in the Proposal, including similar information about the firms.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by

the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Proposer or its insurers within the last five years.

5.3 Chapter 3 – Qualifications of the Firm

This Chapter shall include a brief description of the Proposer’s and sub-Proposer’s qualifications and previous experience on similar or related projects. Provide in a table format (see Sample Table, Attachment E) descriptions of pertinent project experience with other public municipalities and private sector that includes a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of client’s to be contacted for references. Give a brief statement of the firm’s adherence to the schedule and budget for the project.

This chapter shall include information regarding any relationships with firms and/or individuals who may submit proposals in response to the RFPs being developed.

A. Contractor’s License Requirements

Subject to verification of good standing, Proposer shall submit a copy of its current contractor’s license as issued by the State of California under Chapter 9 of Division III of the California Business and Professions Code (Sections 7000 et seq). The copy of the license shall be attached to Attachment B, Proposer Information Form, of the RFP. The prime contractor for this work shall possess a valid contractor’s license in the following category:

Class A (General Engineering), or,

California Contractors License, C-27, Landscaping

License Number: _____

Classification: _____

Expiration Date: _____

Signature(s) must be the same signature(s) as appear(s) in Attachment B, Proposer Information Form, of the RFP.

Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____
(Print or type name) (Print or type name)

5.4. Chapter 4 – Work Plan or Proposal

This Chapter shall present a well-conceived service plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the Proposer understands the City’s objectives and work requirements and Proposer’s ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm’s ability to meet the City’s schedule, outlining the approach that would be undertaken in providing the requested services.

5.5 Chapter 5 – Proposed Innovations

The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide the City with better service delivery. In this Chapter discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the City, i.e. state of the art equipment, Landscape improvements, etc.

5.6 Chapter 6 – Project Staffing

This Chapter shall discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name, title and specific responsibilities on the project. An organizational chart for the project team and resumes for key Proposer personnel shall be included. Key personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal. All key project personnel must be fingerprinted before being allowed to work on City/School property.

5.7 Chapter 7 – Proposal Exceptions

This Chapter shall discuss any exceptions or requested changes that Proposer has to the City’s RFP conditions, requirements and sample contract. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in the Attachment F – “Sample Agreement for Services.” Items not excepted will not be open to later negotiation.

5.8 Chapter 8 – Proposal Costs Sheet and Rates

The cost information is relevant to a determination of whether the cost is fair and reasonable in light of the services to be provided. Provision of this

information assists the City in determining the firm's understanding of the project, and provides staff with tools to negotiate the cost. Provide in a separate table (See Cost Proposal Sheets, Attachment D) the following information

- Cost for all Services per Site on an annual basis on a site by site basis;
- Cost for all Services per Site if awarded All Sites within a Section, on an annual basis.
- Costs quoted must include all direct labor rates, overhead rate, mark-up percentage. ODC's (other direct costs); and expenses.
- Include direct Labor Rates for proposed staff. (Hourly Rates).

This Chapter shall include the proposed costs to provide the services desired. The hourly rates may be used for pricing the cost of additional services outlined in the Scope of Work.

PLEASE NOTE: The City of Palo Alto does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

6. Contract Type and Method of Payment

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a *not-to-exceed* form of contract. A Sample Agreement of Services is provided as Attachment F.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements in Attachment I. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Chapter 7 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for, as well as specific recommendations, for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the proposed Agreement may be determined by the City, at its sole discretion, to be unacceptable and no longer considered for award.

7. Insurance Requirements:

The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment I. All policies, endorsements, certificates and/or binders shall be subject to the approval of the Risk

Manager of the City of Palo Alto as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. The selected Proposer agrees to provide the City with a copy of said policies, certificates and/or endorsement upon award of contract.

8. Review and Selection Process

City staff will evaluate the proposals provided in response to this RFP based on the following criteria:

In addition to price, the City shall consider the quality of supplies proposed and the quality of services proposed by the Proposer, the financial qualifications of, and the work experience of the Proposer in determining the Best Value for the CITY. This information may be obtained from references and the City's own experience with the Proposer. Other criteria shall include, but not be limited to:

Evaluation Criteria:

- A. Quality and completeness of proposal
- B. Qualifications & experience of proposer; including experience and qualifications of project manager & key staff to be assigned to project
- C. Similar experience and expertise in the type of work required, with the CITY, or with other public agencies
- D. Demonstrated understanding of the scope of services requested, timeframes, scheduling ability, ability to provide back up or follow up services, if needed
- E. References/Financial stability of Firm.
- F. The Cost to the City

9. Oral Interviews

Proposers may be required to participate in an oral interview. The oral interview will be a panel comprised of members of the selection committee.

Proposers may only ask questions that are intended to clarify the questions that they are being asked to respond.

Each Proposer's time slot for oral interviews will be determined randomly. Proposers who are selected shall make every effort to attend. If representatives of the City experience difficulty on the part of any Proposer in scheduling a time for the oral interview, it may result in disqualification from further consideration.

10. Public Nature of Proposal Material

Responses to this RFP become the exclusive property of the City of Palo Alto. At such time as the Administrative Services Department recommends to firm to the City

Manager or to the City Council, as applicable, proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary”. The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Palo Alto may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

11. Collusion

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

12. Disqualification

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- 12.1 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- 12.2 Any attempt to improperly influence any member of the evaluation team;
- 12.3 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;
- 12.4 Evidence of incorrect information submitted as part of the proposal;
- 12.5 Evidence of Proposer’s inability to successfully complete the responsibilities and obligation of the proposal; and
- 12.6 Proposer’s default under any previous agreement with the City, which results in termination of the Agreement.

13. Non-Conforming Proposal

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

14. Gratuities

No person shall offer, give or agree to give any City employee any gratuity, discount or offer of employment in connection with the award of contract by the City. No City employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a city contract.

15. Firms or persons not eligible to submit a proposal

In order to avoid any conflict of interest or perception of a conflict or interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

15.1 The Proposer(s) who works on the procurement will be precluded from submitting proposals or bids as a prime contractor or subcontractor the ultimate procurement.

15.2 The Proposer(s) may not have interest in any potential Proposer for the ultimate procurement.

16. Prevailing Wages.

There is no requirement of prevailing wages. The Contractor is not required to pay prevailing wages in the performance and implementation of the Project, because the City, pursuant to its authority as a chartered city, has adopted Resolution No. 5981 pertaining to prevailing wages, and invokes the exemption from the state prevailing wage requirement with respect to this Project and declares that the Project is funded one hundred percent (100%) by the City of Palo Alto.

17. Proposal Bond Requirement:

Proposers shall submit a Proposal Bond in the amount of not less than five percent (5%) of the Base Proposed Cost Grand Total. The Proposal Bond shall be in the form of cash, a certificate of deposit, a certified check or draft, a cashier's check or draft, drawn on a bank or credit union chartered in the United States of America, and issued or drawn in favor of, and payable to the "City of Palo Alto", or a surety bond in favor of the "City of Palo Alto". City will not accept personal or company check as a form of Proposal Bond.

18 Performance, and Payment (Labor and Material) Bonds

The selected Proposer shall furnish City a Performance Bond, and Payment (Labor and Materials) Bond. Both bonds shall be in the amount of 100% of the contract

price, and in accordance with requirements contained in Attachment G, *Performance Bond*, and in Attachment H,

19. Project Schedule

Time is of the essence. The work, shall commence on January 1, 2010 and shall be completed by June 30, 2010.

20. Specifications

The specifications or scope of work included have been prepared to describe the standard of quality, performance, and other characteristics needed to meet City requirements. The City will accept alternate proposals of a designated material, product, thing, service, "or equal", and will determine if such alternate proposals are satisfactory in meeting mandatory requirements or specification, and if the proposed alternate meets the intent of the original mandatory requirement.

ATTACHMENT A
SCOPE OF SERVICES
SPECIFICATIONS & REQUIREMENTS

LANDSCAPE MAINTENANCE PROJECT

Specifications for the services of Landscape Maintenance of **City of Palo Alto** Parks, Community Centers and City Facilities.

I. GENERAL PROVISIONS

The following provisions, where individually applicable, apply for maintenance standards not limited to Landscape Maintenance, and any and all other items selected as part of this proposal.

II. LOCATION OF PROPERTY

The locations of the areas to be maintained are listed in Section XV of this Attachment. Maps listing the locations of schools and parks will be available at the pre-proposal conference. These maps provide a general scope of the area(s) to be covered in a potential agreement. Proposers are highly encouraged to visit each individual property independently in addition to the mandatory Pre-Bid Site Tours.

III. SCOPE OF WORK- Landscape Maintenance

The contractor awarded this agreement, if awarded, shall provide the highest quality of landscape maintenance services and materials. The contractor agrees to provide the highest quality commercially accepted methods, procedures and scientific controls for landscape maintenance. "Scientific Controls" is understood to mean practices based upon recommendations of the University of California, The U.S. Forest Service, or similarly qualified experts; recommendations in University of California Cooperative Extension Publications, Consumer Products Safety Commission Playground Guidelines and information in standard landscape industry references; This shall include the use of proper knowledge, skills, materials and equipment of a timely basis to maintain all areas in a clean, safe, healthy, and aesthetically acceptable manner during the entire term of this contract.

The contractor agrees to be continuously alert in locating and defining problems and agrees to exercise prompt and proper corrective action. Action times will be prioritized, and low priority items will be given a time line for corrections. A PRELIMINARY WRITTEN REPORT SHALL BE SUBMITTED FOR MAJOR CORRECTIVE PROBLEMS NOT COVERED IN THE CONTRACT. Contractor shall communicate to the City landscape as well as non-landscape related hazards that are seen while on site.

Work requests related to citizen requests or reported hazards require immediate response, within 24 hours of the requests.

The contractor shall furnish landscape maintenance services by qualified site managers and horticulturists to provide a 6-month maintenance program according to maintenance specifications. The provision of such report does not mandate the CITY to extend the Contract. The Contractor's supervisor or representative may be required to report to the Open Space and Parks Division office, or other designated location, Monday through Friday between 6:30am and 8:00 am, except for holidays, which may fall on these days.

The contractor shall report progress to the City of Palo Alto Open Space and Parks Division on the agreed reporting frequency and schedule. A qualified site manager or superintendent of operations shall represent the contractor in monthly meetings and walk-through inspections with City of Palo Alto staff. The contractor shall furnish all labor, materials, equipment, and on site supervision by qualified site managers who shall provide complete, continuous and expert landscape maintenance services.

IV. GENERAL REQUIREMENTS

A.. Landscape Maintenance:

The contractor for this agreement, if awarded, shall provide the City with a landscape maintenance program at the frequencies called for in the special provisions of this RFP. The maintenance program is not limited to specifying daily, weekly and monthly landscape maintenance task schedules covering all areas of responsibility specified in this agreement. The maintenance program will be submitted and agreed upon within 30 calendar days following award of this contract. This program and any changes, deletions, or additions therein, if approved by the City, shall become part of this agreement and shall be used by both the contractor and the City of Palo Alto for performance monitoring of contractor obligations.

Failure to submit a maintenance program within the allotted time period will be considered a non-responsive action, and non-responsiveness will be grounds for termination of this agreement.

The Project Manager shall receive changes to the schedule at least 24 hours prior to the scheduled time for the work. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may result in deduction of payment for work not completed.

The Contractor shall adjust his schedule to compensate for all holidays. The contractor will be required to work on specified holidays and weekends as outlined in this Scope of Work.

A. Staffing Levels:

B sufficient staffing level to successfully satisfy the landscape maintenance expectations within this agreement is required.

C. Monthly Progress Reports

Monthly, the contractor shall provide the City's Parks and Golf Division with monthly progress reports, based on weekly summary of work performed by location and referenced to the maintenance program. The reports will be due no later than the fifth day of the month following services, and is to include the following information:

- a). Total labor, supervision, and horticultural hours provided at each site. This can be in a spreadsheet format with all applicable sites covered under this agreement. Sample format available upon request.
- b). Problem areas encountered during the month.
- c). Monthly application reports for all materials applied by site. This will include location, application date, materials, amount of material applied, etc.
- d) Any additional reports as directed by the Parks and Golf Division.

D. Inventory/Material Safety Data Sheets

Within thirty days of the effective date of this agreement, the contractor will submit to the City a list of all chemicals (fertilizers, pesticides, cleansers etc.) that will be used by the contractor on the sites, together with the required Material Safety Data Sheets. MSDS sheets and product labels shall be in applicator's vehicle.

E. Integrated Pest Management (IPM)

Within 45 days of acceptance of this agreement, the contractor shall submit to the Parks and Golf Division an Integrated Pest Management Program (IPM) that complies with the City of Palo Alto IPM Plan. This IPM will be reviewed annually for updates and modifications. (Reference: City of Palo Alto I.P.M. Plan)

Reports shall be submitted in a timely manner and shall contain accurate and current information regarding the Contractor's performance at each site. Failure to supply these reports in an accurate and timely manner shall be considered a breach of this agreement.

F. Extra Projects/Landscape Upgrades:

All extra projects shall require the submission of a Project Proposal Form or a Work Order Authorization Form. If the contractor does not have available such a form, a

mutually agreeable format will be developed. On any extra project or landscape upgrade, the City reserves the right to obtain competitive bids or quotations.

G. Management Philosophy:

The contractor shall take a pro-active approach in correcting problems within the contractors' span of responsibility and control. Other problems and suggestions for improvements, both short and long term, must be submitted promptly to the City for appropriate action.

H. Public Image and Etiquette:

Contractor employees shall wear company uniforms, which consist of long pants and shirts with company name and individual's name on the shirt. The contractor's staff when needed will utilize rain gear, rain boots, safety shoes, and other safety equipment. All contracted employees while on the site shall exhibit a clean, neat professional appearance. Contractor's equipment and vehicles shall also be professional in appearance, exhibit the company name and phone number, and be well maintained for safe operation. All Contractors' vehicles must display a placard, legible from a distance of 10 feet, with the following language:

Landscape Maintenance Contractor working for the
City of Palo Alto Parks and Golf Division
For information contact :(650) 496-6962

I. Definitions

Responsible parties referred to as City of Palo Alto are deemed to refer to the Parks Project Manager, Parks Superintendent, or Park Supervisor.
The Contractor shall begin work after receiving written notice to proceed from the Parks Superintendent.

V. TERM OF CONTRACT

A. The services to be performed under the contract shall commence, January 1, 2010 and shall be completed by June 30, 2010.

VI. GENERAL CONDITIONS

A. Permits/Parking

The Contractor shall be issued a free maintenance permit from the City's Department of Transportation. This will allow the Contractor's crews to use City parking facilities at no charge during the term of this contract and only while doing landscape maintenance work for the City's Parks and Golf Division.

B. . Payments and Inspection

Payment will be made for work satisfactorily completed as called for in this contract. The City's Representative shall inspect and notify the Contractor of any unsatisfactory work. Unsatisfactory work shall be corrected within 24 hours. Contractor or Contractor's representative shall meet with a representative from the City at least once a month during the life of this contract to inspect Work performed.

The Contractor will bill the City by the 5th of the month following service. The City will pay the Contractor on a monthly basis for labor, equipment and materials provided during the monthly billing period.

C. Property Damage

1. Any private property or city property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City's representative, and shall be rectified in an approved manner back to its former condition, prior to damage, at the Contractor's expense.
2. Any hazardous conditions noted, or seen, by the Contractor that has occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City's Representative.
3. The Contractor is responsible for securing any immediate hazards with caution tape, safety cones, or barricades until a City Representative arrives to the location.

D. Safety

Contractor agrees to perform all work outlined in the Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL E.P.A. Safety Orders at all times so as to protect all person, including contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property.

The Contractor shall be responsible for traffic control and safety regulations as related to any City, State, or County requirements while working on medians and/or roadside strips. The design and operation of work zone traffic controls must comply with U.S. Department of Transportation/Federal Highway Administration guidelines.

Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on city property, including a complete written report thereof to the Project Manager within twenty-four (24) hours following the occurrence.

The Contractor's responsibility shall be continuous and not be limited to working hours or days.

E. Use of Sanitary Landfill

The refuse disposal facilities of the city of Palo Alto Sanitary Landfill located adjacent to East Embarcadero Road in said City will be made available to the Contractor during the life of the contract for the disposal of all trees, rubbish and construction debris generated on work site. *Contractor shall pay all dump fees.* Contractor shall at its sole expense load, haul and deposit said rubbish and debris during normal landfill operating hours. All landfill regulations will apply to all debris deposited by the Contractor. Any questions regarding landfill rules and regulations shall be directed to the Landfill Supervisor. A digest of the refuse disposed area rules and regulations have been appended to this contract.

F. Project Hours of Operation

The Contractor shall conform his operations to the hours between 7:00 a.m. and 5:00 p.m. during the life of the contract. Any other exception shall only be authorized with prior approval of the "Project Manager".

G. City Truck Route Ordinance

The Contractor and any subcontractor or supplies shall at all times comply with the requirements of the City Truck Route Ordinance, a digest of the provisions are attached to this RFP as Attachment J.

H. City Noise Control Ordinance

The Contractor and any subcontractor shall at all times conform their operations with the requirement of the City Noise Ordinance, a digest of the provisions are attached to this RFP as Attachment K.

The Contractor's equipment must be tested to verify that it meets noise ordinance prior to the start of the contract. Contractor is responsible for obtaining certification required by the City for safety and equipment training. **Contractors are not allowed to utilize Fuel Powered Leaf Blowers only Electric Powered Leaf Blowers**

I. Spare the Air Days

The Contractor must comply with regional "Spare the Air" recommendations on designated "Spare the Air Days" that occur throughout the year. At a minimum, no gasoline powered equipment shall be used after 10 a.m. on "Spare the Air Days". The Project Manager will notify the contractor when a "Spare the Air" alert has been designated. The Contractor must coordinate work schedules to accommodate "Spare the Air" recommendations.

J. Materials

All materials shall be provided by the Contractor and shall be the highest quality available. Commercial fertilizers and pesticides shall bear the manufacturer's label and guaranteed analysis. The Contractor must have MSDS sheets for all chemicals available upon request. The Project Manager must approve all materials.

1. Water is to be furnished by the City.
2. Fertilizer shall be a complete, seasonably appropriate granular fertilizer furnishing the required percentage of nitrogen, phosphoric acid and potassium to keep lawns, trees, shrubs and other plants in a healthy and vigorous growing condition at all times.

If there arises a question as to the need for application of fertilizer or the formulation of a fertilizer, soil samples shall be taken from locations specified by the City's representative. They shall be analyzed by a licensed soil analyst at the Contractor's expense and the results and recommendations for the formulation and rates of applications of a complete fertilizer shall be submitted to the City's representative. Contractor shall formulate and apply the fertilizer as per the recommendations of the soil analyst. If the application of iron, zinc or other trace minerals is recommended by the soil analyst or by a recognized plant pathologist to correct a specific soil deficiency, it shall also be applied according to these recommendations at the Contractor's expense.

3. Pesticides shall be of the highest quality obtainable, brought to the job site in the original manufacturer's containers, properly labeled with guaranteed analysis. Any necessary permits, recommendations, etc. shall be the responsibility of the Contractor.
4. Plant materials shall be of the highest quality, displaying a healthy appearance and of a size relevant to their container size. The Project Manager must inspect and approve all plant materials prior to planting.

5. Turf seed shall be of the highest quality available, industry recognized, and approved by the Project Manager prior to application.
6. Tree stakes, tree ties, guy wires shall be of materials to match those existing on the site or approved equal.

K. Shrub, Tree and Ground Cover Care

Maintain shrubs and ground cover in a healthy growing condition by performing the following operations and other work incidental thereto:

1. Water Management - Water deeply and slowly to establish moisture to the full depth of the root zone. Watering shall be done in a manner to avoid erosion, excessive runoff, puddles, or creation of a waterlogged soil condition. Hoses and portable sprinklers shall be used to supplement the sprinkler system where necessary to ensure complete coverage.
2. Pruning and Trimming
 - A. All pruning and trimming shall be done by qualified Professional personnel using ISA recognized and approved standards and techniques. Contractor will submit documentation of training and experience to demonstrate personnel's professional pruning qualifications.
 - B. Excessive pruning or stubbing back will not be permitted.
 - C. All pruning cuts shall be properly made: They shall be cleanly cut with no tearing of the bark.
 - D. The Contractor is responsible for replacing, at their cost, any damage to plant materials caused by excessive pruning, improper pruning techniques, poor equipment etc
 - E. All dead or damaged branches shall be removed immediately.
 - F. Pruning and trimming of shrubs and ground cover shall be done at least six times a year, as needed, to achieve the following:
 - G. To cut back branches that is rubbing on walks, fences and impairing or posing a safety hazard to pedestrians, bicycles, or vehicles.
 - H. To maintain desired shape of plant material.

- I. The Contractor is responsible for maintaining the first 15 feet of the tree measured from the root crown/flare.
 - J. Tree stakes shall be removed as trees mature. Tree ties will be adjusted at least annually to accommodate tree growth.
 - K. All trees should be maintained at a height that conforms to A.D.A. standards for safety (84" above ground level), and which removes hazards to persons, mowers, and property.
3. Flower beds and perennial areas shall be raked, cultivated, and pruned/dead-headed as needed, but no less than once per week.
 4. Ground cover along curbs must be kept within curb and height trimmed as needed.
 5. All ivy ground cover shall be mowed with a composting mower once a year in the winter. Most ivy/ground cover areas have irrigation, primarily fixed risers. The Contractor must flag all irrigation components prior to ivy mowing. The Contractor is responsible for repairing any damage to irrigation system.

VII. INTEGRATED PEST MANAGEMENT PROGRAM (I.P.M.) POLICIES AND PROGRAMS

The City of Palo Alto has adopted a policy and procedure for pest control decisions for an effective way to respond to the questioning public and at the same time improve the agency's internal decision-making process, resulting in more efficient, effective, and safe resolution of pest problems.

The City's goal is a pest management strategy that focuses on long-term prevention or suppression of pest problems with minimum impact on human health, the environment, and non-target organisms. Preferred pest management techniques include encouraging naturally occurring biological control, using alternative plant species or varieties that resists pests; adoption of cultivating, pruning, fertilizing, or irrigation practices that reduce pest problems, or changing the habitat to make it incompatible with pest development, selecting pesticides with a lower toxicity to humans or non-target organisms; Broad spectrum needed according to pre-established guidelines. When treatments are necessary, the least toxic and integrated pest management program requires a thorough understanding of pests, their life histories, their environmental requirements and natural enemies as well as establishment of a regular, systematic program for surveying pests, their damage and/or other evidence of their presence.

- A. Within 45 days and Annually on the anniversary of this agreement, the Contractor shall submit to the City's Parks and Golf Division an **INTEGRATED PEST MANAGEMENT PROGRAM** that complies with the City of Palo Alto I.P.M. Plan. This IPM program shall be reviewed annually for updates and modifications with Parks and Golf Division Staff. Frequent and thorough site inspections, on foot, will be needed to ensure no major infestations occur. The first priority in addressing pests will be to conserve naturally occurring beneficial insects through the use of selective applications of the least toxic effective materials. Biological controls will be based upon sound scientific information such as that provided by the University of California. Conventional pesticides will be given last priority. Parks and Golf Division staff will provide site-specific historical data for known infestations. Contractor shall provide any M.S.D.S. sheets of chemicals that will be utilized.
- B Pest control shall be done only by qualified, trained personnel, under the supervision of a State licensed pest control operator, using materials approved by the Project Manager. The pesticide application shall be done with extreme care to avoid any hazard to any person, pet, or wildlife in the area or adjacent areas, or any property damage. Application shall be in strict accordance with all governing regulations. The Contractor must provide, within 30 days of the Notice to Proceed, their Pest Control Operators License, and the names and license/certification numbers of any individuals responsible for or applying pesticides in accordance with this agreement.
- C. All pest infestations shall be reported to the Project Manager. The Project Manager prior to application shall approve all pesticides applications. Records of all pest control operations stating dates, locations, times, methods of application, chemical formulations, applicators names and weather conditions shall be made and retained in an active file for a minimum of three (3) years.
- D. Written report of all applications shall be provided to the Parks and Golf Division on a monthly basis. The Contractor must use the "Palo Alto Contractor Monthly Pesticide Use Summary" form located within the City of Palo Alto I.P.M. Plan.
- E. All chemicals requiring a special permit for use must be registered with the county Agricultural Commissioner's Office and a permit obtained with a copy to the Parks and Golf Division.
- F. All regulations and safety precautions listed in the "Pesticide Information and Safety Manual, published by the University of California and the Pesticide Safety Information Series (PSIS) published by the California Department of Pesticide Regulation shall be adhered to.
- G. Spraying is not permitted during heavy traffic (vehicle, bicycle, or pedestrian) periods or when winds create uncontrollable material drift. The Project Manager will permit no spraying without prior approval.
- H. Pesticides may not be used within 250 feet of any playground area.

- I. Temporary notice shall be posted during and after a site has been sprayed. all areas sprayed shall be flagged and signed
- J. Contractor agrees to control gophers, squirrels, moles and other rodents causing damage to City Property under the site area of responsibility. In the event of visible evidence of such pests, contractor will restore the area to its proper condition if the damage is current and prevention is within the contractor's control.
- K. Contractor shall replace any plant material that has suffered severely due to lack of proper pest management techniques, if such pest control is possible and practicable
- L. All treated areas must be monitored during and after pesticide application until material has settled and treatment area is completely dry. No unprotected person, pet, or wildlife may enter a treated area until all re-entry intervals have been satisfied.

M. Weeding

All areas, including but not limited to: shrub beds, flower beds, groundcover beds, tree wells, paved areas, sidewalks, cracks, stairways, pavers, expansion joints, decomposed granite paths, picnic areas, playgrounds, under bleachers/benches, must be kept weed free at all times. Weeds shall be removed whenever the appearance becomes unsightly or when requested to do so by Parks and Golf Division staff.

N. Staking and Guying

Maintain and replace stakes and guys with equal material. Maintain and replace plant ties to provide support without chafing of bark. Additional stakes and/or guys shall be placed from time to time to correct misshaping caused by wind. Stakes and guys shall be removed upon request of Project Manager.

O. Fertilization

Fertilize all shrub, ground cover, and planter bed areas three times a year with an approved complete organic granular fertilizer. Fertilize trees as requested, not to exceed twice per year. Fertilizer shall be applied in the spring, summer and in the fall.

P. Replacement of Material

Remove dead and damaged plants and replace with material of equivalent size, condition and variety, subject to approval and purchase owner's representative. Labor shall be provided by the Contractor in a timely manner. Plant material shall be

provided by the City's Parks Division unless damaged is caused by Contractor's negligence (i.e. chemical damage, mechanical damage, water stress.)

Damage not resulting from Contractor's negligence, such as vandalism, vehicle, or weather shall be reported promptly to the Project Manager together with an estimate of materials needed for correction. The City will provide all necessary materials. Labor shall be provided by the Contractor in a timely manner.

Prior to beginning maintenance the Contractor and the city's representative shall inspect and inventory all plants, trees and shrubs to determine their number and condition.

VIII. TURF MAINTENANCE

The following turf maintenance guidelines apply to all turf areas included in this agreement.

Turf shall be maintained areas in a healthy, safe, and aesthetically pleasing condition by performing the following operations and other work incidental thereto:

- A. Mowing - All turf areas are to be mowed typically once a week. An additional weekly mowing may be requested due to weather conditions, special events, and growth flush after fertilizing. Mower setting are to be at 1 ½-2" in height, depending of turf variety. All clippings shall be removed when unsightly and requested by the Project Manager.
- B. Aerification - All turf areas are to be aerified twice a year. Core size shall be at least 3/4" in diameter and 4 to 5 inches in length. Cores need not be removed. Flag/mark irrigation system heads, valve boxes, and quick couplers. Contractor is responsible for repairing any damaged caused by aerification equipment.
- C. Edging - All turf edging shall be edged at least once per month. Examples of edges: along pathways, walkways, around shrubs, trees, sprinklers heads, valve boxes, mow bands, curbs, benches, light poles, or any other fixed object. Herbicide shall not be used as an edging tool. Care must be taken not to damage trees, shrubs, or any other fixed object with edging equipment. String trimmer damage to trees and roots will not be tolerated.
- D. Gopher Control - Contractor shall keep all turf areas free of gophers by using Macabee gopher traps or other approved devices. Holes caused by gophers shall be backfilled with soil approved by the City's representative.
- E. Grub/Larvae Control – Contractor shall keep all turf areas free of grubs and larvae. Damage caused by grubs and larvae shall be re-seeded with an approved turf seed. Grub and larvae species including, but not limited to,

Australian Sod Fly, Bermuda grass Mite, Billbugs, Cutworms, Armyworms, Ground Pearls, Lawn moths, Sod webworms, White Grubs.

- F. Turf shall be fertilized three times annually, using Earthworks organic fertilizer 10-2-5.
- G. Safety hazards must be addressed immediately. Fill holes in turf areas immediately, regardless of cause, as they develop with sufficient soil to prevent tripping hazards.
- H. Re-seeding specifications (refer to individual site specifications)
- I. Turf Sweeping – The contractor must sweep turf areas at the request of the Project Manager. Sweeping will be requested to remove excess turf clippings or leaves. Requests will be more frequent during the fall season, after wind related events, and skipped mowing intervals by the Contractor or City Staff. This includes turf areas mowed by City Staff.
- J. Six foot high portable plastic chain link fencing is to be installed to isolate the soccer field renovation area from use or encroachment by the general public. A minimum of four signs must be provided stating that this filed area is under renovation and will be closed until (date). Fenced area shall be placed in a manner not to interfere with irrigation system watering the newly renovated area.
- K. If necessary, the field will be treated with a post emergent material to eliminate weed infestations and competition with the materials to be planted.
- L. Turf areas shall be scalped mowed down to approximately 3/4" or less in height. Excess clippings shall be vacuumed or finely swept up and disposed.
- M. Holes or low spots greater than 1" in depth are to be filled with a minimum of 25tons of T-mix from T.M.T. The goal is to level the field and eliminate low spots and bumpy areas to create a consistent and even playing field. The Contractor must provide a sufficient amount of soil to achieve the desired field grade. Refer to individual site specifications.
- N. All turf areas will be double aerated using either a conventional drum aerator or a pull behind mechanical rotating tine aerator. This will be completed by aerating in two perpendicular directions. All sprinklers, quick couplers, or other impediments will be flagged before this procedure is initiated. Core size shall be 3/4" diameter minimum, using a deep hollow tine aerator to a depth of 6". The turf areas shall be dragged afterwards to break up the cores.
- O. After aerating, fields will be slit seeded in two directions. Seeding rates shall be 20% Bluegrass and 80% Perennial Rye grass, or approved equal. Seed

varieties must be industry recognized for quality and approved by the Project Manager. Both seed varieties shall be applied uniformly, either by mixing or separate applications of 250 lbs per acre in total. If the maximum discharge rate on the slit seeder does not meet the application rates, broadcast seeding will be allowed after the above procedures have been completed at the maximum rate setting. Upon completion of the drill seeding/broadcast seeding procedure, fields shall be dragged in two directions to set the seed in the soil and into the holes. (Refer to individual site specifications)

- P. Field areas will be fertilized using "starter" type fertilizer (15-15-15) to enhance germination and initial seed vigor. Fertilizer is to be evenly distributed at 10 pounds per 1,000 square feet.
- Q. Field areas will be top-dressed uniformly with a minimum of 1/4" inch layer of top dressing material, which shall be nitrogenized redwood sawdust.
- R. Contractor shall be responsible for grow in of the renovated areas. This includes multiple daily irrigation(s) as necessary to provide optimum moisture conditions for turf germination (this includes weekends and holidays). The grow in period shall be not less than 15 days for preliminary germination of the ryegrasses. After this period, soil conditions will be kept at a moisture level sufficient for development and germination of the bluegrass seedlings, which is normally 25-30 days. Mowing may occur as necessary during this period. Loss of turf due to excessive irrigation and related water logging will be the responsibility of the Contractor. An expected germination and establishment rate of 95% of all seedlings is required.
- S. Contractor shall provide verification of seed varieties (seed label tags) and quantities (shipping tags) during and after each area of renovation. Contractor shall provide seeder calibration data and topdressing calibration data relative to application uniformity. Contractor will document all procedures and provide a daily diary of grow-in activities.

IX. GENERAL MAINTENANCE AND CLEANUP

- A. All clippings, trimmings, cuttings generated by the Contractor shall be promptly removed from the work site at the end of the same day the work is performed. *Dumpsters may not be used on the sites unless approved by Project Manager.*
- B. All areas covered by this agreement, including but not limited to: areas around shrubs and trees, non landscaped islands, sidewalks, patios, planter beds, curbs and gutters shall be kept free from weeds, litter, rocks, glass and debris. Debris including, but not limited to: paper litter, leaf and plant debris, household furniture, household appliances, cardboard, cigarette butts, animal feces,

biohazards (human feces, hypodermic needles), illegal drug paraphernalia, and vehicle parts.

- C. All cracks in sidewalks, curbs, street gutters and other paved areas shall be kept weeded.
- D. All sites' paved areas, including play and picnic areas, shall be swept and cleaned of any dirt, debris, weeds, litter or soils.
- E. Picnic Area: All Tables, benches and barbecue pits shall be kept cleaned three times a week. They shall be washed off weekly between March and November. Picnic area tables and benches shall be scrubbed and washed using a biodegradable cleanser.
- F. All sand areas including sand volleyball courts shall be kept raked and cleaned of any debris.
- G. All parks shall be inspected by contractor for glass and other safety hazards by 10:00 a.m.
- H. All decomposed granite pathways must be raked and not blown where indicated by the Project Manager.
- I. Ornamental garbage enclosures and dumpster enclosures shall be washed and cleaned with a biodegradable cleaner once per month.
- J. Skate bowls, multipurpose bowls and handball courts must be cleaned as needed. Bowls are located at: Mitchell Park, Rinconada Park, Robles Park, Eleanor Park, and Hoover Park. Handball courts at Mitchell Park and a Skate Bowl at Greer Park.

X. PLAYGROUND and PLAYGROUND EQUIPMENT MAINTENANCE

Playground and playground equipment maintenance needs to be performed on an on daily basis. The Contractor must schedule playground maintenance in a logical time frame where playground use is typically low in the morning hours so the playground can be thoroughly cleaned and inspected with minimal interference to and from park users.

- A. All playground sites and equipment shall be inspected at the start of each workday. The fall cushioning material (sand, wood fiber) shall be cleaned and raked level to remove any foreign and hazardous material and neatly groomed daily.
- B. Any playground equipment showing signs of wear, fatigue, vandalism or otherwise presenting an unsafe condition shall be reported immediately to the Project Manager.

- C. Special attention shall be made to areas around and immediately adjacent to play equipment. The fall cushioning material in these areas shall be leveled by distributing material from high areas to low areas.
- D. During the leveling and distribution of fall cushioning material, no concrete footing shall be exposed that could allow children to trip or fall on.
- E. During regular maintenance, the raking and filling of depressions shall be done in a manner to prevent material compaction. The Contractor is responsible for supplying material to playgrounds so that the uniform depth meets safety guidelines. Contractor shall provide labor to install all fall cushioning materials.
- F. The raking and distribution of fall cushioning material around and below the play equipment shall have a cushioning potential and this condition shall extend through the fall zone of any part of the play equipment. Fall zones vary depending upon equipment type and designed use. The Contractor should consult with the Project Manger for questions regarding fall zones around playground equipment.
- G. All play areas shall be maintained free of litter, cans, pop tops, broken glass and other harmful and unsightly debris. Sweep or blow walks around play areas and return fall cushioning material to play area.
- H. Sweep or blow all playground equipment surfaces.

XI. GARBAGE CANS AND ENCLOSURES

All garbage cans must be emptied at the sites listed in this agreement. Garbage cans more than one half full must be emptied. Mechanically or physically compressing garbage is not permitted in lieu of emptying. All garbage cans must be emptied on Mondays and Fridays. All garbage cans must have a liner. The Contractor is responsible for providing garbage can liners. Re-using soiled garbage can liners are not permitted.

Garbage can enclosures, a device used to conceal the garbage can, must be washed monthly using a Biodegradable cleaner.

XII. HOMELESS PERSON ACTIVITY

The Contractor shall alert the Project Manager to any signs of any homeless person activity on any sites listed in this agreement. Homeless person refuse will be classified in two ways: (1) Incidental litter/debris, including but not limited to: bottles/cans, clothing, foodstuff, toiletries, paper products. (2) Encampment debris, including but not limited to, large cardboard, plywood, shopping carts, blankets, sleeping bags, coolers, tents, tarps. The Contractor at the request of the Project Manager must remove

incidental litter/debris generated by any homeless activity. The Contractor at the request of the Project Manager must remove encampment debris generated by any homeless activity. The Contractor will be issued a free dump pass for disposal of encampment debris at the City of Palo Alto Landfill.

XIII. EQUIPMENT

The Contractor is to provide an inventory list of the equipment to be used during this project. The inventory list must include: description, model/make, picture, and VIN # (if applicable) of equipment to be used for the maintenance of the landscaped and non-landscaped grounds specified in this package. The Contractor's equipment inventory must include: a turf sweeper, leaf blowers, and also a 72" mower or larger that satisfies the City of Palo Alto's noise ordinance requirements.

The Contractor shall at all times furnish and maintain sufficient equipment as necessary to perform the work of this contract. Such equipment shall be subject to the inspection and approval of the City's Representative.

If the contractor is unable to consistently provide the necessary equipment to perform the work, it may be considered as grounds of canceling the contract.

XIV. SITE LOCATIONS AND SPECIAL INSTRUCTIONS

Site names, locations, address (when applicable) are listed below. Special maintenance instructions are listed, when applicable, for each site and must be adhered to, in addition to, all other maintenance requirements listed in these specifications.

Item 1- Mitchell Park- 3800 Middlefield Road.

Includes Mitchell Park Community Center and Library

Routine Maintenance

This park requires daily service Monday through Friday all year.

Report any safety or vandalism issues each day.

Report any irrigation problems

Clean and groom play areas, skate rinks, and sand boxes daily.

Paddle ball courts and Tennis courts should be cleaned twice monthly in accordance with

the posted schedule. (Specifications for Tennis court maintenance are included in the

Tennis court /basketball maintenance section.)

Utilize an electric blower once weekly to clean hardscape and pathway areas.

Remove litter/debris from site daily.

Clean barbeque areas and grills twice weekly. Monday/Friday.

Edge turf area monthly

Remove grass clippings from pathways and clumps of grass from turf after mowing cycles.

Leaves should be removed from turf each week prior to mowing as needed. (Especially the fall season). A lawn sweeper is recommended.

Prune shrubs 3x annually.

Mow ivy once a year during March.

Chemical and mechanical control of weeds once monthly.

Aerate 3xs annually to a depth of 4 to 5 inches.

Fertilize 3xs annually with Earthworks organic granular fertilizer 10-2-5. Clean hardscape areas after fertilizing.

Replace landscaping as needed –Plants to be approved by the City.

Mulch all landscape areas to a 3inch depth with clean wood chips once annually during November.

Eradicate evasive pests causing turf or plant damage in a method approved by the city.

Level areas in the turf on an as needed basis to prevent tripping hazards and to prevent muddy or areas of standing water.

Maintain trees up to 15 feet in height. Includes staking, raising limbs, and mulching rings around trees.

Dog Run Maintenance

Annually renovate the decomposed granite area by rototilling and leveling the site. Area should be wet and rolled until packed before opening.

Annually renovate the turf area following the turf specifications included for the rest of the park.

Advance notice of closure must be posted two weeks in advance.

Turf Renovation

The turf areas west of the parking lot restroom must be renovated annually beginning in March and opened in May. The area should be fenced and signed with closure dates.

Aerate the turf to a depth of 4 to 5 inches after flagging irrigation rotors, valves, etc. Topdress with a minimum of 25 tons of fairway sand, and 25 tons of T mix. The goal is to level the turf areas and eliminate low spots, holes and bumpy areas. The field should not have any areas that allow for standing water or depressions greater than ½ inch. Drill seed field with a sport field blend of 80% rye and 20% bluegrass at a rate of 5lbs/1000sq. ft.

Broadcast seed over bare soil areas. Mulch with a minimum of 25 yards of nitrified sawdust in order to cover seeded area at a depth of ¼ inch. The grass should be dense and support activities upon opening.

Mowing:

All mowing must be completed on the scheduled day. The scheduled day is Wednesday. No later than 3:30 P.M.

Includes Mitchell Park Community Center and Library.

Mitchell Park Tennis court cleaning:

Includes 7 tennis courts, 2 Paddle Courts, and 4 Practice Courts

(Specifications for maintenance are combined with Rinconada Courts below)

Mitchell Park Community Center

This site requires service on every Monday, Wednesday, and Friday.

Includes parking lots and medians

Includes patios

Wash patios and walkways twice a month

Manual water planters near entrance.

Mitchell Park Library.

The site requires service on every Monday, Wednesday, and Friday.

Includes parking lots and medians

Includes all patios

Wash patios and walkways twice per month

Includes saucer planters.

Item -2- Rinconada Park-777 Embarcadero Rd.

This Park requires daily service Monday through Friday all year.

Includes two sub-stations on the Hopkins St. side of the Park

Includes the Girl Scout Building

Includes pool turf and hardscape area. Maintenance schedule with pool area must be coordinated with the recreation department seasonally around scheduled events.

Routine Maintenance:

Report any safety or vandalism issues each day

Report any irrigation problems.

Clean and groom play areas, skate rinks, and sand boxes daily

Tennis courts to be cleaned twice monthly in accordance with the posted schedule

Utilize an electric blower once weekly to clean hardscape and pathway areas.

Remove litter/debris from site daily.

Clean barbeque areas and grills twice weekly Monday/Friday.

Edge turf area monthly

Mow courtyard turf each week by Thursday.

Remove grass clippings from pathways and clumps of grass from turf after mowing cycles.

Leaves should be removed from turf each week prior to mowing as needed, especially during the Fall Season. A lawn sweeper is recommended.

Prune shrubs 3x annually.

Mow ivy once year during March.

Chemical and mechanical control of weeds one monthly.

Aerate 3x annually to a depth of 4 to 5 inches

Fertilize 3x annually with Earthworks organic granular fertilizer 10-2-5. Clean hardscape areas after fertilizing.

Replace landscaping as needed. Plants to be approved by the Project Manager

Mulch all landscaped areas to a 3 inch depth once annually in November.

Eradicate evasive pests causing turf or plant damage in a method approved by the Project Manager.

Level areas in the turf on an as needed basis to prevent tripping hazards and to prevent muddy or areas of standing water.

Maintain trees up to 15 feet in height, includes staking, raising limbs, mulching rings around trees.

Turf Renovation

The turf areas west of the restroom must be renovated annually in the beginning of March and be opened by May. The area should be fenced and signed indicating closure dates.

Aerate the turf to a depth of 4 to 5 inches after flagging irrigation rotors, valves, etc. Topdress with a minimum of 25 tons of fairway sand, and 25 tons of T mix. The goal is to level the turf areas and eliminate low spots, holes, and bumpy areas. The field should not have any areas that allow for standing water or depressions greater than ½ inch.

Drill seed field with a sport field blend of 80% rye and 20% bluegrass at a rate of 5 lbs/1000 sq.ft. Broadcast seed over bare soil areas. Mulch with a minimum of 25 yards of nitrified sawdust in order to cover seeded area at a depth of ¼ inch. The grass should be dense and support sport activities upon opening.

Mowing:

All mowing must be done on the scheduled day. The scheduled day is Tuesday. Mowing to be done no later than 3:30 P.M.

Rinconada Tennis Court Cleaning:

Includes 9 tennis courts and 1 Practice court.

(Specifications for tennis court cleaning are combined with Mitchell Park below.)

Item-3- Lucie Stern Community Center-1305 Middlefield Rd.

This site requires service on every Monday, Wednesday, and Friday.

Includes parking lot and landscaped medians.

Includes all parking lot area landscaping.

Includes all exterior landscaping.

Contractor mows small lawns in open courtyard and interior courtyard.
Includes landscaping around air conditioner building.

Includes interior courtyard/fire ring at the Boy Scout area.

Brick pathways must be kept weed-free and free of moss/mold.

Wash brick pathways and open courtyard once per week.

Includes stairway and west side of building

Re-plant flagpole annual bed in spring and fall with 14 Jumbo Cell packs of annuals. The Project Manager shall determine plant species.

Decomposed pathway by flagpole area shall be kept level. All low spots shall be filled to eliminate any standing water and safety hazard.

Maintenance schedule must be adjusted to accommodate special events.

Mowing lawns shall be done on scheduled day, Tuesday by 3:30. P.M.

Tennis Court Cleaning Specifications For Mitchell Park and Rinconada Park.

All courts shall be cleaned twice a month in accordance with the posted schedule.

During the months of March through November (9 months), the courts shall be water broomed to remove all debris. Power washing using a flooding type nozzle must be used in areas with low water pressure. During the months of December through February (3 months), the courts shall be blown to remove all debris.

Litter shall be picked up on each court every time a court is leaned. Litter cannot be blown out of the court and onto adjacent paths and park areas. Litter must be picked up with a 3-foot perimeter of the courts. Litter is to include not only man-made objects, but also debris from plants.

Garbage receptacles located within or adjacent to the tennis courts shall be emptied during each cleaning.

Litter is to be removed from under the bleachers each time the court shall is cleaned at Mitchell Park.

Courts are not to be cleaned when it rains, but as soon after rain as possible.

Monthly reports and invoices shall be submitted on the 5th of each month indicating the condition of the tennis nets, windscreens, and court surfaces.

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

1. I
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er is **INDIVIDUAL**, sign here

Date: _____
Proposer's Signature

Proposer's typed name and title

2. If Proposer is **PARTNERSHIP** or **JOINT VENTURE**, at least (2) Partners or each of the Joint Venturers shall sign here:

Partnership or Joint Venture Name (type or print)

Date: _____
Member of the Partnership or Joint Venture signature

Date: _____
Member of the Partnership or Joint Venture signature

3. If Proposer is a **CORPORATION**, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively:

_____ and _____
Title Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

4. Contractor's License Requirements

Subject to verification of good standing, Proposer shall submit a copy of its current contractor's license as issued by the State of California under Chapter 9 of Division III of the California Business and Professions Code (Sections 7000 et seq). The copy of the license shall be attached to Attachment B, Proposer Information Form, of the RFP. The prime contractor for this work shall possess a valid contractors license in the following category:

Class A (General Engineering), or,

California Contractors License, C-27, Landscaping

License Number: _____

Classification: _____

Expiration Date: _____

Signature(s) must be the same signature(s) as appear(s) above in Attachment B, Proposer Information Form, of the RFP.

Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____
(Print or type name) (Print or type name)

Attachment C

Certification of Nondiscrimination

As suppliers of goods or services to the City of Palo Alto, the firm and individuals listed below certify that they do not discriminate in employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person; that they are in compliance with all Federal, State and local directives and executive orders regarding nondiscrimination in employment.

4. If Proposer is **INDIVIDUAL**, sign here:

_____ Date: _____
Proposer's Signature

Proposer's typed name and title

5. If Proposer is **PARTNERSHIP** or **JOINT VENTURE**, at least (2) Partners or each of the Joint Venturers shall sign here:

_____ Date: _____
Partnership or Joint Venture Name (type or print)

_____ Date: _____
Member of the Partnership or Joint Venture signature

_____ Date: _____
Member of the Partnership or Joint Venture signature

6. If Proposer is a **CORPORATION**, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively:

_____ and _____
Title Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

ATTACHMENT D-SAMPLE AGREEMENT

City of Palo Alto Contract no. _____

GENERAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on the ____ day of _____, 20 ____ [Date to be entered by City Purchasing], by and between the **CITY OF PALO ALTO ("CITY")**, and:

(Name) _____,

(Address) _____ (City) _____

(State) ____ (Zip) _____ (Phone) _____ ("**CONTRACTOR**"). In consideration of their mutual covenants, the parties hereto agree as follows:

1. **SERVICES.** CONTRACTOR shall provide or furnish the services ("Services") described in the Scope of Services, attached as Exhibit A.
2. **EXHIBITS.** The following exhibits are attached to and made a part of this Agreement:
 - "A" - Scope of Services
 - "B" - Schedule of Performance
 - "C" - Compensation
 - "D" - Insurance Requirements
 - "E" - Discrimination Compliance Form
 - "F" - Performance and/or Payment Bond
 - "G" - Liquidated Damages

CONTRACT IS NOT COMPLETE UNLESS ALL EXHIBITS ARE ATTACHED.

3. **TERM.**
 - (a) The term of this Agreement is from _____ to _____, inclusive, subject to the provisions of subsection 3.(b) and Section Q of the General Terms and Conditions.
 - (b) **Option to extend.** CITY has the right to extend the term of this Agreement for ____ additional one year periods (the "Additional Terms"), based upon the same conditions of the initial term, subject to adjustments for compensation as set forth in Section E of the General Terms and Conditions. CITY shall notify CONTRACTOR in writing of its exercise of its option for an Additional Term not less than thirty (30) days prior to the end of the then current term. CITY's exercise of its right to extend the term of this Agreement is not a waiver of the "time is of the essence" provision in Section 4.
4. **SCHEDULE OF PERFORMANCE.** CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Schedule of Performance, attached as Exhibit B. Time is of the essence in this Agreement.
5. **COMPENSATION.** CITY shall pay and CONTRACTOR agrees to accept as not to exceed compensation for the full performance of the Services and reimbursable expenses, if any:

- The total maximum lump sum compensation of _____ dollars (\$ _____); **OR**
- The sum of _____ dollars (\$ _____) per hour, not to exceed a total maximum compensation amount of _____ dollars (\$ _____); **OR**
- A sum calculated in accordance with the fee schedule set forth in Exhibit C,; not to exceed a total maximum compensation amount of _____ dollars (\$ _____).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

- The City has set aside the sum of _____ dollars (\$ _____) for Additional Services. CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR's proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the hourly rates set forth above or in Exhibit C (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.

6. **INVOICING.** Send all invoices to the CITY, Attention: Project Manager. The Project Manager is: _____, Dept.: _____
 Telephone: _____. Invoices shall be submitted in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of Services performed during the invoice period and are subject to verification by CITY. CITY shall pay the undisputed amount of invoices within 30 days of receipt.

GENERAL TERMS AND CONDITIONS

- A. ACCEPTANCE.** CONTRACTOR accepts and agrees to all terms and conditions of this Agreement. This Agreement includes and is limited to the terms and conditions set forth in sections 1 through 6 above, these general terms and conditions and the attached exhibits.
- B. QUALIFICATIONS.** CONTRACTOR represents and warrants that it has the expertise and qualifications to complete the services described in Section 1 of this Agreement, entitled "SERVICES," and that every individual charged with the performance of the services under this Agreement has sufficient skill and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. CITY expressly relies on CONTRACTOR's representations regarding its skills, knowledge, and certifications. CONTRACTOR shall perform all work in accordance with generally accepted business practices

and performance standards of the industry, including all federal, state, and local operation and safety regulations.

- C. INDEPENDENT CONTRACTOR.** It is understood and agreed that in the performance of this Agreement, CONTRACTOR and any person employed by CONTRACTOR shall at all times be considered an independent CONTRACTOR and not an agent or employee of CITY. CONTRACTOR shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.
- D. SUBCONTRACTORS.** CONTRACTOR may not use subcontractors to perform any Services under this Agreement unless CONTRACTOR obtains prior written consent of CITY. CONTRACTOR shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors.
- E. COMPENSATION DURING ADDITIONAL TERMS.** CONTRACTOR's compensation rates may be adjusted effective on the commencement of each Additional Term. The lump sum compensation amount, hourly rates, or fees, whichever is applicable as set forth in section ___ above, may be increased by an amount not to exceed the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland- San Jose area, published by the United States Department of Labor Statistics (CPI) which is published most immediately preceding the commencement of the applicable Additional Term, which shall be compared with the CPI published most immediately preceding the commencement date of the then expiring term. Notwithstanding the foregoing, in no event shall CONTRACTOR's compensation rates be increased by an amount exceeding five percent of the rates effective during the immediately preceding term. Any adjustment to CONTRACTOR's compensation rates shall be reflected in a written amendment to this Agreement.
- F. TAXES AND CHARGES.** CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR's business.
- G. COMPLIANCE WITH LAWS.** CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders
- H. DAMAGE TO PUBLIC OR PRIVATE PROPERTY.** CONTRACTOR shall, at its sole expense, repair in kind, or as the City Manager or designee shall direct, any damage to public or private property that occurs in connection with CONTRACTOR's performance of the Services. CITY may decline to approve and may withhold payment in whole or in part to such extent as may be necessary to protect CITY from loss because of defective work not remedied or other damage to the CITY occurring in connection with CONTRACTOR's performance of the Services. CITY shall submit written documentation in support of such withholding upon CONTRACTOR's request. When the grounds described above are removed, payment shall be made for amounts withheld because of them.
- I. WARRANTIES.** CONTRACTOR expressly warrants that all services provided under this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted business practices and performance standards of the industry and the requirements of this Agreement. CONTRACTOR expressly warrants that all materials, goods and equipment provided by CONTRACTOR under this Agreement shall be fit for the particular purpose intended, shall be free from defects, and shall conform to the requirements of this Agreement. CONTRACTOR agrees to promptly replace or correct any material or service not in compliance with these warranties, including incomplete, inaccurate, or defective material or service, at no further cost to CITY. The warranties set forth in this section shall be in effect for a period of ___ from completion of the Services and shall survive the completion of the Services or termination of this Agreement.

- J. MONITORING OF SERVICES.** CITY may monitor the Services performed under this Agreement to determine whether CONTRACTOR's work is completed in a satisfactory manner and complies with the provisions of this Agreement.
- K. CITY'S PROPERTY.** Any reports, information, data or other material (including copyright interests) developed, collected, assembled, prepared, or caused to be prepared under this Agreement will become the property of CITY without restriction or limitation upon their use and will not be made available to any individual or organization by CONTRACTOR or its subcontractors, if any, without the prior written approval of the City Manager.
- L. AUDITS.** CONTRACTOR agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, CONTRACTOR's records pertaining to matters covered by this Agreement. CONTRACTOR agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) following the terms of this Agreement.
- M. NO IMPLIED WAIVER.** No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this Agreement.
- N. INSURANCE.** CONTRACTOR, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described in Exhibit D. Insurance must be provided by companies with a Best's Key rating of A-:VII or higher and which are otherwise acceptable to the City's Risk Manager. The City's Risk Manager must approve deductibles and self-insured retentions. In addition, all policies, endorsements, certificates and/or binders are subject to approval by the Risk Manager as to form and content. CONTRACTOR shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy. CONTRACTOR shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the City's Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to CITY's Risk Manager, together with the required endorsements and evidence of payment of premiums, to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the CITY's Risk Manager. CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain and provide to CITY separate certificates and endorsements for each subcontractor that meet all the requirements of this section. The procuring of such required policies of insurance shall not operate to limit CONTRACTOR's liability or obligation to indemnify CITY under this Agreement.
- O. HOLD HARMLESS.** To the fullest extent permitted by law and without limitation by the provisions of section F. relating to insurance, CONTRACTOR shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents from and against any and all demands, claims, injuries, losses, or liabilities of any nature, including death or injury to any person, property damage or any other loss and including without limitation all damages, penalties, fines and judgments, associated investigation and administrative expenses and defense costs, including, but not limited to reasonable attorney's fees, courts costs and costs of alternative dispute resolution), , arising out of, or resulting in any way from or in connection with the performance of this Agreement. The CONTRACTOR's obligations under this Section apply regardless of whether or not a liability is caused or contributed to by any negligent (passive or active) act or omission of CITY, except that the CONTRACTOR shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of the CITY. The acceptance of the Services by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Contract.

- P. NON-DISCRIMINATION.** In the performance of this Contract, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONTRACTOR agrees to meet all requirements of Palo Alto Municipal Code, Chapter 2.30 pertaining to nondiscrimination in employment, including completing the Non-Discrimination Compliance Form, attached hereto as Exhibit D, and incorporated herein by this reference.
- Q WORKERS' COMPENSATION.** CONSULTANT, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.
- R. TERMINATION.** The City Manager may terminate this Agreement without cause by giving ten (10) days' prior written notice thereof to CONTRACTOR. If CONTRACTOR fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City Manager may terminate this Agreement immediately upon written notice of termination. Upon receipt of such notice of termination, CONTRACTOR shall immediately discontinue performance. CITY, CITY shall pay CONTRACTOR for services satisfactorily performed up to the effective date of termination. If the termination is for cause, CITY may deduct from such payment the amount of actual damage, if any, sustained by CITY due to Contractor's failure to perform its material obligations under this Agreement. Upon termination, CONTRACTOR shall immediately deliver to the City Manager any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONTRACTOR or given to CONTRACTOR, in connection with this Agreement. Such materials shall become the property of CITY.
- S. ASSIGNMENTS/CHANGES.** This Agreement binds the parties and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of the CITY. No amendments, changes or variations of any kind are authorized without the written consent of the CITY.
- T. CONFLICT OF INTEREST.** In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Contract. CONTRACTOR further covenants that, in the performance of this Contract, it will not employ any person having such an interest. CONTRACTOR certifies that no City Officer, employee, or authorized representative has any financial interest in the business of CONTRACTOR and that no person associated with contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Contract. CONTRACTOR agrees to advise CITY if any conflict arises.
- U. GOVERNING LAW.** This contract shall be governed and interpreted by the laws of the state of California.
- V. ENTIRE AGREEMENT.** This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written.
- W. NON-APPROPRIATION.** This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only

appropriated for a portion of the fiscal year and funds for this Contract are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Contract.

THIS AGREEMENT SHALL BECOME EFFECTIVE UPON ITS APPROVAL AND EXECUTION BY CITY. IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THE DAY, MONTH, AND YEAR FIRST WRITTEN ABOVE.

CITY OF PALO ALTO

CONTRACTOR

Asst. City Manager (Required on contracts \$25K & Over)

By _____
Title _____

Purchasing Manager

Approved as to form:

By: _____

City Attorney

Title: _____

**[NOTARY ACKNOWLEDGEMENT REQUIRED
IF CONTRACTOR IS NOT A SOLE
PROPRIETOR]**

Insurance Review

(SAMPLE)

**EXHIBIT A
SCOPE OF SERVICES**

(In CONTRACT, EXHIBIT A will be attached).

(SAMPLE)
**EXHIBIT B
SCHEDULE**

(In CONTRACT, EXHIBIT B will be attached).

(SAMPLE)
EXHIBIT C

(In CONTRACT, EXHIBIT C will be attached).

(SAMPLE) **EXHIBIT D
INSURANCE REQUIREMENTS**

(In CONTRACT, EXHIBIT D will be attached).

**(SAMPLE) EXHIBIT E
NONDISCRIMINATION COMPLIANCE FORM**

(In CONTRACT, EXHIBIT E will be attached).

***(SAMPLE) EXHIBIT F*
BONDS**

(END OF ATTACHMENTS-SAMPLE AGREEMENT)

ATTACHMENT E
SAMPLE TABLE FORMAT
QUALIFICATIONS OF FIRM RELATIVE TO CITY'S NEEDS

Project Name	Client	Description of work performed	Total Project Cost	Percentage of work firm as responsible for	Period work was completed	Client contact information*
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						

*Include name, title and phone number.

**Attachment F
COST PROPOSAL SHEETS**

Proposer shall complete and submit the following sheets with proposal. THESE SHEETS MUST BE COMPLETED AND INCLUDED IN ALL PROPOSALS SUBMITTED IN A SEPARATE SEALED ENVELOPE CLEARLY MARKED: "COST PROPOSAL SHEETS". One set needs to be included in the Original Proposal package.

In response to this Request For Proposal, (RFP), the undersigned, as Proposer, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other firm or corporation; that the Proposer has carefully examined the location of the proposed work and the plans and specifications herein referred to; and the Proposer proposes and agrees, if this Proposal is accepted, that the Proposal will contract with the City of Palo Alto (City), to provide all necessary materials, equipment, tools, apparatus, and other means of transport services, and to do all the work and furnish all the specified requirements in this RFP, in the manner herein prescribed and at the prices stated in the following Cost Proposal:

Project Title: Landscape Maintenance Services

Proposers must Quote on ALL ITEMS Listed.

ITEM #	UNIT	DESCRIPTION, WITH UNIT PRICE IN WORDS (PRICE IS INCLUSIVE OF ALL APPLICABLE TAXES)	Monthly COST Per SITE	Total Cost for January 2010 through June 2010.
1	Per Month for All Services	Labor, equipment, material, and transportation to provide landscape maintenance for <u>Mitchell Park-3800 Middlefield Road, as per the specifications and requirements outlined in Attachment A.</u> Includes Mitchell Park Community Center and Library (Unit Price in words: _____)	\$	\$
2	Per Month for All Services	Labor, equipment, material, and transportation to provide landscape maintenance for <u>Rinconada Park-777 Embarcadero Rd, as per the specifications and requirements outlined in Attachment A.</u> Includes two sub-stations on the Hopkins St. side of the Park and the Girl Scout Building (Unit Price in words: _____)	\$	\$
3	Per	Labor, equipment, material, and transportation to	\$	\$

ITEM #	UNIT Per Month for All Services	DESCRIPTION, WITH UNIT PRICE IN WORDS (PRICE IS INCLUSIVE OF ALL APPLICABLE TAXES)	Monthly COST Per SITE	Total Cost for January 2010 through June 2010.
	Month for All Services	provide landscape maintenance for <u>Lucie Stern Community Center-1305 Middlefield Rd, as per the specifications and requirements outlined in Attachment A.</u> (Unit Price in words: _____) _____)		
TOTAL FOR ITEMS 1 through 3			\$	\$

Proposal Bond (Proposer shall enter the amount of Bond submitted/enclosed) Enclosed is \$ _____ (Proposal Bond amount of not less than 5% of the Base Proposal Grand Total) which is given as security to assure the undersigned will enter into the contract for performance of the work as is specified herein, if awarded.

NOTE The Proposal Bonds of Proposers shall be returned to such Proposer upon the execution of the contract by City and the successful Proposer.

ATTACHMENT G
Contractor's Performance Surety Bond

WHEREAS, the City Council of the City of Palo Alto, State of California ("City") and _____, ("Principal") have entered into an agreement dated _____, and identified as _____ TBD _____, which is hereby referred to and made a part here of whereby Principal agrees to install and complete certain designated public improvements; and

WHEREAS, Principal is required under the terms of said agreement to furnish a surety bond for the faithful performance of said agreement.

NOW, THEREFORE, Principal and _____, as Surety, incorporated under the Laws of the State of _____, and duly authorized to transact business as an admitted surety, under the Laws of the State of California, are held and firmly bound unto City in the penal sum of - _____ (\$_____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, Principal's heirs, executors, administrators, successors, or assigns shall promptly and faithfully keep and perform the covenants, conditions, and provisions of the above-mentioned agreement and any alteration thereof, with or without notice to the Surety, and if Principal shall satisfy all claims and demands incurred under such agreement and shall fully protect, indemnify, defend, and hold harmless City, its officers, agents, and employees from all claims, demands, or liabilities which may arise by reason of Principal's failure to do so, and shall reimburse and repay City all outlay and expenses which City may incur in making good any default, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

As part of the obligations secured hereto, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by City in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered. Surety shall be liable for any liquidated damages for which the Principal may be liable under its agreement with the City, and such liquidated damages shall be part of the obligations secured hereto, and in addition to the face amount specified therefore.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or

the specifications accompanying the same, shall in any way affect its obligations on this bid security, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Surety above named on _____, 2006.

SURETY, _____ PHONE NUMBER: _____

BY: _____ Its: _____

Contractor: _____

CERTIFICATE OF ACKNOWLEDGMENT

(Civil Code § 1189)

STATE OF _____)

COUNTY OF _____)

On _____, before me, _____, a notary public in and for said County, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

ATTACHMENT H

Contractor's Payment (Labor and Materials) SURETY BOND

WHEREAS, the City Council of the City of Palo Alto State of California ("City") and _____, ("Principal"), have entered into an agreement dated _____, and identified as _____ TBD _____, which is hereby referred to and made a part here of, whereby Principal agrees to install and complete certain designated public improvements; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work to file a good and sufficient payment **surety bond** with the City of Palo Alto to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Park 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, Principal and

_____, **as Surety, incorporated under the laws of the State of _____, and duly authorized to transact business as an admitted surety, under the Laws of the State of California, are held and firmly bound unto City in the penal sum of _____ (\$_____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.**

The condition of this obligation is such that if Principal, Principal's subcontractors, heirs, executors, administrators, successors, or assigns shall fail to pay any of the persons, companies, or corporations, referred to in Section 3181 of the California Civil Code, as amended, with respect to any work of labor performed or materials supplied by any such persons, companies, or corporations, which work, labor, or materials are covered by the above-mentioned agreement and any amendments, changes, change order, additions, alterations, or modifications thereof, or any amounts due under the California Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, as amended, with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bid security, the Surety will pay a reasonable attorney's fee to be fixed in court.

It is hereby expressly stipulated and agreed that this surety bond shall inure to the benefit of any and all persons, companies, and corporations entitled named in Section 3181 of the California Civil Code, as amended, so as to give a right of action to them or their assigns in any suit brought upon this surety bond.

The Surety hereby stipulates and agrees that no amendment, change, order, addition, alteration, or modification to the terms of the agreement of to the work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligations on this surety bond, and it does hereby waive notice of any such amendment, change, change order, addition, alteration, or modification to the terms of the agreement or to the work performed thereunder or to the specifications accompanying the same.

IN WITNESS WHEREOF, this instrument has been duly executed by the Surety above named on _____, 2006.

SURETY, _____ PHONE NUMBER:

BY: _____ Its:

Contractor:

CERTIFICATE OF ACKNOWLEDGMENT

(Civil Code § 1189)

STATE OF _____)

COUNTY OF _____)

On _____, before me, _____, a notary public in and for said County, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

ATTACHMENT I INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH A BEST'S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED,

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION AUTOMOBILE LIABILITY	STATUTORY STATUTORY		
YES	COMPREHENSIVE GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	COMPREHENSIVE AUTOMOBILE LIABILITY, INCLUDING, OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES/NO TBD	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: PROPOSER, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY PROPOSER AND ITS SUBCONSULTANS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURES CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

BELOW:

- I. INSURANCE COVERAGE MUST INCLUDE:
 - A. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
 - B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY – SEE SECTION TBD, SAMPLE AGREEMENT FOR SERVICES.
- II. SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE, **OR** COMPLETE THIS SECTION AND IV THROUGH V, BELOW.
 - A. NAME AND ADDRESS OF COMPANY AFFORDING COVERAGE (NOT AGENT OR BROKER):

B. NAME, ADDRESS, AND PHONE NUMBER OF YOUR INSURANCE AGENT/BROKER:

C. POLICY NUMBER(S):

D. DEDUCTIBLE AMOUNT(S) (DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL):

III. AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AND PROPOSER'S SUBMITTAL OF CERTIFICATES OF INSURANCE EVIDENCING COMPLIANCE WITH THE REQUIREMENTS SPECIFIED HEREIN.

IV. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURES"

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURES.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURES UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

V. PROPOSER CERTIFIES THAT PROPOSER'S INSURANCE COVERAGE MEETS THE ABOVE REQUIREMENTS:

THE INFORMATION HEREIN IS CERTIFIED CORRECT BY SIGNATURE(S) BELOW. SIGNATURE(S) MUST BE SAME SIGNATURE(S) AS APPEAR(S) ON SECTION II, ATTACHMENT A, PROPOSER'S INFORMATION FORM.

Firm: _____

Signature: _____

Name: _____

(Print or type name)

Signature: _____

Name: _____

(Print or type name)

NOTICES SHALL BE MAILED TO:

**PURCHASING AND
CONTRACT ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303.**

Attachment J

CITY OF PALO ALTO

DIGEST OF TRUCK REGULATIONS

(Instructions)

I. **DEFINITIONS** (Refer to Map herein)

- A. **Truck:** Any Vehicle exceeding a maximum gross weight of seven (7) tons.
- B. **Restricted Street:** All streets in the City except through and local truck routes.
- C. **Through Truck Route:** Any street upon which the unrestricted use of trucks is permitted. Through truck routes are indicated as heavy lines on the map.
- D. **Local Truck Route:** Any street upon which trucks with an origin and/or destination in the City may operate but only between the hours of 7:00 a.m. and 7:00 p.m. These local truck routes become restricted streets between the hours of 7:00 p.m. and 7:00 a.m. Local truck routes are indicated as dashed lines on the map.
- E. **Destination or Destinations:** Either a single delivery or several deliveries within *Multiple Delivery Zones* on the map.

II. **GENERAL**

- A. No truck shall be driven in any business district between the hours of 7:00 a.m. to 6:00 p.m. on any day except Sunday if its load extends more than three feet to the front or more than ten feet to the rear.
- B. When appropriate signs are erected, no person shall operate, drive, or cause to permit to be operated or driven, any truck on any restricted street except as hereinafter provided.
- C. No truck shall enter or leave the City except on a through or local truck route. Circles show exit points entry– on the map.
- D. All trucks entering the City for destinations outside the City shall operate only over a through truck route.
- E. All trucks entering the City for destinations in the City shall proceed only over a through or local truck route and shall deviate therefrom only by the shortest and most direct route between each destination and the nearest through or local truck route. Upon leaving each destination, a deviating truck shall return to the nearest through or local truck route by the shortest and most direct route except that it may go directly to the next destination by the shortest and most direct route without regard to truck routes if it will result in a shorter distance being traveled on restricted streets.

- F. All trucks, on a trip originating in the City and traveling in the City for destinations outside the City, shall proceed by the shortest and most direct route to the nearest through or local truck route.
- G. All trucks, on a trip originating in the City and traveling for destinations in the City, shall proceed by the shortest and most direct route to the nearest through or local truck route and shall then deviate therefrom only by the shortest and most direct route between each destination and the nearest through or local truck route except that it may go directly to the next destination by the shortest and most direct route without regard to truck routes if it will result in a shorter distance being traveled on restricted streets.
- H. The interpretation of the above shall be as follows:
 - 1. All trucks making deliveries or pickups east of Middlefield Road (assuming Middlefield to run north-south) must come from through or local truck routes east of Middlefield.
 - 2. All trucks making deliveries or pickups west of Middlefield Road must come from through or local truck routes west of Middlefield.
 - 3. All trucks making deliveries or pickups to the Middlefield Road multiple delivery zones must use Oregon Expressway 24 hours a day. All trucks making deliveries or pickups to other sections of Middle Road may use any through or local truck route, but must remain on the through or local truck route to the point nearest their destinations.
 - 4. All trucks making deliveries or pickups to Stanford Industrial Park must come from El Camino Real, Alma, or Page Mill Road or from Bayshore via San Antonio between Bayshore and Alma without using any restricted streets between Bayshore and El Camino Real.

III. WEIGH-IN

Any police officer shall have the authority to order any commercial vehicle not on a through truck route to a public or private scale to determine if it is in compliance with this section of the Code.

IV. EXCEPTIONS

- A. Trucks making pickups or deliveries on restricted streets can use restricted streets between the nearest through or local truck route and the specific address.
- B. This section shall not apply to the following:
 - 1. Passenger buses controlled by the P.U.C. and school buses.
 - 2. Any vehicle owned or operated by a public utility, or by the City, or refuse vehicles under contract with the City.
 - 3. Any authorized emergency vehicle.

V. GRADING PERMITS

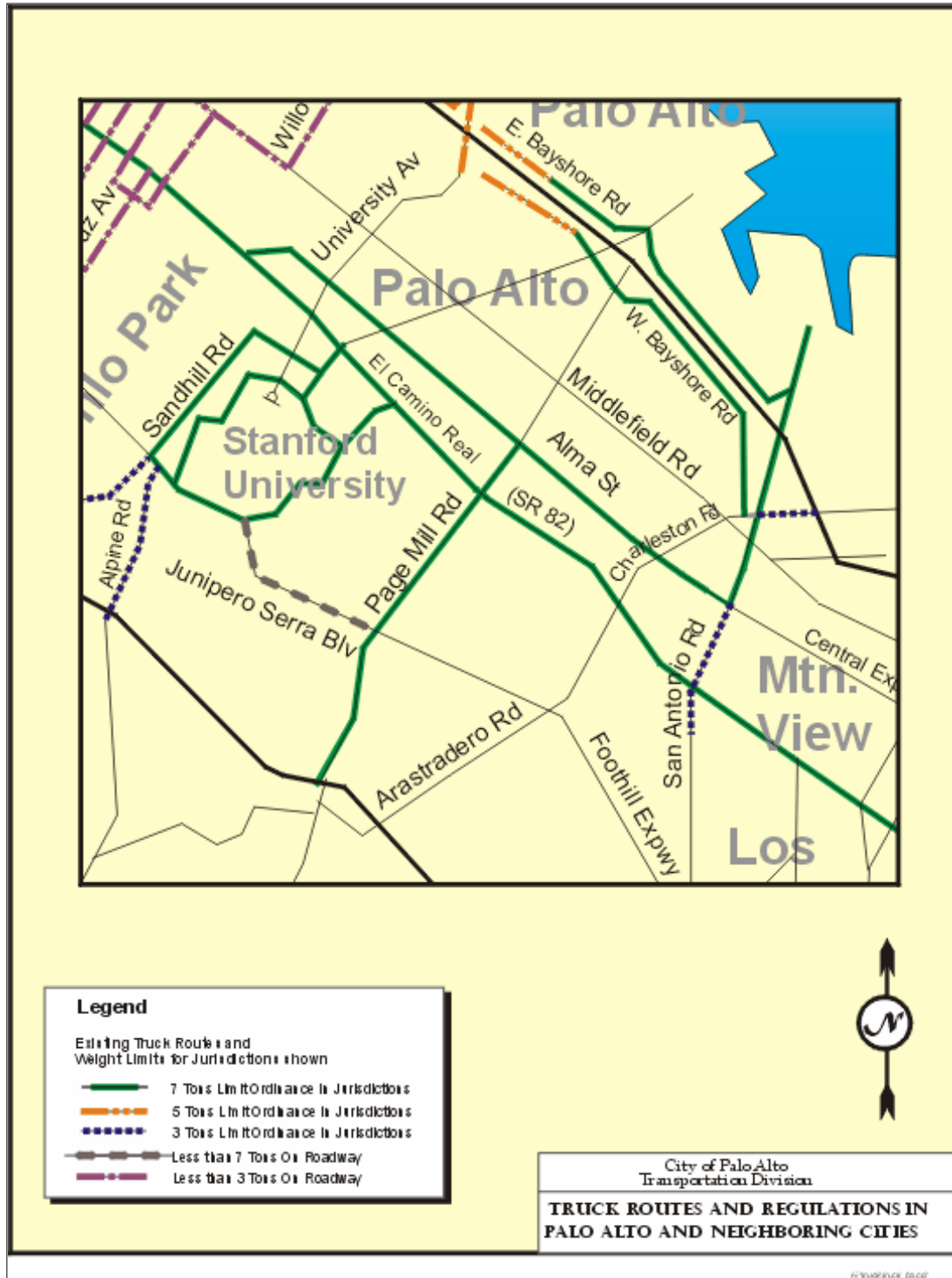
Truck routes designated in permits issued under the provisions of the Excavation, Grading and Fills Ordinance must be in compliance with routes established in this section.

THIS DIGEST SHALL IN NO WAY CHANGE THE LEGAL INTERPRETATIONS OR MEANING OF THE PALO ALTO MUNICIPAL CODE.

CITY OF PALO ALTO, CALIFORNIA

TRUCK ROUTE MAP

Chapter 10.48 P.A.M.C.



ATTACHMENT K

PALO ALTO MUNICIPAL CODE SECTION 9.10, NOISE ORDINANCE

On August 23, 1972, Municipal Code Section 9.10, Noise Ordinance, was enacted by the City Council, limiting excessive noise in the City of Palo Alto. The Council has made several amendments to the Ordinance since 1972, last amendment effective January 3, 2002 to change the contractor's hours of operations as noted below. The Ordinance gives municipal authority over all vehicular and non-vehicular noise sources, including building activities such as construction, repairs, or installations that may result in the adverse effects of noise on the community.

A copy of the Ordinance may be requested from the Project and/or the Contract Manager (ask for the Palo Alto Municipal Code Section 9.10, Noise Ordinance). The Ordinance is also included in the Department of Public Works Standard Drawings and Specifications (1992), which is available from the Development Center, 285 Hamilton Avenue, or at the Revenue Collections Counter, 250 Hamilton Avenue, Palo Alto, CA 94301.

BRIEF OVERVIEW

The noise level from the Contractor's operations within residential and non-residential properties, between the hours listed below shall not exceed 110 dBA at a distance of 25 feet from the equipment.

Construction hours:

Monday-Friday	8:00 a.m. to 6:00 p.m.
Saturday	10:00 a.m. to 6:00 p.m.
Sunday/Holidays	Construction prohibited.

Noise level requirements shall apply to all equipment on the job or related to the job including, but not limited to trucks, transit mixers or transient equipment that may or not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

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

Sections of the Ordinance:

9.10.010	Declarations of Policy
9.10.020	Definitions
9.20.030	Residential Property Noise Limits
9.10.040	Commercial and Industrial Property Noise Limits
9.10.050	Public Property Noise Limits
9.10.060	Special Provisions
9.10.070	Exception Permits
9.10.080	Violations

This summary does not in any manner supersede the requirements of the Ordinance nor relieve the Contractor from the responsibility of fully complying with ordinances regulating noise levels.

**ATTACHMENT L
REFERENCES**

Reference #1:

Name: _____ **Name of Firm:** _____

Title/Position: _____ **Contact Phone #** _____

Address: _____

Reference #2:

Name: _____ **Name of Firm:** _____

Title/Position: _____ **Contact Phone #** _____

Address: _____

Reference #3:

Name: _____ **Name of Firm:** _____

Title/Position: _____ **Contact Phone #** _____

Address: _____

Reference #4:

Name: _____ **Name of Firm:** _____

Title/Position: _____ **Contact Phone #** _____

Address: _____

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