

## CITY OF PITTSBURG REQUEST FOR QUOTATION

### Contract 2021-14 Southwest Pittsburg Geological Hazard Abatement District Bi-Annual Weed Abatement

#### NOTICE IS HEREBY GIVEN

that sealed proposals for the work entitled: Contract No. 2021-14 Southwest Pittsburg Geological Hazard Abatement District Bi-Annual Weed Abatement will be received by the City of Pittsburg at the front of City Hall, 65 Civic Avenue, Pittsburg, California (first floor) until **2:00 p.m. on September 29, 2021** at which time they will be opened and read aloud.

#### PROJECT DESCRIPTION

The Southwest Pittsburg Geological Hazard Abatement District (“GHAD II”) is soliciting bids from qualified firms to perform weed abatement at various GHAD owed parcels. All necessary tools and equipment, materials, labor, and supervision (including cost of insurance and all payroll taxes on such labor) needed for weed removal services must be furnished by the firm. The project is to be completed entirely 4 times between October 1, 2021, and June 14, 2023. Daily weed abatement operations Monday through Friday shall commence no earlier than 8:00 A.M. and shall be completed each day no later than 4:00 P.M. Work included in this contract will be completed according to the following schedule:

In October 2021 no later than: **October 22, 2021**

In June 2022 no later than: **June 15, 2022**

In October 2022 no later than: **October 21, 2022**

In June 2023 no later than **June 14, 2023**

To be considered, each vendor submitting a bid must meet or exceed all specifications and requirements stated herein. The Request for Quote (RFQ) is not a contract and the GHAD II reserves the right to reject any and all bids. All materials and documents submitted with the bid will become the property of the GHAD II.

Bids shall be valid and binding upon the bidder and irrevocable for a period of sixty (60) days.

**Bids must be received no later than September 29, 2021 at 2:00 P.M.**

**Questions:**

Technical questions should be directed in writing to Gina Haynes, City of Pittsburg, Engineering Department, 65 Civic Avenue, Pittsburg, California, 94565, or by email to [2021-14bidinfo@ci.pittsburg.ca.us](mailto:2021-14bidinfo@ci.pittsburg.ca.us).

**Contractor's license:**

All Bidders shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project. The Successful Bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time the contract is awarded. The class of license shall be of the classification applicable to the work specified in the contract. All bidders shall be licensed in accordance with laws of this State and any bidder or contractor not so licensed is subject to the penalties imposed by such laws.

**Prevailing Wages:**

Pursuant to provisions of Section 1773 of the Labor Code of the State of California, it shall be mandatory upon the Contractor to pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. In addition, the Contractor shall be responsible for compliance with the requirements of Section 1777.5 of the California Labor Code relating to apprentices on public works contracts.

The City of Pittsburg reserves the right to reject any bid and the right to waive any minor irregularity or informality in the Contract Proposal. Costs for submitting a bid is the sole responsibility of the Bidder and the claims for reimbursement will not be accepted by the City.

## CITY OF PITTSBURG GENERAL AND WORK CONDITIONS

### 1. Compensation

The Contractor agrees to receive and accept the prices shown as full compensation for furnishing all materials and for doing all the work contemplated and embraced in the order; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner according to the requirements of the City's inspection.

### 2. Indemnification

The Contractor shall indemnify, defend and hold harmless City against and from any and all claims or suits for damages or injury arising from Contractor's performance of this agreement or from any activity, work, or thing done, permitted or suffered by Contractor in conjunction with the performance of this contract, and shall further indemnify, defend and hold harmless City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Contractor hereunder, and against and from all costs, attorney's fees, expenses and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

### 3. Laws to be Observed

The Contractor shall keep fully informed of and shall comply with all existing State and Federal laws and all municipal ordinances and regulations of the City of Pittsburg which in any manner affect those engaged, or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

### 4. Contractor's Licensing Laws

Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of Contractors. All bidders and Contractors shall be licensed in accordance with the laws of the State of California and any bidder or Contractor not so licensed is subject to the penalties imposed by such laws.

### 5. Permits or Licenses

The Contractor shall procure all permits (encroachment permit) and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

### 6. Default

If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment for the benefit of creditors, the City of Pittsburg shall

have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon the City of Pittsburg shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to the City of Pittsburg for all costs incurred by the City of Pittsburg in completing or procuring the completion of performance in excess of the contract price herein specified. The City of Pittsburg's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance or course of dealing. Time is of the essence hereof.

#### **7. Independent Contractor**

The Contractor is an independent contractor retained by the City to perform the work described herein. All personnel employed by the Contractor, including Subcontractors and personnel of said Subcontractors approved by the City, are not and shall not be deemed to be employees of the City. The Contractor and approved Subcontractors shall comply with all State and Federal laws pertaining to employment and compensation of their employees or agents, including the provision of Workers' Compensation. The City shall not, under any circumstances, be liable to Contractor for any person or persons acting for him/her for any death, injury, or property destruction or damage received or claimed relating to or stemming from the activities undertaken pursuant to this agreement.

#### **8. Safety**

All equipment and materials shall comply with all Federal, State and local safety rules and regulations including OSHA.

#### **9. Assignment**

The City is entering into this agreement in consideration of the rendition of the services required herein by Contractor. Contractor shall not assign any of the duties, responsibilities, or obligations of this agreement to any other firm, company, entity, or individual, except with the express written consent of City. Nothing set forth in this paragraph shall preclude Contractor from assigning any of the money due and owing to it from City.

#### **10. Execution of Contract Agreement**

The Contract Agreement shall be signed by the successful bidder and returned, together with the insurance certificate and insurance endorsements before work can begin.

#### **11. Time of Completion**

The Contractor shall complete all the work under this contract between October 1, 2021, and June 14, 2023.

#### **12. Payments and Retention**

Contractor shall submit a payment request for the total amount of the work completed. Payment is net 30 days

## CITY OF PITTSBURG INSURANCE REQUIREMENTS

### **Insurance – General:**

All insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail not less than thirty (30) days before expiration or cancellation is effective.

At the time of execution of the Agreement, the Contractor shall, at the Contractor's own expense, procure and at all times during the prosecution of the work hereunder and until final completion thereof, maintain in full force and effect Workers' Compensation Insurance and Public Liability Insurance, as follows:

A policy covering the full liability of the contract, to any and all persons employed by him/her directly or indirectly in or upon said work, or their dependents, in accordance with the provision of the Labor Code of the State of California relating to Workers' Compensation Insurance.

A policy of Public Liability Insurance naming the City of Pittsburg, its officers, officials, agents, employees and volunteers as additional insured against all loss from liability, contingent or otherwise, for injury to, or death of, any person or persons or damage to real or personal property, arising in or by reason of, or in connection with, the performance of the work herein, contemplated and agreeing to defend against all claims, demands, actions or legal proceedings made or brought by any person by reason of any such injury, death or damage, and to pay all judgments, interests, costs, legal and other expenses arising out of or in connection therewith. One insurance policy shall cover all risks on the work. Said liability insurance shall be an event occurrence and not a claims made policy.

The policy mentioned in this section shall be issued by an insurance carrier satisfactory to said City and shall be delivered to the City at the time of delivery of such contract. In lieu of actual delivery of such policies, certificate(s) issued by the insurance carrier showing such policies to be in force for the period covered by the contract may be delivered to the City. Such policies and certificate(s) shall be of a form approved by the City Attorney of said City. Should any policy be canceled before final completion of the work herein contemplated and the Contractor shall fail to immediately procure other insurance as herein required, then the City may procure such insurance and the cost of such insurance shall be deducted from any monies due to the Contractor.

**Automobile & Liability Insurance:**

The Contractor shall furnish the City a policy or certificate of liability insurance in which the City is named as an additional insured with the Contractor. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the City shall be named as an additional insured covering all operations of the Contractor, whether liability is attributable to the Contractor or the City.

The Contractor shall file with the City a satisfactory "blanket coverage" policy of insurance. The policy shall insure the City, its officers, officials, agents, employees and volunteers while acting within the scope of their duties, against all claims arising out of or in connection with the work. The policy shall provide the following minimum limits:

**Bodily Injury & Property Damage \$2,000,000 CSL**

Said liability insurance shall be an event occurrence and not a claims made policy.

In those situations where the City is named additional insured with the Contractor, the insurance coverage provided by the Contractor, in accordance with these Specifications, shall be the primary coverage and no other coverage available to City shall be called upon to respond until the limits provided by the Contractor have been exhausted. Contractor shall provide City with evidence of its inclusion in Contractor's insurance, as required by the Specifications, by providing to City a Certificate of Additional Insured Endorsement.

The City, its officers, officials, agents, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the Civil Code. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Except as provided for in Subsection 6-22, the Contractor shall save, keep and hold harmless the City, its officers, officials, agents, employees, and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work, which may be occasioned by any willful or negligent act or omission of the Contractor, any of the Contractor's employees, or any subcontractor. The City will not be liable for any accident, loss or damage to the work prior to its completion and acceptance, except as provided for in Subsection 6-22 of the Standard Specifications.

**Worker's Compensation Insurance:**

Before execution of the contract by the City Council, the Contractor shall file with the Engineer the following signed certification:

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

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Engineer before execution of the contract. The City, its officers or employees will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

All compensation insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail not less than thirty (30) days before expiration or cancellation is effective.

## INTRODUCTION

The scope of work includes thirteen (13) locations located in the City of Pittsburg and labor will be performed according to the following schedule:

In October 2021 no later than: **October 22, 2021**

In June 2022 no later than: **June 15, 2022**

October 2022 no later than: **October 21, 2022**

June 2023 no later than **June 14, 2023**

The work performed within the San Marco Open Space and Mitigation Area (Preserve) shall be completed according to the requirements identified in the “Open Space Preserve Long Term Management Plan” attached as Exhibit A and part of this contract. Work within the Preserves shall only include Hand/Mechanical Removal and Use of Herbicides for Non-Native/Exotic Pest Plant Management.

**Table 1. GHAD Parcel Summary Table**

<b>GHAD Owned Parcels</b>	<b>Area</b>	<b>Area (Acre)</b>	<b>Approximate Location</b>
*091-050-061	Reach #1 & Upper Detention Basin	8.54	San Marco Blvd
*091-180-003	Reach #2	1.00	San Marco Blvd
*091-160-063	Reach #3 (Upper Portion)	0.82	San Marco Blvd
*091-190-045	Reach #3	0.70	San Marco Blvd
*091-050-059	Reach #3 (Lower Portion)	1.04	San Marco Blvd
*091-050-040	Reach #4	0.19	San Marco Blvd
*091-050-041	Reach #4	0.14	San Marco Blvd
*091-050-055	Lower Detention Basin	6.25	San Marco Blvd
092-010-017	Vista Del Mar	2.15	Tomales Bay Drive
093-460-009	Vista Del Mar	8.88	Tomales Bay Drive
093-470-028	Vista Del Mar	6.22	Tomales Bay Drive
093-490-139	Vista Del Mar	1.37	Galvaston Bay Court
093-270-092	Vista Del Mar	0.40	Beachwood Drive

\*San Marco Open Space and Mitigation Area (Preserve)



## SETTING

The Southwest Pittsburg Geological Hazard Abatement District II (SW GHAD II) encompasses the 18.7 acre San Marco Open Space and Mitigation Area (Preserve) and the 19 acre Vista del Mar Area in Pittsburg, California. Contractors shall have the right to enter upon all lands within the GHAD owned parcels, as shown in Figure 1, for the purpose of performing management, maintenance and abatement activities described in the following sections of this document and in the “Open Space Preserve Long Term Management Plan” attached as Exhibit A. Such activities include, but are not limited to: mowing, rotary cutting, chain sawing, chemical control techniques, and non-native plant species management within the open space areas. In managing the Preserve, measures must be taken to guarantee that activities will be carried out in a manner that is not unnecessarily damaging to the conservation values of the Preserve and ensure the existing conditions are maintained over the long term.



**Figure 1 – San Marco Open Space and Mitigation Area**

GHAD ownership of the selected parcels is shown in Figure 1. A total of eight (8) parcels are contained within the Preserve while five (5) parcels account for the Vista Del

Mar Area. The Preserve consists of three (3) mitigation areas: an Upper Detention Basin, a Lower Detention Basin and the Babbling Brook. The Babbling Brook consists of four (4) downstream reaches connected by underground culverts that convey flows between each reach. Reach #1 extends below the upper detention basin to Rio Verde Circle. Reach #2 extends from Rio Verde Circle to Santa Teresa Drive. Reach #3 extends from Santa Teresa Drive to West Leland Road. Reach #4 is on the east side of San Marco Boulevard and divided into two sections by Isola Drive. As specified in this document, measures must be taken to ensure that the created wetland and riparian habitats existing within the Preserve are maintained in perpetuity. The Vista Del Mar Area consists of two main slopes: the Greenmeadow Slope and the Santa Lucia Slope. As a consequence of slope instability in the area, precaution must be taken into account during weed abatement.

### **SAN MARCO – OPEN SPACE PRESERVE MANAGEMENT ACTIVITIES**

The contractor's responsibilities are detailed in the Open Space Preserve Long-Term Management Plan (Exhibit "A") and include:





- Vegetation control within the open space.
- Removal of non-native invasive plant species as identified by the GHAD biologist.
- Maintaining a Log for the Preserve that summarizes the daily work activities.

### **NON-NATIVE PLANT SPECIES MANAGEMENT**

Non-native invasive plant species removal will be accomplished by manual weed control techniques and EPA-labeled herbicides that will avoid harming wetland and upland habitats. While the recommended method for vegetation control is hand removing, other methods of removal can be initiated if hand removal methods are found to be ineffective. On the condition that exotic pest plants become pervasive, the use of EPA-labeled herbicides can be used if all applicable laws, regulations and safety are followed.

Invasive non-native plant species that could compete with the native species within the Preserve must be removed upon detection and hauled off site. The species that should be given priority for management are outlined below in Table 2. A written description indicating the approximate location of the required abatement activities on each mitigation area is presented in Figures 2-8.

**Table 2.** Preserve Maintenance Summary

<b>Non-Native Plant Species</b>	<b>Location</b>	<b>Activity</b>
<p>Yellow star-thistle<sup>1</sup></p>  	<p>Upper Detention Basin</p>	<p>Remove invasive species on the slopes surrounding the Upper Detention Basin.</p> <p>Ensure that mowers that are cleaned between use in the open space.</p>
<p>Stinkwort<sup>2</sup></p>  	<p>Upper Detention Basin</p>	<p>Remove invasive species on the slopes surrounding the Upper Detention Basin.</p> <p>Ensure that mowers that are cleaned between use in the open space.</p>

Himalayan blackberry<sup>3</sup>



Reach #1





Remove invasive species within the Preserve.



Jubata grass<sup>4</sup>



Reach #2

Remove invasive species along the southwestern fence line.

<p>Harding grass<sup>5</sup></p>  	<p>Reach #2 &amp; Reach #3 (Upper Portion) &amp; Reach #3 (Lower Portion)</p>	<p>Remove invasive species located at the channel bottom.</p>
<p>Artichoke thistle<sup>6</sup></p>  	<p>Lower Detention Basin</p>	<p>Remove invasive species located around the basin and near the concrete spillway.</p>

<p>Perennial pepperweed<sup>7</sup></p>  	<p>Lower Detention Basin</p>	<p>Remove invasive species.</p>
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<sup>1</sup> [https://wric.ucdavis.edu/information/natural%20areas/wr\\_C/Centaurea\\_solstitialis.pdf](https://wric.ucdavis.edu/information/natural%20areas/wr_C/Centaurea_solstitialis.pdf)

<sup>2</sup> [https://wric.ucdavis.edu/information/natural%20areas/wr\\_D/Dittrichia.pdf](https://wric.ucdavis.edu/information/natural%20areas/wr_D/Dittrichia.pdf)

<sup>3</sup> [https://wric.ucdavis.edu/information/natural%20areas/wr\\_R/Rubus.pdf](https://wric.ucdavis.edu/information/natural%20areas/wr_R/Rubus.pdf)

<sup>4</sup> <https://wric.ucdavis.edu/PDFs/pampasgrass%20and%20jubatagrass%20WRIC%20leaflet%20099-1.pdf>

<sup>5</sup> [https://wric.ucdavis.edu/information/natural%20areas/wr\\_P/Phalaris\\_aquatica.pdf](https://wric.ucdavis.edu/information/natural%20areas/wr_P/Phalaris_aquatica.pdf)

<sup>6</sup> [https://wric.ucdavis.edu/information/crop/natural%20areas/wr\\_C/Cynara.pdf](https://wric.ucdavis.edu/information/crop/natural%20areas/wr_C/Cynara.pdf)

<sup>7</sup> <https://wric.ucdavis.edu/PDFs/perennial%20pepperweed%20WRIC%20leaflet%20002-1.pdf>

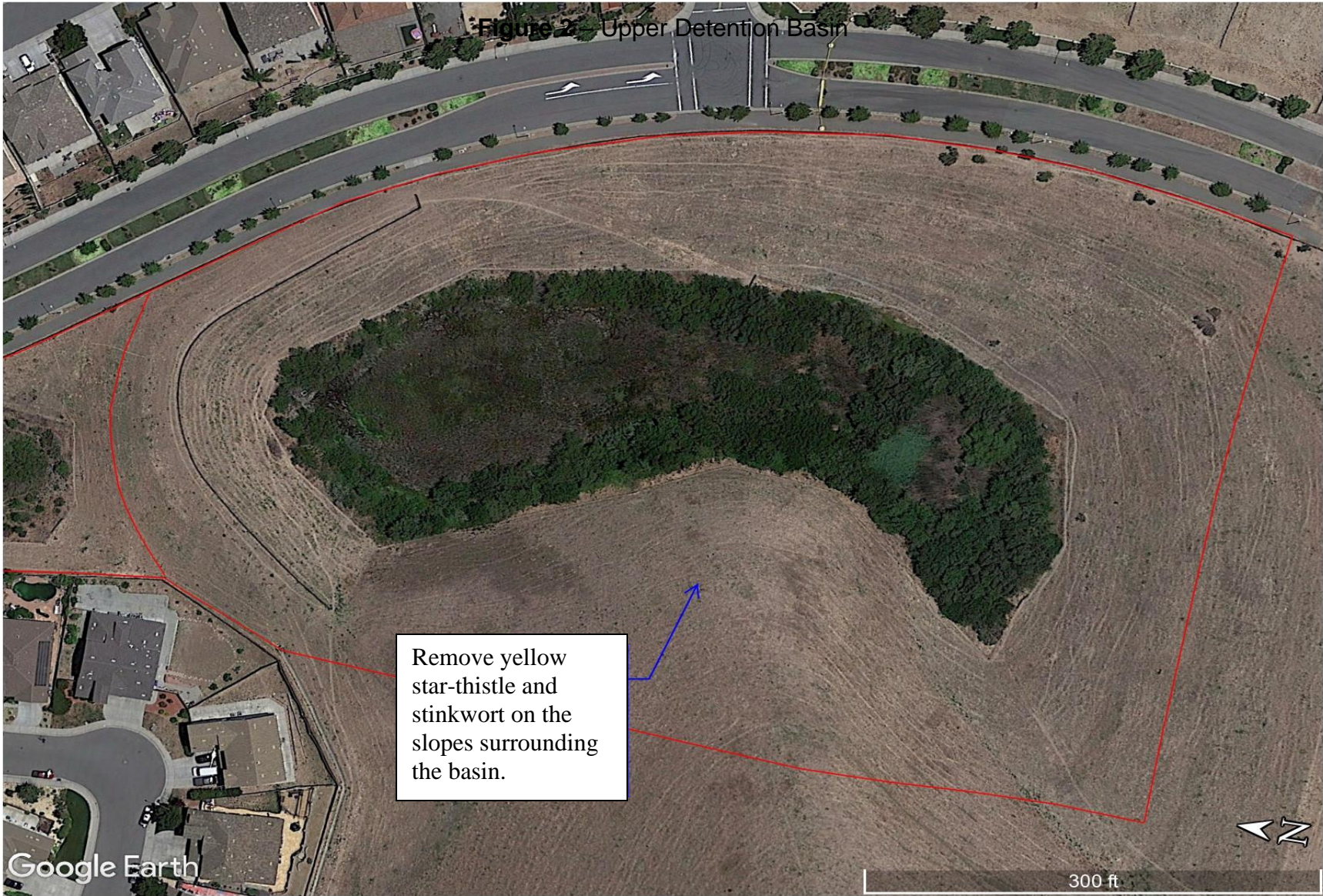


Figure 3 – Reach #1

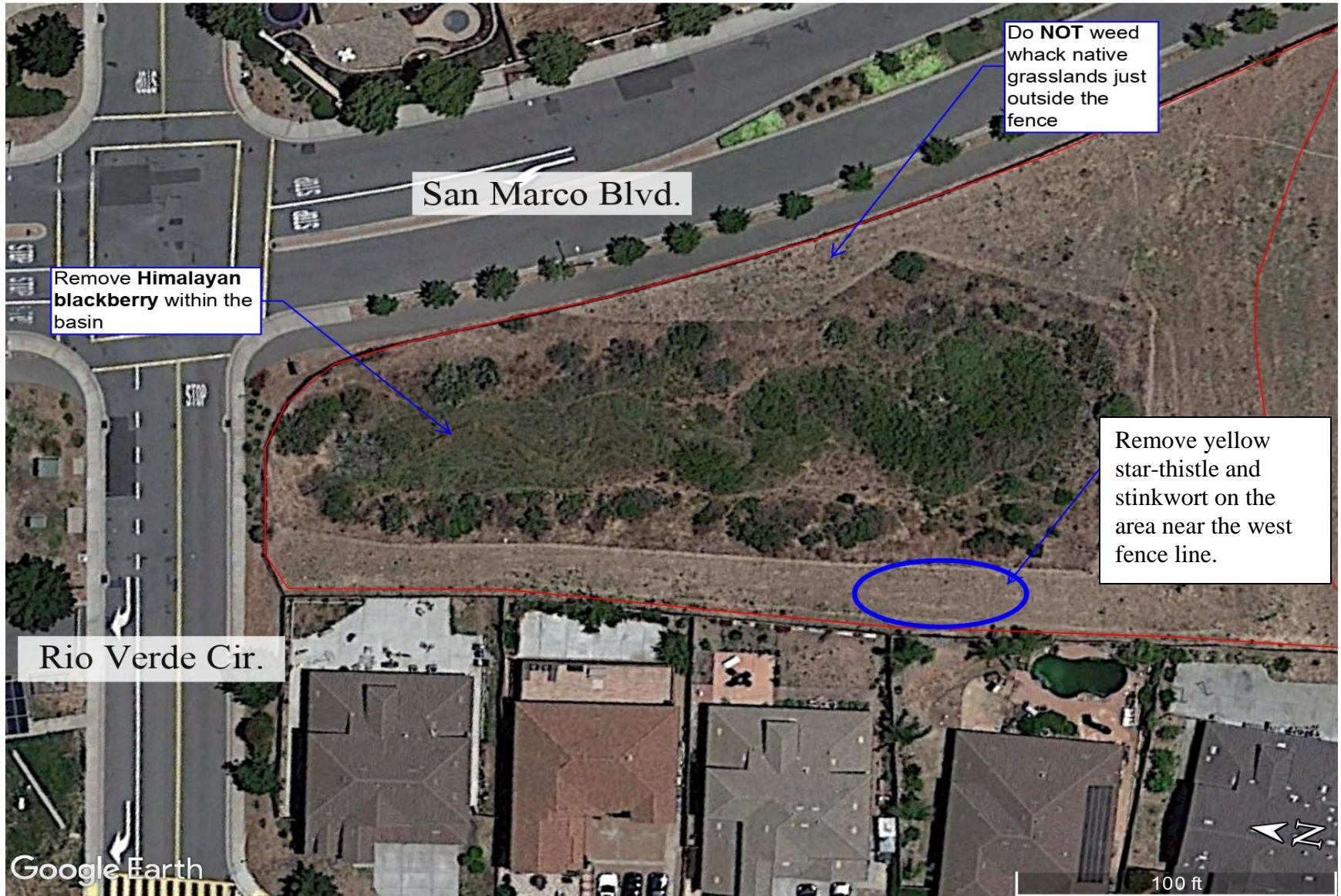






Figure 4 – Reach #2

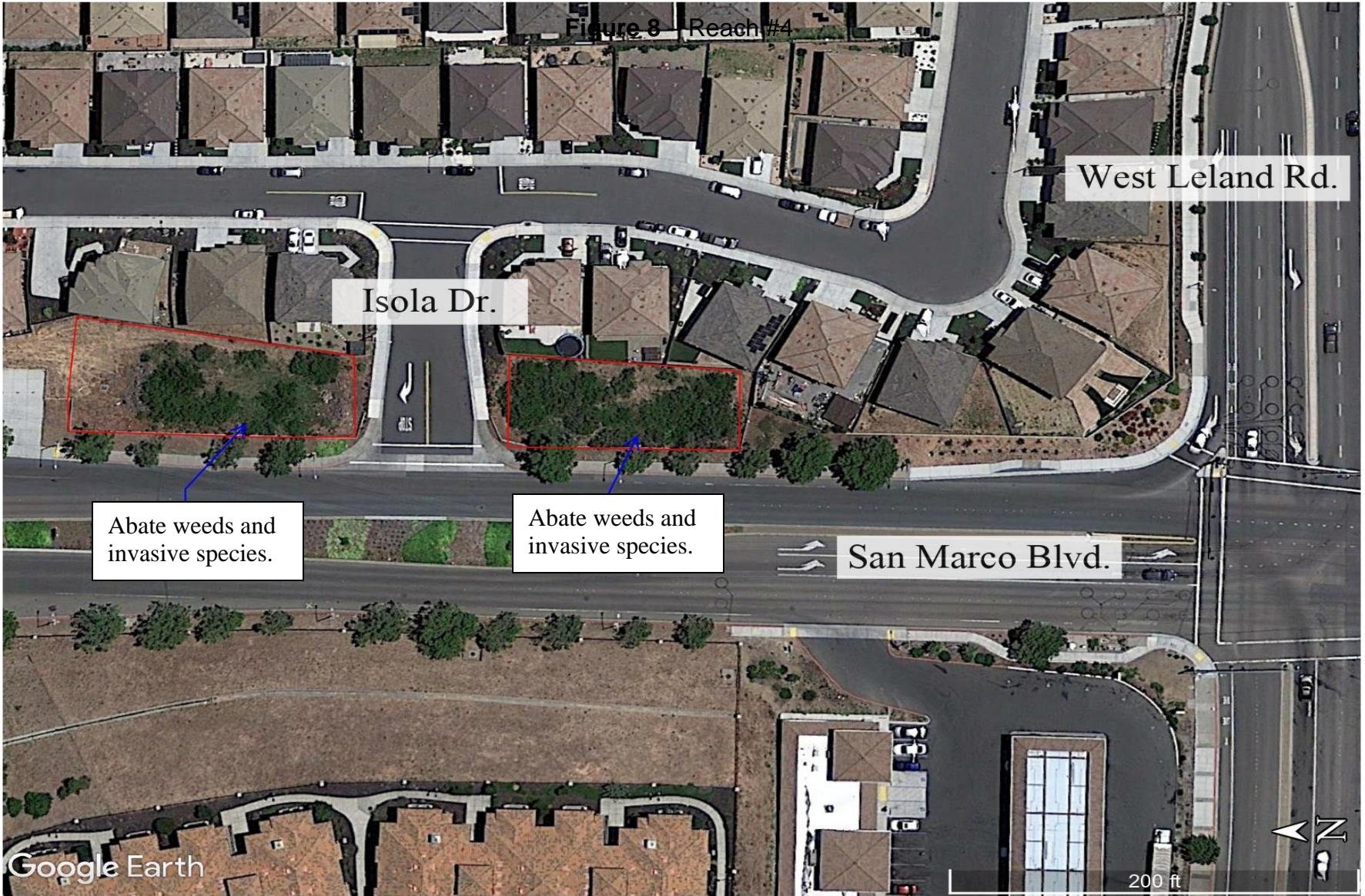


Figure 5 – Reach #3 (Upper Portion)



Figure 6 – Reach #3 (Lower Portion)





## SCOPE OF WORK

In accordance with the statement of work described herein and all applicable county standards, the firm shall perform and complete the proposed weed abatement services in a thorough, professional and timely manner. Prior to beginning the work, the firm shall review the Contra Costa County standards and the various methods, tools, equipment, materials and supplies necessary to complete all activities referenced in this document that will meet the City's requirements. The following activities identify the work assignment for each weed abatement location.

**Table 3. Job Summary**

Job No.	GHAD Owned Parcel	Area
1	*091-050-061	Reach #1 & Upper Detention Basin
2	*091-180-003	Reach #2
3	*091-160-063	Reach #3 (Upper Portion)
4	*091-190-045	Reach #3
5	*091-050-059	Reach #3 (Lower Portion)
6	*091-050-040	Reach #4
7	*091-050-041	Reach #4
8	*091-050-055	Lower Detention Basin
9	092-010-017	Vista Del Mar
10	093-460-009	Vista Del Mar
11	093-470-028	Vista Del Mar
12	093-490-139	Vista Del Mar
13	093-270-092	Vista Del Mar

\*San Marco Open Space and Mitigation Area (Preserve)

**Job #1** – Maintenance responsibility of the open space includes continuous weed abatement along the fence line as well as trimming low branches on trees. Remove all combustible debris and trash from the property. Within the parcel are protected wetland and upland habitats that must not be disturbed but maintained in good condition to preserve the long-term suitability of the habitat. As described herein, non-native invasive plant species within the Preserve shall be manually removed wherever possible and/or chemically removed if necessary upon detection and hauled off site. Vegetation along flat terrain in the Upper Detention Basin but not Reach #1 may be mowed using a tractor while manual weed control techniques may be required along uneven terrain.



**Figure 9** – Parcel Number: 091-050-061



**Figure 9.a** – Point of view looking north



**Figure 9.b** – Point of view looking north



**Figure 9.c** – Point of view looking west

**Job #2** – Maintenance responsibility of the open space includes continuous weed abatement within the parcel. Remove all combustible debris and trash from the property. Within the parcel are protected wetland and upland habitats that must not be disturbed but maintained in good condition to preserve the long-term suitability of the habitat. As described herein, non-native invasive plant species within the Preserve shall be manually removed wherever possible and/or chemically removed if necessary upon detection and hauled off site.



**Figure 10** – Parcel Number: 091-180-003



**Figure 10.a** – Point of view looking north



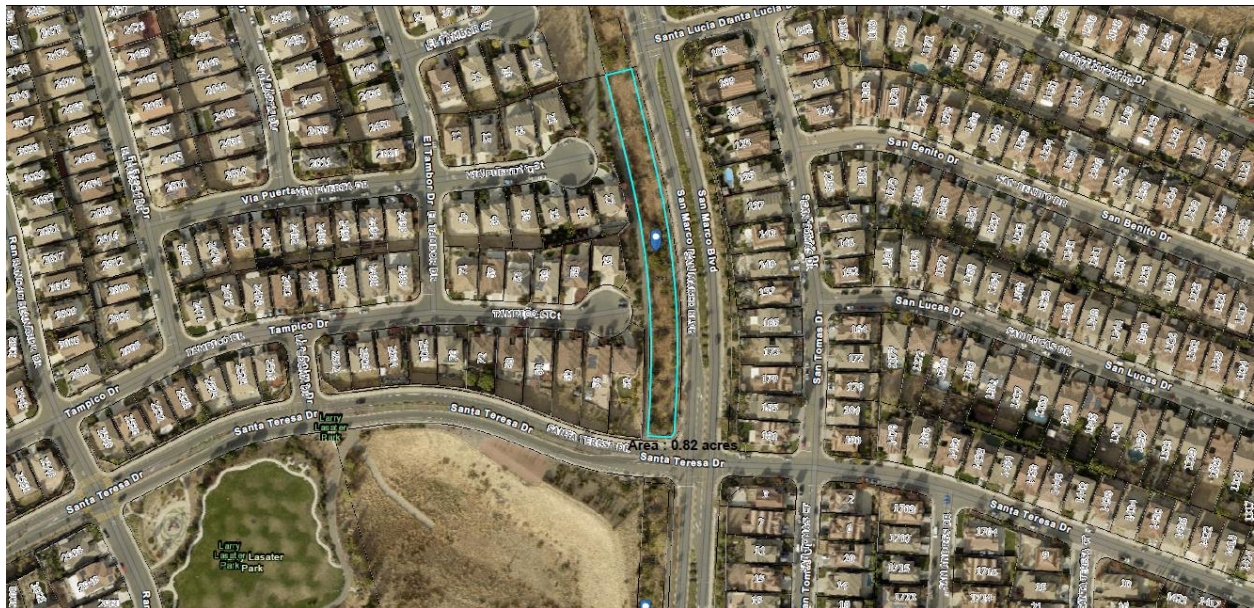
**Figure 10.b** – Point of view looking south



**Figure 10.c** – Point of view looking east



**Job #3** – Maintenance responsibility of the open space includes continuous weed abatement within the parcel. Remove all combustible debris and trash from the property. Within the parcel are protected wetland and upland habitats that must not be disturbed but maintained in good condition to preserve the long-term suitability of the habitat. As described herein, non-native invasive plant species within the Preserve shall be manually removed wherever possible and/or chemically removed if necessary upon detection and hauled off site.



**Figure 11** – Parcel Number: 091-160-063

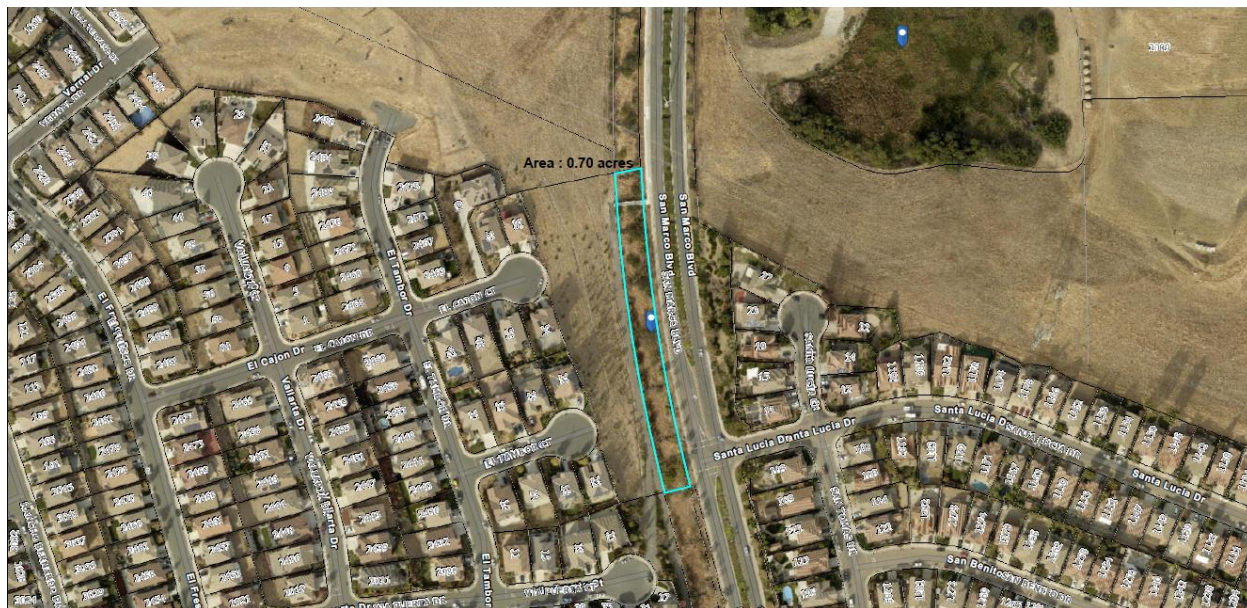


**Figure 11.a** – Point of view looking north



**Figure 11.b** – Point of view looking north

**Job #4** – Maintenance responsibility of the open space includes continuous weed abatement within the parcel. Remove all combustible debris and trash from the property. Within the parcel are protected wetland and upland habitats that must not be disturbed but maintained in good condition to preserve the long-term suitability of the habitat. As described herein, non-native invasive plant species within the Preserve shall be manually removed wherever possible and/or chemically removed if necessary upon detection and hauled off site.



**Figure 12** – Parcel Number: 091-190-045

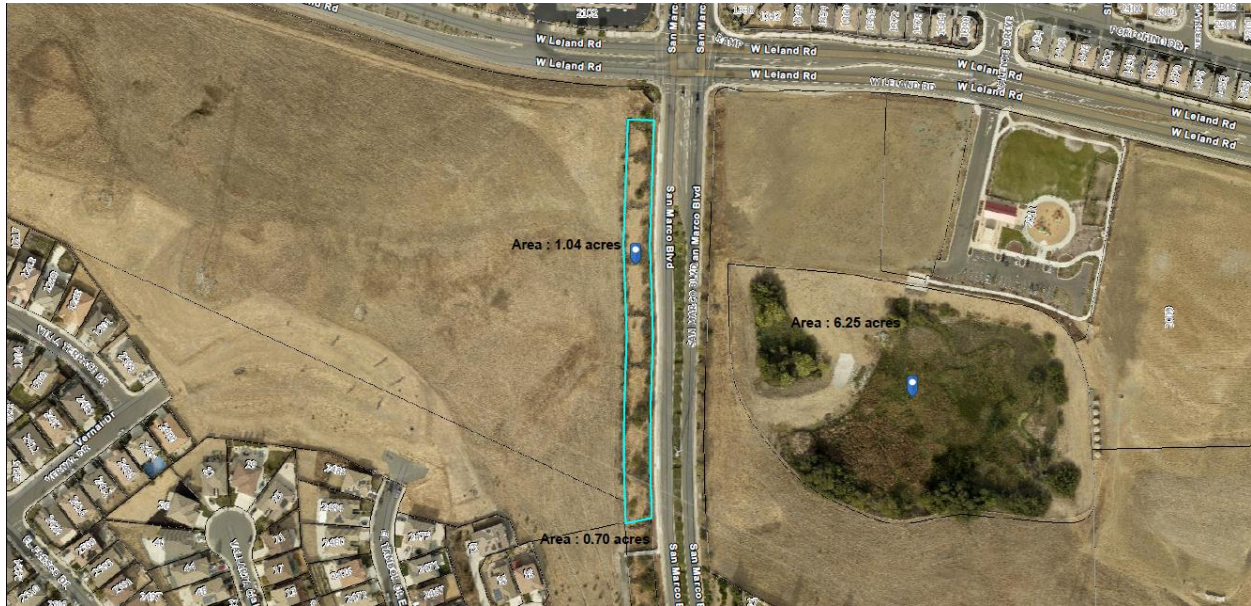


**Figure 12.a** – Point of view looking south



**Figure 12.b** – Point of view looking north

**Job #5** – Maintenance responsibility of the open space includes continuous weed abatement within the entire parcel. Remove all combustible debris and trash from the property. Within the parcel are protected wetland and upland habitats that must not be disturbed but maintained in good condition to preserve the long-term suitability of the habitat. As described herein, non-native invasive plant species within the Preserve shall be manually removed wherever possible and/or chemically removed if necessary upon detection and hauled off site.



**Figure 13** – Parcel Number: 091-050-059



**Figure 13.a** – Point of view looking south



**Figure 13.b** – Point of view looking south

**Job #6** – Maintenance responsibility of the open space includes continuous weed abatement within the parcel as well as trimming low branches on trees. Remove all combustible debris, trash and branches from the property. As a consequence of uneven terrain, manual weed control techniques may be required.



**Figure 14** – Parcel Number: 091-050-041



**Figure 14.a** – Point of view looking east



**Figure 14.b** – Point of view looking south

**Job #7** – Maintenance responsibility of the open space includes continuous weed abatement within the parcel as well as trimming low branches on trees. Remove all combustible debris, trash and branches from the property. As a consequence of uneven terrain, manual weed control techniques may be required.



**Figure 15** – Parcel Number: 091-050-040



**Figure 15.a** – Point of view looking north

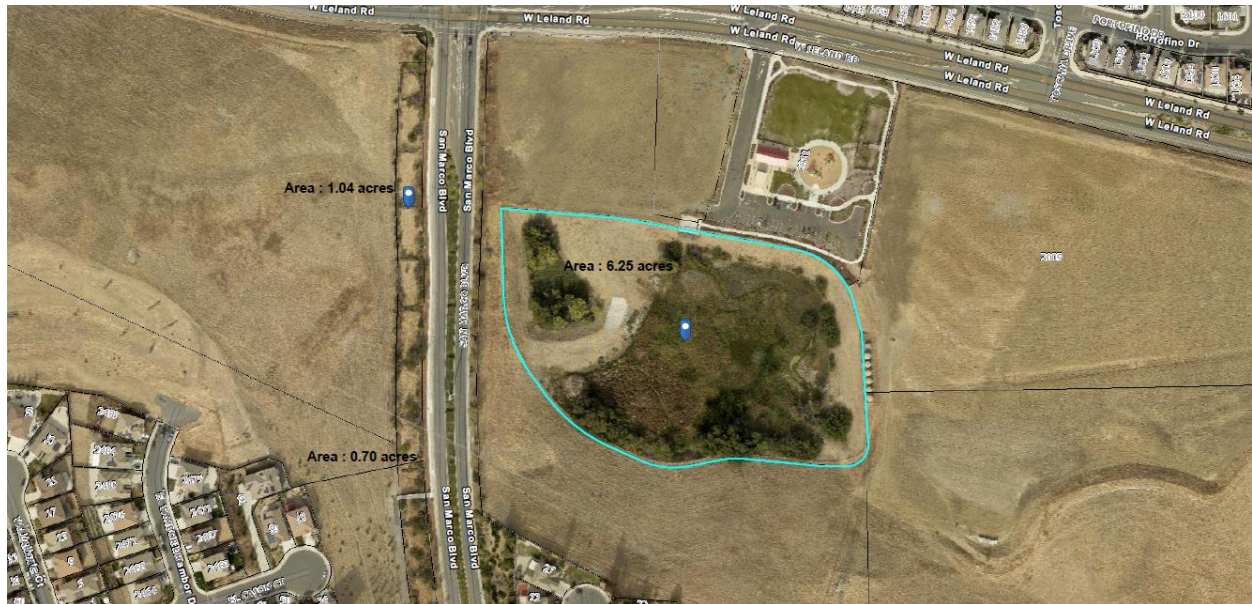


**Figure 15.b** – Point of view looking south



**Figure 15.c** – Point of view looking east

**Job #8** – Maintenance responsibility of the open space includes continuous weed abatement within the parcel. Remove all combustible debris and trash from the property. Within the parcel are protected wetland and upland habitats that must not be disturbed but maintained in good condition to preserve the long-term suitability of the habitat. As described herein, non-native invasive plant species within the Preserve shall be manually removed wherever possible and/or chemically removed if necessary upon detection and hauled off site.



**Figure 3** – Parcel Number: 091-050-055



**Figure 16.a** – Point of view looking west

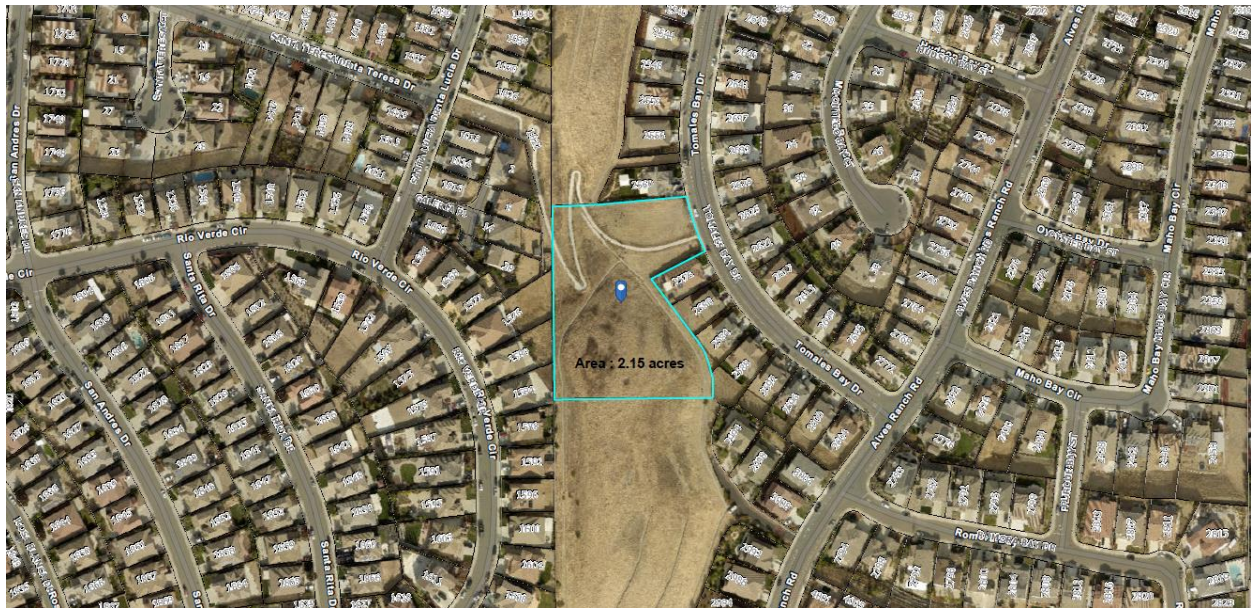


**Figure 16.b** – Point of view looking east



**Figure 16.c** – Point of view looking south

**Job #9** – Maintenance responsibility of the open space includes mowing the flat area between parcel 093-510-015 & 093-510-016, 15ft firebreaks across both sides of the v-ditches and 30ft firebreaks along the fence line. Remove any weeds as well as combustibile debris and trash from the property. Vegetation along flat terrain may be mowed using a tractor while manual weed control techniques may be required along uneven terrain.



**Figure 17** – Parcel Number: 092-010-017

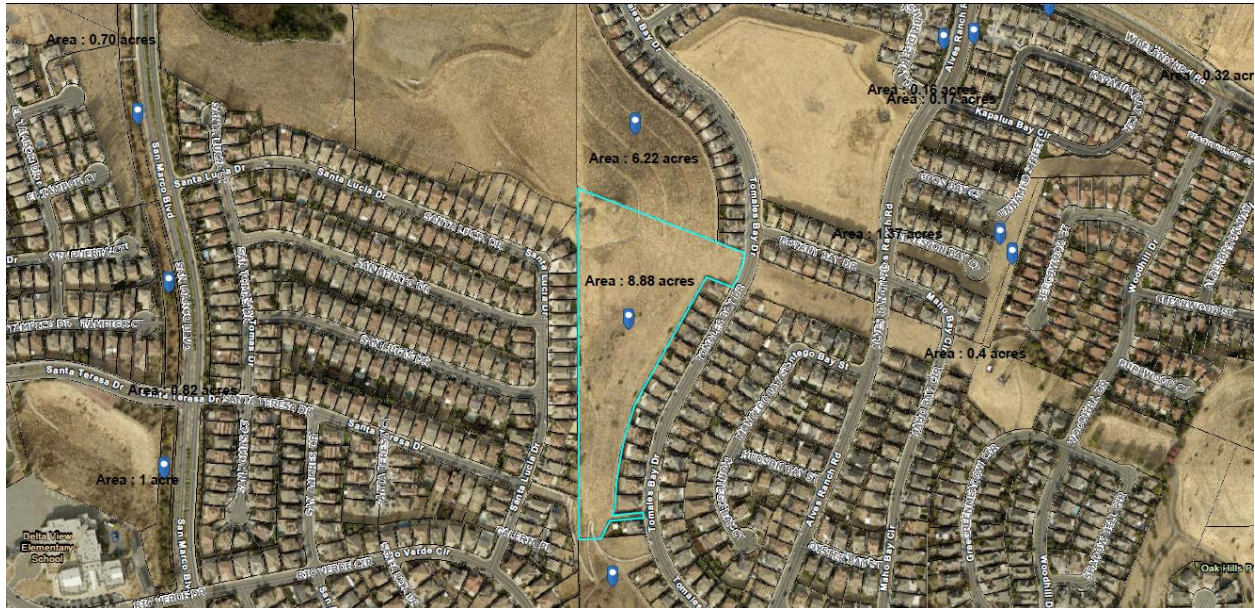


**Figure 17.a** – Point of view looking west



**Figure 17.b** – Point of view looking west

**Job #10** – Maintenance responsibility of the open space includes mowing the flat area between parcel 093-470-001 & 093-510-099, 15ft firebreaks across both sides of the v-ditches and 30ft firebreaks along the fence line. Vegetation along flat terrain may be mowed using a tractor while manual weed control techniques may be required along uneven terrain.



**Figure 18** – Parcel Number: 093-460-009



**Figure 18.a** – Point of view looking west



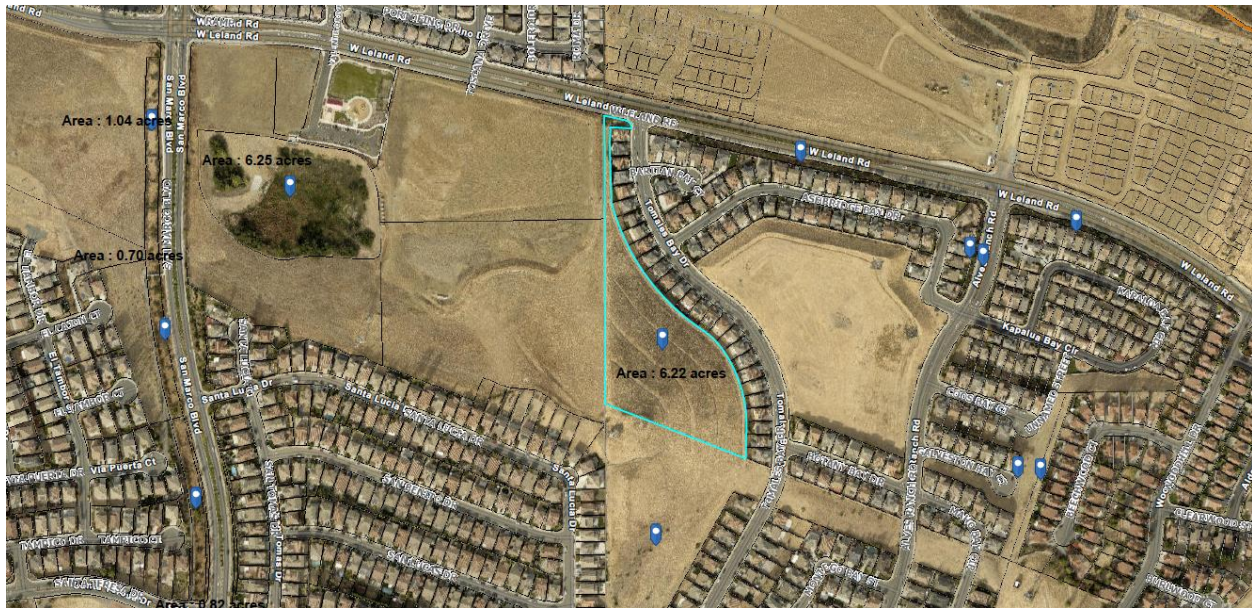
**Figure 18.b** – Point of view looking south



**Figure 18.b** – Point of view looking north



**Job #11** – Maintenance responsibility of the open space includes mowing the flat area between parcel 093-470-027 & 093-470-023, 15ft firebreaks across both sides of the v-ditches and 30ft firebreaks along the fence line. Remove any weeds as well as combustibile debris and trash from the property. Vegetation along flat terrain may be mowed using a tractor while manual weed control techniques may be required along uneven terrain.



**Figure 19** – Parcel Number: 093-470-028



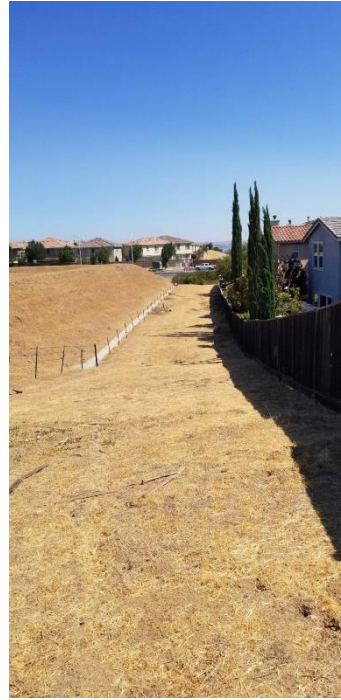
**Figure 19.a** – Point of view looking west



**Figure 19.b** – Point of view looking south

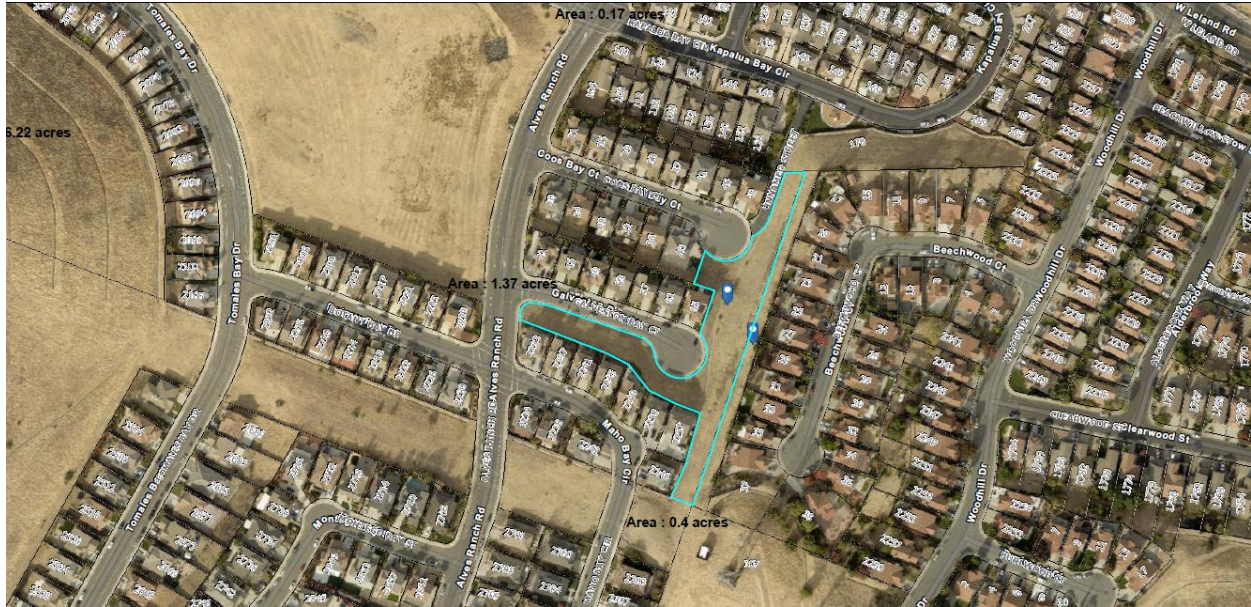


**Figure 19.c** – Point of view looking south



**Figure 19.d** – Point of view looking north

**Job #12** – Maintenance responsibility of the open space includes continuous weed abatement within the parcel. Remove any weeds as well as combustible debris and trash from the property. Vegetation along flat terrain may be mowed using a tractor while manual weed control techniques may be required along uneven terrain.



**Figure 20** – Parcel Number: 093-490-139



**Figure 20.a** – Point of view looking west



**Figure 20.b** – Point of view looking south

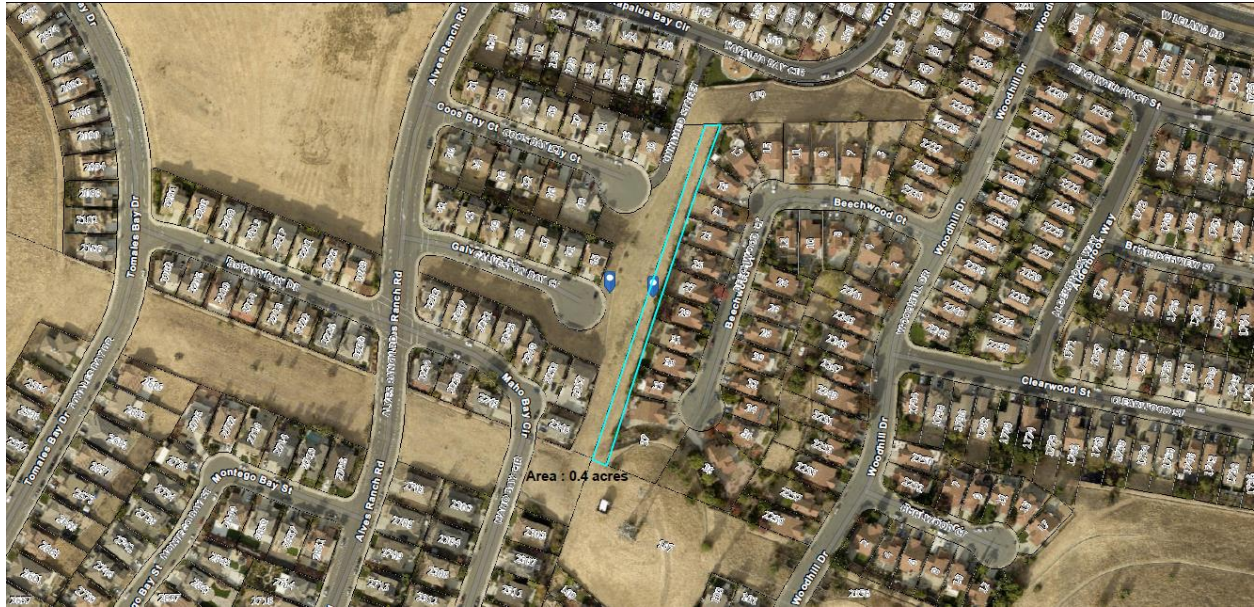


**Figure 20.c** – Point of view looking east



**Figure 20.d** – Point of view looking south

**Job #13** – Maintenance responsibility of the open space includes continuous weed abatement within the parcel. Remove any weeds as well as combustible debris and trash from the property. Vegetation along flat terrain may be mowed using a tractor while manual weed control techniques may be required along uneven terrain.



**Figure 21** – Parcel Number: 093-270-092



**Figure 21.a** – Point of view looking north



**Figure 21.b** – Point of view looking south

## CONTRA COSTA COUNTY WEED ABATEMENT STANDARDS

- A. Parcels five (5) acres or less in size** must accommodate weeds at a height of no more than 3” (inches). To meet this requirement, weeds must be mulched and scattered or raked and bagged, and removed from the parcel. In addition, all combustible rubbish or debris (cardboard boxes, trash, wood, rubble, etc.) must be removed from the parcel.
- B. Parcels greater than five (5) acres in size** must provide 30’ (foot) fuelbreaks and 15’ (foot) crossbreaks that divide the parcel into sections (see “H” and “I”). Similarly, weeds must be mulched and scattered or raked and bagged, and removed from the parcel.
- C. Fuelbreaks** are required along roadways such that road right-of-ways are cleared to a minimum of 10’ (feet) horizontally and 13’ (feet) and 6” (inches) vertically from the edge of the driving surface.
- D.** If the height of grass decreases to 3” (inches) or less by the end of August due to the presence of animals, **active pastureland** is required with 15’ (foot) fuelbreaks or crossbreaks during the summer months. If this requirement cannot be met, 30’ (foot) fuelbreaks or crossbreaks are required .
- E.** If **active cropland** is harvested by mid-June, 15’ (foot) fuelbreaks or crossbreaks must be raised. If crops are harvested after mid-June, 30’ (foot) fuelbreaks or crossbreaks are required.
- F. Orchards** including grass under tree branches (see “G”) must be completely removed.
- G. Tree litter** (coniferous needles, leaves, fallen branches, eucalyptus leaves and bark) must be removed from the base of trees, tree stems and limbs within 10’ (feet) off the ground.
- H. 30’ (foot) fuelbreaks or crossbreaks** are required around all trees, shrubs, brush, structures and combustible storage. In addition, fuelbreaks and crossbreaks must be provided along the sides of creeks, ridgelines, fence lines and ditches.
- I. Mowed fuelbreaks** must be 60’ (feet) wide while mowed crossbreaks must be 30’ (feet) wide.

### **DISCING QUALITY:**

All weeds, grasses, crops and vegetation or organic material must be removed to an adequate degree such that there is no sufficient exposed fuel to support a fire growth.

The City of Pittsburg will require the successful bidder to start and complete the work upon notification as follows:

- Work needs to start no later than ten (10) business days after contractor receives notification of the job. If contractor is unable to start the work within ten (10) business days, the city reserves the right to hire an alternative contractor to perform the work.
- Work shall not start until 8:00 A.M. and/or until the City approves start of work.

### **INSTRUCTIONS TO BIDDERS**

Bidders are solely responsible for ensuring their bids are received by the City of Pittsburg in accordance with the solicitation requirements, before the date and time specified in the RFQ, and at the place specified. The City of Pittsburg shall not be responsible for any delays in mail or by common carriers, by transmission errors, delays or mistaken delivery.

The failure of the bidder to complete the Bid Worksheet in their entirety, as provided, will result in the rejection of the entire RFQ. If the bidder is unable to, the words, "NO BID" must be noted. Any bid received to the contrary will not be considered. Bidders are cautioned to read carefully all requirements of the Request for Quote and Bid Worksheet, following are the instructions:

### **PREPARATION OF BID**

#### **Bid Worksheet:**

Bids shall be submitted ONLY on the furnished Bid Worksheet or an exact copy thereof in accordance with the instructions. Bidders must bid each individual job location.

#### **Ink or Typewritten:**

All information, prices, notations, signatures and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the quote.

#### **Bid Price:**

The unit total price for each job site you are bidding is to be shown in numerals in the space provided on the Bid Worksheet.

**Signatures:**

All bids must be signed by the Bidder's handwriting or that of a duly authorized officer or agent. Bids by partnerships shall be signed in the partnership name by one of the partners followed by the description "Partner".

Bids by corporations shall be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the President, Secretary or other Officer authorized to bind it in the matter, and with the corporation seal affixed thereto.

A bid submitted by a joint venture shall be signed by the parties to it, with each party's signature being accordance with the requirements set forth herein for corporations or individuals.

## **TERMS AND CONDITIONS**

**Requirements:**

Upon award to the successful bidder, the City of Pittsburg will require conformance with the Labor Code and applicable stipulations listed on the ATTACHMENT prior to the start of work.

**Cancellation:**

The City of Pittsburg or the Contractor may cancel the contract, without cause, at any time for any reason by way of a written 30-day notice.

**Purchase Order:**

A written purchase order mailed or otherwise furnished to the lowest responsible bidder who submits a responsive bid which conforms to the requirements stated herein and within the time for acceptance specified, results in a binding contract without further notice by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California. Additional consideration will be given on the basis of past and present service history, as well as selected item and/or combination of items.

**Invoices:**

Invoices submitted by the vendor, to the City of Pittsburg for payment must reflect the established purchase order number, department and requestor's full name.

**Payment:**

Payment will be made NET 30 from the date the invoices are received, under the terms and conditions set forth in this RFQ and/or contract.

**ATTACHMENT**

The following shall always be used for Public Works contracts including maintenance (unless stated by the State):

**Labor Code – Section 1770-1781**

1771. Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

If the bid security is a bond, it shall be executed by a surety insurer authorized to issue surety bonds in the State of California and shall be executed on City forms.

In summary, the Benchmarks are:

1. Prevailing wages paid on contracts \$1,000 or more.
2. Insurance: Auto Liability, General Liability and Worker's Compensation.
3. City of Pittsburg business license.
4. Contractor's license.
5. Consultant Service Agreement (see attached)

**Standards Details and Specifications**

The City of Pittsburg's Standards Details and Specifications can be found on the website [www.ci.pittsburg.ca.us](http://www.ci.pittsburg.ca.us)

Contractors must be registered through the State of California Department of Industrial Relations [www.dir.ca.gov](http://www.dir.ca.gov)

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<b>CONTRACT 2021-14</b> <b>WEED ABATEMENT – BID WORKSHEET</b>
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The Undersigned, as bidder, declares that the only person or parties interested in this RFQ as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that bidder and/or agent has carefully examined the location of the proposed work above described, that bidder and/or agent has examined the job sites and conditions and specifications therefore, and is familiar with all requirements, that bidder and/or agent has examined this Form and the provisions incorporated by reference herein; and bidder and/or agent hereby proposes, and agrees to the Contract apparatus, and to do all the work and furnish all the materials in accordance with the scope of work in the time stated herein, for the total price as follows:

**Table 4. Base Bid**

Item	Assigned Parcel Number	Approximate Location	Item Total
1	Job #1 - 091-050-059	San Marco Blvd	\$
2	Job #2 - 091-050-055	San Marco Blvd	\$
3	Job #3 - 091-050-041	San Marco Blvd	\$
4	Job #4 - 091-050-040	San Marco Blvd	\$
5	Job #5 - 091-190-045	San Marco Blvd	\$
6	Job #6 - 091-160-063	San Marco Blvd	\$
7	Job #7 - 091-180-003	San Marco Blvd	\$
8	Job #8 - 091-050-061	San Marco Blvd	\$
9	Job #9 - 093-460-009	Tomales Bay Drive	\$

10	Job #10 - 092-010-017	Tomales Bay Drive	\$
11	Job #11 - 093-490-139	Galvaston Bay Court	\$
12	Job #12 - 093-470-028	Tomales Bay Drive	\$
13	Job #13 - 093-270-092	Beachwood Drive	\$
<b>TOTAL BASE BID</b>			\$

Bid to include scope of work and all aspects of the RFQ.

Any items not listed above shall be considered incidental to complete the project in a satisfactory and acceptable manner per project plan and specification.

**NAME OF BIDDER** \_\_\_\_\_

**BUSINESS P.O. BOX** \_\_\_\_\_

**CITY, STATE, ZIP** \_\_\_\_\_

**BUSINESS STREET ADDRESS** \_\_\_\_\_

**CITY, STATE, ZIP** \_\_\_\_\_

**TELEPHONE NO: AREA CODE ( )** \_\_\_\_\_

**FAX NO: AREA CODE ( )** \_\_\_\_\_

**CONTRACTORS'S LICENSE NUMBER** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

**NOTE: This Bid Worksheet must be completed and returned with all applicable attachments to the City of Pittsburg. Any bid submitted, absent this worksheet will be not be considered.**

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed or otherwise prevented from bidding on, or completing a federal, state or local government project because of violation of a law of safety regulation?

YES \_\_\_\_\_ NO \_\_\_\_\_

If YES, explain the circumstances in the following space:

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(Attach additional sheet, if necessary.)

**GOVERNMENT CODE SECTION 10232 STATEMENT**

In accordance with Government Code Section 10232, the Bidder hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Bidder within the immediately preceding two (2) year period due to the Bidder's failure to comply with an order of a federal court which orders the Bidder to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

**NONCOLLUSION AFFIDAVIT**  
**(Public Contract Code Section 7106)**

**NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

\_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_ [state].

Note: The above Noncollusion Affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

### **INSPECTION OF SITE INSPECTION**

I have, either by personal examination or other means of my choice, inspected the site of the proposed work and to my satisfaction am aware of the actual conditions that exist at the site of the proposed work which may affect the work involved in this Contract and the conditions thereof.

### **GENERAL PREVAILING WAGE RATES STATEMENT**

The State of California General Prevailing Wage Rates are hereby incorporated into these Contract Specifications by this reference.

If awarded the Contract, I/we will not pay less than the latest General Prevailing Wage Rates of the State of California (including any and all amendments thereto) to each employee working in connection with this Contract.

### **WORKMEN'S COMPENSATION INSURANCE STATEMENT**

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workmen's Compensation or to undertake self- insurance in accordance with the provisions of that code. If awarded the Contract, I will comply with such provisions and provide the City of Pittsburg with a certificate (satisfactory to the City) verifying same before commencing the work of this Contract.

### **CITY BUSINESS LICENSE STATEMENT**

If awarded this Contract, I, and each subcontractor employed in connection with this Contract, either has, or will obtain, a City of Pittsburg Business License prior to commencing any work under this Contract.

### **CITY STANDARD SPECIFICATIONS & DETAILS STATEMENT**

I am in possession of the latest edition of the City Standard Specifications and the City Standard Details and that this Proposal was prepared in compliance with the provisions thereof.