

REQUEST FOR QUALIFICATIONS

FOR

**FLOOD CONTROL, CREEK MAINTENANCE AND OPEN
SPACE WEED ABATEMENT**



CITY OF SAN RAMON
PUBLIC WORKS DEPARTMENT
PUBLIC SERVICES DIVISION

Issued: January 29, 2024

SOQ Deadline: Tuesday February 20, 2024, at 2:00 p.m.

TO

City of San Ramon
7000 Bollinger Canyon Road
San Ramon, CA 94583

ATTN: City Clerk

CITY OF SAN RAMON
REQUEST FOR QUALIFICATIONS

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CITY OF SAN RAMON

REQUEST FOR QUALIFICATIONS

The City of San Ramon (“**City**”) requests a statement of qualifications (“**SOQ**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for FLOOD CONTROL, CREEK MAINTENANCE AND OPEN SPACE WEED ABATEMENT services Project (“**Project**”).

1. ABOUT THE CITY

The City of San Ramon was incorporated in 1983 as a charter city and located in the San Ramon Valley of Contra Costa County, approximately 35 miles east of the City of San Francisco in the San Francisco Bay Area. The San Ramon Valley has long been considered one of the most desirable living areas in the Bay Area because of its scenic beauty, suburban charms, excellent school systems, and proximity to major employment centers. The City occupies a land area of 18.56 square miles and is surrounded by the communities of Danville and Dublin, as well as the unincorporated lands in both the Alameda and Contra Costa Counties.

The City operates under a Council-Manager form of government with over 250 employees, serving a population of approximately 81,344. Additional information about the City is available online at www.sanramon.ca.gov.

2. THE SERVICES

A. Summary. The City requires FLOOD CONTROL, CREEK MAINTENANCE AND OPEN SPACE WEED ABATEMENT (“**Services**”), for (16) water quality control ponds, (10) detention basins, (4) bioswales, (4) miles of concrete v-ditch, and (24) open space mowing sites. The Work includes concrete v-ditch cleaning and repairs, manually, mechanically, and chemically perform weed-abatement services, litter-abatement, sediment removal, creek weed and litter abatement, tulle cutting and removal, pampas grass removal, tree pruning, and sapling-brush removal services from creeks, flood control channels, water quality control ponds, detention basins, bioswales and open space firebreak mowing. The Work requires complying with the restrictions imposed by the City’s contract Biologist and adhering to the California Department Fish & Wildlife Routine Maintenance Agreement with the City of San Ramon. The Work will also include fire break mowing along designated open spaces and comply with San Ramon Valley Fire Protection District Regulations. Much of the scope requires working on uneven terrain and sometimes requires working in one to two feet of standing water. Some work includes manually cutting and removing weeds, such as bulrush, tules, pampas grasses, and other aquatic vegetation, with weed-eaters.

B. Form of Agreement. A copy of the City’s standard Maintenance Services Agreement (“**Agreement**”) is attached hereto as **Attachment A** and incorporated herein. By submitting an SOQ, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

C. Scope of Services. The required Scope of Services is attached hereto as **Attachment B** and incorporated herein. By submitting an SOQ, the Respondent represents that it is fully qualified and available to provide the Services set forth in the Scope of Services at the price set forth in its SOQ, and that it agrees to provide those Services if it is awarded the Agreement, which

will attach and incorporate the Scope of Services. The City reserves the right to award all, some, or none of the tasks from the scope of work, as the public good may require, and may select to award multiple contract Agreements in order to complete services, as necessary.

3. REQUEST FOR QUALIFICATION REQUIREMENTS

A. Requests for Information. Questions or objections relating to the RFQ, the attachments hereto, the RFQ procedures, or the required Services may only be submitted via email to Jonette Fuentes, at jfuentes@sanramon.ca.gov by 9:00 a.m., February 9, 2024 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

B. Pre-Submittal Meeting. A Pre-Submittal Meeting will be held on Monday February 5, 2024, from 8:00 a.m. to 9:00 a.m., at the San Ramon Service Center, located at 5000 Crow Canyon Road, San Ramon, CA 94582. Prospective Respondents will have the opportunity to ask questions about the RFQ and the required Services. Respondents will be required to sign-in at the Pre-Submittal Meeting and to provide an email address for the Respondent’s representative for receipt of any subsequent addenda. The Pre-Submittal Meeting is **mandatory**, and the City may, acting in its sole discretion, disregard any SOQ submitted by a Respondent that failed to attend or failed to arrive on time for the Pre-Submittal Meeting.

C. Submittal Instructions. SOQs must be **received** by the City on Tuesday, February 20, 2024 by or before 2:00 p.m. (“**SOQ Deadline**”). Respondent must submit one original and three (3) identical copies of the SOQ in a sealed envelope labeled with Respondent’s name and return address, marked “SOQ for FLOOD CONTROL, CREEK MAINTENANCE AND OPEN SPACE WEED ABATEMENT,” and addressed as follows:

City of San Ramon
ATTN: City Clerk
 7000 Bollinger Canyon Road
 San Ramon, CA 94583

The SOQ may be hand-delivered, sent via overnight delivery, or by regular mail, provided that it is received by the City no later than the SOQ Deadline. Late submissions will be disregarded.

D. Planned RFQ Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the SOQ Deadline, and may be amended by addenda to this RFQ.

ACTIVITY	PLANNED DATES/TIME
RFQ Issued	Monday, January 29, 2024
Pre-Submittal Meeting	Monday, February 5, 2024, at 8:00 a.m.
Request for Information Deadline	Friday, February 9, 2024, by 9:00 a.m.
SOQ Deadline	Tuesday, February 20, 2024, by 2:00 p.m.
Interviews (if requested by City)	Week of February 26, 2024
Notice of Selection	Monday, March 4, 2024
Council Approval and Award	Tuesday, March 26, 2024
Commence Services	Monday, July 1, 2024

E. Addenda. City reserves the right to issue addenda to modify the terms and conditions of this SOQ, including modifications to the SOQ Deadline or to the Attachments to this SOQ. Addenda will be posted on the City’s website at www.sanramon.ca.gov/our_city/bids_rfp.

Each Respondent is solely responsible for checking the City's website for addenda, and for reviewing all addenda before submitting its SOQ.

4. SOQ REQUIREMENTS

Each SOQ must be submitted in compliance with the requirements of this RFQ. Each SOQ must respond to the items listed below. *Clarity and brevity are preferable to volume.* Do not attach brochures or promotional materials to the SOQ. SOQs should not exceed ten (10) one-sided pages, excluding any tabs or dividers. However, resumes may be included in an appendix and not counted in the total page count. By submitting an SOQ, the Respondent agrees that the pricing and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for 60 days following the SOQ Deadline.

A. Cover Letter. Provide a brief cover letter that includes all the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) Type of organization (e.g. corporation, partnership, etc.);
- (3) A summary of general information about Respondent and the types of services it provides in relation to the Services required by the City;
- (4) Contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFQ;

INCLUDE THE STATEMENTS BELOW:

- (5) Respondent agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this RFQ. Respondent waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Respondent specifically acknowledges receipt of the following addenda(s):

Addendum: Date Received:

01 _____

02 _____

; and

- (6) Respondent has read and understood the insurance requirements outlined in **Attachment A** and hereby affirms (1) the cost of providing such insurance has been incorporated in the Respondent's SOQ, and (2) Respondent will be able to obtain the required insurance coverage if awarded the contract.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

C. Experience. Identify services Respondent has provided in the last five (5) years that are similar in scope and nature to the Services required by this RFQ, particularly with respect to services provided to other cities or public agencies. For each example, provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

D. Staffing. Identify by name and title Respondent's key personnel that will be assigned to provide the Services and for each, include a resume with his or her education, training, and experience. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor. Include all applicable license numbers for any license required to perform the Services.

E. Price. Provide a detailed proposed price schedule, using the fillable form attached hereto as **Attachment C**, that is fully inclusive of all costs to provide the Services, including hourly billing rates, all labor, materials, equipment, supplies, the insurance required under the terms of the Agreement, travel fees, etc.

F. Proposed Approach. Briefly describe Respondent's proposed approach to providing the Services and how that approach will offer value to the City.

5. EVALUATION

The factors that the City will consider in evaluating SOQs are as follows:

- | | |
|----------------------------|-------------|
| • General qualifications | 1-15 points |
| • Relevant experience | 1-15 points |
| • Proposed staffing | 1-15 points |
| • Pricing | 1-15 points |
| • Proposed approach | 1-15 points |
| • Responsiveness | 1-10 points |
| • References | 1-15 points |
| • Interview (if requested) | 1-50 points |

6. SELECTION AND AWARD

A. Review. SOQs will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the SOQs will be ranked based on total scores to identify the SOQ that is the most advantageous to the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents.

B. Award. The City will award the Agreement, if at all, to the Respondent that is determined by the City, acting in its sole discretion, to offer the most advantageous SOQ to the City based on the City's review, as outlined above. City staff will submit its recommendation to the City Council or the awarding officer, as applicable, for award of the Agreement to the Respondent that it determines to offer the most advantageous SOQ. The Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the City's website at www.sanramon.ca.gov/our_city/bids___r_f_p, and which may also be emailed to each Respondent that submits an SOQ.

- i. Upon award, Respondent(s) must apply and obtain a San Ramon Business License, for more information please see [here](#).

C. Protest Procedures. Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to City Clerk at cityclerk@sanramon.ca.gov, copy to jfuentes@sanramon.ca.gov and must clearly specify the basis for the protest. The protest will be reviewed by the Public Works Director in consultation with the City Attorney's Office, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with

award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

7. LABOR COMPLIANCE-PREVAILING WAGE REQUIREMENTS

- A. General.** The RFQ and Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at § 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. Respondent(s) must also post all job site notices required by laws or regulations pursuant to Labor Code § 1771.4.
- B. Prevailing Wages.** Each worker performing Services under this RFQ and Contract that is covered under Labor Code §§ 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in Labor Code §§ 1771 and 1774. The prevailing wage rates are on file with the City's principal office and are available online at www.dir.ca.gov/DLSR. Pursuant to Labor Code § 1775, Respondent(s) and any subcontractor will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.
- C. Working Day.** Pursuant to Labor Code § 1810, eight (8) hours of labor consists of a legal day's work. Pursuant to Labor Code § 1813, Respondent will forfeit to City as a penalty the sum of \$25 for each day during which a worker employed by Respondent or any subcontractor is required or permitted to work more than eight (8) hours during any one (1) calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code § 1815. All Services must be carried out during regular City working days and hours unless otherwise specified in the **Attachment B** Scope of Services or authorized in writing by City.
- D. Payroll Records.** Respondent(s) and its subcontractors must maintain certified payroll records in compliance with Labor Code §§ 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Respondent(s) and its subcontractors must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code §§ 1771, 1811, and 1815. Unless the Agreement is under \$15,000, Respondent(s) must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.
- E. Apprentices.** If the RFQ and Agreement is for \$30,000 or more, Respondent(s) must comply with the apprenticeship requirements pursuant to Labor Code § 1777.5.
- F. DIR Monitoring, Enforcement, and Registration.** This RFQ and Agreement is subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code § 1725.5, and Respondent(s) and any subcontractor must be registered with the DIR to perform public works projects.

8. MISCELLANEOUS

- A. Disclaimers and Reservation of Rights.** Upon receipt, each SOQ becomes the sole property of the City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its SOQ. The City reserves, in its sole discretion, the right to reject any and all SOQs, including the right to cancel or postpone the RFQ or the Services at any time, or to decline to award the Agreement to

any of the Respondents. The City reserves the right to waive any immaterial irregularities in an SOQ or submission of an SOQ. The City reserves the right to reject any SOQ that is determined to contain false or misleading information, or material omissions.

- B. Conflict of Interest.** Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFQ. This RFQ process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFQ if they have any financial or business relationship with any Respondent.
- C. Public Records.** The City is subject to the provisions of the California Public Records Act (Govt. Code § 7920.000, *et seq.*) (the “Act”), and each SOQ submitted to the City is subject to disclosure as a public record, unless the SOQ or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its SOQ is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting an SOQ, a Respondent agrees to indemnify, defend, and hold harmless the City against any third-party claim seeking disclosure of the SOQ or any portions thereof.

ATTACHMENTS:

Attachment A – Form of Agreement

Attachment B – Scope of Services

Attachment C – Proposed Price Schedule

Attachment A – Form of Agreement
MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF SAN RAMON AND
VENDOR
FOR
FLOOD CONTROL, CREEK MAINTENANCE AND OPEN SPACE WEED ABATEMENT

This is an Agreement between the City of San Ramon, a municipal corporation (“CITY”) and **VENDOR**, (“CONTRACTOR”) together referred to as the “Parties.”

RECITALS

WHEREAS, on January 29, 2024, CITY solicited Statement of Qualifications (“SOQ”) by Request for Qualifications (“RFQ”) for FLOOD CONTROL, CREEK MAINTENANCE AND OPEN SPACE WEED ABATEMENT; and

WHEREAS, after review of all SOQs submitted pursuant to said RFQ, CONTRACTOR’s SOQ on the project was one of (number) accepted by CITY and identified as most advantageous; and

WHEREAS, CONTRACTOR by reason of qualifications, experience, and facilities for performing the type of services contemplated herein, has proposed to provide the requested services; and

WHEREAS, the City Council has authorized the Mayor to enter into an agreement for FLOOD CONTROL, CREEK MAINTENANCE AND OPEN SPACE WEED ABATEMENT by adopting Resolution No. 2024-XX on _____, 2024; and

WHEREAS, CONTRACTOR is willing to provide the requested services.

NOW, THEREFORE, in consideration of the mutual promises set forth, CITY and CONTRACTOR agree as follows:

1. **Award of Agreement.** In response to the RFQ, CONTRACTOR submitted an SOQ to perform the Work as set forth in the RFQ Attachment B – Scope of Services. On _____, 2024, CITY authorized award of this Agreement to CONTRACTOR for the amount set forth in Section 6, below.
2. **RFQ Documents.** The RFQ documents incorporated into this Agreement include and are comprised of all the documents listed below.

Sections

- 2 The Services
 - 3 Request for Qualifications Procedures
 - 4 SOQ Requirements
 - 5 Evaluation
 - 6 Selection and Award
 - 7 Labor Compliance-Prevailing Wage Requirements
 - 8 Miscellaneous
3. **Scope of Service.** The scope of services covered by this Agreement include mandatory timeframes for performance, deadlines for providing deliverables to CITY, and the maximum fee for each item are further described in **Exhibit A** attached and incorporated herein by reference.

CONTRACTOR shall comply with specific industry standards or governmental requirements applicable to specific tasks hereunder or as may be necessary to enable CONTRACTOR to provide the services required hereunder.

4. **Modification of Agreement.** CITY may request changes to this Agreement including the Scope of Services to be performed by CONTRACTOR. Such requests shall be made in writing exclusively by CITY's designated Project Manager, and shall describe in detail the proposed additions, deletions, or modifications. Such requests will include tabulation of costs, expenses, and time required to complete the requested work. CONTRACTOR shall have the length of time specified in the request to reply in writing to the request. Neither CITY's request nor CONTRACTOR's reply shall constitute a modification of this Agreement. Any modification shall be contained in a written amendment to the Agreement and will be effective only if signed by both parties. Execution of the amendment by CITY shall constitute authorization to proceed with the work identified herein.
5. **Time of Performance.** CONTRACTOR's performance shall commence as of July 1, 2024, and be completed within a five-year term beginning July 1, 2024 through June 30, 2029, unless otherwise terminated under the terms of this Agreement.

However, CONTRACTOR is under no obligation to commence work hereunder prior to execution of this Agreement.

6. **Compensation.** CITY agrees to pay CONTRACTOR at the rates set forth in **Exhibit A**, and incorporated herein, in a sum not-to-exceed **XX DOLLARS (\$XX,XXX.XX)**. No compensation shall be made in excess of this amount. This amount includes all costs and reimbursable expenses as specified in **Exhibit A**.

Upon completion and acceptance of the deliverables CONTRACTOR shall submit an itemized invoice for the completed work showing applicable rates and charges as agreed to hereunder and the total amount due.

Due to continued potential for service level reductions and budget cuts; there is no guarantee that any or all work will be authorized.

For subsequent years following the initial year; any price change, of not more than the Consumer Price Index (CPI) for San Francisco – Oakland – San Jose areas based on the preceding full calendar year, will be applied by the CITY when deemed feasible and appropriate; and agreed to in writing by both parties prior to the start of each fiscal year (July 1st).

7. **Designated Representatives.**
 - A. CITY designates Program Manager, Darin Fitzpatrick, or his designee as its representative in all matters under this Agreement.
 - B. CONTRACTOR designates Contact Title, Contact Name as its Project Manager for this Agreement. CONTRACTOR may designate a different Project Manager only with prior written authorization from CITY.
8. **Cooperation of the City.** CITY shall make available to CONTRACTOR all financial records and related information necessary for performance of CONTRACTOR'S work under this Agreement.
9. **Independent Contractor.** The Parties intend that this Agreement will create an independent CONTRACTOR/CITY relationship. No agent, employee, or representative of the CONTRACTOR shall be deemed to be an employee, agent, or representative of the CITY for

Contractor:	VENDOR
Agreement Amount:	Not-to-Exceed \$XX,XXX.XX
Project:	FLOOD CONTROL, CREEK MAINTENANCE AND OPEN SPACE WEED ABATEMENT
Project Manager:	Mike Dodds, Program Manager

any purpose, and the employees of the CONTRACTOR are not entitled to any of the benefits the CITY provides for its employees. The CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement.

In the performance of the services contemplated in this Agreement, the CONTRACTOR is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated in this Agreement must meet the approval of the CITY and shall be subject to the CITY's general rights of inspection and review to secure the satisfactory completion of the work.

10. Out of State Business. If CONTRACTOR is an out of state business and does not have a local office within the State of California, CONTRACTOR shall provide to CITY a completed Withholding Exemption Certificate Form as required by the California Franchise Tax Board. If the out of state contractor fails to provide the required form, CITY shall withhold seven (7%) percent of the total payment amount and send the withholdings to the Franchise Tax Board, as required by State law.

11. Proprietary or Confidential Information. CONTRACTOR understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONTRACTOR may have access to private, proprietary, or otherwise confidential information owned or controlled by CITY, the disclosure of which may be damaging to CITY or to third parties.

CONTRACTOR agrees that all confidential information disclosed to CONTRACTOR by CITY shall be held in confidence and used only in performance of this Agreement. CONTRACTOR shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own private proprietary or confidential information.

12. Ownership and Final Work Product. Final work products produced by CONTRACTOR in any form shall be delivered in an easily accessible digital format, where applicable. ALL work products of CONTRACTOR provided hereunder shall become the property of CITY.

13. Public Records. CONTRACTOR acknowledges that CITY is subject to the provisions of the California Public Records Act (Govt. Code § 7920.000, et seq.) (the "Act"); therefore, this Agreement and any writing prepared for or submitted to CITY, including but not limited to CONTRACTOR's Statement of Qualifications, is subject to disclosure as a public record, unless any portion thereof is exempt under the Act. If CONTRACTOR believes that any portion of a public record is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. CONTRACTOR bears the burden of proving any claimed exemption under the Act, and by signing this Agreement and initialing the acknowledgement below, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY against any third-party claim seeking disclosure of the public record or any portions thereof.

PLEASE INITIAL:

_____ CONTRACTOR has read and understands the Public Records Act requirements outlined above and hereby affirms that (1) CONTRACTOR bears the burden of proving any claimed exemption under the Act, and (2) CONTRACTOR agrees to indemnify, defend, and hold harmless CITY against any third-party claim seeking disclosure of the public record or any portions thereof.

14. Labor Code Compliance and Prevailing Wage.

- A. **General.** The Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at § 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. CONTRACTOR must also post all job site notices required by laws or regulations pursuant to Labor Code § 1771.4.
- B. **Prevailing Wages.** Each worker performing Services under this Agreement that is covered under Labor Code §§ 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the CITY's principal office and are available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code § 1775, CONTRACTOR and any subcontractor will forfeit to CITY as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.
- C. **Working Day.** Pursuant to Labor Code § 1810, eight (8) hours of labor consists of a legal day's work. Pursuant to Labor Code § 1813, CONTRACTOR will forfeit to CITY as a penalty the sum of \$25 for each day during which a worker employed by CONTRACTOR or any subcontractor is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code § 1815. All Services must be carried out during regular CITY working days and hours unless otherwise specified in the **Exhibit A** or authorized in writing by CITY.
- D. **Payroll Records.** CONTRACTOR and its subcontractors must maintain certified payroll records in compliance with Labor Code §§ 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, CONTRACTOR and its subcontractors must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code §§ 1771, 1811, and 1815. Unless the Agreement is under \$15,000, CONTRACTOR must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.
- E. **Apprentices.** If the Agreement is for \$30,000 or more, CONTRACTOR must comply with the apprenticeship requirements in Labor Code § 1777.5.
- F. **DIR Monitoring, Enforcement, and Registration.** This Agreement is subject to compliance monitoring and enforcement by the DIR pursuant to § 1725.5 of the Labor Code, and CONTRACTOR and any subcontractor must be registered with the DIR to perform public works projects.

15. Financial Records of Contractor. CONTRACTOR shall maintain accounting records of funds received under this Agreement and full documentation of performance hereunder. CONTRACTOR shall permit CITY to have access to those records for the purpose of making an audit, examination, or review of financial and performance information relating to this Agreement. CONTRACTOR shall maintain such records for a minimum of four (4) years following payment by CITY for the last invoice for such services to be provided. When requested by CITY, CONTRACTOR shall make all such records available to CITY within fourteen (14) days of the request.

16. Compliance with Law. CONTRACTOR shall comply with all applicable laws, regulations, and ordinances. CONTRACTOR has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

- **“Species of Special Concern” Training.** In order to comply with Federal and State regulations, CONTRACTOR agrees and promises to complete a “Species of Special Concern” Training for all its employees for the California red-legged frog (*Rana aurora draytonii*) (CRF), California tiger salamander (*Ambystoma californiense*), California burrowing owl (*Speotyto cunicularia hypugaea*) and Western pond turtle (*Actinemys marmorata*) provided by the CITY’s contract Biologist. The CITY will provide instructions to complete the training process.

17. Conflict of Interest. CONTRACTOR certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement, CITY Resolution No. 2020-017, California Government Code § 1090, et seq., or the Political Reform Act, as set forth in California Government Code § 81000, et seq., and its accompanying regulations. CONTRACTOR agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement. Any violation of this Section constitutes a material breach of the Agreement.

Pursuant to California Government Code section 1097.6, when applicable, CONTRACTOR/CONSULTANT's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONTRACTOR/CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR/CONSULTANT shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

18. Nondiscrimination. CONTRACTOR represents that it does not and agrees that it shall not discriminate against any employee or applicant for employment because of age, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), religion, color, disability, genetic characteristics or information, race, national origin, ancestry, citizenship status, marital status, military or veteran status, medical condition, or sexual orientation (including homosexuality, bisexuality, or heterosexuality) or any other protected classification as defined and protected by law.

19. Prohibited Interest. No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds of this Agreement.

20. Political Activity Prohibited. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

21. Indemnification.

- A. To the fullest extent permitted by law, CONTRACTOR must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of CONTRACTOR, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of CONTRACTOR under the Agreement, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of CONTRACTOR's bid for the Agreement. CONTRACTOR's failure or refusal to timely accept a tender of defense pursuant to this Agreement will be deemed a material breach of the Agreement. City will timely notify CONTRACTOR upon receipt of any third-party claim relating to the Agreement, as required by Public Contract Code § 9201. CONTRACTOR waives any right to express or implied indemnity against any Indemnitee. CONTRACTOR's indemnity obligations under this Agreement will survive the expiration or any early termination of the Agreement.
- B. CONTRACTOR does now remise, release, forever discharge and covenant not to sue the CITY, its Council, agents, servants, employees, officers, successors and assigns, and also any and all other persons, associations and corporations, whether or not named in this Agreement, who, together with the above named, may be jointly and severally liable to CONTRACTOR, of and from any and all actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands in law or equity, including claims for contribution, arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries or death, damage to property, and the consequences of the same, which previously have been or which later may be sustained by CONTRACTOR or by any and all other persons, associations and corporations, from all liability arising out of or in connection with this Agreement. Notwithstanding the foregoing, CONTRACTOR may assert claims against the CITY arising from the sole negligence, active negligence, or willful misconduct of the CITY.
- C. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided in this Agreement.

22. Intellectual Property Indemnification. CONTRACTOR shall, at its expense, defend, indemnify and hold harmless CITY and any Indemnified Party against any and all losses arising out of or in connection with any claim that CITY's or Indemnified Party's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall CONTRACTOR enter into any settlement without CITY's or Indemnified Party's prior written consent.

23. Insurance. CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. The cost of such insurance shall be incorporated in the CONTRACTOR's proposal.

- A. **Required Insurance.** CONTRACTOR shall maintain, at all times, during the term of this Agreement and at CONTRACTOR's sole cost and expense:

- i. **Comprehensive General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury, including, without limitation, blanket contractual liability, with limits no less than two million dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than two million dollars (\$2,000,000) per accident for bodily injury and property damage.
- iii. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Any notice of cancellation or non-renewal of Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. CONTRACTOR shall require each subcontractor to maintain Workers' Compensation insurance and Employer's Liability insurance in accordance with the laws of the State of California for all the subcontractor's employees.
- iv. **Contractors' Pollution Legal Liability** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. .

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

B. The liability policies must contain, or be endorsed to contain the following provisions:

- i. **Additional Insured Status:** CITY, its Council, officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
- ii. **Primary Coverage:** For any claims related to this agreement, the **CONTRACTOR's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the CITY, its Council, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its Council, officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not

contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

- iii. ***Umbrella or Excess Policy:*** The CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the CONTRACTOR's primary and excess liability policies are exhausted.
- iv. ***Notice of Cancellation:*** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to CITY.
- v. ***Waiver of Subrogation:*** CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.
- vi. ***Self-Insured Retentions:*** Self-insured retentions must be declared to and approved by CITY. The CITY may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by CITY. Any and all deductibles and SIRs shall be the sole responsibility of CONTRACTOR or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. CITY may deduct from any amounts otherwise due to CONTRACTOR to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. CITY reserves the right to obtain a copy of any policies and endorsements for verification.
- vii. ***Acceptability of Insurers:*** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.
- viii. ***Subcontractors:*** CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and

CONTRACTOR shall ensure that CITY is an additional insured on insurance required from subcontractors.

- ix. *Verification of Coverage:* CONTRACTOR shall furnish the CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and **a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- x. *Duration of Coverage:* CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the agreement of work.**
- xi. *Special Risks or Circumstances:* CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

PLEASE INITIAL:

_____ CONTRACTOR has read and understood the insurance requirements outlined above and hereby affirms that (1) the cost of providing such insurance has been incorporated into CONTRACTOR's SOQ, and (2) that CONTRACTOR provided the required documentation for insurance coverages prior to execution of this Agreement.

- 24. Suspension of Performance.** For the convenience of CITY or because of events beyond the control of CITY, CITY may give written notice to CONTRACTOR to suspend all work under this Agreement. If CONTRACTOR's work is suspended for longer than a period of one hundred twenty (120) days, an adjustment to CONTRACTOR's compensation may be made for increased costs, if any, and this Agreement shall be modified accordingly.
- 25. Assignment.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR must not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
- 26. Termination.** CITY may terminate this Agreement, in whole or in part, at any time, by providing at least ten (10) days' written notice to the other party. The CONTRACTOR shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit a termination claim to the CITY. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for such property and dispose of it in a manner directed by the CITY.

If the CONTRACTOR fails to perform in the manner called for in this Agreement, or if the CONTRACTOR fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within fourteen (14) days after written notice of such failure, the CITY may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

27. Survival. Subject to the limitations and other provisions of this Agreement:

- A. The representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and
- B. Sections of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

28. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the foregoing, the Parties intend that, if CITY terminates in accordance with this Agreement, CONTRACTOR's sole and exclusive remedy is the right to payment for the Goods received and accepted.

29. Force Majeure.

- A. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such Party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics, or explosion caused by a third party; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; or (i) other similar events beyond the reasonable control of the Impacted Party.
- B. The Impacted Party shall give notice within three (3) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given under Section 29, either Party/the other Party may thereafter terminate this Agreement upon fourteen (14) days' written notice.

Contractor: VENDOR
Agreement Amount: Not-to-Exceed \$XX,XXX.XX
Project: FLOOD CONTROL, CREEK MAINTENANCE AND OPEN SPACE WEED ABATEMENT
Project Manager: Mike Dodds, Program Manager

30. Invoicing, Payments, Notices. CONTRACTOR shall submit invoices, not more frequently than every two (2) weeks, for the services rendered during the preceding period. Invoices shall describe the beginning and end dates of the billing period, services performed including tasks summary, accounting of hours worked, reimbursable expenses incurred, and any other documentation as may be requested by CITY.

CITY shall make payments based on invoices received for work satisfactorily performed and for authorized reimbursable expenses incurred. CITY shall pay undisputed invoices within net thirty (30) days from receipt of the invoice.

Transmittal of Notices and Invoices are as follows:

To CITY

City of San Ramon
7000 Bollinger Canyon Road
San Ramon, CA 94583
cityclerk@sanramon.ca.gov

To CONTRACTOR:

VENDOR
Address
Address
Email

Copy To:

Jonette Fuentes, Administrative Analyst
jfuentes@sanramon.ca.gov

Invoices to CITY:

City of San Ramon
Attn: Darin Fitzpatrick, Program Manager
7000 Bollinger Canyon Road
San Ramon, CA 94583
psinvoices@sanramon.ca.gov

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

31. Commencement, Completion and Closeout. Time is of the essence in the performance of this Agreement. Any time extension granted to CONTRACTOR must be in writing and shall not constitute a waiver of right CITY may have under the Agreement.

It shall be the responsibility of CONTRACTOR to coordinate and schedule the work to be performed so that commencement and completions take place in accordance with the provisions of the Agreement. Within thirty (30) days of completion CONTRACTOR shall submit to CITY a final billing to include all costs, charges, and claims in connection with the completed work. CITY shall not be required to pay for any work or claims not included on the aforementioned final billing.

32. Jurisdiction, Venue, and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement shall be governed by the laws of the State of California.

33. Severability. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

Contractor: *VENDOR*
Agreement Amount: *Not-to-Exceed \$XX,XXX.XX*
Project: *FLOOD CONTROL, CREEK MAINTENANCE AND OPEN SPACE WEED ABATEMENT*
Project Manager: *Mike Dodds, Program Manager*

If it should appear that any provision of this Agreement is in conflict with any statutory provision of the state of California, such conflicting provision shall be deemed inoperative and null and void insofar as it may be in conflict with such statutory provisions and shall be deemed modified to conform to such statutory provisions.

- 34. Entire Agreement, Time of Essence, No Waiver.** The parties agree that this Agreement is the complete expression of the terms of this Agreement and any oral representations or understandings not incorporated in this Agreement are excluded. Failure to comply with any of the provisions of this Agreement shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. In the event of conflict between the body of this Agreement and its Exhibit(s), the terms of the body of this Agreement shall prevail.
- 35. Signatures and Counterparts.** This Agreement may be entered into by the Parties by signing any one or more counterparts, all of which shall constitute one and the same instrument. It is understood and agreed that this Agreement shall become effective and binding when one or more counterparts have been executed by each party and delivered to each other party. Additionally, electronic, facsimile, and scanned signatures shall be binding the same as originals.
-

[SIGNATURES INTENTIONALLY OMITTED]

Contractor: VENDOR
Agreement Amount: Not-to-Exceed \$XX,XXX.XX
Project: FLOOD CONTROL, CREEK MAINTENANCE AND OPEN SPACE WEED ABATEMENT
Project Manager: Mike Dodds, Program Manager

[END OF ATTACHMENT A]

Attachment B – Scope of Services

The City of San Ramon is soliciting Statement of Qualifications for:

FLOOD CONTROL, CREEK MAINTENANCE AND OPEN SPACE WEED ABATEMENT

Interested Contractors are invited to submit Statement of Qualifications (SOQ) to the City of San Ramon (CITY) in accordance with the conditions and terms described in the Request for Qualifications (RFQ) document.

The CITY reserves the right to award all, some, or none of the tasks from the scope of work, as the public good may require, and may select to award multiple contract Agreements in order to complete services, as necessary.

Background

The CITY requires Flood Control, Creek Maintenance and Open Space Weed Abatement Services (“Services”) for (16) water quality control ponds, (10) detention basins, (4) bioswales, (4) miles of concrete v-ditch, and (24) open space mowing sites as shown on the Map of Weed Abatement Zones (**Appendix A**). The Work includes concrete v-ditch cleaning and repairs, manually, mechanically, and chemically perform weed-abatement services, litter-abatement, sediment removal, creek weed and litter abatement, tulle cutting and removal, pampas grass removal, tree pruning, and sapling-brush removal services from creeks, flood control channels, water quality control ponds, detention basins, bioswales, and open space firebreak mowing. The Work requires complying with the restrictions imposed by the CITY’s contract Biologist and adhering to the California Department Fish & Wildlife Routine Maintenance Agreement with the City of San Ramon (**Appendix B**). The Work will also include fire break mowing along designated open spaces and comply with San Ramon Valley Fire Protection District Regulations (**Appendix C**). Much of the scope requires working on uneven terrain and sometimes requires working in one to two feet of standing water. Some work includes manually cutting and removing weeds, such as bulrush, tules, pampas grasses, and other aquatic vegetation, with weed eaters.

The CITY currently has an agreement with the California Department of Fish and Wildlife (**Appendix B**), which requires the CITY to notify Fish and Wildlife when routine work is scheduled inside the CITY’s ponds, creeks, and channels. This affects the scheduling of work for creek and pond maintenance and may impose limitations on the equipment used to provide creek weed abatement services. Other tasks within the scope require larger equipment. When requested, work included sediment removal from ponds and channels. The majority of work is expected to take place between the months of July 1 through October 15. The appointed CONTRACTOR is expected to respond to emergency calls when called upon throughout the year during off-peak hours and/or weekends.

Scope of Work

Flood Control, Creek Maintenance and Open Space Weed Abatement Services

- Flood control creek weed abatement
- Tulle cutting and removal
- Skirting up of trees and sapling removal

- Water quality control pond maintenance
- Bioswale maintenance
- Detention basin maintenance
- fire break mowing and open space weed abatement from May 1 to June 30
- Concrete v-ditch maintenance from October 1 to November 30
- Pampas grass removal (small/large)

Minimum Equipment Needs

The CONTRACTOR must demonstrate possession of or the ability to obtain the following:

- (2) tractors equipped with rear flail and side mount mowers capable of cutting up and down a slope. The minimum total combined cut width is 13.5 feet.
- (1) tractor equipped with an extension boom with rotary head mower
- (1) excavator and or backhoe with boom extension
- (2) skid steer loaders
- (2) large dump trucks
- (2) flatbed 1-ton trucks or larger
- (1) 2500 gal. water truck when working in open spaces during fire break mowing

Tracking and Reporting

The CONTRACTOR shall provide the CITY, upon request, with access to GPS software directly in real-time and/or reports on past activity, which will confirm completed work. In addition, photos of work sites before and after will be submitted to the CITY at the completion of each job.

The CONTRACTOR shall submit to the CITY, attached to the monthly invoice, a maintenance report covering the billing period containing detailed information on the Flood Control, Creek Maintenance and Open Space Weed Abatement Services performed during that period. The report should provide information including, but not limited to:

- Time and date work was performed at each specific site
- Number of days or hours spent at each site
- Debris accumulation cut and removed in yards or tons for each site
- Detailed cost break-down per site
- Any additional (extra work) performed at each site (if applicable)

Creek Maintenance

Names, Locations, and Approximate Lengths (Includes both sides of creek banks):

- **Coyote Creek:** From Alcosta Boulevard to Montevideo Drive. **5,430 LF / 1.02 miles**
- **South San Ramon Creek (A):** From Montevideo Drive south to Golf Cart Bridge, south of Pine Valley Road. **14,667 LF/ 2.78 miles**
- **South San Ramon Creek (B):** From Alcosta Boulevard south to Dublin CITY limits. **3,825 LF/ 0.75 miles**
- **Norris Creek (A):** From Tareyton Ave east to where it ties into South San Ramon Creek behind Cal High School. **4,570 LF / 0.86 miles**
- **Norris Creek (B):** Along San Ramon Valley Blvd. from just north of Montevideo Drive to where it T-intersects with Lone Tree Court. **7,144 LF / 1.36 miles**
- **Channel Z:** From Broadmoor Drive east to Iron Horse Trail. **550 LF / 0.10 miles**
- **Oak Creek:** Creek access gate next to 9680 Davona Drive. **8' x 500' / 4,000 sf.**

Creek Maintenance Specifications (General)

- Creek weed abatement is to be performed between May 1 and June 30
- Weeds are to be cut down to a maximum height of 3 inches or less when possible.
- Cut weeds at entry access points of every creek and channel entrance gate.
- Cut weeds from all creek graveled access roadways between homeowners' fence lines to the edge of the creek bank, including concrete ditches and earth swales.
- Weeds and vegetation on the creek bank are to be cut from the top edge of the graveled roadway down the creek bank 15 feet. A uniform appearance of weeds should be visible as you look down the creek channel.
- Skirt up low-hanging tree branches and limbs to 8 feet in height along the entire creek bank.
- Cut and remove trees and saplings and suckers from creek banks. Saplings and suckers are considered to be a nuisance shrub, volunteer-sucker sprouting from the creek bank that is 4 inches or less in diameter measured 5 feet above the ground; cut and remove.
- All clippings and debris, when cut, shall be removed by the CONTRACTOR at no additional cost to the CITY.
- Clean and blow loose clippings and debris from graveled access roadways and ditches.
- Perform litter abatement once per year along access roadways and creek waterways. Provide the amount of litter removed by number of 5-gallon bags or yards.
- Annually apply a post and pre-emergent herbicide (Gallery®, Endurance® or Pendulum® or approved alternate) application along graveled access roadways.
- Annually prune trees next to residents' fences that block and encroach access roadways.
- Remove all vegetation from the concrete aprons in the channels and the lined portion of Channel Z and clear all weepholes or storm drain outfalls.

Tulle Abatement Specifications

- Routine tulle abatement activities in the CITY's creeks and flood control channels shall be conducted in accordance with the CITY's Maintenance Agreement with the California Department of Fish & Wildlife.
- Before cutting tulles inside the CITY's creek channels, appropriate biological studies shall be conducted at the CITY's expense and direction, as required by the California Department of Fish and Wildlife. A 20-working day notification shall be provided to the CITY's Project Manager by the designated CONTRACTOR before commencing activities so that monitoring of California red-legged frog (*Rana aurora draytonii*) (CRF), California tiger salamander (*Ambystoma californiense*), California burrowing owl (*Speotyto cunicularia hypugaea*) and Western pond turtle (*Actinemys marmorata*) can be appropriately scheduled with the CITY's contract Biologist.
- Tulle cutting and removal may begin any time after August 1 so long as biological studies have been complete. All tulle abatement is to be completed on or before October 15 of every year based on California Department Fish & Wildlife Maintenance Agreement.
- The average width of the creek channels from which tulles shall be removed is approximately 15 feet across the bottom of the creek.
- Utilizing machetes, weed eaters with saw blades, pitchforks, and other tools and equipment, manually cut and remove all tulles along Coyote Creek, Norris Creek, and

South San Ramon Creek (Alcosta Boulevard south to Dublin CITY limits). Cut as low as possible to the creek bottom or as close to the water flow. Knee-high boots and, in some instances, hip waders are required in certain creek areas.

- Manually cut and remove 50% of tules along South San Ramon Creek (Montevideo Drive to the golf course cart bridge overpass, behind Thunderbird Place south of Pine Valley Road in swaths of between 5 and 15 feet long the entire width of the channel.
- Upon completion of tule abatement, a written and typed report shall be provided by email along with invoices with the following:
 - a. Dates and hours worked in each creek
 - b. Estimated totals of debris cut and removed in yards collected by the number of dumpsters used.
- Remove tules and other vegetation completely from all concrete aprons and within 10 feet of all outlets in the channels.

Water Quality Control Pond (WQCP) Maintenance

Names and Locations:

- WQCP #1 – DA 0012 – south of Japonica Way
- WQCP #2 – DA 0050 – Behind Dougherty Valley High School (10550 Albion Road)
- WQCP #3 – DA 0007 – Watermill Road
- WQCP #4 – DA 0007 – Watermill Road (b)
- WQCP #5 – DA 0008 – Harcourt Way
- WQCP #6 – DA 0015 – Behind Hidden Hills Elementary (12995 Harcourt Way)
- WQCP #7 – DA 0025 – Albion Road at Windemere Parkway
- WQCP #8 – DA 0025 – Windemere Parkway at Bethany Road
- WQCP #9 – DA 0004 – Behind Dougherty Station Community Arts Center (17011 Bollinger Canyon Road and Diablo Valley Community College (1690 Watermill Road)
- WQCP #10 – DA 0029 – Stoneleaf Road at Ivyleaf Springs Road
- WQCP #11 – DA 0028 – Behind Windemere Ranch Middle School (11611 E Branch Parkway) and South York Lane
- WQCP #12 – DA 0048 – Lysander Way
- WQCP W3 – Dougherty Road at Brookcliff Circle
- WQCP W4 – S. Wedgewood Road at Stoneleaf Road
- WQCP M1 – Blueheart Way at Bollinger Canyon Road
- WQCP M2 – Main Branch Road at Bollinger Canyon Road
- WQCP #17 - DA 0000 - Laurelspur Loop behind Lilac Ridge Road

Water Quality Control Pond Specifications

All Water Quality Control Ponds are to be maintained annually, once per year between the months of July 1 and October 15.

- Utilizing a Bobcat® T770 Compact Tract Loader, or similar equipment, mow, cut and remove weeds and hardy vegetation, including saplings, from pond graveled access roadways and pond banks to a maximum height of 3-inches. Cut, remove, and dispose of all hardy woody plant material throughout pond banks and access roadways, including willows, coyote brush, stinkwort, etc. Mechanical mowing is permitted between July and October.

- Manually cut weeds and overgrown vegetation around chain link fence areas, keeping a one-foot band on both sides of chain link fence clear of vegetation to prevent vegetation from vining through chain link fences.
- Cut and remove tulles from drainage inlets and outfall areas within the WQCP. Maintain a 15' x 15' buffer space free from vegetation.
- When directed by the CITY, remove sediment accumulation from pond outfall and inlet areas. This must be done mechanically by utilizing an excavator or backhoe with boom extensions operating from the bank. This will be considered "extra work" and billed as time and material (T&M).
- Perform litter abatement throughout all the ponds, including the outfalls and inlet areas, graveled access roadways, and fence lines. Provide an email report of litter removed from each different pond. You can break it down into 5-gallon bags used per pond.
- Cut and remove tulles and overgrown vegetation from staff gauges. Maintain a 15'x 15' weed-free buffer space around all pond staff gauges and outlet risers.
- Inspect, clean, and maintain all overflow drainage pipe risers and filter screens; risers are roughly 12 feet tall. This includes inspecting inside the risers to ensure nothing has entered the line that may cause a backup during winter rains and cutting a 15' x 15' tulle and weed-free buffer zone around the entire riser unit down to the concrete pad (all hand work). In addition, wire filter screens attached to the bottom base of the riser(s) shall be cleaned using a portable pressure washer and generator or by hand scrubbing the screens with a wire brush as debris sticks to the metal screens. Personal Protective Equipment (PPE) required.
- Annually, apply a pre and post-emergent herbicide (Gallery®, Endurance® or Pendulum® or approved alternate) atop graveled access roadways and around perimeter fence lines before the first rainfall, typically during October or November.

Bioswale Maintenance

Names and Locations:

(1) Large Bioswale

(1) Small Bioswale

(W-1 & W-2) RA 1114 and Culvert Inlets North of North Gale Ranch & Dougherty Road at North Gale

Bioswale Specifications

Bioswale activities are to take place between July 1 and October 15.

- Manually cut and remove weeds and overgrown hardy vegetation and woody plant material, for example, willows, coyote brush, etc., upstream, and downstream the large underground culverts along both sides of North Gale Ridge Road, off of Dougherty Road to a maximum height of 3 inches.
- Cut and remove weeds, vegetation, and woody plant material, for example, willows, coyote brush, etc., throughout bioswale areas, including an open space staging area inside the creek overflow area to a maximum height of 3 inches. A 15-foot trail shall be mowed and maintained for clear ingress/egress to the smaller bioswales approaching the concrete outfalls north of North Gale Ridge Road.
- Perform litter and debris abatement throughout the length of bioswale areas.

- Annually apply a post and pre-emergent herbicide (Gallery®, Endurance® or Pendulum® or approved alternate) before the first expected rainfall along all graveled access roadways, keeping access roadways weed-free.
- Annually prune back overgrown shrubs, trees and branches that encroach graveled access entries and roadways. Additionally, cut and remove trees in front and back of culvert underpasses where boulders are placed. This area is to be free of vegetation and debris.
- Manually cut weeds / overgrown vegetation around chain link fence areas, keeping a one-foot band on both sides of chain link fence clear of vegetation to avoid vegetation from vining through chain link fences.

Detention Basin Maintenance

Detention basin activities are to take place between July 1 and October 15 of every year.

Names and Locations:

The CITY has approximately ten detention basins maintained by goats. However, the two locations below are maintained using manual and mechanical forces.

NOTE: Detention basins maintained by goats are subject to budget restrictions. The CONTRACTOR may be asked to perform this maintenance on a time and materials basis (T&M).

- DA 0004 - Stoneleaf Road end of Lucy Lane
- DA 0005 - Albion Road next to Hidden Valley Park (Albion Road) - N/A – cattle grazing

Detention Basin Specifications

- Utilizing a Bobcat® T770 Compact Tract Loader or similar equipment, mow, cut and remove weeds and hardy vegetation from graveled access roadways and detention basin bowl banks to 3 inches. Cut, remove, and dispose of all hardy woody plant material, for example, willows, coyote brush, and stinkwort, throughout the pond banks and access roadways.
- Manually cut weeds and overgrown vegetation around chain link fence areas, keeping a one-foot band on both sides of chain link fence clear of vegetation to avoid vegetation from vining through chain link fences.
- Perform litter abatement throughout the entire basin, including outfalls, inlet areas, graveled access roadways, and fence lines. Provide a typed email report of litter removed from each different pond.
- Annually apply a post and pre-emergent herbicide (Gallery®, Endurance® or Pendulum® or approved alternate), typically in October, before the first expected rainfall of 0.5 inches or greater along all graveled access roadways, keeping access roadways weed-free. The time to apply should come from the CITY's Project Manager.

Open Space Fire Break Mowing and Weed Abatement

Names and Locations: All acreages are considered approximate.

- 1) Service Center: Located at 5000 Crow Canyon Road. Work includes the sloped area between the landscaping in front of the parking lot, the building along Crow Canyon Road, and the area up the slope adjacent to the west side of the yard. **2 acres.**

- 2) Old Ranch Park: Located at 1000 Vista Monte Drive. Provide a thirty (30) foot firebreak (disc) on the south side of Old Ranch Road bordering Old Ranch Park along the cattle fence adjacent to the back yard fence behind the homes on Vista Monte Drive south to San Ramon Dublin CITY limits; from the CITY limit north along Stage Coach Drive behind the Alcosta Senior and Community Center at 9300 Alcosta Boulevard (100-foot-wide swath behind the structure); along the back of the lots on Alcosta Boulevard, Alcosta Court, and Old Ranch Road, and east along Old Ranch Road. **7 acres.**
- 3) Summit View Park and Trail: Located on the north side of Old Ranch Road between Bridle Court and Old Ranch Estates Drive. Mow the entire area. **5.5 acres.**
- 4) Old Ranch Estates (Part 1): Provide a sixty (60) foot firebreak around the Old Ranch Estates subdivision. **2.5 acres.**
- 5) Old Ranch Estates (Part 2): Located at the end of Portillo Valley Drive, the area north of the homes on the west side of the creek. Provide a sixty (60) foot firebreak around the subdivision starting at the end of Timber Creek Court and heading north to the end of the subdivision. **1.5 acres.**
- 6) Bollinger Canyon Road: The small triangular parcel is located behind the fence, back of the sidewalk, west of the intersection of Dos Rios Drive on Bollinger Canyon Road. The entire parcel. **1240 sq. ft.**
- 7) Norris Canyon Road (North side): Located west of Bollinger Canyon Road. The area above the retaining wall between the top of the wall and the residential fences of the homes located on Fieldview Terrace. Work includes the area below and along the fences, including the west side of the last lot. **0.8 acres.**
- 8) Red Willow Park: Located at 190 Red Willow Road. The area below the park on the north side begins at the bridge on Red Willow Road, extending around the park parking lot, and ends at the residential fence on Coriander Court. Provide a thirty (30) foot firebreak around the park surrounding the landscaped area and along the fire road. **0.7 acres.**
- 9) Vista Monte and Old Ranch Road: The open space between Vista Monte and Bent Creek Drive. Provide a sixty (60) foot firebreak adjacent to the wet band turf area on the south side of Old Ranch Road between Bent Creek Estates and Bent Creek subdivisions to the San Ramon Dublin city limit. Some handwork will be needed along the wall adjacent to Old Ranch Road. **15 acres.**
- 10) South of 2250 San Ramon Valley Blvd: The area is bordered by Fostoria Drive, I-680, and 2250 San Ramon Valley Boulevard. Work includes an area behind the building and along the fence, including both creek banks. Access through the chain link gate located at the northeast corner of Fostoria at San Ramon Valley Boulevard behind 2250 San Ramon Valley Boulevard. **0.5 acres.**
- 11) San Ramon Valley Boulevard: The work includes the slope north of and behind the Gateway Shopping Center. Westside Drive borders it to the west, the trail to the north, and the back of the shopping center on the east side. Mow 100% of the area. **1 acre.**
- 12) Westside Drive at 4 Oaks Hollow: Located at the northwest corner, fenced-off open space/drainage area, entire parcel when applicable. Mow 100% of the area. **0.5 acre.**

- 13) Westside Drive at Wood Borough Way: The open space area starts at the southeast corner behind the rail fence, going south along the trail to the concrete drainage culvert. Mow 100% of the area. **1 acre.**
- 14) Coyote Crossing panhandle: From the chain link fence on the north end of Coyote Crossing Park (3495 Rosincress Drive) , heading north on the slope and behind the homes on Sweet Gale Drive to behind the homes on Lilac Ridge Road. **3 acres.**
- 15) Valley View Park: Located at 9651 Camassia Way. Provide a sixty (60) foot fire break on the slope along the park's eastern edge. **1 acre.**
- 16) San Ramon Woodlot: Located at the intersection of Bollinger Canyon Road and Norris Canyon Road. Mow 100% of the area. **4.5 acres.**
- 17) Boone House: Located at 19953 San Ramon Valley Boulevard. Behind the Glass House off San Ramon Valley Blvd. Mow 100% of the area. **4.75 acres.**
- 18) Memorial Park: Located at Bollinger Canyon Road and San Ramon Valley Boulevard. Section 1 – between the baseball field on the park's southeast side and the Foothill Garden apartments. Section 2 – Behind the houses on the northwest side of the park. **1 acre.**
- 19) North of Alcosta Senior and Community Center: North of the Senior Center behind homes on Alcosta Boulevard to Old Ranch Road, between fence and homes. **2.75 acres.**
- 20) Starkweather Trail (easement only): Section 1 – Beginning just south of 5070 Westside Drive, go west to asphalt trail. 10' on each side of the trail. Section 2 – From Majestic Oak Court north to Pine Valley Place along the asphalt trail. Trim along the barbed wire fence on the west side and 5' off the trail on the east side. **0.75 acres.**
- 21) Westside Drive A - heading s/b between Talus Court and Palmer Street between curb and fence. **3 acres.**
- 22) Westside Drive B - north of Centennial Park, across from Brevensville Drive to the east. **0.10 acres.**
- 23) Westside Drive C - north of Palmer Street: Off Westside Drive, approximately 500' north of Palmer Street on the right. **0.60 acres.**
- 24) Oak Creek – Creek access road next to 9680 Davona Drive. 8' x 500'. **4000 sq. ft.**

Open Space Fire Break Mowing and Weed Abatement Specifications

- For San Ramon Valley Fire Protection District's current requirements, and follow up as necessary for updates to the standards here: www.firedepartment.org/our-district/community-risk-reduction/exterior-hazard-abatement
- Perform annual fire break weed abatement and mowing to meet San Ramon Valley Fire Protection District regulations. Mowing shall be performed between May 1 and June 1 of each year. An earlier start time may be permitted with the approval of the CITY's Project Manager.
- Mow weeds on the entire parcel to a height of 3 inches, including sloped areas.
- When cut, all combustible weeds, brush, rubbish, and debris that could present a fire hazard, as determined by the Fire Chief or his representative, shall be removed by the

CONTRACTOR at no additional cost to the CITY. No debris or cuttings shall be left in v-ditches, catch basins, on trails, sidewalks, or roads.

- A 60-foot firebreak band shall be mowed around property lines and fences.
- A 100-foot firebreak band shall be mowed around buildings and structures.
- When the terrain is too steep or rugged for a tractor, hand mowing and weed eating shall be required.
- A uniform appearance shall be obtained on all sites where work is completed.
- The CONTRACTOR shall hand mow weeds around trees, light poles, fences, ditches, swales, and other obstructions that mechanical, or tractor mowers cannot abate.
- The CONTRACTOR shall be responsible for damage to trees, plants, utilities, fences, and structures caused by abatement activities.
- All work must be completed within 20 working days of receiving a Notice to Proceed from the CITY. High heat or red flag days do not apply.
- Where earthen ditches, swales, or v-ditches are present in the fire break areas, weeds shall be cut one foot on each side, and earthen ditches, swales, or v-ditches cleaned out after mowing is performed.

Concrete V - Ditch Specifications

The CITY owns approximately 4 miles of concrete v-ditches. Concrete V-ditches require annual inspection and cleaning. Cleaning may begin the first Monday in October but shall be completed on or before the first Friday in November.

- Cut down weeds one foot away from both sides of the concrete v-ditch and cut weeds down to 3 inches.
- Clean, blow, and remove debris/sediment from inside the concrete v-ditch line.
- Clean catch basin inlet boxes (16 catch basin inlets) within 4.0 miles of concrete v-ditch. Remove sediment and loose debris clippings from the inlet grate.
- Upon completion, provide a written/typed report to the City's appointed Project Manager of the following:
 - a. Dates of when v-ditch was inspected and cleaned
 - b. Estimated totals in (yards) of debris/vegetation cut and removed from concrete v-ditch
 - c. GPS locations of any large cracking or spalling of concrete v-ditch that requires attention.

Concrete V-Ditch Per Linear foot price: Provide pricing on **Attachment C - Proposed Price Schedule**.

Pampas Grass Removal

Pampas Grass is to be cut and removed any time after July 1 but shall be completed on or before October 15 each year.

- The CONTRACTOR may choose to remove pampas grass utilizing chain saws or by choking the root-ball base by strapping a rope/chain using a backhoe or excavator and pulling the grass clump in its entirety, including removing the root ball.
- Once pampas grass is cut and removed, the base should be re-leveled with the creek bank ground. Backfill the root ball area if needed.

- If the awarded CONTRACTOR has a more efficient method or methodology of pampas grass removal, please provide a recommendation to the CITY's Project Manager, and we will then evaluate and approve it if permitted.
- Pampas grass clumps shall be removed on an "as-needed basis only" as designated by the CITY's Project Manager.

Pampas Grass Removal Pricing - will be charged by small or large size. Provide pricing on **Attachment C - Proposed Price Schedule**.

Future Changes to the Scope of Work

Changes Initiated by the CITY

The CITY reserves the right to add, delete, or change areas under the Agreement and may do so upon giving written notice to the CONTRACTOR. Funds not appropriated by City Council action may result in modification, cancellation, reduction in scope, and/or reduction in compensation. If these changes cause an increase or a reduction in the maintenance costs included in this Agreement, they shall be readjusted and, when agreed upon, incorporated into an Amendment to the Agreement.

Changes Requested by the Contractor

Changes requested in the specifications shall be made in writing. Approved changes shall be made by written amendment to the agreement between the CONTRACTOR and CITY at a reduction in cost or at no additional cost to the CITY. Nothing herein shall be construed as granting a right to the CONTRACTOR to demand acceptance of such changes.

Change Orders

Change orders shall be in writing and state the dollar value of the change or established method of payment, any adjustment in contract time, and when negotiated prices are involved, shall provide for the CONTRACTOR'S signature indicating the acceptance. If no emergency or protest exists, a contract change order will not become effective until the CITY'S Project Manager approves it.

In the case of a maintenance agreement, should additional work not be covered under the annual contingency, the additional work must be agreed upon through a signed Amendment to the original Agreement.

Extra Work

New and unforeseen work will be classified as extra work when determined by the Director or Designee that such work is not covered by any of the various items for which there is pricing or by combination of such items. In the event portions of such work are determined by the Director or Designee to be covered by none of the various items for which there is pricing or combination of such items, the remaining portion of such work will be classed as extra work. Extra work also includes work specifically designated as extra work in the Specifications.

The CONTRACTOR shall do such extra work and furnish labor, materials, and equipment therefore upon receipt of a written supplemental agreement between the CONTRACTOR and CITY or other written order of the Director or Designee. The CONTRACTOR shall not be entitled to payment without an approved written order of the Director or designee.

APPENDIX A – Map of Weed Abatement Zones

[ATTACHED SEPARATELY TO THIS PUBLISHING]

APPENDIX B - Department Fish & Wildlife Routine Maintenance Agreement

[ATTACHED SEPARATELY TO THIS PUBLISHING]

APPENDIX C – San Ramon Valley Fire Protection District Regulations

[ATTACHED SEPARATELY TO THIS PUBLISHING]

[END OF ATTACHMENT B]

Attachment C – Proposed Price Schedule

CREEK MAINTENANCE	ANNUAL COST
Coyote Creek (annual service):	
South San Ramon Creek A (annual service):	
South San Ramon Creek B (annual service):	
Norris Creek A (annual service):	
Norris Creek B (annual service):	
Channel Z (annual service):	
Oak Creek (annual service):	
TOTAL ANNUAL CREEK MAINTENANCE:	
TULLE ABATEMENT	ANNUAL COST
Coyote Creek (annual service):	
Norris Creek (annual service):	
South San Ramon Creek A (annual service):	
South San Ramon Creek B (annual service):	
TOTAL ANNUAL TULLE ABATEMENT:	
WATER QUALITY POND MAINTENANCE	ANNUAL COST
WQCP #1 (annual service):	
WQCP #2 (annual service):	
WQCP #3 (annual service):	
WQCP #4 (annual service):	
WQCP #5 (annual service):	
WQCP #6 (annual service):	
WQCP #7 (annual service):	
WQCP #8 (annual service):	
WQCP #9 (annual service):	
WQCP #10 (annual service):	
WQCP #11 (annual service):	
WQCP #12 (annual service):	
WQCP #W3 (annual service):	
WQCP #W4 (annual service):	
WQCP #M1 (annual service):	
WQCP #M2 (annual service):	
WQCP #17 (annual service):	
TOTAL ANNUAL WATER QUALITY CONTROL PONDS:	
BIOSWALE MAINTENANCE	ANNUAL COST
Bioswale W-1 (annual service):	
Bioswale W-2 (annual service):	
TOTAL ANNUAL BIOSWALES:	
DETENTION BASIN MAINTENANCE	ANNUAL COST
Detention Basin DA0004 (annual service):	
Detention Basin DA0005 (annual service):	

TOTAL ANNUAL DETENTION BASINS:		
OPEN SPACE FIRE BREAK MOWING & WEED ABATEMENT	PER MOW COST	
Service Center		
Old Ranch Park		
Summit View Park /Trail		
Old Ranch Estates – Part 1		
Old Ranch Estates – Part 2		
Bollinger Canyon Road		
North Side of Norris Canyon Road		
Red Willow Park		
Vista Monte & Old Ranch Road		
South of 2250 San Ramon Valley Blvd		
San Ramon Valley Blvd.		
Westside Drive at Oaks Hollow		
Westside Drive at Wood Borough Way		
Coyote Crossing panhandle		
Valley View Park		
San Ramon Woodlot		
Boone House		
Memorial Park		
North of Senior Center		
Starkweather Trail		
Westside Drive A		
Westside Drive B		
Westside Drive C		
Oak Creek		
TOTAL ANNUAL OPEN SPACE FIRE BREAK MOWING & WEED ABATEMENT:		
Concrete V-Ditches (Unit Pricing)		
	Unit Price	
Concrete V-Ditches per sq. foot cost:		/per linear foot
Pompas Grass Removal (Unit Pricing)		
	Unit Price	/each
Pompas Grass Removal from creek: smallest size 2’ x 4’ (small)		
Pompas Grass Removal from creek: largest size 6’ x 7’ (large)		
Additional Unit Pricing – Emergency Services		
	Unit Price	
Emergency Response – Weekday After Hours (24-7, within 2 hours of call)		/per hour
Emergency Response – Weekend (24-7, within 2 hours of call)		/per

		hour
Emergency Response – Holidays (24-7, within 2 hours of call)		/per hour

[END OF ATTACHMENT C]

NOTICE OF SELECTION

SENT VIA _____ and
POSTED ON WEBSITE

To: **VENDOR**
 Address
 Address
 Email

VENDOR #2
Address
Address
Email

SOQ Submission Deadline:
Date

From: City of San Ramon
 7000 Bollinger Canyon Road
 San Ramon, CA 94583

Notice of Selection Posting:
Date

Project: FLOOD CONTROL, CREEK MAINTENANCE AND OPEN SPACE WEED ABATEMENT

The City of San Ramon issues its Notice of Selection to Award the Contract for the above referenced project to the above listed Proposers: **VENDOR, LIST THE REST OF YOUR VENDORS.**

A participating party that submitted a Statement of Qualification to the Request for Qualification (RFQ) solicitation and wishes to protest the proposed selection must submit their protest in writing to the City Clerk no later than 5:00 p.m. on the fifth (5th) business day following the posting date of this Notice of Selection.

All protests shall be in writing and shall contain the following:

1. A complete statement of the legal grounds for the protest;
2. All the facts relevant to the protest;
3. The form of relief requested; and
4. The legal basis for such relief.

All protests shall be accompanied by any and all documentation supporting the grounds for the protest. The protest shall include the protesting party's: name, address, e-mail address, telephone number, and the name of its representative.

Per the California Public Contract Code, only a Respondent who responded to the RFP may submit a protest for the above-referenced Project. A subcontractor of a Respondent may not submit a protest. A Respondent may not rely on a protest submitted by another party and must timely pursue its own protest.

Protests may be submitted by the fifth (5th) business day using the following methods:

1. Email to cityclerk@sanramon.ca.gov and email@sanramon.ca.gov;
2. Hand Delivery between 8:30 a.m. – 5:00 p.m.; or
3. USPS or similar.

To: City of San Ramon
 City Clerk
 7000 Bollinger Canyon Road
 San Ramon, CA 94583