

CONTRACT

Project: City Hall Civic Center Landscape Maintenance Services

Bid No: RFP 1137

Amount of Contract: \$9,300.00

THIS CONTRACT, made this _____ day of _____ 2008, by and between the City of Milpitas, hereinafter referred to as the "City of Milpitas" and Gachina Landscape Management, hereinafter referred to as "Contractor".

WITNESSETH:

A. WHEREAS, the City of Milpitas has caused specifications, drawings and other contract documents, hereinafter referred to as "Specifications", to be prepared for certain work on the referenced project; and

B. WHEREAS, the term of this agreement shall become effective upon the execution of the agreement by all parties; and

C. WHEREAS, the agreement shall be for one (1) year with two (2) single year renewal options unless otherwise terminated; and

D. WHEREAS, said Specifications include:

- Part A – Notice of Request For Proposals
- Part B – Detailed Specifications or Scope of Work
- Part C – Instructions To Proposer
- Part D – Terms and Conditions
- Part E - Special Provisions for Equipment & Material
- Part F – Special Provisions For Services
- Part G – Drawings
- Part H – Addenda
- Part I – Payment Bond
- Part J – Non-Collusion Affidavit
- Part K – Proposer's Statement Regarding Insurance Coverage
- Part L – Worker's Compensation Insurance Certificate
- Part M – Proposer's Nondiscriminatory Employment Certificate
- Part N – Contractor's Proposal
- Part O – Subcontractors List

E. WHEREAS, Contractor has offered to perform the proposed work in accordance with the terms of said Specifications as set forth by submission of the Contractor's Proposal;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained in said Specifications and Contractor's Proposal, which are made a part hereof as though fully set forth, Contractor hereby agrees to complete the work at the prices and on the terms and conditions therein contained, and the City of Milpitas hereby employs the Contractor and agrees to pay the Contractor the contract prices therein

provided for the fulfillment of the work and the performance of the covenants therein set forth.

IN WITNESS WHEREOF, this contract has been executed on the day and year written on Page 1.

City of Milpitas,
A Municipal Corporation

Thomas C. Williams, City Manager

By:

Title

Business Tax Compliance: Certificate No.

Federal Tax ID No:

Approved As To Content:

Chris Schroeder, Purchasing Agent

Approved As To Form:

Bronwen Lacey, Deputy City Attorney

Approved As To Insurance:

Emma Karlen, Risk Manager

ATTEST:

Mary Lavelle, City Clerk

SCOPE OF WORK

Landscape Maintenance Services for City Hall Civic Center

GENERAL DESCRIPTION

The turf to be maintained is within the sidewalks of Calaveras Blvd. and N. Milpitas Blvd., which are located within the CITY OF MILPITAS.

The turf area includes, but is not limited to, walkways and parking lots.

LANDSCAPE MAINTENANCE SPECIFICATIONS

SUMMARY

Term:

This solicitation includes landscape maintenance services for a period of one full year (365 days) with two (2) additional one (1) year options.

EXHIBIT A

LANDSCAPE SPECIFICATIONS

LOCATION/AREAS OF WORK

City Hall Civic Center, Milpitas, California

SCOPE OF WORK

Furnish all labor, equipment, transportation, materials and supervision necessary to provide complete and continuous care of all turf as specified below. **All work shall be performed in accordance with the Frequency Schedule attached as Addendum A.**

1. PERSONNEL/SUPERVISION

- 1.1. All included work shall be performed by persons directly employed and supervised by the Contractor. The Contractor shall provide management and technical supervision.
- 1.2. Sub Contractors may be utilized to perform certain specialized functions within this contract and will be directly supervised by Contractor.
- 1.3. All employees of the Contractor shall be U.S. citizens or resident aliens and each is subject to the approval of the Owner as to professional appearance and performance.
- 1.4. All work shall be conducted in a manner so as to cause the least possible interference with or annoyance to others.

2. MATERIALS

Materials shall be of the highest quality available. The County Agricultural Commissioner's Office must, by law, be given a monthly record of all herbicides, insecticides and disease control chemicals used.

Client understands and acknowledges that, in the performance of their obligations herein, Contractor will require the use of certain government-approved chemicals, which will be applied in accordance with manufacturer's instructions and government regulations. Client agrees to hold Contractor harmless and indemnify them for all claims, demands, judgments and other liability arising from the proper use of said chemicals in the course and scope of the performance of Contractor's work.

3. LAWN CARE

Lawns shall be maintained **in accordance with the Frequency Schedule by furnishing** necessary services, including the following:

- 3.1 Lawns shall be mowed to a height of two inches or as appropriate using sharp, adjusted mowing equipment, once each week.
- 3.2 No grass clippings shall be left on the lawn that will not dry up and fall below growing level within 24 hours.
- 3.3 All edges will be trimmed with a string machine **in accordance with the Frequency Schedule.**
- 3.4 Paper, trash, twigs, and other undesirable materials will be removed from lawns in accordance with Frequency Schedule.
- 3.5 Lawns will be fertilized to supply five to nine pounds of actual nitrogen per 1000 square feet per year.
- 3.6 Broadleaf weeds will be controlled as per Frequency Schedule with selective herbicides. Pre-emergent chemicals may be used, if necessary in spring to reduce crabgrass, spurge, and other annual weed infestations. If necessary, contact systemic herbicides will be used only by licensed PEST CONTROL Operators employed by the Contractor.
- 3.7 Contractor shall maintain reasonable control of pests and diseases with approved materials. The objective shall be not to keep the site entirely pest-free, but to carry on a responsible pest management which control those problems which threaten permanent or irreparable damage to plant material. Aerating shall be performed **in accordance with the Frequency Schedule.**
- 3.8 Other services such as over seeding or power raking to remove thatch build-up will be performed as an additional charge as approved.

4. PAVED AREAS

- 4.1 Cracks in sidewalks, curbs, gutters, and other paved areas which are included in this contract shall be weeded **in accordance with the Frequency Schedule.**
- 4.2 All paved area maintenance of driveways and sidewalks shall be maintained **in accordance with the Frequency Schedule.**

FREQUENCY SCHEDULE FOR OPERATIONS

City Hall Civic Center

		Year	Jan.	Feb.	Mar	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec
Weeks Per Month	Freq:	52	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3
SITE INSPECTIONS														
Meet with Owner Rep.	Freq.	12	1	1	1	1	1	1	1	1	1	1	1	1
A. TURF CARE														
Mow	Freq.	52	2	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	2	
Edge	Freq.	52	2	2	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	2
Blow	Freq.	52	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3
Aeration	Freq.	2			1						1			
Leaf & Debris Removal	Freq.	52	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3
Weed Control-broadleaf	Freq.	3				1		1			1			
Fertilize	Freq.	6	1		1		1		1		1		1	
B. PAVED AREAS														
Corners / Driveways	Freq.	52	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3
Sidewalks	Freq.	52	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3