



Aptos/La Selva Fire Protection District

6934 Soquel Drive ▪ Aptos, CA 95003
Phone # 831-685-6690 ▪ Fax # 831-685-6699

APTOS/LA SELVA FIRE PROTECTION DISTRICT SPECIFICATIONS FOR WEED ABATEMENT PROGRAM

GENERAL REQUIREMENTS

I. SCOPE

The work to be covered under this contract consists of furnishing all labor, materials, tools, equipment, transportation and all incidentals involved in the removal or eradication of weeds, refuse, or other combustible trash or waste material from property situated within the limits of the Aptos/La Selva Fire Protection District. Said contract will be effective for a period of one year from date of June 1, 2018, and will consist of mowing or an approved type of cultivation and rubbish removal as further specified herein.

II. LOCATION

The property upon which said eradication shall be done consists of streets, alleys, parkways, sidewalks, and private property, vacant or otherwise, upon which weeds, refuse, or other combustible trash or materials have become or can become a nuisance. Said properties have been determined by a field survey by the Fire Marshal and have been delineated and located in a book of "Lot Cleaning Maps". It shall be understood by the contractor, however, that areas may be added to or deleted from said book of "Lot Cleaning Maps" at the discretion of the Fire Prevention Bureau as the work progresses and such additions or deletions shall in no way affect the unit or hourly prices bid for such work.

The contractor shall do no work on lots upon which the following conditions are observed:

- A. A lot upon which construction has been started.
- B. A lot upon which an obvious attempt has been recently made to eradicate the weeds.
- C. A lot upon which no nuisance exists.

Upon observing any of the above conditions, the contractor shall immediately notify the Fire Prevention Bureau of their existence and a representative from the Fire Prevention Bureau shall inspect said lots and determine whether or not the areas shall be included or deleted from the contract.

III. PERFORMANCE OF CONTRACT

It is expressly understood by the contractor that each mowing, cultivation or other vegetation removal shall be completed within forty-five (45) days of receipt of written notice to proceed with contract, usually, but not necessarily limited to, the last week of June, from the Fire



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Prevention Bureau; provided that such time may be extended by the Fire Chief in the event of rain, or other conditions beyond the contractor's performance of the agreement for a period of equivalent to such necessary delay. If the work is not completed, the contractor shall pay to the District the sum of one hundred dollars (\$100.00) per day for each and every calendar day delay beyond the time prescribed to complete the work. All work shall be completed to the satisfaction of the Fire Marshal.

IV. TERMINATION OF CONTRACT

The terms and conditions of the final contract when executed shall control and supersede anything herein to the contrary or inconsistent with said contract. Failure of contractor to perform all terms and conditions of contract may result in termination of contract by the District upon ten (10) days written notification.

V. EQUIPMENT AND PLANT

The contractor shall furnish all equipment and tools such as, but not limited to, tractors, disks, trucks, mowers, whip hoes, shovels, hoes, rakes, trash cans, and/or tarps, gas-powered weed eaters, chain saws and other tools and equipment as required for the removal of weeds, debris and vegetative growth from parcels, lots and parkways in the Aptos/La Selva Fire Protection District. Equipment not suitable to produce the quality of work required will not be permitted to operate on the project.

All powered equipment used by the contractor or any subcontractor shall be inspected in accordance with sections 4442 and 4443 of the Public Resources Code, and appropriately tagged by the inspecting agency.

Each machine or unit of equipment shall be operated by a person experienced in handling the particular make or unit of equipment in use, at a speed or rate of production not to exceed that recommended by the manufacturer.

All vehicles used to haul materials over existing highways shall be equipped with pneumatic tires. Specifically, contractor shall have at least the following equipment in good condition available for use on the proposed work as required:

- A. One tractor with flail or rotary motor, disk or other mechanical device. Tractor must be minimum of 40 horsepower at the flywheel. Certification of horsepower shall be provided. An alternate tractor must be provided in case of major mechanical breakdown, extending three days or longer, to minimize the abatement downtime.
- B. One 18" belt driven gas-powered mower or equivalent.
- C. One gas-powered weed eater.
- D. The contractor shall provide all hand tools or other equipment for proper performance of this contract, including rake, shovel, clippers, hose, camera, etc.



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VI. ERADICATION BY MOWING AND/OR CULTIVATING

The contractor shall mow or cultivate all areas that will accommodate tractor drawn equipment; hand cleaning may be at the discretion of the Fire Marshal be required under special circumstances. Mowing or cultivation equipment shall be operated so as not to break or damage concrete sidewalks, property line survey markers, or other public or private improvements, but to eradicate all undesirable growth possible adjacent thereto. Mowing operations are interpreted to also include any mechanical method of weed removal approved by the Fire Prevention Bureau.

Each area shall receive one or two complete mowings or cultivations, the exact dates to be determined by the Fire Prevention Bureau depending on weather, moisture contents and weed growth. It is anticipated that for each schedule the first mowing or cultivation will occur on or around the first week of June.

The mowing or cultivation shall leave the property reasonably clean and smooth with a remaining stubble not to exceed four (4) inches in height and in a condition acceptable to the Fire Marshal. Exception: In areas designated in the "Wildlife Habitat Protection Area" stubble shall not be less than six (6) inches in height.

Hand Cleaning

Whenever it is unpractical, by reason of topography, location of trees, sprinkler systems, shrubbery, buildings, fences or type of vegetative cover, to mow the vegetation shall be removed or thinned, when authorized by the Fire Prevention Bureau by hand labor using hand-labor-type tools. The degree of hand labor to be accomplished on any parcel shall be specified by the Fire Marshal.

Edging

All weeds, grasses or noxious growths along fences and buildings, in corners or along edges of parcels, or where they cannot be safely reached by mower, shall be mowed or cut by hand held implements to no more than two (2) inches above the ground; and this vegetation shall be gathered and removed, or spread on the surface of the parcel from which it was mowed or cut. Spreading or removal shall be at the option of the Fire Marshal. All edging shall be done at the time of mowing.

Clean-Up of Streets and Sidewalks

All streets and sidewalks are to be left in a clean condition following the cleaning of parkways and parcels. Necessary tools such as blowers, brooms and shovels for cleaning the streets and



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sidewalks shall be provided by the contractor and are to be available on the job site. The charge for this operation shall not be separate, but included in the unit price for cleaning the parcel. Chemical spraying shall not be an approved method of abating weeds within the scope of this contract.

VII. MEASUREMENT AND PAYMENT FOR MOWING OR CULTIVATION

The unit of measure for mowing or cultivating shall be by parcel size as outlined on page 2 of the proposal packet.

In areas where the property does not require complete mowing or cultivating, the contractor shall mow, disk or cultivate such firebreaks as the Fire Marshal shall order and the payment shall be made at the price per hour.

Payments shall be made at the unit price or hourly rate bid of the appropriate area range and said payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals necessary to complete mowing, cultivating, edging and street/sidewalk clean up, to the satisfaction of the Fire Marshal and no additional allowance will be made.

VIII. RECORDS

The contractor shall use the "District Log Cleaning Maps" as her/his guide for the above mentioned work and shall do no other work than that shown on said map unless ordered to do so by the Fire Marshal.

The contractor shall file with the Fire Prevention Bureau an accurate report of the date and location of each parcel of property upon which work has been performed and all payment shall be based upon these reports as checked and approved by the Fire Marshal. Filing shall include before and after photographs of the work completed. The Assessor's Parcel Number (APN) shall be printed on the photograph along with the date the photograph was taken. In the case of digital photos, a photo log shall be kept.

IX. PAYMENT

The District shall pay contractor for work performed within approximately thirty (30) days after contractor has submitted to the Fire Prevention Bureau an itemized list by APN of all work done under this contract. The itemized list shall be accompanied with a bill. Payment of this bill will only be authorized after the work has been inspected and approved by the Fire Marshal.



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X. ASSIGNMENT

This contract may be assigned in whole or in part only upon the written consent of the District.

XI. TERM AND TERMINATION OF AGREEMENTS

- A. This agreement shall commence on June 1, 2018 and end on May 31, 2019. The District reserves the option to renew this agreement for two additional one-year terms.
- B. The District shall have the right, at any time, to terminate this agreement by giving the other party ten (10) days prior written notice of intention to terminate. The contractor shall maintain this contract during this termination period.

XII. OPTION TO RENEW

The District retains the option to renew the contract for two additional one-year terms. On each anniversary date, the contractor will be allowed to increase parcel prices. These prices then become firm for the succeeding year of the contract. Any price increase must reflect an increase in costs to the contractor only. The contractor must provide proof that only increases in cost to the contractor are being passed on to the District.

XIII. STANDARD REQUIREMENTS

Contractor and any subcontractor shall carry Liability Insurance in an amount no less than one million dollars (\$1,000,000.00) per occurrence combined single limit Bodily Injury and Property Damage Liability coverage. Such insurance shall name the Aptos/La Selva Fire Protection District as an additional insured and shall include cross liability in favor of the District. A certificate of such insurance shall be furnished to the District prior to the commencement of work.

Contractor and any subcontractor shall obtain and maintain, during the life of the agreement, Worker's Compensation Insurance, covering all of its employees on the project, with a company satisfactory to the District and shall furnish to the District certificates issued by such companies showing that all of the above mentioned insurance has been issued and is in full force and effect prior to commencing work. Contractor shall be responsible for the insurance coverage as herein provided of all employees of said contractor.

Contractor and any subcontractor shall likewise obtain Bodily Injury and Property Damage Liability Insurance to cover vehicle used or maintained by it in the performance of work covered by this specification, with liability limits of not less than one million dollars (\$1,000,000.00) combined single limit per accident. Certificates shall be furnished as evidence of said coverage.



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Said insurance shall provide that the same cannot be canceled except upon thirty (30) days written notice to the District.

XIV. BIDDING INSTRUCTIONS

TWO COPIES OF THE BID MUST BE SUBMITTED.

The District Board of Directors has the right to accept and reject any or all bids received and to waive any informality or defects in bids received.

XV. RESPONSE REQUIREMENTS

Failure to respond to an invitation to bid will result in removal of your firm from the bid list of the solicited item. If the vendor does not wish to quote a price for the solicited item, the quotation sheet should be signed and returned to the Administration Office with "no bid at this time" indicated by the time of bid closure.

XVI. AGENT RESPONSIBILITY

Contractor shall understand that work performed under this agreement is perceived by the public as work performed by the District. As such, Contractor shall treat members of the public and others encountered in the course of performing the work contained in this agreement, courteously and professionally. A log of public contact shall be maintained by the Contractor and presented to the District upon completion of the contract. Unresolved conflicts and complaints shall be referred to the Fire Prevention Bureau.

XVII. CIVIL RIGHTS COMPLIANCE

Every supplier of materials and services and all contractors doing business with the Aptos/La Selva Fire Protection District shall be an equal opportunity employer, as defined by Title VII of the Civil Rights Act of 1964 and the California Fair Employment and Housing Act of 1980, and as such, shall not discriminate against any person on the basis of race, color, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, genetic information, military and veteran status, sexual orientation, gender, gender identity, gender expression, or sex.

If you have any questions concerning these specifications, please call the Aptos/La Selva Fire Protection District Fire Prevention Bureau at (831) 685-6690.