

**AGREEMENT WITH LORAL LANDSCAPING, INC
FOR LANDSCAPE MAINTENANCE SERVICES
FOR
MEDIANS, ISLANDS AND RIGHT OF WAYS**

This Agreement, made and entered into this day of _____, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and **LORAL LANDSCAPING, INC** a CORPORATION ("CONTRACTOR"), whose address is 704 South Amphlett Blvd., San Mateo, CA 94402.

RECITALS:

A. CITY desires certain LANDSCAPE MAINTENANCE services hereinafter described.

B. CITY desires to engage CONTRACTOR to provide these LANDSCAPE MAINTENANCE services by reason of its qualifications and experience for performing such services and CONTRACTOR has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services to be performed by CONTRACTOR under this Agreement is as described in Exhibit A to this Agreement, which is attached and incorporated by reference.

SECTION 2 - DUTIES OF CONTRACTOR

CONTRACTOR shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONTRACTOR represents that it is qualified to furnish the services described under this Agreement.

CONTRACTOR shall be responsible for employing or engaging all persons necessary to perform the services of CONTRACTOR.

CONTRACTOR agrees to comply with the City's minimum wage ordinance as codified in Municipal Code Chapter 5.92, which differs from the state minimum wage and includes a Consumer Price Index escalator.

SECTION 3 - DUTIES OF CITY

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine documents submitted by CONTRACTOR and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONTRACTOR'S work.

SECTION 4 - TERM

The services to be performed under this Agreement shall commence on December 1, 2023 and be completed on November 30, 2026, with an option to extend for up to two additional 12-month periods.

SECTION 5 - PAYMENT

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONTRACTOR a fee in an amount of \$865,490.50, pursuant to rates stated in Exhibit B, attached, and incorporated by reference.

SECTION 6 - TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONTRACTOR. THE CONTRACTOR agrees to cease all work under this Agreement upon receipt of said written notice.

SECTION 7 - OWNERSHIP OF DOCUMENTS

All documents prepared by CONTRACTOR in the performance of this Agreement are and shall be the property of CITY, whether the project for which they are made is executed or not.

SECTION 8 - CONFIDENTIALITY

All reports and documents prepared by CONTRACTOR in connection with the performance of this Agreement are confidential until released by CITY to the public. CONTRACTOR shall not make any such documents or information available to any individual or organization not employed by CONTRACTOR or CITY without the written consent of CITY before any such release.

SECTION 9 - INTEREST OF CONTRACTOR

CONTRACTOR covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 - CONTRACTOR'S STATUS

It is expressly agreed that in the performance of the services required under this Agreement, CONTRACTOR shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONTRACTOR an agent or employee of CITY while providing services under this Agreement.

SECTION 11 - INDEMNITY

CONTRACTOR agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CONTRACTOR's performance of this Agreement, except for those claims arising out of CITY's sole negligence or willful misconduct. CONTRACTOR agrees to defend City, its elected and appointed officials, employees, and agents against any such claims. The CONTRACTOR'S duty to indemnify shall survive expiration or early termination of this Agreement.

SECTION 12 - INSURANCE

Contractor shall procure and maintain for the duration of the contract the insurance specified in Exhibit C to this Agreement.

SECTION 13 - NONASSIGNABILITY

Both parties hereto recognize that this Agreement is for the personal services of CONTRACTOR and cannot be transferred, assigned, or subcontracted by CONTRACTOR without the prior written consent of CITY.

SECTION 14 - RELIANCE UPON SKILL OF CONTRACTOR

It is mutually understood and agreed by and between the parties hereto that CONTRACTOR is skilled in the performance of the work agreed to be done under this Agreement and that CITY relies upon the skill of CONTRACTOR to do and perform the work in the most skillful manner, and CONTRACTOR agrees to thus perform the work. The acceptance of CONTRACTOR's work by CITY does not operate as a release of CONTRACTOR from said obligation.

SECTION 15 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 16 - COSTS AND ATTORNEY FEES

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 17 - NON-DISCRIMINATION

CONTRACTOR warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONTRACTOR nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 18 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 19 - LITIGATION

CONTRACTOR shall testify at CITY's request if litigation is brought against CITY in connection with CONTRACTOR's services under this Agreement. Unless the action is brought by CONTRACTOR, or is based upon CONTRACTOR's wrongdoing, CITY shall compensate CONTRACTOR for preparation for testimony, testimony, and travel at CONTRACTOR's standard hourly rates at the time of actual testimony.

SECTION 20 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY: Ron Hostick
City of San Mateo
330 W. 20th Avenue
San Mateo, CA 94403

To CONTRACTOR: Loral Landscaping, Inc
704 Amphlett Blvd.
San Mateo, CA 94402

SECTION 21 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONTRACTOR.

SECTION 22 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and LORAL LANDSCAPING, INC have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONTRACTOR

Joanne Magrini
Director, Parks and Recreation

Howard Wheeler	Date
President	

APPROVED AS TO FORM

Mazarin Vakharia
Assistant City Attorney

Attachments:

Exhibit A: Scope of Services

Exhibit B: Payment Rates

Exhibit C: Insurance Requirements

EXHIBIT A

Scope of Services

Part I: Landscape Maintenance Specifications

1. Scope of Work

The Contractor shall furnish all labor, equipment, materials, tools, and supervision to perform median, right of way, islands, and green infrastructure landscape maintenance as described herein including, but not limited to, the following:

- (a) Weed control and cultivation – both mechanically and/or with chemicals.
- (b) Fertilization.
- (c) Shrub trimming, pruning, and training.
- (d) Tree care as prescribed in technical specifications.
- (e) General pest control, including insects and diseases, as necessary to maintain a healthy environment for plant growth. This includes rodents, snails, and slugs.
- (f) Ensure that the maintenance and documentation of Green Infrastructure care are completed and included in the monthly statement package.
- (g) General litter pick-up, refuse and debris removal from planters and landscape areas.
- (h) Irrigation system monitoring, maintenance, and repair.
- (i) Hardscape cleaning: clean and remove graffiti from planters, controller boxes, and backflow devices.

2. Level of Maintenance

All work shall be performed in accordance with the highest landscape maintenance standard, as stated in the Technical Maintenance Specifications. Standards and frequencies may be modified from time to time as deemed necessary by the city for the proper maintenance of the sites.

The Contractor **shall submit** to the City of San Mateo, after award of contract, a prepared schedule of operations, which shall be followed upon approval. The proposed schedule may be revised, subject to the approval of the city, to facilitate the Contractor's operations if circumstances require and justify such a change.

In the judgment of the City, if the level of maintenance is less than that specified herein, the City shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document; providing no other arrangements have been made between the Contractor and the City. Failure to give notification of a change and/or failure to perform an item of work on a scheduled day may result in a deduction of payment for that date or week. Payment will be retained for work not performed until such time as the work is performed to City standards.

The Contractor is required to correct deficiencies within the time specified by the city. If noted deficient work has not been completed, payment for subject deficiency shall be withheld during the current billing period and shall continue to be withheld until deficiency is corrected, without the right to retroactive payments.

3. Supervision of Contract

All work shall meet with the approval of the City of San Mateo Parks and Landscape Manager or their designee. There shall be periodic meetings with the Contractor and City's representative to determine progress of the work and to establish items that may require attention.

Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor in writing and if not corrected, payment to the Contractor will be withheld until condition is corrected in a satisfactory manner as set forth in these specifications.

The City's representative and the Contractor's representative will typically meet monthly. The purpose of this meeting will be to discuss project problems, tours of all sites and determine the Contractor's conformity with these specifications and the adequacy of the work being performed. More frequent meetings may be required as determined by the city.

Once awarded the contract, provide a detailed schedule of completed work and in what areas monthly with the invoice. Approximate location from Attachment A, and any materials applied such as mulch, fertilizer, and pesticides as well as labor hours to complete the work shall be included in the report.

4. Specifications

These specifications are intended to cover all labor, material, standards of landscaping, and mechanical workmanship to be employed in the work called for in these specifications or reasonably implied by terms of same. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work, shall be performed by the Contractor as if described in the specifications.

5. Traffic and Access

The Contractor shall have vehicles clearly marked with the Contractor's name.

Any parking citations received by the Contractor are the responsibility of the Contractor.

The Contractor shall be responsible, during all phases of the work, to provide for public safety and convenience by use of traffic cones, signs, lighted barricades, lights, and flagmen as described and specified in the State of California, Department of Transportation MANUAL OF TRAFFIC CONTROLS - For Construction and Maintenance Work Zones, 2002 Edition. (Section 360, California Vehicle Code, defines highways to include streets). The provisions of this manual will become a part of the requirements of the contract.

Construction and maintenance operations shall be conducted in such a manner as to cause as little inconvenience as possible to the abutting property owners or motoring public. Convenient access to driveways, businesses, and buildings along the line of work shall be maintained unless otherwise approved by the City in advance. Contractor shall request and obtain approval from City before any lane closures are implemented. Open excavation and ditches shall be covered and guarded in such a manner as to permit safe traffic flow during hours when no work is being performed.

6. Disposal

The Contractor shall dispose of all cuttings, weeds, leaves, trash, and other debris from the operation as work progresses and shall pay all disposal fees. The City shall in no way be responsible for the disposal.

7. Records

Contractor shall keep accurate records concerning all his/her employees or agents and within fifteen (15) days of the effective date of this Agreement, provide the City with names, addresses, telephone numbers, and pager numbers of employees to be called in case of emergency.

Contractor shall keep accurate records of all pesticide use (see Attachment E).

8. Specialty Operations

Contractor shall give written notification of all “specialty type” maintenance operations to the City 48 hours prior to each of these operations. “Specialty type” maintenance operations are defined as fertilization, pre-emergent weed control, all pesticide applications, and any plant replacements, including seasonal bedding plants.

9. Landscape License

The Contractor shall hold a valid and current California C27 License and submit a copy thereof to the City. The Contractor shall also maintain a California State Licensed Pest Control Applicator **or** Qualified Applicator Certificate with a Maintenance Gardener Business License, Category B. The use of any chemical by the Contractor shall be based on the recommendation of a State Licensed Pest Control Advisor. The names and permit numbers will be supplied to the City at the beginning of Contract, and any changes to this information shall be forwarded within 24 hours of said change. The Contractor shall not be permitted to store any pesticide within a City owned facility without express written permission of the City representative.

10. Examination of Site and Work

City makes no representation about the order or condition of the work area, nor does the City warrant that the work area will be free from defects, either apparent or hidden, at the commencement of or at any time during the term of the Contract. Contractor must examine the location, physical conditions, and surroundings of which these factors will influence the performance of the contract work. By entering the Contract, Contractor shall be deemed to have agreed to accept the condition of the work area in its “as is” condition with the intent to upgrade or modify existing deficiencies to Contract specifications.

11. Extraordinary Work

General:

- (a) New or unforeseen additional work will be classified as extra work and will be performed only upon approval by the Parks and Landscape Manager or their designee, unless a condition exists wherein it appears that there is danger of injury to persons or damage of property. In seeking extra work

approval, Contractor shall delineate costs related to how much of the job shall be labor/supervision and materials/parts, if any.

- (b) The City, as a result of Acts of God, vandalism, theft, civic disturbances, or accidents may require the Contractor to perform extraordinary work.
- (c) Extraordinary work may also be required by the City in order to add new landscaping or to delete, modify, or renovate existing landscaping and/or irrigation system parts.
- (d) Extraordinary work shall not interfere with the completion of the general maintenance work. For large projects of \$1,000 or more, an "Extra" crew, supervised by the Contractor, shall be used in order to keep the regular maintenance crew doing their scheduled work.
- (e) See Attachment B – Sample of Extraordinary Work Request Form.

Process:

The Contractor shall provide **in writing** a cost estimate and timeline for the extraordinary work described. The City shall approve all estimates in writing. The Contractor shall perform the necessary work and invoice the City for the work performed according to the City's policies.

12. Workmanship and Supervision

- A. The Contractor shall provide a workforce sufficient to complete the work as specified.
- B. Competent and experienced workers shall perform the work. Workers skilled specifically in state-of-the-art, automatic irrigation systems shall perform irrigation maintenance and repairs. Contractor shall submit a copy of an Irrigation Schedule Report and an Irrigation Repair Report to the City monthly. Payment of monthly invoice will be withheld unless these two documents are submitted.
- C. The work force shall include a thoroughly skilled, experienced, and competent supervisor who shall be responsible for adherence to the specifications. Supervisors and foremen must communicate effectively both in written and oral English and shall be present at all times during Contract operations. Any order given to these supervisors or foremen shall be deemed as delivered to the Contractor.
- D. All pesticide operations, where required, shall be performed or supervised by a California State Licensed Pest Control Applicator through written communication by a California State licensed Pest Control Advisor. **The Contractor shall be responsible for compliance with all Federal, State, and local laws and regulations regarding pesticide usage.** The Contractor shall provide copies to the City of his/her license and registration of both of his/her Pest Control Advisors and Pest Control Operators licenses. The Contractor shall submit a copy of the "Pesticide Use Summary" to the City on a monthly basis. (See Attachment E). Payment of monthly invoice will be withheld unless a Pesticide Use report is submitted.
- E. Persons employed by the Contractor who are found unsatisfactory by the City shall be discharged or reassigned by the Contractor upon fifteen (15) days written notice from the City.

13. Repairing Damaged Work

- A. The Contractor will report without delay any damage to City equipment or property and shall be held responsible for the replacement of any such damage caused by the Contractor's act hereunder. Watering,

pesticide spraying, and other maintenance specifications shall not be done at a time when it might damage parked cars or at times when activities in the Contract area might be inconvenienced or disrupted.

- B. Repairs to the irrigation system resulting from damage by other than the Contractor's operation (e.g., vandalism) shall be reported promptly to the Parks and Landscape Manager or their designee together with an estimate of costs for correction of the condition. The Parks and Landscape Manager or their designee may authorize repair by the Contractor and the City will pay the Contractor for this work.
- C. The Contractor shall be responsible for the replacement of all plant materials, including trees, shrubs, ground cover and similar materials. The full cost of such replacement, including the cost of labor, shall be borne by the Contractor, except as provided in subsection "D" below.
- D. Replacement of plant materials damaged or destroyed by City forces, or as a result of accident or vandalism, shall be reported promptly to the Parks and Landscape Manager or their designee together with an estimate of costs for replacement. The Parks and Landscape Manager or their designee may authorize replacement by the Contractor, and the City will pay the Contractor for the cost of the replacement including the cost of labor.

14. Safety Requirement

- A. All work performed under this Contract shall be performed in such a manner as to provide maximum safety to the public and where applicable, comply with all safety standards required by CAL-OSHA. The Parks and Landscape Manager or their designee reserves the right to issue restraining or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this Contract.
- B. The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from Contractor's operations. Any hazardous condition noted by the Contractor, which is not the result of his/her operations, shall be immediately reported to the Parks and Landscape Manager or their designee.

15. Liability for Damages

The Contractor shall be fully responsible for any and all damage to City property, equipment, or other property on the public premises that result from the Contractor's operations under this Contract. This shall include, but not be limited to the replacement, at Contractor's expense, of shrubs, trees, vines, turf, groundcover, or other landscape items that are lost due to negligence in pest and disease control practices; and/or due to improper watering, fertilizing, or lack of proper maintenance and care.

16. Schedules

Schedule:

- (a) The Contractor shall provide a Maintenance Schedule indicating the time frames when items of work shall be accomplished per the performance requirements. This maintenance schedule shall be a document which clearly states when required landscape maintenance practices will occur. Both the

Contractor and the City should be able to refer to this schedule to determine when required maintenance shall occur.

(b) The Contractor shall complete the schedule for each facility in a manner that shall correspond to the weekly schedules.

(c) The Schedule shall be submitted to the City for approval within fifteen (15) calendar days after the effective date of the Contract.

(d) The Contractor shall submit revised schedules when actual performance differs substantially from planned performance.

Irrigation Controller Schedules:

The Contractor shall provide irrigation controller schedules for each controller indicating locations, stations, and minutes per each station. These schedules should be updated monthly. (See Attachment C). The Contractor will be given a Calsense code to enter the controller and for City to verify weekly compliance.

This schedule is required to be included in the Monthly Maintenance Report.

Please note: When scheduling all “Calsense” computerized controllers, Contractor shall be required to check each controller unit at least once per week during the growing season. This will ensure detection of any irrigation system malfunctions, including main water line breaks or system shutdowns. Alert reports of irrigation malfunctions will be faxed to Contractor’s office when noted by City designee for repairs. All repairs will be done with the same nozzles that exist in the location.

17. Underground Excavations

Contractor shall be responsible for locating all underground utility lines to ensure the safety of his/her work crew and to protect in place existing utility equipment before commencing any excavation. Contractor shall contact the City and **Underground Service Alert (USA) at 1-800-422-4133** at least 48 hours prior to commencing any excavation.

When noticed by the City, Contractor shall respond to Underground Service Alert (USA) request from outside agencies. Control wires shall be tracked and marked as needed for any USA request. Irrigation pipes shall be marked if possible. Contractor shall be expected to be available for this work; however, this work shall be considered Extraordinary Work and be invoiced as such.

– End of Landscape Maintenance Specifications –

Part II: Technical Maintenance Specifications

1. General Landscape Maintenance Requirements

- A. All maintenance functions shall be performed in accordance with the following specifications and at the frequencies indicated, unless otherwise indicated in Attachment A to these Special Provisions, Maintenance Frequency Summary. The City shall have the right to determine scheduled days and the extent and frequency of additional “as needed” services. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the facilities.
- B. All operations will be conducted to provide maximum safety for the public and minimize disruption to the public. The Contractor is to follow all City noise ordinances.
- C. Leaves, glass, paper, weeds, and any other debris will be removed from landscaped areas and disposed of offsite.
- D. Contractor will clean sidewalks, roadways, and any other areas littered or soiled by their maintenance operations. Any spills of gasoline, oils, fertilizer, or toxic material shall be immediately and properly mitigated and then the Parks and Landscape Manager or their designee is to be notified.
- E. The Contractor shall maintain the premises clean of weeds, litter, and debris always. Upon completion of any work, the Contractor shall remove remaining excess materials, waste, rubbish, debris, and his construction and installation equipment from the premises. The Contractor shall not use existing City trash containers to deposit litter. Contractor shall supply his own trash liners and bags as needed.
- F. Plant material adjacent to roadway intersections shall be pruned to provide adequate sight distance for vehicles entering the intersection.
- G. Plant materials shall be pruned so that all traffic control signs are clearly visible to approaching vehicles.
- H. The City shall be notified immediately of any unusual, hazardous, or vandalized conditions at the work site, including but not limited to broken streetlights, fallen tree branches, or any item that creates a potential hazard.
- I. The Contractor shall control all insects, diseases, rodents, snails, slugs, and other like pests. The Parks and Landscape Manager or their designee should be made aware of any control measures to be used, showing evidence of written recommendations from the Contractor’s Pest Control Advisor. Rodent control is considered a part of this Contract. All rodent activity should be controlled as soon as possible. Rodents include gophers, ground squirrels, moles, and rats. Rodent control must be carried out in a manner so as to prevent any possible danger to non-targeted animals.

2. Specific Landscape Maintenance Requirements

A. Irrigation System Maintenance

1. The Contractor shall maintain all irrigation systems in a professional, operable condition always. This includes but is not limited to controllers, back-flow devices, moisture sensors, manual and remote-control valves, wiring, pipes, sprinkler heads, drip irrigation equipment, hose bibs, and quick couplers. The Contractor shall **not** be responsible for the water meter assembly except if Contractor's operations cause damage to these items.
 - a. Repair, replace or adjust all sprinkler heads to maintain proper and uniform water application. The Contractor will adhere to all State and local regulations accordingly.
 - b. Adjust water application to compensate for changes in weather. The Contractor will be responsible for damages occurring due to under watering or overwatering operations.
 - c. The Contractor shall turn off irrigation system controllers during periods of rain. Water runoff onto roadways or sidewalks is not permitted.
 - d. All sprinkler part replacements are to be made with original type material or better; the Parks and Landscape Manager or their designee shall approve all substitutes.
 - e. Repair or replacement of equipment damaged because of Contractor's negligence shall be replaced at the Contractor's expense.
 - f. Necessary irrigation repairs shall be made prior to the next irrigation cycle.
 - g. Irrigation programming charts will be updated each month.
 - h. Areas that require irrigation will have such accomplished no later than 7:30 a.m. and must follow all drought regulations imposed by water providers.
 - i. At no time should drip irrigation lines be visible, keep it covered with wood chip mulch where needed.
2. Irrigation systems shall be thoroughly inspected by operating all control valves and checking for proper coverage, leaks, valve actuation, proper timing, and other operational conditions. Such inspection shall be made at least once per month; however, the Contractor shall be responsible for the proper operation of the system always and shall provide for obvious repairs as they occur.

3. Repairs. All portions of existing facilities, including irrigation systems, which are damaged or altered in any way, as a result of the performance of work under these Specifications during the term of the Contract, shall be repaired and replaced in kind and in an approved manner. All work of this kind shall be performed by the Contractor at no cost to the City and shall be as indicated by the City's representative. Repairs to facilities shall be made immediately after damage or alternation occurs, unless otherwise instructed. *A comprehensive testing and check of all irrigation systems shall be made approximately thirty (30) days prior to the end of the Contract and any repairs deemed the responsibility of the Contractor shall be made by the Contractor prior to the end of the Contract.* If the Contractor does not make repairs to the satisfaction of the City, deductions shall be made from the Contract payment in the amount to cover the cost to eliminate the discrepancies, as determined by the Parks and Landscape Manager or their designee.

B. Ground Cover Maintenance

1. All ground cover areas shall be maintained in a trimmed and weed-free condition.
 - a. Weeds shall be removed upon appearance. Weed removal shall be done per Attachment A frequencies. A pre-emergent herbicide may be used where appropriate in shrub and ground cover beds to inhibit weed growth. Weeds not killed with herbicides shall be removed manually. The Contractor at his expense shall replace plants killed by weeds and chemicals, etc. Weeds shall be controlled and not allowed to reach an objectionable height, as determined by the Parks and Landscape Manager or their designee.
 - b. Ground cover areas shall be fertilized (per Attachment A) with commercial fertilizer appropriate to the plant type, at a rate of 1 lb. of Nitrogen per 1,000 square feet. Fertilizer shall be a complete fertilizer furnishing the required plant nutrients to keep ground cover, trees, shrubs, and other plants in a healthy and vigorous growing condition. Applications shall be made at recommended rates. If the application of iron, zinc or other trace minerals is required to correct a specific soil deficiency, it shall also be applied as needed at the Contractor's expense and a receipt for materials should be included with the schedule of applications on a monthly basis.
 - c. Trim and edge as necessary to restrict growth from encroaching on sidewalks, curbs, turf areas, shrubs, roadways, or other adjacent areas.
 - d. Irrigate as required to maintain adequate growth and reasonable appearance.

- e. All mulched or chipped areas should be neatly maintained and replenished when either the thickness of mulch is less than 1" or area becomes unattractive. With clean recycled local tree waste chips or similar product.
- f. Medians should have a 3" wood chip mulch cover for weed control and water management.
- g. Mulch must be applied and maintained no closer than 12 inches to the stem of any tree.
- h. Control pests, including insects and diseases, as necessary to maintain a healthy environment for plant growth. This includes rodents, snails, and slugs.
- i. All bare ground cover areas shall be kept cultivated and raked in excessive debris.

C. Shrub, Vine, Flower, and Tree Maintenance

- a. Shrubs shall be maintained in a safe and reasonably trimmed appearance by proper shaping and pruning to promote the plant's natural character.
- b. Trim shrubs to maintain the size and shape specified by the Parks and Landscape Manager or their designee.
- c. Pruning shall be accomplished to maintain a "natural" appearance, unless specified differently by staff.
- d. Remove all dead, diseased, or damaged branches back to a side branch. Do not leave branch stubs.
- e. Application of an iron chelate fertilizer or other micronutrients shall be made as needed throughout the year to maintain healthy, vigorous growth and foliage.
- f. Irrigate as required to maintain adequate growth and appearance.
- g. All bare shrub bed areas shall be raked monthly to remove litter and debris.
- h. Growth of woody plants shall be encouraged except where it interferes with circulation, maintenance activities, roadways, drainage facilities, fence lines or other structures. Dead branches of plants shall be removed regularly.

- i. Trim plant material regularly adjacent to curbs, sidewalks, and roadways to provide for proper, unobstructed circulation.
- j. Any paper, weeds, cans, or other litter found in ground cover/shrub beds shall be removed on sight.

2. Tree care:

- a. Stake and support trees as necessary. Staking shall be done with 6 to 8-foot-tall wooden stakes installed on 2-3 sides of the tree. Trees shall be secured to stakes using fiber or elastic tie that will not restrict trunk growth.
- b. All tree guides, ties, and stakes shall be checked regularly to maintain a neat appearance and to avoid girdling and tree damage of any kind.
- c. Contractor shall remove branches and other debris generated by inclement weather.
- d. Each site shall be inspected for dead or dying trees; broken, cracked, or hanging branches; or other hazards. Immediately notify the Parks and Landscape Manager or their designee if any of the above conditions exist.
- e. Except for emergency removal, no tree or shrub shall be removed without prior direction or approval of the City. Trees and shrubs badly damaged and in need of replacement shall be brought to the attention of the Parks and Landscape Manager or their designee.
- f. Maintain a 12-inch radius mulch-free zone, adjacent to the stem of all trees. **Under no circumstances should mulch contact the stem or cover the root flare at the base of the tree trunk.**

– End of Technical Maintenance Specifications –

Part III: LIST OF ATTACHMENTS

- Attachment A Landscape Maintenance Locations & Minimum Frequencies
- Attachment B Sample of Extraordinary Work Request Form
- Attachment C Sample of Irrigation Controller Schedule Form
- Attachment D IPM Program Service Providers Pesticide Use Summary
- Attachment E Pesticide Use Summary Report Form
- Attachment F Green Infrastructure Maintenance

Attachment A

Landscape Maintenance Locations & Minimum Frequencies

Zone	Street Name	Litter pick-up	Weeding	Pruning (<i>shrubs</i>)	Trimming (Ice Plant, Ivy, Ground Cover or Vines)	Irrigation Check	Fertilize	Pesticide application	SPECIAL NOTES
1	3rd and Crystal Springs (Eaton Park Way)	M	M	Q	Q			PtE, PE	
1	3rd and Parrott	M	M	Q	Q	M	1x	PtE	Pull palm seedlings/volunteers. NODE
1	Alhambra Circle		M	Q					
1	Aragon & ECR	W	M		Q			PtE, PE	
1	Arroyo Court	W	Q		Q				Keep leaves blown
1	Barneson & Quince	M	M	Q	Q		1x		
1	Baytree Way	M	M	Q	Q			PtE, PE	
1	Carmel Circle	M	M	Q	Q	M	2Y	PtE	Spray acanthus monthly. NODE
1	Chesterton Place	M	M	Q	Q			PtE, PE	
1	Crystal Springs ROW near Alameda de las Pulgas	Y	Q						Debris clean-up
1	De Sabla (small divider)	M	M Q					PtE	keep suckers down
1	East and West Capistrano circles	M	M	Q	Q			PtE, PE	
1	El Camino Real median islands from 2nd to 21st	W	M	Q		M		PtE, PE	Irr only from 2nd to 5th. IRRITROL
1	Fairfax/Franklin	M	M	Q	M			PtE, PE	
1	Fairfax/Irving (planting divider)	M	Q	Q	Q	M		PtE, PE	NODE
1	Hayward Islands	M	Q	Q	Q	M		PtE, PE	keep suckers down. NODE
1	Kentucky/Nevada (planting divider)	M	Q	Q	Q	M		PtE, PE	NODE
1	Mounds & Gramercy	Q	Q	Q				PtE	

1	6 locations on North San Mateo Dr locations between E Bellevue Ave and Peninsula Ave	M	M	Q	Q	Q	1X	PtE, PE	
1	Notre Dame Avenue (El Camino to Alameda)	M	M	Y	Q			PtE, PE	
1	Parrott and Alameda (concrete traffic divider)		Q					PtE	
1	Parrott and Tree Top (backside of St. John Cemetery)	M	M						
1	San Mateo Parks (65)	M	Q	Q	Q	Q		PtE, PE	If there are storms then palm fronds need to be picked up within 24 hours. No ivy climbing up trees
1	Railroad Avenue Btwn 9th and 17th (both east and west)	Q	Q					PtE,PE	
1	Virginia/Georgetown	M	M	Q	Q	M	1x	PtE, PE	NODE
1	Woodland ROW (End of school to Hillsborough border)	M	M	2Y	Q			PtE, PE	Poison Oak
2	3rd Ave and Lindberg (Park & Ride lot and large triangle)	2M	M					PtE, PE	
2	3rd Ave between Norfolk and North Hwy 101 on-ramp	2x M	M	Q		M	Q	PtE, PE	IRRITROL
2	3rd/101 Pedestrian Bridge over Freeway	W	M					PtE	Blow walkway
2	4th Ave and Fremont	M	M	Q	Q	Q	1x		
2	4th Ave and S. Humboldt ROW	M	Q					PtE, PE	
2	5th Ave and Delaware	M	M	Q	Q	Q	1x		
2	800 N Humboldt St	M	M	Q	Q		1x		
2	9th Ave and Delaware	M	M	Q	Q	Q	1x		
2	Armada Way Btwn Shoal and Bridgepoint Circle medians	W	M	Q	Q	Q	2Y	PtE, PE	Roses. IRRITROL
2	Baker Way between Fashion Island Blvd and Bridgepoint	W	M		1Y	Q		PtE, PE	Roses. IRRITROL
2	Bayshore Blvd at Dore Ave Interchange (including island)	2x M	M					PtE, PE	Chip this area
2	Bike Path from Dale Avenue to Detroit Drive	2M	M	Q	Q			PtE, PE	

2	Bike Path from Mariners to Anchor Rd	2M	M	2Y	2Y			PtE, PE	Spot spray only-avoid wildflowers
2	Bridgepoint Parkway Median and Median Islands on Chess Drive by Home Depot and Hilton. Medians on Fashion Island Blvd. West and East side of Mariners Island Blvd.	W	M	Q	Q	Q	2Y	PtE, PE	Remove volunteers, clean drip filters-Q. IRRITROL
2	College Ave & N Humboldt St	M	M	Q	Q		1x		
2	Concar @ 92 (concrete traffic divider)							PtE	IRRITROL
2	Concar @ Delaware		Q					PtE	
2	Concar Drive ROW (Caltrain station parking lot to Grant Street) North side only	W	M	2Y	Q	Q	2Y	PtE, PE	
2	E. Grant Place Walkway	M	M					PtE	
2	East side Delaware St. from 16 th Ave. canal to Concar Ave. and medians on Charles & Betty Street entrance medians to 19 th Ave. Park. Median on Concar East of Grant and the planting strip North Side on Concar Ave. from Grant St. to end by Hayward Park Train Station. This also includes the both sides of bio-swale (Sunnybrea to Charles)	W	M	Q	Q	M	2Y	PtE, PE	Mostly CALSENSE. IRRITROL (Betty only)
2	Edgewater Boulevard Median and Hardscape from Fashion Island Boulevard to San Mateo City Limit Median on South-East Side of HWY 92 Overpasses.	W	M	Q	Q	M	2Y	PtE, PE	NODE
2	Gateway area (city entrance sign, corner of 3rd and S Humboldt, 2nd Ave fence)	W	M	Q	Q	M	2Y	PtE, PE	IRRITROL
2	Hawthorne and Birch (large planted divider)	M	Q	Q	Q			PtE, PE	shrubs & ice plant
2	Peninsula Avenue underpass on Amphlette and planting in both sides of area, along with triangle planting area on corner	2x M	M	2x YR	Q	M	Q	PtE, PE	RAINBIRD
2	J. Hart Clinton/3rd Avenue - Norfolk to Mariners Island Blvd median. Sound wall on west side. Shrubs and grasses from Detroit Ave on east and west side to serpentine walls. Bike path from Detroit to City limits. Anchor Road Parking lot	W	M	Q	Q			PtE, PE	2x YR-Trim grasses. Spray weeds along soundwall. Spot spray only in anchor road-avoid wildflowers

	and ROW. West side from Anchor to Tideland Condos.								
2	Meadow View Place	W	W	Q	Q	M	Q	PtE	Blow weekly. IRRITROL
2	Median on Mariners Island Blvd from E. Third Avenue to Fashion Island Blvd	W	M	2x YR	Q	M	Q	PtE	Trim Palms 2x YR. Pick up palm fronds on median and street. IRRITROL and NODES
2	North Amphlett from N Humboldt to 2nd Ave	2x M	M			M		PtE	Sound wall area. Check irrigation
2	N. Bayshore Blvd. (2nd Ave to Peninsula) and Peninsula Ave Interchange to Airport Blvd and island at end (Burlingame border	2x M	M			M		PtE	Sound wall area
2	N Delaware St & Monte Diablo Ave	M	M	Q	Q		1x		
2	N Humboldt St & Cypress Ave	M	M	Q	Q		1x		
2	N Humboldt St & Monte Diablo Ave	M	M	Q	Q		1x		
2	N Humboldt St & College	M	M	Q	Q		1x		
2	Palm islands from 3rd to Cary Avenue (on Norfolk)	2x M	M			M	2X YR	PtE	IRRITROL
2	S Bayshore (Beacon to Newbridge).	2x M	M		Yrly	M		PtE	Sound wall area. NODE
2	S. Amphlett @ 5th Avenue	M	Q					PtE, PE	Keep clean
2	S. Idaho (1) & N. Idaho (1) (concrete dividers)		Q					PtE, PE	
2	San Mateo Creek Wall planter. Weed control from Hwy.101 to J. Hart Clinton Drive.	M	M	Q				PtE, PE	Weed control where landscaped
2	Shoal Drive (turn circle)	Q	Q		Q			PtE, PE	
2	South Amphlett Blvd Btwn Concar Dr and Haddon Dr (across from Marriott)	W	M					PtE, PE	
2	South Grant Street Btwn 10th Av and Birch Av	2x M	M	6x YR				PtE, PE	
2	Trader Between Bridgepoint and Mariners	2x M	M	Q		M	Q	PtE, PE	Roses. NODE

3	42 Avenue & ECR (old Skatepark and city parking area next to CVS)	2M	Q	Q	Q	M		PtE, PE	NODE
3	42nd Avenue (El Camino to western end)	2M	Q	Q	2Y	M		PtE, PE	Y-Oak Leaves. Only irrigation is at western most island (NODE)
3	Alameda De Las Pulgas Btwn Hobart Avenue and Belmont Border	W	M	Q	Q	M		PtE, PE	2x YR-clean curb. Irrigation only from Hobart to 92 (IRRITROL)
3	Ashwood ROW	2M	Q	Q	Q			PtE, PE	
3	Bettina Avenue	2M	Q	Q	2Y			PtE, PE	Acacia redolens
3	Borel Ave (ROW)		Q		2Y			PtE, PE	
3	Camden Avenue	M	Q	Y				PtE, PE	Oleander
3	Dalehurst Court	M	Q	Y				PtE, PE	
3	DeAnza @ Highway 92	M						PtE, PE	
3	DeAnza Blvd (sidewalks, center medians, 4 traffic triangles)	M	Q					PtE, PE	
3	Del Monte Court	M	Q	Q				PtE	
3	Del Monte Place	M	Q	Q				PtE	
3	E/W Hillsdale Blvd (underpass ECR only)	M	M					PtE	Keep weeds off middle and side walls
3	El Camino median from 17th Ave. to 20th Ave, from 27th to 37th and 41st Ave	W	M	Q		M	Q	PtE, PE	Irrigation only from 27th to 31st (CALSENSE)
3	Ensenada Median and ROW	2x M	2x M		Q			PtE, PE	
3	Fernwood	M	Q					PtE	
3	Greenfield Avenue	2M	Q					PtE	Q-Oak Leaves
3	Hacienda & 31st Ave	M	M						
3	Hacienda & 36th Ave (2 bio-swales)	M	M						Clean out leaves so drain not blocked
3	Hacienda & 41st Ave	Q	Q					PtE, PE	
3	Hacienda & Winway	M	M						
3	Hillsdale Park area Circles (Alder, Arbor (2), Arrowood, Briar (2),	M	M	Q	Q			PtE, PE	

	Chestnut, Heather, Hickory, and Louise)								
3	Hillsdale Place	M	M	Q	Q			PtE, PE	
3	Hillside Court	M	M					PtE, PE	
3	Isabelle and Portola (concrete traffic divider)	Q	Q					PtE	
3	Juniper St & 28th Ave	M	M	Q	Q		1x		
3	Laurel Creek Drive (2)	Q	Q					PtE, PE	Keep vehicle site line clear
3	Mason Ln & 28th Ave	M	M	Q	Q		1x		
3	Melissa Court	M	Q	Q	Q			PtE, PE	
3	Monterey Street (entrance to Laurelwood)	M	Q	Q	Q			PtE, PE	
3	Murphy	M	M	Q	Q			PtE, PE	
3	Spuraway Drive	Q	Q	Q	Q			PtE, PE	
3	Viewridge	Q	Q	Q	Q			PtE, PE	
3	W Hillsdale/HWY 92 (sidewalks, 3 traffic triangles)	Q	Q					PtE	
3	W. Hillsdale from Hwy 92 to CSM	2x M	M	Q	Q	M	Q	PtE, PE	2x YR-clean curb. IRRITROL
3	Wooster Avenue median	2M	2M	Q	Q	M		PtE, PE	NODE
3	Yew St ROW	M	Q	Q	Q			PtE, PE	
4	19th Avenue between Ginnever and S. Norfolk St	M	M					PtE, PE	
4	Sidewalk beds both side of 28 th Avenue between Camino Real and Pacific Blvd	M	M	Q	Q	Q		PtE, PE	
4	28th Ave Green Infrastructure	M	M	Q	Q	Q	2Y	PtE, PE	
4	Bay Meadows Area medians and planters from Fairgrounds fence to sound wall on Saratoga Ave. Including Annapolis, Trinity, Bermuda and McClellan Cull-De-Sacs from Delaware St. to Hillsdale Blvd.	W	W	Q	Q	M	2Y	PtE, PE	north of canal spray weeds. Check Netafim filters and clean as needed.

4	Bike Path from Hillsdale Blvd to Lakeshore Park	2x M	M		Q			PE	
4	Delaware @ 19th (3) (concrete dividers)	Q	Q					PtE, PE	
4	El Camino Real/ 42 nd Ave. and Pacific Blvd. cloverleaf plantings and ROW by RR Tracks on South West Side of Pacific Blvd. to City Limit landscape area.	2x M	M	Q	Q	M	2xY	PtE, PE	IRRITROL and NODE
4	Franklin Parkway medians and side plantings, Hillsdale Blvd. Medians and side plantings and islands and Mini Park from West Side of Saratoga to East Side to HWY 101 entrance.	M	M	Q	Q	M	2xY	PtE, PE	CALSENSE
4	Ginnever medians (Between Bermuda and 19th Ave)	M	M					PtE	
4	La Selva from Los Prados St to La Selva Cir	W	M					PtE	Sound wall area
4	Laurie Meadows Green Infrastructure	M	M	Q	Q		2Y	PE	
4	Laurie Meadows Dr Btwn Wood Bridge and West of Suzie St	W	M					PtE	Blow weekly
4	Pacific Blvd ROW (North of 42nd to CalTrain Station @Hillsdale)	2x M	M					PtE, PE	Chip and Weed
4	Pacific Blvd. and Hillsdale Blvd. cloverleaf and associated planters and shrub beds by Poinsettia and McClellan area's	2x M	M	Q	Q			PtE, PE	
4	Pebblewood and Vailwood	2x M	M		Q			PtE, PE	
4	Poinsettia and Branson circle	M	M		Q				
4	S. Norfolk and La Selva (2 traffic triangles)	M	M					PtE, PE	
4	San Mateo Village median and turnabout on Saratoga Ave. South of Hillsdale Blvd. and two Traffic Circles on San Miguel Way.	M	M						
4	South Norfolk from Hillsdale Blvd to El Parque Court	W	M		Q			PtE, PE	
4	Two roundabouts on 40th Ave (in San Mateo Village)	M	M						
4	E. Hillsdale over HWY 101 (triangle at Franklin PKWY to S Norfolk)	M	M					PtE, PE	Keep median sprayed

4	Bay Meadows, Landing Green - Section 1	2W	M	4Y	M	M	2Y	PtE, PE	Mulch as needed (keep 3")
4	Bay Meadows, Landing Green - Section 2	2W	M	4Y	M	M	2Y	PtE, PE	
4	Bay Meadows, Landing Green - Section 3	2W	M	4Y	M	M	2Y	PtE, PE	
Zone	Special service	Mowing		Edging		Maintain Hardscape			
4	Bay Meadows, Landing Green - Section 1	W		2M		2W			
4	Bay Meadows, Landing Green - Section 2	W		2M		2W			
4	Bay Meadows, Landing Green - Section 3	W		2M		2W			

Highlight Zone numbers indicate Green Infrastructure (GI) maintenance required.

Attachment B

Sample of Extraordinary Work Request Form

To: Parks and Landscape Resources From:
City of San Mateo
2001 Pacific Avenue
San Mateo, CA 94403
(650) 522-7420 phone

Median, Island and Row's Landscape Maintenance Extraordinary Work Request Date:		
Location	Description	Estimated Costs

TOTAL = _____

Submitted by: _____
Date

Approved by: _____
Date

Attachment C

Sample of Irrigation Controller Schedule Form

Schedule for
City of San Mateo, Parks & Recreation Department
Irrigation Controllers

Location: El Camino Real #1
Type: Solatrol
Days: M-W-F
Start time: 2:00 am

<u>Sta.</u>	<u>Min.</u>	<u>Change</u>	<u>Sta.</u>	<u>Min.</u>	<u>Change</u>	<u>Sta.</u>	<u>Min.</u>	<u>Change</u>
1	30		7	8		13	8	
2	5		8	8		14	8	
3	20		9	8		15	8	
4	20		10	8		16	8	
5	8		11	8		17	8	
6	8		12	8		18	8	

Location: Edgewater
Type: Irritrol
Days: M-W-F
Start time: 1:00 am

<u>Sta.</u>	<u>Min.</u>	<u>Change</u>	<u>Sta.</u>	<u>Min.</u>	<u>Change</u>	<u>Sta.</u>	<u>Min.</u>	<u>Change</u>
1	12		9	10		17	10	
2	10		10	12		18	4	
3	2		11	2		19	4	
4	12		12	10		20	4	
5	12		13	0		21	12	
6	12		14	12		22	0	
7	12		15	10		23	0	
8	12		16	8		24	0	

Attachment D

IPM Program Service Providers & Pesticide Use Summary

The Contractor shall submit to the Parks and Landscape Manager or their designee of Landscape Resources, within five (5) days after award of contract, a prepared schedule of operations, which they shall follow upon approval. The proposed schedule may be revised, subject to the approval of the Parks and Landscape Manager or their designee of Landscape Resources, to facilitate the Contractor's operations if circumstances require and justify such change.

City has an Integrated Pest Management (IPM) Policy. The City's IPM policy strives to promote IPM strategies to improve water quality in local creeks and the Bay, and independent of the policy, minimize health hazards to people from pesticide exposure.

Service provider shall conform to City's IPM Policy in the following manner:

1. Furnish all supervision, labor, materials, and equipment necessary to evaluate, monitor, and provide pest management services for City of San Mateo rights-of-way, turf, landscaping, and other terrestrial vegetation resources.
2. Whenever feasible, utilize pest management techniques that employ least toxic chemicals and non-pesticide alternatives.
3. Using IPM strategies, control vegetation pests that include (*describe specific pests targeted by Contractor*).
4. Control pests while minimizing human exposure, secondary poisoning to non-target animals and pesticide-related water pollution by adhering to all label conditions.
5. The following products may not be used for pest control:
 - a. copper containing products
 - b. organophosphate products (e.g., diazinon, chlopyrifos, malathion, parathion)
 - c. glyphosate
 - d. carbamate products (e.g., carbaryl)
 - e. pyrethroid products (e.g., allethrin, bifenthrin, beta-cyfluthrin, bioallethrin, cyfluthrin, cypermethrin, cyphenothrin, deltamethrin, esfenvalerate, etofenprox, fenpropathrin, gamma-cyhalothrin, imiprothrin, lambda-cyhalothrin, metofluthrin, permethrin, phenothrin, prallethrin, resmethrin, sumithrin (d-phenothrin), tau-fluvalinate, tefluthrin, tetramethrin, tralomethrin, cis-permethrin, and zeta-cypermethrin)
 - f. fipronil
 - g. clopyralid products
 - h. diamides (chlorantraniliprole and cyantraniliprole)
 - i. diuron
 - j. indoxacarb
 - k. neonicotinoids (e.g., imidacloprid, acetamiprid, and dinotefuran)

6. Emergency applications of restricted chemical pesticides can be authorized by the project manager by submitting a written recommendation from a Pest Control Advisor (PCA) for use of the particular chemical and should describe why less toxic alternatives are not practical.
7. Pest management and pesticide use tracking and reporting. The following records will be kept, and procedures followed while servicing these sites:
 - a. *Inspection Report.* Provide inspection and recommendation report to Project Manager or their designee after each site visit.
 - b. *Pesticide Use Report.* Provide monthly pesticide reporting information using the standard California Department of Pesticide Regulation form PR-ENF-060 or equivalent. Submit the pesticide use information to the City Project Manager with the monthly billing invoice. Any recommendations for restricted chemical use must also be included with the monthly report.
 - c. *Qualifications of application.* All applicators must be properly trained
8. Service provider will be in compliance with all federal, state, and local pest control operator requirements and regulations and maintain current licenses including a CADPR QAL with right of way pest control category C on staff at the local branch of the company.
9. The city strongly encourages IPM-certification. The following firms offer instruction and certification determined by the Regional Water Quality Control Board to satisfy standards of training for IPM:
 - a. Bay-Friendly Landscaping and Gardening Coalition. <http://bayfriendlycoalition.org/>
 - b. This is not intended as an endorsement of any particular firm. Other firms may offer comparable training. The service providers should submit a copy of their IPM certification.
10. Ongoing IPM Training: The City encourages service providers to attend annual IPM trainings. Service providers should submit documentation demonstrating their attendance at IPM trainings.

Attachment E

Pesticide Use Summary Report

City of San Mateo IPM Program

Pesticide Use Summary Report

Service Provider Name:	Reporting Period:
Contact:	Phone:
Mailing Address:	

Provide monthly pesticide reporting information using the standard California Department of Pesticide Regulation form PR-ENF-060 or the form below. Submit the pesticide use information to the City Project Manager with the monthly billing invoice.

Note: City requires alternatives to the use of the following pesticides: copper containing products; organophosphates (OP); carbamate products; synthetic pyrethroids; fipronil, glyphosate and clopyralid. Emergency applications of restricted chemical pesticides can be authorized by the project manager by submitting a written recommendation from a Pest Control Advisor (PCA) for use of the particular chemical and should describe why less toxic alternatives are not practical.

Date	Manufacturer/Name of Product Applied (if applicable)	EPA/CA Registration Number Include Alpha Code	Total Product Used	Location of work	Units treated (acres/trees, etc.)

Attachment F

Green Infrastructure Maintenance Bioretention Area Maintenance Plan (Locations with Zone Number highlighted in attachment A)

I. Routine Maintenance Activities

The principal maintenance objective is to prevent sediment buildup and clogging, which reduces pollutant removal efficiency and may lead to bioretention area failure. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

Table 1 Routine Maintenance Activities for Bioretention Areas		
No.	Maintenance Task	Frequency of Task
1	Remove obstructions, accumulated sediment, debris and trash from bioretention area and dispose of properly.	Monthly, or as needed after storm events
2	Inspect bioretention area to ensure that it drains between storms and within five days after rainfall. If ponded water does not drain within five days, check if drains are clogged or consider removing the surface biotreatment soil media and replacing with the approved soil media, plants and mulch. ¹	Monthly, or as needed after storm events
3	Inspect inlets for channels, soil exposure or other evidence of erosion. Clear obstructions and remove sediment.	Monthly, or as needed after storm events
4	Evaluate health of trees, shrubs and small plants. Remove and replace all dead and diseased vegetation. ³	Twice a year
5	Maintain vegetation and the irrigation system. Prune and weed to keep bioretention area neat and orderly in appearance.	Before wet season begins, or as needed
6	Inspect and, if needed, add mulch before the wet season begins. It is recommended that composted arbor mulch be applied once a year to maintain a 3" depth of mulch over all bare soil areas except within six inches of tree trunks. ³	Before wet season begins, or as needed
7	Inspect bioretention area using the attached inspection checklist.	Monthly, or after large storm events, and after removal of accumulated debris or material

II. Prohibitions

Do not use pesticides or other chemical applications to treat diseased plants, control weeds or remove unwanted growth. Employ non-chemical controls (biological, physical and cultural controls) to treat a pest problem. Prune plants properly and at the appropriate time of year. Provide adequate irrigation for landscape plants. Do not overwater.

III. Mosquito Abatement

Standing water should not remain in the treatment measures for more than five days.

IV. Inspections

The attached Bioretention Area Inspection and Maintenance Checklist should be used to conduct inspections monthly (or as needed), identify needed maintenance, and record maintenance that is conducted. This record will be included in the monthly invoice package.

Bioretention Area Inspection and Maintenance Checklist

Property Address: _____

Treatment Measure No.: _____ Date of Inspection: _____ Type of Inspection: ☐ Monthly
☐ Pre-Wet Season
☐ After heavy runoff
☐ End of Wet Season
Inspector(s): _____ ☐ Other: _____

Defect	Conditions When Maintenance Is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)	Results Expected When Maintenance Is Performed
1. Standing Water	When water stands in the bioretention area between storms and does not drain within five days after rainfall.			There should be no areas of standing water once inflow has ceased. Any of the following may apply: sediment or trash blockages removed, improved grade from head to foot of bioretention area, or added underdrains.
2. Trash and Debris Accumulation	Trash and debris accumulated in the bioretention area.			Trash and debris removed from bioretention area and disposed of properly.
3. Sediment	Evidence of sedimentation in bioretention area.			Material removed so that there is no clogging or blockage. Material is disposed of properly.
4. Erosion	Channels have formed around inlets, there are areas of bare soil, and/or other evidence of erosion.			Obstructions and sediment removed so that water flows freely and disperses over a wide area. Obstructions and sediment are disposed of properly.
5. Vegetation	Vegetation is dead, diseased and/or overgrown.			Vegetation is healthy and attractive in appearance.
6. Mulch	Mulch is missing or patchy in appearance. Areas of bare earth are exposed, or mulch layer is less than 3 inches in depth.			All bare earth is covered, except mulch is kept 6 inches away from trunks of trees and shrubs. Mulch is even in appearance, at a depth of 3 inches.
7. Miscellaneous	Any condition not covered above that needs attention in order for the bioretention area to function as designed.			Meet the design specifications.

EXHIBIT B

PAYMENT RATES

The initial term of this Agreement shall be thirty-six months, with an option to extend for up to two additional 12-month periods. The Agreement shall commence on December 1, 2023. For the first 12 months of the contract, a sum of \$274,556 divided into 12 equal monthly payments shall be the monthly payment. To calculate monthly payments thereafter, each subsequent 12-month period will be the previous 12-month period amount adjusted by CPI divided by 12 equal monthly payments. Each month will be billed with all supporting documentation required by the contract.

Contract Price Adjustment based on CPI

The contract price shall be fixed for an initial twelve-month period, from December 1, 2023 to December 1, 2024. Thereafter, the contract price shall be adjusted, based on any differences in the Consumer Price Index of all urban consumers for the San Francisco-Oakland-San Jose area, as published by the United States Department of Labor index. Beginning on March 1, 2024, the parties shall meet and confer regarding the projected cost of the Agreement for the next year. The parties shall mutually decide any changes in price by May 1st annually. All changes in contract price shall be deemed effective December 1st annually. No adjustment shall exceed 5% per year.

Table of Maximum Escalation

	Year 1	Year 2	Year 3
Amount Payable inc. maximum escalation	\$274,556.00	\$288,283.80	\$302,650.70
			\$865,490.50

EXHIBIT C

INSURANCE REQUIREMENTS

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **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 **\$1,000,000** per accident for bodily injury and property damage.
3. **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.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its elected and appointed officials, employees, and agents are to be covered as insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and 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 both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

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 effect 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.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

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. All certificates and endorsements 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.