CALL FOR BIDS
for
CUL-DE-SACS, WALKWAYS, ISLAND BRIDGES, AND EASEMENT MAINTENANCE
for the
CITY OF FOSTER CITY PARKS DEPARTMENT

The City of Foster City has issued a Call for Bids to provide maintenance for the city’s Cul-de-Sacs, Walkways, Island Bridges, and Easements.

In light of the State of Emergency related to Novel Coronavirus (COVID-19), electronic submittal of Bids is required. The City will allow electronic submittal of Bids until 2:00 pm on Wednesday, November 4, 2020. Hard copies must follow and must be post marked on or before November 4, 2020. Bids that are not submitted timely in both electronic and hard copy forms will not be considered.

Questions may be submitted by 2:00 P.M. on October 28. Written responses will be made available to all firms that have been invited to submit bids. Questions may be submitted electronically to Frank Fanara ffanara@fostercity.org.

SPECIFICATIONS FOR SCOPE OF WORK

Services For:

LANDSCAPE AND “HARDSCAPE” MAINTENANCE FOR Cul-de-Sacs, Walkways, Island Bridges, and Easements:

<table>
<thead>
<tr>
<th>Cul-De-Sacs:</th>
<th>Mullet Court</th>
<th>Bluefish Court</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunfish Court</td>
<td>Shad Court</td>
<td>Sandpiper Court</td>
</tr>
<tr>
<td>Puffin Court</td>
<td>Kildeer Court</td>
<td>Turnstone Court</td>
</tr>
<tr>
<td>Avocet Court</td>
<td>Loon Court</td>
<td>Curlew Court</td>
</tr>
<tr>
<td>Puffin Court</td>
<td>Pelican Court</td>
<td>Duck Court</td>
</tr>
<tr>
<td>Tresail Court</td>
<td>Foresail Court</td>
<td>Mainsail Court</td>
</tr>
<tr>
<td>Topsail Court</td>
<td>Staysail Court</td>
<td>Spinnaker Court</td>
</tr>
<tr>
<td>Trimaran Court</td>
<td>Sloop Court</td>
<td>Yawl Court</td>
</tr>
<tr>
<td>Ketch Court</td>
<td>Challenge Court</td>
<td>Eliza Court</td>
</tr>
<tr>
<td>Island Bridges:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------</td>
<td>-------</td>
<td></td>
</tr>
<tr>
<td>Surfbird Isle</td>
<td>Shearwater Isle</td>
<td></td>
</tr>
<tr>
<td>Sailfish Isle</td>
<td>Shooting Star Isle</td>
<td></td>
</tr>
<tr>
<td>Flying Cloud Isle</td>
<td>Dolphin Isle</td>
<td></td>
</tr>
<tr>
<td>Flying Mist Isle</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Walkways:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pilgrim Walkway</td>
<td>Constitution Walkway</td>
</tr>
<tr>
<td>Ketch Park Walkways</td>
<td></td>
</tr>
</tbody>
</table>

| Easements at Corporation Yard East 3rd Ave |       |
CITY OF FOSTER CITY, CALIFORNIA

CONTENTS

The following documents are elements of the Cul-de-Sacs, Walkways, Island Bridges, and Easements Program:

Pages

Sealed Bids.......................................................................................................................... 4
Instructions to Bidders ................................................................................................. 5-6
Bid Form .............................................................................................................................7-8
Schedule of Bid Items.................................................................................................. 9
Contract Labor Summary ............................................................................................ 10
Bidder’s Statement......................................................................................................11-14
Certificate of Nondiscrimination ............................................................................... 15
Statement of Qualifications ...................................................................................... 16-17
Part I: General Provisions ......................................................................................... 18
Part II: Special Provisions ............................................................................................ 19-20
Landscape Maintenance Specifications................................................................. 21-26
Technical Maintenance Specifications ................................................................. 27-31
Part III: List of Attachments ..................................................................................... 32-42
Part IV: Sample City Contract...........(Attached)..................................................... 43-56

Submit to:
City of Foster City
Corporation Yard
100 Lincoln Centre Drive
Foster City, CA  94404
(650) 286-3549
NOTICE INVITING SEALED BIDS

1. Sealed bids will be received by the City of Foster City (the “City”), for Landscape Maintenance services and other work as described in the Specifications/Scope of Work Documents.

2. Specification documents and bid forms are available at the City of Foster City Corporation Yard Building, 100 Lincoln Centre Drive, Foster City, California. Any questions regarding bid or contract documents must be submitted by October 28, 2020, to Frank Fanara, Parks Manager, at (650) 286-3553, or in writing at the above address. All received questions shall be answered in a single addendum to this Call for Bids, which shall be sent to all firms that have been invited to submit bids prior to the date that bids are to be submitted.

3. Evidence of insurability shall also be included with the bid. The successful Bidder shall be required to provide proof of insurance coverage that meets or exceeds the requirements specified in the attached draft Vendor Agreement.

4. Qualified Bidders must have at least three (3) years of professional landscape maintenance services to municipalities. Bidders shall supply four (4) references with bid of prior clients within the last three (3) years and including at least one (1) current client.

5. The contract term for this work shall be for a one year beginning January 1, 2021 and ending December 31, 2021, or as extended at the City’s sole discretion as detailed below. The contract may be renewed by the City in one-year (12 month) increments as follows:
   1) Extension One: January 1, 2022 through December 31, 2022
   2) Extension Two: January 1, 2023 through December 31, 2023
   3) Extension Three: January 1, 2024 through December 31, 2024.

   The compensation paid to the contractor shall increase by no more than 2% per year and shall be applied at the commencement of each extension exercised by the City. City shall notify the contractor its intention to extend the contract at least 60 calendar days prior to the expiration of the current term.

6. The City reserves the right to reject any or all bids, to waive any informality in bids, and to accept or reject any items of the bid.

7. Sealed bids shall be delivered to the City of Foster City – c/o Park Maintenance Office, 100 Lincoln Centre Drive, Foster City California 94404, on or before 2:00 p.m., Wednesday, November 4, 2020.

Dated: September 30, 2020
INSTRUCTIONS TO BIDDERS

BID REQUIREMENTS AND CONDITIONS

Project Scope: Provide landscape and "hardscape" maintenance of street Cul-de-Sac islands and easement areas on the following sites:

- 44 Cul-de-Sacs
- 7 Island Bridges
- 6 Walkways
- 1 Corporation Yard Exterior (E. Third Ave)

and all other areas as outlined in List of Locations and Map of Locations, Attachments A and B to this Call for Bids.

Bidder Qualifications: All Bidders and potential subcontractors shall be properly licensed by the State of California to perform the specific work designated. Bidder shall provide information on prior experience, past projects, capability, craftsmanship and other pertinent information to work on the project. City reserves the right to reject any or all bidders that, in the City's opinion, lack the experience and qualification to adequately perform the work.

Bidding Documents and Execution: Refer to "Contents" page for a list of all documents required for accurate and comprehensive bidding. It shall be the Bidder's responsibility to obtain these documents; see "Notice Inviting Sealed Bids." All blanks on required submittals shall be fully completed or marked "None" where applicable. One (1) copy of each document must be submitted electronically and in a sealed bid envelope.

Post Bid Requirements: It is expected that the successful bidder shall execute a Vendor Agreement in the form of the draft attached with this Call for Bids. After the City awards the Agreement to the lowest responsible bidder, the successful bidder shall provide all required insurance documentation and execute the Agreement.

Contents of Bid Forms: Prospective Bidders shall utilize and fully complete the attached bid form.

Examination of Specifications, Special Conditions and Site Work: The Bidder shall examine carefully the scope of work, requirements, and site(s) of the work. By submitting a bid, the Bidder represents that it has investigated and understands the conditions to be encountered as to the character, quality and quantities of work to be performed and materials to be furnished, and the requirements of these specifications.

The successful Bidder (The “Contractor”) shall accept the site as is and proceed with the work under the contract.
Withdrawal of Bids: A bid may be withdrawn by the Bidder prior to, but not after, the time fixed for the opening of bids, provided that a written request, executed by the Bidder or his duly authorized representative, is submitted to Frank Fanara at ffanara@fostercity.org.

Rejection of Bids and Disqualification of Bidders: Bids may be rejected if they show any alterations of the form, additions not called for, conditional bids, incomplete bids, erasure, or irregularities of any kind. Any statement of qualification in the bid form, or attached thereto or included therewith, serving to qualify bid, or containing conflicting statements, or otherwise rendering bid ambiguous or uncertain, will disqualify the bid. The City will not consider more than one bid from an individual, firm, partnership, corporation, or association under the same or different names. If the City has reasonable grounds for believing that any Bidder is interested in more than one bid for the work contemplated the City shall reject all bids in which the Bidder is interested. The City reserves the right to reject any and all bids.

Competency of Bidder: Each Bidder will be required to furnish satisfactory evidence that it has sufficient means, plants, equipment, and experience to undertake and successfully complete the work herein contemplated.
BID FORM

CUL-DE-SACS, WALKWAYS, ISLAND BRIDGES, AND EASEMENT MAINTENANCE

Areas to be maintained:

- 44 Cul-de-Sacs
- 7 Island Bridges
- 6 Walkways
- Corporation Yard Exterior (E. Third Ave)
- and all other areas as outlined in Attachments A and B included in the City’s Call for Bids.

CITY OF FOSTER CITY

FOR THE TOTAL YEARLY SUM OF $______________ (use figures only) as computed from lump sum prices shown on the attached schedule of bid items, the undersigned hereby proposes and agrees that if this bid is accepted he/she will contract with the City of Foster City, California, to furnish all labor, materials, tools, equipment, transportation, and all incidental work and services required to complete all items of maintenance work as indicated in the Specification Documents. The undersigned agrees that, if this bid is accepted, the bidder shall contract with the City by executing the “Vendor Agreement for Cul-de-sacs, Walkways, Island Bridges, and Easement Maintenance 2021” attached with the City’s Request for bids and perform all work described in the City’s Call for Bids.

All work shall conform to the Scope of Work shown and shall be done in accordance with the Specification Documents and all addenda thereto.

EXAMINATION OF THE SITES: The Bidder shall examine the sites of the work contemplated and the bid and contract forms carefully. The submission of a bid shall be conclusive evidence that the Bidder has investigated, understands, and is satisfied as to the conditions to be encountered, as to the character, quality and scope of work to be performed, the quantity of materials to be furnished, and the requirements of the bid, plans, specifications, and the required Vendor Agreement. If the Bidder determines that any portion of the site or scope of work present any interpretation problems of any kind, the Bidder shall note such a determination upon this bid form. Failure to note any such determination shall be conclusive evidence of acceptance by the Bidder of the sufficiency of the plans and specifications.

This bid form and its attachments, including: SCHEDULE OF BID ITEMS, CONTRACT LABOR SUMMARY, BIDDER'S STATEMENT, CERTIFICATE OF NONDISCRIMINATION, and STATEMENT OF QUALIFICATIONS, is submitted in conformance with the requirements of the Specification Documents and all addenda thereto as prepared by the City of Foster City.

________________________________________
Contractor’s Name Printed

________________________________________
Contractor’s Signature
SCHEDULE OF BID ITEMS
(To be submitted with Bid Form)

Perform all work as described in Specification Documents and as indicated in Scope of Work.

1 year TOTAL COMPENSATION FOR ALL WORK: $ ______________

If the term of the Agreement is extended, total compensation for all work will increase 2% at the commencement of each one-year extension.

CONTRACT LABOR SUMMARY
(To be submitted with Bid Form)

Pursuant to the specifications, the following Labor Summary must be completed for the Contract Areas, showing the number of full time positions provided by the Contractor to perform services for the areas. Additionally, the City will evaluate the bids to ensure that a satisfactory number of positions have been provided for by the Contractor to achieve a high level of landscape maintenance throughout the City. This Labor Summary and the selection criteria for award of contract will be considered by the City to select the Contractor.

Designate the number of full time employees that have been included in the bid for all contract areas. Designate the number of personnel employed on the job for 40 hours per week or the number of hours proposed per week for each category below:

Contractor’s proposed “Staffing” number of personnel hours per week:

1. Supervisor _____________
2. Irrigation Specialist _____________
3. Landscape Laborers or Grounds Persons _____________
4. Pesticide Applicator(s) (Periodic Services) _____________

Total full-time positions proposed: _____________ For the period January - June
Total full-time positions proposed: _____________ For the period July – December
BIDDER'S STATEMENT

SHEET 1 OF 3
(To be submitted with Bid Form)

CUL-DE-SACS, WALKWAYS, ISLAND BRIDGES, AND EASEMENT MAINTENANCE
The undersigned has carefully read and understands all documents included in and all addenda to the City's Call for Bids and understands that any variation or deviation from the requirements established by there documents shall be sufficient grounds for rejection of all or any part of the work performed. Such rejected work shall be replaced entirely at the Contractor's expense, and failure to do so within a reasonable amount of time shall be sufficient reason for the withholding of payment for any part or all of the work.

The undersigned further certifies that bidder is licensed by the State of California as a Contractor, that the license is now in force, and that the number and class is Landscape Contractor Class (C-27), and the expiration date is ____________. Further the undersigned certifies that upon request she/he will provide evidence of the license.

Pursuant to Business and Professions Code Section 7028.15, I, _________________, declare under penalty of perjury that the foregoing and the statements contained in the bid for the above titled project are true and correct and that this declaration is made on this _____________day of ____________, 2020, at ____________, California.

It is understood that the quantities set forth herein are approximate only and are to be used only for the comparison of bids and the guidance of the Bidder.

If awarded the contract, the undersigned hereby agrees to execute an agreement, a draft of which is attached as Attachment F, together with the necessary certificate(s) of insurance, related endorsements for general and automobile liability insurance, and proof of a Foster City Business License (“Business License”) within ten (10) calendar days after the date of the award and to commence work on the start date (January 1, 2021), and to complete the work as required under the agreement and Scope of Work in the City’s Call for Bids.
CUL-DE-SACS, WALKWAYS, ISLAND BRIDGES, AND EASEMENT MAINTENANCE

The undersigned has checked carefully all of the above figures and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in creating this bid.

The undersigned hereby certifies that this bid is genuine, and not sham or collusive, or made in the interest or on behalf of any person not named herein, and that the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bid, and that the undersigned has not in any manner sought by collusion to secure an advantage of any kind whatever.

The undersigned agrees that this bid may not be withdrawn for a period of thirty (30) days after the date set for the opening thereof.

NOTE: IF THE BID IS MADE BY AN INDIVIDUAL, HER/HER NAME AND POST OFFICE ADDRESS MUST BE LISTED. IF THE BID IS MADE BY A PARTNERSHIP, THE NAME AND ADDRESS OF EACH MEMBER OF THE FIRM OR PARTNERSHIP MUST BE LISTED (if more than two members of a firm or partnership, please attach an additional page); OR IF MADE BY A CORPORATION, THE BID SHALL LIST THE NAME OF THE STATE UNDER THE LAWS OF WHICH THE CORPORATION WAS CHARTERED AND THE NAMES, TITLES AND BUSINESS ADDRESSES OF THE PRESIDENT, SECRETARY AND TREASURER OF SAID CORPORATION.
BIDDER'S STATEMENT
SHEET 3 OF 3
(To be submitted with Bid Form)

CUL-DE-SACS, WALKWAYS, ISLAND BRIDGES, AND EASEMENT MAINTENANCE

SIGNATURES OF BIDDER:

If INDIVIDUAL, sign below: ___________________________

Signature____________________________________
Print name___________________________________

Post Office Address
______________________________________________________

If CORPORATION, sign below (list names of non-signing officers):

___________________________________ a CORPORATION

Name of State Where Chartered ________________________

Signature ___________________ Date______________

Print name of person signing bid_____________________________

Title List names of the following officers:

___________________________________ PRESIDENT
___________________________________ SECRETARY
___________________________________ TREASURER

If PARTNERSHIP, sign below (list names of non-signing partners)

___________________________________________

Signature Date

________________________

Name of Partner

_______________________________

Street Address

Signature Date
Non-signing partners:__________________________________________________________

Post Office Address (if different)

__________________________________________
CERTIFICATE OF NONDISCRIMINATION
(To be submitted with Bid Form)

CUL-DE-SACS, WALKWAYS, ISLAND BRIDGES, AND EASEMENT MAINTENANCE

On behalf of the Bidder making this bid, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, sex, disability, or national origin; that all federal, state, local directives, and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

_______________________________________________________________
BIDDER

By: _________________________________________________________

_______________________________________________________________
(Name of person making certificate)

_______________________________________________________________
(Title of person making certificate)

_______________________________________________________________
Date

Each Bidder shall sign the CERTIFICATE OF NONDISCRIMINATION, which is a part of the bid form.

STATEMENT OF QUALIFICATIONS
(To be submitted with Bid Form)

Provide the following information on this sheet: Prior experience, past projects and scope of work, capability, craftsmanship, and any other pertinent data. Use reverse side of sheet or attachment if necessary.

________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

14
REFERENCES -- PAST PROJECTS

Reference #1:
Name: ________________________________________________________________
Address and City: _______________________________________________________
Telephone: _____________________________________________________________
Job Name: _____________________________________________________________
Dates of Work: __________________________________________________________

Reference #2:
Name: ________________________________________________________________
Address and City: _______________________________________________________
Telephone: _____________________________________________________________
Job Name: _____________________________________________________________
Dates of Work: __________________________________________________________

Reference #3:
Name: ________________________________________________________________
Address and City: _______________________________________________________
Telephone: _____________________________________________________________
Job Name: _____________________________________________________________
Dates of Work: __________________________________________________________

Reference #4:
Name: ________________________________________________________________
Address and City: _______________________________________________________
Telephone: _____________________________________________________________
Job Name: _____________________________________________________________
Dates of Work: __________________________________________________________
GENERAL PROVISIONS
(to be included as scope in awarded Vendor Agreement)

DESCRIPTION OF CONTRACT WORK AND INTENT

These Specifications establish standards for the maintenance of landscaped areas for the City.

The intent of these Specifications is to provide full and complete contract landscape maintenance at designated sites herein described, and that such sites be kept in a healthy, vigorous and well-kept state at all times.

The contract period for this work shall be for a one year period beginning January 1, 2021, and ending December 31, 2021, or as extended by mutual agreement as enumerated below, The contract may be renewed subsequently in one-year (12 month) increments as follows:
- Extension Once: January 1, 2022 through December 31, 2022
- Extension Two: January 1, 2023 through December 31, 2023
- Extension Three: January 1, 2024 through December 31, 2024.

Renewal shall be at the sole discretion of City. The amount of the contract shall not increase by more than 2% per year. City shall notify Contractor of its intention to extend the contract at least 60 calendar days prior to the expiration date of the current term.

BUSINESS LICENSE GUIDELINES:

A business license shall be obtained as required by the City of Foster City Municipal Code.
SPECIAL PROVISIONS
(to be included as scope in awarded Vendor Agreement)

DEFINITION OF WORDS: Wherever, in these specifications, the words directed, required, permitted, ordered, designated, or words of like import are used, they shall be understood to meet the direction, requirement, permission, order or designation of the Parks Manager. Similarly, the words approved, acceptable, satisfactory shall mean approved by, acceptable to, or satisfactory to the Parks Manager.

The words shown, indicated, noted, called for shall mean shown, indicated, noted, or called for in the Specification/Scope of Work Documents for the work referred to.

The word equal shall mean equal in the opinion of, or approved in writing by the Parks Manager as hereinafter provided.

STANDARD SPECIFICATIONS: Contractor shall complete work in accordance with the directions, provisions, specifications, and requirements contained in the Scope of Work.

PARKS MANAGER: The Parks Manager shall be the City representative throughout the project.

SCHEDULE OF OPERATIONS: The Contractor shall submit to the Parks Manager, within five (5) days 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 Parks Manager, to facilitate the Contractor's operations if circumstances require and justify such change.

EXISTING UTILITIES: Contractor is hereby notified that underground utilities exist in within the work areas. Contractor shall take all reasonable precautions to preserve and protect such utilities and existing improvements. The Contractor shall be responsible for the cost of repair to any damaged utilities or improvements.

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

GUARANTEE: The Contractor warrants and guarantees that any and all material and equipment used or furnished and all workmanship are of the type and quality specified herein.

In the event of Contractor’s failure to comply with any of the conditions herein within a reasonable time after notice, the City is authorized to have the deficiencies rectified at the expense of the Contractor, who will pay the costs and charges therefore immediately upon demand.

OTHER CONTRACTORS: City reserves the right to, at its convenience, retain other contractors to perform additional or supplementary work on or adjacent to the work sites. Contractor shall cooperate in all ways as may be necessary for the execution of the additional or supplementary work.
PERFORMANCE OF WORK:

**Regulations:** The work shall comply with all applicable local, Federal, and State laws and regulations. Contractor shall be a licensed California Landscape Contractor (C-27). The Contractor shall also maintain a California Licensed Pest Control Operator and Pest Control Advisor. The Contractor shall also maintain IPM Training and Certification such as “Bay-Friendly” or equivalent. The names and Certificate/License numbers shall be supplied to the City at the start of the contract.

The Contractor shall also maintain a California Licensed Pest Control Advisor or Qualified Applicator License with a Maintenance Gardener Business License. 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 twenty-four (24) hours of said change.

Contractor must adhere to Foster City’s Integrated Pest Management (IPM) policy or program (see Attachments C and D hereto). Careful precaution must be exercised to avoid any runoff into storm-drains or water-ways at all times. All chemical applications must be performed by properly trained or certified applicators only as required by Department of Pesticide Regulations (DPR) and City policy. Parks Manager or appointed designee shall be notified in writing a minimum of forty-eight (48) hours in advance of any chemical application. Notice shall include name and EPA # of chemical(s) to be applied, date and location(s). Posting shall be provided by contractor as required per label, DPR, or as requested by Parks Manager.

**Safeguards:** Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury. Contractor shall safeguard City’s and others’ property from damage. Contractor shall take all precautions required by applicable regulations of the State Department of Industrial Relations. When working adjacent to electrically energized lines or equipment, Contractor and employees shall exercise extreme care to avoid injury to employees and the public.

**PAYMENTS:**

**Compensation:** Contractor will be paid monthly (1/12 of yearly amount) of the value of work satisfactorily completed and accepted by the City. Each monthly payment will be made within fifteen (15) days after approval by the Parks Department of Contractor’s invoice, covering the work performed during the month.

**Withholding Funds:** Funds will be withheld for any work deemed by City as not meeting applicable specifications.
I. LANDSCAPE MAINTENANCE SPECIFICATIONS

1. SCOPE OF WORK

At all locations indicated in the List of Locations and Map of Locations, the Contractor shall furnish all labor, equipment, materials, tools and supervision to perform landscape maintenance as described herein including, but not limited to, the following:
   a) Weed control and cultivation - both mechanically and chemically
   b) Fertilization
   c) Shrub trimming, pruning and training
   d) Tree pruning and staking (Trees 15 feet tall and shorter)
   e) General pest control
   f) General litter control, refuse removal, and grounds policing
   g) Irrigation system monitoring, maintenance and repair
   h) Hardscape cleaning/weeding

2. LEVEL OF MAINTENANCE

All work shall be performed in accordance with the highest landscape maintenance standards, as stated herein. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the sites.

If in the judgment of the City, 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 to the Contractor until services are rendered in accordance with specifications set forth within this document, provided 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 the scheduled day(s) 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 corrected, payment for the deficiency shall be withheld during the current billing period, and shall continue to be withheld until the deficiency is corrected, without the right to retroactive payments.

3. SUPERVISION OF CONTRACT

All work shall meet with the approval of the Foster City Parks Manager or his 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 the condition is corrected in a satisfactory manner as set forth in these specifications.

The City’s representative and the Contractor’s representative will meet twice a month. The purpose of these meetings will be to discuss project progress and problems; tour sites and determine the Contractor’s conformity with these specifications and the adequacy of the work being performed. The City may, at its sole discretion, reduce or increase the frequency of meetings.

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 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 flaggers as described and specified in the State of California, Department of Transportation MANUAL OF TRAFFIC CONTROLS - For Construction and Maintenance Work Zones, 2014 Edition. (Section 360, California Vehicle Code, defines highways to include streets.) The provisions of this manual are hereby incorporated herein.

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, houses 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 across a roadway 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 (including periodic debris build-up and weed abatement along median curbs, median landscape areas, easements, and "hardscape" areas/including bridge overpasses) as work progresses. Also, the Contractor shall pay all disposal fees. The City shall not be responsible for any disposal by Contractor.

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

8. **SPECIALTY OPERATIONS**

Written notification of all “specialty type” maintenance operations shall be given to the City forty-eight (48) hours prior to each of these operations by Contractor. “Specialty type” maintenance operations include but are not limited to fertilization, pre-emergent weed control, all pesticide applications, and any plant replacements.

9. **WORKMANSHIP AND SUPERVISION**

The Contractor shall provide a work force sufficient to complete the work as specified and as represented in the submitted bid.

The Contractor will be expected to have work crews performing routine/necessary work on site at least four days per week on weekdays. (Weather permitting)

If needed, weekend work may be permitted. Weekend work requires prior approval by the City’s Parks Manager.

Work shall be performed by competent and experienced workers. Irrigation maintenance and repairs shall be performed by workers skilled specifically in the operation of modern automatic irrigation systems.

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.

All pesticide operations, where required, shall be performed by a California Licensed Pest Control Applicator through written communication by a California Licensed Pest Control Advisor. The Contractor shall be responsible for compliance with all Federal, State and local laws and regulations regarding pesticide use and storm water protection.

Contractor shall provide copies to the City of her/his license and registration of both of her/his Pest Control Advisors and Pest Control Operators licenses. Contractor shall submit a copy of the “Pesticide Use Report” to the City on a monthly basis.

Persons employed by the Contractor who are found unsatisfactory by the City shall be removed from the work under this Agreement by the Contractor upon fifteen (15) days written notice from the City.

10. **REPAIRING DAMAGED WORK**
The Contractor will report without delay any damage to City equipment or property and shall be held responsible for the repair or replacement of any such equipment or property. **Watering, pesticide spraying, and other maintenance shall not be performed at times when it might damage parked cars or at times when activities in the contract area might be inconvenienced or disrupted.**

Repairs to the irrigation system resulting from damage not caused by Contractor (e.g., vandalism) shall be reported promptly to the Parks Manager together with an estimate of costs for correction of the condition. The Parks Manager may authorize repair by the Contractor under separate agreement.

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 if due to the Contractor’s negligence or intentional acts.

Replacement of plant materials damaged or destroyed by City employees, or as a result of construction or vandalism, shall be reported promptly to the Parks Manager together with an estimate of costs for replacement. The Parks Manager may authorize replacement by the Contractor under separate agreement.

11. **SAFETY REQUIREMENT**

All work performed under this Agreement 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 Manager reserves the right to order work stopped when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement.

The Contractor shall maintain all work sites free of hazards to persons and/or property. Any hazardous condition noted by the Contractor, which is not the result of its operations, shall be immediately reported to the Parks Manager.

12. **SCHEDULES**

**Annual Schedule:**

Within five (5) days of the execution of the Agreement and within five (5) of the commencement of any extension of the term, the Contractor shall provide an Annual Maintenance Schedule indicating the time frames when items of work shall be accomplished per the performance requirements.

The Contractor shall provide a complete weekly work schedule that shall detail work to be performed.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance.
City-sponsored special events, recreation classes, etc. may necessitate changes or variations in scheduling. The Contractor shall adapt all schedules to the City’s requests.

**Irrigation Controller Schedules:**

The Contractor shall provide irrigation schedules for each irrigation controller, indicating locations, stations, and minutes per each station. These schedules should be updated monthly.

**II. TECHNICAL MAINTENANCE SPECIFICATIONS**

**GENERAL LANDSCAPE MAINTENANCE REQUIREMENTS**

All maintenance functions shall be performed in accordance with the following specifications and at the frequencies indicated. The City retains the right to determine scheduled days for work at each site, in consultation with the Contractor. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the facilities. Each site must be inspected a minimum of once per week.

All work will be performed so as to provide maximum safety for the public and minimize disruption to the public.

Leaves, glass, paper, weeds, and any other debris will be removed from landscaped areas and disposed of off-site.

Contractor will clean sidewalks, roadways, and any other areas littered or soiled by its maintenance operations.

Contractor shall keep all work sites clear of weeds, litter and debris at all times.

Plant materials on or adjacent to street medians, easements or roadway intersections shall be pruned to provide adequate sight distance for vehicles entering the intersection.

Plant materials shall be pruned so that all traffic control signs are clearly visible to approaching vehicles.

City shall be notified immediately of any unusual or hazardous conditions at a work site, including but not limited to broken street lights, fallen tree branches, or any item that creates a potential hazard.

Contractor shall control all insects, diseases, rodents, snails, ants, slugs and other like pests in conformance with the City’s IPM policy and without the use of any Pyrethroids. The Parks Manager or City's representative should be made aware of any control measures prior to use, showing evidence of written recommendations from the Contractor’s Pest Control Advisor.
Rodent control is a part of this Contract. All rodent activity should be controlled as soon as possible. Rodents include gophers, ground squirrels, moles, voles and rats. Rodent control must be carried out in a manner as to prevent any possible danger to non-targeted animals.

Hardscape maintenance shall include maintaining all concrete, brick paver, and asphalt surfaces free of debris, dirt and weeds. These are typically the concrete areas located within the median islands (inclusive of median "fingers" and adjacent concrete traffic dividers) and bridge overpasses.
SPECIFIC LANDSCAPE MAINTENANCE REQUIREMENTS

Irrigation System Maintenance

1. Contractor shall maintain all irrigation systems in a professional, operable condition at all times. This includes but is not limited to controllers, back-flow devices, moisture sensors, manual and remote control valves, wiring, pipes, vaults, sprinkler heads, drip irrigation equipment, and quick couplers. All work of this kind shall be performed by the Contractor at no additional cost to the City. Any irrigation equipment located in an area that is not readily accessible, such as under paved surfaces, streets, or sidewalks, is not required to be maintained by the Contractor. Contractor should consult with the City's Representative if it is not clear whether Contractor is required to maintain an irrigation system or any portion thereof.

Contractor shall not be responsible for the water meter assembly except if Contractor’s operations cause damage to these items.

Contractor shall repair and adjust all sprinkler heads to maintain proper and uniform water application.

Contractor shall maintain all irrigation canisters, heads and risers in proper working condition. Irrigation heads will be flush and level with the top of the canister when not activated.

Contractor shall adhere to all State and local laws and regulations.

Water penalty charges assessed due to water over use behavior (i.e. water management) are the responsibility of the Contractor and shall be paid by the Contractor. With 100% evapotranspiration rate (ET) water budgeting allocation, it is assumed that the site landscape can maintain health and meet water use goals.

Penalties are assessed monthly with no cumulative allowance.

To avoid under irrigating, usage is expected to be at a minimum 80% of budget.

The Contractor shall turn off irrigation system controllers during periods of rain and scheduled City events. Water runoff onto roadways or sidewalks shall be limited to minimal amounts and any excessive watering will not be permitted. Contractor shall immediately report to the Parks Manager any instance of excessive watering.

All sprinkler part replacements are to be made with original material or material of higher quality; the Parks Manager must approve all substitutes.

Repair or replacement of equipment damaged as a result of Contractor’s negligence or intentional acts shall be replaced at the Contractor’s expense.

Necessary irrigation repairs shall be made prior to the next irrigation cycle.
Irrigation programming charts will be updated each month by the Contractor.

All irrigation must be completed by 6:00 a.m. each day.

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 at all times and shall provide for obvious repairs as they occur. The City will provide backflow testing at no cost to the Contractor.

3. Repairs - A comprehensive testing and check of all irrigation systems shall be made by the Contractor with a City representative present approximately thirty (30) days prior to the end of the Contract term and each extension of the term and any repairs deemed the responsibility of the Contractor shall be made by the Contractor prior to the end of the Contract term. 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 Manager.

NOTE:
Due to the high visibility and scrutiny of irrigation of City property (the Parks Department is the City's largest water user), Contractor must maintain all active irrigation in working order, operating without any breaks or leaks, and program clocks in close coordination with Parks Manager. If in the judgment of the City, the Contractor is performing irresponsibly or inadequately with irrigation, the contractor will be responsible for any penalty fees assessed against the City’s Parks Department in accordance with monthly Water Use Reports and payment to the Contractor will be withheld accordingly.

Contractor is to adhere to all current Water Conservation Measures and adapt as measures change.

Ground Cover Maintenance

All ground cover areas shall be maintained in a trimmed and weed-free condition.

A. Weeds - Contractor must adhere to City of Foster City’s IPM Protocols that “requires that the City departments and City contractors who apply pesticides to City property, eliminate or reduce pesticide applications to the maximum extent feasible”. This includes the following:

1) Weeds on bare ground or hard-scape shall be mowed or line-trimmed. Any visible weeds must be kept at 1” or less above ground.
2) Noxious weeds, such as Mallow, Fennel, “Wild Garlic”, and “Thistle” shall first be pulled or mechanically removed, then controlled with chemical applications as necessary (category III “Caution” only).
   • Careful precaution must be exercised to avoid any runoff into storm-drains at all times.
• All chemical applications must be performed by properly trained/certified applicators only, as required by DPR and City IPM policy.
• Parks Manager or appointed designee shall be notified in writing a minimum forty-eight (48) hours in advance of any chemical application. Notice shall include name and EPA # of chemical(s) to be applied, date(s) and location(s).
• Posting shall be provided by Contractor as required per label, DPR, or as requested by Parks Manager.

All ground cover areas shall be maintained in a trimmed and weed-free condition.

A. Weeds - Weeds shall be removed upon appearance. Weed removal will be done on a weekly basis. 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.

Contractor at its expense shall replace plants killed by weeds and chemicals, etc. Weeds shall be controlled and not allowed to become an "eyesore" or reach an objectionable height, as determined by the City.

B. Ground Cover - Ground cover areas shall be fertilized once per year in April with 15-15-15 commercial fertilizer or equal, at a rate of 6 pounds per 1,000 square feet. In addition, the contractor shall follow fertilizer recommendations made in the soils report. Fertilizer shall be a complete fertilizer furnishing the required percentage of nitrogen, phosphoric acid and potash to keep groundcover, 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 specified by the Inspector at the Contractor’s expense.

1) Trim and edge as necessary to restrict growth from encroaching on sidewalks, curbs, turf areas, shrubs, roadways or other adjacent areas.

2) Irrigate as required to maintain adequate growth and reasonable appearance.

3) Control pests, insects, and diseases, as necessary to maintain a healthy environment for plant growth. This includes rodents, snails, and slugs.

4) Bare ground cover (furrow) areas shall be kept cultivated and raked of all debris and free of weeds.

C. Shrubs - Shrub, Vine, Flower and Tree Maintenance

1) Shrubs shall be maintained in a safe and reasonably trimmed appearance by proper shaping and pruning to promote the plant’s natural character.
2) Trim shrubs quarterly to maintain the size and shape specified by the City's representative or Parks Manager. Pruning shall result in the shrub maintaining a “natural” appearance.

3) Remove all dead, diseased or damaged branches back to a side branch. Do not leave branch stubs.

4) Application of an iron chelate fertilizer or other micronutrients shall be made as needed throughout the year to maintain a healthy, vigorous growth and foliage.

5) Irrigate as required to maintain adequate growth and appearance.

6) All bare shrub bed areas shall be weeded and raked weekly to remove all litter and other debris.

7) Growth of woody plants shall be encouraged except where it interferes with maintenance activities, pedestrian circulation or roadways. Dead branches of plants shall be removed regularly.

8) Plant material adjacent to curbs, sidewalks and roadways shall be trimmed regularly to provide for proper, unobstructed circulation.

9) Any paper, weeds, cans or other litter found in groundcover/shrub beds shall be removed and properly disposed of on a weekly basis.

Tree Maintenance

Trees shall be trimmed as necessary to allow for pedestrian and vehicle traffic, and to provide clearance from buildings, signs and other similar structures. Trees shall be trimmed in accordance with the City of Foster City's Tree Maintenance Manual and recognized International Society of Arboriculture (ISA) pruning standards. Contractor must maintain all trees fifteen (15) feet in height or smaller.

1) Remove all suckers from base of trees as they develop throughout the year. Remove all dead, broken or damaged branches in all trees.

2) Stake and support trees as necessary. Staking and guying shall be done in accordance with City standards.

3) All tree guys, ties and stakes shall be checked regularly to avoid girdling and damage.

4) Contractor shall stake or otherwise support trees during inclement weather, and remove branches and other debris generated by such weather.

5) Each site shall be inspected for dead or dying trees; broken, cracked or hanging branches; or other hazards. Immediately notify City's representative or Parks Manager if any of the above conditions exist.
6) 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 City's representative or Parks Manager.

7) Water as required to maintain proper and vigorous growth according to variety.

8) Tree wells shall be kept as bare soil unless groundcover is present. Weeds around trees shall be removed before they reach three (3)-inches in height.

9) Chemically control plant growth around trees for a one (1) foot distance from the base of the tree. Damage to the tree trunk by string trimmers (weed whips/line trimmers) must be avoided.

10) Complete pruning, heading back, lacing out or removal will be done by other tree-trimming contractors hired by the City.

All pruning shall be done with clean, sharp tools appropriate for the intended work. Cuts shall be made sufficiently close to the parent limb, without cutting into the branch collar or leaving a stub, so that closure can readily start under normal conditions.
LIST OF ATTACHMENTS

A. List of Locations

B. Map of Locations

C. San Mateo Countywide Water Pollution Prevention Program Model Integrated Pest Management (IPM) Policy.

D. City of Foster City Standard Operating Procedures for Pesticide Use and Implementation of Municipality’s Integrated Pest Management Policy.

E. Water Conservation Measures

F. Vendor Agreement for Cul-De-Sacs, Walkways, Island Bridges, and Easement Maintenance 2021

END OF DOCUMENT
Attachment A

1. **44 cul-de-sacs:**

   12 Cul-de-sacs with Lawns, Shrubs, Groundcover and Trees:
   - Sunfish 2 by
   - Mullet 2 Sunfish Park
   - Bluefish 2 by
   - Shad 2 Shad Park
   - Sandpiper 2 by
   - Stilt 1 Kildeer Park
   - Puffin 1 Puffin Ct.

   16 Cul-de-sacs with Shrubs, Groundcover and Trees (no lawn):
   - Kildeer 2 by
   - Stilt 1 Kildeer Park
   - Turnstone 2 by
   - Avocet 2 Turnstone
   - Loon 2 Park
   - Curlew 2
   - Puffin 1 Off Crane
   - Pelican 2
   - Duck 2

2. **16 Georgian Squares** (+ Walkways) with Shrubs, Trees, Groundcover and Hard Scape:
   - Trysail 2
   - Foresail 2 (off Schooner)
   - Mainsail 2
   - Topsail 2 Entry to Ketch Park
   - Staysail 2
   - Spinnaker 1
   - Trimaran 2 (off Spinnaker)
   - Sloop 1
   - Yawl 1 (Back side of Ketch Park)
   - Ketch 1

3. **2 Courts – with Groundcover and Hard Scape:**
   - Challenge Court 1 by Pilgrim Walkway/ off Harvester Dr.
   - Eliza Court 1 by Constitution Walkway/ off Chrysopolis Dr.
4. **7 Island bridges with Groundcover and Hard-scape:**

- **Surfbird Isle** (Widgeon St.) (Gull Park)
- **Shearwater Isle** (Flying Fish) (Gull Park)
- **Dolphin Isle** (Surfperch St.) (across from Shad Ct.)
- **Sailfish Isle** (Bowfin) (Marlin Park/Cod St.)
- **Shooting Star Isle** (Comet Dr.) (Lurline/Constitution Dr.)
- **Flying Mist Isle** (Polynesia Dr.) (Erckenbrack Park/Lurline)
- **Flying Cloud Isle** (Balclutha Dr.) (Erckenbrack Park/Matsonia)

**Ice-plant:** Trim ice-plant top and bottom as follows: 18” in from bottom edge (bulkhead) for walking. Edge at sidewalk and trim 6” in from fence lines on sides. Edge along the steps.

**Loose litter:** Check and remove loose litter bi-weekly and always before major Holidays. On occasion remove litter more often as needed and/or requested by Manager.

**Weed maintenance:** Any visible weeds must be kept at 1” or less above ground. **Contractor must adhere to City of Foster City’s IPM policy or program (see Attached IPM Policy).** Careful precaution must be exercised to avoid any runoff into storm-drains or water-ways at all times. All chemical applications must be performed by properly trained or certified applicators only as required by Department of Pesticide Regulations (DPR) and City policy. Manager or appointed designee shall be notified in writing minimum 48 hours in advance of any chemical application. Notice shall include name and EPA # of chemical(s) to be applied, date and location(s). Posting shall be provided by contractor as required per label, DPR, or as requested by Manager.

**Irrigation:** None present except for quick-coupler in certain areas. *

5. **Pilgrim and Constitution walkways:**

Blow walkways minimum weekly. More often if needed during heavy leaf-drop/rain to keep the pathways safe and presentable for pedestrians.

Trim ice-plant, Podocarpus, overhanging branches, and other vegetation along pathways, side-walks, and fence-lines to keep the walkways safe and presentable for pedestrians.

**Weed maintenance:** Any visible weeds must be kept at 1” or less above ground. Contractor must adhere to City of Foster City’s IPM policy or program. Careful precaution must be exercised to avoid any runoff into storm-drains at all times. All chemical applications must be performed by properly trained/certified applicators only as required by DPR and City policy. Manager or appointed designee shall be notified in writing minimum 48 hours in advance of any chemical application. Notice shall include name and EPA # of chemical(s) to be applied, date and location(s). Posting shall be provided by contractor as required per label, DPR, or as requested by Manager.

**Loose litter:** Check for and remove loose litter weekly.

**Irrigation** maintenance and repairs as needed. Note: These areas are well established and rarely need any water.

Note: Parks staff will empty trash- and recycling cans, and refill dog-bag-dispensers. *

6. **Corp Yard (Exterior of gates) 3rd Avenue **:

**Shrubs, Groundcovers, and Trees:** Maintain according to Part IV Landscape Maintenance Specifications*.

7. **Lawn Maintenance**

Maintain according to Part IV Landscape Maintenance Specifications
San Mateo Countywide Water Pollution Prevention Program
Model Integrated Pest Management (IPM) Policy

GOAL
The City of Foster City seeks to protect the health and safety of its employees and the general public, the environment and water quality, as well as to provide sustainable solutions for pest control through the reduced use of pesticides on property including buildings owned or managed by the City by applying Integrated Pest Management principles and techniques. The municipal regional stormwater permit requires that the City of Foster City minimize reliance on pesticides that threaten water quality.

REQUIRED USE OF INTEGRATED PEST MANAGEMENT
Employees implementing pest management controls will use Integrated Pest Management (IPM) techniques that emphasize non-pesticide alternatives. Pesticides will only be used after careful consideration of non-chemical alternatives and then the least toxic chemicals that are effective shall be used. Pest control contractors hired by the City of Foster City are required to implement IPM to control pests. This will be achieved by hiring only IPM-certified pest control contractors or by including contract specifications requiring contractors to implement IPM methods.

The City of Foster City will establish written standard operating procedures for pesticide use to ensure implementation of this IPM policy and to require municipal employees and pest control contractors to comply with the standard operating procedures.

The City will track employee and contractor pesticide use and prepare an annual report summarizing pesticide use and evaluating pest control activities performed consistent with the municipal regional stormwater permit’s requirements.

The City will review its purchasing procedures, contracts or service agreements with pest control contractors and employee training practices to determine what changes, if any, need to be made to support the implementation of this IPM Policy.

The City will perform educational outreach and/or support Countywide or regional efforts to educate residential and commercial pesticide users on a) goals and
techniques of IPM, and b) pesticide related water quality issues consistent with the municipal regional stormwater permit’s requirements.

The IPM-based hierarchical decision making process that will be used to control pests will include the following:

1. Based on field observations evaluate locations and sites where pest problems commonly occur to determine pest population, size, occurrence, and natural enemy population, if present. Identify conditions that contribute to the development of pest populations, and decisions and practices that could be employed to manage pest populations
2. Design, construct, and maintain landscapes and buildings to reduce and eliminate pest habitats;
3. Modify management practices including watering, mulching, waste management, and food storage to discourage the development of pest population;
4. Modify pest ecosystems to reduce food, water sources, and harborage;
5. Prioritize the use of physical controls such as mowing weeds, using traps, and installing barriers;
6. Use biological controls to introduce or enhance a pests’ natural enemies;
7. When pest populations reach treatment thresholds (based on how much biological, aesthetic, economic or other damage is tolerable) non-pesticide management activities will be evaluated before considering the use of pesticides;
8. When pesticides are necessary, select reduced risk pesticides and use the minimum amounts needed to be effective;
9. Apply pesticides at the most effective treatment time, based on pest biology, monitoring, and other variables, such as weather, seasonal changes in wildlife use, and local conditions; and
10. Whenever possible, use pesticide application methods, such as containerized baits, that minimize opportunities for mobilization of the pesticide in stormwater runoff.

Departments performing pest management activities will identify an IPM coordinator who is responsible for assisting staff with implementation of this IPM policy.

BACKGROUND
Pesticides are defined as: any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest. Pests can be insects, rodents and other animals, unwanted plants (weeds), bacteria or fungi. The term pesticide applies to herbicides, fungicides, insecticides, rodenticides, molluscicides and other substances used to control pests.

Integrated Pest Management (IPM) is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are
needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and nontarget organisms, and the environment.

IPM techniques could include biological controls (e.g., ladybugs and other natural enemies or predators); physical or mechanical controls (e.g., hand labor or mowing, caulking entry points to buildings); cultural controls (e.g., mulching, alternative plant type selection, and enhanced cleaning and containment of food sources in buildings); and reduced risk chemical controls (e.g., soaps or oils).

City owned or managed property/facility includes but is not limited to parks and open space, golf courses, roadsides, landscaped medians, flood control channels and other outdoor areas, as well as municipal buildings and structures.
Attachment D

City of Foster City
Standard Operating Procedures for Pesticide Use and Implementation of Municipality’s Integrated Pest Management Policy

**Purpose:** To minimize the use and reliance on pesticides that threaten water quality by implementing the city’s policy [or ordinance] for integrated pest management (IPM) by all municipal employees and contractors hired to manage pests on municipal property.

**Responsible Parties:** All city personnel that as part of their municipal job duties are authorized to plan, manage, and control pests including pesticide applications and all city personnel that administer municipal contracts for applying pesticide on municipal property.

**Contracts & Contractors:** Contracts shall include a requirement that the contractor shall adhere to the city’s IPM policy. This will be accomplished by using the following procedures:

1. Include a copy or link to the municipality’s IPM policy in the contractor solicitation documents, e.g., Request for Proposal or Request for Quote, and make it clear that the pest control services being solicited must comply with the IPM policy.
2. Include a copy of the municipality’s IPM policy in the contract’s specifications.
3. Meet with the contractor to review the City’s IPM policy.

**Municipal Employees:** Municipal employees who are authorized to manage pests are required to implement the city’s IPM policy. This will be accomplished by using the following procedures:

1. Use cultural practices and pest prevention measures to minimize the occurrence of pest problems.
2. Set a threshold of tolerance for pests.
3. Use biological and physical controls that are environmentally appropriate and economically feasible to control pests.
4. Use chemical control as a last resort, and then the least toxic product will be used. Where feasible for structural pest control, insecticides will be applied as containerized baits.
5. Avoid the use of pesticides that threaten water quality\(^1\) especially in formulations and situations that pose a risk of contaminating stormwater runoff.

---

\(^1\) The municipal regional stormwater permit identifies the following pesticides as having a concern to water quality: "organophosphorous pesticides (chlorpyrifos, diazinon, and malathion); pyrethroids (bifenthrin,
6. Train employees on IPM techniques, pesticides-related stormwater pollution prevention methods, the municipality’s IPM policy, and these standard operating procedures.

7. As part of the municipality’s annual report for the municipal regional stormwater permit, report on the IPM policy’s implementation by showing trends in the quantities and types of pesticides used and suggest reasons for any increases in uses of pesticides that threaten water quality\(^1\) (as required by municipal regional stormwater permit Provision C.9.b.).
Attachment E

Water Conservation:
City of Foster City Taking Steps Toward The Solution

Foster City, CA; August 11, 2020, – It should be evident to all California residents that we are in the midst of one of the worst droughts on record. California has seen very little rain over the last three years and we are all still uncertain this year will bring any relief. We all have to do our part in water conservation.

The City of Foster City has always been an advocate for water conservation even before the state’s emergency declaration in 2014. For several years now the city has been implementing water conservation measures in its parks and continues to implement measures that will help reach and exceed conservation goals. Some of the measures that have been implemented by the Parks and Recreation Department are large scale renovations while some are basic. Here are a few of the significant measures.

Synthetic Lawn Conversion

The big water saver for Foster City is their conversion of sports fields from natural to synthetic turf. Foster City has now converted four full-size soccer fields and three combo soccer/baseball fields to synthetic turf. Estimated water savings annually is 7,000,000 gallons of water.

Landscape Water Use Reports and Diligence in Irrigation Checks

In 2010 the City of Foster City implemented landscape water use reports by a consulting firm. A monthly report showing the actual water usage each month is created for parks staff to review make regular adjustments of the irrigation system that are more precise for maximum conservation while optimizing plant and lawn growth. Diligence in checking irrigation is another way to maximize water conservation. Along with the contractors that maintain our medians and easements, Parks staff does regular checks on irrigation systems to insure proper function. As a result of the findings from these checks and the City is currently in the process of making irrigation changes in the medians to eliminate overspray onto the street.
The Parks and Recreation Department also enlists assistance from the Foster City Police Department to help in the effort. Officers on patrol identify issues that may occur after hours so parks staff can address ASAP. The citizens of Foster City are also part of this effort when they call the Parks Department about broken or malfunctioning irrigation. These calls are invaluable in making necessary repairs in a timely manner.

**CIS – Central Irrigation System**

The Central Irrigation System (CIS) is a state of the art radio controlled system that manages the irrigation usage to each park. Almost all Foster City parks have been converted to this system. The CIS provides significant help for park maintenance staff with the various features it holds, such as remote capabilities at the site as well as being able to manage all controllers from the central computer in the main office. This maximizes the water usage and enables lawns to stay green when manual watering or residential controller system would not see the same results.

**Mulching**

Mulching is also a significant component in our efforts to conserve water. Mulching is the use of wood fiber chips to cover ground areas in place of plants or lawn. A prime reason for mulching is that it adds non-landscaped surfacing that does not need irrigation. This is done between shrubs, along selected easements and in tree wells. Mulching also allows for trees and shrubs to get the water intended without having to share it with the surrounding lawn or ground cover.

Californians should be doing their part in the water conservation effort and the City of Foster City is making every effort to stay ahead of the curve. To find out more about water conservation or to report water issues in city owned parks or medians please contact Parks Manager Peter Chiamos at (650) 286-3549 or Frank Fanara at (650) 286-3553.
This Agreement is made and entered into as of the _____ day of _______, 2020 by and between the City of Foster City hereinafter called "CITY" and _________ hereinafter called "VENDOR" or "Contractor".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

A. That CITY desires to engage VENDOR to provide a product and/or services to the CITY;

B. That VENDOR is qualified to provide the product and/or services to the CITY and;

C. That the CITY has elected to engage VENDOR upon the terms and conditions as hereinafter set forth.

1. A. Services. The services to be performed by VENDOR under this Agreement are set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of VENDOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

B. Product. The product to be supplied by VENDOR under this Agreement is set forth in Exhibit A which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Timely delivery of the product specified in said Exhibit A is hereby made an obligation of VENDOR under this Agreement, subject to any changes
that may be made subsequently hereto upon the mutual written agreement of the said parties.

2. **Term; Termination.** (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon the date enumerated in Exhibit A, delivery of the product or completion of performance of services hereunder by VENDOR, whichever date shall first occur. (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than thirty (30) days prior to the effective date of termination, which date shall be included in said notice. CITY shall compensate VENDOR for any product delivered and/or for services rendered, and reimburse VENDOR for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.

3. **Compensation; Expenses; Payment.** CITY shall compensate VENDOR for all products supplied or services performed by VENDOR hereunder as shown in Exhibit B attached hereto and by this reference incorporated herein. Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum of $__________ unless additional amounts have been approved in advance of supplying the product, performing the services or incurring the costs and expenses by CITY’s City Council evidenced by motion duly made and carried. Compensation and reimbursement of costs and expenses hereunder shall be payable upon VENDOR meeting contract milestones as defined in Exhibit B. Billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. **Additional Services.** In the event CITY desires the delivery of additional products or performance of additional services not otherwise included within Exhibit A, such products or services shall be authorized in advance by CITY’s City Manager (for contracts less than $30,000) or City Council (for contracts $30,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the product to be delivered or services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the
parties deem appropriate. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.

5. **Records.** VENDOR shall keep and maintain accurate records of products delivered or of all time expended in performing services and costs and expenses incurred relating thereto. Said records shall be available to CITY for review and copying during regular business hours at VENDOR’s place of business or as otherwise agreed upon by the parties.

6. **Authorization.** This Agreement becomes effective when endorsed by both parties in the space provided below.

7. **Documents.** All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by VENDOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.

8. **Relationship of Parties.** It is understood that the relationship of VENDOR to the CITY is that of an independent contractor and all persons working for or under the direction of VENDOR are its agents or employees and not agents or employees of the CITY.

9. **Schedule.** VENDOR shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the delivery of products or performance of services occasioned by governmental reviews of VENDOR’s work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, VENDOR’s officers or employees.

   VENDOR acknowledges the importance to CITY of timely delivery of products or services and agrees to put forth its best professional efforts to perform in a manner consistent with that schedule.

10. **Indemnity.** To the fullest extent allowed by law, VENDOR hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, CITY or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of
VENDOR, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of VENDOR to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require VENDOR to indemnify CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

VENDOR’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

11. **Insurance.** VENDOR shall acquire and maintain Workers’ Compensation, employer’s liability, commercial general liability, owned and non-owned and hired automobile liability insurance coverage relating to VENDOR’s services to be performed hereunder covering CITY’s risks in form subject to the approval of the City Attorney and/or CITY’s Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<table>
<thead>
<tr>
<th>Insurance Category</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>statutory minimum</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000 per accident for bodily injury or disease</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, personal injury and property damage</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to VENDOR’s vehicle usage in performing services hereunder)</td>
</tr>
</tbody>
</table>
It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the CITY as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

VENDOR agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor’s work. Subcontractors hired by VENDOR shall agree to be bound to VENDOR and CITY in the same manner and to the same extent as VENDOR is bound to CITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. VENDOR shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the CITY prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, VENDOR shall, on the Insurance Coverage form provided in Exhibit D, or equivalent, furnish CITY with certificates and copies of all declaration and endorsement pages for the insurance policy or policies required hereunder. With respect to commercial general liability and automobile liability insurance coverage, VENDOR must obtain and provide the following original endorsements:

(a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after CITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;

(b) Naming the CITY and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and

(c) Providing the additional insured coverage under VENDOR’s insurance policy shall be primary and non-contributory insurance with respect to CITY and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself,
its Council, officers, boards, commissions, employees, or agents shall be in excess of VENDOR’s insurance and not contributory with it. VENDOR and its insurer may not seek contribution from CITY’s insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY, to the extent required by this Agreement, before the CITY’s insurance or self-insurance may be called upon to protect CITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to CITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named VENDOR/Named Insured or CITY.

CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to VENDOR and CITY in the same manner and to the same extent as VENDOR is bound to CITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor’s work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

VENDOR shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event VENDOR fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by VENDOR.

12. WORKERS’ COMPENSATION. VENDOR certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and VENDOR certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
13. **NON-DISCRIMINATION.** The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The VENDOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The VENDOR shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The VENDOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **Notice.** All notices required by this Agreement shall be given to the CITY and VENDOR in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Foster City  
610 Foster City Boulevard  
Foster City, CA 94404-2299  
Attention: _____________

VENDOR: Name  
Address  
City, State, Zip  
Attention: ______________

15. **Non-Assignment.** This Agreement is not assignable either in whole or in part.

16. **Amendments.** This Agreement may be amended or modified only by written agreement signed by both parties.

17. **Validity.** The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

18. **Governing Law.** This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney’s fees and expenses of litigation of the successful party.
19. **Mediation.** Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

20. **Conflict of Interest.** VENDOR may serve other clients, but none who are active within the City of Foster City or who conduct business that would place VENDOR in a "conflict of interest" as that term is defined in State law.

21. **Entire Agreement.** This Agreement, including Exhibits A, B C, D, and E, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated: ________________
Mayor

ATTEST:

Dated: ________________
PRISCILLA SCHAUS, City Clerk

APPROVED AS TO FORM

Dated: ________________
Jean Savaree, City Attorney

VENDOR

Dated: ________________
Type Name & Title of VENDOR Authorized to Sign
EXHIBIT A

SCOPE OF WORK and SCHEDULE
FOR
CUL-DE-SACS, WALKWAYS, ISLAND BRIDGES, AND EASEMENT MAINTENANCE
2021

***Scope of Work and Specifications included in the Call for Bids will be incorporated herein***

Scope of Deliverables:

Scope of Services:

Project Schedule
EXHIBIT B

VENDOR’S FEES and PAYMENT MILESTONES

Vendor shall submit a monthly bill for one-twelfth (1/12) of the annual contract amount.
EXHIBIT D
This INSURANCE COVERAGE FORM modifies or documents insurance provided under the following:
Named Insured: __________________________________________ Effective Work Date(s): ________________
Description of Work/Locations/Vehicles: ________________________________________________________________

ADDITIONAL INSURED:  City of Foster City/Estero Municipal Improvement District (CITY)
610 Foster City Boulevard, Foster City, CA 94404
Attention: ____________________________________________________________

Endorsement and Certificates of Insurance Required
The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)

<table>
<thead>
<tr>
<th>Insurer</th>
<th>Policy No.</th>
</tr>
</thead>
</table>

☐ General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. (Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85)

☐ Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.

☐ Other:

Certificates of Insurance Required (no endorsement needed) (Check all that apply)

<table>
<thead>
<tr>
<th>Insurer</th>
<th>Policy No.</th>
</tr>
</thead>
</table>

☐ Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.

☐ Professional Liability:

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer’s limit of liability.

PROVISIONS REGARDING THE INSURED’S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, ___________________________________________________________(print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: ___________________________ TITLE: ___________________________

ADDRESS: ______________________________________________________________
Exhibit E
SPECIAL TERMS and CONDITIONS