



**CALL FOR BIDS  
for  
MEDIAN AND EASEMENT MAINTENANCE  
for the  
CITY OF FOSTER CITY PARKS DEPARTMENT**

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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.

The project scope, content of bid, and vendor selection process are summarized in this RFB below. **BIDS must be received no later than 2:00 pm, Thursday, November 14, 2024.** All responses must be in a sealed envelope and have Median and Easement Maintenance clearly marked on the outer most mailing envelope. Please submit two copies of bids as follows:

**Mail or Hand Deliver To:**

City of Foster City  
Parks Division 100 Lincoln Centre Drive  
Foster City, CA 94404

Bids will not be accepted after the date and time stated above. Incomplete bid or bids that do not conform to the requirements specified herein will not be considered. Issuance of the RFB does not obligate the City to award a contract, nor is the City liable for any costs incurred by the bidder in the preparation and submittal of bids for the subject work. The City retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit bids. The act of submitting a bid is a declaration that the bidder has read the RFB and understands all the requirements and conditions

**For questions** concerning the anticipated work, or scope of the project, please contact **Frank Fanara, Park Manager**, via email at [ffanara@fostercity.org](mailto:ffanara@fostercity.org) no later than **October 31, 2024**, Answers to questions will not be provided by telephone or email. Rather an addenda will be posted online by November 7, 2024 by 3:00pm at

<https://www.fostercity.org/parksrec/page/median-and-cul-de-sac-maintenance-request-bids>

It is each vendor's responsibility to check this site to obtain answers to all submitted questions. For general questions concerning the submittal process, contact Frank Fanara at 650-286-3553.

## SPECIFICATIONS FOR SCOPE OF WORK

Services For:

LANDSCAPE AND "HARDSCAPE" MAINTENANCE FOR STREET MEDIAN ISLANDS AND EASEMENTS  
ON:

- 1) East Hillsdale Blvd
- 2) Foster City Blvd
- 3) Edgewater Blvd
- 4) Beach Park Blvd
- 5) Shell Blvd
- 6) Metro Center Blvd
- 7) Vintage Park Blvd
- 8) East Third Ave
- 9) Other areas as outlined in the List of Locations (Square Footage) and Map of Locations, Attachments A and B, attached and incorporated by this reference.

CITY OF FOSTER CITY, CALIFORNIA

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City of Foster City  
Corporation Yard Building/Parks Department  
100 Lincoln Centre Drive  
Foster City, CA 94404  
(650) 286-3549

## NOTICE INVITING SEALED BIDS

1. Electronic and 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 31, 2024, 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 of prior clients within the last three (3) years and including at least one (1) current client with the bid.
5. The contract term for this work shall be for three (3) years beginning January 1, 2025 and ending December 31, 2027. The contract may be extended, in the City's sole discretion, in one-year (12 month) increments as follows:
  - 1) Extension One: January 1, 2028 through December 31, 2028
  - 2) Extension Two: January 1, 2029 through December 31, 2029

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., Thursday, November 14, 2024.**
8. **In accordance with state law and local regulations, the landscaping contract for this project will be subject to prevailing wage requirements. Contractors and subcontractors are required to pay the appropriate prevailing wage rates for all work performed on the project. These rates are determined by the California Department of Industrial Relations and are applicable to all laborers, mechanics, and workers involved.**

Dated: September 30, 2024

## INSTRUCTIONS TO BIDDERS

### BID REQUIREMENTS AND CONDITIONS

Project Scope: Provide landscape and "hardscape" maintenance of street median islands and easement areas on the following sites:

- 1) East Hillsdale Blvd.;
- 2) Foster City Blvd.;
- 3) Edgewater Blvd.;
- 4) Beach Park Blvd.;
- 5) Shell Blvd.;
- 6) Metro Center Blvd.;
- 7) Vintage Park Dr.;
- 8) East Third Ave.;
- 9) and all other areas as outlined in 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 marked before the bid deadline.

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 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, Parks Manager, via email at [ffanara@fostercity.org](mailto: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**

**MEDIAN AND EASEMENT MAINTENANCE**

Areas to be maintained:

- 1) East Hillsdale Blvd.;
- 2) Foster City Blvd.;
- 3) Edgewater Blvd.;
- 4) Beach Park Blvd.;
- 5) Shell Blvd.;
- 6) Metro Center Blvd.;
- 7) Vintage Park Dr.;
- 8) East Third Ave.;
- 9) 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 "PROFESSIONAL SERVICES AGREEMENT – MAINTENANCE, REPAIR, OR LANDSCAPING FOR MEDIAN AND EASEMENT MAINTENANCE 2025" attached with the City's Request 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.

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Contractor's Name Printed

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Contractor's Signature

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Name of Company

(     )  
Phone Number

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Date



**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.

TOTAL COMPENSATION FOR ALL WORK FOR PROPOSED TERM OF AGREEMENT (THREE YEARS):  
\$ \_\_\_\_\_

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)

**MEDIAN 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 those documents shall be sufficient grounds for rejection of the bid.

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. Further the undersigned certifies that upon request she/he will provide evidence of the license. 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.

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 \_\_\_\_\_, 2024, 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, 2025), and to complete the work as required under the agreement and Scope of Work in the City's Call for Bids.

**BIDDER'S STATEMENT**

SHEET 2 OF 3  
(To be submitted with Bid Form)

**MEDIAN 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 a 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/HIS 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)

MEDIAN 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 \_\_\_\_\_

List names of the following officers:

_____	PRESIDENT
_____	SECRETARY
_____	TREASURER

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

_____	Signature	_____	Date
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_____	Name of Partner
-------	-----------------

Street Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Non-signing partners: \_\_\_\_\_

\_\_\_\_\_  
Post Office Address (if different from street address)

## **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.

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### 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 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 term for this work shall be for three (3) years beginning January 1, 2025 and ending December 31, 2027. The contract term may be extended by the City, in its sole discretion, in one-year (12 month) increments as follows:

- 1) Extension One: January 1, 2028 through December 31, 2028
- 2) Extension Two: January 1, 2029 through December 31, 2029

Renewal shall be at 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.

CITY OF FOSTER CITY 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 of work in awarded 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: The 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 City of 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.

## SCOPE OF WORK

### Street Median Landscape Maintenance 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) Removal of dead or dying plant material
- e) Tree pruning and staking (Trees 15 feet tall and shorter)
- f) General pest control
- g) General litter control, refuse removal, and grounds policing
- h) Irrigation system monitoring, maintenance and repair
- i) 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 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 or City’s representative.

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 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 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.

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 overuse 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 (Square Footage)
- 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. PROFESSIONAL SERVICES AGREEMENT – MAINTENANCE, REPAIR, OR LANDSCAPING FOR MEDIAN AND EASEMENT MAINTENANCE 2025

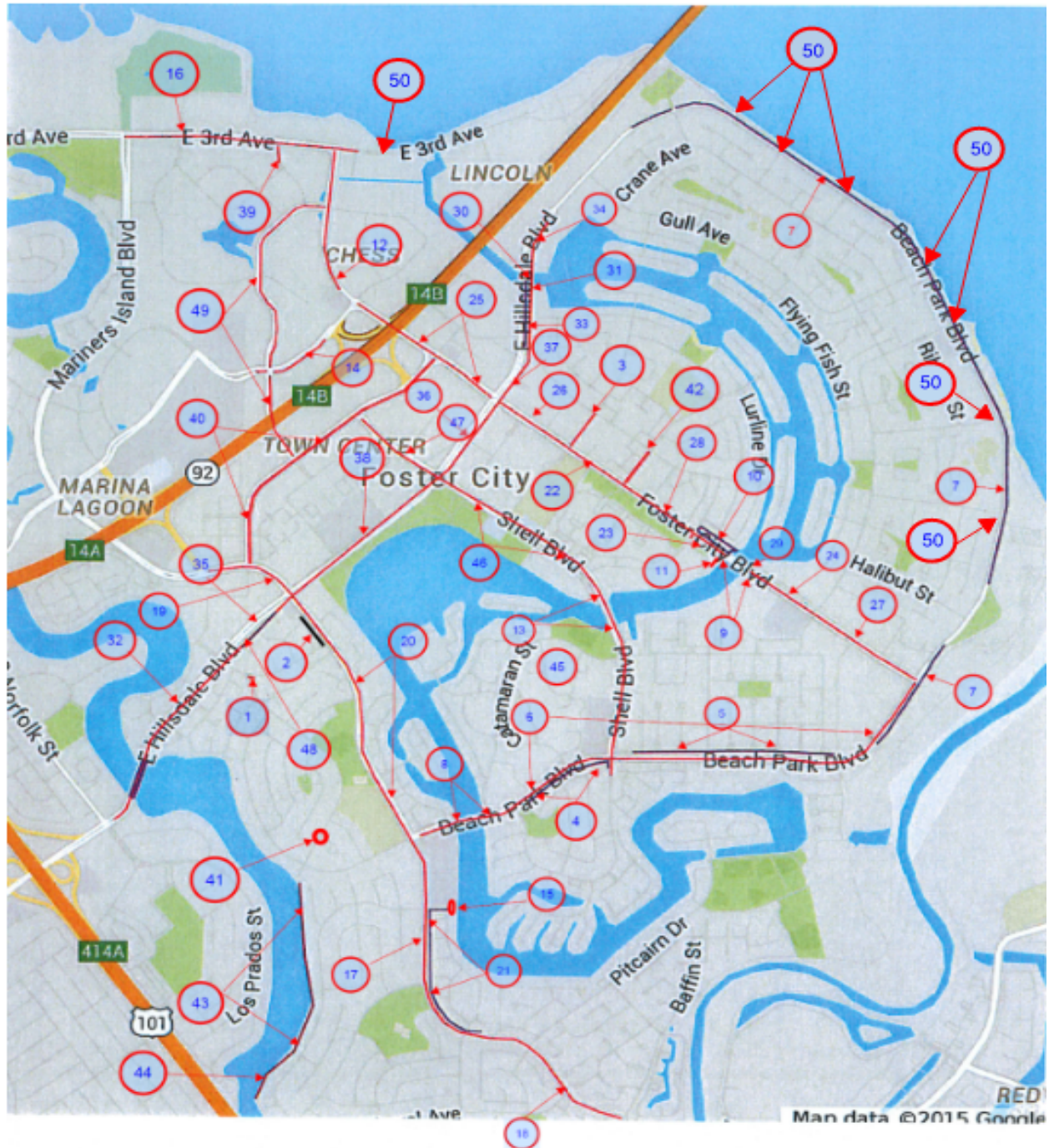
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## Attachment A

# on Map	Location/Description	Square Footage	Misc Notes
1	Altair Median ("Triangle")	2,020	
2	AM/PM "Wall"	2,615	
3	Balclutha Drive	2,500	
4	Beach Park "Wall" (Halsey/South Side)	6,000	
5	Beach Park "Wal" (North Side)	1,350	
6	Beach Park (Foster City Blvd to Edgewater)	48,220	
7	Beach Park Blvd. (Ice Plant) -Quartely or upon request	6,500	Linear Feet
8	Bicentennial Bridge (Boxes and Clean up/either side)	1,800	
9	Boat Park Bridge (Landscaped area across from)	17,200	
10	Boat Park Bridge Sides (includes fence-line)	16,100	
11	Bounty Drive (Under tower)	5,692	
12	CalTrans Island	3,685	
13	Catamaran Bridge Sides (includes easements)	3,696	
14	Chess Drive	3,249	
15	Dock Area (Port Royal)	13,200	
16	East Third Ave	1,037	
17	Edgewater (Beach Park Blvd. Pitcairn)	29,220	
18	Edgewater (Pitcairn to Baffin)	20,660	
19	Edgewater (Hillsdale North to City Limit)	12,820	
20	Edgewater Blvd (Hillsdale to Beach Park)	8,100	
21	Edgewater Wall (Port Royal to Monterey)	30,260	
22	Foster City (Balclutha to Polynesia)	2,418	Linear Feet
23	Foster City (Bounty to Bridge)	8,350	
24	Foster City (Bridge to Marlin)	3,740	
25	Foster City (Fwy to Hillsdale)	12,670	
26	Foster City (Hillsdale to Balclutha)	2,280	
27	Foster City (Marlin to Beach Park Blvd)	9,617	
28	Foster City (Polynesia to Bounty)	9,225	
29	Foster City Blvd Bridge (opposite Marlin Cove/Both Sides)	8,960	
30	Hillsdale "Wall"	8,600	
31	Hillsdale Bridge Sides/Easement Twin to Rainbow	6,400	
32	Hilldale (Alrair to Twin Bridges)	6,498	
33	Hillsdale (Bridge to Pilgrim)	20,165	
34	Hillsdale East of Rainbow Bridge	3,230	
35	Hillsdale (Edgeater to Alrair)	1,380	
36	Hillsdale (Foster City Blvd to Shell Blvd)	8,375	
37	Hillsdale (Pilgrim to Foster City Blvd)	3,340	

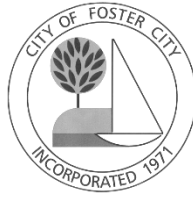
38	Hillsdale (Shell to Edgewater)	6,840	
39	Marsh Drive	600	
40	Metro Center Blvd	600	
41	Pollux Court	22,176	
42	Polynesia Drive	2,135	
43	Port Royal Pedway (outboard/inboard to wood header and connecting pathways (4)	2,500	
44	San Miguuel Ln Beach Rip Rap	4,766	Linear Feet
45	Shell Blvd (Bounty to Beach Park Blvd)	420	
46	Shell Blvd (Bounty to Hillsdale)	18,500	
47	Shell Blvd (Hillsdale to Metro Center Blvd)	10,470	
48	Taurus Drive	10,560	
49	Vintage Drive	18,000	
50	Pedway Access Points	18,117	
		466,856	

## Attachment B



① = LOCATIONS MEDIAN SQUARE FOOTAGE SHEET

## Attachment C



### **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 Pesticide 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<sup>1</sup> especially in formulations and situations that pose a risk of contaminating stormwater runoff.
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

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<sup>1</sup> The municipal regional stormwater permit identifies the following pesticides as having a concern to water quality: "organophosphorous pesticides (chlorpyrifos, diazinon, and malathion); pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin); carbamates (e.g., carbaryl); and fipronil." (Provision C.9)

of pesticides used and suggest reasons for any increases in uses of pesticides that threaten water quality<sup>1</sup> (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, –

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, and a portion of the medians 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.

## **Attachment F**

### **SERVICES TO BE PROVIDED, PAYMENTS, PROJECTS AND SCHEDULE, AND DELIVERABLES FOR**

**PROFESSIONAL SERVICES AGREEMENT – MAINTENANCE, REPAIR, OR  
LANDSCAPING**

**FOR**

**MEDIAN AND EASEMENT MAINTENANCE 2025**

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024  
by and between the City of Foster City hereinafter called "CITY" and  
\_\_\_\_\_ hereinafter called "CONSULTANT".

### **RECITALS**

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

WHEREAS, CITY desires to engage CONSULTANT to provide professional services in  
the CITY;

WHEREAS, CONSULTANT is qualified to provide such services to the CITY and;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and  
conditions hereinafter contained, the parties hereby agree as follows:

### **TERMS AND CONDITIONS**

1. **Services.** The services to be performed by CONSULTANT under this Agreement  
shall include those services 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  
CONSULTANT 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.

2. **Term; Termination.** (a) The term of this Agreement shall commence on January 1,  
2025 and expire on December 31, 2027, unless the term is otherwise extended, at the  
City's sole discretion. (b) Notwithstanding the provisions of (a) above, CITY may with or  
without cause, direct CONSULTANT to suspend, delay or interrupt Services, in whole or  
in part, for such periods of time as CITY may determine in its sole discretion. (c) CITY  
may terminate performance of the Services under this Agreement in whole, or from time  
to time in part, for default, should CONSULTANT commit a material breach of this  
Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the

date of CITY's written notice to CONSULTANT demanding such cure, in which case CONSULTANT shall be liable to CITY for all loss, cost, expense, damage and liability resulting from such breach and termination. (d) CITY may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever CITY determines that such termination is in CITY's best interests, in which case CONSULTANT shall be entitled to recover its costs expended up to the termination date plus reasonable profit thereon to the termination date as this Agreement would otherwise provide, but may recover no other cost, damage or expense. CONSULTANT shall continue its work throughout the course of any dispute, and CONSULTANT's failure to continue work during a dispute shall be a material breach of this Agreement.

3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, 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 \_\_\_\_\_ (\$\_\_\_\_\_). Invoices for amounts in excess of \_\_\_\_\_ (\$\_\_\_\_\_ ) shall not be paid unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) evidenced by motion duly made and carried and a written contract amendment having been executed.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of CITY including, without limitation, CONSULTANT's transmittal of all deliverables to CITY required by EXHIBIT A.

CITY shall not incur any charges under this Agreement, nor shall any payments become due to CONSULTANT for any payment period on the Project, until CITY receives all deliverables required under Exhibit A, SCOPE OF WORK AND SCHEDULE, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where CONSULTANT has partially completed one or more deliverables due during a payment period, and if CONSULTANT demonstrates diligent progress thereon, then CITY may make a partial progress payment based upon percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon CITY. CITY shall not be liable for, and CONSULTANT shall not be entitled to, any payment for Services performed before this Agreement's execution.

4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the 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 for the accomplishment of such services. 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. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at CONSULTANT'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. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

CONSULTANT represents that it has reviewed Exhibit A and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Exhibit A and within the times specified for each individual Project.

CONSULTANT represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.

The granting of any progress payment by CITY, or the receipt thereof by CONSULTANT, or any inspection, review, approval or oral statement by any representative of CITY or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 7 or lessen the liability of CONSULTANT for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.



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

9. Relationship of Parties. CONSULTANT is an independent Contractor and does not act as City's agent in any capacity, whatsoever. CONSULTANT is not entitled to any benefits that CITY provides to CITY employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the CONSULTANT's provision of Services, not the means, methods, or scheduling of the CONSULTANT's work. CONSULTANT shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. CONSULTANT shall pay all payroll taxes imposed by any governmental entity and shall pay all other taxes not specifically identified in this Agreement as CITY's responsibility.

10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT'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, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Prevailing Wage. CONSULTANT shall pay prevailing wages to its employees on any contract in excess of \$1,000.00. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City's Public Works Department and may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>]. CONSULTANT shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. CONSULTANT and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. CONSULTANT shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement.

12. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees, directors, volunteers and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of CONSULTANT or its Subconsultants), cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, at law or equity, which may be brought against, or suffered or sustained by, City of Foster City or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees, directors, volunteers or agents that arise out of, pertain to, or relate to any negligence, recklessness, or willful misconduct of CONSULTANT, any Subconsultant, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

The duty of CONSULTANT 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 CONSULTANT to indemnify City of Foster 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.

CONSULTANT'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.

13. Insurance. Prior to execution of this Agreement, CONSULTANT shall furnish to CITY Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in EXHIBIT C, Insurance, which are attached and made a part of this Agreement. CONSULTANT shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in EXHIBIT C. In the event CONSULTANT fails to maintain any required insurance, and notwithstanding Paragraph 3 above, CITY may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due CONSULTANT under this Agreement (or CONSULTANT shall promptly reimburse CITY for such expense).

CONSULTANT 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 CONSULTANT 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 CONSULTANT.

14. Workers' Compensation. CONSULTANT 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 CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.

15. Non-Discrimination. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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.

16. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT 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: \_\_\_\_\_

CONSULTANT: \_\_\_\_\_  
(Fill in CONSULTANT Name, Address, Phone Number, Project Manager and Email Address for CONSULTANT)

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

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

19. 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.

20. Governing Law. This Agreement shall be deemed to have been executed in the County of San Mateo, California. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Any suit or action initiated by either party shall be brought in the County of

San Mateo, California unless the parties agree otherwise in a written amendment to this Agreement. 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.

21. 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.

22. Conflict of Interest. CONSULTANT represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, CONSULTANT represents to and agrees with CITY that CONSULTANT has disclosed any potential conflict of interest, and will have no future conflict of interest, in providing CITY services hereunder, including but not limited to, any interest (financial, share ownership, shared management, shared directors, or reporting responsibilities) CONSULTANT may presently have, or will have in the future, with respect to any other person or entity (including but not limited to potential suppliers, vendors, consultants, contractors, or regulatory agency) which may have an interest in the subject matter of the Services.

23. Liability of CITY.

Except as provided in Exhibit A, Services to be Provided by CONSULTANT and Exhibit C, Insurance, CITY's obligations under this Agreement shall be limited to the payment of the compensation provided for in Paragraphs 1, 3, and 4 of this Agreement,

Notwithstanding any other provision of this Agreement, in no event shall CITY be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.

CITY shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CONSULTANT, or by any of its employees, even though such equipment be furnished, rented or loaned to CONSULTANT by CITY. The acceptance or use of such equipment by CONSULTANT or any of its employees shall be construed to mean that CONSULTANT accepts full responsibility for and shall exonerate, indemnify, defend and save harmless CITY from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the CONSULTANT, its employees, CITY employees or third parties, or to property belonging to any of the above.

Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which CITY or CONSULTANT may have under this Agreement or any applicable law. All rights and remedies of CITY or CONSULTANT, whether under this Agreement or other applicable law, shall be cumulative.

24. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

25. Force Majeure. Except for defaults of subconsultants at any tier, CONSULTANT shall not be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of CONSULTANT, including without limitation failure to reasonably mitigate any adverse impacts (Force Majeure). Force Majeure events include the following:

Acts of God, fires, floods, earthquake, other natural disasters, epidemics and pandemics (other than COVID-19 or variants), abnormal weather conditions beyond the parameters otherwise set forth in this Article, nuclear accidents, strikes, lockouts, freight embargos, interruptions in service by a regulated utility, or governmental statutes or regulations enacted or imposed after the fact (together, "force majeure events").

Any Force Majeure event with a duration in excess of not less than 30 days entitles either party to terminate this Agreement with written notice to the other party, without further penalty or compensation.

26. Entire Agreement. This Agreement, including Exhibits A, B, C, and D comprises the entire Agreement.

[Signatures on Next Page]

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: \_\_\_\_\_  
Patrick Sullivan Mayor  
(for contracts \$50,000 or more)

ATTEST:

Dated: \_\_\_\_\_  
Priscilla Schaus, City Clerk

APPROVED AS TO FORM

Dated: \_\_\_\_\_  
Benjamin Stock, City Attorney

CONSULTANT

Dated: \_\_\_\_\_  
Type Name & Title of CONSULTANT  
Authorized to Sign

## EXHIBIT A

### **SERVICES TO BE PROVIDED, PAYMENTS, PROJECTS AND SCHEDULE, AND DELIVERABLES FOR MEDIAN AND EASEMENT MAINTENANCE 2025**

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

#### **Scope of Deliverables:**

#### **Scope of Services:** Street Median Landscape Maintenance Specifications

##### **I. LANDSCAPE MAINTENANCE SPECIFICATIONS**

##### **1. SCOPE OF WORK**

At all locations indicated in the List of Locations and Map of Locations attached hereto and hereinafter incorporated by reference as Attachment 1, 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 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 or City's representative.

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 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.

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 overuse 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 Locations

# on Map	Location/Description	Square Footage	Misc Notes
1	Altair Median ("Triangle")	2,020	
2	AM/PM "Wall"	2,615	
3	Balclutha Drive	2,500	
4	Beach Park "Wall" (Halsey/South Side)	6,000	
5	Beach Park "Wal" (North Side)	1,350	
6	Beach Park (Foster City Blvd to Edgewater)	48,220	
7	Beach Park Blvd. (Ice Plant) -Quarterly or upon request	6,500	Linear Feet



8	Bicentennial Bridge (Boxes and Clean up/either side)	1,800	
9	Boat Park Bridge (Landscaped area across from)	17,200	
10	Boat Park Bridge Sides (includes fence-line)	16,100	
11	Bounty Drive (Under tower)	5,692	
12	CalTrans Island	3,685	
13	Catamaran Bridge Sides (includes easements)	3,696	
14	Chess Drive	3,249	
15	Dock Area (Port Royal)	13,200	
16	East Third Ave	1,037	
17	Edgewater (Beach Park Blvd. Pitcairn)	29,220	
18	Edgewater (Pitcairn to Baffin)	20,660	
19	Edgewater (Hillsdale North to City Limit)	12,820	
20	Edgewater Blvd (Hillsdale to Beach Park)	8,100	
21	Edgewater Wall (Port Royal to Monterey)	30,260	
22	Foster City (Balclutha to Polynesia)	2,418	Linear Feet
23	Foster City (Bounty to Bridge)	8,350	
24	Foster City (Bridge to Marlin)	3,740	
25	Foster City (Fwy to Hillsdale)	12,670	
26	Foster City (Hillsdale to Balclutha)	2,280	
27	Foster City (Marlin to Beach Park Blvd)	9,617	
28	Foster City (Polynesia to Bounty)	9,225	
29	Foster City Blvd Bridge (opposite Marlin Cove/Both Sides)	8,960	
30	Hillsdale "Wall"	8,600	
31	Hillsdale Bridge Sides/Easement Twin to Rainbow	6,400	
32	Hilldale (Alair to Twin Bridges)	6,498	
33	Hillsdale (Bridge to Pilgrim)	20,165	
34	Hillsdale East of Rainbow Bridge	3,230	
35	Hillsdale (Edgeater to Alair)	1,380	
36	Hillsdale (Foster City Blvd to Shell Blvd)	8,375	
37	Hillsdale (Pilgrim to Foster City Blvd)	3,340	
38	Hillsdale (Shell to Edgewater)	6,840	
39	Marsh Drive	600	
40	Metro Center Blvd	600	
41	Pollux Court	22,176	
42	Polynesia Drive	2,135	
43	Port Royal Pedway (outboard/inboard to wood header and connecting pathways (4)	2,500	
44	San Miquiel Ln Beach Rip Rap	4,766	Linear Feet
45	Shell Blvd (Bounty to Beach Park Blvd)	420	
46	Shell Blvd (Bounty to Hillsdale)	18,500	

47	Shell Blvd (Hillsdale to Metro Center Blvd)	10,470	
48	Taurus Drive	10,560	
49	Vintage Drive	18,000	
50	Pedway Access Points	18,117	
		466,856	

END OF EXHIBIT A

EXHIBIT B  
FEE SCHEDULE

[Specify Consultant's hourly rates for which services hereunder shall be performed]

## EXHIBIT C

### INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in herein on the attached form. No substitute form will be accepted.

This is an Exhibit to, and made a part of and incorporated by reference to the Agreement dated [Date of Agreement](#), by and between [Consultant Name](#), hereinafter referred to as "**Consultant**", and the City of Foster City, hereinafter referred to as "**City**", providing for professional services.

1. **Consultant's Duty to Show Proof of Insurance.** Consultant, in order to protect City and its Council members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's acts, errors, or omissions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the City's authorized insurance representative, insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Consultant shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or City as an additional insured.

#### 1.1 Insurance Requirements

##### ☒ Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City ), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and five million dollars (\$5,000,000) aggregate.

\*Please note, the City will require a separate additional insured endorsement for the Commercial General Liability policy, listing the "City of Foster City, its Council members, officials, agents, officers, and employees".

☒ Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence.

☒ Workers' Compensation Insurance

Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Consultant shall require any Subconsultants to provide workers' compensation for all of the Subconsultants' employees, unless the Subconsultants' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each Subconsultant to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

☒ Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

☒ Installation Floater

Installation Floater, covering the work performed under this Contract, against all risks of direct physical loss. The policy shall cover the Contractor's labor, materials and equipment, including materials and equipment in transit or away from the project site, to be installed in the existing structure(s). The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders, subject to a deductible of not more than [\$10,000] payable by Contractor.

☒ Cyber Liability Insurance

Cyber Liability Insurance, covering network risk and cyber liability (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

1.2 Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to City and must be approved by the City Risk Manager.

1.3 Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, . Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii)

purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

## **2. City as Additional Insured**

On Consultant's Commercial General Liability and Automobile policies, the City, its Council members, officers, directors, agents, employees, and volunteers, shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 1 1 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 1 1 85.

## **3. Insurance terms and conditions:**

### **3.1 Cancellation of Insurance**

The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

3.2 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the City Risk Manager.

3.3 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The City will not accept such coverage unless the City determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

3.6 Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Consultant, City shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Consultant agrees to reimburse City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

3.8 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Consultant and its subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Consultant's fees under this Agreement (and the fee of its subconsultants under subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Consultant and its subconsultants by virtue of the City's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Consultant's and subconsultants policies. Construction Manager and its subconsultants shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

## **ATTACHED**

1. Insurance Coverage Form

**EXHIBIT C**

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:** \_\_\_\_\_

**Contract Administrator**

<b>Endorsement and Certificates of Insurance Required</b>	<b>Insurer</b>	<b>Policy No.</b>
<input type="checkbox"/> 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)		
<input type="checkbox"/> <b>General Liability:</b> (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}		
<input type="checkbox"/> <b>Auto Liability:</b> 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.		
<input type="checkbox"/> <b>Other: [Cyber Liability, Installation Floater, etc.]</b>		
<b>Certificates of Insurance Required (no endorsement needed) (Check all that apply)</b>	<b>Insurer</b>	<b>Policy No.</b>
<input type="checkbox"/> <b>Workers Compensation:</b> 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.		
<input type="checkbox"/> <b>Professional Liability:</b>		

**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:** \_\_\_\_\_

**TELEPHONE: (        )** \_\_\_\_\_ **DATE ISSUED:** \_\_\_\_\_

EXHIBIT D

**COVID-19 AMENDMENT/ATTACHMENT  
(Consulting Agreement Form)**

This COVID-19 Amendment/Attachment amends the Agreement between \_\_\_\_\_ (“City”) and \_\_\_\_\_ (“Consultant”) dated \_\_\_\_\_.

**1. Definitions**

A. The 2019 novel coronavirus and the disease it causes are collectively referred to herein as “**COVID-19**”.

B. A “**COVID-19 Condition**” is something attributable to COVID-19 not caused by the Consultant (which for purposes herein includes all subconsultants) and beyond its reasonable control including but not limited to COVID-19 Proclamations and supply chain disruptions due to COVID-19, and other circumstances concerning COVID-19 not caused by the Consultant and which are beyond its reasonable control.

C. A “**COVID-19 Proclamation**” includes but is not limited to orders, directives and guidance concerning COVID-19 that have been issued, and which may be issued from time to time, by public agencies or regulatory bodies, the CDC or OSHA or Cal/OSHA, including without limitation the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards. Consultant acknowledges that those orders, directives and guidance may require the Project to shut down or otherwise increase the Consultant’s cost or time of performance by calling for things such as social distancing and the use of personal protective equipment. In the event of conflicting COVID-19 Proclamations, the Consultant shall follow the most applicable, restrictive and newest COVID-19 Proclamations.

D. An “**Unknown COVID-19 Condition**” is a COVID-19 Condition the Consultant did not know about, and reasonably should not have known about, as of the date the Consultant submitted its proposal. The requirements contained in COVID-19 Proclamations issued before submission of a proposal are not Unknown COVID-19 Conditions, and the Consultant will be deemed to have knowledge of those requirements.

E. An “**Unknown COVID-19 Cost**” is a cost that: (i) is solely attributable to an Unknown COVID-19 Condition; (ii) is reasonable and unavoidable under the circumstances; (iii) is not the result of the Consultant’s failure to comply with the contract documents or a COVID-19 Proclamation; and (iv) is not the result of a subconsultants failure to comply with a COVID-19 Proclamation in connection with the performance of the Services.

**2. COVID-19 Conditions and Proposal.** Consultant is expected to know and is deemed to have known about COVID-19 Conditions when it submits its proposal, and COVID-19 Conditions must be accounted for in the Consultant’s price and schedule. In

order to be entitled to any relief from a COVID-19 Condition, the Consultant must demonstrate that the issue, cost or delay is due to an Unknown COVID-19 Condition.

### **3. Compliance with COVID-19 Proclamations.**

A. Consultant shall comply with COVID-19 Proclamations in the performance of the Services, irrespective of when the COVID-19 Proclamations are issued, and as they pertain to performance of the Services. The cost of such compliance is non-compensable, except as otherwise expressly stated herein.

B. Consultant is responsible to ensure that its subconsultants and suppliers comply with COVID-19 Proclamations at all times in connection with the performance of their Services.

**4. Delay.** The Consultant is entitled to a reasonable time extension for an Unknown COVID-19 Condition. Such time extension is non-compensable.

**5. City Directed Suspension.** The City may suspend Services due to COVID-19 health concerns, even though the Consultant may be allowed to proceed with the Services based on COVID-19 Proclamations. The City may suspend the Services for its convenience. The Consultant is entitled to a time extension for a City Directed Suspension, and the contract amount will be equitably adjusted if and to the extent Consultant incurs increased costs that are Unknown COVID-19 Costs.

**6. Compensation for COVID-19 Costs.** City will reimburse the Consultant for Unknown COVID-19 Costs that are not included in the schedule of values.

**7. Safe Work Practices.** Consultant shall implement safe work practices recommended by CDC or OSHA or Cal/OSHA, which may include, inter alia, screening all employees, subconsultants, or others ("worker(s)") at all locations where Services are performed for signs and symptoms of COVID-19; adopting staggered work schedules, e.g., providing alternating workdays or extra shifts, to reduce the total number of employees on a site at any given time and to ensure physical distancing; identifying choke points where workers are forced to stand together, such as hallways and elevators, ingress and egress points, break areas, and buses, and implement policies to maintain social distancing; coordinating deliveries in line with the employer's minimal contact and cleaning protocols; and instituting a rigorous housekeeping program to reduce dust levels at all exterior locations. Consultant remains fully responsible for following and complying with changes to recommended safe work practices from time to time.

**8. Monitoring and Reporting.** City may require the Consultant to actively monitor the health of its workers through temperature checks and questionnaires of major COVID-19 symptoms, including but not limited to cough, fever above 100.4 degrees Fahrenheit and shortness of breath. Consultant shall immediately report to City any outbreaks of COVID-19 among its workers. The Consultant shall not knowingly allow any worker

who has tested positive with COVID-19 to enter a City building. In the event of an outbreak or an exposure to COVID-19, the City may impose appropriate mitigation strategies which may be in consultation with the public health officer.

**9. Conflicts.** In the event of an inconsistency between this COVID-19 Amendment and the Agreement, this Addendum shall control.

*[Signatures on Next Page]*

IN WITNESS WHEREOF, the City and Consultant have executed this Covid-19 Amendment as of the date set forth above.

CONSULTANT:

CITY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_