

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND OTIS ELEVATOR COMPANY.**

This Agreement is entered into this \_\_\_\_ day of November, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Bayscape Landscape Management, hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of professional financial consulting services.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rate
- Attachment I – Pricing Sheet
- Attachment II – Addendums
- Attachment III – Bid Documents

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Eight-hundred and eighty-five thousand dollars (\$885,000.00). (\$681,500 for the monthly maintenance work, \$3,500 for the lawn replacement plus \$200,000 for any County-approved, unforeseen repairs outside of the maintenance

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scope of work, based on the hourly rates listed in this agreement). Contractor must obtain written consent before making any unforeseen repairs, which would then be billed out separately from the monthly invoices. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

#### **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 1, 2021, through November 30, 2024.

#### **5. Termination**

This Agreement may be terminated by Contractor or by the County at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

#### **6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

#### **7. Relationship of Parties**

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Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. **Hold Harmless**

a. **General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. **Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided

any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates

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shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability...      \$1,000,000
  
- (b) Motor Vehicle Liability Insurance...      \$1,000,000
  
- (c) Professional Liability.....      \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**12. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of

any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for

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overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Ann Stillman, Interim Director of Public Works  
Address: 555 County Center, 5<sup>th</sup> Floor, Redwood City, CA 94063  
Telephone: 650-363-4100  
Facsimile: 650-361-8227  
Email: [astillman@smcgov.org](mailto:astillman@smcgov.org)

In the case of Contractor, to:

Name/Title: Tom Ellington  
Address: P.O. Box 880  
Telephone: (408) 288-2940  
Facsimile: (408) 392-9014  
Email: [tome@bayscape.net](mailto:tome@bayscape.net)

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

**For Contractor:** Bayscape Landscape Management

 9/23/21 TOM ELLINGTON  
Contractor Signature Date Contractor Name (please print)

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**For County:**

By:

President, Board of Supervisors, San Mateo County

ATTEST:

By:

Clerk of Said Board

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**Exhibit A**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

## SCOPE OF WORK AND SPECIAL PROVISIONS

These services shall be carried out by trained service technician(s) at all times. The Contractor is responsible for all aspects of landscape maintenance during the term of the agreement. All work is to be performed during normal business hours.

### Description:

Landscape maintenance preserves and sustains the quality of a landscape. Landscapes are generally designed with a given style, formal or informal. Proper maintenance maintains the intended design concept.

### Work Included:

Maintenance of plantings, irrigation and drainage systems, debris removal and other related work.

### Quality Assurance:

Contractor must be properly licensed and registered to perform pest and weed control work described below.

### Site Conditions:

Existing conditions Contractor shall inspect the entire site and be familiar with the requirements and growth habits of all existing plant material.

Environmental conditions Contractor shall advise the Facilities Manager of serious disease or pest problems and any other conditions which may be detrimental to the condition of the landscape.

### Scheduling:

Maintenance services shall be provided on a weekly basis, Monday through Friday, between the hours of 6:00 a.m. and 6 p.m. A schedule of work must be provided in advance to the Facilities manager.

### Warranty:

- A. Contractor shall furnish all supervision, labor, materials and equipment necessary for the complete maintenance of all landscaped areas.
- B. Plant materials shall be maintained in a healthy and vigorous condition, irrigation and drainage systems kept in good working order, and the general site kept clean, and free of litter, or debris and notify the Facilities Manager of any graffiti.
- C. Contractor shall restore or replace any trees, shrubs, ground covers, lawn, perennials, annuals, or irrigation components damaged by Contractor's action or lack of action.

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- D. Contractor shall not be responsible for the following, unless specifically agreed upon:
1. Pruning and pest control of trees above 15 feet in height;
  2. Replacement of plant material damaged or destroyed by storms, or other causes beyond the contractor's control;
  3. Thatching of turf grass areas;
  4. Damage caused by rodents and or other pests.

**Equipment:**

Contractor shall provide and maintain all equipment necessary to properly complete the maintenance work. Equipment shall be safe, proper, efficient, and suited to, and for, the job. All cutting blades shall be kept properly sharpened. All equipment must have all required safety devices in place and in operation.

All equipment used must comply with Bay Area Air Quality standards. You must also observe spare the air day requirements.

**Inspection:**

The Contractor shall, at least once a week, inspect all areas covered by an automatic irrigation system for any malfunction. Approximately thirty (30) days prior to the termination of the contract, a comprehensive test of all irrigation systems shall be made by a Public Services Department representative. Any repairs deemed the contractor's responsibility shall be made by the contractor prior to the end of the contract period.

If repairs made are not to the Facilities Manager or Director of Public Works and Parks or his designee's satisfaction, deductions shall be made in the final contract payment to cover the cost of eliminating the discrepancies determined by the Director of Public Works and Parks or his designee.

**PRODUCTS**

**Fertilization – General**

Contractor will use a complete fertilizer (nitrogen, phosphorus, and potassium) equal to or better than Turf Gold 22-5-5. The contractor will put on fertilizer at the following times and rates:

First application of fertilizer is in early spring, second application in early fall. The rate will be one pound of nitrogen per thousand square feet, per application.

Contractor MUST submit monthly use reports to the San Mateo County Department of Agriculture per California Department of Pesticide Regulations. <http://www.cdpr.ca.gov/docs/pur/purmain.htm>. (Division 6. Pesticides and Pest Control Operations, Chapter 1. Pesticide Regulatory Program, Subchapter 1. Definition of Terms)

**Fertilizers:**

Commercial fertilizers may be pellet, tablet, granular, or liquid form and must conform to the requirements of the California Food and Agriculture Code. Choice of fertilizers shall be based on soil fertility tests and/or the specific plant requirements.

**Pesticides:**

Pesticides should not be used. If they are absolutely necessary, all pesticides MUST be registered in the State of California and conform to all requirements of the California Food and Agriculture Code. Please see the County's IPM policy (See Attachment "E").

**Herbicides:**

All herbicides MUST be registered in the State of California and conform to all requirements of the California Food and Agriculture Code.

**Growth Regulators:**

Growth regulators must be registered in the State of California and conform to all requirements of the California Food and Agriculture Code.

**EXECUTION**

**Trees: (Trees under 15 feet tall only) all trees taller than 15 feet fall under the County's care)**

- A. Pruning
  1. Tree pruning will be accomplished on a periodic basis to regulate size, improve shape and symmetry and to promote proper blooming and growth characteristics, at least one time a year.
  2. All trees shall be allowed to grow to their natural genetic form and size, unless specifically accepted.

3. Tree pruning shall have two basic objectives: to promote structural strength and to accentuate the natural form and features of the tree.
  4. Branches of all trees, regardless of overall height, will be pruned up to a height of 15 feet for the purpose of safety and security, i.e. clearing of security cameras or obstruction of pedestrian and vehicular traffic.
  5. The primary pruning of deciduous trees shall be done during the dormant season. Damaged trees or those that constitute health or safety hazards shall be pruned at any time of the year, as required.
  6. Under no circumstances shall mature trees be topped nor shall young trees be stripped of lower branches (“raised up”). Lower branches shall be retained in a “tipped back” or pinched condition with as much foliage as possible to promote callipered trunk growth (“tapered trunk”). Lower branches shall be cut off only after the tree is able to stand erect without staking or other support.
  7. Trees with a strong center leader and conical (pyramidal) shape generally need little or no pruning. As a rule, the single central leader shall never be cut back, as this will create an unnatural multi-leader form and an abundance of weak vegetative growth.
  8. Trees with multi-leaders or a branched main trunk system shall be pruned to select and develop permanent scaffold branches which have vertical spacing from 18 to 24 inches and radical orientation so as not to overlay one another. This is done to eliminate narrow, V-shaped branch forks that lack strength, to maintain growth within space limitations, and to maintain a natural appearance.
  9. Conifers shall be thinned out and shaped only when necessary, to prevent wind and storm damage.
  10. Proper side branch removal requires cutting at the main trunk just beyond the branch bark ridges.
  11. All suckers and water sprouts and crisscrossing dead, diseased, broken, and heavy-laden side branches shall be removed to thin crown for less wind resistance.
- B. Irrigation
1. Trees have deep root systems. Soil conditions shall be monitored closely for both under-watering and over-watering.
  2. Frequency and duration of irrigation shall be dictated by the requirements of the specific trees.
  3. All trees shall be probed with a soil-sampling probe to a depth of 24 inches at least every 45 days to ascertain the subsoil conditions. A saturated condition is an indication of drainage problems or excessive irrigation and shall be corrected as soon as possible.
- C. Fertilization
1. Most trees shall be fertilized annually, in the spring, with a complete fertilizer.
  2. Fertilization of mature trees shall be required only if the trees show a definite need for fertilization.

3. Apply fertilizer around the tree, approximately halfway between the base and dripline, at a rate of one-half pound of actual nitrogen per inch of trunk diameter measured at four feet above the soil surface.
- D. Staking and Guying
1. The purpose of staking and guying trees is to support and protect young trees until such time as they can stand alone.
  2. All tree stakes, guys, and ties shall be maintained to properly support the tree and shall be inspected every 90 days, to prevent girdling or chafing of trunks or branches or rubbing that may cause bark wounds.
  3. Stakes and guys shall be removed when no longer required for support.
- E. Tree wells
1. Bare soil wells shall be maintained around all trees. A circle with a radius of 12 inches beyond the bark of the tree shall be maintained free of grass, ground covers, and weeds.
  2. Grasses and weeds shall be removed or sprayed with a contact herbicide (see Weed Control)

**Shrubs and Vines:**

- A. Pruning
1. The general objectives for pruning of shrubs and vines are to maintain growth within space limitations, to maintain a natural appearance, to eliminate diseased or damaged growth, and to select and develop permanent branches.
  2. General pruning shall be done in late winter. Minor pruning may be done at any time.
  3. Shrubs shall be pruned to conform to the design concept of the landscape.
  4. Individual shrubs shall not be clipped into balled or boxed forms, except in formal gardens.
  5. Vines shall be pruned to control growth and direction, and shall be kept “in-bounds” and not allowed to grow over windows, doors, gates, or other structural features.
  6. All pruning cuts shall be made to lateral branches or buds or flush with trunk or main stem. Pinching or light heading back of terminal buds on selected shrub species promote bushiness. To prevent legginess (sparse lower branches), shrubs shall be maintained with the lower foliage wider than the upper foliage. This practice allows more light to reach the lower foliage.
  7. Shrubs forming a hedge should be pruned in a pyramid shape with a 10 degree angle leaning from the bottom towards the top of the plant to maintain shoulder room when walking along sidewalks or pathways. (see Facilities Manager for clarification, if necessary)
- B. Irrigation
1. Frequency and duration of irrigation shall be dictated by the specific requirement of the shrubs and vines.

2. Soil moisture checks of representative plants in the landscape shall be made bi-monthly, using a soil-sampling probe or other approved tool.
  3. Consideration shall be given to the ground covers growing in shrub areas. Irrigation scheduling shall be based on the requirements of the shallowest rooted plants in the area.
- C. Fertilization
1. Most shrubs and vines shall be fertilized annually. Plants that have reached maturity may not require annual fertilization. Plants requiring continual or annual pruning, due to space limitations or espaliering, may require more frequent fertilization.
  2. All actively growing plants not yet at maturity shall be fertilized once per year in the spring (March or April). Apply an appropriate slow-release, long-lasting nitrogen fertilizer, controlled-release fertilizer, or plant tablets at the manufacturer's recommended application rate.
- D. Staking and Tying
1. Contractor shall maintain a continuing program of staking, tying and otherwise insuring that all plants, tree, shrubs, vines and other types of plants requiring training or support shall be securely fastened to stakes, walls, fences, lattices or other appurtenances necessary to maintain plants in a proper upright manner to effect a neat appearance and to insure that proper growth is maintained. Plants shall be inspected regularly and tight or worn ties loosened or replaced.

**Groundcover Maintenance:**

- A. Edging
1. Established ground covers bordering sidewalks or curbs shall be edged as often as necessary to provide a clean, crisp line at all times.
  2. Ground covers shall not be allowed to touch or cover the crowns of shrubs and trees.
- B. Irrigation
1. Ground covers shall be irrigated according to the water requirements of the plants. Because both trees and shrubs are often planted in ground cover areas, irrigation shall be made with the water requirements of all plants considered.
  2. Moisture checks shall be made periodically by use of a soil probe in various ground cover areas. These checks shall be used as a guide in water requirements.
- C. Fertilization
1. Fertilization shall coincide with the ground cover growing season. One application of a complete fertilizer applied in the spring, per manufacturer's recommended application rate, is generally adequate for established ground covers.
  2. Young or sparse ground cover areas require a minimum of two applications of fertilizer: one in early spring and again in late spring or early summer.
- D. Renovation

1. Ground covers will develop a thatch layer with age. This mat of old stems (thatch) is not only unsightly, but harbors a great number of insects, rodents and other undesirable pests.
  2. Renovation of ground covers is normally done at the end of the dormant season, and will reduce the thatch and revitalize the appearance of the ground cover.
- E. Coverage
- In order to establish complete coverage within a maximum of two growing seasons, ground cover plantings shall be kept healthy and actively growing with proper irrigation and fertilization.

General information: All areas planted in groundcovers shall be adequately irrigated and fertilized to maintain vigorous growth. Groundcover beds shall be periodically edged to keep them in their intended space. Groundcovers shall not be allowed to encroach into lawns, shrub beds, or other areas deemed as undesirable by the Facilities Manager, the Director of Public Works & Parks or his designee.

Groundcover plantings shall be periodically thinned and pruned for vigorous growth and overall appearance of the site. The spaces between plants shall be regularly cultivated.

**Lawns:**

- A. Mowing
1. Turfs shall be mowed weekly during the growing season and at other times as needed.
  2. As a general rule, warm season grasses are mowed shorter than cool season grasses. Begin mowing at one-half inch in the spring and slowly adjust to one inch by late summer and early fall. Avoid scalping during the growing season.
  3. Clippings shall either be caught or vacuumed from the lawns.
- B. Edging
1. All lawn edges along sidewalks and curbs, as well as shrub or ground cover border areas, shall be edged at least every two weeks during the active growing season, March through October, and as required for appearance for the remainder of the year.
  2. Edging shall be performed with a blade type mechanical edger. The cut edge shall appear as a clean, smooth line.
  3. Obstacles within the lawn areas shall be edged to maintain a grass-free clear space of two inches in width.
  4. Lawn sprinkler heads shall only be edged to allow for proper distribution of water.
- C. Irrigation
1. Lawns shall be irrigated at such frequency, as weather conditions require. Soil moisture within the root zones shall remain constant and adequate during the growing season.

2. Lawns shall not be watered on the day prior to mowing. Wet soil conditions usually promote disease and soil compaction.
3. Lawns shall be irrigated at night or early morning. Wherever possible, intermittent applications during the irrigation period shall be used to increase penetration, eliminate runoff, and comply with the County of San Mateo regulations.

D. Fertilization

1. Depending on type of grass, normal requirements of actual nitrogen are five to nine pounds per 1,000 square feet per year.
2. Availability of nitrogen shall be as even as possible. Not more than one pound per month shall be applied during the growing season.
3. Fertilizers shall be applied per the manufacturer's recommendations.

**Irrigation Systems:**

A. General

1. Contractor will be responsible for all parts and maintenance from the control valve to the sprinkler heads.
2. Proper irrigation system maintenance shall include the overall supervision of the system, controller scheduling, routine adjustments, and necessary repairs.
3. Failure of the system to provide full and proper coverage shall not relieve the Contractor of providing adequate coverage.

B. Controller Scheduling

1. A qualified person shall be completely responsible for operating the irrigation systems, with the duties of adjusting controllers, observing the effectiveness of the irrigation system, and making minor adjustments to the system. Best watering management practices shall be used and not limited to below.
2. The irrigation programs shall be adjusted to conform to plant requirements, soil and slope conditions, weather, and change of season, within the limitations of the system.
3. Water shall not be applied at a rate higher than the infiltration rate of the soil. Irrigation time clocks shall be set for two (2) ten-minute cycles instead of one longer continuous cycle to avoid run off water.
4. A soil sampling probe and/or tension meter shall be used regularly to evaluate actual soil moisture levels and irrigation schedule.

5. Automatic irrigation controllers shall be rescheduled, as necessary, to avoid water waste and runoff, and shall be turned off during periods of rain.
  6. In windy areas the controllers shall be set to operate during periods of low wind velocity.
  7. Watering schedules shall be arranged so as not to interfere with the use of the facility.
  8. A chart shall be maintained to record current irrigation programs including day, times, and length of watering for each station and program for each controller.
- C. System Maintenance
1. The irrigation system shall be maintained for optimum performance. This shall include cleaning and adjusting all sprinkler heads and valves for proper coverage.
  2. Inspections of the irrigation system, in operation, shall be made weekly or as needed during summer months, April through October, and biweekly November through March, to detect any malfunctioning of the system.
  3. All malfunctioning equipment shall be repaired prior to the next scheduled irrigation.
  4. All replacement heads shall be of the same manufacturer, type, and application rates.

**Drainage Systems:**

- A. Good drainage is essential for healthy and vigorous plant growth, and systems must be routinely checked for blockage which could cause ponding, flooding, and excessive saturation of the soil and plant root zones.
- B. Surface draining swales shall be kept free of leaves, debris, and sediment accumulations.
- C. Underground drainage systems shall be flushed with water at least twice a year, summer and winter, to avoid plugged pipes.

**Disease and Pest Control:**

- A. All chemicals MUST be applied under the strict supervision of a licensed and qualified pest control applicator, per the manufacturer's recommended label application procedures, and the laws regulating pesticide application.
- B. Plants and lawns shall be maintained in healthy condition such that they are able to withstand minor disease and insect damage without controls. Routine applications of pesticides are not permitted, as this practice destroys natural predator-prey relationships in the environment.
- C. In general, incidence of serious disease and insect problems shall be minimized by proper fertilization and irrigation practices.
- D. Where unusually high infections or infestations occur, an accurate identification of the disease or insect shall be made and the control product selected with care, prior to application.
- E. Insecticidal soaps shall be utilized whenever possible.

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- F. Snails and slugs shall be controlled with recommended baits and sprays.
- G. Rodents such as gophers and moles shall be trapped or controlled with appropriate baits.
- H. Please review County's IPM policy (Attachment "D").
- I. Must provide County with written report for all pesticide, herbicide and chemical usage. Report should list the product type, name and usage by volume per square foot.

**Weed Control:**

- A. Use of Herbicides – Herbicides may be used to control and inhibit weed growth, but must be selected with extreme care. Pre-plant, pre-emergent, contact, and trans-located herbicides are available. Some herbicides can cause damage to plant material. Herbicides must be applied in strict accordance with manufacturer's label application procedures.
- B. Tree Wells – Contact herbicides may be used to control the growth of weeds and grasses in tree wells but shall not be used more than once a month. Avoid spray contact with the tree bark. Pre-emergent herbicides may be used. Caution must be exercised to avoid damage to adjacent lawns or ground covers.
- C. Shrub and Ground Cover Areas – Shrub and ground cover areas shall be maintained free of weeds and grasses. Herbicides may be used to control weed growth. Careful consideration shall be given to the choice of materials used, since some herbicides do damage to turf grass and some ground covers. Contractor shall use caution in application in areas adjacent to lawns or ground covers.
- D. Lawns
  - 1. Weeds infestations shall be discouraged by proper maintenance, including but not limited to proper mowing, proper watering, and proper fertilization.
  - 2. Any and all deficient practices shall be corrected.
  - 3. Before selecting and applying herbicides to lawn, the type of weed shall be carefully identified.
  - 4. Herbicides shall be used as little as possible. Only when necessary shall herbicides be used as a means of swinging the weed-grass competition in favor of the turf grass.
- E. Other Weed Control – Weeds shall not be allowed to grow in paved areas such as driveways, curbs, walks and paths. Weeds can be removed manually or herbicides may be used for control. The use of weed oil, diesel fuel, or other staining or damaging materials is not allowed. Dead weeds shall be removed from all pavements.

**Bioswales:**

- A. Please see attachment "E" for County's Stormwater Control Measures Policy requirements.

**Debris Removal:**

- A. Litter and trash including but not limited to leaves, rubbish, paper, bottles, cans, and other debris shall be removed from all landscaped areas of the site on a weekly basis.
- B. Graffiti shall be reported to the facilities manager as soon as possible.
- C. All refuse from the maintenance operation shall be disposed of properly.

## FINGERPRINTING AND BACKGROUND CHECKS

## PREVAILING RATES

The services contemplated under this procurement include “public works”. For all such work funded by this Agreement, the Contractor is required to comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for any “public works” as that term is defined in the statutes, including all applicable flowdown provisions. For purposes of complying with prevailing wage laws, the Contractor must comply with the provisions applicable to an awarding body.

*A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.*

Included is a link to Labor Code 1771.1 for your convenience: [Labor Code 1771.1 - link](#)

## Attachment E



# ADMINISTRATIVE MEMORANDUM COUNTY OF SAN MATEO

**SUBJECT:** Operation and Maintenance of Stormwater Control Measures at County Regulated Sites Policy

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### **Purpose**

This Administrative Memorandum shall serve as the legally enforceable mechanism that assigns responsibility to the County of San Mateo of operation and maintenance (O&M) of stormwater control measures at County of San Mateo Regulated Sites, pursuant to Provision C.3.h.ii(1)(d) of National Pollutant Discharge Elimination System (NPDES) Permit No. CAS612008. Regulated Sites include Regulated Projects, offsite locations, and joint or Regional Projects as defined by Provision C.3.b.

### **Policy**

The San Francisco Bay Regional Water Quality Control Board (Water Board) adopted Order No. R2-2015-0049 (Permit No. CAS612008) San Francisco Bay Municipal Regional Stormwater Permit (herein referred to as the Municipal Regional Permit, or MRP). The MRP regulates the discharge of stormwater runoff from municipal separate storm sewer systems (MS4s) for 76 agencies, which includes the County. The MRP allows the County to operate its MS4 which captures and discharges stormwater to local surface water bodies, such as creeks, rivers, and engineered drainages under the applicable provisions of the MRP. Provision C.3.h requires the County to operate and maintain stormwater control measures at County Regulated Sites for the life of those projects.

This policy serves as the County's statement for accepting legal responsibility for the O&M of stormwater control measures at County Regulated Sites. The County shall operate and maintain stormwater facilities in conformance with the plans and specifications developed to comply with the MRP. The County shall not destroy or remove the stormwater facilities nor modify the stormwater facilities in a manner that lessens their effectiveness, and shall adequately maintain the stormwater facilities in good working order. This includes all pipes, channels or other conveyances built to convey stormwater facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as maintaining the described facilities in good working condition so that these facilities continue to operate as originally designed and approved.

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The San Mateo County Operation and Maintenance of Stormwater Control Measures Guide includes a list of County Regulated Sites, roles and responsibilities, and a description of long-term maintenance activities.

## **Bioretention Areas:**

### **Description**

Bioretention areas<sup>1</sup>, or “rain gardens,” are concave landscaped areas that function as soil and plant-based filtration devices that remove pollutants through a variety of physical, biological, and chemical treatment processes. Bioretention areas can be any shape, including linear. Linear bioretention areas are sometimes referred to as bioretention swales. Bioretention areas normally consist of the following layers, starting from the top: a surface ponding area, a layer of mulch, planting soil and plants, and an

underlying rock layer with an underdrain that connects to the municipal storm drain system.

Bioretention areas are designed to distribute stormwater runoff evenly within the surface ponding area. The water is temporarily stored in the ponding area and infiltrates through the planting soil, which is engineered to have a high rate of permeability. From there, the water filters down into the underlying rock layer.

The rock layer of the bioretention area may be designed to either maximize infiltration or prevent infiltration to the underlying soils. In bioretention areas that maximize infiltration, the underdrain is raised at least 6 inches above the bottom of the rock layer, and there is no liner between the rock layer or planting soil and the surrounding soils. Maximizing infiltration is only allowed where conditions are suitable for infiltration – check with the geotechnical engineer. Where infiltration is precluded, the bioretention area is fully lined with waterproof material, and the underdrain is placed at the bottom of the rock layer.

### **Maintenance Activities**

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

The Inspection and Maintenance Checklist should be used to conduct inspections monthly (or as needed), identify needed maintenance, and record maintenance that is conducted.

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<sup>1</sup> A bioretention area that is unlined and has a raised underdrain in the underlying rock layer to promote infiltration may also be called a “bioinfiltration area”.

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

## Bioretention Area Inspection and Maintenance Checklist

Property Address: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Treatment Measure No.: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_ Type of Inspection:   
Monthly  Pre-Wet Season

After heavy runoff  End of Wet Season

Inspector(s): \_\_\_\_\_

Other: \_\_\_\_\_

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

**County of San Mateo**  
**Integrated Pest Management (IPM) Policy**

**GOAL**

The County of San Mateo (County) 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 owned or managed by the County to the maximum extent practicable.

**IMPLEMENTATION**

1. Employees implementing pest management operations will use Integrated Pest Management (IPM) techniques that emphasize non-pesticide alternatives where feasible and, when necessary, employ the least toxic chemicals. Preference will be given to IPM certified contractors or contractors who implement IPM. County departments and their contractors that apply pesticides will develop and maintain an active IPM Plan to ensure the long-term prevention and suppression of pest problems with minimum negative impacts on the health and safety of the community and environment. The County will track employee and contractor pesticide use and prepare an annual report summarizing pesticide use and evaluating pest control activities performed.
  
2. The County shall encourage pilot projects to demonstrate landscape and structural pest control alternatives, seeking to use the most recent technology, best management practices and least toxic methods for all pest control measures. Pilot projects should include an objective analysis of the effectiveness of the alternative techniques applied.
  
3. The County will review its purchasing procedures, contracts or service agreements with pesticide applicators and employee training practices to determine what changes

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can be made to support the goal of pesticide reduction and promote the purchase and use of the least harmful chemicals.

4. The County 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.

5. The contractor shall be IPM certified or in the process of obtaining an IPM certification within 6 months of the Contract signing. The first method of treatment shall be using the best IPM methods to control and or eradicate pests within County facilities. Pesticides with the least amount of toxic chemicals shall be used only if the IPM methods are found to be ineffective or economically infeasible.

## DEFINITIONS

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. Antimicrobial agents are not included in this definition of pesticides. In general, the intent of antimicrobial agents is to reduce or mitigate the growth or development of microbial organisms.

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 shall be used only if the above techniques are found to be either ineffective or economically infeasible. Pesticide use shall be in accordance with established guidelines, and treatments shall be made with the goal of removing only target organisms. Pest control materials shall be selected and applied in a manner that

minimizes risks to human health, beneficial and non-target 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); cultural controls (e.g., mulching, discing, or alternative plant type selection); and reduced risk chemical controls (e.g., soaps or oils).

County owned or managed property includes but is not limited to: parks and open space; golf courses; roadsides; landscaped medians; flood control channels; buildings, structures, and other outdoor property owned or managed by the County.

## Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. **Amount and Method of Payment**

In consideration of the above services provided by the Contractor, County shall pay Contractor within 30 days upon receipt in our Accounting Department, of a written itemized monthly invoice identifying the Agreement number, location of work, specific work completed and breakdown of charges. The approved total **not-to-exceed** amount shall be **\$685,000 (six hundred and eighty-five thousand)** over the terms of three years.

**Initial Lawn Replacement**

Contractor and the Facilities Services Manager will discuss the replacement of the lawn located in front of the COB at County Center. Together they will establish a timeline as to when the lawn will be replaced. When to the satisfaction of the County, the lawn is replaced, the contractor will be eligible for payment for the lawn replacement outlined in Attachment II, up to **\$3,500 (three thousand and five-hundred dollars)**.

Invoices are to be submitted to:  
Department of Public Works – FMO  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063

2. **Expenses**

Reasonable and necessary expenses related to the services performed and actually incurred shall be reimbursed at cost upon County's review and approval of submitted expense report and backup documentation.

3. **Changes in Work**

The Director of Public Works or its designee representative may order changes, in writing, to the scope or character of work which are mutually acceptable, either decreasing or increasing the amount and duration of Contractor's services. In the event that such changes are ordered, Contractor shall be entitled to compensation of all work previously directed by County and performed Contractor prior to receipt of notice of change.

**FMO – FACILITIES**

**ATTENTION:**

**Gary Behrens – Facilities Services Manager**

**FACILITY**

**CODE:**

F18352  
F09302  
F59066  
F99273  
F29111  
F19071  
F19074  
F29076  
F19062  
F09101  
F99151  
F99079  
F99080  
F29091  
F19260  
F39125  
F99100  
F99075  
F59288  
F89602  
F09301  
F39301  
F99421  
F69415  
F39433  
F19401  
F89522  
F09531  
F69414  
F79452  
F19671

**LOCATION**

EPA Gov't Center  
Coast House  
Maguire Jail  
Law Library  
Agriculture Building  
COB  
COB II  
ROC  
Hall of Justice  
Grant Yard  
Lathrop House  
Parking Structure 1  
Parking Structure 2  
Radio Shop  
HSA District Office  
Fair Oaks Library  
North Fair Oaks Parking Lot  
Child Care Center  
Maple Street Correctional Center  
CDF #18  
Pacific Inn  
Animal Shelter  
CDF #17  
Camp Kemp  
Crime Lab  
YSC Bldg. 1  
Elections-Registration Building  
Construction Services Shop  
Children's Receiving Home  
Central Library  
No. County Probation

**HEALTH & HOSPITAL – FACILITIES**

**ATTENTION:**

**Win Maung – Facilities Services Manager**

**FACILITY**

**CODE:**

F38321  
F38546  
F39121  
F39123  
F39258  
F49441  
F39451  
F39474  
F09673  
F00468

**LOCATION**

Mike Nevin Clinic  
Coastside Clinic  
Cordilleras  
Canyon Oaks  
Fair Oaks Medical Clinic  
San Mateo Medical Center  
Health Services Building  
Serenity House  
SSF Clinic  
Miller Ave Parking Lot



## SERVICES AND LOCATIONS - BID SHEET

FACILITY CODE	WORK AUTH	LOCATION	ADDRESS	CITY	Monthly	ANNUAL 2021/22	ANNUAL 2022/23	ANNUAL 2023/24
F18352	B0001	EPA Gov't Center	2415 University Ave.	East Palo Alto	\$ 774	\$ 9,288	\$ 9,702	\$ 9,855
F09302	B0001	Coast House	230 Cabrillo Highway	Half Moon Bay	\$ 258	\$ 3,096	\$ 3,234	\$ 3,285
F59066	B0001	Maguire Jail	330 Bradford St.	Redwood City	\$ 258	\$ 3,096	\$ 3,234	\$ 3,285
F99273	B0001	Law Library Cohn Sorenson	710 Hamilton St.	Redwood City	\$ 387	\$ 4,644	\$ 4,851	\$ 4,928
F29111	B0001	Agriculture Building	728 Heller St.	Redwood City	\$ 323	\$ 3,876	\$ 4,043	\$ 4,106
F19071	B0001	COB I	455 County Center	Redwood City	\$ 387	\$ 4,644	\$ 4,851	\$ 4,928
F19074	B0001	COB II	555 County Center	Redwood City	\$ 387	\$ 4,644	\$ 4,851	\$ 4,928
F29076	B0001	ROC	501 Winslow Street	Redwood City	\$ 387	\$ 4,644	\$ 4,851	\$ 4,928
F19062	CB001	Hall of Justice	400 County Center	Redwood City	\$ 258	\$ 3,096	\$ 3,234	\$ 3,285
F09101	B0001	Grant Yard	752 Chestnut St.	Redwood City	\$ 323	\$ 3,876	\$ 4,043	\$ 4,106
F99151	B0001	Lathrop House	701 Hamilton St.	Redwood City	\$ 258	\$ 3,096	\$ 3,234	\$ 3,285
F99079	B0001	Parking Structure 1	440 Middlefield Rd.	Redwood City	\$ 516	\$ 6,192	\$ 6,468	\$ 6,570
F99080	B0001	Parking Structure 2	400 Middlefield Rd.	Redwood City	\$ 387	\$ 4,644	\$ 4,851	\$ 4,928
F29091	B0001	Radio Shop	702 Chestnut St.	Redwood City	\$ 129	\$ 1,548	\$ 1,617	\$ 1,643
F19260	B0001	HSA Dist. Office	2500 Middlefield Rd	Redwood City	\$ 387	\$ 4,644	\$ 4,851	\$ 4,928
F39125	B0001	Fair Oaks Library	2510 Middlefield Rd	Redwood City	\$ 387	\$ 4,644	\$ 4,851	\$ 4,928
F99100	B0001	North Fair Oaks Parking Lot	3070 Middlefield Rd	Redwood City	\$ 65	\$ 780	\$ 809	\$ 821
F99075	B0001	Child Care Center	401/403 Winslow	Redwood City	\$ 645	\$ 7,740	\$ 8,085	\$ 8,213
F59288	B0001	Maple Street Correctional Center	1300 Maple St	Redwood City	\$ 774	\$ 9,288	\$ 9,702	\$ 9,855
F89602	B0001	CDF #18	300 Edmonds Rd	Redwood City	\$ 129	\$ 1,548	\$ 1,617	\$ 1,643
F09301	B0001	Pacific Inn	2610 El Camino Real	Redwood City	\$ 258	\$ 3,096	\$ 3,234	\$ 3,285
F39301	B0001	Animal Shelter	12 Airport Blvd	San Mateo	\$ 387	\$ 4,644	\$ 4,851	\$ 4,928
F99421	BP013	CDF #17	320 Paul Scannell Dr.	San Mateo	\$ 258	\$ 3,096	\$ 3,234	\$ 3,285
F69415	B0001	Camp Kemp	400 Paul Scannell Dr.	San Mateo	\$ 387	\$ 4,644	\$ 4,851	\$ 4,928
F39433	B0001	Crime Lab	50 Tower Rd.	San Mateo	\$ 323	\$ 3,876	\$ 4,043	\$ 4,106
F19401	CB001	YSC	222 Paul Scannell Dr.	San Mateo	\$ 774	\$ 9,288	\$ 9,702	\$ 9,855
F89522	B0001	Elections-Registration Building	40 Tower Rd.	San Mateo	\$ 323	\$ 3,876	\$ 4,043	\$ 4,106
F09531	B0001	Construction Service Shop	30 Tower Rd.	San Mateo	\$ 323	\$ 3,876	\$ 4,043	\$ 4,106
F69414	B0001	Children's Receiving Home	31 Tower Rd.	San Mateo	\$ 517	\$ 6,204	\$ 6,468	\$ 6,570
F79452	BP001	Central Library Building	125 Lessingia Way	San Mateo	\$ 323	\$ 3,876	\$ 4,043	\$ 4,106
F19671	B0001	No. County Probation	1024 Mission Rd.	South San Francisco	\$ 1,033	\$ 12,396	\$ 12,936	\$ 13,140
F38321	BH001	Mike Nevin Clinic	380 90th St.	Daly City	\$ 387	\$ 4,644	\$ 4,851	\$ 4,928
F38546	BH001	Coastside Clinic	225 S. Cabrillo Hwy	Half Moon Bay	\$ 259	\$ 3,108	\$ 3,234	\$ 3,285
F39121	BH001	Cordilleras	200 Edmonds Rd.	Redwood City	\$ 516	\$ 6,192	\$ 6,468	\$ 6,570
F39123	BH001	Canyon Oaks	400 Edmonds Rd.	Redwood City	\$ 387	\$ 4,644	\$ 4,851	\$ 4,928
F39258	BH001	Fair Oaks Medical Clinic	2710 Middlefield Rd.	Redwood City	\$ 645	\$ 7,740	\$ 8,085	\$ 8,213
F49441	BH001	San Mateo Medical Center	222 W. 39th Ave	San Mateo	\$ 2,065	\$ 24,780	\$ 25,872	\$ 26,281
F39451	BH001	Health Services Building	225 W. 37 <sup>th</sup> Ave	San Mateo	\$ 517	\$ 6,204	\$ 6,468	\$ 6,570
F39474	BH001	Serenity House	3701 Hacienda St.	San Mateo	\$ 517	\$ 6,204	\$ 6,468	\$ 6,570
F09673	BH001	Health Clinic	306 Spruce Ave	South San Francisco	\$ 517	\$ 6,204	\$ 6,468	\$ 6,570
F00468	BH001	Miller Ave Parking Lot	468 Miller Ave	South San Francisco	\$ 65	\$ 780	\$ 809	\$ 821
<b>TOTAL</b>					<b>\$ 18,200</b>	<b>\$218,400</b>	<b>\$228,000</b>	<b>\$231,600</b>

Government Center Lawn Replacement Cost	\$3,500.00
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<b>CONTRACT GRAND TOTAL</b>	<b>\$681,500.00</b>
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### Contractor full hourly rates for the County of San Mateo 2021-2024

Extra Services Hourly Rate	\$85.00
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## San Mateo County

### Landscaping RFB – Dated August 23, 2021

#### Addendum #1

To clarify what was discussed in the mandatory meeting on September 1, 2021, please see the following changes to the RFB:

1. (Page 23 of the RFB – Irrigation Systems A1)  
Please change to read: Contractor will be responsible for all parts and maintenance from the lateral line to the head. The County will be responsible from the service line to the valves.
2. In addition to the scope of work listed in the RFB, we would like to add the replacement of the lawn located at the Government Center between the COB and ROC buildings. I will add a separate cost line on the bid form, which will be added to the grand total of the contract.

Answers to questions we received on September 1, 2021:

*We have a couple of initial questions we would like to ask you.*

1. *Can you give us some more detail on the rodent spec and how it is currently being handled now? Rodents are handled by our pest control company, if landscape contractor finds evidence of rodents they should notify Facilities.*
2. *Are there any color beds that are included. If so how many change outs and what locations are they at? No we do not have annuals as we prefer perennials for our planted areas.*



# BAYSCAPE



LANDSCAPE MANAGEMENT

## Bayscape Landscape Management

### (1) Cover Letter

September 1, 2021

County of San Mateo  
Department of Public Works  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063  
Attention: Gary Behrens – Landscape Bid

Dear Mr. Behrens,

Bayscape Landscape Management would like to thank the County of San Mateo for inviting us to be a part of the bidding process for the County's Landscaping Bid. After carefully inspecting all sites, Bayscape understands the importance of quality workmanship and detail required to maintain the appearance of each site.

### **Re: County of San Mateo Landscaping Bid**

#### Individuals Authorized to Bind Contract:

Tom Ellington  
President  
P.O. Box 880  
Alviso, CA 95002  
Office: 408/288/2940  
Fax: 408/392/9014  
Email: [tome@bayscape.net](mailto:tome@bayscape.net)

Matt Ellington  
Vice President of Operations  
P.O. Box 880  
Alviso, CA 95002  
Office: 408/288/2940  
Fax: 408/392/9014  
Email: [matte@bayscape.net](mailto:matte@bayscape.net)

Bayscape Landscape Management has been doing business in the Bay Area for over 35 years. Our management team is comprised of a staff that has degrees in Ornamental Horticulture, Certified Arborists, Certified Water Managers and Qualified Applicators. In addition, we are a locally owned company.

Bayscape Landscape Management currently provides landscape services for the County of San Mateo. We are currently performing landscape services for San Mateo County Facilities, Maintenance & Operations sites as well as Health and Hospital sites.

Regards,

Matt Ellington  
Vice President of Operations





# BAYSCAPE



LANDSCAPE MANAGEMENT

## Bayscape Landscape Management

### (2) Authorized Contacts

Tom Ellington  
President  
P.O. Box 880  
Alviso, CA 95002  
Office: 408/288/2940  
Fax: 408/392/9014  
Email: [tome@bayscape.net](mailto:tome@bayscape.net)

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California State Contractor's License # C27 865702



**BAYSCAPE**



LANDSCAPE MANAGEMENT

# Bayscape Landscape Management

## (4) Exceptions to the Solicitation

No Exceptions



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## Bayscape Landscape Management

### (5) Technical Proposal

#### General Trimming and Pruning Plan

The goals of plant growth control are to maintain healthy, attractive plants within the planting space allotted with minimal removal and disposal of vegetative growth. Plants shall be pruned selectively to remove individual stems or branches that extend beyond the natural conformation of the plant to a lateral branch or at the point of attachment. Woody groundcovers shall be selectively pruned to control growth towards pavements rather than edged. Existing hedges that have been maintained by shearing in the past and that do not have adequate space to grow to mature plant size can continue to be maintained by shearing. In this case, Bayscape will recommend replanting options to these existing hedges so that they can be maintained in their natural shape. For hedges that have not yet been maintained by shearing, they will be selectively pruned on an as needed basis to create adequate space for development. We must consider whether the plants have adequate space for development and, if not, be selectively pruned on an as needed basis. Where plant size must be controlled because of inadequate space, we will prune to reduce size by cutting individual branches or stems to interior lateral branches at appropriate locations. Bayscape will notify the County Project Manager where hedges could be replaced with size-appropriate plants to eliminate the requirement for shearing. Only our trained, experienced personnel will perform tree pruning. An I.S.A. Certified Arborist will be present at all times during pruning. Bayscape shall maintain vegetation clearances as required by the County Fire Marshall. Where recommended clearances would negatively affect plant health or environmental quality, Bayscape will contact the Fire Marshall for a field inspection and recommendation.

#### Shrub, Vine Pruning and Ground Cover Plan

Our crews use proper pruning techniques and balanced fertilizers to promote healthy growth and structure to all plants. Shrubs will be pruned using selective cuts to lateral branches, or to the point of origin. Shrubs will not be sheared or hedged unless specifically directed by the County Project Manager. Plants and shrubs will be maintained to keep clearance from other plants, hardscape, vehicles and other facilities. Our crews are trained to identify and treat pests and disease that can do harm to the landscape. Our licensed Pest Control Advisor will control insects and disease using approved insecticides and fungicides with specific recommendations.

#### Detail Staking and Guying Plan

Training and Safety is at the core of Bayscape Landscape Management. We perform 52 training sessions each year with topics varying from safety to horticultural techniques. We understand that each plant and tree is an investment into our future and that a properly planted and staked tree is the keystone to a tree's health and growth. We perform a specific training on proper planting of trees and another on proper staking of trees. It is also critical for the ongoing monitoring of those trees that have been staked or guyed. We train our staff to





## Bayscape Landscape Management

recognize, monitor and evaluate tree staking, with particular attention to the tree ties, to make sure that they are not girdling the tree. We have our crews monitor the trees at regular intervals. We equip our crews with extra tree stakes and tree ties in the event that a stake has been vandalized or tree ties need to be adjusted for the health of the tree. A practice that we perform above and beyond the normal specification is a full inspection of staked trees during the months prior to the stormy season. By doing this, it affords us the opportunity to evaluate the need for stakes to remain, to make minor repairs or replace stakes, and view the general structure of the tree.

### Fertilization and Soil Analyses Plan

Soil health is a key ingredient to the overall health of the plants. In our urban environments, soil fertility and organic material are almost void. To truly understand what is lacking in our soils, we must analyze what minerals and nutrients need to be imported to improve the soil health. Part of the standard operating procedures at Bayscape Landscape Management is a regularly scheduled fertilization program to increase the health and vitality of the plant materials. Each of these fertilization cycled are developed based on an annual soil fertility test. We then develop our fertilization plan based on these recommendations. In particular to the times of year where the plants utilize it the most – spring and fall. Bayscape also likes to take a more holistic and “Bay Friendly” approach to soil health and fertility. As previously stated, our urban soils are almost void of the nutrients for proper plant health. By creating a scheduled organic compost and mulching plan for the planting beds, we can help restore the organic layer that is found in forest floors but is missing in most urban soil environments. This practice and the reduction of organic materials that are hauled off from the site can start to build back the organic layer and restart the soil food web. For example, leaving 25-30 percent of the leaf litter in planting beds enhances the soil. The benefits of this organic layer aren’t just in soil fertility, but also in the reduction of weed propagation. Fewer weeds reduce the amount of herbicide that is used and helps to retain moisture in the soil resulting in less water usage. Be it a traditional approach or a more “Bay Friendly” approach to soil fertility in planting beds, Bayscape Landscape Management has the training and personnel to fully execute either direction.

### Turf Maintenance Plan

#### Mowing

Mowing is conducted on a weekly basis. The only time we do not mow weekly is in extreme cold temperatures and wet conditions. Bayscape will mow, edge and use slow release fertilizers to keep lawns healthy even during drought conditions. Mowing patterns will be alternated weekly to avoid rutting. Our crews sharpen the mower blades weekly to avoid bruising, scalping or rough cutting of the lawn. Mulching mowers are used for grass recycling which will enhance the lawns. Grass clippings are mainly nitrogen and water, which help to fertilize the lawn naturally. Our practice of grass recycling with regular lawn mowing at 1-3 inches improves lawn health.





## Bayscape Landscape Management

### Trimming

Trimming or edging is conducted on a weekly basis or after each mowing. We have our employees trim after each mowing to create a habit and maintain that neat appearance all the time. Even though the specification says, "or when necessary," we believe it is best for the crew to take pride in the appearance. We train our employees to edge to give the turf the "Disneyland look." Disney's turf maintenance is impeccable. One of the keys is to edge in a straight up and down edge or vertical edge never an angled edge. That look is our goal.

### Watering

**Water Conservation** - Our water conservation goals are that landscapes should be irrigated to maintain plant appearance and health and managed to conserve water and avoid overspray and water damage to the County's hardscape and property. Irrigation application rates and distribution uniformity are best assessed through an irrigation audit. Bayscape will perform an irrigation audit at the startup of the contract.

**Irrigation Scheduling** – Bayscape's approach to irrigation scheduling shall be used to match plant need with water application and avoid over-irrigation and overspray. Irrigation intervals and frequency shall be suitable for weather conditions, soil infiltration rates, and plant species' rooting depth and water requirements within each hydro zone. Irrigation duration within each hydro zone shall be based on the soil infiltration rate, species water requirement and rooting depth within the hydro zone, and the application rate and distribution uniformity of the irrigation system within that zone. Enough water shall be applied at each irrigation cycle to wet through the depth of root zone. Where runoff occurs, the application time shall be divided into shorter time intervals and repeated as needed. Bayscape technicians will observe the irrigation system in operation to identify and correct water runoff or standing water problems.

**Irrigation System Maintenance and Repair** - The irrigation technicians will maintain the irrigation systems for optimum performance, as per manufacturers specifications, by inspecting the entire system on an ongoing basis. This includes cleaning and adjusting all sprinkler and bubbler heads, drip emitters and valves for proper coverage. They will inspect the irrigation system in operation to ensure proper function according to the following schedule: March – October Weekly; November – February Monthly (when system operating). All malfunctioning equipment will be repaired prior to the next scheduled irrigation. All irrigation replacement parts shall be of the same manufacturer, type, and application rates as existing, or approved equals or upgrades. Irrigation system pressure shall be checked and adjusted at least monthly during season of operation.

**20% Reduction in Water Usage** - Water reduction usage will take place with several water management methods. First method will be to reduce the number of watering days to a point to sustain the best appearance of the site without over stressing the plant material. Second method will be to use a cycle and soak method on the controllers to allow the water to penetrate into the soil without excess runoff. In addition to cycle and soak, valve times adjustment relevant to the ETo rates for the given month. The next step would be to work with the





## Bayscape Landscape Management

County to examine the type of irrigation heads being used on the site and to determine if retrofit to heads and nozzles would produce a more uniform distribution of water at a lower flow rate. Another step is to repair leaks immediately to avoid waste of water.

### Fertilization Application

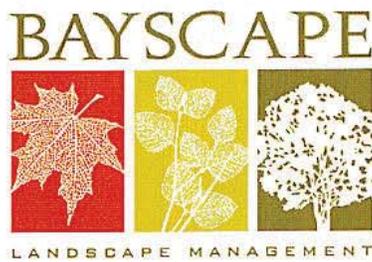
Turf is one of the most important items in a landscape that should catch the eye of the public. It is generally the first thing people notice in a landscape. This has been the model we have taught all our employees on the care of their sites they maintain. Our policy is to have lush green on all of our properties all the time. Other than times of drought, this has proven to be a good policy. We instruct our employees that they are to monitor the color of the turf. We ask them to fertilize frequently enough to obtain this result. In most cases, the frequency of application exceeds the recommended specification for turf fertilization maintenance. The additional costs to us are worth it to get the result we want.

**Soil Management** - A healthy, biologically diverse soil is required to sustain a healthy landscape. Landscape maintenance activities shall be implemented to nurture biological activity, provide organic material, and protect soil from damage. Bayscape staff will protect the soil from compaction by scheduling maintenance operations that require driving equipment over the soil (e.g. mowing turf) when the soil is dry. We will protect the soil from erosion by maintaining vegetative cover over the soil to the extent possible and maintaining a minimum of 2" mulch layer over bare soil. Another option is to retain natural leaf litter and clippings on-site and protect the soil surface. Upon request we can retain natural leaf drop under trees or in shrub beds. We select only tree and shrub beds that will not allow leaf litter or mulch to wash out into storm drains. Fertilizers shall be applied per specification. The application frequency shall be determined by plant need and assessed through soil and/or tissue analyses. Typically, we fertilize trees, shrubs, woody ground covers one time per year, herbaceous ground covers and perennials two times per year and annuals and turf four times per year.

### Aeration and Thatch Removal

We recommend that aeration be conducted in early March. We want the soil temperatures to come up from winter for the turf to recover and fill in as soon as possible after aeration. Fertilization should take place at the same time. Our crews will also spot seed where needed to improve the quality of the turf. Thatch removal is generally not needed on bluegrass, fescue, or ryegrass lawns. It is recommended to be done on Bermuda grass. This process should also take place in mid-March once soil temperatures have come up from winter.





# Bayscape Landscape Management

## Management Approach

Bayscape has effectively managed the County of San Mateo landscape services for the last 4 years. The experience and knowledge gained during that time is invaluable and will be used to uphold the County standards.

## Management of Landscape Maintenance Services and Quality Control

### Quality Control

Bayscape has set up policies and programs to ensure quality work is achieved and maintained throughout the County of San Mateo contract. All crews are required to fill out and submit a weekly "Site Inspection Sheet". These sheets are collected and evaluated by the management team to identify any deficiencies or issues within the County's contracted sites that require follow up and action. For example, if any sites are noted as "irrigation problems", the supervisor will speak with the crew leader to find out what the problem is and then assign an irrigation technician to address the problem. If any sites are notes as "tree problems", the supervisor will speak with the crew leader to find out what the problem is. If the problem is a hanging limb or any type of safety issue, our crews are trained to caution tape the problem area off and then take a picture of the hazard and immediately send it to the supervisor. The supervisor will then report the issue to the County staff immediately so a work order can be placed to the appropriate division for repair. This reporting requirement has proved to be very valuable for other contracts due to the number of sites that need to me kept track of so nothing slips through the cracks. A sample site inspection sheet is shown below.

Crew	Date	Corridor	Minimal Litter	Major Litter	Irrigation OK	Irrigation Problems	Trees OK	Tree Problems	Shrubs OK	Shrub Problems	Comments
Grupo	Fecha	Corredor	Poca basura	Mucha basura	Irrigacion OK	Problema con la Irrigacion	Arboles OK	Problema con los arboles	Plantas OK	Problemas con las plantas	Comentarios
9		Alum Rock Avenue		x	x		x		x		
9		Berryessa Road	x			x	x		x		
9		East San Antonio Street		x		x	x		x		
9		Hostetter Road	x			x	x		x		
9		King Road	x			x	x		x		
9		Lundy Avenue		x	x			x	x		
9		McKee Road		x	x		x			x	
9		McLaughlin Avenue		x	x		x			x	
9		Monterey Road		x	x		x		x		
9		Quimby Road	x		x		x		x		
9		Senter Road	x			x		x	x		
9		Story Road	x			x		x	x		
9		Tully Road	x			x	x			x	
9		White Road		x		x	x		x		





# Bayscape Landscape Management

## Quality Inspection Program

Bayscape has also put into place a "Quality Inspection Program". The value of having a program of this nature is to keep quality at a high level, promote competition and recognize our work force. Here's how it works.

- We start by telling the workforce that we will be inspecting their sites
- We pick 3 sites from each crew
- Both Supervisor and VP of Operations inspect the sites
- We use the quality inspection forms shown previously as the scoring criteria
- We inspect the jobs like if looked at them through the eyes of the public
- Once all scores get finalized, we pick a 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place winners
- We recognize the winners by giving them prizes of monetary value

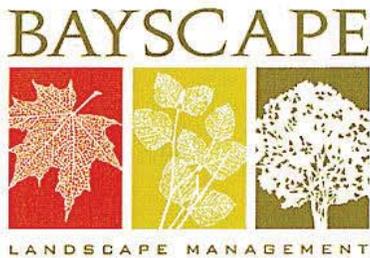
The program is successful. We have positive feedback from the workforce and management team. Inspections are performed four times per year. We believe it is a good way to minimize mistakes on our job sites. It is also a good tool to measure how our crews and supervisors are performing. It also shows which crew leaders are motivated to grow with the company and have ownership with the jobs. The comment was made in one of our safety meetings, "at the next quality inspection my crew is going to win 1<sup>st</sup> place". That type of comment is what we aim to get from all of our crew leaders and this program helps encourage that.

## Transition Plan

### Startup

Prior to the commencement of the project term, Bayscape will hold a meeting with all key personnel to review the project details and objectives. This will include a comprehensive review of all scope of services outlined in the scope of services. Daily, weekly and monthly schedules will be issued to all field supervisors and maintenance crews. Maps of service areas will also be issued to field supervisors and maintenance crews for reference throughout the duration of the project.





# Bayscape Landscape Management

## (6) Supplementary Documents

### Experience

Experience is a key factor when selecting a contractor to execute the contract for County of San Mateo. Bayscape considers itself the most experienced company. Over the past 4 years, Bayscape has learned all the little idiosyncrasies of the various sites throughout the County of San Mateo contract. Our crews and management staff have established good rapport with County inspectors, on-site staff, and many public volunteers. To fulfill these contracts, many factors must take place. You must have the trained personal who know how to execute the specifications, as well as being sensitive to the importance of courtesy and safety while working around the public. We spend considerable time conducting classroom training with our employees on maintenance practices, safety, and proper conduct with the public and our clients. We are consistently reviewing how to treat clients and the public with our employees. You must understand how to administer the contract. We successfully process proper billing, certified payrolls, and reporting that is required by the County. Bayscape has a good reputation with the County billing department, Office of Equality Assurance, and site inspectors with regard to doing these functions properly. This makes the job for County staff much easier since they don't need to hold the hand of Bayscape. Bayscape has a long history of providing top quality services to County of San Mateo as well as other municipalities throughout the Bay Area. We pride ourselves in having talented professionals who take pride in their work and perform at a very high level. The following are reasons why Bayscape has the experience needed to perform the scope of services outlined in the County of San Mateo Landscaping Bid.

- Over 4 years of experience in providing landscape services to The County of San Mateo.
- Employees assigned to County contracts have worked on these zones for years and implemented best practices based on their on-site experiences.
- Our Certified Water Auditors and Managers have implemented cost saving practices to the County of San Mateo zones in regards to irrigation scheduling and usage. Our Irrigation Specialists carry out these practices in their day-to-day activities to ensure proper management of the irrigation systems.
- Our Irrigation Specialists have managed irrigation systems at the sites outlines in the scope of services and have historical records of every irrigation controller and every control valve within the zones. This information is vital in terms of managing and understanding the overall irrigation system.
- We exercise team member training and implementation of advanced methods of landscape practices via classroom and field instruction. This keeps our experienced field personnel up to date on best practices and technology advancements within the industry.





## Bayscape Landscape Management

- Bayscape staff holds horticulture degrees which help with immediate problem solving and solution set development.
- Bayscape Field Supervisors and Irrigation Specialist are required to have continued education in order to maintain their Water Manager status. This translates to daily irrigation system review and recommendations geared toward efficient water usage, high level plant health and reduction of asphalt and hardscape damage.
- Bayscape has received professional recognition for outstanding achievement via the California Landscape Contractors Association Awards Programs including First Place State Award for Large Commercial Maintenance of Capitol Auto Mall, City of San Jose in 2007, First Place State Award Medium Commercial Maintenance, City of Hayward in 2009, and over 30 awards for installation and maintenance of Bay Area landscape projects from 2001 to 2021.

In addition, with the chart you see below, Bayscape has had and continues to execute and maintain many diverse types of Public Works contracts.

Job Name	City	Start	Contract End Date
City of San Jose - CFD 14 (Hitachi) OP 54560	San Jose	06/26/17	06/30/20
City of San Jose - Dist 18 (Meadowlands) OP 54544	San Jose	06/26/17	06/30/20
City of San Jose - Dist 5 (Orchard & Plumeria) OP 54561	San Jose	06/26/17	06/30/20
City of San Jose - Facilities Districts 2 & 3	San Jose	12/01/14	11/30/22
City of San Jose - Municipal Water P/O OP 49664	San Jose	07/01/14	06/30/15
City of Hayward Twin Bridges P.O. 1500355-	Hayward	03/01/14	Current
City of San Jose - Dist 8 AC 25499	San Jose	12/02/13	11/30/20
City of San Jose - Basking Ridge AC 25499	San Jose	12/02/13	11/30/20
City of San Jose - Capitol Auto Mall AC 25499	San Jose	12/02/13	11/30/20
City of San Jose - MSI AC 25499	San Jose	12/02/13	11/30/20
City of San Jose - MMI AC 25499	San Jose	12/02/13	11/30/20
City of San Jose - LRT AC 25499	San Jose	12/02/13	11/30/20
VTA - Railroad	Milpitas	10/01/13	09/30/18
VTA - River Oaks P/O 30500465554	San Jose	08/21/13	07/31/18



# BAYSCAPE



LANDSCAPE MANAGEMENT

## Bayscape Landscape Management

VTA - Bus Stops P/o 30500468661	San Jose	08/21/13	07/31/18
City of San Jose - Dist # 21 Airport Parkway OP 49500	San Jose	03/01/13	02/28/20
City of San Jose - Dist #11 Brokaw OP 49500	San Jose	03/01/13	02/28/20
City of San Jose - Dist #2 Trade Zone OP 49500	San Jose	03/01/13	02/28/20
City of San Jose - Small Parks # OP 50153	San Jose	12/27/11	12/31/17
City of San Jose - West San Jose Community & Policing Center OP # 45467	San Jose	01/01/11	12/27/11
City of San Jose - Mexican Heritage Plaza OP # 45467	San Jose	01/01/11	12/27/11
City of San Jose - Animal Care Center OP # 45467	San Jose	01/01/11	12/27/11
City of Fremont ( Washington Grade Separation) P/O A10-036	Fremont	07/01/10	06/30/13
City of Fremont ( Osgood Road. New median islands) P/O A10-036	Fremont	07/01/10	06/30/13
City of Fremont (Washington Blvd. Median Islands) P/O A10-036	Fremont	07/01/10	06/30/13
City of San Jose - Dist #22 OP 48385 05/01	San Jose	05/01/10	09/30/14
City of San Jose - Comm. Hill OP 44002	San Jose	05/01/09	06/30/10
City of San Jose - Dist #1 The Paseos OP 49124	San Jose	07/01/09	09/30/14
City of San Jose- Basking Ridge	San Jose	5/1/2008	Open
City of Hayward P.O. 1401469- 00 Extras 1401280-00	Hayward	04/01/08	06/30/15
City of San Jose-Systematic Maintenance of Landscape Areas on Median Islands within District #21 (Gateway, Airport, Skyport, Metro)	San Jose	2/1/2007	1/31/2008
City of San Jose-Capitol Auto Mall - Landscape Maintenance-Quote #96466	San Jose	2/1/2007	3/28/2008
City of Livermore-Project No. 03-16-(P0310)	Livermore	1/17/2005	6/30/2005
City of Milpitas-McCarthy Ranch LMD 95-1	Milpitas	9/1/2004	8/31/2007
City of San Jose-District #16 Evergreen-Bid No. 93724	San Jose	3/5/2004	3/4/2007



P.O. Box 880, Alviso, California 95002 Phone: (408) 288-2940 Fax: (408) 392-9014  
California State Contractor's License # C27 865702



# BAYSCAPE



LANDSCAPE MANAGEMENT

## Bayscape Landscape Management

City of San Jose - Median Islands & Frontages - Bid No. 81605	San Jose	9/1/2002	12/31/2003
City of San Jose - Median Islands & Frontages	San Jose	7/23/2001	6/30/2002
City of Morgan Hill - Medians & Streetscape	Morgan Hill	2/1/2001	6/30/2001
City of Livermore	Livermore	2/1/2001	2/28/2002
City of San Jose - Isolated Turf Medians	San Jose	10/1/2000	12/31/2003

Simply stated, Bayscape knows how to perform for the County of San Mateo. For every contract Bayscape has entered, we've always performed at a high level and to the complete satisfaction of the customer.



**ATTACHMENT "C"**  
**County of San Mateo**  
**Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name: <i>BAYSCAPE MANAGEMENT INC</i>	Phone: <i>(408) 288-2940</i>
Contact Person: <i>MATT ELLINGTON</i>	Fax: <i>(408) 392-9014</i>
Address: <i>1350 PACIFIC AVENUE ALVISO, CA 95002</i>	

**II. EQUAL BENEFITS** (check one or more boxes)

*Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.*

- Contractor complies with the County's Equal Benefits Ordinance by:
  - offering equal benefits to employees with spouses and employees with domestic partners.
  - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
  - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION** (check appropriate box)

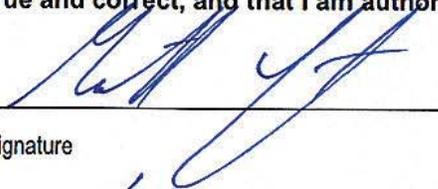
- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE** (check one or more boxes)

*Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.*

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
  - the contract is for \$100,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.**

  
 \_\_\_\_\_  
 Signature

MATT ELLINGTON  
 \_\_\_\_\_  
 Name

9/15/2021  
 \_\_\_\_\_  
 Date

VICE PRESIDENT OF OPERATIONS  
 \_\_\_\_\_  
 Title

ATTACHMENT "F"

PROPOSAL

Proposal Opening Date: September 16, 2021 at 3:15pm PST

1. SCOPE OF PROPOSALS -The undersigned, doing business under the name of

BAYSCAPE MANAGEMENT INC

Declares that the only persons or parties interested in this Proposal as Principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed Scope of Work, the annexed proposed form of Agreement, and the Contract Documents therein referred to; that he proposed, and agrees if this Proposal is accepted, that he will contract with The County of San Mateo, in the form of the copy of the Agreement annexed hereto, and do all the Work and furnish all the materials specified in the Contract Documents for the following amount(s). The base proposal shall include all labor,

materials, equipment, supervision, overhead, profit, and incidentals necessary to complete the Work in accordance with the Contract Documents.

2. BASE PROPOSAL – Base proposals shall include all Work shown in the Contract Documents. Show base proposal in words and numbers. The base proposal is the sum of monthly Costs by location as shown in the table on Attachment "A."

EIGHTEEN THOUSAND AND TWO HUNDRED Dollars

(\$ 18,200 )

1. CONTRACT – If written of the acceptance of this proposal is mailed or delivered to the undersigned within ninety (90) calendar days after the date of opening of the proposals, or any time thereafter before the proposal is withdrawn, the undersigned will, within ten (10) calendar days after the date of such mailing or delivering of such notice, execute and deliver a contract in the Form of Agreement present in these Contract Documents and furnish a Performance Bond in the form provided in these Contract Documents. The undersigned designates the address provided in Section 12 (below) of this proposal to be in the office to which such notice of acceptance may be mailed or delivered.

2. TERM OF AGREEMENT – Three-year term, with a one-year option for renewal.

3. BONDS – The undersigned agrees, if awarded the Contract to execute within ten days, to furnish the corporate surety bonds as called for in the “Instruction to Proposers.”
4. INSURANCE – Our Public Liability and Property Damage Insurance is placed with:

CLEAR BLUE INSURANCE COMPANY

Our Worker’s Compensation Insurance is placed with:

OAK RIVER INSURANCE COMPANY

Our All Risk Property Insurance is placed with:

CLEAR BLUE INSURANCE COMPANY

5. ADDENDA – Addenda bound with Contract Documents or issued during the time of proposers, are to be included in the proposal, and in the Contractor’s Work.
6. ADDENDA RECEIPT – The receipt of the following addenda is acknowledged:

ADDENDUM NO. 1 DATE 8/23/2021

ADDENDUM NO. 2 DATE 9/9/2021

ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_

7. This proposal may be withdrawn at any time prior to the scheduled time for the opening of proposals or any authorized postponement thereof.
8. CONTRACTOR’S LICENSE – The undersigned agrees, if awarded the contract, to maintain and keep current through the completion of the contract the valid licenses for the work to be performed as required by the California Contractors License Law and all other applicable licensing requirements.

<u>865702</u>	<u>C-27</u>	<u>10/31/2021</u>
License No.	License Class	Expiration Date

9. CONTRACTOR’S DIR NUMBER – The undersigned acknowledges that contractor is registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for proposal purposes only under Labor Code section 1771.1(a)].

1000011421

6/30/2022

DIR No.

Expiration Date

10. By the signature below, the proposer certifies, under penalty of perjury, the accuracy of the representations made in this Proposal.

Dated SEPTEMBER 15<sup>TH</sup>, 20 21.

Company

Business Type:  Corporation  Partnership  Sole Proprietorship

State of Incorporation of Location of Business Registration CALIFORNIA

Signed \_\_\_\_\_

Title VICE PRESIDENT OF OPERATIONS

Print

Name MATT ELLINGTON

Address 1350 PACIFIC AVENUE ALVISO, CA 93002

Phone: (408) 288-2940 Fax: (408) 392-9014

Tax I.D. No. 510552211

NOTE: If proposers have a partnership, give full names of all partners.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SPECIFICATIONS

1. Service: The County anticipates that the contractor selected for this work will provide services to preserve and sustain the quality of the County's landscape.
2. Contract Term: The term of the County and firm agreement will be three (3) years and is scheduled to begin on December 1, 2021 and terminate on November 30, 2024. The agreement may provide for up to one (1) additional one-year term if both parties agree to the renewal terms.

3. Hourly Rates: Contractor shall provide hourly rates for normal business hours, after hours and holiday and weekend time.
4. Billing: Contractor shall invoice the County using the facility breakdown sheets provided (see Services and Locations table below). Contractor shall provide two separate invoices, one for Facilities, Maintenance & Operations unit and the second for Health and Hospitals unit.

EXTRA SERVICES HOURLY RATE:

\$ 85 Per Hour

STAFFING:

Total No. of Employees in Firm:

Part-time: 1

Full-time: 82

Office Staff: 14

Total No. of Employees to be assigned to County Landscape Areas:

Supervisors: 2

Part-time: 0

Full-time: 3

Bidder's Office Hours Monday-Friday: 7 a.m. to 4 p.m.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Landscape Contractors (Lic#0755906) Insurance Services, Inc. 1835 N. Fine Avenue Fresno CA 93727	<b>CONTACT NAME:</b> Stacy Manning, CISR	
	<b>PHONE (A/C, No. Ext):</b> (559) 650-3555	<b>FAX (A/C, No):</b> (559) 650-3558
<b>E-MAIL ADDRESS:</b> smanning@lcisinc.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Clear Blue Insurance Company		28860
<b>INSURER B:</b> Oak River Insurance Company		34630
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** Bayscape/Arborteck      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> \$1,000 PD DED GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		LC01-00139-2002	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		LC01-00139-2002	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	BAWC125132	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE:** All landscape operations performed by or on behalf of the named insured  
 Blanket Additional insured per attached DBLC0434005012519  
 County of Santa Clara are named as additional insured

<b>CERTIFICATE HOLDER</b>  County of San Mateo Department of Public Works Attn: Gary Behrens 555 County Center, 5th Flr Redwood City, CA 94063	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  S Manning, CISR/KSAEN 