



RFP-Median Maintenance, Easements 2017

The City of Foster City Parks and Recreation Department is Requesting Proposals (RFP) for Landscape and Hardscape Median and Easement Maintenance

Deadline for Proposals: October 20, 2016 @ 2:00pm.

Proposals shall Be Delivered to:

Parks Manager , Peter Chiamos

100 Lincoln Centre Drive, Foster City, CA 94404

SPECIFICATIONS FOR SCOPE OF WORK

Services For:

LANDSCAPE AND “HARDSCAPE” MAINTENANCE FOR STREET MEDIAN ISLANDS AND EASEMENTS ON:

- 1) East Hillsdale Blvd
- 2) Foster City Blvd
- 3) Edgewater Blvd
- 4) Beach Park Blvd
- 5) Shell Blvd
- 6) Metro Center Blvd
- 7) Vintage Park Blvd
- 8) East Third Ave
- 9) Other areas as outlined in the medians map or listed on the acres square footage page

CITY OF FOSTER CITY, CALIFORNIA

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

NOTICE INVITING SEALED PROPOSALS

1. Sealed proposals will be received by the City of Foster City, California, for Landscape Maintenance services and other work as described in the Specifications/Scope of Work Documents.
2. Specification documents and proposal forms are available at the City of Foster City Corporation Yard Building -100 Lincoln Centre Drive, Foster City, California. Any questions regarding contract documents should be directed to Peter Chiamos, Parks Manager, at (650) 286-3549, or in writing at the above address.
3. Evidence of insurability shall also be included with the proposal. The successful Proposer shall be required to have insurance coverage to meet or exceed City specified limits.
4. Qualified Proposers must have provided at least three (3) years of professional landscape maintenance services to commercial businesses. Proposer shall supply four (4) references with proposal of prior clients within the last three (3) years and including at least one (1) current client.
5. The contract period for this work shall be for a one year period beginning January 1, 2017, and ending December 31, 2017, or as extended by mutual agreement as enumerated below, The contract may be renewed subsequently in one-year (12 month) increments as follows:
 - The second contract term will be from January 1, 2018 through December 31, 2018
 - The third contract term will be from January 1, 2019 through December 31, 2019
 - The fourth contract term will be from January 1, 2020 through December 31, 2020.Renewal shall be by mutual consent of vendor and City. The amount of the contract shall be negotiated at the end of each contract period for the next period but shall not increase by more than 2% per year. Either the vendor or the City may notify of either party's intention to extend the contract a least 60 calendar days prior to the expiration date of the contract.
6. The right is reserved, as the interest of the City may require, to reject any or all proposals, to waive any informality in proposals, and to accept or reject any items of the proposal.
7. Said sealed proposals shall be delivered to the City of Foster City – c/o Park Maintenance Office, 100 Lincoln Centre Drive, Foster City California 94404, on or before **2:00 p.m., Thursday, October 20, 2016**. Bids shall be opened and read by two City representatives at above location at 2:00pm.

8. Telephone calls to answer questions about this contract can be made to the Parks Manager at (650) 286-3549. This is a direct and voice mail number. Return calls will be made promptly and within 1 business day

Dated: October 5, 2016

INSTRUCTIONS TO PROPOSERS

PROPOSAL REQUIREMENTS AND CONDITIONS

Project Scope: Provide landscape and "hardscape" maintenance of street median islands and easement areas on the following sites: 1) East Hillsdale Blvd.; 2) Foster City Blvd.; 3) Edgewater Blvd.; 4) Beach Park Blvd; 5) Shell Blvd.; 6) Metro Center Blvd.; 7) Vintage Park Dr.; 8) East Third Ave.; 9) and all other areas as outlined on the City of Foster City Median Maintenance Map *or* listed square footage document.

Proposer Qualifications: All Proposers and potential subcontractors shall be properly licensed by the State of California to perform the specific work designated. Proposer shall provide information on prior experience, past projects, capability, craftsmanship and other pertinent data to work on the project. City reserves the right to reject any or all contractors that, in the City's opinion, would not perform to the required standards desired on any particular phase of the contract.

Interpretation and Addenda: All interpretative information regarding Specifications/Scope of Work shall be in writing via addenda issued to all plan holders. Questions and comments concerning the project should be directed to the Parks Manager at the City of Foster City - Corporation Yard Building, 100 Lincoln Centre Drive, Foster City, California 94404 as early as possible during proposalding, to enable the written addenda to be issued. All addenda shall be signed by the Proposer and enclosed with the proposal.

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

Post Bid Requirements: After proposals have been opened, the lowest responsible Proposer determined and the contract has been awarded, all insurance certificates shall be submitted.

Contents of Proposal Forms: Prospective Proposers will be furnished with a proposal form which will state locations and descriptions of the contemplated work.

Examination of Specifications, Special Conditions and Site Work: The Proposer shall examine carefully the site of the work contemplated and the proposal, specifications and contract form therefore. It will be assumed that the Proposer has investigated and is satisfied as to the conditions to be encountered as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications.

The Contractor shall accept the site as he finds it and proceed with the work under the contract.

Presenting and Marking Proposal: Proposals shall be delivered under sealed cover and plainly marked on the outside, "**Proposal for Street Median Landscape Maintenance Services - City of Foster City**" and delivered to the City of Foster City – Parks Maintenance Office, 100 Lincoln Centre Drive, Foster City, California 94404, on or before 2:00 p.m., Thursday, October 20, 2016.

Withdrawal of Proposals: Any proposal or proposal may be withdrawn by the Proposer prior to, but not after, the time fixed for the opening of proposals, provided that a written request, executed by the Proposer or his duly authorized representative, be filed with the Director of Parks and Recreation, requesting the withdrawal of such proposal.

Rejection of Proposals and Disqualification of Proposers: Proposals may be rejected if they show any alterations of the form, additions not called for, conditional proposals, incomplete proposals, erasure or irregularities of any kind. Any statement of qualification in proposal form, or attached thereto or included therewith, serving to qualify proposal, or containing conflicting statements, or otherwise rendering proposal ambiguous or uncertain, will disqualify the proposal. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable ground for believing that any Proposer is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which the Proposer is interested. The City reserves the right to reject any and all proposals.

Competency of Proposer: Each Proposer will be required to furnish satisfactory evidence that he has sufficient means, plants, equipment and experience to enable him to undertake and successfully complete the work herein contemplated.

PROPOSAL FORM

LANDSCAPE MAINTENANCE SERVICES
STREET MEDIAN ISLANDS ON:

- 1) East Hillsdale Blvd.; 2) Foster City Blvd.; 3) Edgewater Blvd.; 4) Beach Park Blvd;
5) Shell Blvd.; 6) Metro Center Blvd.; 7) Vintage Park Dr.; 8) East Third Ave.;
9) Other areas as outlined on the City of Foster City Median Maintenance Map or listed
square footage document.**

CITY OF FOSTER CITY, CALIFORNIA

FOR THE TOTAL YEARLY SUM OF \$_____ (use figures only) as computed from lump sum prices shown on the attached schedule of proposal items, the undersigned hereby proposes and agrees that if this proposal is accepted he/she will contract with the City of Foster City, California, to furnish all labor, materials, tools, equipment, transportation, and all incidental work and services required to complete all items of maintenance work as indicated in the Specification Documents. The undersigned agrees that, if this proposal is accepted, it shall contract with the City by executing the "Agreement for Professional Services for Median Maintenance 2017" attached with the City's Request for Proposals.

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

This proposal is submitted in conformance with the requirements of the Specification Documents and all addenda thereto as prepared by the City of Foster City. Attachment as required in the "Instructions to Proposers" is hereby attached to this Proposal Form and is a binding part thereof. The work shall be paid for monthly. Contractor shall submit a monthly bill for one-twelfth (1/12) of the total contract amount.

Contractor's Name Printed

Contractor's Signature

Name of Company

() _____
Phone Number

Date

SCHEDULE OF BID ITEMS

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

Lump Sum: 1 year TOTAL \$ _____

Note: The City specifically reserves the right to award separate contracts for Bid Items, such as major tree maintenance, to different contractors or to award a single contract for certain work not included in the basic scope of work in the contract.

Provide a schedule of regular hourly rates for extraordinary (as needed) services, as follows:

Landscape Maintenance Supervisor	\$_____ per hour
Landscape Maintenance Laborer	\$_____ per hour
Irrigation Specialist	\$_____ per hour
Pest Control Applicator	\$_____ per hour

CONTRACT LABOR SUMMARY

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

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

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

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

Total full-time positions proposed: _____ For the period January - June

Total full-time positions proposed: _____ For the period July – December

DESIGNATION OF SUBCONTRACTORS

The Contractor shall perform, with its own organization, contract work amounting to at least 50 percent of the contract price.

Each Proposer in submitting his proposal for the doing of work or improvement shall in his proposal or offer, in accordance with the provisions of Section 4104 of the Public Contract Code of the State of California, set forth the following:

Name and address of the place of business of each subcontractor who will perform work or labor in excess of one-half (1/2) of one percent (1%) of the general contractor's total proposal or \$10,000, whichever is greater.

The specific work and dollar amount of work which will be done by each subcontractor.

If no portion of the work is to be subcontracted as provided in Item 1, insert the word "NONE" in the space provided and sign below.

Name, Address, and Phone Number of Subcontractor Portion of Work, Materials or Equipment
Dollar Amount:

_____ Phone: () _____ \$ _____

_____ Phone: () _____ \$ _____

_____ Phone: () _____ \$ _____

PROPOSER'S STATEMENT

SHEET 1 OF 3

(To be submitted with Proposal Form)

LANDSCAPE MAINTENANCE SERVICES

The undersigned has carefully read the Specification Documents and all addenda attached thereto and understands that any variation or deviation from these documents shall be sufficient grounds for rejection for all or any part of the work performed. Such rejected work shall be replaced entirely at the Contractor's expense, and failure to do so within a reasonable length of time shall be sufficient reason for the withholding of payment for any part or all of the work.

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

Pursuant to Business and Professions Code Section 7028.15, I, _____, declare under penalty of perjury that the foregoing and the statements contained in the proposal for the above titled project are true and correct and that this declaration is made on this ___ day of _____, 2016, at _____, California.

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

If awarded the contract, the undersigned hereby agrees to sign and file an agreement, attached as Appendix I, together with the necessary certificate(s) of insurance, related endorsements for general and automobile liability insurance, and proof of a City of Foster City Business License in the office of the City Clerk within ten (10) calendar days after the date of the award and to commence work within five (5) days of the date specified in the notice to proceed, and to complete the work under said contract within the specified number of working days beginning from the date specified in the notice to proceed. Further, the undersigned agrees to insure that all subcontractors obtain a City of Foster City Business License in accordance with the City of Foster City Business License Guidelines. Contractor and all subcontractors also agree to keep the Business License current for the entire term of the contract.

If the unit price and the total amount named by a Proposer for any item do not agree, it will be assumed that the error was made in computing the total amount and the unit price alone will be considered as representing the Proposer's intention. Unit prices proposal must not be unbalanced.

PROPOSER'S STATEMENT

SHEET 2 OF 3

(To be submitted with Proposal Form)

LANDSCAPE MAINTENANCE SERVICES

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

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

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

NOTE: IF THE PROPOSAL IS MADE BY AN INDIVIDUAL, HIS NAME AND POST OFFICE ADDRESS MUST BE SHOWN. IF THE PROPOSAL IS MADE BY A PARTNERSHIP, THE NAME AND ADDRESS OF EACH MEMBER OF THE FIRM OR PARTNERSHIP MUST BE SHOWN (if more than two members of a firm or partnership, please attach an additional page); OR IF MADE BY A CORPORATION, THE PROPOSAL SHALL SHOW THE NAME OF THE STATE UNDER THE LAWS OF WHICH THE CORPORATION WAS CHARTERED AND THE NAMES, TITLES AND BUSINESS ADDRESSES OF THE PRESIDENT, SECRETARY AND TREASURER OF SAID CORPORATION.

PROPOSER'S STATEMENT
SHEET 3 OF 3
(To be submitted with Proposal Form)

LANDSCAPE MAINTENANCE SERVICES

SIGNATURES OF PROPOSER:

If INDIVIDUAL, sign below: _____

Signature _____

Print name _____

Post Office Address If CORPORATION, sign below (show names of non-signing officers):

_____ a CORPORATION

Name of State Where Chartered _____

Signature _____ Date _____

Print name of person signing proposal _____

Title *List names of the following officers:*

_____ PRESIDENT
_____ SECRETARY
_____ TREASURER

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

_____ Signature _____ Date _____

_____ Name of Partner

Street Address _____

Signature _____ Date _____

_____ Post Office Address (if different)

CERTIFICATE OF NONDISCRIMINATION

(To be submitted with Proposal Form)

LANDSCAPE MAINTENANCE SERVICES

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

PROPOSER

By: _____

(Name of person making certificate)

(Title of person making certificate)

Date

Each Proposer shall sign the CERTIFICATE OF NONDISCRIMINATION, which is a part of the proposal form.

CERTIFICATE OF PAYMENT OF PREVAILING WAGE SCALE
(To be submitted with Proposal Form)

On behalf of the Proposer, the undersigned certifies that the Prevailing Wage Scale, as determined by the Director of Industrial Relations of the State of California, in force on the day this proposal was announced, will be the minimum paid to all craftsmen and laborers working on this project.

It is understood that it is the responsibility of the Proposer to determine the correct scale. The City will keep a copy of the wage scale in the City Clerk's office for the convenience of Proposers. Any errors or defects in the materials in the City Clerk's office will not excuse a Proposer's failure to comply with the actual scale then in force.

PROPOSER: _____

By: _____

Name and title of person making certification

Date: _____

Questions shall be addressed to:

Department of Labor Relations
Division of Labor Statistics and Research
Prevailing Wage Unit
525 Golden Gate Avenue
P. O. Box 603
San Francisco, CA 94101

STATEMENT OF QUALIFICATIONS
(To be submitted with Proposal Form)

Proposer shall provide on this sheet, information on prior experience, past projects and scope of work, capability, craftsmanship, and any other pertinent data.

Use reverse side of sheet or attachment if necessary.

REFERENCES -- PAST PROJECTS

Reference #1:

Name: _____
Address and City: _____
Telephone: _____
Job Name: _____
Dates of Work: _____

Reference #2:

Name: _____
Address and City: _____
Telephone: _____
Job Name: _____
Dates of Work: _____

Reference #3:

Name: _____
Address and City: _____
Telephone: _____
Job Name: _____
Dates of Work: _____

Reference #4:

Name: _____
Address and City: _____
Telephone: _____
Job Name: _____
Dates of Work: _____

PART I -- GENERAL PROVISIONS

DESCRIPTION OF CONTRACT AND INTENT

These specifications establish standards for the maintenance of landscaped areas for the City of Foster City.

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

The contract period for this work shall be for a one year period beginning January 1, 2017, and ending December 31, 2017, or as extended by mutual agreement as enumerated below, The contract may be renewed subsequently in one-year (12 month) increments as follows:

- The second contract term will be from January 1, 2018 through December 31, 2018
- The third contract term will be from January 1, 2019 through December 31, 2019
- The fourth contract term will be from January 1, 2020 through December 31, 2020.

Renewal shall be by mutual consent of vendor and City. The amount of the contract shall be negotiated at the end of each contract period for the upcoming year but shall not increase by more than 2% per year. Either the vendor or the City may notify of either party's intention to extend the contract a least 60 calendar days prior to the expiration date of the contract.

EXAMINATION OF THE SITE:

The Proposer shall examine carefully the site of the work contemplated and the proposal and contract forms therefore. The submission of a proposal shall be conclusive evidence that the Proposer has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and scope of work to be performed, the quantity of materials to be furnished and as to the requirements of the proposal, plans, specifications and contracts.

The Proposer represents that he or she is fully qualified to perform this examination and review.

If the Proposer determines that any portion of the site or the plans and specifications present any interpretation problems of any kind, the Proposer shall note such a determination upon this proposal form. Failure to note any such determination shall be conclusive evidence of acceptance by the Proposer of the sufficiency of the plans and specifications.

CITY OF FOSTER CITY BUSINESS LICENSE GUIDELINES:

A business license shall be obtained as required by the City of Foster City Municipal Code, the amount of which is based on the gross receipts received from doing business in the City of Foster City.

CERTIFICATE OF NON-DISCRIMINATION

Each Proposer shall sign the certificate of non-discrimination which is part of the proposal form.

A. File with the City an affirmative action plan indicating the steps he is taking to encourage and assist members of minority groups and persons with disabilities to become qualified workers or suppliers. Such a plan will include practices with respect to recruitment, employment, compensation, promotion or demotion, and selection for training.

B. File with the City evidence that he/she has notified his supervisors, foremen, other personnel officers, and all subcontractors of the commitments to be assumed under these specifications.

C. File with the City evidence that he/she has notified all sources of employee referrals of the commitments to be assumed under these specifications.

D. File with the City the name of the person designated to serve as Equal Employment Officer who is authorized to supply reports and represent the Contractor in all matters regarding the Affirmative Action Plan.

E. File with the City evidence that he/she will make reasonable accommodations to employ persons with disabilities.

PREVAILING WAGE:

In general, the prevailing wage scale, as determined by the Director of Industrial Relations of the State of California, in force on the day this proposal was announced, will be the minimum paid to all craftsmen and laborers working on this project.

It is understood that it is the responsibility of the Proposer to determine the correct scale. The City will keep a copy of the wage scale in the City Clerk's office for the convenience of Proposers. Any errors or defects in the materials in the City Clerk's office will not excuse a Proposer's failure to comply with the actual scale then in force.

Exhibit D to the attached Agreement for Professional Services, which by reference is incorporated into this document, details Labor Code requirements.

REQUIRED LIABILITY INSURANCE AND INDEMNITY OBLIGATIONS:

The Contractor shall provide and maintain adequate insurance as required by the attached Agreement for Professional Services. Contractor shall also agree to the indemnity provisions outlined in the Agreement for Professional Services.

PART II -- SPECIAL PROVISIONS

SPECIFICATIONS: The directions, provisions, and requirements contained herein as supplemented by such special provisions as may be necessary, pertaining to the method and manner of performing the work or to the quantities and qualities of materials to be furnished under the contract. The special provisions are specific clauses setting forth conditions or requirements peculiar to the project under consideration and covering work or materials involved in the proposal and estimate but not satisfactorily covered by these specifications.

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

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

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

STANDARD SPECIFICATIONS: Contractor shall complete work in accordance with all items in the Specification/Scope of Work Documents.

PARKS MANAGER: The Parks Manager shall be the City representative throughout the project. All reference to Engineer, Inspector, City or similar designations shall be interpreted to mean Parks Manager or his duly authorized representative.

SCHEDULE OF OPERATIONS: The Contractor shall submit to the Parks Manager, within five (5) days after award of contract, a prepared schedule of operations which he shall follow upon approval. The proposed schedule may be revised, subject to the approval of the Parks Manager, to facilitate the Contractor's operations if circumstances require and justify such change.

EXISTING UTILITIES: The Contractor's attention is directed to the underground utilities which may or may not be shown on the plans. Precautions shall be taken to preserve and protect such utilities and existing improvements. The Contractor shall be responsible for the cost of repair to any damaged utilities or improvements.

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

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

The signing of the agreement by the Contractor shall constitute execution of the above guarantees.

OTHER CONTRACTORS: City reserves the right to, at its convenience, obtain other contractors and to force account additional work or supplementary work on or adjacent the same project coincident with the Contractor. Contractor shall cooperate in all ways as may be necessary for the execution of both projects.

TERMINATION: The City may, at its discretion, terminate this agreement upon expiration of five (5) days after written notice to that effect has been given to the Contractor.

CONTRACT PERIOD: The contract period for this specification shall be for a 1-year period starting January 1, 2017 and ending December 31, 2017, or as extended by mutual agreement as enumerated in Exhibit A of the Agreement for Professional Services.

LEGAL PROVISIONS: Contractor shall perform the work as an independent Contractor, and all persons employed by Contractor in connection herewith shall be employees of Contractor, and not employees of City in any respect.

No oral statement shall in any manner modify or otherwise affect the terms and conditions set forth herein and no change shall be made for any extra work, changes, or material unless same has been ordered in writing by City's representative in charge.

PERFORMANCE OF WORK:

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

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

PAYMENTS:

Payments: Contractor will be paid monthly 100% (1/12 of yearly amount) of the value of work satisfactorily completed and accepted by the City, including any extras, if any. Each monthly

payment will be made within fifteen (15) days after approval by the Parks Department of Contractor's invoice, covering the work performed during the month.

Withholding Funds: City will retain from any payments due hereunder sufficient funds to discharge any delinquent accounts of Contractor for which liens on City's property have been or can be filed, and City may at any time pay there from for Contractor's account such amounts as are admittedly due thereon. Funds will be withheld for any work deemed by City's representative in charge as not meeting the requirements of this specification.

SCOPE OF WORK

Street Median Landscape Maintenance Specifications

I. LANDSCAPE MAINTENANCE SPECIFICATIONS

1. SCOPE OF WORK

The Contractor shall furnish all labor, equipment, materials, tools and supervision to perform landscape maintenance as described herein including, but not limited to, the following:

- a) Weed control and cultivation - both mechanically and with chemicals
- b) Fertilization
- c) Shrub trimming, pruning and training
- d) Tree pruning and staking (Trees 15 feet tall and under)
- e) General pest control
- f) General litter control, refuse removal, and grounds policing
- g) Irrigation system monitoring, ***maintenance and repair***
- h) Hardscape cleaning/weeding

2. LEVEL OF MAINTENANCE

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

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

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

3. SUPERVISION OF CONTRACT

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

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

The City's representative and the Contractor's representative will meet twice a month. The purpose of these meetings will be to discuss project problems; tour sites and determine the Contractor's conformity with these specifications and the adequacy of the work being performed. Less frequent meetings may be scheduled as determined by the City.

4. SPECIFICATIONS

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

5. TRAFFIC AND ACCESS

The Contractor shall be responsible, during all phases of the work, to provide for public safety and convenience by use of traffic cones, signs, lighted barricades, lights, and flaggers as described and specified in the State of California, Department of Transportation MANUAL OF TRAFFIC CONTROLS - For Construction and Maintenance Work Zones, 2014 Edition. (Section 360, California Vehicle Code, defines highways to include streets.) The provisions of this manual will become a part of the requirements of the contract.

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

6. DISPOSAL

The Contractor shall dispose of all cuttings, weeds, leaves, trash and other debris from the operation (including periodic debris build-up and weed abatement along median curbs, median landscape areas, easements, and "hardscape" areas/including bridge overpasses) as work progresses. Also, the Contractor shall pay all disposal fees. The City shall not be responsible for any disposal by Contractor.

7. RECORDS

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

8. SPECIALTY OPERATIONS

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

9. LANDSCAPE LICENSE

The Contractor shall hold a valid and current California C27 License and submit copy thereof to the City. The Contractor shall also maintain a California State Licensed Pest Control Advisor or Qualified Applicator License with a Maintenance Gardener Business License. The use of any chemical by the Contractor shall be based on the recommendation of a State Licensed Pest Control Advisor. The names and permit numbers will be supplied to the City at the beginning of Contract, and any changes to this information shall be forwarded within 24 hours of said change.

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

Contractor must be “Bay-Friendly” certified or possess other IPM training documentation.

10. EXAMINATION OF SITE AND WORK

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

11. EXTRAORDINARY WORK

General:

New or unforeseen additional work will be classified as extra work and will be performed only upon approval by the Parks Manager, unless a condition exists wherein it appears that there is danger of injury to persons or damage of property. In seeking extra work approval, Contractor shall delineate costs related to how much of the job shall be labor/supervision and materials/parts, if any.

The City, as a result of Acts of God, vandalism, theft, civic disturbances, or accidents, may require extraordinary work.

Extraordinary work may be required by the City in order to add new landscaping or to delete, modify, or renovate existing landscaping.

Extraordinary work may be required for renovation or replacement of irrigation systems or component parts that have worn out in service.

Extraordinary work shall not interfere with the completion of the general maintenance work. For large projects of \$3,000 or more, an “Extra” crew, supervised by the Contractor, shall be used in order to keep the regular maintenance crew doing their scheduled work. This provision will be strictly enforced.

Process:

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

Payment:

Payment for extra work may be by written agreement between Contractor and City on a particular unit price stipulated for extra work, or on a lump sum price basis.

The City will pay for fully documented extra work based on an accumulation of costs established as follows:

Labor: The costs of labor will be the actual hours multiplied by the rate indicated in the Bid Schedule. The Contractor is required to pay costs for wages prevailing locally for the craft or type of workers at the time the extra work is done, plus employer payments of payroll taxes, insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State and local laws.

Materials: The cost of materials shall be at invoice or lowest current price at which same materials are locally available in the quantities involved plus tax, freight, and delivery. A Material Invoice must be attached to the billing.

Payment - General Invoices: Contractor, subcontractor, and vendor invoices for materials, labor, and equipment shall be submitted with a request for payment as follows:

Labor. Documentation noting site location and work performed

Material. Substantiating invoices describing and listing the quantities of the materials used.

Equipment. Documentation noting type of equipment, size, hours of operation, and loading and transportation, if applicable.

12. WORKMANSHIP AND SUPERVISION

The Contractor shall provide a work force sufficient to complete the work as specified.

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

If needed, weekend work may be permitted. Work needs to be discussed and prior approval given by Parks Manager or City's representative.

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

The work force shall include a thoroughly skilled, experienced and competent supervisor who shall be responsible for adherence to the specifications. Supervisors and foremen must communicate effectively both in written and oral English, and shall be present at all times during Contract operations. Any order given to these supervisors or foremen shall be deemed as delivered to the Contractor.

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

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

Persons employed by the Contractor who are found unsatisfactory by the City shall be discharged or reassigned by the Contractor upon fifteen (15) days written notice from the City.

13. REPAIRING DAMAGED WORK

The Contractor will report without delay any damage to City equipment or property and shall be held responsible for the replacement of any such damage caused by the Contractor's act hereunder. **Watering, pesticide spraying, and other maintenance specifications shall not be done at a time when it might damage parked cars or at times when activities in the contract area might be inconvenienced or disrupted.**

Repairs to the irrigation system resulting from damage by other than the Contractor's operation (e.g., vandalism) shall be reported promptly to the Parks Manager together with an estimate of costs for correction of the condition. The Parks Manager may authorize repair by the Contractor and the City will pay the Contractor for this work.

The Contractor shall be responsible for the replacement of all plant materials, including trees, shrubs, ground cover and similar materials. The full cost of such replacement, including the cost of labor, shall be borne by the Contractor if due to the Contractor's negligence.

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

authorize replacement by the Contractor, and the City will pay the Contractor for the cost of the replacement including the cost of labor.

14. SAFETY REQUIREMENT

All work performed under this Contract shall be performed in such a manner as to provide maximum safety to the public and where applicable, comply with all safety standards required by CAL-OSHA. The Parks Manager reserves the right to issue restraining or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this Contract.

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

15. LIABILITY FOR DAMAGES

The Contractor shall be fully responsible for any and all damage to City property, equipment, or other property on the public premises that result from the Contractor's operations under this Contract. This shall include, but not be limited to, the replacement, at Contractor's expense, of shrubs, trees, vines, turf, groundcover or other landscape items that are *lost due to contractor's negligence*.

16. SCHEDULES

Annual Schedule:

The Contractor shall provide an Annual Maintenance Schedule indicating the time frames when items of work shall be accomplished per the performance requirements.

The Contractor shall complete the schedule in a manner that shall correspond to the weekly schedules.

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

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

City-sponsored special events, recreation classes, etc. may necessitate changes or variations in scheduling. The Contractor shall adapt all schedules to the City's requests.

Irrigation Controller Schedules:

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

17. UNDERGROUND EXCAVATIONS

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

II. TECHNICAL MAINTENANCE SPECIFICATIONS

GENERAL LANDSCAPE MAINTENANCE REQUIREMENTS

All maintenance functions shall be performed in accordance with the following specifications and at the frequencies indicated. The City shall have the right to determine schedule days and the extent and frequency of additional “as needed” services. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the facilities. It is expected that each site be inspected a minimum of once per week.

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

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

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

Contractor shall maintain all street medians and easements clean of weeds, litter and debris at all times.

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

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

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

Contractor shall control all insects, diseases, rodents, snails, ants, slugs and other like pests *in conformance with the City’s IPM policy* and without the use of any Pyrethroids. The Parks Manager or City's representative should be made aware of any control measures to be used, showing evidence of written recommendations from the Contractor’s Pest Control Advisor.

Rodent control is considered a part of this Contract. All rodent activity should be controlled as soon as possible. Rodents include gophers, ground squirrels, moles, voles and rats. Rodent control must be carried out in a manner as to prevent any possible danger to non-targeted animals.

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

SPECIFIC LANDSCAPE MAINTENANCE REQUIREMENTS

Irrigation System Maintenance

1. Contractor shall maintain all irrigation systems in a professional, operable condition at all times. This includes but is not limited to controllers, back-flow devices, moisture sensors, manual and remote control valves, wiring, pipes, vaults, sprinkler heads, drip irrigation equipment, and quick couplers. All work of this kind shall be performed by the Contractor at no cost to the City. Any irrigation work that is required in hard to access areas such as under paved surfaces, streets, or sidewalks is not included in this contract.

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

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

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

Contractor shall adhere to all State and local regulations.

Water penalty charges are to be the responsibility of the Contractor. Only those water penalties accrued due to over-water-use behavior (i.e. water management, not leaks, vandalism or malfunctioning irrigation equipment) will count toward Contractor responsibilities. With 100% ET water budgeting allocation, it is assumed that the site landscape can maintain health and meet water use goals.

Penalties are assessed monthly with no cumulative allowance.

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

The Contractor shall turn off irrigation system controllers during periods of rain and scheduled City Events. Water runoff onto roadways or sidewalks shall be limited to minimal amounts and any excessive watering will not be

permitted. Excessive watering shall be immediately reported to the Parks Manager.

All sprinkler part replacements are to be made with original type material or better; the Parks Manager will approve all substitutes.

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

Necessary irrigation repairs shall be made prior to the next irrigation cycle.

Irrigation programming charts will be updated each month.

Areas that require irrigation will have such accomplished no later than 6:00 a.m.

2. Irrigation systems shall be thoroughly inspected by operating all control valves and checking for proper coverage, leaks, valve actuation, proper timing, and other operational conditions. Such inspection shall be made at least once per month; however, the Contractor shall be responsible for the proper operation of the system at all times and shall provide for obvious repairs as they occur. The City will provide backflow testing at no cost to the Contractor.
3. Repairs - ***A comprehensive testing and check of all irrigation systems shall be made approximately thirty (30) days prior to the end of the Contract and any repairs deemed the responsibility of the Contractor shall be made by the Contractor prior to the end of the Contract.*** If the Contractor does not make repairs to the satisfaction of the City, deductions shall be made from the Contract payment in the amount to cover the cost to eliminate the discrepancies, as determined by the Parks Manager.

NOTE:

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

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

Ground Cover Maintenance

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

- A. **Weeds** - Contractor must adhere to City of Foster City's IPM Protocols that *"requires that the City departments and City contractors who apply pesticides to City property, eliminate or reduce pesticide applications to the maximum extent feasible"*. I.e.:
- 1) Weeds on bare ground or hard-scape shall be mowed or line-trimmed. Any visible weeds must be kept at 1" or less above ground.
 - 2) Noxious weeds, such as Mallow, Fennel, "Wild Garlic", and "Thistle" shall first be pulled or mechanically removed, then controlled with chemical applications as necessary (category III "Caution" only).
 - Careful precaution must be exercised to avoid any runoff into storm-drains at all times.
 - All chemical applications must be performed by properly trained/certified applicators only, as required by DPR and City IPM policy.
 - Parks Manager or appointed designee shall be notified in writing a minimum 48 hours in advance of any chemical application. Notice shall include name and EPA # of chemical(s) to be applied, date(s) and location(s).
 - Posting shall be provided by contractor as required per label, DPR, or as requested by Parks Manager.

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

- A. Weeds - Weeds shall be removed upon appearance. Weed removal will be done on a weekly basis. A pre-emergent herbicide may be used where appropriate in shrub and ground cover beds to inhibit weed growth. Weeds not killed with herbicides shall be removed manually.

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

- B. Ground Cover - Ground cover areas shall be fertilized once per year in April with 15-15-15 commercial fertilizer or equal, at a rate of 6

pounds per 1,000 square feet. In addition, the contractor shall follow fertilizer recommendations made in the soils report. Fertilizer shall be a complete fertilizer furnishing the required percentage of nitrogen, phosphoric acid and potash to keep groundcover, trees, shrubs and other plants in a healthy and vigorous growing condition. Applications shall be made at recommended rates. If the application of iron, zinc or other trace minerals is required to correct a specific soil deficiency, it shall also be applied as specified by the Inspector at the Contractor's expense.

- 1) Trim and edge as necessary to restrict growth from encroaching on sidewalks, curbs, turf areas, shrubs, roadways or other adjacent areas.
- 2) Irrigate as required to maintain adequate growth and reasonable appearance.
- 3) Control pests, including insects and diseases, as necessary to maintain a healthy environment for plant growth. This includes rodents, snails and slugs.
- 4) Bare ground cover (furrow) areas shall be kept cultivated and raked of all debris and free of weeds.

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

- 1) Shrubs shall be maintained in a safe and reasonably trimmed appearance by proper shaping and pruning to promote the plant's natural character.
- 2) Quarterly trim shrubs to maintain the size and shape specified by the City's representative or Parks Manager. Pruning shall be accomplished to maintain a "natural" appearance.
- 3) Remove all dead, diseased or damaged branches back to a side branch. Do not leave branch stubs.
- 4) Application of an iron chelate fertilizer or other micronutrients shall be made as needed throughout the year to maintain a healthy, vigorous growth and foliage.
- 5) Irrigate as required to maintain adequate growth and appearance.
- 6) All bare shrub bed areas shall be weeded and raked weekly to remove all litter and other debris.

- 7) Growth of woody plants shall be encouraged except where it interferes with maintenance activities, pedestrian circulation or roadways. Dead branches of plants shall be removed regularly.
- 8) Plant material adjacent to curbs, sidewalks and roadways shall be trimmed regularly to provide for proper, unobstructed circulation.
- 9) Any paper, weeds, cans or other litter found in groundcover/ shrub beds shall be removed on a weekly basis

Tree Maintenance

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

- 1) Remove all suckers from base of trees as they develop throughout the year. Remove all dead, broken or damaged branches in all trees.
- 2) Stake and support trees as necessary. Staking and guying shall be done in accordance with City standards.
- 3) All tree guys, ties and stakes shall be checked regularly to avoid girdling and damage.
- 4) Contractor shall stake or otherwise support trees during inclement weather, and remove branches and other debris generated by such weather.
- 5) Each site shall be inspected for dead or dying trees; broken, cracked or hanging branches; or other hazards. Immediately notify City's representative or Parks Manager if any of the above conditions exist.
- 6) Except for emergency removal, no tree or shrub shall be removed without prior direction or approval of the City. Trees and shrubs badly damaged and in need of replacement shall be brought to the attention of the City's representative or Parks Manager.
- 7) Water as required to maintain proper and vigorous growth according to variety.
- 8) Tree wells shall be kept as bare soil unless groundcover is present. Weeds around trees shall be removed before they reach 3-inches in height.

- 9) Chemically control plant growth around trees for a one (1) foot distance from the base of the tree. Damage to the tree trunk by string trimmers (weed whips/line trimmers) is to be avoided.
- 10) Complete pruning, heading back, lacing out or removal will be done by other tree-trimming contractors hired by the City, or by City forces.
- 11) Complete pruning of trees fifteen feet and under is included in this contract.

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

III. LIST OF ATTACHMENTS

- A. List of Locations (Square Footage)
- B. Map of Locations
- C. San Mateo Countywide Water Pollution Prevention Program Model Integrated Pest Management (IPM) Policy.
- D. City of Foster City Standard Operating Procedures for Pesticide Use and Implementation of Municipality's Integrated Pest Management Policy.
- E. Water Conservation Measures
- F. Sample Insurance
- G. Agreement for Professional Services for Median Maintenance 2017

END OF DOCUMENT