

TOWN OF COLMA
Public Works Department

TOWN OF COLMA

REQUEST FOR PROPOSAL

LANDSCAPE MAINTENANCE SERVICES

March 27, 2019



TABLE OF CONTENTS

- 1) Colma Landscape Maintenance Services RFP
- 2) Exhibit A-1 Town Facilities and Rights-of-Way
- 3) Exhibit A-2 General Maintenance Services
- 4) Exhibit A-3 Picture Exhibits – Right of Ways and Facilities
- 5) Exhibit B-1 Annual Cleaning Services
- 5.1) Exhibit B-2 Picture Exhibits – Annual Services
- 6) Exhibit C - Pesticide Use and IPM Policy
- 7) Exhibit D - Pricing Form
- 8) Exhibit E - Traffic Control and Safety
- 9) Exhibit F - Sample Landscape Maintenance Contract 2019

Total number of pages including Cover page and Table of Contents - 75

TOWN OF COLMA
REQUEST FOR PROPOSAL (RFP)
for
LANDSCAPE MAINTENANCE SERVICES

I. Introduction

The Town of Colma ("Town") is located in north San Mateo County and is bordered by South San Francisco and Daly City. Colma is the smallest city in San Mateo County with a population of about 1,600 residents. It has 17 cemeteries, two shopping centers, an auto row and one cardroom. The Town is a general law city with a Council-City Manager form of government. The Town offers a full array of municipal services.

The Public Works Department for the Town is requesting proposals from qualified licensed firms in the State of California to provide landscape maintenance services throughout the Town. The Town's current landscape maintenance service provider is in the final year of its contract. The Town desires to update the services it is now receiving to meet the Town's current and future landscaping maintenance needs. The goal of the contract is to keep the publicly landscaped areas of Town looking healthy, full, weed free and vibrant for the residents, public and employees to enjoy.

Landscaped areas within the Town that requires maintenance include plants, trees, and lawn in the roadway medians and shoulders and eight (8) Town facilities. Colma Creek concrete channel runs for approximately 1.5 to 2.0 miles through Town and requires annual cleaning for trash and weeds. Additional as-needed services and emergency services are described in the RFP.

II. Anticipated Schedule for Consideration of RFP (dates are subject to change)

<i>Action</i>	<i>Date</i>
Issue RFP to potential Proposers	03/27/19
Mandatory Pre-proposal Meeting	04/08/19
Proposals due	04/24/19
Complete selection process	05/06/19
Contract award	05/22/19
Sign and process contract	06/07/19
Start of Contract	07/01/19

Proposals are due on Wednesday April 24th, 2019 no later than 3:00 PM local time at the City Clerk's office located in the Colma Town Hall, 1198 El Camino Real, Colma, CA 94014. This is **not** a Public Bid Opening.

Applicants are fully and exclusively responsible for submission of their proposal (in accordance with the terms and format specified in this RFP) to the Town on or before the deadline. Proposals submitted after the deadline will be considered non-responsive and returned to the applicant.

If the Town elects to award a contract as a result of this RFP, it is anticipated that the contract award will be made at a meeting of the City Council on May 22nd, 2019. The Town reserves the right to adjust this date and other dates within this RFP at its discretion.

Terms of Submission of Proposals

- A. ***Contents.*** Proposals must fully comply with the requirements detailed in this RFP. Required supporting documentation must be included as exhibits and must be appropriately identified. Incomplete proposals, proposals containing errors or inconsistencies, failure to submit the proper quantity of copies, or other process or content errors or deficiencies may result in your proposal being considered non-responsive, thus being rejected.
- B. ***Effect of Submission; Bid Modification.*** Submission of a proposal shall constitute acknowledgment and acceptance of all the terms and conditions contained in this RFP, unless an exception to particular terms and conditions are expressed in writing in the proposal. Once submitted, responses to this RFP cannot be altered without the Town's written consent. The terms of the proposals must be firm for a minimum period of sixty (60) days from the date of the proposal opening. Upon selection of its proposal, in whole or in part, the selected proposer is bound to execute the Town's written contract for landscaping maintenance services in accordance with the terms of this RFP and its bid. A sample contract is attached in Exhibit F.
- C. ***Communications.*** Telephone communications with Town staff regarding this RFP are not encouraged but will be permitted. However, any such oral communication will not be binding on the Town. Contractors are encouraged to provide a written copy of their questions via email. All telephone questions should be directed to Brad Donohue, Director of Public Works.

Main line: 650-757-8888

Written questions should be emailed to:

brad.donohue@colma.ca.gov and louis.gotelli@colma.ca.gov

Copy to: public.works@colma.ca.gov

- D. *Proposal Costs.* The Town is not liable for any costs or expenses incurred in the preparation of a response to this RFP. All costs in preparing and submitting a proposal shall be borne by the proposer.
- E. *Proposal Withdrawal.* A proposer may withdraw a proposal without prejudice prior to the time specified for bid opening by submitting a written request for proposal withdrawal to the City Manager, in which event, the proposal will be returned to the proposer unopened. No proposal received after the time specified or at any place other than that stated in the RFP and notice of the same will be considered.
- F. *Retention and Use of Proposals.* The Town reserves the right to retain all proposals, as well as any reports, data or other material prepared or assembled by proposer and submitted to Town in response to this RFP, and to use any idea in any proposal regardless of whether that proposal is selected.
- G. *RFP Withdrawal or Modification.* The Town reserves the right to withdraw or modify this RFP at any time.
- H. *Public Records Act.* Each proposer should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Town is not in a position to establish that a proposal which a proposer submits is or contains a trade secret. A proposer submitting any information that it considers a trade secret, must label such information as "confidential." If a Public Records Act request is made for any information marked "confidential" by a proposer, the Town will provide that proposer with reasonable notice to allow the proposer to seek protection from disclosure by a court of competent jurisdiction.
- I. *Labor Compliance.* Pursuant to Labor Code Section 1773, the Town has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in San Mateo County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these prevailing wage rates may be obtained via the internet at: www.dir.ca.gov/dlsr/. In addition, a copy of the prevailing rate of per diem wages is available at the Town's offices and shall be made available to interested parties upon request. The successful proposer shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the proposer to whom the contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid/propose on, be listed in a bid

proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No proposal will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the proposer and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the term of the landscape maintenance services contract. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In proposing on this project, it shall be the proposer's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its proposal.

- J. *Approval by City Council.* An agreement with the successful proposer shall not be binding unless and until it is approved by the City Council and executed by authorized representatives of both parties.
- K. *Competency and Responsibility.* The Town reserves full discretion to determine the competence and responsibility, professionally and/or financially, of proposers. Proposers shall provide, in a timely manner, any and all information that the Town deems necessary to make such a decision.
- L. *Execution of Contract.* The proposer to whom award is made will be expected to execute a written contract for landscaping maintenance services with the Town within ten (10) calendar days after notice of the award has been mailed to the address given by the proposer in its proposal.
- M. *Failure to Execute Contract.* If the proposer to whom the award is made fails to enter into the contract, the award may, in the Town's sole discretion, be annulled and an award may be made to the next highest ranked proposer, who will fulfill every stipulation as if it were the party to whom the first award was made.
- N. *Acceptance or Rejection and Negotiation of Proposal.* The Town reserves the right to accept or reject any or all proposals, or to select more than one firm for this work as deemed appropriate by the Town. After selection by the Town, the contents of the submitted proposal will become a contractual obligation. Failure to agree to include the proposal as part of the contractual agreement will result in cancellation of the award. The Town reserves the right to negotiate a modification to, or accept any part of the proposal, and may not be obligated in any way to accept those parts that do not meet with the approval of the Town. The Town also reserves the right to waive immaterial irregularities in any

proposal, and to make an award as the interest of the Town may require. Final terms and conditions of the contract, including length, scope of services and compensation will be negotiated at the time of selection and will be subject to the approval of the City Manager, City Attorney, and City Council.

- O. *Affidavit of Non-Collusion.* All proposers shall warrant and covenant that the submitted Proposal is not made in the interest of, or on behalf of, any non-disclosed person, partnership, company, association, organization or corporation; that the proposal is genuine and non-collusive or sham; that the Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that another person or entity shall refrain from submitting a proposal under this RFP or otherwise; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix its proposal price or its proposal price of any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Proposer, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, entity, corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal. An affidavit of non-collusion as required by this section shall accompany every proposal submitted in response to this RFP.

III. Services Requested, Areas and Facilities to be Maintained

A. *Guide*

This Request for Proposals (RFP) contains an overview of the services requested by the Town. Detailed descriptions of the areas and facilities to be serviced, the services that are requested, and standards of performance are set forth in a proposed Landscape Maintenance Contract and exhibits that are attached to this RFP. Any bid must be based on the contract and exhibits attached to this RFP. If there are any inconsistencies between the contract with its exhibits and the RFP, the contract with exhibits shall prevail.

The proposed contract describes the different categories of services, including general landscape maintenance, annual cleaning, extra work, and emergency services, and how the Town will pay for those services. It also includes standards applicable to any work performed by the Contractor, such as work hours, safety standards, and sustainability standards. Compliance with each and every standard is a condition of the contract. The

exhibits to the contract provide details about certain categories of work and pricing schedules for the different categories of services rendered by the Contractor.

General landscape maintenance services to be provided in public facilities and rights of way are described in Exhibit A to the contract.

Annual cleaning of the Colma creek and area drains within the Town's facilities are described in Exhibit B.

Exhibit C contains a detailed description of policies and required practices for use of biological and chemical materials, including the Town's *Integrated Pest Management Policy and Procedures*.

When the contract is signed, Exhibit D will contain pricing schedules for the different categories of services rendered by the Contractor. Each proposer is requested to complete and sign a proposed form of Exhibit D as part of its proposal package. (See § XI.C, below).

Exhibit E mandates that certain traffic control practices be followed when working within the following streets: El Camino Real, Hillside Boulevard, Junipero Serra Boulevard, Serramonte Boulevard, Lawndale Boulevard and Colma Boulevard.

B. Summary of Landscaping Maintenance Services

The following summary is for the prospective proposer's convenience only. Detailed description of services to be performed are listed on Exhibits attached to the RFP, including pictures, which will become part of the Contract.

General Services to be Provided at a Monthly Fixed Cost. The general landscape services described in Exhibit A include, but are not limited to the following:

- Inspect, maintain, prune, trim, and fertilize plants and turf areas within all Town facilities and rights-of-ways;
- Prune all trees to maintain a 7-foot minimum clearance over all the Town's public walkways, sidewalks, and accessible areas; and within all Town facilities;
- Control pests, rodents and diseases of various plant species in accordance with the Town's Integrated Pest Management Policy and Procedures within all Town facilities and rights-of-way;
- As needed, but not less than once per month, manage and control pests to prevent damage to the landscaped areas;

- Inspect rights of ways and facilities every week to check for rodent activity and set traps as needed. Baiting is not preferred;
- Remove all weeds in accordance with the Town's Integrated Pest Management Policy and Procedures, once a month or as needed;
- Check, test and maintain the irrigation system for normal operation and efficiency, as required
- Mow and maintain lawns at Town Facilities (Exhibit A), and
- Mow, edge and maintain non-irrigated turf in the medians within El Camino Real and Lawndale Boulevard; twice a month at a minimum (Exhibit A).
- Remove weeds in the cracks on public sidewalks, medians, roadside edges, and on the west side shoulder on Junipero Serra Blvd.
- Cut/trim overgrowth (from the neighboring property) over the property line fence along the Right-of-way on Lawndale Blvd, Colma Blvd, Serramonte Blvd East, etc.
- Remove trash (paper, plastic, bottles, etc.) accumulated in the landscaped areas and drop-off at the Corp Yard. Provide trash quantities (e.g.: gallons/bags) to the Maintenance Supervisor.
- Maintain rain gardens/bio-retention areas on Hillside Blvd and the Town Hall in accordance with the Town's standard operating procedures (SoP's).
- Replace dying or deficient plants due to faulty maintenance.
- Attend bi-monthly (2 X month) meeting with Town Staff to review and discuss level of service, identify and resolve pending issues.
- Attend a minimum of three (3) meetings/workshops (annually) conducted by San Mateo Countywide Water Pollution Program, representing the Town.

*Annual Cleaning Services to be provided at an Annual Fixed Cost (**Exhibit B**)*

- Clean and maintain all area drains within Town facilities annually; and
- Clean Colma Creek one time per year (remove trash, overhanging branches/shrubs, loose debris, weeds, etc.) between August and September. Quantify and report trash amounts removed from the Creek Cleanup to the Public Works Supervisor on the reporting forms provided by the Town.

As Requested Services Provided on a Per Unit Basis (Exhibit F, Contract § 3)

- Aerate lawns by either spiking or plugging;
- Plant annuals and perennials, as specified in the contract; and
- Furnish and install seasonal flowers four (4) times per year in designated areas at the Creekside Villas and Town Hall; (Not to exceed 500 square feet and as designated by the Public Works Supervisor);

As Requested Services Provided on an Hourly Basis (Exhibit F, Contract § 4)

- Weed whacking roadside areas as specified and directed by the Town's representative;
- Repairing damage to landscaped areas caused by vandalism;
- Repairing damage to landscaped areas caused by vehicular accidents to the lawn areas (does not include lawn damage caused by the Contractor or his/her sub-contractor); and
- Repairs needed for obtaining certified backflow irrigation devices.
- Provide consulting services for plant selection, review of landscaping plans for new and redevelopment projects within the Town.

Emergency Services to be Provided at an Hourly Cost (Exhibit F, Contract § 5). The following services shall be provided at an agreed-upon hourly cost:

- Provide crews to work with the Public Works and Engineering Department in emergency situations on an as needed basis;
- Ability to assemble a minimum crew of six men and a supervisor to respond to emergencies (i.e., major storms, earthquakes);
- On call availability 24 hours a day, 365 days per year; and

IV. Standards; Hours

- A. *Landscaped Areas.* Landscaped areas should appear as depicted in the photographs and accompanying text that are attached to Exhibit A to the proposed Landscape Maintenance Services contract.
- B. *Caltrans Standards.* All work shall conform to section 20 of the Caltrans standards and specifications pertaining to erosion control and highway planting.
- C. *Work Safety Standards.* Contractor shall provide traffic safety equipment, signage and apparel, and shall perform its work to assure safety for its workers and the public. Specifically, and without limitation, Contractor shall:

- When working within Hillside Boulevard, El Camino Real, Junipero Serra Boulevard, Colma Boulevard, and Serramonte Boulevard:
 - Provide all signage, arrow boards, traffic cones and personnel qualified to install traffic control devices as required in conformance with OSHA, Caltrans, and CAMUTCD Standards;
 - Where Exhibit E applies, perform its work in accordance with Exhibit E (Minimum traffic control safety practices) and in conformance with traffic control plans provided by Contractor and approved by Town/Caltrans;
 - Where Exhibit E does not apply, perform its work with Caltrans standards for highway safety and in conformance with traffic control plans provided by Contractor and approved by Town/Caltrans; and
 - When working within El Camino Real, acquire a Caltrans rider permit to the Town's General Encroachment Permit;
 - Provide Town with schedules when required work is to take place in the various rights of way;
 - Conduct monthly safety meeting and submit attendees list, meeting agenda and notes to the Town; and
 - Provide Town with proof of certified training (Caltrans ATTSA, etc.)
- D. *Hours.* All regularly scheduled maintenance work must be done Monday through Friday, between 7:00 am and 4:00 pm. Work in the residential neighborhood and work impacting traffic should be performed between 9:00 am and 3:00 pm, unless an alternate schedule is submitted and approved by the Town in advance.
- E. *Sustainability.* Contractor shall follow sustainable practices that:
- Manage and maintain irrigation systems to conserve water by reducing or eliminating runoff, hydro zoning, and other practices;
 - When appropriate, use mulching and composting practices to conserve water, enhance growth of plants, improve appearance of landscape, and reduce weed growth;
 - Use California native, drought tolerant landscaping and plants approved by the Town's Planning Department, appropriate to the site & adapted to our region's rainfall with no planting of invasive species; and

- When appropriate, use principles from the Bay-Friendly Landscape Professionals Coalition (www.bayfriendlycoalition.org).
- When appropriate, leave grass clippings in-place after mowing to promote 'grasscycling'.

V. Fingerprinting/Background Checks

The proposer and all proposed employees must be fingerprinted and must pass a background check prior to entrance into the contract. (See section 13 of the Contract.)

VI. Pre-Proposal Meeting and Walkthrough

A mandatory pre-proposal meeting and walkthrough will be held on April 8th, 2019 at 10:00 am at the Colma Town Hall, located at 1198 El Camino Real. The meeting will consist of two parts, first an oral presentation discussing the request for proposal and its contents and second, if necessary, at the Town's discretion, a walkthrough of the Town reviewing the various areas to be maintained and the Town's landscaping needs.

VII. Follow-Up Interview

If the Town decides to award a contract based on this RFP, it may select firm(s) for a follow-up interview. The firm(s) selected will be notified by the Town and requested to set up a date for the interview within five (5) working days after the notification.

VIII. Evaluation of Proposals

A committee comprised of Town staff will review each proposal received. An interview with those firms that appear most qualified to carry out the work outlined in this RFP will be conducted by the Town. Selection will be based largely, but not entirely, on the following criteria:

- A. *Compliance with RFP.* Responsiveness, comprehensiveness and consistency of the proposal with respect to this RFP;
- B. *Content and Knowledge.* Demonstration of a clear understanding of the Town's objectives as outlined in this RFP and Exhibits A and B, and the ability to meet the Town's needs;
- C. *Sustainability.* Commitment to implementing sustainability practices;
- D. *Competence.* The qualifications of personnel and, if needed, subcontractors who will be working within the Town. The Town reserves the right to dismiss personnel and or subcontractors upon their discretion;
- E. *Character.* The character, integrity, reputation, judgment, and experience of the proposer, its personnel and subcontractors (if applicable);

- F. *Experience and References.* Experience and qualifications to perform the requested landscape maintenance services, including current licenses and any history of license suspension or discipline. The proposer's experience and qualifications will be measured by, including but not limited to, satisfaction of references with services received;
- G. *Licensing.* Documentation of all applicable licenses, including a license from the California Department of Pesticide as a Qualified Applicator, with preference given to IPM certified contractors (e.g.: EcoWise Certified or functionally-equivalent);
- H. *Working Relationships.* Ability to work effectively with Town staff and representatives, project supervisor and lead worker coordination with Town Staff, ability to respond, coordination and responsiveness in addressing Town's maintenance needs, quality control, etc.;
- I. *Cost.* Although a significant factor, cost may not be the dominant factor; cost is particularly important when all the other evaluation criteria are relatively equal;
- J. *Background Check and Fingerprint Results.* Town's satisfaction that based on the results of workers' fingerprints and background checks, the awarded contractor will not jeopardize the safety of the Town facilities or public in connection therewith. As stated above, fingerprinting and background checks are required for all personnel to be employed by proposer to perform the landscaping services to the Town; and
- K. *Compliance with Federal, State and Local Regulations.* Demonstrated ability to comply with all applicable federal, state and local regulations including, without limitation, those pertaining to nondiscrimination in employment and provision of programs for equal opportunity employment.

IX. Contract

The successful proposer will be expected to enter into a contract with the Town with terms that are substantially the same as set forth in the proposed Landscape Maintenance Services Contract, including exhibits, that is attached to this RFP. The proposed contract requires the successful contractor to, among other things:

- maintain general liability insurance with a minimum combined single limit in the amount of two million dollars (\$2,000,000) per occurrence;
- possess all required licenses, including a Town business license;
- comply with the Immigration Act of 1986;

- not discriminate in employment because of age, race, color, sex, national origin or ancestry, sexual orientation, religion, or disability;
- warrant and covenant that it does not and will not have a conflict of interest; and
- pay prevailing wages at a minimum

X. Submission of Proposal

Each proposer shall submit six (6) copies and one (1) electronic PDF copy of the proposal prepared in response to this RFP as follows:

- A. The proposal documents must be enclosed in two inner, sealed envelopes within an outer envelope. The outer envelope shall be addressed to:

Town of Colma
Attn: City Clerk
"Proposal for Landscape Maintenance Services, 2019"
1198 El Camino Real
Colma, CA 94014

- B. One inner, sealed envelope shall be clearly labeled "Proposal for Landscape Maintenance Services" and the name of the proposer(s), and shall contain a Transmittal Letter, duly signed by an authorized agent of the proposer, which shall briefly state the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement as to why the firm believes it to be best qualified to perform the engagement, a statement that the proposing firm is aware of, and is ready, able and willing to provide to the Town each of the warranties described in the contract, a statement that the proposal is a firm and irrevocable offer for sixty (60) days minimum from the RFP submittal deadline, and the contents described in item XI of the RFP.
- C. The other inner, sealed envelope shall be clearly labeled "Exhibit D - Price Sheet" and the name of the proposer, and shall contain the following price information, duly signed by an authorized agent of the proposer, in the form that is Exhibit D to the proposed contract:
- monthly and annual not-to-exceed charges to complete the general landscape services required per facility or right-of-way;
 - per unit charges to perform the annual cleaning services;
 - per unit charges to perform the Extra services described in section 3 of the contract;

- hourly rates for Extra Services described in section 4 of the contract;
 - the factor for calculating the rates for “Emergency Services;”
- D. The Proposal must be received by the Town on or before the deadline set forth in this RFP. No Email or FAX submittals will be accepted.

XI. Form and Content of Proposal

The Proposal shall contain the following information in the following format, to be considered:

- A. *Qualifications of the proposer.* The proposal shall describe the knowledge, background and experience of the proposer, including, without limitation:
- A1. a statement as to actual ownership and legal structure of the proposer (e.g., corporation, limited liability company, general partnership, etc.), including registered corporation number, where applicable;
 - A2. whether the proposed service provider is a subsidiary company or operating under a fictitious name;
- evidence of ability to procure insurance required by the contract; and
 - description of qualifications of key staff people, including an organizational chart; and
 - names and qualifications of each sub-contractor expected to be engaged in work on these services.
- B. *Personnel.* Provide the names of the manager and other staff members to be utilized on these services and for each individual, his or her;
- Job title or position;
 - Qualifications and past experiences in services of this nature; and
 - Experience with references, both current and past.
- C. *Project Approach.* Provide an outline on how your firm would proceed with this work and the basis on which you make your evaluations and recommendations and a statement indicating the methodology your firm plans to use to conduct the work.
- D. *Content and Knowledge.* The proposal should include a clear understanding of the Town’s objectives as outlined in this RFP and Exhibits A and B, and the ability to meet the Town’s needs; commitment to implementing sustainability

practices; licensing and certifications; contractors' approach towards maintaining a working relationship and coordination with Town Staff to address maintenance needs; etc.

- E. *Project Schedule.* Provide a schedule along with the required work force dedicated on those particular days where work is scheduled.
- F. *References.* Provide a list of three (3) references (name, address, phone number, project type) for recent similar work within the past five (3) years.
- G. *Statement of Past Contract Disqualification.* Submit a statement regarding any past discipline, suspension, revocation or disqualification by a governmental or licensing agency.
- H. *Similar Engagements with other Government Entities.* List the three most significant engagements performed in the last five years that are similar to the engagement described in this RFP. Indicate the scope of work, date, contracting party, total hours of worked performed, cost of contract, telephone number and the name of the principal client contact. Indicate "none" if your firm has not provided service for any municipal client.
- I. *Anticipated Potential Problems.* The proposal should identify and describe any anticipated potential problems, the proposer's approach to resolving these problems, and any special assistance that will be requested from the Town.

EXHIBIT A-1

STREETS AND RIGHT-OF-WAYS													
AREA								WEED	WEED	PEST	RODENT	TRAFFIC	PICTURE
STREETS & RIGHTS-OF -WAY	LOCATION WITHIN COLMA TOWN LIMITS	LAWN	TREES	PLANTS	BIO-RETENTION AREAS	FERT.	IRRIG.	WACKING	CONTROL	CONTROL	CONTROL	CONTROL	NUMBERS
EL CAMINO REAL	FROM DALY CITY (A Street) TO MISSION ROAD	X	X	X		X	X	X	X	X *	X	X	1-5
SERRAMONTE BLVD. WEST	FROM JSB TO EL CAMINO REAL		X	X		X	X		X	X *	X	X	6-10
SERRAMONTE BLVD. EAST	FROM EL CAMINO REAL TO HILLSIDE BLVD.		X	X		X	X		X	X *	X	X	11-14
COLLINS AVE.	FROM SERRAMONTE BLVD. TO EL CAMINO REAL		X					X	X	X *	X	X	15-19
COLMA BLVD.	FROM JSB TO EL CAMINO REAL	X	X	X		X	X	X	X	X *	X	X	20-23
MISSION ROAD	FROM EL CAMINO REAL TO SSF CITY LINE		X			X		X	X	X *	X	X	24-28
JUNIPERO SERRA BLVD. (JSB)	FROM DALY CITY TO SOUTH SAN FRANCISCO		X	X		X	X	X	X	X *	X	X	29-33
LAWNDALE BLVD.	FROM HILLSIDE BLVD. TO MISSION ROAD	X	X	X		X	X	X	X	X *	X	X	34-39
CLARK AVE.	FROM 150' NORTH OF B ST. TO F ST.		X	X		X	X		X	X *	X		40-44
B STREET	FROM EL CAMINO REAL EAST TO END		X	X		X	X		X	X *	X		45-49
C STREET	FROM EL CAMINO REAL EAST TO END		X	X		X	X		X	X *	X		50-53
D STREET (Including stairs)	FROM BOTTOM OF D STREET STAIRWAY EAST TO END		X	X		X	X			X *	X		54-59
E STREET (including stairs)	FROM BOTTOM OF E STREET STAIRWAY EAST TO END		X	X		X	X		X	X *	X		60-63
F STREET	FROM EL CAMINO REAL GO EAST TO HILLSIDE		X	X		X	X		X	X *	X		64-69
HILLSIDE BLVD	FROM HOFFMAN ST TO SERRAMONTE BLVD.		X	X	X	X	X	X	X	X *	X	X	70-74

* If needed

FACILITIES													
AREA								WEED	WEED	PEST	RODENT	TRAFFIC	PICTURE
FACILITIES	LOCATION	LAWN	TREES	PLANTS	BIO-RETENTION AREAS	FERT.	IRRIG.	WACKING	CONTROL	CONTROL	CONTROL	CONTROL	NUMBERS
TOWN HALL	1198 EL CAMINO REAL	X	X	X	X	X	X		X	X	X		75-80
COLMA POLICE FACILITY	1199 EL CAMINO REAL	X	X	X		X	X		X	X	X		81-86
CREEKSIDE VILLAS	1180 EL CAMINO REAL		X	X		X	X		X	X	X		87-98
REC. CENTER	427 F STREET	X	X	X		X	X		X	X	X		99-108
CORP. YARD	601 F STREET	X		X		X	X		X	X	X		109-110
BARK PARK	427 D STREET	X	X	X		X	X		X	X	X		111-113
HISTORICAL MUSEUM	1500 HILLSIDE BLVD.	X	X	X		X	X		X	X	X		114-119
COMMUNITY CENTER	1520 HILLSIDE BLVD.	X	X	X		X	X		X	X	X		120-126

EXHIBIT A-2: GENERAL LANDSCAPE MAINTENANCE SERVICES - REGULAR TASKS

1. LAWN

There is approximately 205,000 square feet of lawn/turf and non-irrigated lawn areas within the Town limits (Town facilities and rights-of-way) that requires maintenance.

(a) Contractor's Duties. Contractor shall:

- Mow irrigated lawn and turf within all Town facilities once per week during the spring and summer months and on as reasonably needed basis during the fall and winter months.
- Mow non-irrigated lawn in the roadway medians on El Camino Real and Lawndale Blvd twice per month during the spring and summer months and on as reasonably needed basis during the fall and winter months.
- Edge all borders (curbs, sidewalks, walkways, etc.) and around all structures with power edger where applicable.
- Mowing of the lawns will be performed by equipment that is capable of mulching and follow practices that allow grasscycling. When mulching cannot be accomplished, lawn clippings shall be bagged, quantified and properly disposed of in Town green waste container.
- Administer irrigation system to conserve water and adhere to the requirements of the Town's Water Efficient Landscape Regulations (Colma Municipal Code, subchapter 5.11).
- Irrigate at night; exception: irrigate during the day only after applying fertilizer.
- Scarify and re-sod worn or rotted lawn areas as necessary to produce a uniform strand of turf.
- Fertilize once during the Spring and thereafter on an as reasonably needed basis to maintain a healthy growth and appearance.

(b) Town's Duties. Town shall:

- Pay for fertilizer materials.
- Pay for irrigation repairs, labor and materials.
- Pay for repair of damage caused by vandalism, vehicular accidents to the lawn areas.
- When required, Town will compensate for aerating of turf areas.

2. TREES

(a) Contractor's Duties. Contractor shall:

- Street trees in the right-of-way and all Town facilities are to be pruned to keep a minimum of seven feet head clearance.
- Remove and recycle branches and tree debris.

(b) Town's Duties. Town shall:

- Pay for arborist when/as needed.

3. PLANTS

The Town of Colma has a variation of both perennial and annual plantings in the various public facilities and rights-of-way. Perennial plants are only required to be replaced on as reasonably needed basis, (old, woody, diseased, damaged, change of landscape, etc.). Annual plantings are required to be replaced 3-4 times a year.

EXHIBIT A-2: GENERAL LANDSCAPE MAINTENANCE SERVICES - REGULAR TASKS

(a) Contractor's Duties. Contractor shall:

- Inspect all plants on a monthly basis and make necessary recommendations to keep maintain healthy appearance.
- Administer and provide proper irrigation.
- Furnish and install seasonal flowers 4 times per year in designated areas (Town Hall and Creekside Villas).
- Provide suggested list of plants that will grow well within Colma climate, including prices on a yearly basis.
- Hedge and trim shrubs, bushes and ground cover on weekly basis or more frequently as reasonably needed.
- Apply fertilizer to newly planted plants at the time of planting.
- Apply fertilizer to mature plants as needed to promote healthy growth.
- Hand water areas not covered by the irrigation system.
- Replace dead and/or deficient plants due to faulty maintenance within 10 days.

(b) Town's Duties. Town shall:

- Pay for fertilizer materials.
- Pay for irrigation system repairs, labor and materials.
- Pay for repair or replacement of plants caused by vandalism, vehicular accidents and other similar third-party actions beyond the control of contractor.
- Pay the annual allowance specified in Exhibit D for annual plants. (Contractor to install and maintain plants as provided in contract.)
- Pay the annual allowance specified in Exhibit D for perennial planting. (Labor and materials to be included in allowance amount.)

4. IRRIGATION

(a) Contractor's Duties. Contractor shall:

- Administer and provide proper irrigation to all landscaped areas.
- Check and test irrigation system for normal operation. Make minor repairs and adjustments at least once per month or as reasonably needed.
- Make repairs to the irrigation system within 7 days of noticing damaged or faulty pipes, valves, sprinkler heads, etc.
- Provide photos of all damaged or broken areas of the irrigation system prior to making repairs. Submit photos along with invoices for irrigation repairs.
- Change batteries to controllers when needed, approximately 2-3 times a year.
- Monitor controllers to proper water usage and efficiency.
- Change watering cycles for the different seasons of the year or when there are unusual changes in the weather.
- Water only during Monday – Friday, not on Saturdays and Sundays, and provide irrigation schedule to the Town and comply with the Town's Water Efficient Landscape Regulations (Colma Municipal Code, subchapter 5.11).
- Hand water areas not adequately covered by the irrigation system. Areas include small area on the interior of Creekside Villas, planter boxes on the south side of Colma Blvd near El Camino Real and triangular island on Serramonte at Junipero Serra Blvd.

EXHIBIT A-2: GENERAL LANDSCAPE MAINTENANCE SERVICES - REGULAR TASKS

- From time to time meet with Town Staff and make recommendations to Town staff on how to conserve water and become more efficient when irrigating lawns and plant material.
- Provide seasonal proposed watering schedules and upon conclusion of each season an actual watering schedule explaining each change from the previously proposed schedule.

(b) Town's Duties. Town shall:

- Pay for irrigation repairs, (labor and materials).
- If reasonably needed, pay for sub-contractor to certify or repair the backflow devices.

5. WEEDS, PESTS AND RODENTS

(a) Contractor's Duties. Contractor shall:

- At all times follow the Town's IPM policy and procedures, as set forth in Exhibit C.
- From time to time meet with Town staff to discuss how Contractor has implemented Town's IPM policies and procedures.
- Submit bi-monthly pesticide usage reports to Town staff.
- Keep all landscaped areas, including lawns and planted areas, visibly free of weeds.
- As needed, but not less than once per month, manage and control pests to prevent damage to the landscaped areas.
- Inspect rights of ways and facilities every week to check for rodent activity and set traps as needed. Baiting is not preferred.
- Remove weeds in the cracks in the sidewalk area.
- Remove weeds in the paving stone cracks in the residential area (This includes both the street and sidewalk area).
- Weed whack roadside growth.

(b) Town's Duties. Town shall:

- Pay for labor costs to weed whack specified areas, and for rodent control.

6. ADDITIONAL TASKS, ATTEND MEETINGS AND WORKSHOPS

(a) Contractor's Duties. Contractor shall:

- Attend progress meetings with Town staff twice per month to review status, landscape appearance and problem areas both within and outside of the contract scope.
- Represent the Town at a minimum of three (3) meetings/workshop annually conducted by San Mateo Countywide Water Pollution Program.
- Remove weeds in the cracks on public sidewalks, medians, roadside edges, and on the west side shoulder on Junipero Serra Blvd.
- Cut/trim overgrowth (from the neighboring property) over the property line fence along the Right-of-way on Lawndale Blvd, Colma Blvd, Serramonte Blvd East, etc.
- Remove trash (paper, plastic, bottles, etc.) accumulated in the landscaped areas and drop-off at the Corp Yard. Provide trash quantities (e.g.: gallons/ bags) to the Maintenance Supervisor.
- Maintain rain gardens/bio-retention areas on Hillside Blvd and the Town Hall in accordance with the Town's standard operating procedures (SoP's).
- Replace dying or deficient plants due to faulty maintenance.

EXHIBIT A-2: GENERAL LANDSCAPE MAINTENANCE SERVICES - REGULAR TASKS

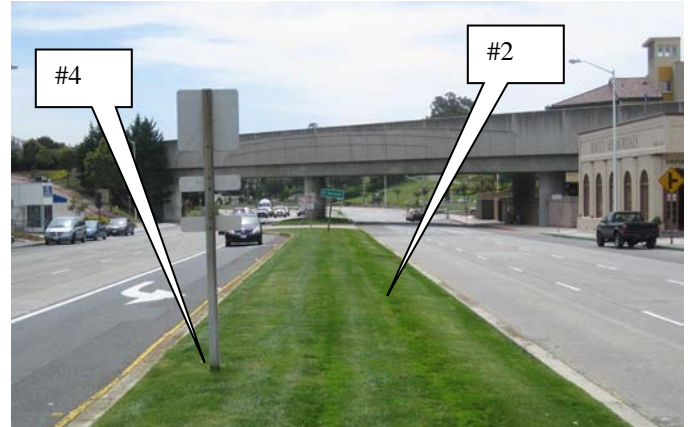
(b) Town's Duties. Town shall:

- Provide the required information, documents, and forms.

EL CAMINO REAL



1. EL CAMINO REAL BETWEEN A & B STREET VIEWING SOUTH



2. EL CAMINO REAL AT D STREET VIEWING SOUTH



3. EL CAMINO REAL VIEWING SOUTH, NORTH OF COLMA BLVD.



4. EL CAMINO REAL VIEWING SOUTH TOWARD SERRAMONTE BLVD.

TYPICALS

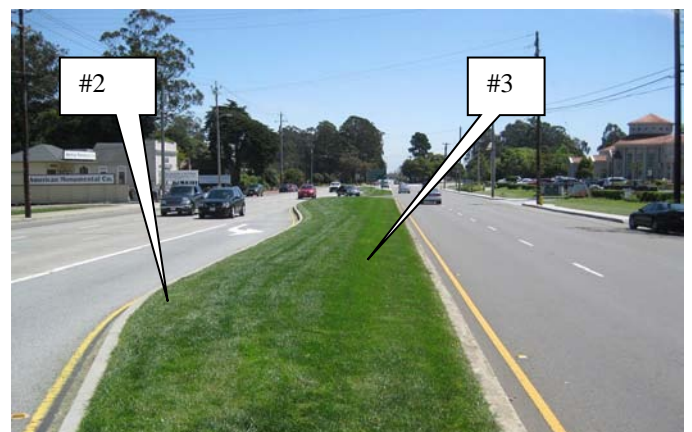
#1 MAINTAIN PLANTS, SHRUBS AND GROUNDCOVER AT GATEWAY SIGN

#2 WHEN WORKING ON THE MEDIAN ISLANDS TRAFFIC CONTROL AND SAFETY ATTIRE PER CALTRANS SPECIFICATIONS IS REQUIRED.

#3 NON-OITURF AREA SHOULD HAVE AN APPEARANCE OF BEING BETWEEN 2" TO 2.5" IN HEIGHT AFTER MOWING.

#4 KEEP TURF EDGED AROUND THE VARIOUS STRUCTURES AND CURB LINES.

Note: The turf median on El Camino Real is currently not irrigated in order to meet the State Mandate on Water Conservation during drought.



5. EL CAMINO REAL AT COLLINS AVE VIEWING SOUTH "THE Y" (VIEWING SOUTH)

SERRAMONTE BOULEVARD (WEST)



6. SERRAMONTE AT JSB VIEWING WEST



7. SERRAMONTE MEDIAN AT JSB VIEWING WEST



8. SERRAMONTE AT THE SERRA CENTER ENTRANCE VIEWING EAST



9. SERRAMONTE AND COLLINS AVE VIEWING WEST

TYPICALS

#1 MAINTAIN PLANTER AREA ALONG SERRAMONTE BY SERRAMONTE FORD DEALERSHIP.

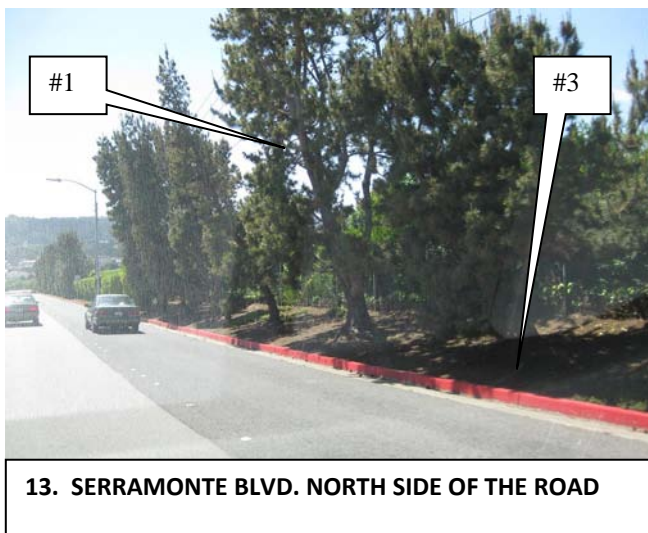
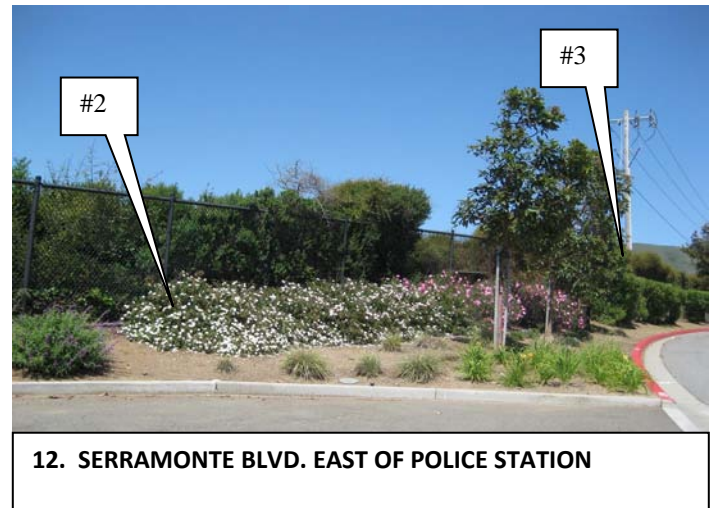
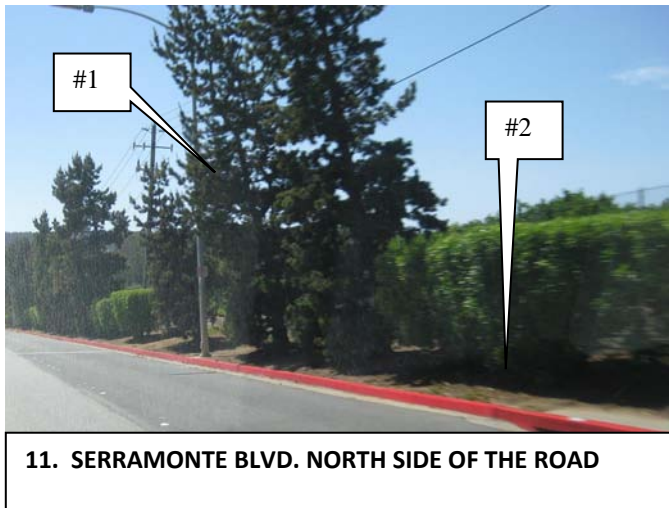
#2 MAINTAIN PLANTER AREA, GROUND COVER, PERENNIAL PLANTS AND KEEP THE TREES IN CONFORMANCE AS NOT TO IMPEDE EITHER PEDESTRIANS OR TRAFFIC.

#3 WHEN WORKING ON THE MEDIAN ISLANDS TRAFFIC CONTROL AND SAFETY ATTIRE PER CALTRANS SPECIFICATIONS IS REQUIRED.



10. SERRAMONTE & COLLINS MEDIAN VIEWING WEST

SERRAMONTE BOULEVARD (EAST)



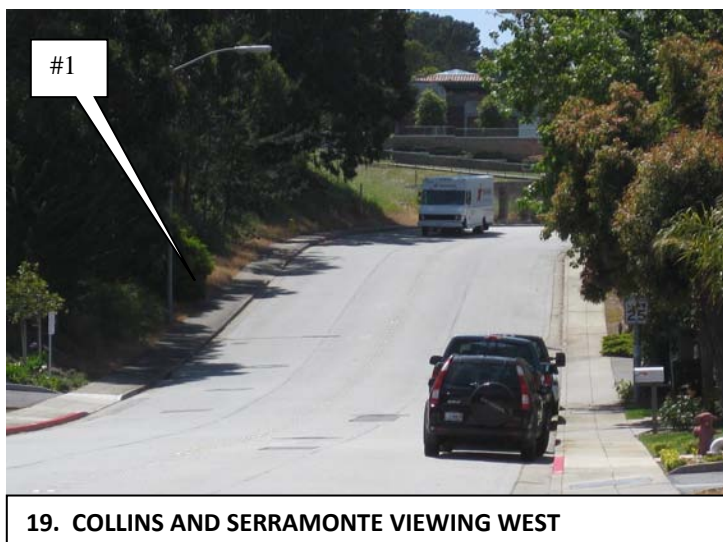
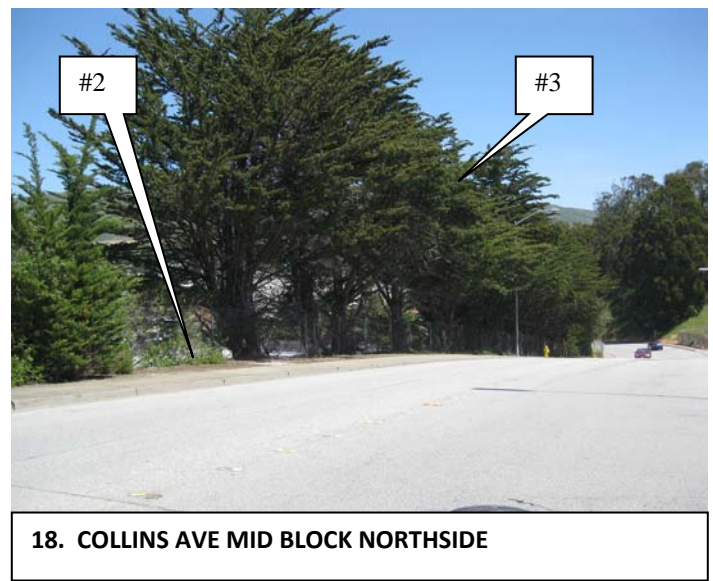
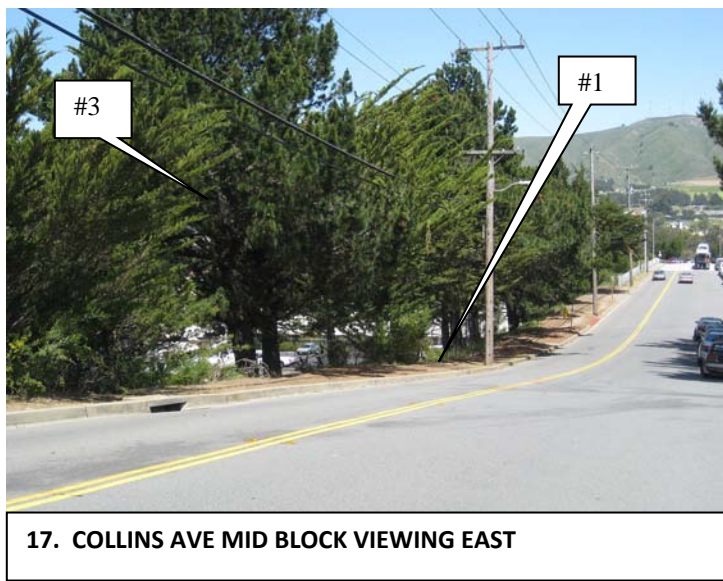
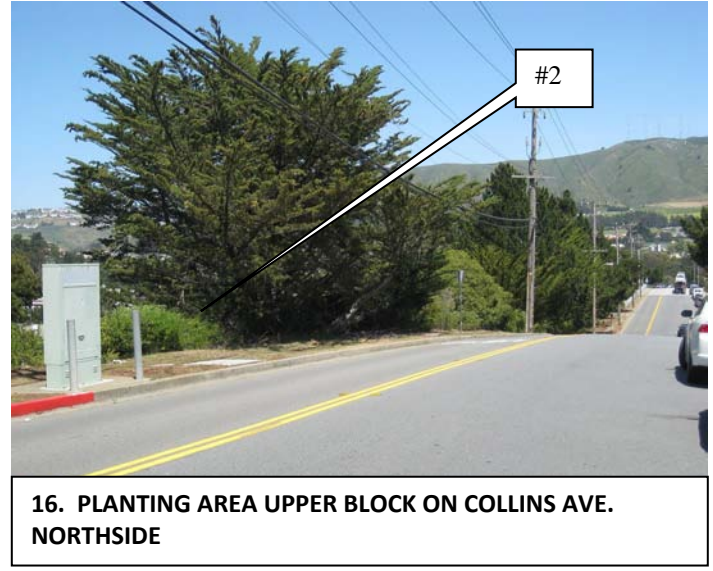
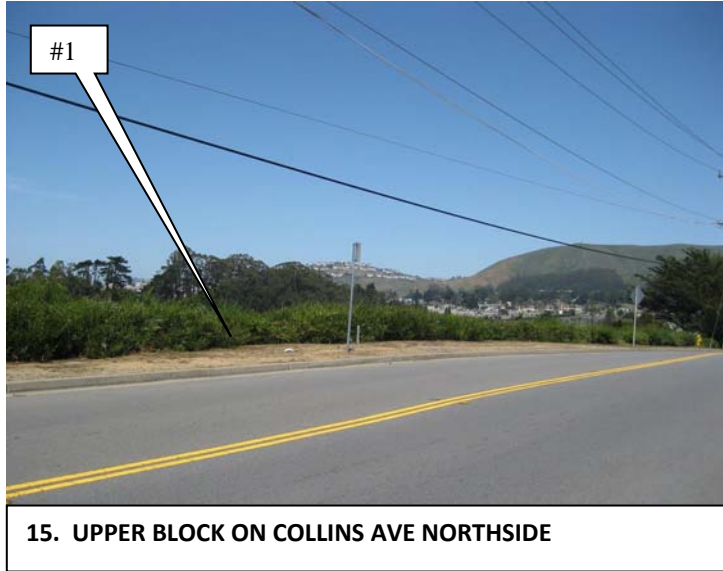
TYPICALS

#1 MAINTAIN TREE HEIGHT FOR VEHICLE AND TRUCK CLEARANCE.

#2 MAINTAIN OPEN LANDSCAPING ALONG THE NORTH SIDE OF SERRAMONTE BLVD. CUT OVERGROWTH OVER THE PL FENCE

#3 KEEP AREA IN THE OPEN LANDSCAPING AREA WEED AND LITTER FREE. ALSO PROVIDE TRAFFIC AND SAFETY CONTROL WHEN WORKING ON THE FRONTAGE.

COLLINS AVENUE



TYPICALS

#1. VARIOUS OPEN ROADSIDE AREAS, MAINTAIN AND KEEP WEED AND LITTER FREE. ALSO PROVIDE TRAFFIC AND SAFETY CONTROL WHEN WORKING ON THE FRONTAGE.

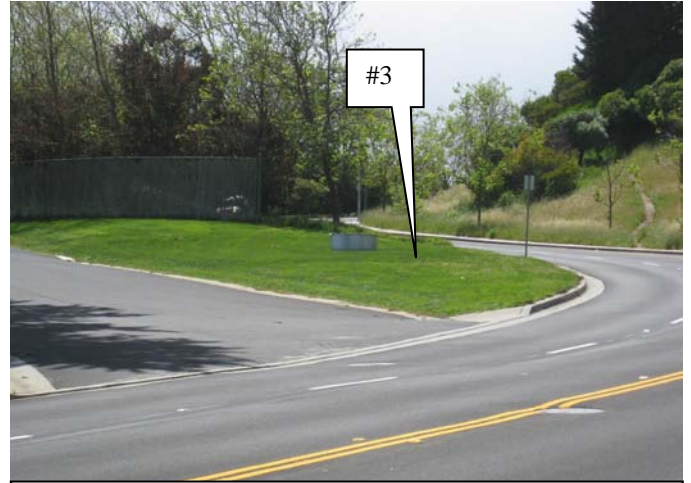
#2 SMALL TYPICAL PLANTING AREAS ALONG THE NORTH SIDE OF COLLINS AVE. WITH GROUND COVER AND SHRUBS.

#3 VARIOUS ROADSIDE TREES ALONG BOTH SIDES OF COLLINS AVE. PRUNE AND THIN AS NEEDED TO KEEP A MINIMUM OF 7' OF CLEARANCE.

COLMA BOULEVARD



20. LOWER COLMA BLVD. VIEWING WEST



21. COLMA BLVD. SOUTHSIDE VIEWING WEST



22. MID BLOCK COLMA BLVD. NORTHSIDE
VIEWING EAST



23. UPPER COLMA BLVD. SOUTHSIDE VIEWING WEST

TYPICALS

#1 STREET TREES ALONG WITH PLANTING AREAS

#2 OPEN LANDSCAPE AREA TO BE PLANTED WITH PERENNIAL PLANTS.

#3 MAINTAIN LAWN AREA

#4 WEED ABATE AND KEEP LITTER FREE

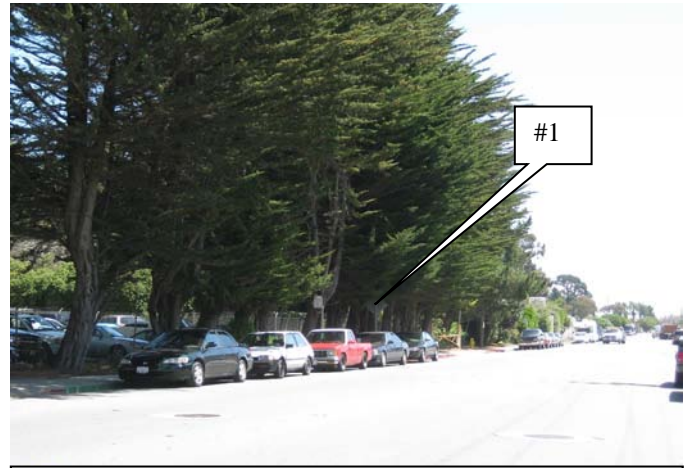
#5 BUSHES ALONG THE SOUTH SIDE OF COLMA BLVD. TO BE PRUNED TO A HEIGHT THAT WILL NOT IMPACT VEHICLES AND STREET SIDE SIGNAGE STREET TREES ALONG WITH PLANTING AREAS.

#6 PROVIDE TRAFFIC AND SAFETY CONTROL WHEN WORKING ALONG THE FRONTAGE.

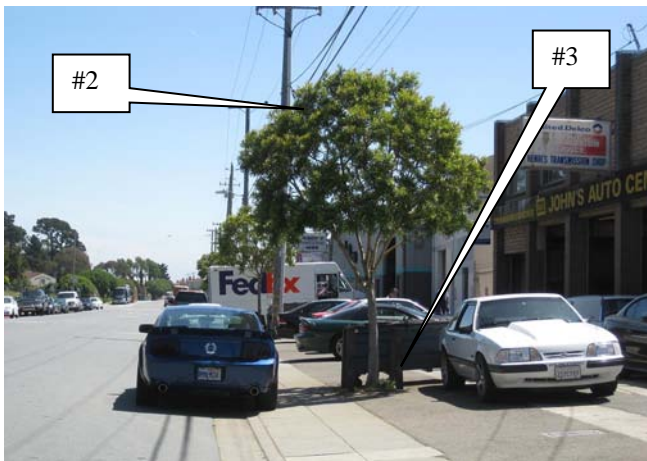
MISSION ROAD



24. MISSION ROAD VIEWING NORTH TOWARDS EL CAMINO REAL



25. MISSION ROAD VIEWING SOUTH - EASTSIDE



26. MISSION ROAD VIEWING SOUTH - WESTSIDE



27. MISSION ROAD VIEWING NORTH - WESTSIDE

TYPICALS

#1 TREE PRUNING FOR BOTH VEHICLE AND PEDESTRIAN TRAFFIC ON AN AS NEEDED BASIS ONLY.

#2 MAINTAIN VARIOUS STREET TREES, AS NEEDED ONLY.

#3 PROVIDE WEED CONTROL IN THE PLANTER AREAS AROUND THE STREET TREES.



28. MISSION ROAD VIEWING SOUTH - WESTSIDE

JUNIPERO SERRA BOULEVARD



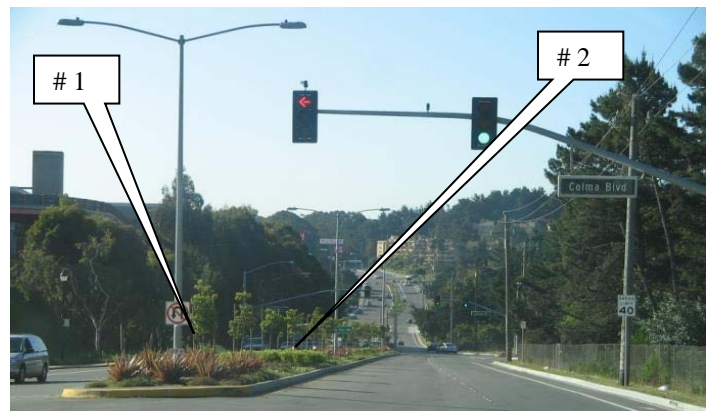
29. JUNIPERO SERRA BLVD. AT SOUTH CITY LIMITS
VIEWING NORTH



30. JUNIPERO SERRA BLVD. AT SERRA CENTER



31. JUNIPERO SERRA BLVD. AT SOUTHGATE



32. JUNIPERO SERRA BLVD. AT COLMA BLVD VIEWING
SOUTH

TYPICALS

#1 STREET TREES ALONG WITH PLANTING AREAS

#2 REMOVE WEEDS IN THE LANDSCAPED MEDIAN ISLANDS
AND CURB LINES.

#3 MAINTAIN PLANTED AREAS AT GATEWAY SIGNS

#4 PRUNE TREES ALONG ROADWAY AS NOT TO IMPEDE
VEHICLES OR TRUCKS.

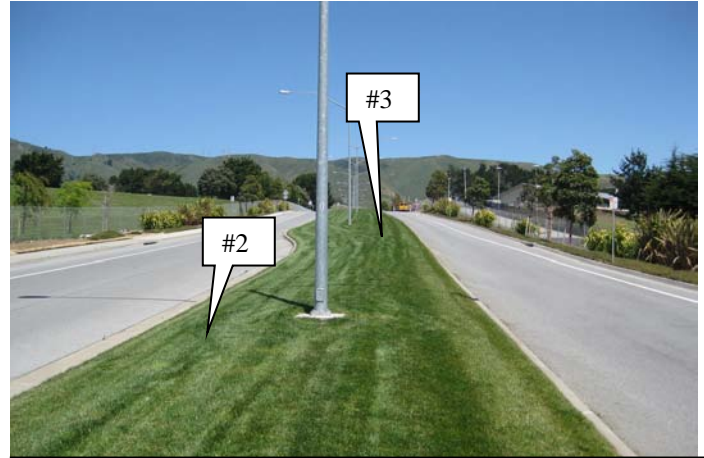


33. JUNIPERO SERRA BLVD. AT NORTH CITY LIMITS
VIEWING SOUTH

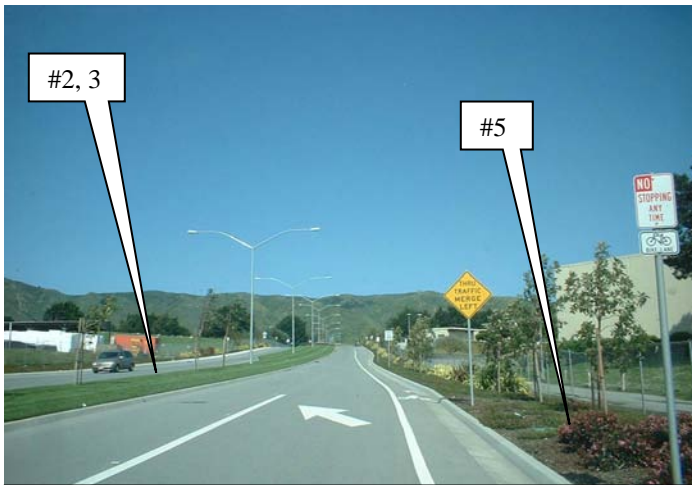
LAWNDALE BOULEVARD



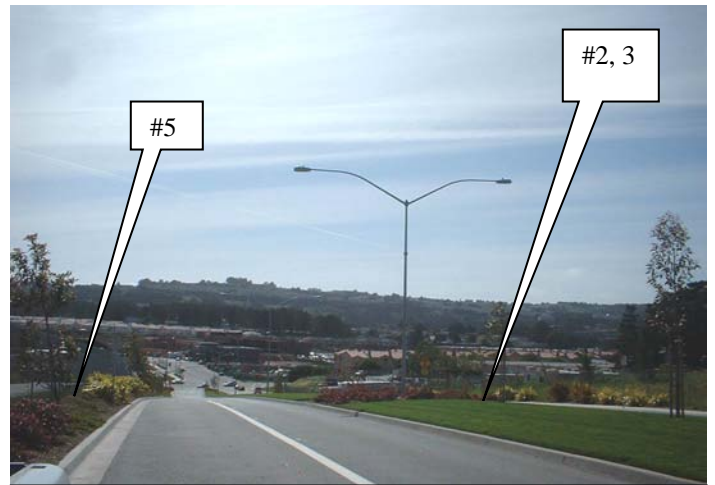
34. LAWNDALE BLVD. & MISSION ROAD



35. LAWNDALE BLVD. VIEWING EAST



36. LAWNDALE BLVD. VIEWING EAST



37. LAWNDALE BLVD. VIEWING WEST

TYPICALS

- #1 MAINTAIN PLANTED AREA AROUND GATEWAY SIGN
- #2 WHEN WORKING ON THE MEDIAN ISLANDS TRAFFIC CONTROL AND SAFETY ATTIRE PER CALTRANS SPECIFICATIONS IS REQUIRED.
- #3 NON-IRRIGATED TURF AREA SHOULD HAVE AN APPEARANCE OF BEING BETWEEN 2" TO 2.5" IN HEIGHT AFTER MOWING. KEEP TURF EDGED AROUND THE VARIOUS STRUCTURES AND CURB LINES.
- #4 KEEP TREES PRUNED BACK AS NOT TO IMPEDE VEHICLES OR SIGNAGE.
- #5 MAINTAIN PLANTS, TREES AND OPEN LANDSCAPING AREA AND KEEP IT WEED AND LITTER FREE.
- #6 CUT OVERGROWTH OVER THE PL FENCE

Note: The turf median on Lawndale Blvd is currently not irrigated in order to meet the State Mandate on Water Conservation during drought.



38. LAWNDALE BLVD. VIEWING EAST



39. LAWNDALE BLVD. & HILLSIDE

CLARK AVENUE



40. CLARK AVE. BETWEEN A ST. AND B ST. AT THE CITY LINE



41. CLARK AVE. AND F STREET VIEWING NORTH



42. CORNER OF CLARK AVE. AND B STREET



43. PLANTING AREA ALONG CLARK AVE BETWEEN C STREET AND D STREET

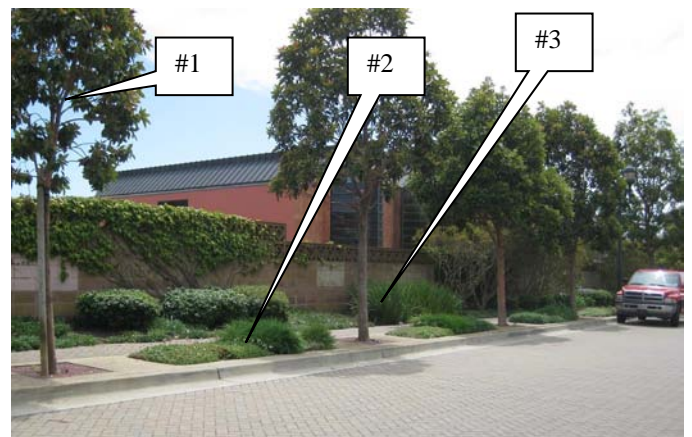
TYPICALS

#1 STREET TREES NEED TO BE PRUNED SO AS NOT TO IMPACT PARKED CARS ON THE STREET RIGHT OF WAY.

#2 TYPICAL PLANTER ALONG CLARK AVE.

#3 OPEN PLANTING STRIP ALONG THE EAST SIDE OF CLARK AVE. BETWEEN D STREET AND F STREET, LANDSCAPE AREA IS PLANTED WITH VARIOUS PERENNIAL FLOWERS ALONG WITH BUSHES, SHRUBS, AND GROUND COVER.

#4 REMOVE WEEDS FROM PLANTER BOXES AND SIDEWALKS

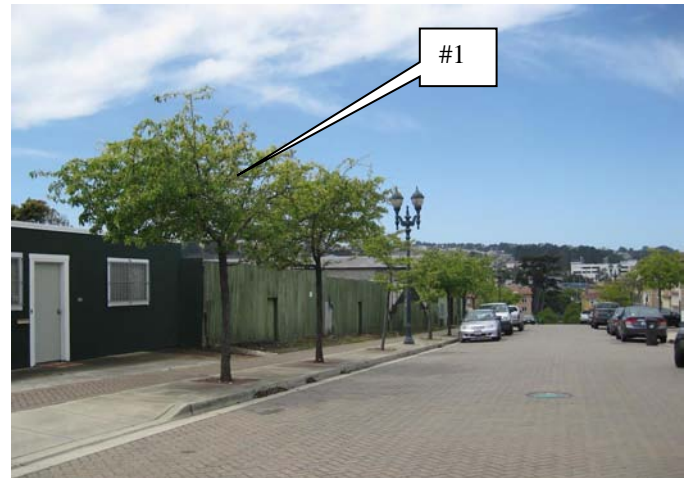


44. PLANTING AREA ALONG CLARK AVE BETWEEN D STREET AND F STREET

B STREET



**45. CLARK AND THE 400 BLOCK OF B STREET
VIEWING WEST**



46. 400 BLOCK OF B STREET VIEWING WEST



47. CUL-DE-SAC 500 BLOCK B STREET



48. 400 BLOCK OF B STREET VIEWING WEST



49. EL CAMINO REAL AND B STREET

TYPICALS

#1 STREET TREES NEED TO BE PRUNED SO AS NOT TO IMPACT PARKED CARS OR PEDESTRIANS ON THE STREET RIGHT OF WAY OR SIDEWALK. WEEDS NEED TO BE REMOVED FROM THE TREE PLANTING AREA. FERTILIZE, PEST AND DISEASE CONTROL PER IPM POLICY.

#2 CUL-DE-SAC LANDSCAPING MAINTENANCE INVOLVES MAINTAINING EXISTING LANDSCAPING (PERENNIAL PLANTS, GROUND COVERS, AND STAKED TREES)

#3 TYPICAL STAKED TREE AND LANDSCAPE AREA WITH PERENNIAL PLANTINGS.

C STREET



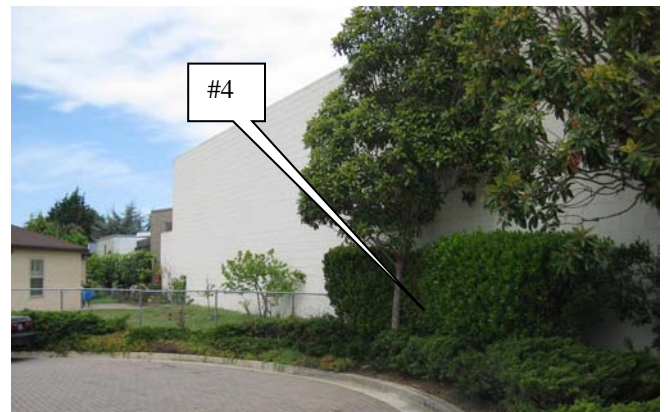
50. CLARK AND C STREET VIEWING EAST



51. C STREET VIEWING WEST



52. C STREET CUL-DE-SAC "500 BLOCK"



53. CLOSE UP OF C STREET CUL-DE-SAC "500 BLOCK"

TYPICALS

#1 TYPICAL STREET PLANTER LOCATED AT THE CORNERS OF THE LETTERED STREETS ALONG BOTH SIDES OF CLARK AVE. PLANTERS ARE PLANTED WITH PERENNIALS.

#2 PAVING STONE WALKWAYS, WEEDS WILL GROW WITHIN THE CRACKS, REMOVE WEEDS PER IPM POLICY.

#3 MAINTAIN OPEN PLANTING AREA

#4 SHRUBS AND BUSHES NEED TO BE PRUNED TO PRODUCE A FULL APPEARANCE.

#5 STREET TREES NEED TO BE PRUNED SO AS NOT TO IMPACT PARKED CARS OR PEDESTRIANS ON THE STREET RIGHT OF WAY OR SIDEWALK.

D STREET



54. 500 BLOCK OF D STREET VIEWING WEST

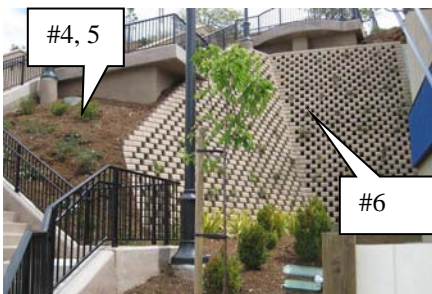


55. 400 BLOCK OF D STREET VIEWING WEST

D STREET STAIRWAY



57. D STREET STAIRS FROM EL CAMINO REAL



58. D STREET STAIRS



59. D STREET STAIRS



56. CUL-DE-SAC AT THE 500 BLOCK OF D STREET

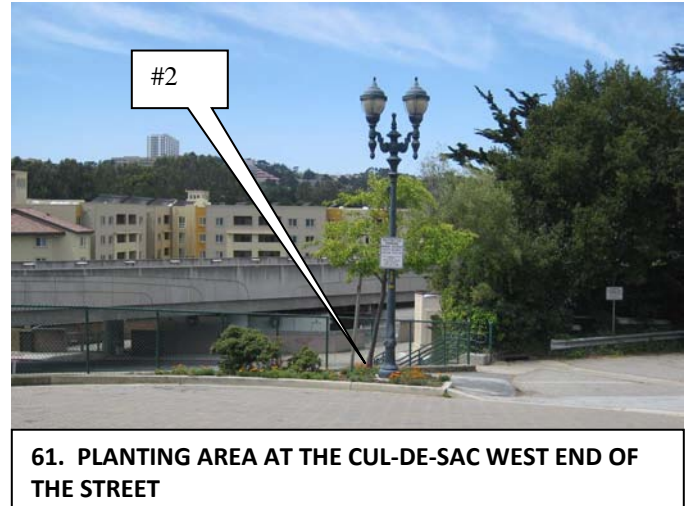
TYPICALS

- #1 PLANTING AREA ALONG SOUTH SIDE OF D STREET, PLANTED WITH VARIOUS PERENNIAL FLOWERS
- #2 STREET TREES NEED TO BE PRUNED SO AS NOT TO IMPACT PARKED CARS OR PEDESTRIANS ON THE STREET RIGHT OF WAY OR SIDEWALK.
- #3 MAINTAIN LANDSCAPING IN THE CUL-DE-SAC AT THE 500 BLOCK
- #4 REMOVE WEEDS, TRASH & DEBRIS ALONG THE STAIRWAY.
- #5 MAINTAIN LANDSCAPE AREAS AROUND STAIRCASE.
- #6 USE SAFETY PRECAUTIONS WHEN MAINTAINING LANDSCAPE WALL AREA.

E STREET



60. 400 BLOCK OF E STREET VIEWING WEST

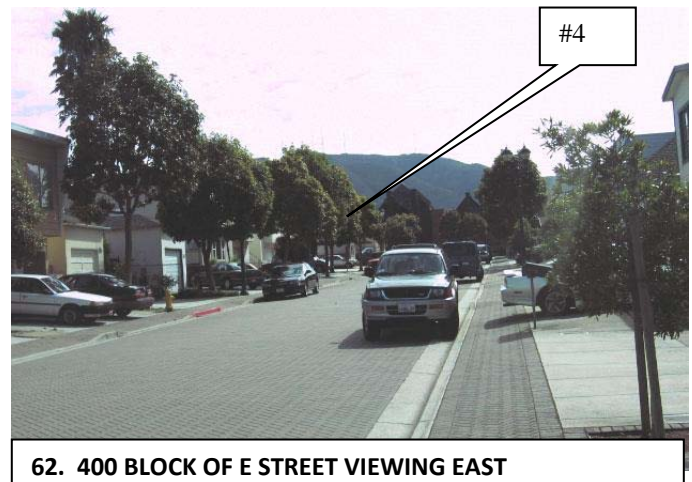


61. PLANTING AREA AT THE CUL-DE-SAC WEST END OF THE STREET

E STREET STAIRWAY



63. E STREET STAIRS LEADING TO EL CAMINO REAL



62. 400 BLOCK OF E STREET VIEWING EAST

TYPICALS

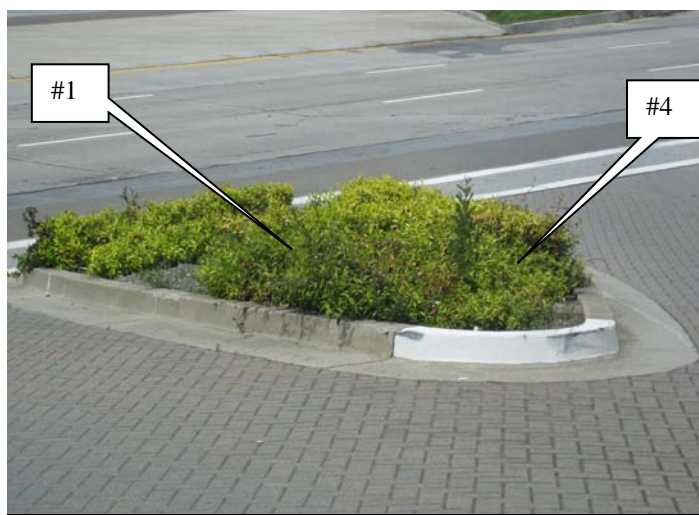
#1 SMALL PLANTING AREAS ON THE BACK SIDE OF THE SIDEWALK IN FRONT OF SEVERAL OF THE RESIDENCES ON E STREET, THESE AREAS ARE TO BE KEPT WEED FREE.

#2 PLANTING AREA IN THE CUL-DE-SAC ON E STREET.

#3 MAINTAIN PERENNIAL PLANTS ALONG THE E STREET STAIRWAY. ALSO KEEP THE TREES CUT BACK AND WEED FREE.

#4 STREET TREES NEED TO BE MAINTAINED SO AS NOT TO IMPACT PARKED CARS OR PEDESTRIANS IN THE STREET RIGHT OF WAY OR SIDEWALK.

F STREET



64. F STREET AND EL CAMINO REAL



65. LOWER F STREET VIEWING WEST



66. F STREET VIEWING EAST TOWARDS CLARK AVE.



67. UPPER F STREET 600 BLOCK VIEWING WEST

TYPICALS

#1 PLANTING AREAS, WHEN WORKING IN THE STREET PROVIDE PROPER SIGNAGE AND TRAFFIC CONTROL.

#2 STREET TREES NEED TO BE PRUNED AS TO NOT IMPACT PARKED VEHICLES IN THE STREET RIGHT OF WAY OR PEDESTRIANS ON SIDEWALKS.

#3 MAINTAIN OPEN LANDSCAPE AREA.

#4 REMOVE WEEDS ALONG PLANTED AREAS AND MAINTAIN PLANTED AREA ON THE RETAINING WALL.



68. UPPER F STREET 600 BLOCK VIEWING WEST



69. LOWER F STREET

HILLSIDE BOULEVARD



70. HILLSIDE BLVD. LOOKING SOUTH NEAR DALY CITY LIMITS



71. HILLSIDE BOULEVARD NEAR SERRAMONTE BLVD.



72. HILLSIDE BLVD – PARKING LOT NEAR SERRAMONTE



73. HILLSIDE BLVD. NEAR COMMUNITY CENTER LOOKING NORTH

TYPICALS

- #1** MAINTAIN FLOWERS AND ORNAMENTAL LANDSCAPING NEAR GATEWAY SIGN.
- #2** MAINTAIN RAIN GARDENS/BIORETENTION AREAS PER STANDARD OPERATING PROCESURES
- #3** STREET TREES NEED TO BE PRUNED SO AS NOT TO IMPACT PARKED CARS OR PEDESTRIANS ON THE STREET RIGHT OF WAY OR SIDEWALK.
- #4** MAINTAIN OPEN LANDSCAPING ALONG THE WEST SIDE OF HILLSIDE BLVD.
- #5** KEEP AREA IN THE OPEN LANDSCAPING AREA WEED AND LITTER FREE. ALSO PROVIDE TRAFFIC AND SAFETY CONTROL WHEN WORKING ON THE FRONTAGE. STREET TREES NEED TO BE PRUNED SO AS NOT TO IMPACT PARKED CARS OR PEDESTRIANS ON THE STREET RIGHT OF WAY OR SIDEWALK.
- #6:** WEED ABATEMENT



74. BIORETENTION AREAS.

COLMA TOWN HALL



75. Bio-Retention area in the Town Hall Parking Lot



75A. Bio-Retention area looking towards Town Hall from ECR



75B. Bio-Retention area in the Town Hall Parking Lot looking towards ECR.



75C. Bio-Retention area along Serramonte Blvd.



75D. Bio-Retention area near Colma Creek along Serramonte Blvd.

TYPICALS

1. Maintain Bio-Retention Areas in accordance with Standard Operating Procedures. Maintain appropriate landscaping in bioretention areas and keep areas litter free. Address erosion related issues, if any, and remove accumulated silt.

#2. Maintain Open Landscape Areas and ornamental trees. Keep areas weed and litter free.

COLMA TOWN HALL



76. Town Hall Parking Lot along ECR



76A. Bio-Retention area and landscaping looking towards Town Hall from ECR



76B. Landscaping at Town Hall Frontage along ECR.



76C. Landscaping fronting Council Chambers



76D. Landscaping along Serramonte Blvd.

TYPICALS

#2. Maintain Open Landscape Areas, shrubs, bushes, ground cover and ornamental trees. Keep areas weed and litter free. Trim overgrowth to keep clear of sidewalks.

COLMA TOWN HALL



77. Town Hall frontage along Serramonte Blvd



77B. Town Hall Plaza, looking towards ECR



78. Typical planters along Town Hall Frontage.



78B. Landscaping fronting Council Chambers

TYPICALS

#3. Maintain trees to a 7 ft height and for pedestrian and vehicular safety. Check and maintain ties to be secure until trees are stable and able to grow on their own.

#4. Typical planter boxes around the Town Hall

General: Maintain Open Landscape Areas, Bushes, Shrubs, Groundcover, perennials and annuals, and ornamental trees. Keep areas weed and litter free. Groundcover to be cutback from Pathways.

COLMA TOWN HALL



79. Town Hall Plaza. Typical Ornamental Planters



79B. Town Hall Plaza, Ornamental Planters



80. Typical potted planters all throughout the Town Hall Plaza



80A. Potted planters all throughout the Town Hall Plaza

80B. Potted planters all throughout the Town Hall Plaza



TYPICALS

#4 #5. Planter boxes, Ornamental Planters and Potted Planters are a mix of annuals and perennials. They are to be kept trimmed, pruned, and manicured.

General: Maintain Open Landscape Areas, Bushes, Shrubs, Groundcover, perennials and annuals, and ornamental trees. Keep areas weed and litter free. Groundcover to be cutback from Pathways.

COLMA POLICE DEPARTMENT



81. FRONT ELEVATION OF THE COLMA POLICE FACILITY



82. COLMA POLICE FACILITY VIEWING EAST FROM EL CAMINO REAL



83. COLMA POLICE FACILITY VIEWING WEST AT SERRAMONTE DRIVEWAY

TYPICALS

#1 FRONT ELEVATION IS INCLUSIVE OF LAWN, SHRUBS, AND GROUND COVER

#2 REAR ELEVATION HAS A COMBINATION OF TREES, VINES, LAWN, SHRUBS AND GROUND COVER

#3 SOUTH ELEVATION HAS A COMBINATION OF TREES, VINES, SHRUBS AND GROUND COVER



84. FRONT ELEVATION OF THE COLMA POLICE FACILITY



85. REAR PARKING LOT OF THE COLMA POLICE FACILITY



86. REAR PARKING LOT OF THE COLMA POLICE FACILITY

CREEKSIDE VILLAS



87. FRONT VIEW OF CREEKSIDE VILLAS



88. FRONT VIEW OF CREEKSIDE VILLAS



89. LANDSCAPING AREA TO THE REAR OF THE COMPLEX



90. CENTER ISLAND ON THE REAR PORTION OF THE MAIN DRIVEWAY



91. NORTH SIDE OF THE COMPLEX



92. NORTH SIDE OF THE COMPLEX

TYPICALS

#1 THE FRONTAGE OF THE SENIOR HOUSING COMPLEX HAS A VARIATION OF GROUND COVER, BOTH ANNUAL AND PERENNIAL PLANTINGS AND LAWN.

#2 LAWN TREES AND VARIOUS PLANTINGS OUTLINE THE BACK SIDE, ALSO THE TREES THAT RUN ALONG THE COLMA CREEK (CITY PLANTED TREES) NEED TO BE MAINTAINED.

#3 TREES AND GROUND COVER

#4 SMALL PLANTING AREAS AROUND THE PERIMETER OF THE COMPLEX.

#5 CENTER ISLAND, COMBINATION OF ANNUALS AND PERENNIAL PLANTS.

CREEKSIDE VILLAS INTERIOR COURTYARD



93. WEST INTERIOR ELEVATION



94. SOUTH INTERIOR ELEVATION



95. NORTH INTERIOR ELEVATION



96. NORTH INTERIOR ELEVATION



97. EAST INTERIOR ELEVATION



98. REAR WALKWAY

TYPICALS

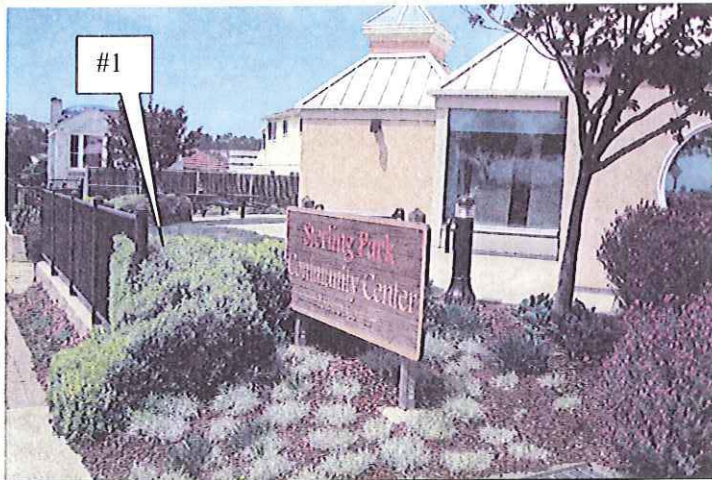
#1 THROUGH OUT THE INTERIOR OF THE COURT YARD THE PLANTINGS NEED TO BE PRUNED BACK TO KEEP THE WALKWAYS CLEAR AND FREE.

#2 KEEP GROUND COVER FULL AND WEED FREE.

#3 KEEP VINES AROUND THE TRELLIS TRIMMED AND THIN AS NEEDED.

#4 KEEP TREE BRANCHES TO A MINIMUM HEAD HEIGHT OF 7 FEET.

STERLING PARK RECREATION CENTER



99. FRONT ELEVATION OF THE RECREATION CENTER ON F STREET



100. FRONT ELEVATION OF THE RECREATION CENTER ON F STREET



101. AREA TO THE RIGHT OF THE OUTSIDE STORAGE BUILDING



102. VIEWING WEST TOWARDS PLAY STRUCTURE

TYPICALS

#1 MAINTAIN THE BUSHES IN THE FRONT OF THE BUILDING SO THAT THE STREET AND SIDEWALK AREA ARE VISIBLE FROM THE OFFICE.

#2 KEEP THE VINES THAT GROW ON THE FENCE TRIMMED BACK SO AS NOT TO INTERFERE WITH THE RECREATION ACTIVITIES.

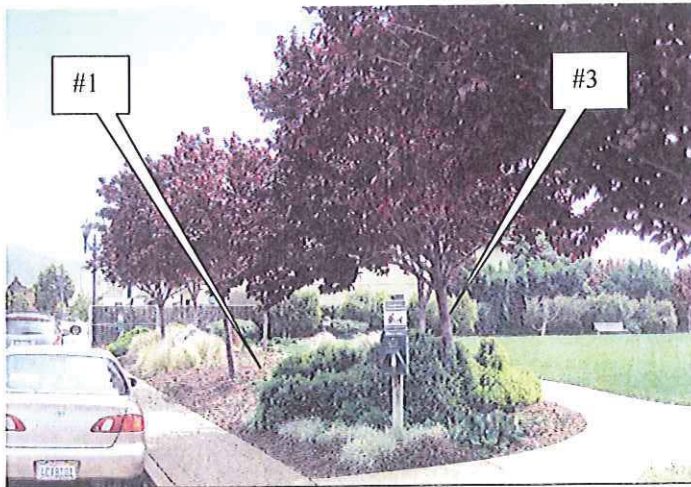
#3 MAINTAIN TREES TO A 7 FOOT HEAD HEIGHT

#4 MAINTAIN LAWN, SHRUBS AND GROUND COVER.



103. VIEWING SOUTH TOWARDS F STREET

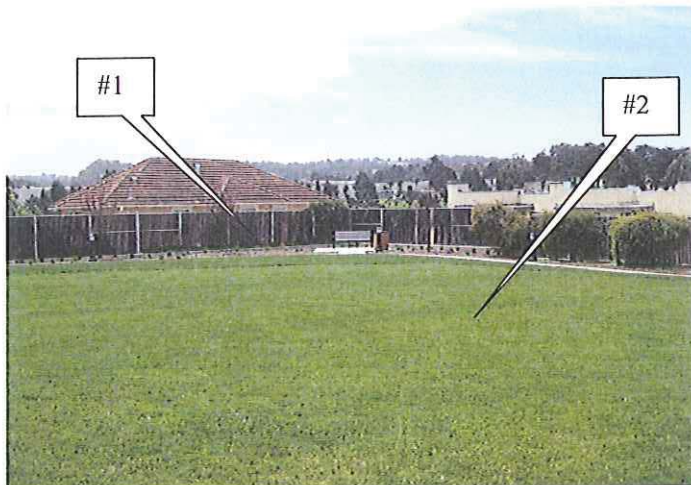
STERLING PARK RECREATION CENTER



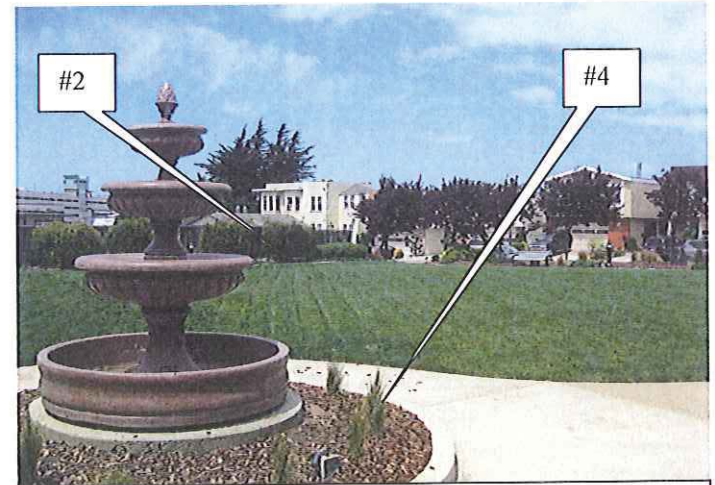
104. VIEWING EAST FROM E STREET



105. VIEWING SOUTH EAST FROM E STREET



106. VIEWING SOUTH WEST FROM E STREET



107. VIEWING NORTH WEST TOWARDS E STREET

TYPICALS

#1 MAINTAIN BUSHES, SHRUBS AND GROUNDCOVER.

#2 MAINTAIN LAWN

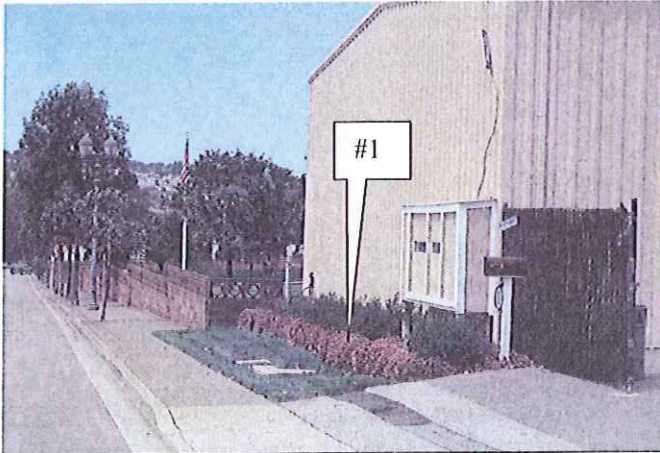
#3 MAINTAIN TREES TO A 7 FOOT HEAD HEIGHT

#4 MAINTAIN PERENNIAL PLANTS

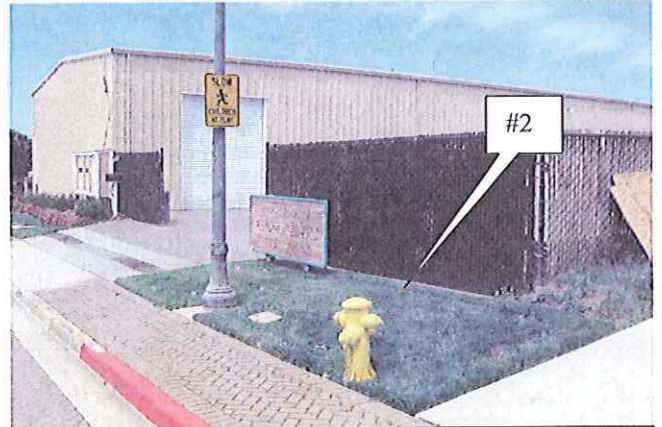


108. VIEWING EAST TOWARDS OUTSIDE RESTROOMS

TOWN OF COLMA CORPORATION YARD



109. LEFT SIDE OF THE CORP YARD DRIVEWAY



110. RIGHT SIDE OF THE CORP YARD DRIVEWAY

BARK PARK



111. BARK PARK IN FRONT OF THE GATE



112. BARK PARK VIEWING NORTH



113. BARK PARK VIEWING NORTH

TYPICALS

#1 MAINTAIN LAWN, PLANTER, FERTILIZE AND WEED CONTROL.

#2 MAINTAIN LAWN AND EDGE AROUND STRUCTURES.

#3 MAINTAIN PLANTING AREA.

#4 MAINTAIN AND PROVIDE PEST CONTROL IN THE LAWN AREA.

#5 MAINTAIN VINES AND BUSHES ALONG THE FENCE LINE.

HISTORICAL MUSEUM



114. TRAIN DEPOT



115. PARKING LOT



116. FREIGHT BUILDING



117. HISTORICAL MUSEUM



118. HISTORICAL MUSEUM

TYPICALS

#1 MAINTAIN OPEN LANDSCAPED AREAS. KEEP AREAS WEED AND LITTER FREE.

#2 WHEN WORKING ON THE FRONTAGE, TRAFFIC CONTROL AND SAFETY ATTIRE PER CALTRANS SPECIFICATIONS IS REQUIRED.

#3 TURF AREA SHOULD HAVE AN APPEARANCE OF BEING BETWEEN 2" TO 2.5" IN HEIGHT AFTER MOWING.



119. MEMORIAL GARDEN

COLMA COMMUNITY CENTER



120. COMMUNITY CENTER FRONT



121. COMMUNITY CENTER FRONT



122. PARKING LOT



123. PARKING LOT FRONTAGE

TYPICALS

#1 MAINTAIN OPEN LANDSCAPED AREAS. KEEP AREAS WEED AND LITTER FREE.

#2 WHEN WORKING ON THE FRONTAGE, TRAFFIC CONTROL AND SAFETY ATTIRE PER CALTRANS SPECIFICATIONS IS REQUIRED.

#3 TURF AREA SHOULD HAVE AN APPEARANCE OF BEING BETWEEN 2" TO 2.5" IN HEIGHT AFTER MOWING.



124. COMMUNITY CENTER NORTH WEST



125. COMMUNITY CENTER NORTH



126. COMMUNITY CENTER LAWN

EXHIBIT B-1: ANNUAL CLEANING SERVICES

1. Colma Creek

Colma Creek runs about 1.5 miles through the Town, just west of El Camino Real from F Street (north end of Town) to Cypress Lawn Cemetery (1370 El Camino Real), and then west of Mission Road to the South San Francisco border. Once each year, between August and September, Contractor shall clean Colma Creek, as described in this exhibit. In past years, this work took a crew of three to four persons working 7-10 days to complete.

(a) Contractor's Duties. Contractor shall:

- By August 15 of each year, provide the Town with a proposed work schedule (including the start date), number of workers assigned to the project, and the name, title and phone number of the project supervisor;
- Meet with Public Works Supervisor to review and discuss cleaning protocol and reporting requirements;
- Remove all trash and loose debris from the creek, remove all vegetation growing within creek, and trim or cut back all overhanging branches and shrubs that can be reached from the side of the creek bed;
- Work cautiously to maintain the stability of the Creek bank at all times while removing items from the creek bank, immediately cease work in areas where the creek bank exhibits weakness or instability, and promptly contact the Public Works Department for further direction;
- Notify the Public Works Department of any problems or concerns are encountered during work;
- Provide hauling services from Colma Creek to dumping site(s) approved in advance by the Town;
- Photograph the Creek before and after clean-up work and provide report (photos every 500 ft, quantity of trash removed, vegetation removed, etc.) to the Public Works Department. For trash hot spot reporting, provide a min three (3) photos showing before and after conditions at each of the Town's two (2) trash Hot Spot locations; and
- Complete San Mateo County Pollution Prevention Program's Trash Hot Spot Data Collection Form and Activity Report and provide copy to the Public Works Department.

(b) Town's Duties. Town shall:

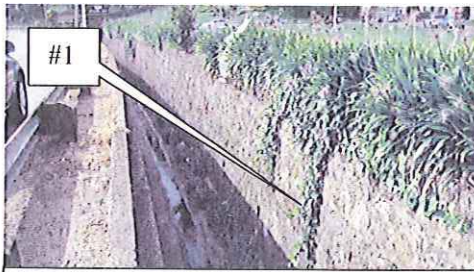
- Provide Contractor with all required dumping permits and locations to discard the debris removed prior to Contractor's beginning scheduled work;
- Provide Contractor with mapping and information of Colma Creek boundary limits; and
- Provide Contractor with San Mateo County Trash Collection Hot Spot Form.

EXHIBIT B-1: ANNUAL CLEANING SERVICES

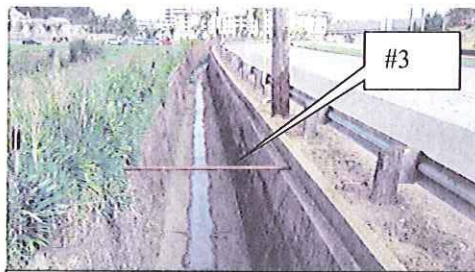
2. Area Drains

There are approximately 50 area drains within parks and facilities in Town. Once annually, on a schedule to be approved by Town, Contractor shall remove all garbage, rubbish, junk, debris and discarded waste from the area drains.

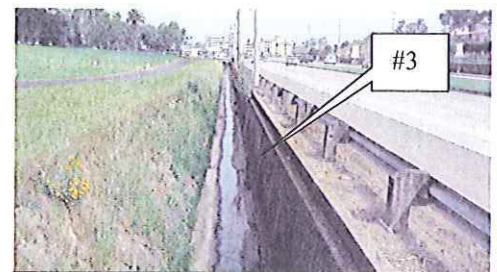
COLMA CREEK



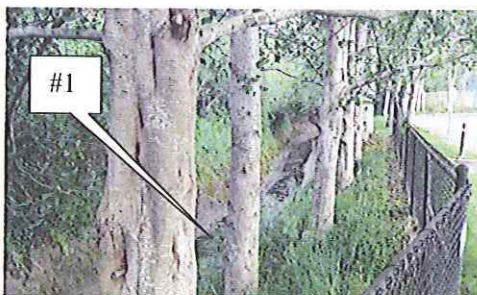
127. COLMA CREEK ALONG EL CAMINO REAL



128. COLMA CREEK ALONG EL CAMINO REAL



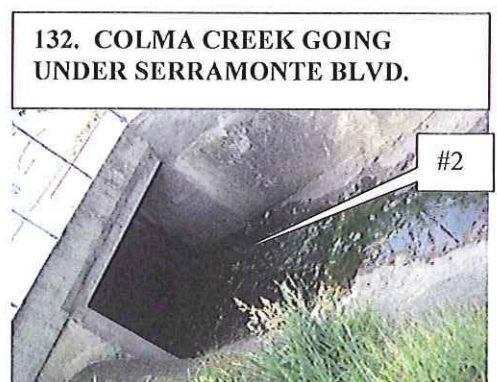
129. COLMA CREEK ALONG EL CAMINO REAL



130. COLMA CREEK BEHIND CREEKSIDE VILLAS



131. COLMA CREEK BEHIND TOWN HALL



132. COLMA CREEK GOING UNDER SERRAMONTE BLVD.



133. COLMA CREEK ALONG MISSION ROAD



134. COLMA CREEK ALONG MISSION ROAD



135. COLMA CREEK ALONG MISSION ROAD

TYPICALS

CONTRACTOR IS RESPONSIBLE FOR REMOVING DEBRIS, TRASH, AND SHRUBS FROM THE CREEK ONE TIME PER YEAR, TYPICALLY IN AUGUST – SEPTEMBER.

#1 REMOVE ANY SHRUBS OR BUSHES ENCROACHING ON CREEK

#2 DO NOT ENTER ENCLOSED OVERHEAD AREAS.

#3 REMOVE ANY TRASH OR DEBRIS

#4 USE SAFETY PRECAUTIONS WHEN ENTERING AND EXITING THE CREEK AREA.



136. COLMA CREEK ALONG MISSION ROAD



137. COLMA CREEK ALONG MISSION ROAD

EXHIBIT C: POLICIES FOR USE OF BIOLOGICAL AND CHEMICAL MATERIALS

1. MANAGEMENT OF BIOLOGICAL AND CHEMICAL AGENTS, INCLUDING FERTILIZERS, PESTICIDES AND RODENTICIDES

(a) Contractor's Duties:

- Obtain written recommendations from a Qualified Applicator for use of pesticides
- Follow Town's IPM Policy and Procedures (See next section)
- Provide all proper postings and schedules prior to using fertilizers, herbicides, pesticides and rodenticides.
- Provide a list (MSDS Sheets) of all chemicals used for using fertilizers, herbicides, pesticides and rodenticides to the Director of Recreation Services.
- Complete and provide bi-monthly chemical and pesticide use reports to the Town (Form to be provided by Town)
- Provide all proper safety apparatus and equipment when spraying for herbicides, pesticides and rodenticides.
- Prior to application contractor will communicate the use of alternative or non-toxic methods of spraying and fertilizing according to the Town's IPM Policy and Procedures

(b) Town's Duties:

- Pay for biologicals and chemicals (Contractor to provide labor to apply as part of contract cost)
- Obtain a restricted materials permit annually from the San Mateo County Department of Agriculture.
- Provide chemical-pesticide use form

2. INTEGRATED PEST MANAGEMENT POLICIES AND PROCEDURES

(a) Goals. The goals of these policies and procedures are to:

- protect the health and safety of Town employees and the general public;
- protect the environment and water quality;
- provide sustainable solutions for pest control through the reduced use of pesticides on property including buildings owned or managed by the City/County; and
- comply with the municipal regional stormwater permit.

(b) Definitions. As used herein, the following terms shall have the meaning ascribed:

Integrated Pest Management (IPM) is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are

EXHIBIT C: POLICIES FOR USE OF BIOLOGICAL AND CHEMICAL MATERIALS

needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and non-targeted organisms, and the environment.

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

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.

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

(c) Required Implementation of Integrated Pest Management

Contractor shall implement these IPM policies and procedures to control pests and use IPM techniques that emphasize non-pesticide alternatives. Pesticides will only be used after careful consideration of non-chemical alternatives and then the least toxic chemicals that are effective shall be used.

(d) Hierarchy of Management Practices. Contractor shall control pests by taking the following steps in the following order:

- (1) Identify conditions that contribute to the development of pest populations, and employ IPM practices to manage pest populations;
- (2) Maintain landscaped areas to reduce and eliminate pest habitats;
- (3) Modify pest management practices, including watering, mulching, waste management, and food storage, to discourage the development of pest population;
- (4) Modify pest ecosystems to reduce food, water sources, and harborage;
- (5) Prioritize the use of physical controls such as mowing weeds, using traps, and installing barriers;
- (6) Use biological controls to introduce or enhance a pests' natural enemies;
- (7) When pest populations reach treatment thresholds (based on how much biological, aesthetic, economic or other damage is tolerable), evaluate the effectiveness of the

EXHIBIT C: POLICIES FOR USE OF BIOLOGICAL AND CHEMICAL MATERIALS

preceding non-pesticide management activities and obtain the Town's approval before proceeding to the following practices;

(9) When pesticides are necessary, select reduced risk pesticides and use the minimum amounts needed to be effective;

(10) Apply pesticides at the most effective treatment time, based on pest biology, monitoring, and other variables, such as weather, seasonal changes in wildlife use, and local conditions; and

(11) Whenever possible, use pesticide application methods, such as containerized baits, that minimize opportunities for mobilization of the pesticide in stormwater runoff.

(e) Use of Practices and Controls. Contractor shall:

(1) Use cultural practices and pest prevention measures to minimize the occurrence of pest problems.

(2) Use biological and physical controls that are environmentally appropriate and economically feasible to control pests.

(3) Use chemical control as a last resort, and then use the least toxic product;

(4) Where feasible for structural pest control, apply insecticides as containerized baits;

(5) Avoid, to the maximum extent possible, the use of pesticides that threaten water quality, including but not limited to: organophosphorus insecticides (chlorpyrifos, diazinon, and malathion), pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyfluthrin, beta-cyfluthrin, cypenethrin, deltamethrin, esfenvalerate, lambda yhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl and aldicarb), diamides (chlorantraniliprole and cyantraniliprole), diuron, indoxacarb, and fipronil and its degradates, especially in formulations and situations that pose a risk of contaminating stormwater runoff;

(6) Train its employees on IPM techniques, pesticides-related stormwater pollution prevention methods, and the Town's IPM policies and procedures;

(f) Town shall set a threshold of tolerance for pests and rodents and notify Contractor of that threshold. Contractor shall:

(1) Inspect rights of ways and facilities every week to check for rodent activity and set traps as needed. Baiting is not preferred.

(2) Use chemical control as a last resort, and then use the least toxic product.

EXHIBIT D: PRICING FORM

Part A. **General Landscape Maintenance Services.** Upon satisfactory completion, Town shall pay Contractor for General Landscape Maintenance Services described in Exhibit A in the lump sum ("LS") amounts set forth below:

ITEM	DESCRIPTION	UNIT	MONTHLY COST	ANNUAL COST
1	El Camino Real	LS	\$	\$
2	Serramonte Blvd. West	LS	\$	\$
3	Serramonte Blvd. East	LS	\$	\$
4	Collins Avenue	LS	\$	\$
5	Colma Blvd.	LS	\$	\$
6	Mission Road	LS	\$	\$
7	Junipero Serra Blvd.	LS	\$	\$
8	Lawndale Blvd.	LS	\$	\$
9	Clark Avenue	LS	\$	\$
10	B Street	LS	\$	\$
11	C Street	LS	\$	\$
12	D Street (including stairs)	LS	\$	\$
13	E Street (including stairs)	LS	\$	\$
14	F Street	LS	\$	\$
15	Colma Police Facility	LS	\$	\$
16	Town Hall	LS	\$	\$
17	Creekside Villas (Senior Housing)	LS	\$	\$
18	Recreation Center (Sterling Park)	LS	\$	\$
19	Corporation Yard	LS	\$	\$
20	Bark Park	LS	\$	\$
21	Historical Museum (from Museum south to the Blacksmith Shop)	LS	\$	\$
22	Colma Community Center (from the lawn area south)	LS	\$	\$
23	Rodent Control	LS	\$	\$
24	TOTAL MONTHLY/ANNUAL COST	LS	\$	\$

EXHIBIT D: PRICING FORM

Part B. **Annual Services.** Upon satisfactory completion, Town shall pay Contractor for the Annual Services described in the contract or exhibits shown in the table below at the unit rates set forth in the table:

ITEM	DESCRIPTION	UNIT	UNIT COST
25	Clean Colma Creek (See Exhibit B)	LS	
26	Clean Area Drains (See Exhibit B)	Each	
27	Aerating Lawns (min 20,000 sqft.) (See Contract § 3.2)	Per 1,000 Sq. Ft.	

Part C. **Hourly Rates for Extra Services.**

Upon satisfactory completion, Town shall pay Contractor for Extra Services described in section 3 of the Contract at the hourly rates set forth below:

ITEM	POSITION	HOURLY RATE
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

Part D. **Emergency Services.** Upon satisfactory completion, Town shall pay Contractor for Emergency Services described in section 2 of the Contract at the hourly rates set forth below in *Part C, Hourly Rates for Extra Services* times the following appropriate factor:

(1) For work performed during business hours by a crew already working in Town at the time of the emergency, the factor shall be One (1.0);

(2) For work performed during business hours by a crew brought in from outside the Town, the factor shall be _____;

(3) For work performed after business hours' on twenty-four hours' response time, the factor shall be _____; and

EXHIBIT D: PRICING FORM

(4) For work performed after business hours on two hours' response time, the factor shall be _____.

Instruction to bidder: Enter the factor on the blank line in text and a number. For example, you should enter :

- straight time as: One (1.0);

- time and a half as: One and one-half (1.5)

- double time as: Two (2.0)

* * * * *

Respectfully submitted:

X _____
(Business Name)

X _____
(Signature & Date)

X _____
(Title)

Contractor's License Number and Class _____

(Signatory's authority should be included with the exhibit)

EXHIBIT E

MINIMUM TRAFFIC CONTROL SAFETY REQUIREMENTS

When working within the streets and rights of way named below, Contractor shall perform all work in accordance with this Exhibit E; *Caltrans Maintenance Manual*, "Chapter 8 - Protection of Workers"; and Caltrans Code of Safe Practices.

1. Street Subject to Traffic Control Requirements

The following streets and rights of way are subject to the requirements herein: El Camino Real, Hillside Boulevard, Junipero Serra Boulevard, Serramonte Boulevard, Lawndale Boulevard and Colma Boulevard.

2. Required Equipment

Contractor shall provide all necessary traffic safety equipment, signage and apparel. Traffic safety equipment means, for example, vehicles properly equipped with traffic safety flashers, light bars, beacons or directional signals (temporary or permanent).

3. Minimum Standards.

(a) These are the *minimum* requirements; the contractor shall take such additional steps as are reasonably necessary to assure the safety of its employees while performing work under this contract.

(b) In preparation for this RFP and contract the Town has met with Caltrans and has agreed to the minimum requirements stated below along El Camino Real. However, Caltrans has the right to require stricter standards along El Camino Real.

(c) The Town of Colma will enforce the minimum traffic control requirements in all other areas where maintenance will be performed. However, the Town of Colma reserves the right to impose stricter traffic control standards along if it believes the work area is not safe.

(d) If either Caltrans or the Town imposes stricter requirements, the contractor is entitled to request and negotiate a change order with the Town.

4. Lane Closure Not Required.

(a) When workers are conducting maintenance near moving traffic, but the workers are not in a stationary position or in an area for more than 20 minutes, the contractor shall:

- (i) Install temporary signage (i.e. "Work Zone Ahead", "Slow – Landscape Maintenance Ahead"
- (ii) Wear appropriate safety apparel (i.e. bright colored work vest)
- (iii) Face traffic when conducting work

(iv) Assign one person dedicated to be the "look out" and warn workers if an errant vehicle is approaching. The "look out" should carry a device which the other workers can hear in case of a warning message being communicated (e.g. horn).

(b) Typically, mowing, edging and weed control (spraying) are activities that would not require lane closure.

(c) The areas where it would be acceptable to perform this type of work without lane closures are on the medians within El Camino Real and Lawndale Boulevard.

5. Lane Closure Required.

(a) When workers are conducting maintenance or irrigation repairs near moving traffic and are in a stationary position or in an area for greater than 20 minutes, the contractor shall close a lane of traffic using traffic safety devices per Caltrans specifications (i.e. Caltrans traffic control plan T-11).

(b) Typically, pruning, pulling weeds, and the repairing of valves or mainlines are activities that would require lane closure.

(c) The areas where the Town would expect to see lane closures when performing this type of work are, for example:

(i) along the median on Junipero Serra Boulevard;

(ii) on the north side of Serramonte Boulevard between El Camino Real and Hillside Boulevard; and

(iii) on the south side of Colma Boulevard between Home Depot and Best Buy.

6. Traffic Control Systems.

(a) When conducting maintenance in areas where a vehicle can be parked safely without impeding, blocking or sticking out in the lane of traffic (shoulder area), and work can be performed, the contractor shall install a traffic control system (i.e. delineation and signage) instead of closing a lane of traffic.

(b) The area(s) where the Town would expect to see traffic control systems when performing this type of work are, for example:

(i) on the south side of Lawndale between Mission Road and Hillside Boulevard.

7. Training and Monitoring.

Contractor shall conform to the Caltrans Maintenance Manual, "Chapter 8 - Protection of Workers", and Caltrans Code of Safe Practices, when training workers and installing work zone

safety practices. The contractor shall instruct its employees to follow the requirements herein and shall plan and supervise its employees' activities for compliance.

8. Permits/Licenses, Certifications, Insurance.

Contractor shall acquire a Caltrans rider/double permit to the Town's General Encroachment Permit (for work on El Camino Real).

Provide Town with proof of certified training (Caltrans ATTSA, etc.) as required.

Obtain Town's Business License.

Provide Insurance Certificate as required by the Contract.

EXHIBIT F
LANDSCAPE MAINTENANCE SERVICES CONTRACT

The TOWN OF COLMA, a California municipal corporation, located at 1198 El Camino Real, Colma, CA 94014 ("Town") and _____, a _____, with its principal place of business at _____ ("Contractor") (each a "Party" and collectively the "Parties") enter into this LANDSCAPE MAINTENANCE SERVICES CONTRACT (the "Contract") as follows:

1. General Landscape Maintenance Services

1.1 *Scope.* Contractor shall regularly perform the General Landscape Maintenance Services in public facilities and rights of way that are described in Exhibits A, except as to the services expressly stated therein to be provided by the Town. All services shall be performed in compliance with Exhibit C, *Policies and Practices for Use of Biological and Chemical Materials*, including the Town's *Integrated Pest Management Policy and Procedures*.

1.2 *Compensation.* For the General Landscape Maintenance Services described in this Section, Town shall pay Contractor a fixed fee of \$ _____ per month. Contractor shall allocate the fixed fee to each public facility and right-of-way as set forth in Exhibit D, Part A. Contractor shall invoice Town for this work once it has been completed, and the Town shall remit payment within 30 days of receipt of such invoice for all work completed to Town's satisfaction.

2. Annual Cleaning Services

2.1 *Clean Colma Creek.* Once each year, on a schedule to be approved by the Town, Contractor shall clean that portion of Colma creek that is within Colma. The specific duties of Contractor and Town are set forth in Exhibit B to this contract. Town shall pay Contractor the lump sum of \$ _____ for these services.

2.2 *Clean area drains.* Once each year, on a schedule to be approved by Town, Contractor shall clean all area drains in Town facilities. The specific duties of Contractor and Town are set forth in Exhibit B to this contract. Town shall pay Contractor \$ _____ for each area drain.

2.3 *Invoicing.* Contractor shall invoice Town for this work once it has been completed, and the Town shall remit payment within 30 days of receipt of such invoice for all work completed to Town's satisfaction.

3. Extra Services Payable on a Per Unit Basis

3.1 *Scope.* At the request of Town, Contractor shall perform Extra Services described in this section, and Town shall pay Contractor for those services on a per unit basis.

3.2 *Aerate Lawns.* When requested by Town, Contractor shall aerate lawn areas designated by Town. Town shall pay Contractor \$ _____ for each 1,000 square feet of lawn area aerated.

3.3 *Plant Annuals and Perennials.* Each season and on request by Town, Contractor shall plant annuals and perennials in areas designated by Town.

The Town will pay the cost of plants based on the receipts provided by the contractor. Labor costs will be paid based on approved hourly rates. The Town shall approve the staffing of Labor for these additional services prior to execution of any extra work.

4. Extra Services Payable on an Hourly Basis

4.1 *Required Extra Services.* At the request of Town, Contractor shall perform the following Required Extra Services, and Town shall pay Contractor for these services on an hourly basis:

4.1.1 Weed whacking roadside areas as specified and directed by the Town's representative;

4.1.2 Repairing damage to landscaped areas caused by vandalism;

4.1.3 Repairing damage to landscaped areas caused by vehicular accidents to the lawn areas (does not include lawn damage caused by the Contractor or his/her sub-contractor); and

4.1.4 Repairs needed for obtaining certified backflow irrigation devices.

- 4.1.5 Provide consulting services for plant selection, review of landscaping plans for new and redevelopment projects within the Town.

4.2 *Town Duties.* When requesting extra services compensable on an hourly basis, Town shall notify Contractor of a general description of the Emergency Work to be performed, and the time within which it should be performed.

4.3 *Compensation.* For the Extra Services described in this Section, Town shall pay Contractor on an hourly basis at the rates set forth in Exhibit D, Part C. Contractor shall submit an itemized invoice to Town for all Extra Services within 30 days of completing those Services. Town shall remit payment for all Extra Services completed to the Town's satisfaction within 30 days of receipt of Contractor's invoice.

4.4 *Arborist.* At the request of Town and at a mutually agreed upon price, which shall be paid by Town, Contractor shall retain a certified arborist to inspect trees and render a report to the Town with recommendations.

5. Emergency Services

5.1 *Emergency Services.* Whenever required by Town, Contractor shall provide emergency landscape maintenance services.

5.1.1 Emergency landscape maintenance services consist of work similar in nature to the work provided by Contractor and which is immediately necessary to prevent or mitigate the loss or impairment of life, health, property or essential public services.

5.1.2 Examples of natural events that may require Emergency Services are flooding, earthquakes or severe storms. Examples of man-made events that may require Emergency Services include traffic collisions, fire, explosion, broken pipes or severe vandalism.

5.1.3 Examples of Emergency Services that Contractor may be required to perform include, without limitation: removal of fallen trees; repair of broken irrigation lines; removal of mud, dirt and debris.

5.1.4 The response time shall be set by the Town at the time of the request for emergency services.

5.2 *Time of Essence.* Time is of the essence for responding to each and every need request for emergency services and for providing the requested emergency service.

5.3 *On-call Number.* Contractor shall provide a current phone number for the Town to call when it needs Emergency Service and shall promptly send a written notice to the Town of each change to the telephone number.

5.4 *Compensation Based on Response Time.* Town shall pay Contractor for Emergency Landscape Maintenance Services at the hourly rates set forth in Exhibit D, Part C, multiplied by the appropriate factor set forth in Exhibit D, Part D.

5.5 *Staffing.* Contractor is expected to bring in for emergency services work after normal business hours, up to two workers on two hours' notice and up to five workers on 24 hours' notice.

5.6 *Town's Duties.* When requesting emergency services, Town shall notify Contractor of the nature of the event causing the emergency, a general description of the Emergency Work to be performed, and the time within which it should be performed.

5.7 *Invoice and Payment.* Contractor shall submit an itemized invoice to Town for all Emergency Services. within 30 days of completing those Services. Town shall remit payment for all Emergency Services completed to the Town's satisfaction within 30 days of receipt of Contractor's invoice.

6. Hours, Standards

6.1 *Hours.* All regularly scheduled maintenance work must be done Monday through Friday, between 7:00 am and 4:00 pm, and between 9:00 am and 3:00 pm in areas where traffic will be impacted.

6.2 *Landscaped Areas.* Landscaped areas should appear as depicted in the photographs and accompanying text to Exhibit A to this contract.

6.3 *Caltrans Standards.* All work shall conform to section 20 of the Caltrans standards and specifications pertaining to erosion control and highway planting.

6.4 *Work Safety Standards.* Contractor shall provide traffic safety equipment, signage and apparel, and shall perform its work to assure safety for its workers and the public. Specifically, and without limitation, Contractor shall:

6.4.1 When working within Hillside Boulevard, El Camino Real, Junipero Serra Boulevard, Colma Boulevard, and Serramonte Boulevard:

(a) Provide all signage, arrow boards, traffic cones and personnel qualified to install traffic control devices as required;

(b) Where Exhibit E applies, perform its work in accordance with Exhibit E (Minimum traffic control safety practices) and with traffic plans provided by Contractor and approved by Caltrans;

(c) Where Exhibit E does not apply, perform its work with Caltrans standards for highway safety and with traffic plans provided by Contractor and approved by Caltrans; and

6.4.2 When working within El Camino Real, acquire a Caltrans rider permit to the Town's General Encroachment Permit;

6.4.3 Provide Town with schedules when required work is to take place in the various rights of way;

6.4.4 Conduct monthly safety meeting and submit attendees list, meeting agenda and notes to the Town; and

6.4.5 Provide Town with proof of traffic control training.

6.5 *Sustainability.* Contractor shall follow sustainable practices that:

6.5.1 Manage and maintain irrigation systems to conserve water by reducing or eliminating runoff, hydro zoning, and other practices;

6.5.2 When appropriate, use mulching and composting practices to conserve water, enhance growth of plants, improve appearance of landscape, and reduce weed growth;

6.5.3 Use California native, drought tolerant and plants appropriate to the site and adapted to our region's rainfall with no planting of invasive species; and

6.5.4 When appropriate, use principles from the Bay-Friendly Landscape Professionals Coalition (www.bayfriendlycoalition.org).

6.6 *Town's Duties.* Town shall:

6.6.1 Provide all encroachment permits within the Caltrans right-of-way.

6.6.2 Provide all encroachment permits to work within Town rights of way.

6.7 *Use of Biological and Chemical Materials.* Whenever performing any work under this contract, Contractor shall comply with the policies and practices set forth in Exhibit C to this contract, entitled, "Standards for Use of Biological and Chemical Materials", which includes the Town's *Integrated Pest Management Policy and Procedures*.

7. Reimbursable Expenses

7.1 *Advance Approval.* Contractor must obtain approval in advance from the Town's authorized representative to purchase, deliver, install or use fertilizer, pesticides, weed control products, annuals or perennials.

7.2 *Reimbursable Expenses.* Town shall reimburse Contractor for the reasonable costs of the following materials and supplies only:

7.2.1 Fertilizer;

7.2.2 Materials used for the repair of the irrigation system;

7.2.3 Annual plants, over the amount of the Annual Allowance

7.2.4 Perennial plants, over the amount of the Annual Allowance

7.2.5 Materials used for emergency or extra work;

7.2.6 Materials used to repair property damages caused by vandalism, vehicular accidents, or other occurrence not caused by the Contractor or its sub-contractors and;

7.2.7 Back-flow devices, controllers, and incidental materials.

7.3 *Contractor's Costs.* Contractor shall be responsible for the cost of all materials and supplies not expressly stated as Town's responsibility in the contract, this section, or the exhibits.

8. Term and Termination

8.1 *Term.* The term of this Contract is one year commencing on _____ ("Term"), subject to termination as set forth in the next paragraph and the option to renew set forth in the next section.

8.2 *Termination.* Either Party shall have the right to terminate the Contract at any time without cause, by providing the other Party thirty days written notice. If either Party terminates the Contract pursuant to this provision, the date of termination shall be the last day of the month that is at least thirty days after notice of termination has been given.

9. Option to Renew

9.1 *Town May Renew Contract.* Town may renew this contract for four successive terms of one year each, on the same terms and conditions as contained herein, by giving written notice to Contractor of its intent to exercise this option, at least thirty (30) but not more than

ninety (90) days prior to the end of each expiring Term. In no event shall this Contract extend beyond _____. If Town fails to exercise any one of four successive options within the time required, that option and all subsequent options shall be void.

9.2 *Adjustment for Inflation if Option to Renew is Exercised.* If Town exercises its option to renew as set forth in the preceding paragraph and this Contract has not otherwise been terminated for any reason, each item in Exhibit D shall be adjusted annually for inflation, with a maximum increase of 5% per year. This annual adjustment shall occur on July 1 of each fiscal year beginning in 2020.

9.2.1 "Adjusted for Inflation" means an adjustment made according to the following formula, where "Consumer Price Index" or "CPI" means the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index entitled "Consumers Price Index of Urban Consumers (Revised Series), San Francisco-Oakland-San Jose Metropolitan area, All Items, 1982-84=100 [Series ID CUURA422SA0]."

9.2.2 *CPI.* If the CPI for September of any year following 2014 exceeds the index for September 2014 (the Base Index), the amount subject to adjustment for inflation (Base Amount) shall be multiplied by the last previous CPI Index and divided by the Base CPI Index to obtain the Adjusted Amount.

9.3 In the event the CPI exceeds 5% for a particular year, Contractor shall have the option to terminate this Contract, or to reject Town's exercise of the option to renew, by giving Town 60 days written notice.

10. Incorporation of Exhibits. Exhibits A, B, C, D and E to this contract, including the photographs and the accompanying narrative descriptions, are expressly incorporated in and made part of this Contract.

11. Meetings.

11.1 Contractor shall meet with the Town's representative at least once a month to report on Services done or to be done, make recommendations, and receive instructions from the Town's representative.

11.2 Contractor shall also attend a minimum of three (3) Integrated Pest Management Subcommittee Meetings with the San Mateo County water pollution prevention program (SMCWPPP) per year.

12. Designation of Authorized Representatives. Before commencing any Services under this Contract, each Party shall designate in writing, a competent, authorized representative acceptable to the other Party, together with a clear definition of the scope the representative's authority and any limitations on the representative's authority. Each Party shall notify the other Party in writing of any changes in the authorized representative's identity within 10 days of such change.

13. Subcontractors and Personnel

13.1 *Subcontractors.* Contractor shall not employ any other contractor or subcontractor for performance of the Services hereunder without the prior written approval of the Town.

13.2 *Personnel.* All personnel employed in connection with the Services shall be competent and qualified by experience or ability. Contractor shall obtain written approval of the Town prior to appointing key project personnel. Contractor and its subcontractors shall replace any of their employees whose work is contrary to the requirements of this Contract, or at Town's request for whatever reason.

13.3 *Fingerprinting and Background Checks.*

(a) Contractor will obtain a background check for each current and new employee or agent who will be assigned to work under this Contract. The background check must be performed by the Colma Police Department or a qualified firm who is duly licensed to conduct criminal background checks. The background check for an employee or agent must include a search of the county criminal court records search and the US District criminal court records for each address where the employee or agent lived at any time during the last ten years.

(b) Contractor will comply with all notice and disclosure requirements required by the Fair Credit Reporting Act and applicable state laws, including obtaining consent for all records to be reviewed by Contractor.

(c) Contractor will assign only those employees or agents who have successfully completed and passed a criminal background check to work under this Contract. To pass the background check under this Contract, the employee or agent must:

(i) Provide complete and truthful information, documentation, and assurances required by this contract or requested by the Chief of Police, and must reveal all facts material to qualification;

(ii) Not have been convicted of a felony, including a conviction by a federal court or a court in another state for a crime that would constitute a felony if committed in California;

(iii) Not have been convicted of any misdemeanor involving dishonesty or moral turpitude within the 10-year period immediately preceding the

submission of the application, unless the applicant has been granted relief pursuant to Section 1203.4, 1203.4a, or 1203.45 of the Penal Code; and

(iv) Not be required to register under the California Sex Offender Registration Act (California Penal Code, sections 290 to 290.024).

(d) The Chief of Police may, for good cause shown, grant relief from the strict application of the foregoing requirements.

(e) Contractor will pay all costs associated with fingerprint and background checks.

14. Independent Contractor. Contractor is an independent contractor in the performance of this Contract. Neither Contractor nor its subcontractors, nor their employees, shall be considered employees, servants or agents of Town as a result of this Contract. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the Town.

15. Laws and Safety

15.1 *Laws and Regulations.* This Contract is made subject to, and Contractor agrees to comply with and abide by, all applicable the laws, rules and regulations of the United States, the State of California, the County of San Mateo, the Town of Colma, and any other applicable regulatory agencies, including without limitation, Caltrans and the Regional Water Quality Control Board, in its performance of the Contract.

15.2 *Safety.* Contractor shall execute the Services so as to avoid injury or damage to any person or property. Contractor and its subcontractors shall employ the safety and security practices as are normal or customary for the type of work to be performed under this Contract or as are required by law for the type of work to be performed under this Contract. Contractor and its subcontractors shall comply with Town's safety and security requirements when performing work on the premises of the Town or in the vicinity of any facilities of the Town.

16. Licenses.

Contractor shall obtain and maintain at all times during the term of this Contract all professional and/or business licenses, certifications and/or permits necessary for performing the Services described in this Contract, including the following:

16.1 State Contractor's license;

16.2 Town of Colma Business License (Information regarding the Town's business license program may be obtained by calling the Town's Planning Office at (650) 985-2590);

16.3 All required licenses and certifications for use and storage of chemicals used within the Town of Colma; and

16.4 All licenses, records and advisories as the Town's spraying agent.

17. Records and Audit.

17.1 *Records.* Contractor shall keep accurate and complete daily records to support all items invoiced to the Town under this Contract. Such records shall include, without limitation, an itemization of the Services performed by each employee, the name of the employee, the areas where the Services were performed, and the materials used.

17.2 *Advisories.* Contractor shall keep records of all advisories as the Town's spraying agent.

17.3 *Town Inspection of Records.* Town shall have the right, at all reasonable times during business hours, to inspect and copy all records required to be maintained by the Contractor. Contractor shall preserve these records for three (3) years after the termination of this Contract.

18. Ownership of Records. All reports, information, data, or other material given to, prepared by or assembled by the Contractor as part of the Services shall be the property of the Town. Contractor shall not disclose those reports, information or data to any other individual or organization without the prior written approval of the Town.

19. Public Records Act. Contractor understands that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Town of Colma may not be in a position to establish that any or all reports or information provided by Contractor is a trade secret. If Contractor submits any information which it claims to be a trade secret to the Town and a third-party makes a request to inspect or copy such information, the Town will provide Contractor with reasonable notice to allow Contractor to seek protection from disclosure by a court of competent jurisdiction. If Contractor has not responded timely to the request, as defined by the applicable law for which the request is made pursuant to, the Town may, in its sole discretion and without being in breach of this Contract, respond to the request as the Town deems appropriate. In the event that Contractor directs Town not to disclose the confidential information sought pursuant to the request, Contractor will indemnify Town against any losses, including reasonable attorney fees and costs, sustained arising from the non-disclosure of the confidential information material requested in the request. Town, in its sole discretion may tender the request to Contractor for response, including, any and all subsequent legal actions or challenges related to the non-disclosure.

20. Town's Covenants

Town acknowledges and covenants as follows:

- (a) Contractor is not required to comply with daily instructions from Town staff with respect to the manner of performing the Services.
- (b) Contractor is solely responsible for determining who, under the supervision or direction of Contractor, will perform the services set forth in this Contract.
- (c) The Town will not hire, supervise or pay any assistants working with Contractor pursuant to this Contract.

(d) Nothing in this Contract shall be interpreted to imply that the Contractor must maintain any contractual relationship with the Town on a continuing basis after termination of this Contract.

(e) It is the sole responsibility of the Contractor to set the hours in which Contractor performs or plans to perform the services set forth in this Contract.

(f) Contractor is not required to devote full time to the business operations of the Town in order to perform the services set forth in this Contract.

(g) Nothing in this Contract shall be interpreted to preclude Contractor from working for other persons or firms, provided that such work does not create a conflict of interest.

21. Contractor's Warranties

Contractor represents and warrants as follows:

(a) All Services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

(b) Contractor is ready, willing and able to perform the Services without the use of Town equipment, materials, tools, or facilities, except as otherwise set forth in this Contract.

(c) Contractor has thoroughly investigated and considered the Services to be performed, investigated the issues regarding the scope of Services to be provided, and carefully considered how the Services should be performed. Contractor fully understands the facilities, difficulties and restrictions attending performance of the Services under this Contract.

(d) All personnel employed in connection with the Services shall be competent and qualified by experience or ability.

(e) Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the Town, it shall immediately inform the Town of such fact and shall not proceed except at Contractor's own risk until the Town has been informed and Contractor has received written instructions from the City Manager or his or her designee.

(f) Contractor covenants that neither it nor any officer of its corporation has any interest, nor shall it acquire an interest, directly or indirectly, which would conflict in any manner with the performance of Contractor's services under this Contract.

22. Non-discrimination. Contractor will hire, promote and terminate its employees without consideration of race, creed, color, national origin, sex, sexual orientation, marital status, age, or any sensory, mental or physical disability unless such disability effectively prevents the

performance of essential duties and functions required by the position that cannot be accommodated without undue hardship.

23. California Labor Code Requirements.

23.1 Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the Town, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

23.2 Pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the term of this Contract and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

23.3 This Contract is also subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the Town. Contractor shall defend, indemnify and hold the Town, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

24. Indemnification by Contractor

Contractor shall defend, hold harmless and indemnify the Town, its elected officials, officers, agents and employees from and against any and all liabilities arising out of or in any way connected with or related to Contractor's performance of the Services.

24.1 *Liabilities Protected Against.* The liabilities protected against by this Section are any and all losses, claims, actions, damages, liabilities, demands, costs, including attorneys' fees, and expenses of any kind allegedly suffered, incurred or threatened, including all claims for damages for personal injury, death, property damage, inverse condemnation, or any combination of these, arising out of or in any way connected with Contractor's performance of the Services.

24.2 *Included.* The duty to indemnify applies to any acts or omissions, willful misconduct, or negligent conduct, whether active or passive, on the part of the Contractor, its officers, subcontractors, consultants, agents or employees in the performance of the Services.

24.3 *Excluded.* Contractor shall not be liable for any act or omission arising solely from the gross negligence or willful misconduct of the Town.

24.4 *Promises and Agreements.* The promises and agreements in this Section are not conditioned or dependent on whether or not any Town has prepared, supplied, or reviewed any plan(s) or specification(s) in connection with the Services performed, or whether or not the Town is insured or otherwise indemnified against any of these claims or liabilities.

25. Insurance

25.1 *Insurance Policies Required.* Contractor shall, at all times during the term of this Contract, at Contractor's sole cost and expense, obtain and keep in force:

25.1.1 *Comprehensive General Liability Insurance.* Comprehensive general liability insurance (using Insurance Services Office form CG 0001 or exact equivalent), with a minimum combined single limit in the amount of one million dollars (\$1,000,000) per occurrence for bodily or personal injury to, illness of, or death of persons, and damage to property, and no less than \$2,000,000 in the general aggregate. This policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross-liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Contract.

25.1.2 *Automobile Liability Insurance.* Automobile liability insurance (using Insurance Services Office form CA 0001 covering "Any Auto" (Symbol 1) or exact equivalent), covering bodily injury and property damage for all activities in an amount of not less than \$1,000,000 for each accident; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Contractor uses vehicles of others (e.g., employee's vehicles).

25.1.3 *Liability Insurance.* All such liability insurance shall:

(a) Name Town, its elected officials, officers, agents and employees as additional insureds with regard to liability and defense of suits or claims arising out of or in any way connected to the performance of the Contract;

(b) Be primary and noncontributing with any insurance which may be carried by Town;

(c) Afford coverage for all claims based on any act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the policy period;

(d) Expressly provide that Town, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to Town; and

(e) Provide that the insurer waives all rights of subrogation against Town, its officers, agents, employees and volunteers.

(f) Apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement).

25.1.4 *Worker's Compensation Insurance.* Worker's compensation insurance as required by the laws of the State of California and employer's liability insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease. Said insurance policy shall provide that the insurer waives all rights of subrogation against Town, its officers, agents, employees and volunteers.

25.2 *Acceptable Insurers.* All insurance required under this section and all renewals of this contract shall be issued by good and responsible companies admitted to do and doing business in the State of California, rated A:VII or better by Best's Insurance Guide. Each policy shall expressly provide that the policy shall not be cancelled or altered without thirty (30) days prior written notice to Town. Upon the issuance thereof, and on or before the expiration of each such policy and a replacement thereof, Contractor shall deliver to Town "Proof of Insurance" consisting of such policy or a certified copy and a certificate thereof to Town for retention by Town. If Contractor fails to insure or fails to furnish to Town upon notice to do any such policy or certified copy and certificate thereof as required, Town shall have the right from time to time to effect such insurance for the benefit of Contractor or Town or both of them and all premiums paid by Town shall be payable by Contractor on ten (10) days written notice by Town demanding same.

25.3 *Additional Coverage.* Town reserves the right from time to time in its reasonable discretion to require Contractor to obtain additional liability insurance coverage and to increase existing limits of insurance coverage to levels then generally maintained by prudent business organizations operating a similar business in light of inflation, awards for personal injury or wrongful death and other risks.

26. Notices.

26.1 *Manner of Giving Notice.* All notices to be given under this Contract shall be in writing and either:

(a) Delivered personally, in which case notice shall be deemed delivered upon delivery;

- (b) Sent by certified mail, postage prepaid, return receipt requested, in which case notice shall be deemed delivered five (5) business days after deposit; or
- (c) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier.
- (d) Addresses. The addresses to whom notices shall be sent are:

City Manager
 1198 El Camino Real
 Colma, CA 94014
 FAX 625-997-8308

27. Immigration Laws. Contractor shall only employ persons authorized to work in the United States pursuant to federal immigration laws.

28. Miscellaneous

28.1 **Attorneys' Fees and Costs.** If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party shall be entitled to recover from the losing Party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

28.2 **Entire Agreement.** This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

28.3 **Headings.** Headings in this contract and each of its exhibits are for the convenience of the reader only, and shall not be used in interpreting any provision in this contract.

28.4 **Governing Law.** This Contract shall be governed by the laws of the State of California. Venue shall be in San Mateo County.

28.5 **Successors and Assigns.** This Contract shall be binding on the successors and assigns of the Parties.

28.6 **Town's Right to Employ Other Contractors.** Town reserves the right to employ other contractors in connection with the Services where necessary in its discretion.

28.7 **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

28.8 **Ambiguities.** Contractor has participated fully in the review of this Agreement and in inspecting the areas subject to this contract, and has been provided ample opportunity to revise this contract and the exhibits. Any rule of construction to the effect that

ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

28.9 ***No Third-Party Beneficiaries.*** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

28.10 ***Severability.*** If any portion of this Contract is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

28.11 ***Authority to Enter Agreement.*** Each Party warrants that the individuals who have signed this Contract have the legal power, right, and authority to make this Contract and bind each respective Party.

28.12 ***Counterparts.*** This Contract may be signed in counterparts, each of which shall constitute an original.

28.13 ***No Assignment.*** No agreement or any duties or obligations resulting from this Contract may be assigned by selected bidder without the prior written consent of the Town.

* * * * *

///

///

Whereas, the undersigned duly authorized signatories have executed this Contract on the respective dates shown:

Dated: _____

By: _____

Printed Name and Title

Dated: TOWN OF COLMA

By: _____

_____, Mayor

Attest: _____

_____, City Manager