



SAN RAFAEL
THE CITY WITH A MISSION
established 1874

Agenda Item No: 4.d

Meeting Date: February 18, 2025

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Shannon Mackle, Administrative Analyst

City Manager Approval: _____

A handwritten signature in blue ink, appearing to be 'CK', written over a horizontal line.

TOPIC: POINT SAN PEDRO MEDIAN LANDSCAPING SERVICES

SUBJECT: ADOPT A RESOLUTION WAIVING BIDDING REQUIREMENTS FOR SERVICES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GARDENERS' GUILD, INC. FOR POINT SAN PEDRO MEDIAN LANDSCAPING SERVICES FOR AN INITIAL TWO-YEAR PERIOD, WITH THE OPTION TO EXTEND THE AGREEMENT UP TO FOUR MORE YEARS, FOR UP TO A SIX-YEAR TERM, AND A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$680,192

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution waiving bidding requirements for services and authorizing the City Manager to enter into an agreement with Gardeners' Guild, Inc. for Point San Pedro median landscaping services for in an initial two-year period, with the option to extend the agreement up to four more years for up to a six year term, with an annual not to exceed amount of \$100,000 per year, adjusted by CPI not to exceed 5%, and a total contract amount not to exceed \$680,192 subject to City Council appropriating funds for each subsequent fiscal year.

BACKGROUND:

In 2011, the Point San Pedro Road Median Landscaping District was formed to generate revenue to reconstruct, repair, and maintain the 29 median islands along Point San Pedro Road, from Union Street to Biscayne Drive, serving both the City of San Rafael and nearby unincorporated areas of Marin County. Originally constructed 50 years ago, the medians deteriorated over time, and due to significant staffing and budgetary cutbacks, landscaping maintenance for the medians before the formation of the assessment District was minimal. Over time, existing plants and irrigation infrastructure deteriorated significantly so that little of the original landscaping remained, besides some of the trees and vegetation that survived with little water. As a result, a group of property owners near Point San Pedro Road formed an assessment District to fund the capital costs associated with the reconstruction and restoration of the landscaping within the Point San Pedro Road medians, as well as the ongoing maintenance and operation of those improvements. As a part of the formation of the assessment District, the City of San Rafael and unincorporated portions of the County of Marin entered a Memorandum of Understanding (MOU) in which the City of San Rafael was designated as the lead agency for managing the assessment District.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

Since the formation of the District, the City has worked closely with several community members on the Point San Pedro Road Coalition's Roadway Committee, who have assisted not only in recommendations and oversight of the medians but have also served as key community liaisons between the City and the residents within the assessment District. These community members have served as the "citizen's oversight" committee for the District. Department of Public Works (DPW) staff routinely meet with these representatives, provide updates on the maintenance of the medians, and receive feedback from the residents in the area. DPW staff also work closely with those community members on key decisions on financial planning for the assessment District.

One component of the annual assessment funds the annual operations and maintenance costs, which include the monthly contractual maintenance of the 29 medians, as well as additional landscaping and irrigation repairs. In the formal bidding processes for this scope of work in both 2017 and 2019, Gardeners' Guild, Inc. was awarded the contract, and they have been consistently maintained the Point San Pedro median landscaping since 2017.

ANALYSIS:

City staff recommends waiving formal bidding requirements and awarding the contract to Gardeners' Guild, Inc. Pursuant to [Municipal Code Section 2.55.100](#), the City's competitive bidding requirements for services can be waived if there are "valid reasons for waiving competition." The City recently received informal bids for similar landscaping services, and Gardeners' Guild, Inc. was the lowest responsive and responsible bidder. Additionally, their institutional knowledge of the site and irrigation system is advantageous to the City and determined to be the best value for the City.

Entering into a new agreement provides an opportunity to adjust the scope of work to the current needs of the District, which have been updated through staff correspondence with District stakeholders.

FISCAL IMPACT:

The cost of the agreement is not to exceed \$100,000 per fiscal year; however, under the terms of the agreement, Gardeners' Guild, Inc. may adjust its rates annually by the consumer price index, not to exceed 5%. The initial term of the agreement is two (2) years. The City has the option to extend the contract two times, each for a period not to exceed two (2) years. If the City exercises both options to extend the agreement, the contract term would be six (6) years. This will be funded by the Point San Pedro Median Assessment District Fund #234, Contractual Services program. Appropriations already exist in this year's budget, and future appropriations will be made through the annual budget process.

OPTIONS:

The City Council has the following options to consider:

1. Authorize the City Manager to waive competitive bidding and enter into the agreement as recommended.
2. Do not authorize the City Manager to enter into the agreement and provide further direction to staff.

RECOMMENDED ACTION:

Staff recommends that the City Council adopt a resolution waiving bidding requirements for services and authorizing the City Manager to enter into an agreement with Gardeners' Guild, Inc. for Point San Pedro median landscaping services for in an initial two-year period, with the option to extend the agreement up to four more years for up to a six year term, with an annual not to exceed amount of \$100,000 per year,

adjusted by CPI not to exceed 5%, and a total contract amount not to exceed \$680,192 subject to City Council appropriating funds for that fiscal year.

ATTACHMENT:

1. Resolution
2. General Services Agreement with Gardeners' Guild, Inc. for Point San Pedro Median Landscaping Services

RESOLUTION NO. _____

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL WAIVING BIDDING REQUIREMENTS FOR SERVICES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GARDENERS' GUILD, INC. FOR POINT SAN PEDRO MEDIAN LANDSCAPING SERVICES FOR AN INITIAL TWO-YEAR PERIOD, WITH THE OPTION TO EXTEND THE AGREEMENT UP TO FOUR MORE YEARS, FOR UP TO A SIX-YEAR TERM, AND A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$680,192

WHEREAS, in 2011, the Point San Pedro Road Median Landscaping District was formed to generate revenue to reconstruct, repair, and maintain the 29 median islands along Point San Pedro Road; and

WHEREAS, as a part of the formation of the assessment District, the City of San Rafael and unincorporated portions of the County of Marin entered a Memorandum of Understanding (MOU) in which the City of San Rafael was designated as the lead agency for managing the assessment District; and

WHEREAS, one component of the annual assessment funds the annual operations and maintenance work, which includes the contractual maintenance of the 29 medians; and

WHEREAS, in the previous formal bidding processes for this scope of work Gardeners' Guild, Inc. was awarded the contract, and they have been consistently maintaining the Point San Pedro median landscaping since 2017; and

WHEREAS, the City recently received informal bids for similar landscaping services and Gardeners' Guild, Inc. was the lowest responsive and responsible bidder. Additionally, their institutional knowledge of the site and irrigation system is advantageous to the City and determined to be the best value for the City; and

WHEREAS, funding to support the recommended Agreement is provided within the approved Fiscal Year (FY) 2024-25 budget (Pt. San Pedro Assessment District Fund 234), with future appropriations to be provided via the annual budget process through the term of the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Rafael hereby waives the bidding requirement for services; and authorizes the City Manager to enter into an agreement with Gardeners' Guild, Inc. for Point San Pedro Medians Landscaping Services for an initial two-year period, with the option to extend the agreement up to four more years, with a total amount not to exceed \$100,000 per year, as may be increased by the consumer price index or 5%, whichever is less, for up to a total six-year term and a total contract amount not to exceed \$680,192, subject to the City Council appropriating funds for the fiscal year of any extension of the term.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Tuesday, the 18th day of February 2025, by the following vote, to wit:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:

Lindsay Lara, City Clerk

**CONTRACT
BY AND BETWEEN
THE CITY OF SAN RAFAEL
AND
GARDENERS' GUILD, INC.
FOR PT. SAN PEDRO MEDIANS LANDSCAPING SERVICES**

This contract ("Contract") is entered into by and between the City of San Rafael ("City") and Gardeners' Guild, Inc. ("Contractor"), a California corporation, for work on the City's Pt. San Pedro Medians Landscaping Services ("Project"), and is effective on _____ ("Effective Date").

The parties agree as follows:

1. Scope of Work. Contractor will perform and provide all labor, materials, equipment, supplies, transportation, and any and all other items or services necessary to perform and complete the work required for the Project ("Work"), as specified in **Exhibit A, Scope of Work and Bid Proposal**, and according to the terms and conditions of this Contract, including all attachments to the Contract and any other documents and statutes incorporated by reference. To the extent that any attachment contains provisions that conflict or are inconsistent with the terms set forth in the body of this Contract, the Contract terms will control.

1.1 Subcontractors. Contractor acknowledges that it has listed all subcontractors it will subcontract with to complete the Work in **Exhibit B, Subcontractor List**.

1.2 Contractor's License. The Work requires a valid California contractor's license for the following classification(s): C-27 or C-61

2. Contract Documents. The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below:

- 2.1** Contract;
- 2.2** Addenda, if any;
- 2.3** Exhibit A – Scope of Work and Bid Proposal;
- 2.4** Exhibit B – Subcontractor List;
- 2.5** Exhibit C – Insurance Requirements.

3. Contract Price. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor an amount not to exceed \$200,000 (the "Contract Price"), for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal set forth in **Exhibit A** and the payment provisions contained herein.

3.1 Payment. Contractor must submit an invoice on the first day of each month during the Contract Time, defined in Section 4 below, and/or upon completion, for the Work performed during the preceding month, itemizing labor, materials, equipment and any incidental costs incurred. Contractor warrants that title to all work, materials and equipment incorporated into the Work will pass to City free of any claims, liens, or encumbrances upon payment to Contractor.

4. Term of Contract. Unless otherwise set forth in this Contract or unless this paragraph is subsequently modified by a written amendment to this Contract, the term of this Contract shall begin on the January 1, 2025 and terminate two (2) years from the Effective Date. At the City's election, the Contract may be extended two times, each for a period not to exceed two (2) years, subject to budget being appropriated.

5. Liquidated Damages. If Contractor fails to complete the Work within the Contract Time, Contractor must pay liquidated damages in the amount of **\$0** per day for each day of unexcused delay in completion.

6. Standard of Care. All Work must be provided in a manner that meets or exceeds the standard of care applicable to the same type of work in the City of San Rafael. Contractor must promptly correct, at Contractor's sole expense, any Work that the City determines is deficient or defective.

7. Permits and Licenses. Contractor, at its sole expense, must obtain and maintain during the term of this Contract, all appropriate permits, certificates and licenses including, but not limited to, the required California contractor's license provided in Section 1, and a City business license.

8. Indemnification. Contractor will indemnify, defend with counsel acceptable to City, and hold harmless to the full extent permitted by law, City, its governing body, officers, agents, employees, and volunteers (the "Indemnitees") from and against any and all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorneys' fees, expert witness fees, and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, subcontractors, representatives, or agents in performing the Work or failing to comply with any obligation of Contractor under this Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Contract.

9. Insurance. Contractor will, at all times under this Contract, procure and maintain in full force and effect the insurance coverage provided in **Exhibit C, Insurance Requirements**, at no cost to City.

10. Labor Code Compliance. Unless the Contract Price is \$1,000 or less, the Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at section 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. Contractor must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

10.1 Prevailing Wages. Each worker performing Work under this Contract that is covered under Labor Code section 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City Engineer's office and are available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Contractor and any subcontractor will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.

10.2 Working Day. Pursuant to Labor Code section 1810, eight hours of labor consists of a legal day's work. Pursuant to Labor Code section 1813, Contractor will forfeit to City as a penalty the sum of \$25 for each day during which a worker employed by Contractor or any subcontractor is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815. All Work must be carried out during regular City working days and hours unless otherwise specified in Exhibit A or authorized in writing by City.

10.3 Payroll Records. Contractor and its subcontractors must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("**DIR**"). For each payroll record, Contractor and its subcontractors must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Unless the Contract Price

is under \$25,000, Contractor must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.

10.4 Apprentices. If the Contract Price is \$30,000 or more, Contractor must comply with the apprenticeship requirements in Labor Code section 1777.5.

10.5 DIR Monitoring, Enforcement, and Registration. This Project is subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1725.5, and, subject to the exception set forth below, Contractor and any subcontractors must be registered with the DIR to perform public works projects. The registration requirements of Labor Code section 1725.5 do not apply if the Contract Price is for under \$25,000.

11. Workers' Compensation Certification. Under Labor Code section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

12. Termination.

12.1 Termination for Convenience. City reserves the right to terminate all or part of the Contract for convenience upon written notice to Contractor. Upon receipt of such notice, Contractor must: immediately stop the Work, including under any terms or conditions that may be specified in the notice; comply with City's instructions to protect the completed Work and materials; and use its best efforts to minimize further costs. In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. If City terminates the Contract for convenience, City will only owe Contractor payment for the Work satisfactorily performed before Contract termination, as well as five percent of the total value of the Work performed as of the date of notice of termination or five percent of the value of the Work yet to be completed, whichever is less, which is deemed to cover all overhead and profit to date.

12.2 Termination for Default. The City may terminate this Contract for cause for any material default. Contractor may be deemed in default for a material breach of or inability to perform the Contract, including Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; refusal or failure to make prompt payment to its employees, subcontractors, or suppliers or to correct rejected work; disregard of laws, regulations, ordinances, rules, or orders of any public agency with jurisdiction over the Project; lack of financial capacity to complete the Work within the Contract Time; or responsibility for any other material breach of the Contract requirements. If City terminates the Contract for cause, City will only owe Contractor payment for the Work satisfactorily performed before Contract termination.

13. Dispute Resolution. Any dispute arising under or related to this Contract is subject to the dispute resolution procedures of Public Contract Code sections 9401 and 20104 et. seq., which are incorporated by reference.

14. Waiver. A waiver by City of any breach of any term, covenant, or condition in this Contract will not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, regardless of the character of any such breach.

15. Warranty. Contractor guarantees and warrants the Work and the materials used or provided for the Project for a period of one year, beginning upon City's acceptance of the Work for the Project as complete ("Warranty Period"). During the Warranty Period, upon notice from the City of any defect in the Work or the materials, Contractor must, at its sole expense, promptly repair or replace the defective Work or materials, including repair or replacement of any other Work or materials that is or are displaced or damaged during the warranty work, excepting any damage resulting from ordinary wear and tear.

16. Worksite Conditions.

16.1 Clean and Safe. Contractor must maintain the Work site and staging and storage areas in a clean and neat condition and must ensure it is safe and secure. On a daily basis Contractor must remove and properly dispose of debris and waste materials from the Work site.

16.2 Inspection. Contractor will make the Work accessible at all times for inspection by the City.

16.3 Hazardous Materials. Unless otherwise specified in the Contract documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other hazardous materials, as identified by any federal, state, or local law or regulation. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other hazardous materials, and the asbestos or other hazardous materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease Work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other hazardous materials may be used in performance of the Work.

16.4 Utilities, Trenching and Excavation. As required by Government Code section 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract documents, Contractor must immediately provide written notice to City and the utility. In performing any excavations or trenching work, Contractor must comply with all applicable operator requirements in Government Code sections 4216 through 4216.5. If the trenching or excavation extends deeper than four feet below the surface, then it must also comply with Public Contract Code section 7104.

17. Conflicts of Interest. Contractor, its employees, subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or policy or in violation of any California law, including under Government Code section 1090 et seq. and under the Political Reform Act as set forth in Government Code section 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

18. Non-Discrimination. No discrimination will be made in the employment of persons under this Contract because of the race, color, national origin, ancestry, religion, gender or sexual orientation of such person.

19. Independent Contractor. City and Contractor intend that Contractor will perform the Work under this Contract as an independent contractor. Contractor is solely responsible for its means and methods in performing the Work. Contractor is not an employee of City and is not entitled to participate in health, retirement or any other employee benefits from City.

20. Assignment of Unfair Business Practice Claims. Under Public Contract Code section 7103.5, Contractor and its subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders final payment to Contractor, without further acknowledgement by the parties.

21. Notice. Any notice, billing, or payment required by or pursuant to the Contract documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

To **CITY's** Representative:

Aaron Tubbs
Operations and Maintenance Superintendent
111 Morphew Street
San Rafael, CA 94901

To **CONTRACTOR's** Representative:

Paul Swanson
C.O.O. and Director of Business Development
2780 Goodrick Avenue
Richmond, CA 94801

22. General Provisions.

22.1 Compliance with All Laws. Contractor will comply with all applicable federal, state, and local laws and regulations including, but not limited to, unemployment insurance benefits, FICA laws, conflict of interest laws, and local ordinances. Work may only be performed by qualified and experienced workers who are not employed by the City and who do not have any contractual relationship with City, with the exception of this Contract.

22.2 Provisions Deemed Inserted. Every provision of law required to be inserted in the Contract is deemed to be inserted, and the Contract will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract will be deemed amended accordingly.

22.3 Assignment and Successors. Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.

22.4 Third Party Beneficiaries. There are no intended third-party beneficiaries to this Contract.

22.5 Governing Law and Venue. This Contract will be governed by California law and venue will be in the Superior Court of Marin County, and no other place.

22.6 Amendment. No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

22.7 Integration; Severability. This Contract and the Contract documents incorporated herein, including authorized amendments or change orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract documents will remain in full force and effect.

22.8 Authorization. Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

CITY OF SAN RAFAEL:

CONTRACTOR:

CRISTINE ALILOVICH, City Manager

APPROVED AS TO FORM:
Office of the City Attorney

By: ROBERT F. EPSTEIN,
City Attorney

ATTEST:
City Clerk

LINDSAY LARA, City Clerk

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Contractor's California License Number(s) and
Expiration Date(s) (required under Section 1 of the
Contract):

- Exhibit A: Scope of Work and Bid Proposal**
- Exhibit B: Subcontractor List**
- Exhibit C: Insurance Requirements**

Exhibit A
SCOPE OF WORK AND BID PROPOSAL

The Work to be performed by **CONTRACTOR** under this Agreement is more fully described in **CONTRACTOR's** bid proposal, which is attached to this Exhibit A.

Exhibit A

1. Scope of Work

a. Routine Landscape Duties and Responsibilities

This Section 1.a. defines what shall be considered routine landscaping of the Pt. San Pedro Medians for the purposes of the Contract. Bids for monthly maintenance costs submitted by Contractors shall be fully inclusive of costs associated with performing all maintenance activities required for routine landscaping. For what may be permissible as a separate cost see what is defined as “Non-Routine Maintenance” in Section 1.c.

General duties (applies to all medians)

- Prune any shrubs or groundcover that is overhanging curbs.
- Remove litter and leaves from planted and cobblestone areas.
- Remove any broken or fallen tree branches. Remove sucker growth from trees.
- Control weeds in planted or hardscape areas, keep visibility of weeds to an absolute minimum.
- Check plants for signs of distress or disease.
- Remove any dead plants.
- Request authorization to replace any missing or dead plants.
- Visually inspect irrigation systems. Make emergency and routine repairs if needed.
- Adjust irrigation controllers for current season water needs of plants.
- Replace broken tree stakes and remove stakes that are no longer needed.
- Provide audit of irrigation system after spring start-up.
- Keep bushes and trees pruned and trimmed so that safety and informational signs are not blocked from public view.
- **Mulching to a minimum thickness of three inches shall be performed on all medians over the course of two years. The City shall provide mulch for the contractor to utilize. Mulching is considered a part of regular maintenance and shall not be invoiced as a separate task order.**

Specific duties (Medians listed below)

Median #	Start	End	Specific Landscape Maintenance Duties and Responsibilities
1	<i>Union St</i>	<i>Montecito back lot</i>	High pedestrian traffic; greater potential for litter or irrigation issues
2	<i>Montecito back lot</i>	<i>Top Cuts</i>	High litter potential
3	<i>Top Cuts</i>	<i>Embarcadero Way</i>	High litter potential
4	<i>Embarcadero Way</i>	<i>Mooring Road</i>	Creeping fig along wall requires lane closure at least 1x per year (both sides of road)
5	<i>Mooring Road</i>	<i>Marina Blvd</i>	Creeping fig along wall requires lane closure 1x per year (both sides of road)

6	<i>Marina Blvd</i>	<i>Aqua Vista Dr</i>	
7	<i>Aqua Vista Dr.</i>	<i>Royal Court</i>	
8	<i>Royal Court</i>	<i>Marina Blvd/ Montecito Rd</i>	Has no plants. Still requires litter removal
9	<i>Marina Blvd/ Montecito Rd</i>	<i>Summit Ave</i>	
10	<i>Summit Ave</i>	<i>Margarita Dr.</i>	
11	<i>Margarita Dr.</i>	<i>Balboa Ave</i>	
12	<i>Balboa Ave</i>	<i>Bellevue Ave</i>	
13	<i>Bellevue Ave.</i>	<i>Manderly Rd</i>	
14	<i>Manderly Rd</i>	<i>San Pedro Elementary</i>	
15	<i>San Pedro Elementary</i>	<i>San Pedro Cove</i>	High litter potential
16	<i>San Pedro Cove</i>	<i>Loch Lomond Dr.</i>	High litter potential
17	<i>Loch Lomond Dr.</i>	<i>Leith Ln</i>	High litter potential
18	<i>Leith Ln</i>	<i>Bayview Dr</i>	
19	<i>Bayview Dr</i>	<i>Beach Dr</i>	
20	<i>Beach Dr</i>	<i>Marine Dr</i>	Creeping fig along wall requires lane closure 1x per year (both sides of road)
21	<i>Marine Dr</i>	<i>Main Dr</i>	
22	<i>Main Dr</i>	<i>Knight Dr</i>	
23	<i>Knight Dr</i>	<i>Fire Station 55</i>	
24	<i>Fire Station 55</i>	<i>Peacock Dr</i>	
25	<i>Peacock Dr</i>	<i>Riviera Dr</i>	
26	<i>Riviera Dr</i>	<i>McNear Brickyard Rd</i>	
27	<i>Cantera Way</i>	<i>Marin Bay Park Ct.</i>	Solar powered irrigation valves in median. Landscape must be kept clear of solar panels on irrigation box lids to prevent failure/non-operation.
28	<i>Marin Bay Park Ct.</i>	<i>San Marino Ct.</i>	Solar powered irrigation valves in median. Landscape must be kept clear of solar panels on irrigation box lids to prevent failure/non-operation.
29	<i>San Marino Ct.</i>	<i>Biscayne Dr.</i>	Solar powered irrigation valves in median. Landscape must be kept clear of solar panels on irrigation box lids to prevent failure/non-operation.

b. Frequency of Maintenance

All 29 medians must receive landscape maintenance once per 6 weeks. The following schedule is recommended: (1) Union St to Marina Blvd; (2) Marina Blvd to Summit Ave; (3) Summit Ave to San Pedro Cove; (4) San Pedro Cove to Main Dr; (5) Main Dr to Riviera Dr; (6) Riviera Dr to Biscayne Dr.

Litter and debris removal shall occur on all 29 medians each week.

c. Non-Routine Maintenance

The full cost of routine landscaping and planting materials shall be represented in the bid monthly contract cost. The scope of Routine Landscaping included in the monthly contract cost is detailed in Section 1.a.

However, for significant material costs associated with work outside the scope of Routine Landscaping (non-routine maintenance), the Contractor may submit a request to the City for extra payment above the monthly contract costs. City must approve the request prior to work commencing. Examples of non-routine maintenance material costs include:

- Plant replacement
- Mulch, bark, fertilizer
- Major irrigation repairs

Plant replacement and mulch, bark fertilizer: Labor associated with replanting and mulching shall be included as part of the monthly routine maintenance described in Section 1.a. However, cost of plant and mulch material may be an approved non-routine maintenance expense. Please note: cost of material plant replacement necessitated from plant age, disease, weather or vehicle damage, etc. shall be allowable as a separate cost reimbursement. Plant replacement necessitated as a result of a Contractor's failure to maintain will be at full cost to the Contractor.

Major irrigation repairs: The Contractor is expected to perform regular repairs to the irrigation system as a part of routine landscaping maintenance. When extensive repairs are required, the Contractor may submit a request to the City for extra payment above the monthly contract cost. City must approve the request as non-routine, prior to work commencing.

d. Clean up and Debris Disposal

Contractor shall clean all job sites when work is completed and/or daily, including the raking of leaves, twigs, etc. from the lawns, street gutters, sidewalks and parkways and the sweeping or blowing of streets. Each day's scheduled work shall be completed and cleaned up and only under City approved emergency circumstances may any brush, leaves, vegetation debris or equipment be left on the street overnight. The City Representative shall be the sole judge as to the adequacy of the cleanup.

e. Non-City Maintained Landscaping

The Contractor shall perform work only on the City-maintained medians identified in this scope. The Contractor shall NOT perform work for adjacent homeowners; all inquiries to this effect shall be forwarded to the City Representative.

f. Meetings

The Contractor's Project Manager shall be available to meet, on a quarterly basis (or when deemed necessary) with the Public Works Director or his designee at a mutually agreed upon time and place to review maintenance, operations, and all other activities.

g. Monthly Rate

The monthly rate for Routine Maintenance as specified in Section 1.a is \$7,261.47.

h. Labor Costs

The hourly rates for non-routine maintenance as specified in Section 1.c are attached below as Attachment A, Labor Costs.

i. Annual Rate Increases

Contractor shall not increase either its monthly or hourly labor rates throughout the Term of this Contract, except that Contractor may adjust its rates no more than once annually at a maximum amount equal to the percentage change through December in the prior calendar year to the consumer price index ("CPI") for California, All Urban Consumers, San Francisco-Oakland-San Jose areas, not to exceed five percent (5%).

Labor Costs

R A T E S H E E T

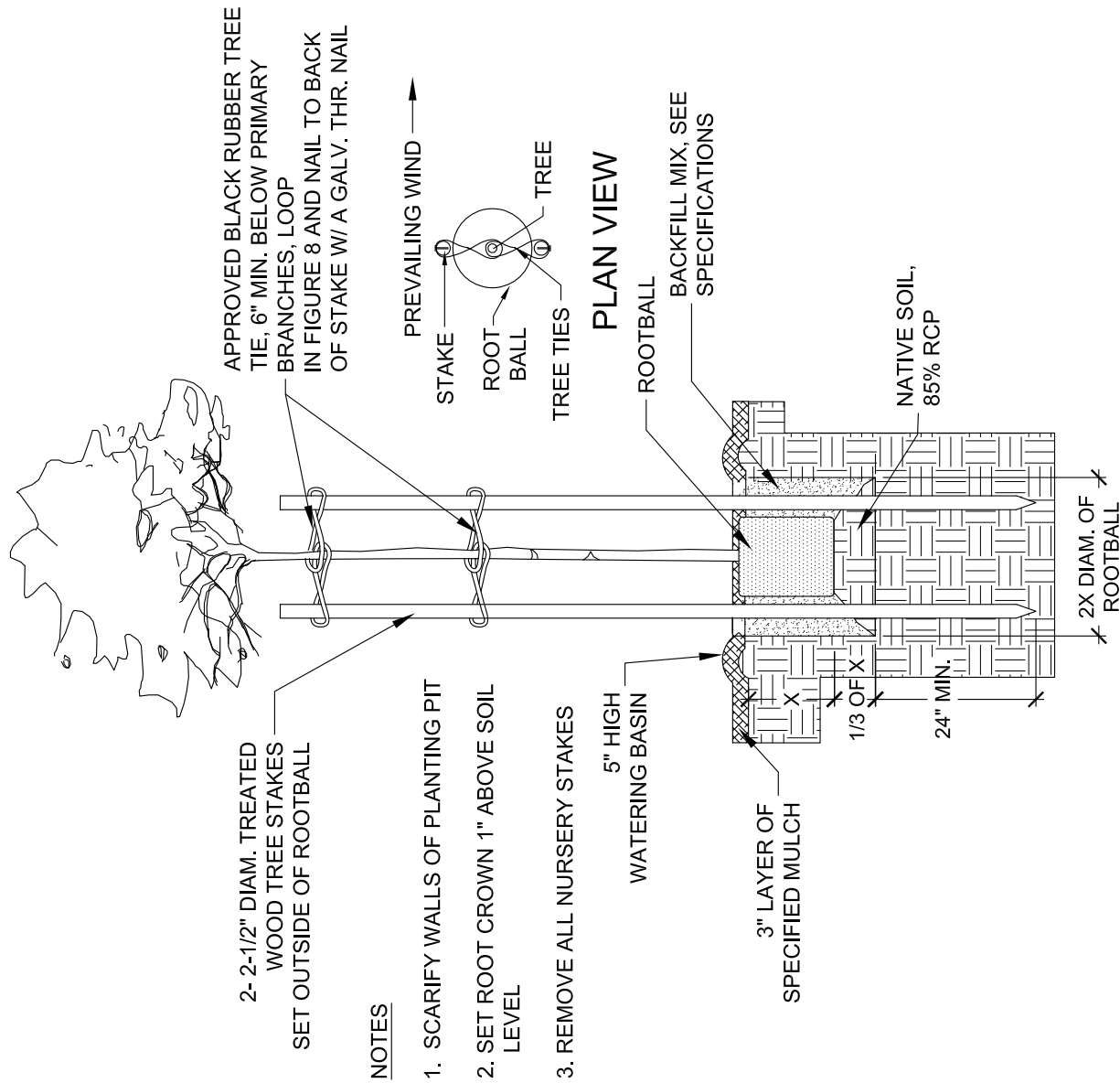
For additional work above the contract.

Labor Costs

Hourly Rates

Landscape Gardener	\$65.
Landscape Crew Leader	\$68.
Irrigation Technician	\$85.
Integrated Pest Management Technician	\$75.





APPROVED BLACK RUBBER TREE TIE, 6" MIN. BELOW PRIMARY BRANCHES, LOOP IN FIGURE 8 AND NAIL TO BACK OF STAKE W/ A GALV. THR. NAIL

2-2-1/2" DIAM. TREATED WOOD TREE STAKES SET OUTSIDE OF ROOTBALL

NOTES

1. SCARIFY WALLS OF PLANTING PIT
2. SET ROOT CROWN 1" ABOVE SOIL LEVEL
3. REMOVE ALL NURSERY STAKES

PLAN VIEW

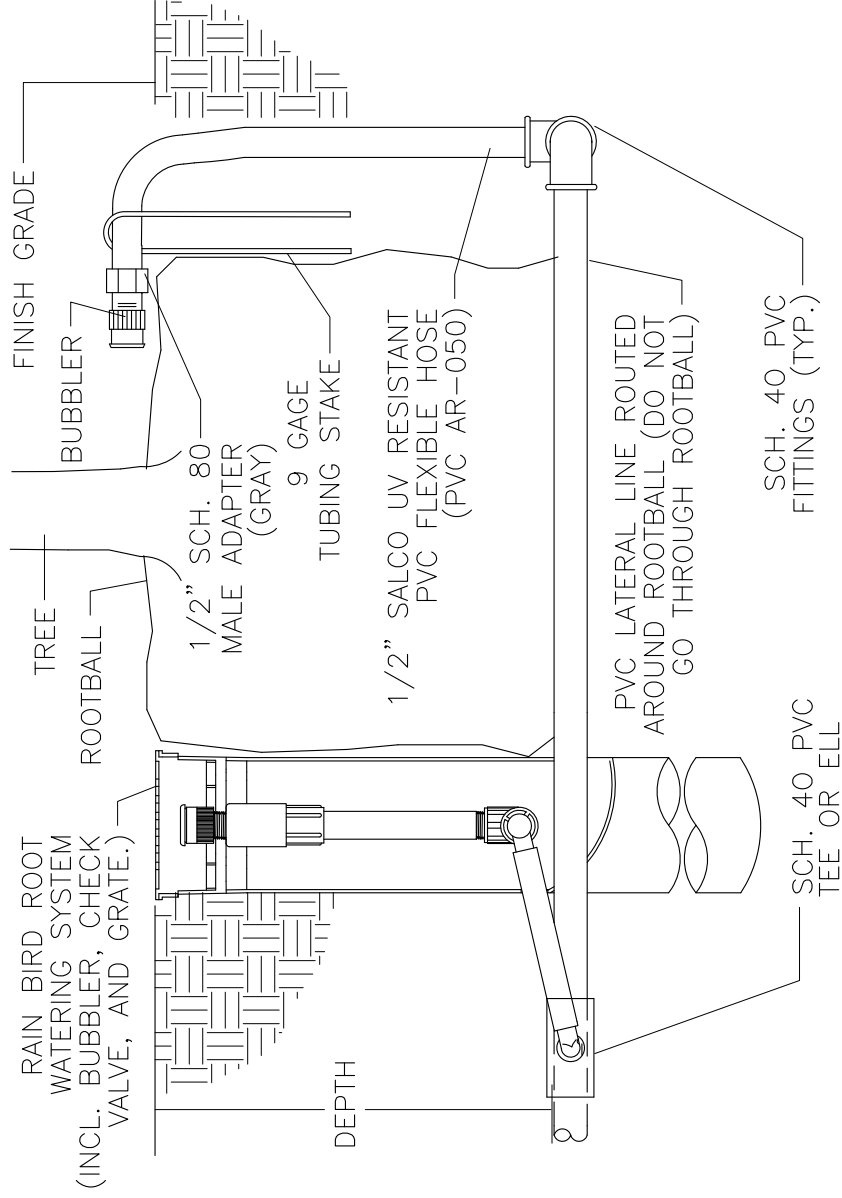
PREVAILING WIND →
STAKE
ROOT BALL
TREE TIES
TREE
ROOTBALL
BACKFILL MIX, SEE SPECIFICATIONS

3" LAYER OF SPECIFIED MULCH

NATIVE SOIL, 85% RCP

2X DIAM. OF ROOTBALL

APPENDIX A — DETAIL 1
TREE PLANTING
NOT TO SCALE

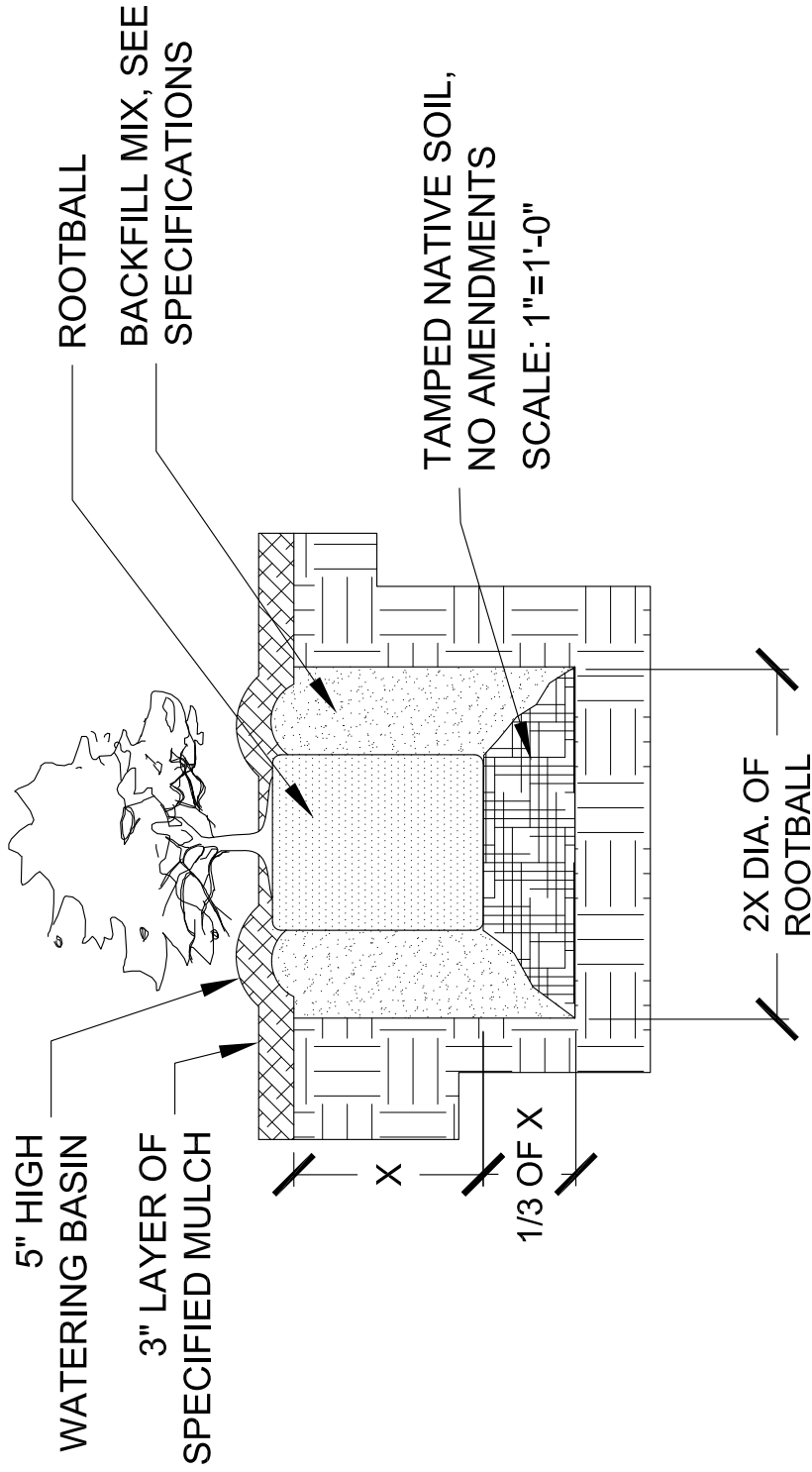


APPENDIX A — DETAIL 2
 TREE BUBBLER
 NOT TO SCALE



NOTES

1. SCARIFY WALLS OF PLANTING PIT
2. SET ROOT CROWN 2" ABOVE SOIL LEVEL
3. REMOVE ALL NURSERY STAKES



APPENDIX B - DETAIL 1
SHRUB PLANTING
NOT TO SCALE



Point San Pedro Road Medians - Weekly Report

- 1. Contractor to perform **2x** maintenance March - October, **1x** maintenance November - February
- 2. Report to be sent to City the **Tuesday** following a completed week
- 3. Weekly report should be sent to [\[\[City email inserted here\]\]](#); CC: [\[\[Pt San Pedro Road Coalition emails here\]\]](#)

Report prepared by:

Work completed last week

Week ending

Start (Street)	End (Street)	Description of Work

General notes

Work to be completed this week

Week ending

Start (Street)	End (Street)	Description of Work

General notes



San Rafael Policy and Procedures

Policy No.	
Subject:	Integrated Pest Management
Resolution No.	
Issue Date:	
Revision Date:	September, 2017
Prepared By:	Dave Davenport, Park Maintenance Supervisor
Approved By:	Jim Schutz, City Manager

Integrated Pest Management Program

Scope of IPM Policy

This policy governs not only Department of Public Works employees, but also contractors hired by the City and persons acting under the authority or on behalf of the City in the care and maintenance of City parks, landscaped areas, and all other City owned properties. The term "pesticide" is a general term that includes herbicides, insecticides, fungicides, and rodenticides.

The City of San Rafael is committed to a comprehensive Integrated Pest Management (IPM) program guiding the management of its parks, landscaped areas, public right-of-ways, buildings and other essential public properties.

The purpose of this IPM program is to ensure and enhance the health, safety and welfare of citizens, visitors, and City staff by clearly defining the City's pest management strategy, the priorities for administering this strategy, and the various means by which these priorities may be realized. Public access to records and information relating to the City's pesticide use is an essential component of a success full PM program, and San Rafael is fully committed to providing all pertinent information to the public in a timely, comprehensive, and understandable manner.

The City realizes that some pesticides are potentially hazardous to human health and the environment, and shall administer this IPM program with a focus on long term suppression of pest problems with minimum impact on human health, non-target organisms, and the environment. Least toxic pesticides are used only after monitoring indicates such a need, pursuant to the provisions of this policy.

1. The City of San Rafael's IPM program will include the following components:

- a) Educate and train City staff including contractors, landscapers, and facility managers in the IPM program, practices and policy.
- b) Require City pesticide application contractors to implement the IPM Policy on all property owned, leased, or managed by the City and to report the types and amounts of pesticides used by the contractor on City said property.
- c) Reduce to the maximum extent practicable the use of pesticides.
- d) Consider taking a "no-action" approach in addressing certain pest control issues.
- e) Review and consider available non-chemical options before using a chemical pesticide.
- f) Identify pests and least toxic methods to control pests.
- g) Identify, evaluate and minimize or eliminate conditions that encourage pest problems.
- h) Conduct careful and efficient inspection, monitoring, and assessment of pest problems by designated personnel or contractor knowledgeable of IPM methods.
- i) Maintain records by City departments on IPM methods considered and used to prevent and control pests.
- j) Comply with all applicable state and federal regulations, including pesticide use and reporting.
- k) Provide open public access to all IPM program information and records via website.
- l) Conduct decision-making based on the best available science and data.
- m) Keep the County Agricultural Commissioner informed of water quality issues related to pesticides and of violations of pesticides regulations (e.g., illegal handling) associated with storm water management;

As the City plans for the development of new parks and landscaped areas, or the rehabilitation of existing areas, specific attention will be directed toward including specifications that eliminate or reduce the need for chemical pesticides (e.g., mow strips next to fencing, covering all new planting areas with mulch, etc.).

Integrated Pest Management Coordinator

The Parks Superintendent shall be designated as the IPM Coordinator. The IPM Coordinator is primarily responsible for implementing the IPM Policy and coordinating efforts to implement IPM techniques within the Public Works Department. The Coordinator is responsible for communicating goals and policy decisions to appropriate City staff and contractors, as well as ensuring proper training of all employees involved with the IPM program, and all contractors who perform landscape maintenance on the City's behalf.

Only individuals specifically designated by the IPM Coordinator as Pesticide Applicators shall be permitted to apply pesticides on City parks, landscaped areas, and other essential public lands. Applicators shall possess a Qualified Applicator Certificate or Qualified Applicator License, issued by the California Department of Pesticide Regulation.

The IPM Coordinator is responsible for ensuring that pesticide use is recorded and made available for public review pursuant to the provisions of this policy.

Education and Training of Staff

Education and training of personnel is critical to the success of this IPM program. Employees involved in the maintenance and associated operations of City property, including the City's parks, landscaped areas, and other essential public lands, or with the purchasing, storage, handling, and application of pesticides shall receive all the mandated, necessary, and reasonable IPM training required to perform such work in an efficient and safe manner, consistent with the provisions and intent of this policy.

Continuing Education Unit (CEU) training in IPM and training in the use of nonchemical methods of pest control are important to a successful program. In addition to formal training, the City shall provide "Safe Handlers" training to all staff assisting in the application, storage or handling of pesticides or pesticide-related equipment. This shall include training specific to the IPM Policy. To the greatest extent practicable, City staff will ensure that all contractors hired to perform IPM related work on the City's behalf have received appropriate education and training. The Public Works Department is dedicated to providing adequate funding and budget planning to maintain training and educational opportunities for all employees.

Use of Alternatives to Herbicides

The City is fully committed to the use of pesticide alternatives whenever practicable. Currently, the Parks Division utilizes the application of mulch materials to discourage weed growth and encourage plant health. An agreement between the City and its contract arborist specifies the provision of mulch material generated in the course of the tree maintenance contract. This mulch material is utilized by the Parks Division as a first line of defense against the proliferation of weeds. The Parks Division also uses a weed torch as a post emergent weed control. In City playgrounds and picnic table areas, where the use of traditional herbicides is not permitted pursuant to this policy as well as past practice, landscape maintenance crews utilize propane weed torches to burn and discourage weed growth. Extreme care must be exercised with the use of weed torches to avoid touching off unwanted conflagrations, so their use is limited by site and environmental conditions.

Criteria for Selection and Use of Pesticides

There shall be no non-exempt herbicide applications permitted within City playgrounds, picnic table areas, and on the grounds of City Hall and the Library.

It is understood that a completely weed free landscape environment is not a goal to which the City shall aspire. The Public Works Department shall maintain landscaped areas reasonably weed free, to preserve the function, and reasonable aesthetic appearance of public areas and City facilities. With this goal in mind, and considering the Parks Division staffing levels and the division's ability to provide fundamental services, the City shall select herbicides of the least toxic formulation from the list of Approved Use Products included in this policy from the County.

Herbicides shall be used only after all other non-pesticide means of weed control have been utilized or have been determined to be not feasible in a particular application due to site factors, ability of staff to provide a particular function or service, or other pertinent factors.

Exemption Process

If the IPM Coordinator accepts a recommendation from the Pest Control Advisor that a pesticide outside of the Approved Use list should be utilized, the IPM Coordinator shall submit a written request to the Public Works Director for approval. The Director shall approve such requests only if the IPM Coordinator has documented in writing:

- 1) a compelling need to use the pesticide,
- 2) a good faith effort to find alternatives to the particular pesticide,
- 3) that effective, economic alternatives to the particular pesticide do not exist for the proposed use, and
- 4) that the recommended pesticide is the least toxic pesticide available to control the target pest. Exemptions shall be granted on a case by case basis and shall apply to a specific pest problem for a specific and limited time, with the selection and application of such pesticides conforming to the spirit and intent of this policy.

Notification of Pesticide Applications (i.e. posting)

The Department of Public Works shall notify the public of pesticide applications at specific locations. The locations requiring notification shall be maintained on a list (as Attachment A to this policy) and updated as necessary. Notification locations shall be those places where there is a high level of public contact with the landscape. Notification shall be required at those sites listed in Attachment A. Notification shall be accomplished by posted signs at reasonable entry point locations. Notices shall include the product name, EPA Registration # (if applicable), and contact phone number for more information. Notices shall be posted prior to pesticide application and shall remain in place for at least 48 hours. If using a product of concern in an area frequented by people or pets access shall be restricted for 48 hours. Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) Exempt, National Organic Program (NOP) approved, or

other such non-toxic or botanical pesticides shall be exempt from these notification requirements.

Record Keeping of Pesticide Applications

The IPM Coordinator shall be responsible for maintaining records of all pesticide applications on City property performed by the City staff, or by contractors or persons authorized to apply pesticides on behalf of the City. The City shall maintain these records for a period of four (7) years, and shall make the information available to the public, upon request. Application records shall include at least the following information: site of application, date of application, target pest, name of the product and active ingredient of the pesticide(s) applied and EPA registration number, amount of product applied, and the pesticide signal word. In addition, IPM records shall include a list of all exemptions granted, as well as the written justifications developed for the consideration of those exemptions.

The IPM Coordinator shall strive to make this information available via an IPM website in a prompt and efficient manner with the understanding that its provision is not only the legal right of any member of the public, but also a critical component of a successful IPM program.

The IPM Coordinator shall track IPM Policy implementation by periodically reviewing pesticide use by city staff and outside contractors. In order to report on pesticide use when requested by the Regional Water Quality Control Board, the IPM Coordinator shall keep records of the City's own use of pesticides of concern and the pesticides of concern used by the permittees' hired contractors on City owned or maintained property. Pesticides of concern include glyphosate based products.

Exemption to This Policy

An exemption to this pesticide policy will be made in order to control the proliferation of biting or stinging insects such as yellow jackets, wasps, mosquitoes, and other similar pests. Generally, the control of these insects is administered by the Marin-Sonoma Mosquito and Vector Control District. In addition, the City will exempt any governmental entity from the provisions of this policy whose authority pre-empts that of the City.

Attachment A

Locations requiring public notification for pesticide applications:

1. Albert Park & San Rafael Community Center
2. Bernard Hoffman Field
3. Boyd Park
4. Falkirk Cultural Center
5. Freitas Park
6. Gerstle Park
7. Munson Park
8. Oleander Park
9. Peacock Gap Park
10. Pickleweed Park & Community Center
11. Ranchitos Park
12. Russom Park
13. Santa Margarita Park
14. Shoreline Park
15. Spinnaker Point I, II, III, IV
16. Sun Valley Park
17. Terra Linda Recreation Center
18. Victor Jones Park
19. Pedestrian Right-of-Ways
20. City Public Buildings
 - a. San Rafael City Hall
 - b. B Street Community Center
 - c. Albert J Boro Community Center
 - d. Terra Linda Community Center
 - e. San Rafael Fire Stations
 - f. San Rafael Parking Garages and Parking Lots
 - g. Downtown San Rafael Public Library
 - f. Falkirk Cultural Center
 - h. Corporation Yard
 - i. All Child Care Facilities
 - j. Boyd Gate House

2017 Landscape Allowed Pesticides

Applied and monitored by licensed professional applicators

Active Ingredient	Material	Signal Word	EPA Reg #	Use	Groundwater List	Prop 65	EPA Carcinogenicity	Criteria for Use & Limitations
azadirachtin	Azatrol EC	Caution	2217-836	insecticide	No	No	Not Listed	Neem based product for control of indoor and outdoor pests; acts as a repellent, antifeeding, and interference with molting. OMRI -certified.
Bacillus subtilis	Companion	Caution	71065-3	Liquid biological fungicide	No	No	No	This is a biological product that would be used to improve health and vigor of turfgrass at the golf course. It would be used on a regular basis to reduce the need for more toxic approaches to disease control
Bacillus thuringiensis	Dipel Pro DF	Caution	73049-39	biological insecticide	No	No	Not Listed	OMRI - this product will be, primarily, for use on golf course and sports turf to control sod web worms. These grubs reduce the safety and quality of the playing surface. Grubs also attract crows and skunks which in turn tear up the turf while looking for tasty morsels.
Clethodim	Envoy Plus	Caution	59639-132	Herbicide	No	Not Likely to be Carcinogenic to Humans	Not Listed	For use in areas where Goatgrass has been difficult to eradicate.
d-limonene 60%	Avenger AG	Caution	82052-4	Herbicide	No	No	Not Listed	Non-selected, post-emergent burndown herbicide used to control weeds, grasses, and broadleaves. This product replaces Green Match. OMRI certified.
ethyl oleate	Competitor	Caution	CA 2935-50173	surfactant	No	No	Not Listed	Modified vegetable oil as a surfactant - This is basically a non-chemical product, and is not regulated by the EPA.
Fluazifop-P-butyl	Fusilade II	Caution	100-1084	Herbicide-For control of grass weeds	No	Not Likely to be Carcinogenic to Humans	Not Listed	This product has been used effectively to reduce Bermuda grass in landscapes where high value plantings were being inundated. May be of use in areas where Goatgrass has been difficult to eradicate.
iron phosphate SF, EW, OW	Sluggo	Caution	67702-3	molluscicide	No	No	Not Listed	Snail and slug bait for landscape - OMRI
lecithin, alcohol ethoxylate	Liberate	Caution	CA 34704-50030-AA	surfactant	No	No	Not Listed	Soy based surfactant; Use with Aquamaster and other materials needing a surfactant - Organic
mint oil, sodium lauryl sulfate, SF, EW	Victor Wasp & Hornet Killer	Caution	N/A	insecticide	No	No	Not Listed	Emergency wasp nest destruction. - Organic - has variable success.
phosphorous acid, SF	Agri-fos	Caution	71962-1	fungicide-Sudden Oak Death	No	No	Not Listed	Sudden Oak Death (SOD) treatment. To only be used on high value trees in high risk areas that pose a threat if failure occurs. Not for use on wild land trees.
phosphorous acid	Reliant	Caution	83416-1	fungicide-Sudden Oak Death	No	No	Not Listed	Similar fungicide as Agri-fos but manufactured by a different company
polyethylene glycol, SF	Pentra-bark	Caution	83416-50001	surfactant-used only for Sudden Oak Death	No	No	Not Listed	Surfactant for Agri-fos, used in combination for SOD treatment. To only be used on high value trees in high risk areas that pose a threat if failure occurs. Not for use on wild land trees.

unsulfonated residue of mineral oil	Tri Tek	Caution	48813-1	Insecticide	No	No	Not Listed	OMRI-certified. Used to control mite and insect pests in the egg stages, including spider mites, armored scale, soft scale, mealy bugs, psyllids, whiteflies, and aphids.
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2017 Landscape Special Use Products **Applied and monitored by licensed professional applicators**

Active Ingredient	Material	Signal Word	EPA Reg #	Use	Groundwater List	Prop 65	EPA Carcinogenicity	Criteria for Use & Limitations
ammoniated soap of fatty acids	Finalsan	Warning	67702-8-87865	Herbicide	No	No	Not Listed	OMRI listed. Non-selective foliar applied for weed, grass, algae and moss. A potential alternative to glyphosate. Potential to cause ocular injury to applicators.
Caprylic acid, capric acid	Suppress	Warning	51517-9	Herbicide	No	No	Not listed	OMRI listed. Non-selective, post emergent foliar applied burndown for weeds and grasses,
Dinotefuran	Safari 20 SG	Caution	33657-16-59639	Insecticide-foliar and systemic insect control in ornamental plants	No	Not Likely to be Carcinogenic to Humans	Not Listed	For use on insect populations when natural predators, OMRI or neem oil based products have not been successful.
Imazapyr	Habitat	Caution	241-426-A	herbicide (specifically for invasive grasses and woody plants)	Probable	No	Evidence of non-carcinogenicity	Needed as part of the Bay area wide Spartina project-- imazapyr applied as spot treatment at low tide in a salt marsh or mudflat environment with twice daily tidal flushing is irrelevant to the groundwater concerns. Also for use in cut stump applications, injection, and dabbing for invasive grass and woody species (Tree of Heaven, Maytens trees, and Lepidium).
indaziflam	Specticle FLO	No signal word	432-1518	Herbicide	No	No	Not Listed	A Reduced-risk pre-emergent herbicide for the control of annual grasses, sedges, and broadleaf weeds. Less toxic alternative to Barricade.
potassium Salts of Fatty Acids, Ethyl Alcohol, SF, OW	Safer Soap	Warning	42697-59	insecticide	No	No	Not Listed	Civic Center Atrium and certain landscape plants; concentrate form OMRI
trans allethrin phenothrin, SF, EW	Wasp Freeze	Caution	499-362	insecticide	No	No	EU Endocrine Disruptor	Emergency wasp nest destruction for spray treatment of in ground or aerial wasp nest posing significant hazard to public. Four day pre-notice does not apply
triclopyr, SF	Garlon 4 Ultra	Caution	62719-527	woody broadleaf systemic herbicide	Possible	No	Group 'D' not classified as carcinogenic	Woody weeds, very limited use when glyphoste is not effective. Treat exotic invasive species via dabbing or injection - keep out of waterways.

2017 - Landscape Use - Exemption Required
(use only approved with exemption process)

Applied and monitored by licensed professional applicators

(use only approved with exemption process)

<i>Active Ingredient</i>	<i>Material</i>	<i>Signal Word</i>	<i>EPA Reg #</i>	<i>Use</i>	<i>Groundwater List</i>	<i>Prop 65</i>	<i>EPA Carcinogenicity</i>	<i>Criteria for Use & Limitations</i>
azoxystrobin	Heritage	Caution	100-1093	fungicide	No	No	Not Listed	A fungicide for the control of anthracnose, brown patch, Fusarium patch, gray snow mold, and Pythium blight at McInnis GC.
chlorantraniliprole	Acelepryn G	No signal word	100-1500	insecticide	No	No	Not Listed	Systemic control of white grubs and other turfgrass beetles in turf and ornamentals.
glyphosate SF	Roundup Custom	Caution	524-343	herbicide systemic, landscape & aquatic weeds	No	No	Not Listed	Restricted to four Critical Use areas: 1) critical habitats to protect endangered plants and native species; 2) traffic medians such as Sir Francis Drake Blvd; 3) fire fuel breaks; and 4) local agriculture such as treating barbed goatgrass to prevent encroachment into organic farms.
Glyphosate	Rodeo	Caution	62719-324	herbicide, systemic	No	No	Not Listed	A non-Monsanto glyphosate product used with the same restrictions as Roundup Custom. Must mix with surfactant such as Competitor
polyoxin D zinc salt	Affirm WDG	Caution	68173-3-1001	Fungicide	No	No	Not Listed	fungicide used in controlling or suppressing certain diseases in turf, and warm season grasses at McInnis golf courses.
propiconazole	Banner Maxx II	Caution	100-1326	broad spectrum & systemic fungicide, turf and ornamentals	No	Not listed	US-EPA Possible carcinogen	A systemic fungicide for disease management on the golf course. It is to be used as part of a comprehensive turf management program that includes aeration, proper fertilization and irrigation best practices, while transitioning to a more focused IPM program.
pyrethrin and piperonyl butoxide	Drione	Caution	432-992	insecticide	No	No	US-EPA Possible carcinogen	Emergency wasp nest destruction. For treatment of wasp nest posing significant hazard to public. Very limited use; when WaspFreeze is ineffective.
triclopyr	Turflon Ester	Caution	62719-566	Herbicide	Groundwater concerns	No	Not Listed	Herbicide-turf area weeds. Very limited use for turf renovation. Field must be closed to public use during application and renovation.

Rows highlighted in green are proposed additions. Rows highlighted in yellow are proposed deletions

SF = Active ingredient/products on San Francisco's list

OW = on Our Water Our World List

EW = Active ingredient/products on the Eco-Wise list

Exhibit B
SUBCONTRACTOR LIST

Contractor hereby certifies that each and every Subcontractor that will perform a portion of the Work in an amount in excess of one-half of 1% of the total Contract Price, is provided below along with a description of the Work, the name of the Subcontractor, its California contractor license number, the location of its place of business, its DIR registration number, and the portion of the Work that the Subcontractor is performing based on a percentage of the total Contract Price.

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	CALIFORNIA CONTRACTOR LICENSE NO.	LOCATION OF BUSINESS	DIR REG. NO.	PERCENT OF WORK

END OF SUBCONTRACTOR LIST

Exhibit C
INSURANCE REQUIREMENTS

Contractor will, at all times under this Contract, procure and maintain in full force and effect the insurance coverage required in this Exhibit C to cover the activities of Contractor and any subcontractors relating to or arising from performance of the Work. Each policy must be issued by a company licensed to do business in California, and with a strength and size rating from A.M. Best Company of A-VIII or better. Contractor must provide City with certificates of insurance and required endorsements as evidence of coverage with the executed Contract, or through the PINSAdvantage website <https://www.pinsadvantage.com/> upon request by the City, and before the City authorizes Contractor to proceed with the Work.

1. Workers' Compensation. Statutory coverage is required by the California Workers' Compensation Insurance and Safety Act. If Contractor is self-insured, it must provide its duly authorized Certificate of Permission to Self-Insure. In addition, Contractor must provide employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.

2. Liability. Commercial General Liability ("CGL") insurance issued on an occurrence basis, including coverage for liability arising from Contractor's or its subcontractor's acts or omissions in performing the Work, including Contractor's protected coverage, blanket contractual, products and completed operations, broad form property damage, vehicular coverage, and employer's non-ownership liability coverage, with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate.

3. Automotive. Commercial automotive liability coverage for owned, non-owned and hired vehicles must provide coverage of at least \$1,000,000 combined single limit per accident for bodily injury, death, or property damage.

4. Subrogation Waiver. Each required policy must include an endorsement that the insurer waives any right of subrogation it may have against the City or the City's insurers.

5. Required Endorsements. The CGL policy and the automotive liability policy must include the following specific endorsements:

(a) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract.

(b) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(c) The insurance provided is primary and no insurance held or owned by City may be called upon to contribute to a loss ("primary and non-contributory").

(d) Any umbrella or excess insurance must contain or be endorsed to contain a provision that such coverage will also apply on a primary or non-contributory basis for the benefit of City before the City's own insurance or self-insurance will be called upon to protect it as a named insured.

(e) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.