



2019 Request for Proposals (RFP)

For

Routine Landscape Maintenance: Point San Pedro Road Medians

May 3, 2019

1. Introduction

The City of San Rafael (City) hereby requests proposals for routine landscape maintenance. It is the intent of the City to hire a fully-licensed landscaping contractor that is duly registered and licensed with either a C61 or C27 license in the State of California. Services shall include **routine landscape maintenance on all medians located on Point San Pedro Road and Third Street between Union Street and Biscayne Drive**. Work will include: pruning, removing weeds, litter and leaves, removing broken branches and sucker growth from trees, replacing bark mulch, irrigation inspection and repair, herbicide application and other assignments as required.

Proposals shall be submitted by businesses that have a capable and demonstrable performance in the type of work described in this Request for Proposals document, including all Attachments (hereafter together referred to as the "RFP"). In addition, all interested businesses shall have sufficient, readily available resources, in the form of trained personnel, support services and financial resources to carry out the work without delay or shortcomings.

The Contractor will be required to perform and complete landscape maintenance by providing all labor, tools, transportation, equipment, materials, and supplies necessary to complete all work. Work must be completed in a professional, thorough and timely manner, in accordance with the standards and specifications as contained in this RFP.

The term of the initial contract will be one year. At the City's discretion, the contract can be extended twice for a period not to exceed two (2) years each time upon proper authorization by the Parties.

The City shall retain the lowest responsible and responsive bidder (See Attachment A - Bid Proposal).

Interested businesses are invited to submit proposals in accordance with the requirements of this RFP summarized in Section 7. The proposals shall be submitted to the **City of San Rafael Public Works Department, 111 Morphew Street, San Rafael, California 94901 Attn: Talia Smith** on or before **Wednesday, May 22, 2019 at 10:00 a.m.** Electronic submission of a complete proposal on or before the deadline is also permissible. Electronic submissions may be sent to talia.smith@cityofsanrafael.org.

2. General Requirements:

a. For purposes of this RFP:

The “**City Representative**” shall refer to the City’s Operations and Maintenance Supervisor, or his or her designee. The term “**Contract**” shall refer to the contract entered into between City and the selected Contractor.

b. Management Philosophy:

The Contractor shall take a proactive approach in correcting problems within the Contractor’s span of responsibility and control.

c. Public Image and Etiquette:

Contractor’s employees shall wear proper protective clothing, and their clothing shall bear their business name or be unmarked. When needed, the Contractor’s staff will utilize rain gear, rain boots, safety shoes, and other high visibility and protective equipment. All contracted employees while on the site shall exhibit a professional appearance. Contractor’s equipment and vehicles shall also be professional in appearance and be well maintained for safe operation.

d. Hours of Operation:

Scheduled operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 6:00 P.M.

e. Repairs and Corrective Actions:

Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City Representative, and shall be rectified in a manner approved by the City Representative back to its condition prior to damage, at the Contractor's expense, within 72 hours.

Any hazardous conditions noted by the Contractor that have occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City Representative. The Contractor is responsible for securing any immediate hazards with caution tape, safety cones, and/or barricades until a City Representative arrives to the location.

Work requested by citizens or hazards reported by Contractor that require scheduling will be prioritized by the City Representative. Immediate response by Contractor may be necessary.

f. Safety

Contractor agrees to perform all work outlined in the Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements for Contractor’s work including, but not limited to, full compliance with the terms of the applicable O.S.H.A., ANSI Z133 Safety Requirements and CAL E.P.A. Safety Orders at all times so as to protect all persons, including Contractor’s employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their

property.

Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on City property, including a complete written report thereof to the City Representative within twenty four (24) hours following the occurrence.

g. Traffic Control

If traffic is to be detoured over a centerline, detour plans must be submitted and approved by the City Representative prior to starting work. The City Representative shall provide a traffic control plan to which the Contractor must adhere for all planned lane closures.. All traffic control shall conform to the requirements of the California Manual on Uniform Traffic Control Devices (CA MUTCD), Revision 3 for construction and maintenance work zones. Contractor at its own expense shall ensure proper signage, as approved by the City Representative, during lane closures. Traffic Control may include: lights, flares, signs, temporary railings, flag person(s), or other devices as required by the City Representative.

It shall be the Contractor's responsibility to post "no parking" areas as required to perform work. Barricades can be provided by the City, if available, for pickup at the City Corporation Yard. Arrangements for signs and barricades can be made by verbal or written request to the City Representative five working days in advance of the need for signs and barricades.

Full compensation for conforming to the requirements of this Section including Traffic Control shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made therefor.

h. Integrated Pest Management

The Contractor's landscaping maintenance activities for the Point San Pedro Road Medians (and any other City contracted work required) shall be in full compliance with San Rafael's Integrated Pest Management Policy (Attachment F).

i. Preservation of Property

The Contractor shall exercise extreme care to avoid damage to existing street pavement areas, curb, gutter, sidewalk, trees, shrubbery, plants, pole lines, fences, markers, buildings, signs, structures, conduit pipe lines under or above ground, and/or any and all public or private improvements or facilities in or around the areas used by the Contractor in the execution of work. If directed by the City Representative, the Contractor shall install suitable safeguards to protect such property/objects from injury or damage.

If any such property/objects are injured or damaged by reason of the Contractor's operations, or otherwise moved or disturbed during the work, they shall be replaced or restored at the Contractor's expense. Replacement or restoration shall be to a condition as good as when the Contractor entered upon the work.

Full compensation for conforming to the requirements of this section shall be considered to be included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

Adjacent public and/or private property and improvements shall be protected from damage and intrusion at all times during the execution of the work embraced herein. The Contractor shall repair or replace any damaged property at its sole expense. Work shall be carried out in a manner to avoid all conflicts with use of and access to adjacent properties.

j. Differing Site Conditions

During the progress of the work, if latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the City Representative in writing of such specific differing conditions before they are disturbed and before the affected work is performed. Upon notification, the City Representative will investigate the conditions, and if the City Representative determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the work under the Contract, an adjustment will be made and the Contract modified in writing accordingly.

The City Representative will notify the Contractor in writing if an adjustment of the Contract is warranted. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has requested such in writing.

k. Weekly Progress Reports and Invoicing

Contractor shall provide Weekly Progress Reports (Attachment E) to the City Representative and the Pt. San Pedro Road Coalition Median Subcommittee (PSPRCM Subcommittee) Chair accurately describing work performed in prior week, and work scheduled to be performed in upcoming week. Reports should convey anticipated changes to routine maintenance due to unforeseen conditions or adjustments necessitated by seasonal or requested needs. These reports must be reviewed and approved by the Contractor's responsible management officer. Contractor shall be responsive to reasonable requests from both City Representative and PSPRCM members regarding: recently completed work, changes to scheduled work, suggestions for areas needing attention, etc., so long as the requested changes are within what is expected re: routine landscaping for the medians, as defined in Section 6.a.

Invoicing shall be made to the City on a monthly basis.

l. Payment and Inspection

Payment will be made for work satisfactorily completed as called for in the Contract. Within a reasonable time after notification of the completion of work, the City Representative shall inspect and notify the Contractor of any unsatisfactory work. Unsatisfactory work shall be corrected within 48 hours. Contractor or Contractor's representative shall meet with a representative from

the City as requested by the City, during the life of the Contract, in order to inspect work performed.

Full compensation for conforming to the work of these specifications shall be considered as included in the Contract unit prices, or the proposed hourly rates and material markup, and no further payment may be made therefor.

The Contract rates shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing the work as specified herein, and as directed by the City. Rates shall include all direct and indirect costs.

m. Adjustment in Scope or Quantity of Work

If City gives reasonable notice to Contractor, City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor believes any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes. Contractor may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of the Contract covering such Scope of Services. When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to the Contract.

3. Licensing and Labor

The Contractor shall have experience in landscaping maintenance for other California public agencies over the past five (5) years and shall be duly registered and licensed with either a C61 or C27 license in the State of California. All proposing contractors must comply with the Prevailing Wage terms as outlined below.

The Contractor's employees performing services under this Contract shall meet the following minimum requirements for skills, abilities and knowledge:

- Demonstrated knowledge of landscaping care, including tree care, herbicide application and related operations.
- Current licenses for operation of equipment utilized by such employee.
- Ability to operate and maintain equipment in accordance with the manufacturer's recommendations
- Mechanical ability to make required operator adjustments to the equipment being used.
- Knowledge of safety regulations as they relate to tree care and traffic control.
- At all times during contracted maintenance activities, the firm shall have work crews on site that have a foreperson who can effectively communicate with residents and receive and complete instructions given by City staff and proper authorities.

Bidders are hereby notified that pursuant to Section 1770 of the Labor Code of the State of California, the City of San Rafael has ascertained the general prevailing rate of per diem wages and rates for legal holiday and overtime work in the locality where the work is to be performed for each craft or type of workers or mechanics needed to perform the contract that will be awarded to the successful Bidder. The prevailing rates so determined by the City are on file in the office of the City Clerk, and copies are available to any interested party on request.

No contractor or subcontractor shall be qualified to bid on or be listed on a bid proposal for a public works project unless currently registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project and no contractor or subcontractor may engage in the performance of a public works contract, unless currently registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

Copies of the Contractor's certified payroll shall be submitted to the City within fourteen (14) days of the work performed. Certified payroll shall also be submitted electronically to DIR in accordance with all DIR requirements.

4. Insurance Requirements

The City requires contractors to obtain and maintain insurance throughout the contract term, as described in the attached draft Contract for Routine Landscape Maintenance: Point San Pedro Road Medians (Attachment B). The required bond and insurance documents must comply with all requirements described in Attachment B and must be provided prior to or at the time of execution of the Contract.

5. Equipment

It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient, aesthetically pleasing, and legal manner. All equipment, vehicles, and tools must be kept in a clean and safe condition as directed by OSHA at all times during the Contract. All vehicles that are used by the Contractor shall have the Contractor's company name, logo, and vehicle number on them. Minimum requirements are ownership of, or the ability to respond with, the following equipment:

Equipment	Quantity
Pick-Up Truck	1
5-Yard Dump Truck	1
Weed Eaters	4
Arrow Board	1

The Contractor shall always furnish and maintain sufficient equipment as necessary to perform the work of the Contract. Such equipment shall be subject to the inspection and approval of the City Representative. If the Contractor is unable to consistently provide the necessary equipment to perform the work, such failure may be considered a material breach of the Contract.

6. Scope of Work

a. Routine Landscape Duties and Responsibilities

This Section 6.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 6.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 in September.** Additionally, spot mulching shall occur throughout the year as needed on various medians. 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

Median #	Start	End	Specific Landscape Maintenance Duties and Responsibilities
9	Marina Blvd/ Montecito Rd	Summit Ave	
10	Summit Ave	Margarita Dr.	
11	Margarita Dr.	Balboa Ave	
12	Balboa Ave	Bellevue Ave	
13	Bellevue Ave.	Manderly Rd	
14	Manderly Rd	San Pedro Elementary	
15	San Pedro Elementary	San Pedro Cove	High litter potential
16	San Pedro Cove	Loch Lomond Dr.	High litter potential
17	Loch Lomond Dr.	Leith Ln	High litter potential
18	Leith Ln	Bayview Dr	
19	Bayview Dr	Beach Dr	
20	Beach Dr	Marine Dr	Creeping fig along wall requires lane closure 1x per year (both sides of road)
21	Marine Dr	Main Dr	
22	Main Dr	Knight Dr	
23	Knight Dr	Fire Station 55	
24	Fire Station 55	Peacock Dr	
25	Peacock Dr	Riviera Dr	
26	Riviera Dr	McNear Brickyard Rd	
27	Cantera Way	Marin Bay Park Ct.	Solar powered irrigation valves in median. Landscape must be kept clear of solar panels on irrigation box lids to prevent failure/non-operation.
28	Marin Bay Park Ct.	San Marino Ct.	Solar powered irrigation valves in median. Landscape must be kept clear of solar panels on irrigation box lids to prevent failure/non-operation.
29	San Marino Ct.	Biscayne Dr.	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 at least once per month. In order to meet this requirement, Contractor may set their own schedule to maintain the medians as required – however the Contractor must commit to a minimum of one day per week landscaping.

Note: **regular maintenance activities are expected to be doubled March – October.** For example, landscaping crews may spend one full day per week maintaining the medians November – February, however will increase to two full days per week March – October.

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 6.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 6.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 RFP. 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.

7. Proposal Requirements

The proposal shall be concise, well-organized, and demonstrate an understanding of and ability to meet the proposed Requirements as outlined in this RFP. The proposal shall consist of:

- Cover letter signed by the Contractor which includes the following information:
 - The name, address and phone number of the Contractor's contact person for the remainder of the selection process.
 - Address of Contractor's maintenance yard(s)
 - Any qualifying statements or comments regarding the proposal, Contractor's approach to the work, and any information responsive to the criteria specified in the RFP and/or the proposed Contract.
 - Summary and definitive information regarding licenses, certifications, company experience, and qualifications. Copy of required C61 or C27 license (State of California).
 - Identification of subcontractors and their responsibilities.
- Attachment A – Bid Proposal
 - All contractors submitting a bid must fill out **“Price of Items”**
- List of key personnel (name, position, experience at position, employer, and dates of employment) available to respond under the Contract.
- List of equipment (description, quantity, make, model, year, and condition) available for use under the Contract.

Proposals shall be submitted in hard copy to the address listed below, on 8.5” x 11” paper or electronically to Talia.Smith@cityofsanrafael.org. All font must be size 11pt, and the full length of the proposal may not exceed 30 pages one sided.

Proposals are to be submitted marked with the name of the Contractor, the Contractor's address and “City of San Rafael Routine Landscape Maintenance: Point San Pedro Road Medians”. Proposals received after the time and date specified will be rejected and returned unopened to the proposer. Failure to adhere to these specifications may be cause for rejection.

Proposals shall be submitted to the **City of San Rafael Public Works Department, 111 Morphew Street, San Rafael, California 94901 Attn: Talia Smith** or electronically sent to Talia.Smith@cityofsanrafael.org before **Wednesday, May 22, 2019 at 10:00 a.m.**

8. Bid Award Process

The City will award one contract for *Routine Landscape Maintenance: Point San Pedro Road Medians* to the lowest responsive and responsible bidder. To determine the lowest bid, the City will review the Grand Total for each Bidder as indicated on the Bidder's Bid Proposal (Attachment A).

In order to be determined responsive, a Bidder must respond to all requested information and supply all required information in this RFP. Any bid may be rejected if it is conditional, incomplete,

or contains irregularities. Minor or immaterial irregularities in a bid may be waived. Waiver of an irregularity shall in no way modify this RFP nor affect recommendation for award of contract. The City shall also maintain the right to reject all bids.

9. RFP Addenda

All requests for clarification for this RFP must be made in writing. The City will only respond to written questions from contractors. The City will not respond to verbal questions submitted by telephone or in person.

All questions relating to the RFP shall be presented at least 96 hours prior to the due date to the following address:

City of San Rafael Department of Public Works
Attn: Mark Wright
111 Morphew Street
San Rafael, CA 94901
or Email address: mark.wright@cityofsanrafael.org

All addenda will be posted to the City's website and emailed to known RFP holders. By submitting a proposal, the proposer affirms that they are aware of any addenda and have prepared their proposal accordingly. No allowances will be made for a proposer's failure to inform themselves of addenda content.

10. Attachments

Attachment A – Bid Proposal – Prices of Items

Attachment B – Draft Contractor Agreement

Attachment C – Tree Installation Details

Attachment D – Shrub Detail

Attachment E – Weekly Progress Report

Attachment F – San Rafael Integrated Pest Management Policy

Attachment A

Bid Proposal – Prices of Items

Unless otherwise specifically noted in the bid list below, costs for all equipment, tools, vehicles, materials, maintenance, labor and appurtenances shall be included in the unit cost per Bid item and no additional compensation will be allowed.

The contract will be awarded to the lowest responsible and responsive Bidder based upon the Grand Total Bid and meeting the minimum qualifications as specified in the provisions of the RFP.

PRICE OF ITEMS

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1.	Routine Maintenance Cost (January)	1	@	LS	_____ = _____
2.	Routine Maintenance Cost (February)	1	@	LS	_____ = _____
3.	Routine Maintenance Cost (March)	1	@	LS	_____ = _____
4.	Routine Maintenance Cost (April)	1	@	LS	_____ = _____
5.	Routine Maintenance Cost (May)	1	@	LS	_____ = _____
6.	Routine Maintenance Cost (June)	1	@	LS	_____ = _____
7.	Routine Maintenance Cost (July)	1	@	LS	_____ = _____
8.	Routine Maintenance Cost (August)	1	@	LS	_____ = _____
9.	Routine Maintenance Cost (September)	1	@	LS	_____ = _____
10.	Routine Maintenance Cost (October)	1	@	LS	_____ = _____
11.	Routine Maintenance Cost (November)	1	@	LS	_____ = _____
12.	Routine Maintenance Cost (December)	1	@	LS	_____ = _____

All Routine Maintenance Costs include weekly and monthly landscape maintenance duties and responsibilities.

Grand Total Bid \$ _____

(Grand Total Written in Words)

Attachment B

City of San Rafael California

Form of Contract

Routine Landscape Maintenance: Point San Pedro Road Medians

This Agreement is made and entered into this _____ day of _____ 2019 by and between the City of San Rafael (hereinafter called City) and Contractor TBD. (hereinafter called Contractor). Witnesseth, that the City and the Contractor, for the considerations hereinafter named, agree as follows:

1. Scope of the Work.

The Contractor hereby agrees to furnish all the materials and all the equipment and labor necessary to perform the work as the *Primary Contractor* for the project entitled "**Routine Landscape Maintenance: Point San Pedro Road Medians**," all in accordance with provisions of the Contract and the Request for Proposals dated May 3, 2019 attached hereto as Exhibit A and incorporated herein by reference.

2. Prevailing Wages.

Pursuant to the requirements of California Labor Code Section 1771, and San Rafael Municipal Code Section 11.50.180 (C), the general prevailing wage in the locality in which the work is to be performed, for each craft or type of worker needed to execute the contract, shall be followed.

3. Bond

The Contractor shall provide and maintain during the course of the project, a Payment Bond issued by a surety admitted in California, to cover the work under this Agreement, in the amount of \$TBD. The bond shall comply with the requirements of California Civil Code section 9554 and shall contain a waiver by the surety of any right to notice of changes or modifications to the Contract or of any other act or acts by the City or its authorized agents, under the terms of the Contract.

4. Time of Completion.

- (a) The work to be performed under this Contract shall be performed in compliance with the Request for Proposals for "**Routine Landscape Maintenance: Point San Pedro Road Medians**" attached as Exhibit A.
- (b) The term of this contract shall commence on the date of this contract and shall terminate exactly one year later.
- (c) This contract can be extended twice for a period not to exceed two (2) years each time upon proper authorization by the Parties.
- (d) This contract may be terminated by City upon thirty (30) days' notice if the selected contractor is unable to fulfill the duties described in the Request for Proposals for "**Routine Landscape Maintenance: Point San Pedro Road Medians**" attached as Exhibit I.

5. The Contract Sum.

The City shall pay to the Contractor for the performance of the Contract the amounts determined for the total number of each of the units for work in the following schedule completed at the unit price stated in Attachment A to Exhibit 1 "Bid Proposal". The final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.

BID ITEMS – DETAIL
(Table A.1 in Attachment A to Exhibit 1 “Bid Proposal”)

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1.	Routine Maintenance Cost (January)	1	@ LS	_____ =	_____
2.	Routine Maintenance Cost (February)	1	@ LS	_____ =	_____
3.	Routine Maintenance Cost (March)	1	@ LS	_____ =	_____
4.	Routine Maintenance Cost (April)	1	@ LS	_____ =	_____
5.	Routine Maintenance Cost (May)	1	@ LS	_____ =	_____
6.	Routine Maintenance Cost (June)	1	@ LS	_____ =	_____
7.	Routine Maintenance Cost (July)	1	@ LS	_____ =	_____
8.	Routine Maintenance Cost (August)	1	@ LS	_____ =	_____
9.	Routine Maintenance Cost (September)	1	@ LS	_____ =	_____
10.	Routine Maintenance Cost (October)	1	@ LS	_____ =	_____
11.	Routine Maintenance Cost (November)	1	@ LS	_____ =	_____
12.	Routine Maintenance Cost (December)	1	@ LS	_____ =	_____

GRAND TOTAL SUM: \$TBD

It is expressly understood that the Estimated Bid Price stated above is the Contractor's bid and was utilized as a basis of contractor selection. The total amount paid to the Contractor during the term of this Contract **shall not exceed \$TBD** based upon the amount of time expended for work at the Hourly Rates specified in the above bid table. The Hourly Rates stated in the above bid table shall not change for the work performed, except as adjusted by CPI changes in subsequent fiscal years if this contract is extended as provided in Section 4. Upon written approval by City, only the anticipated hours of work performed may be modified such that the total budget of \$TBD shall not be exceeded, except as agreed upon by the parties in subsequent fiscal years if this contract is extended as provided in Section 4.

6. Payments.

- (a) For the full performance of the services described herein by the Contractor, the City shall pay the Contractor on a lump sum basis for services rendered in accordance with the rates specified in the above bid table.
- (b) Payment will be made monthly upon receipt by the Project Manager of itemized invoices submitted by the Contractor.

Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

7. Insurance.

- (a). **Scope of Coverage.** During the term of this Agreement, Contractor shall maintain, at no expense to City, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.
2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.
3. If it employs any person, Contractor shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. Contractor's worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against City.

(b) **Other Insurance Requirements.** The insurance coverage required of the Contractor in subparagraph (a) of this section above shall also meet the following requirements:

1. The insurance policies shall be specifically endorsed to include the City, its officers, agents, employees, and volunteers, as additional insureds under the policies.
2. The additional insured coverage under Contractor's insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by City and shall not call upon City insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in Contractor's policies shall be at least as broad as ISO form CG20 OJ 04 13.
3. The insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.
4. By execution of this Agreement, Contractor hereby grants to City a waiver of any right to subrogation which any insurer of Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.
5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.
6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.
7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract or agreement) before City's own insurance or self-insurance shall be called upon to protect it as a named insured.
8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or more than the specified minimum insurance coverage requirements and/or limits shall be available to City or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

- (c) **Deductibles and SIR's.** Any deductibles or self-insured retentions in Contractor's insurance policies must be declared to and approved by the City, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City or other additional insured party. At City's option, the deductibles or self-insured retentions with respect to City shall be reduced or eliminated to City's satisfaction, or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.
- (d) **Proof of Insurance.** Contractor shall provide to the City all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. City reserves the right to obtain a full certified copy of any insurance policy and endorsements from Contractor. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by City.

8. Indemnification

- (a) Contractor shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by City, and hold harmless City, its officers, agents, employees and volunteers (collectively, the "City Indemnitees"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "CLAIMS"), arising out of Contractor's performance of its obligations or conduct of its operations under this Agreement. The Contractor's obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the City Indemnitees. However, to the extent that liability is caused by the active negligence or willful misconduct of the City indemnitees, the Contractor's indemnification obligation shall be reduced in proportion to the City Indemnitees' share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the Contractor's work or work product by the City or any of its directors, officers or employees shall not relieve or reduce the Contractor's indemnification obligations. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of or operations under this Agreement, Contractor shall provide a defense to the City Indemnitees or at City's option reimburse the City Indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.
- (b) The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period allowed by law.

9. Nondiscrimination

Contractor shall not discriminate, in any way, against any person based on age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the Performance of its duties and obligations under this Agreement.

10. Compliance with All Laws

Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. Contractor shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. Contractor shall release, defend, indemnify and hold harmless City, its officers, agents and employees from all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

11. No Third-Party Beneficiaries

City and Contractor do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

12. Notices

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To City: Public Works Director
 City of San Rafael
 P.O. Box 151560
 San Rafael, CA 94915

To Contractor: **TBD**

13. Independent Contractor

For the purposes, and for the duration, of this Agreement, Contractor, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the City. Contractor and City expressly intend and agree that the status of Contractor, its officers, agents and employees be that of an Independent Contractor and not that of an employee of City.

14. Entire Agreement; Amendments

- (a) The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.
- (b) This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the Contractor and the City.
- (c) No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.
- (d) The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the Contractor and the City. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

15. Waivers

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

16. City Business License; Other Taxes

Contractor shall obtain and maintain during the duration of this Agreement, a City business license as required by the San Rafael Municipal Code Contractor shall pay any and all state and federal taxes and any other applicable taxes. City shall not be required to pay for any work performed under this Agreement, until Contractor has provided City with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

17. Warranty:

- (a) Except as otherwise expressly provided in the Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the work, or otherwise provided as a part of the work pursuant to the Agreement, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire work by the City. Contractor shall repair or replace all work or material, together with any other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one-year warranty period without expense or charge of any nature whatsoever to City.
- (b) If Contractor shall fail to comply with the conditions of the foregoing warranty within ten (10) days after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, if any defect in workmanship or material covered by the foregoing warranty results in a condition that constitutes an immediate hazard to public health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include both temporary and permanent repairs that may be required as determined in the sole discretion and judgment of City.
- (c) In addition to the above, the Contractor shall make a written assignment of any applicable manufacturers' and other product warranties to the City, prior to completion and final acceptance of the work by City.

IN WITNESS WHEREOF, City and Contractor have caused their authorized representatives to execute this Agreement the day and year first written above.

CITY OF SAN RAFAEL

CONTRACTOR:

JIM SCHUTZ, City Manager

Name:
Title:

ATTEST:

[If Contractor is a corporation, add signature of
Second corporate officer.]

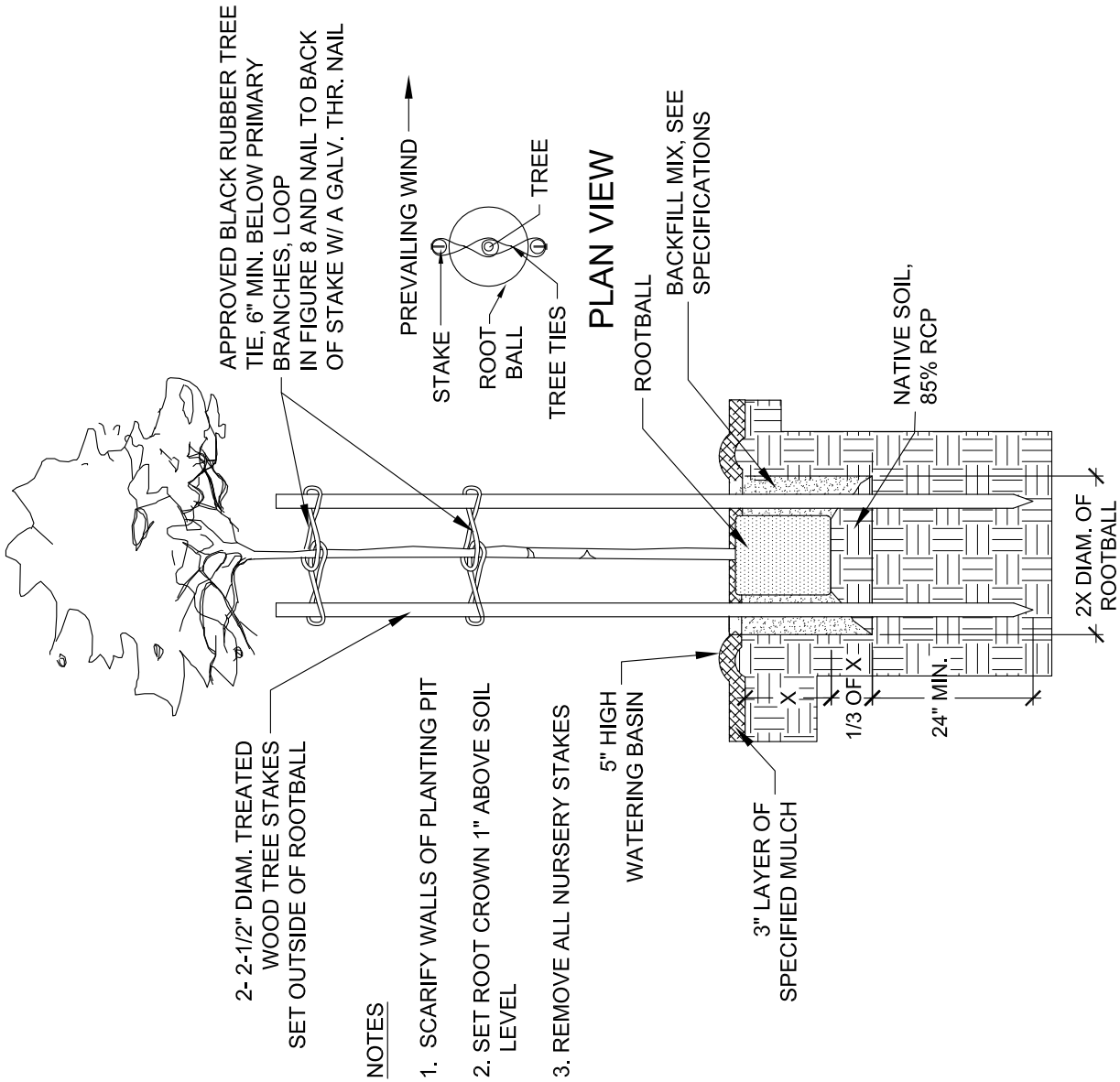
LINDSAY LARA, City Clerk

Name:
Title:

APPROVED AS TO FORM:

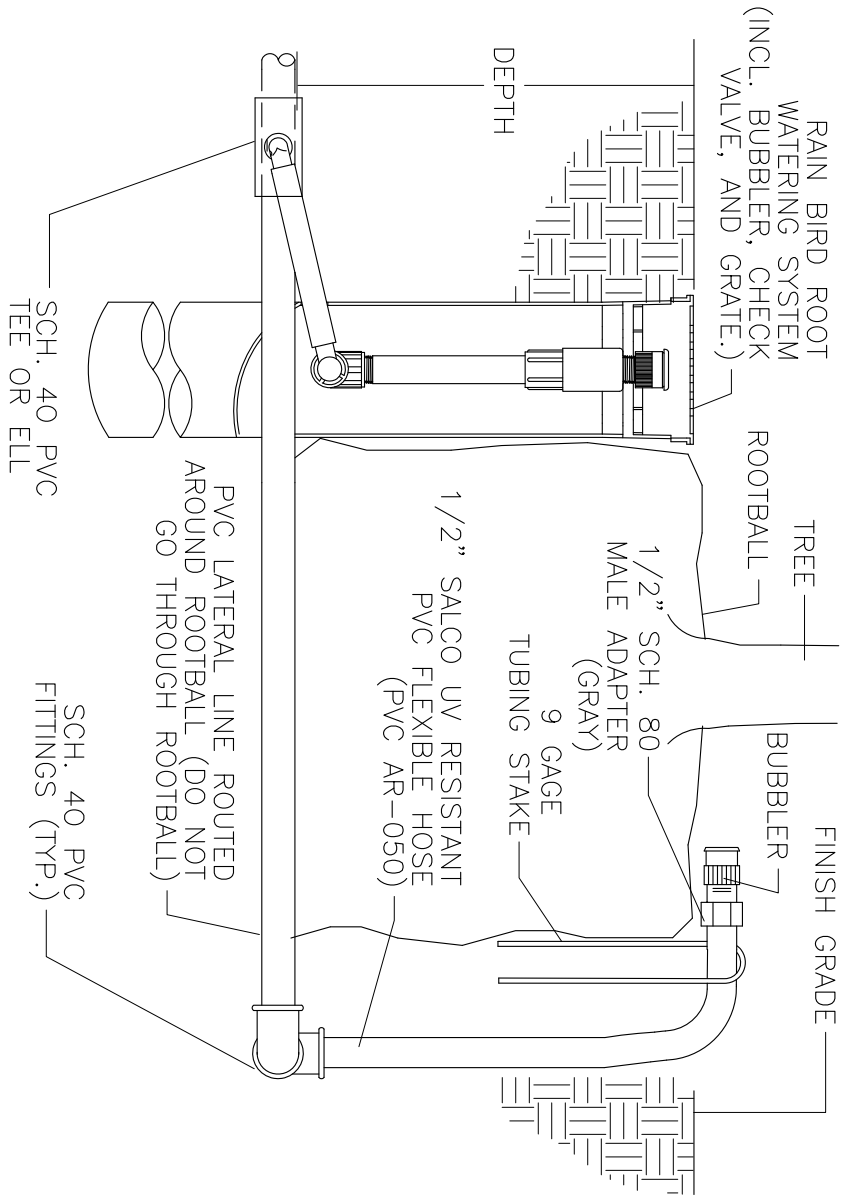
ROBERT F. EPSTEIN, City Attorney

DRAFT



APPENDIX A — DETAIL 1
TREE PLANTING
NOT TO SCALE

Attachment C

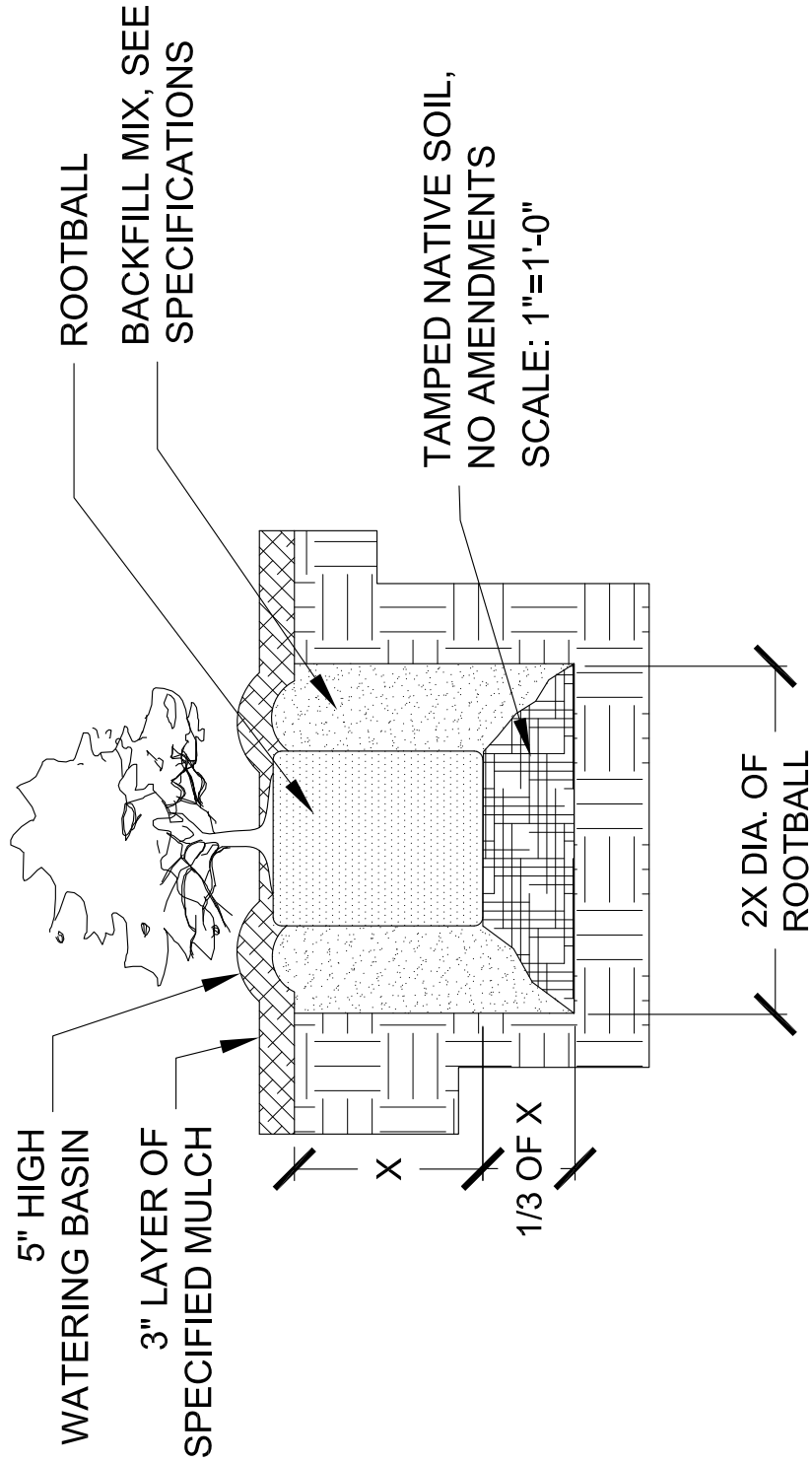


APPENDIX A - DETAIL 2
TREE BUBBLER
NOT TO SCALE



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

Feb 06, 2014 - 11:55am - USER huntley
 Z:\03 Assessment District\03.01 Construction Projects\03.01.180 Pt San Pedro Assessment District\Design\Plans\Unzipped plans - Use shrub detail.dwg

Attachment E

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

Attachment F



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