

**LANDSCAPE MAINTENANCE SERVICES AGREEMENT BETWEEN
THE CITY OF SOUTH SAN FRANCISCO AND
GOTHIC LANDSCAPING, INC**

THIS AGREEMENT FOR SERVICES (“Agreement”) is made by and between the City of South San Francisco (“City”) and Gothic Landscape Inc. (“Consultant”) (together sometimes referred to as the “Parties”) as of August 1, 2026 (the “Effective Date”).

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services and work products described in the Scope of Work attached as **Exhibit A** (“Services”), at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibit A**, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on August 31, 2028 (“Term”). Consultant shall complete the Services described in **Exhibit A** prior to the end of the Term, unless otherwise terminated or extended under Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement under Section 8. In the event that the Term covers more than one (1) fiscal year, funding for services beyond the current fiscal year will be included in future City budgets but is subject to City Council approval of future annual appropriations.
- 1.2 Standard of Performance.** Consultant shall perform all Services required pursuant to this Agreement in the manner and according to the standards and quality normally observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel consistent with Section 1.2 to perform the Services pursuant to this Agreement. In the event that City, in its sole discretion, expresses concerns to Consultant regarding the performance of Consultant personnel providing Services, Consultant shall promptly confer with City and thereafter either exercise its independent authority to implement corrective actions, including without limitation assignment of different personnel to provide Services, or terminate this Agreement pursuant to Section 8.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections 1.1 and 1.2 above and to satisfy Consultant’s obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed **One Million Five Hundred Forty-Six Thousand Two Hundred Seventy-Nine Dollars and Sixty-Four Cents (\$1,546,279.64)**, encompassing two maintenance services projects of an amount not to exceed **Seven Hundred Ninety-Four Thousand Two Hundred Sixty-Two Dollars and Thirty-Two Cents (\$794,262.32)** for the Common Greens Landscape Maintenance Services, and an amount not to exceed **Seven Hundred Fifty-Two Thousand Seventeen Dollars and Thirty-Two Cents (\$752,017.32)** for the Right-of-Way Landscape Maintenance Services, notwithstanding any contrary indications that may be contained in Consultant’s proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposal, as reflected in the Scope of Work attached as **Exhibit A**, or Consultant’s compensation schedule attached as **Exhibit B**, regarding the amount of compensation, the Agreement shall prevail. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Compensation specified above shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. City has no responsibility for any costs or

contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible.

2.1 Invoices. Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless otherwise waived by the Contract Administrator in writing:

- Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice);
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds eight hundred (800) hours, which shall include an estimate of the time necessary to complete the Services;
- The amount and purpose of actual expenditures for which reimbursement is sought;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for reimbursable costs as authorized under Exhibit B and actually incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. City shall have no obligation to pay invoices submitted ninety (90) days past the performance of work or incurrence of cost.

2.3 Final Payment. City shall pay the last ten percent (10%) of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto and incorporated herein as Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses, if any, are specified in Exhibit B, and shall not exceed the amount set forth in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under

this Agreement under Section 2 that shall not be exceeded.

- 2.7 Payment of Taxes, Tax Withholding.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. To be exempt from tax withholding, Consultant must provide City with a valid California Franchise Tax Board form 590 ("Form 590"), as may be amended. Unless Consultant provides City with a valid Form 590 or other valid, written evidence of an exemption or waiver from withholding, City may withhold California taxes from payments to Consultant as required by law. Consultant shall obtain and maintain on file for three (3) years after the termination of this Agreement, Form 590s (or other written evidence of exemptions or waivers) from all subcontractors. Consultant accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Consultant's withholding duty to City upon request.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed in accordance with this Agreement as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. PROVISION OF SERVICES.

- 3.1 Facilities and Equipment.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City agrees to make available desk and conference space, as may be reasonably necessary for Consultant's occasional use while consulting with City employees and reviewing records and other necessary information in possession of the City to provide services. The location, type, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities. The City is not obligated to provide any other facilities and equipment.

If necessary, the City may at its sole discretion provide Consultant access to City computer hardware or network files, or both, but only at the access level strictly necessary to provide services under this Agreement as approved by the City. In the event that Consultant is provided such access, Consultant shall comply with the Electronic Use Addendum attached hereto and incorporated herein as **Exhibit F**.

- 3.2 Onsite Services and Location of Work.** Consultant shall perform the Services in a manner that does not interfere with operations of the City or any other City contractors and shall protect all persons and property at its work site from damage or injury. Consultant's work site includes all buildings, offices, and other locations where Consultant performs Services, including any access roads. Upon completion of the Services, Consultant shall leave all work sites clean and free in their original condition. Consultant shall be solely responsible for the safe transportation and storage of all equipment and materials (whether owned or rented) in performing the Services and shall arrange for transportation and storage at its sole risk and cost. City may assume that anything left at the work site unreasonably long after said work is completed has been abandoned.

Consultant further acknowledges and agrees that it shall assume the risk and is solely responsible for its owned, non-owned and hired vehicles as well as any equipment, tools, or other property utilized by Consultant in performing the Services. If City transportation, equipment, or property is made available to Consultant, such provisions are courtesy accommodations only and Consultant shall assume any and all risks and responsibilities in electing to use such provisions.

Section 4. INSURANCE REQUIREMENTS. Before beginning Services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance required by this Section. Consultant shall maintain the insurance policies required hereunder during the Term. Consultant shall not commence with the Services or allow any subcontractor to do so until Consultant and the subcontractor have obtained all required insurance, unless otherwise waived by the City.

4.1 Required Insurance. Consultant shall procure and maintain the insurance(s) **checked below** and satisfying the requirements in **Exhibit E**.

☒ Worker's Compensation Insurance

☒ Commercial General Liability Insurance

☒ Automobile Liability Insurance

☐ Professional Liability Insurance

☐ Cyber Liability Insurance/Technology Errors and Omissions Insurance

4.2 All Policies Requirements.

4.2.1 Submittal Requirements. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of the following:

- a. Certificates of Liability Insurance in the amounts specified in the section, each of which shall be deemed as attached under **Exhibit E**.
- b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies;
- c. Waiver of Subrogation Endorsement required by **Exhibit E**; and
- d. Primary & Non-Contributory Insurance Endorsement required by **Exhibit E**.
- e. All copies of endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to start of the Services, it shall not waive Consultant's obligation to provide them. The City reserves the right to require Consultant to provide copies of all required insurance policies at any time.

4.2.2 Subcontractors and Subconsultants. Consultant shall ensure all of its subcontractors maintain and provide certificates of insurance and endorsements in accordance with the insurance requirements under this Agreement.

4.2.3 Wasting Policy. No insurance policy required by Section 4 shall include a "wasting" policy limit except professional liability insurance. The policies afforded Additional Insureds shall provide defense of covered claims without eroding the policy limits.

4.2.4 Excess Insurance. If Consultant maintains higher limits than the minimum amounts

required by this Agreement, City shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

4.2.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation against the City which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

4.3 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any additional remedies available to it at law or equity.

4.4 Notice of Claim. Consultant shall immediately notify City of any claim or loss against Consultant arising out of the Services under this Agreement. City assumes no obligation or liability by such notice but has the right to monitor the handling of any such claim.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Requirement. To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel approved by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers (collectively, "City Indemnitees") from and against any and all causes of action, losses, liability, claims, suits, actions, damages, expenses and costs ((including without limitation, attorney's fees, and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation.

The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the sole gross negligence or willful misconduct of the City or its officers, officials, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. With respect to third party claims against Consultant, Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City in writing. If Consultant fails to accept or reject a tender of defense and indemnity within 30

days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first. This requirement for acceptance or rejection of a tender of defense shall apply regardless of the application of any theories of comparative fault.

5.2 CalPERS Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of City or to be entitled to additional service credit for the period in which Services were provided, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

5.3 Design Professionals. Notwithstanding Sections 5.1 and 5.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8. The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8. Except as otherwise authorized by Civ. Code § 2782.8, the cost to defend charged to any "design professional" shall not exceed the design professional's proportionate percentage fault. Consultant shall furnish to the City, upon request in writing, any necessary information for determining whether Consultant qualifies as a "design professional" for the purposes for Civ. Code § 2782.8.

5.4 Construction Contracts. Notwithstanding Sections 5.1 and 5.2, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. It is the intent of the Parties that at all times during the term of this Agreement, Consultant shall be an independent contractor and neither Consultant nor any of its employees, subcontractor, or agents shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS) as an employee of City, additional service credit in CalPERS for the period in which Services are provided, or entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent or

to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in the County of San Mateo, California.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the Services hereunder. Consultant's failure to comply with any law(s) or regulation(s) applicable to the Services shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits; Business License.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, of every nature that are required to practice their respective professions (together "Qualifications"). Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement all such Qualifications. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid City Business Licenses.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex or sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement for cause upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the date of notice of termination; City, however, may condition payment of such compensation upon Consultant delivering to City all materials described in Section 9.1.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the Term identified in Subsection 1.1 by written amendment. Consultant understands and agrees that, if City grants

such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement or to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** This Agreement may be amended only in writing signed by both parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein, or to subcontract any portion of the Services to a subcontractor not included in Exhibit A, without the prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** No remedy mentioned in this Agreement is intended to be exclusive of any other right or remedy permitted by law. Neither the failure or any delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder (collectively "Work Products") shall be the property of City. Consultant hereby agrees to deliver the Work Products to City upon termination of the Agreement, and City may use, reuse or otherwise dispose of them without Consultant's permission. It is understood and agreed that the Work Products are prepared specifically for the City and are not necessarily suitable for any future or other use. Until final approval by City, all Work Products are confidential and will not be released to third parties without prior written consent of both parties unless required by law.

However, notwithstanding the foregoing, Consultant shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by Consultant prior to or independently of any of its services under this Agreement ("Background IP"), including such Background IP that Consultant may employ in the performance of this Agreement, or may incorporate into any part of the Work

Products. Consultant grants City an irrevocable, non-exclusive, transferable, royalty-free license in perpetuity to use, disclose, and derive from such Background IP, but only as an inseparable part of the Work Products. Third-party content that may be used or incorporated in the Work Products shall not become the property of City. Consultant shall secure all licenses necessary to any third-party content incorporated into Consultant's Work Product for City to utilize Consultant's services and the Work Product for their intended purposes.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.
- 9.4 Records Submitted in Response to City Solicitation.** This Agreement and all responses to a Request for Proposals (RFP) or invitation to bid issued by the City for this Agreement are the exclusive property of the City. In selecting Consultant's proposal and awarding this Agreement, Consultant's proposal(s) become a matter of public record and will be treated as such, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Confidential," "Business Secret" or "Trade Secret." The City will not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a "Trade Secret" or "Business Secret." Further, Consultant acknowledges and agrees that the City is not in a position to establish that any of Consultant's information constitutes a trade or business secret under the California Public Records Act or other freedom of information laws. Thus, if a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, Consultant shall indemnify, defend and hold harmless the City Indemnitees (defined under Section 5) from any judgment, fines, penalties, and award of attorney's fees awarded against the City in favor of the party requesting the information, and any and all costs connected with that defense. Consultant agrees that this indemnification survives the City's award of contract and for as long as the trade secret information is in City's possession, which includes a minimum retention period for such documents.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of

California in the County of San Mateo or in the United States District Court for the Northern District of California.

- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.* Consultant shall not employ any City official in the work performed pursuant to this Agreement nor shall any City officer or employee have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

Consultant’s duties and services under this Agreement shall not include preparing or assisting the City with any preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall, at all times, retain responsibility for public contracting, including with respect to any work that is the subsequent phase of or derived from the Scope of Work hereunder. Consultant’s participation in the planning, discussions, or drawing of project plans or specifications as a part of the Scope of Services, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any work that is the subsequent phase of or derived from the Scope of Work hereunder have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant under this Agreement, as applicable.

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by Joshua Richardson, Parks Maintenance Program Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when: (i) upon receipt, if personally delivered; (ii) upon receipt, if delivered by overnight, next-day, or certified/registered mail with return receipt requested; or (iii) upon receipt if sent electronically before 5:00 p.m. on a business day (or if not, the next business day after delivery). Notice shall be sent to the following physical or email addresses:

Consultant: Gothic Landscaping, Inc.
160 Demeter Ave.
East Palo Alto, CA 94303

City: City of South San Francisco
400 Grand Ave
South San Francisco, CA 94080

10.11 Integration. This Agreement, including all Exhibits attached hereto, and incorporated herein, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.

10.12 Counterparts. This Agreement may be executed in counterparts and electronically. Each counterpart shall be deemed an original, and together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

10.13 Construction. The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.

10.14 Force Majeure. Consultant is not liable for any delay in performance or non-performance caused by acts of God, war, civil disturbance, government action, labor dispute, pandemic, government imposed travel restrictions or quarantine, trade embargoes, border closures, or another event that is beyond Consultant 's reasonable control or reasonable ability to foresee, and that cannot be mitigated with due diligence. The time of performance shall be extended for the duration of the above force majeure event necessary to proceed with or complete services. This provision does not otherwise relieve Consultant of applicable obligations not impacted by said force majeure event.

The Parties have executed this Agreement as of the Effective Date.

CITY OF SOUTH SAN FRANCISCO:

GOTHIC LANDSCAPING, INC.:

City Manager or designee

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney



GOTHIC LANDSCAPE

REQUEST FOR PROPOSAL:

Landscape Maintenance Services

Common Greens

The City of South San Francisco

Thursday, May 28, 2026

05/28/2026

Joshua Richardson, Parks Manager
South San Francisco Corporation Yard
550 North Canal Street
South San Francisco, CA 94080

RE: RFP for Landscape Maintenance Services – Common Greens

Dear Mr. Richardson and City of South San Francisco:

Thank you for the opportunity to submit our proposal for Landscape Maintenance Services – Common Greens for the City of South San Francisco. Gothic Landscape Maintenance Division is pleased to provide specialized landscape maintenance services for the City's Common Greens areas, including medians, islands, right-of-way, and HOA landscape areas identified within the RFP.

Gothic Landscape Maintenance Division provides comprehensive landscape maintenance services supported by experienced horticultural supervision, water management expertise, sustainable maintenance practices, and responsive client service.

In accordance with the RFP requirements, we acknowledge the following:

- Gothic Landscape Maintenance Division agrees to enter into the City of South San Francisco Landscaping Services Agreement included as Attachment C and will adhere to all scope of work requirements identified in the RFP documents.
- We have reviewed and understand all RFP documents, including Attachments A through D and all issued addenda.
- This proposal shall remain valid for ninety (90) calendar days from the date of proposal submission.
- Gothic Landscape Maintenance Division is properly licensed to perform the work described in this RFP.

Gothic Landscape Maintenance Division

160 Demeter Ave
East Palo Alto, CA 94303

Primary Contact:

Ryan Ferrara
Strategic Growth Manager
408.332.3545
ryan.ferrara@gothiclandscape.com

We appreciate your consideration and welcome the opportunity to partner with the City of South San Francisco on this project. If you have any questions or require additional information, please contact us at any time.

Sincerely,

Ryan Ferrara
Strategic Growth Manager
Gothic Landscape Maintenance Division

COMPANY OVERVIEW

Founded in 1984, Gothic Landscape has remained a proud, family-owned and operated company from day one. The name “Gothic” originates from Gothic Avenue in Los Angeles’ San Fernando Valley, where the Georgio family launched the business. Over the past 40+ years, Gothic has grown into the largest privately held landscape company in the nation, serving clients across California, Arizona, and Nevada with full-service capabilities. Today, our extended family includes more than 2,500 dedicated landscape professionals, united by a shared commitment to quality, safety, innovation, and environmental responsibility.

Name: Gothic Landscape
Address: 160 Demeter Ave. East Palo Alto, CA 94303
Website: www.gothiclandscape.com CA Contractors License-C27-873902 Federal Tax ID- 56-239932

2500+

Employees

95%

Client Retention

18 yrs

Avg. Mgmt. Tenure

9.63/10

Client Satisfaction

A Team of Experts Committed to You



Horticultural Services



Water Management



Sustainable Programs



Arbor Care



Environmental Restoration



Construction & Install



Design & Life cycle Management

ATTACHMENT D

RECENT LANDSCAPE MAINTENANCE SERVICE CONTRACT WITHIN THE LAST THREE (3) YEARS

Company Name and Address	Contact Person and Phone Number	Type of Work and Square Footage	Contract Amount
Hudson Pacific	Michelle Mariona Senior Director, Operations MMariona@hudsonppi.com	Commercial Class A 5.2 million sq ft	\$834k+
Gateway of Pacific BioMed	Monique Adley Director, Operations Monique.Adley@biomedrealty.com	Commercial Class A 2.2 million sq ft	\$300K+
CSUMB Campus	Tammy Marquez Facilities Management tamarquez@csumb.edu	Campus Institutional/Various Locations 61.1 million sq ft	\$430k+

Labor Force Allocation and Service Delivery Plan

Gothic Landscape has developed its staffing plan specifically to meet and exceed the service requirements outlined in the City of South San Francisco's Landscape Maintenance Services – Common Greens RFP. Our proposed allocation of seven (7) dedicated personnel totaling 240 labor hours per week was determined through an analysis of the service areas, litter pickup frequencies, irrigation requirements, seasonal maintenance demands, and quality control expectations identified in Attachments A and B.

The proposed staffing includes one First Line Supervisor, four Landscape and Groundskeeping Workers, one Irrigation Technician, and one Pesticide Applicator. This staffing structure provides the resources necessary to maintain all Common Greens service areas in accordance with the required maintenance frequencies while ensuring a high standard of landscape appearance, safety, and functionality.

Our dedicated maintenance crews will perform routine mowing, edging, pruning, litter removal, weed management, irrigation inspections, and general landscape maintenance activities according to the City's prescribed service levels. In addition, the Irrigation Technician will provide ongoing system inspections, troubleshooting, controller adjustments, and water management services to promote efficient water use and landscape health throughout the contract term.

Service Requirement	Frequency	Gothic Method
Mowing	Per Attachment B	Weekly inspection and scheduled mowing
Edging	Per Attachment B	Mechanical edging each cycle
Weed Control	Per Attachment B	IPM-based treatment
Irrigation Inspection	Ongoing	Certified Irrigation Technician
Litter Removal	52x/year	Route schedule attached
Shrub Pruning	Seasonal	Horticulturist-directed

To further support service delivery, Gothic Landscape provides access to specialized support teams including Water Management, Arbor Care, Construction, Quality Control, Safety, and Seasonal Strike Teams. These resources are available to supplement routine operations during periods of increased workload, seasonal maintenance activities, emergency response situations, special projects, and landscape enhancement initiatives without negatively impacting the daily maintenance program.

Our management team conducts regular site inspections and quality assurance reviews to verify that all work is completed in accordance with contract requirements and Gothic Landscape's performance standards. Through proactive supervision, detailed scheduling, and the support of our specialized service divisions, Gothic Landscape is confident that the proposed labor allocation provides sufficient staffing and operational flexibility to consistently meet the City's maintenance expectations while delivering a safe, attractive, and sustainable landscape environment.

CONTRACT LABOR SUMMARY

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

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

Proposer's Proposed Manpower

	Number of Personnel	Hours Per Week
1. First Line Supervisor of Landscaping Workers	1	40
2. Landscape and Groundskeeping Workers	4	160
3. Irrigation Technician	1	16
4. Pesticide Applicator	1	16
Total full-time positions proposed:	7	232

IDENTIFICATION OF SUBCONTRACTORS

Not less than fifty percent (50%) of the contract work shall be done by the prime contractor.

Further, the Contractor shall not, without the consent of the City of South San Francisco, either:

- (a) Substitute any person or subcontractors in place of the subcontractors designated on his original proposal.
- (b) Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the proposal.

Should the Consultant violate any of the provisions of this Identification of Subcontractors form, it shall be deemed a violation of this Agreement, and the City of South San Francisco may cancel the Agreement.

Portion of Work	Subcontractor Name & License Number	Location and Place of Business	% of Work
Pest Control (Supplemental)	Smith's Pest Management License # 8261	San Jose, CA	2%

ORGANIZATION & APPROACH

The Gothic Landscape team for the City of So. SF will be supported by Marlene Barneveld, Regional Manager and led by JJ Hubert, Market Manager. Marlene is a seasoned landscape professional with a degree in horticulture from the Massey University, New Zealand. She has 30+ years of experience in landscape management services with a strong emphasis on organic and sustainable environments. Marlene is a certified Bay-Friendly Landscape Maintenance Professional, Certified Bay-Friendly Landscape Designer, Certificated Sustainable Landscaping professional. She will be responsible for directing our on-site maintenance crews and support staff to adhere to the City's landscape maintenance needs and standards.

Marlene will provide project direction and support the landscape operations through her maintenance team & support service teams who consist of the following key service personnel:

Landscape Maintenance Team

- Branch Manager (Weekly)
- Production Team (Weekly)
- Account Manager/On-site Supervisor (Daily)
- Irrigation / Water Manager (Seasonal/On Demand)
- Safety Officer (2x month)

Support Staff

- Tree Care Crews-
- Arborist
- Construction Crews
- Water Management
- Quality Control
- Technical Advisor
- Design Specialist

Landscape Management AND NOT JUST “MAINTENANCE”

Our strategy is to provide an integrated and collaborative approach. Our Account Manager will communicate constantly with the production crews and infrastructure support teams to ensure both efficiency and quality control. It is always our goal to be proactive as opposed to reactive in bringing issues to your attention before you have to bring them to ours. Our overall Landscape Management program also includes the following:

- Daily updating of “problem” report
- Weekly property reports
- Monthly comprehensive written report for inclusion in Board of Director packets
- Attendance at required Board of Director meetings (when necessary)
- Attendance on all site walks with management, at your direction

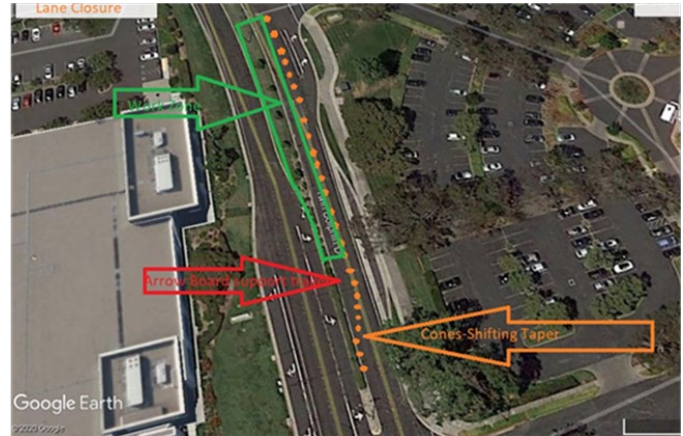
Safety Program

At Gothic Landscape, safety is not simply a program, it is a core value embedded in our culture and daily operations. Our commitment is to ensure every employee returns home safely each day while maintaining safe, attractive, and accessible public spaces for residents, visitors, and City staff.

Gothic Landscape maintains a comprehensive Injury and Illness Prevention Program (IIPP) and operates in full compliance with Cal/OSHA requirements and industry best practices. Safety performance is reinforced through active leadership involvement, continuous employee training, routine inspections, and proactive hazard mitigation.

Our safety program includes:

- Weekly crew safety meetings conducted in the field.
- Weekly companywide safety calls held every Monday to review safety performance, industry trends, and risk management initiatives.
- Tailgate safety training covering topics such as heat illness prevention, trip hazards, driver and cyclist awareness, water safety, bee and insect hazards, equipment operation, and seasonal risks.
- New employee safety orientation and job-specific training.
- Site-specific hazard assessments and safety checklists.
- Routine scorecard-based crew safety inspections.
- Ongoing review and improvement of safety procedures and field practices.



Public and Community Safety

The City of South San Francisco's landscape assets are located within active public environments that require constant attention to public safety. Gothic Landscape takes a proactive approach to identifying, correcting, and reporting potential hazards before they become liabilities.

Our field personnel routinely inspect for:

- Sidewalk and pathway trip hazards.
- Vegetation encroachment into pedestrian walkways.
- Sightline obstructions at intersections, roadways, and traffic control devices.
- Irrigation-related hazards and water accumulation.
- Unsafe site conditions caused by weather, vandalism, or unforeseen events.

Through ongoing training, routine inspections, employee engagement, and management oversight, we foster a culture where safety awareness becomes second nature. This commitment protects our employees, safeguards the public, preserves City assets, and supports the delivery of exceptional landscape maintenance services.

Sustainable Landscape Management

Gothic Landscape's sustainability approach aligns with the City of South San Francisco's commitment to environmental responsibility. We manage landscapes as living systems—balancing plant health, water use, and long-term resilience while supporting the overall function and quality of the property.

Operational Alignment

Our programs support core priorities:

- **Operational efficiency** — reduced inputs with consistent quality
- **Asset performance** — protecting plant material and infrastructure
- **Environmental responsibility** — lower emissions, reduced water use, improved ecological health

Sustainable Practices in Execution

Daily operations are driven by practical, site-based decisions:

- **Water-conscious management** through climate-responsive irrigation
- **Soil-first horticulture** to support plant health and longevity
- **Climate-appropriate plant management** to reduce stress and replacement
- **Bioswale stewardship** to maintain function and compliance
- **Low-impact operations** minimizing noise, emissions, and disruption

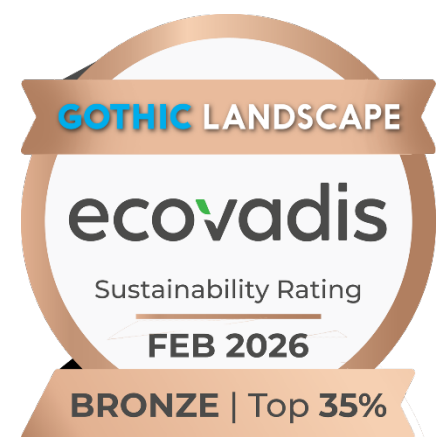
Accountability Through Performance

Gothic Landscape's sustainability practices are independently assessed through **EcoVadis**, a global standard that evaluates companies across environmental impact, labor and human rights, ethics, and responsible procurement.

Gothic was awarded a **Bronze Medal** based on how we operate as a business—measuring real performance, not stated intent.

To our knowledge, Gothic is **the only landscape maintenance firm in North America to achieve this level of independent sustainability recognition.**

This distinction reflects a level of accountability and operational alignment that goes beyond the landscape—directly supporting SSF's expectations for measurable, ESG-driven performance.



Industry Certifications

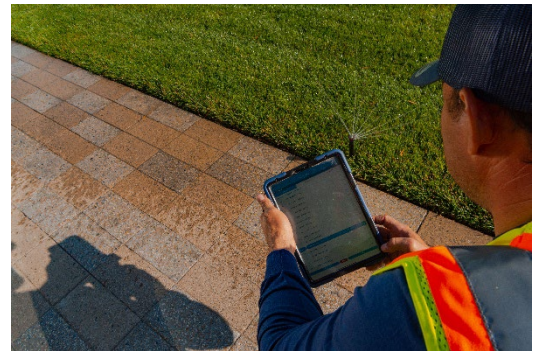
- ReScape Landscape Maintenance Professional
- ReScape Landscape Designer
- ReScape Qualified Professional (RQP) - Landscape Maintenance
- ReScape - Compost and Mulch Best Practices
- Certified Landscape Manager – Exterior
- ISA Certified Arborist
- ISA Tree Risk Assessment Qualified
- Accredited Green Roof Professional (GRP), Green Roofs for Healthy Cities
- ReScape Qualified Professional – Landscape Maintenance
- Qualified Water Efficient Landscaper (QWEL) Certification
- California Native Plant Certified Landscaper
- ReScape Green Stormwater Infrastructure Bioretention Maintenance
- Sustainable Horticulture Certification
- Sustainable Landscape Design
- LEED Certified
- Qualified Applicators License (QAL)
- Qualified Applicators Certification (QAC)



Water Management Certifications

- Certified Irrigation Contractor (CIC)
- Certified Irrigation Technician (CIT)
- Certified Irrigation Designer (CID)
- Certified Landscape Irrigation Auditor (CLIA)
- EPA WaterSense Partner
- Qualified Water Efficient Landscaper (QWEL) Certification
- Certified Backflow Assembly General Tester
- Certified Cross-Connection Control Specialist
- Certified Water Conservation Manager – Landscape

Certified Agriculture Irrigation Speciali

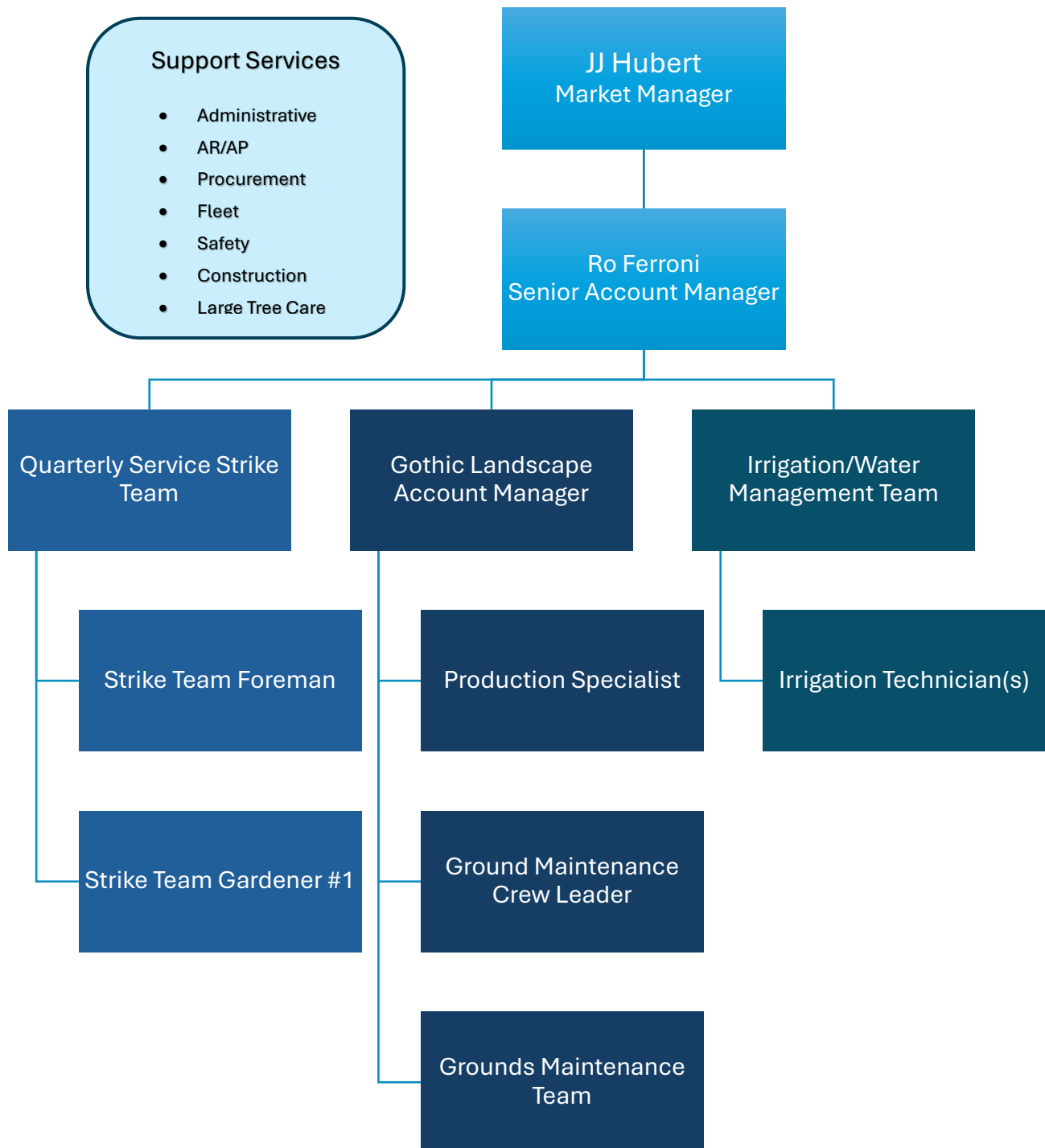


Common Greens

[illegible]

Approach/Mindset

Approach	Outcomes
• Transparency/ collaboration • Flexibility/ Adaptability Specialty Teams/ Cross Divisions	• Landscape Performance/ Sustainability • Landscape Resiliency & longevity • Asset Preservation & Risk Mitigation • Achieve a balanced program-E.A.E- Economic, Aesthetic & Ecological



Key Staff

Name & Title	Summary	Qualifications
Nada Duna Chief Operating Officer	Nada brings over 35 years of industry experience with a strong foundation in horticulture, pest control, and environmental sustainability. She leads with deep technical knowledge and a strategic focus on operational excellence.	• Master of Science, Pathology & Entomology • Bachelor of Science, Horticulture, American University of Beirut • Certificate in Ornamental Horticulture, Cal Poly SLO • Pest Control Advisor since 1989 • Member of USGBC & Joint Venture Silicon Valley Water Conservation • 35+ years of industry experience
Marlene Barneveld Regional Manager, NorCal	Marlene is a seasoned landscape professional with more than 30 years in the industry, specializing in sustainable landscaping and horticultural management across Northern California.	• Bachelor of Science, Horticulture, Massey University, New Zealand • ReScale Landscape Maintenance Professional • ReScale Landscape Designer • Certificate in Sustainable Landscaping, Sonoma State University • Qualified Applicator License, CA Dept. of Pesticide Regulation • 30+ years of industry experience
JJ Hubert Market Manager	JJ combines strong academic grounding in plant sciences with practical expertise in water management and landscape operations for large-scale commercial portfolios.	• Bachelor of Science, Agriculture & Environmental Plant Sciences, Cal Poly San Luis Obispo • Certified Reclaimed Water Site Supervisor • Member of IA & NALP • PLANET-Certified Landscape Manager – Exterior • Qualified Applicator License, CA Dept. of Pesticide Regulation • 15+ years of industry experience
Ro Ferroni Senior Account Manager	Ro is an experienced account manager with a background in horticulture and sustainable landscape practices, specializing in environmentally responsible maintenance and stormwater management. Ro is dedicated to delivering high-quality, eco-conscious solutions that enhance landscape performance and client satisfaction.	• AA in Ornamental Horticulture-De Anza College • Certified Bay-Friendly Landscape Maintenance Professional • Certified Urban Hydrology and Green Stormwater Infrastructure • 10+ years of industry experience
Antonio Sanchez Production specialist	Antonio is an accomplished landscape professional with three decades of experience managing and delivering high-quality landscape projects. His expertise spans master-planned communities, production operations, and sustainable landscape practices, with a strong focus on efficiency, quality, and client satisfaction.	• 30 years landscape experience • Master plan communities • Qwel landscape certification
Victor Cruz Water Manager, NorCal	Victor brings a strong blend of technical education and field experience, focusing on irrigation efficiency, water management, and construction technology.	• Bachelor of Science, Information Technology, University of Phoenix • Associate of Science, Construction Management & Technology, San Jose City College • Certified Irrigation Technician • Certified Irrigation Auditor • Certified Irrigation Contractor • Irrigation Association Member • WaterSense Partner, EPA • 25+ years of industry experience
Tony Fagnoli Regional Construction Manager	Tony is an accomplished construction manager and arborist with three decades of leadership in landscape construction, design, and sustainability practices.	• Bachelor of Science, Ornamental Horticulture, The Ohio State University • ReScale Certified Landscape Designer • WaterSense Certified – Qualified Water Efficient Landscaper • ISA Certified Arborist • 30+ years of industry experience
Ronny Avevalo Safety Directo	Ronny is a seasoned safety leader with more than 25 years of experience in occupational safety, risk management, and workers' compensation administration. His leadership focuses on regional safety oversight, claims management, regulatory compliance, and employee well-being.	• U.S. Navy Veteran • 25+ years of safety industry experience • Safety professional since 1998 • Joined Gothic Landscape in 2006 • Completed numerous OSHA certification programs • California Workers Compensation Claims Administrator Program • Currently pursuing California Workers Compensation Claims Professional designation • Oversees regional safety teams and company-wide safety initiatives

Contract Agreement

If Gothic Landscape is selected and award the landscape contract, we will execute agreement (attachment E) with no changes or addendums. We agree to comply with all terms, scopes and insurance and bonding requirements necessary to execute this agreement between Gothic Ground Management Inc. and the City of South San Francisco.

ATTACHMENT B STANDARD OF SERVICES
CONTENTS
Common Greens Landscape Maintenance

Landscape Maintenance Services for Streets, Parkways, Landscape Maintenance Services for Streets, and Parkways, with the City of South San Francisco under terms and conditions of the RFP for Landscape Maintenance Services, dated May 15, 2026. In the event of a conflict in, or inconsistency between, the terms of this Attachment and the Service Areas and Litter Pickup Frequencies (Attachment A), the Standard of Services shall prevail.

Table of Contents

1. Location
2. Scope of Work
3. Proposal Questions
4. Safety Program
5. Traffic Control
6. Quality of Work
7. Scope of Responsibility
 - a. Plants
 - b. Emergency Number
 - c. Clean-up
 - d. Vehicles
 - e. Cost Disclosure for Extra Work
8. Irrigation Systems
 - a. General
 - b. Water Requirements
 - c. Environmental and Land Use Stewardship Responsibilities
9. Nutrient Care Standards
10. Turf Care Standards
 - a. Mowing
 - b. Edging
 - c. Blowing, Vacuuming or Sweeping
 - d. Raking
 - e. Tree Wells
 - f. Pest Control in Turf Areas
11. Shrubs and Ground Cover Standards
 - a. Shrubs
 - b. Ground Covers
12. Right-of-Way and Landscape Weed Abatement
 - a. Weed Abatement
 - b. Herbicide Application
13. Integrated Pest Management Program
14. Prosecution and Progress
15. Damage or Loss of Contractor's Supplies or Employer's Property

16. Property Damage
17. Definition of Terms
 - a. City
 - b. Director
 - c. Inspector
 - d. Parks Manager
 - e. Bidder
 - f. Contract
 - g. Contractor
18. Control of Work
 - a. Authority of the Director
 - b. Coordination of Plans, Specifications & Standard of Services
 - c. Superintendence
19. Legal Relations and Responsibility
 - a. Laws to be Observed
 - b. Trench Safety
 - c. Hours of Labor
 - d. Review of Per Diem Rates
 - e. Prevailing Wage
 - f. Travel and Subsistence Payments
 - g. Registration of Contractors
 - h. Permits and Licenses
 - i. Patents
 - j. Utilities
 - k. Contractors Cooperation and Coordination
 - l. Public Convenience
 - m. Public Safety
 - n. Preservation of Property
 - o. Responsibility for Damage
 - p. Contractor's Responsibility for Work
 - q. Portion of the Work Which May Be Placed in Service
 - r. No Personal Liability
20. Extra Work and Altered Quantities
 - a. Extra Work
 - b. Force Account Work
 - c. Alterations
21. Fair Employment Provisions
22. Employment of Apprentices
23. Inspections and Defaults
 - a. Inspection
24. Replacement and Extra Work
 - a. Replacement Cost to be Assumed by the Contractor
25. Miscellaneous Items
 - a. Concrete-Line Ditches
 - b. Fences
 - c. Gutters

- d. Landscape Mulching
 - e. Hardscape
- 26. Standards for Completed Weed Abatement Work
 - a. Abatement Quality
 - b. Complete Abatement
 - c. Litter Removal
 - d. Hand-cleaning of Lots
 - e. Mowing

CITY OF SOUTH SAN FRANCISCO
LANDSCAPE MAINTENANCE SERVICES AGREEMENT FOR
STREETS, PARKWAYS, AND RIGHT OF WAYS

1. Location

The locations of all the street and parkway median landscapes and all Common Greens landscapes to be maintained are listed in Attachment A, Service Areas and Litter Pickup Frequencies.

2. Scope of Work

A. The scope of work includes furnishing all labor, materials and tools necessary to maintain all ornamental planting, including, but not limited to lawns, groundcovers and shrubs (trees are excluded); safety zones, drainage facilities, weed control on median hardscapes, poles, posts, wire, irrigation sprinkler heads, lateral lines up to the valves (not including valves or water mainlines downstream of the water meter), public walkways, existing in the defined landscape areas, including the cost of necessary repairs, replacements, care, supervision, and any and all other items necessary for the proper maintenance and operation thereof, in accordance with the standard specifications of the State of California, City of South San Francisco, and these specifications.

B. The work does not include repairs and maintenance of lighting systems, gates, benches, railings, homeowner fences, walls, sidewalks and curb and gutter (except weed control), irrigation clocks, and trees.

3. Proposal Questions

Questions regarding the RFP must be submitted by 12:00PM on May 29, 2026 and submitted via the OpenGov portal.

4. Safety Program

A. The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety and to all requirements as set forth in the State of California Construction Safety Orders (Cal/OSHA).

B. Full compensation for complying with the safety requirements of this Section is considered to be included in the prices paid for the various contract items of work and no separate payment shall be made therefore.

5. Traffic Control

The Contractor shall furnish, install and maintain all signs, barricades, traffic cones and other warning devices for the purpose of traffic control. Such devices and their installation shall conform to Caltrans' "Manual of Traffic Controls, Warning Signs, Lights, and Devices for Use in Performance of Work Upon Highways."

6. Quality of Work

The Contractor shall ensure that all work provided in these Specifications and the Agreement entered into between the City and the Contractor is performed by fully qualified and experienced sub-contractors or personnel directly employed by the Contractor. The Contractor shall ensure that

the Contractor's and sub-contractor's employees shall be personally presentable and act with courtesy and good manners at all times. The Contractor shall be responsible for the skills, methods, appearance, and actions of Contractor's and sub-contractor's employees and for all work done. Contractor's employees performing work under this Contract shall be clearly identified as employees of the Contractor by uniform.

The Contractor shall instruct all the Contractor's and sub-contractor's employees that they are not required to respond to directions from City personnel other than the Parks Manager or his/her designated representative nor are they to respond from directions given by residents.

The Contractor shall perform all work provided in these Specifications and the Agreement entered into between the City and the Contractor under the direction and to the satisfaction of the Parks Manager or their designated representative, who may make inspections at any time and request that the Contractor perform additional work or services without cost to the City to bring Contractor's performance to the level required by the specifications in the Agreement entered into between the City and the Contractor. Re-inspection fees of \$100 may be imposed at the discretion of the City.

7. Scope of Responsibility

- A. **Plants** – Any plants that die or are damaged due to Contractor's negligence shall be replaced at the Contractor's expense, equal in plant size and conforming to the City Specifications and these Specifications. Replacement shall be made within fifteen (15) days from the date the defective plant is brought to the attention of the Contractor.
- B. **Emergency Number** – The Contractor shall be readily available by cell phone during work hours. This shall not be an answering machine. In addition, the Contractor shall provide the City with an emergency callout listing where he/she may be contacted after normal working hours, on weekends and holidays. Emergency calls shall be not be considered as extra work unless damage was caused by vandalism.
- C. **Cleanup** – It shall be the Contractor's responsibility to maintain the entire landscape maintenance area in a condition that is acceptable to the City. Cleanup shall be performed by the Contractor and shall include the removal of all trash, leaves, branches, excess soil, empty plant containers, grass cuttings, weeds, or any other debris that may accumulate at the site as a result of duties, natural causes, or minor incidental vandalism within the landscape facilities. Debris deposited in the landscape area by homeowners shall be the contractor's responsibility and is not considered as an extra charge.
- D. **Vehicles** – All vehicles used by the Contractor and his/her employees must clearly display the firm's name and/or logo. Any vehicles used for pesticide application must clearly display placards listing the pesticide being applied and the pesticide number. Placards must be visible to pedestrians and vehicles passing the area of application.
- E. **Cost Disclosure for Extra Work** – It shall be this Contractor's responsibility to furnish a completed pricing package. The Contractor will receive the package after Bid Award. The

Contractor will return the completed package in three (3) weeks after receipt.

The Contractor shall provide his foremen with copies of City Specifications and these Specifications. Foremen and workers are expected to have sufficient knowledge of both of these Specifications so that they can perform work in a correct expeditious manner.

8. Irrigation Systems

- A. General – The street and parkway areas have a variety of overhead, drip, manual and bubbler watering systems. It is the City's objective to actively pursue water conservation within the City's Maintenance Program. The Contractor can expect the administration of the irrigation specification to be closely monitored.
- B. Water Requirements – City staff shall be responsible for controlling the timing and scheduling of the irrigation controller. The Contractor shall have full responsibility to report to the city and ensure watering requirements are met within each landscape facility. Before beginning the maintenance program, the Contractor shall inspect all systems and report damage or incorrect operation to the City inspector. Damage (other than heads and risers) not resulting from the contractor's negligence shall be reported promptly to the owner's representative together with an estimate of costs for correction of the condition. City may, at its option, either authorize the contractor to make repairs at the agreed upon cost or make the repairs "in-house". Contractor's forces shall be capable of performing repairs, installations and modifications of existing irrigation systems to adequately irrigate all types of landscaped areas. Any repairs, installations and/or modifications done to the irrigation system will be tested upon completion to ensure proper irrigation operations. The Contractor shall ensure that:
 - (1) Sprinkler heads are in good operational order, filters are cleaned or replaced during yearly audit, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head components, and filter replacements will be considered as included in the contract price and no additional compensation shall be allowed therefore. Any replacements shall match existing equipment in GPM precipitation rate, pattern, and mechanical action.
 - (2) Main irrigation lines do not demonstrate leakage when all control valves are in the closed position. Main line repairs shall be performed by the City.
 - (3) Automatic controllers and electrical conductors are kept operational year round with maintenance and repairs made by the City.
 - (4) Any vandalism which occurs to the irrigation system shall immediately be reported to the Parks Manager to obtain approval to proceed with repairs. If approved by the Parks Manager, these repairs constitute extra work, which shall be completed within 7 working days. Failure to make repair within 7 workings days shall be reported to the Parks Manager and unusual problems reviewed at that time. Failure to report will convert the damaged irrigation to the fault of the Contractor.

- (5) Seasonal programming of controllers shall be performed by the City according to the watering rates and the clock settings for irrigation scheduling approved by the Parks Manager or their designee for each street and parkway landscape facility. All controller stations shall be labeled by in a legible manner inside each controller box. Labeling shall provide type of head employed, type of area covered, and location(s) by degrees of the compass.
- (6) Time and length of watering shall be adjusted by the City to the prevailing weather as well as to the time of day that has the least amount of wind. The City prefers watering time to be from nine in the evening to six in the morning.
- (7) Contractor shall ensure that all sprinklers are adjusted properly to avoid spraying on parked cars, streets, walkways, buildings, signs, and other property that may be damaged by water.
- (8) Manual watering shall be on the same day each week as agreed upon between the Parks Manager and the Contractor.
- (9) Plant material exhibiting signs of wilting due to lack of water shall warrant withholding of the monthly payment. Plant material which dies as a result of insufficient watering will be replaced by the Contractor at their expense (see replacement plant section).
- (10) Any pressure regulators, if present, shall be adjusted by the City to ensure optimum water delivery to the type of systems serviced.

C. Environmental and Land use Stewardship Responsibilities

General. The intent of these specifications is to contract for professional services that will assist in the stewardship of the street and parkway landscape facilities. It shall be the responsibility of the Contractor to report any resource deficiencies on the specified lands to the Parks Manager.

- (1) The seasonal water rate varies annually and it may be necessary for the City or the Contractor to make recommendations to modify and reschedule the seasonal watering program. "Schedule Changes" in the water cycle are included with the bid price.
- (2) Street and parkway facilities adjacent to on-going construction activity of future developments may receive damage to the landscape and irrigation system. The Contractor shall report the damage to the Parks Manager and may be directed by the Parks Manager to repair the same within seven (7) working days. This shall be considered extra work.
- (3) Any accelerated erosion on landscape facilities lands, including open space parcels, shall be immediately reported to the Parks Manager. Erosion fissures through the turf and/or groundcover areas caused by washouts from lateral line/head failure shall be repaired immediately at no extra cost to the City. Fissures caused by mainline failure

shall be repaired by the City.

9. Nutrient Care Standards

Fertilization shall be the responsibility of the City and the Contractor shall work with the City to identify areas of need.

10. Turf Care Standards

General. Turf, as an important aesthetic component of ornamental landscapes, requires a regular schedule of intensive care. A consistent green appearance and healthy growing conditions predominantly free of weeds must be maintained.

Routine maintenance and service shall include, as a minimum:

A. Mowing

- (1) Mowing shall be done weekly during the active growing season, and as needed at other seasons.
- (2) Only sharp, well balanced blades shall be used.
- (3) Grass height shall remain a consistent looking range between 3 and 2 inches. Bruising or rough cutting of grass will not be permitted. Mowers shall be adjusted and operated so that the grass is cut at a uniform height. "Scalping" of high places will not be permitted.
- (4) Tufts of grass in corners or other areas that are hard to reach with a mowing machine shall be mowed using a string line trimmer or clipped by hand.
- (5) Clippings shall not be caught and removed from lawn unless they are too unsightly for the particular location, or are lying in swaths which might damage the lawn. Wind rowing (if used) shall be done safely.
- (6) Clippings shall not accumulate on valve boxes, catch basins, or other utility boxes. These assets are to be kept clean and visible at all times.
- (7) Mow edges of turf with wheels of machine up on pavement, not against the edge of the pavement.
- (8) Inspect turf for rocks and debris before mowing.

B. Edging

- (1) All edges shall be trimmed at the same time mowing occurs to maintain a neat appearance. This trimming shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, shrubs, tree trunks, poles, guy wires, or any other object within or immediately adjacent to the lawn areas. This includes grass growing under wooden steps and benches in some areas.

- (2) The trimming shall be done by power edger, string trimmer, by hand tools or a combination of these tools. Approved weed killers may be permitted for use in trimming or edging around tree trunks upon written approval. String trimmers are not to be used around shrubs, trees, and any wooden hardscape features.
- (3) Trim around sprinkler heads as necessary to provide maximum water coverage.
- (4) Care shall be taken to avoid damage to tree trunks, shrubs, sprinklers, or other structures. Damage shall be reported to the owner's representative and repairs promptly made by the contractor.
- (5) After trimming, all trimmings and debris shall be raked off lawns, swept or blown off sidewalks and paved areas and disposed of. Debris shall not be raked or blown up against homeowner's fences or under their gates. Thick matted mud/turf edging shall be trimmed and removed from the site. This debris is not be left on lawns, landscaped areas, or sidewalks.
- (6) Edges of turf against all paved areas, around valve boxes, storm drains, and other utilities shall be kept neatly edged.
- (7) Special consideration shall be given to the safety of pedestrians in the area while edging.
- (8) Edging against fences and walls shall be sprayed neatly as a 12 inch band.

C. Blowing, Vacuuming, or Sweeping

- (1) All hardscape surfaces shall be blown free of clippings after every mowing and edging. Clippings, soil, and other debris shall be removed from site.
- (2) All hardscape surfaces shall be blown free of leaf litter and other debris on an as-needed basis (most often in fall months), and collected for removal from site. Again, debris shall not be raked or blown up against homeowner's fences.
- (3) Vacuuming or sweeping the debris is recommended over blowing.

D. Raking

- (1) To be performed on an as-needed basis to remove leaf litter from the turf (most often in the fall months)
- (2) Vacuuming or blowing may be employed instead of raking. Wind rowing (if used) shall be done safely.

E. Tree Wells

- (1) Tree wells in turf shall be maintained free of turf and weeds at all times.
- (2) A wide round well shall be maintained - at 3'-4' from the tree trunk or as wide as necessary to encompass all tree stakes and guys as well as the tree trunk.
- (3) Trees damaged by tools are subject to replacement by determination of the Parks Manager and at the contractor's expense.

F. Pest Control in Turf Areas

Lawn areas need to be closely monitored for the presence of moles, gophers, and/or ground squirrels. Treatment shall be weekly or daily (if required) until the problem is abated. It is imperative that methods used to eradicate any rodent problem be recommended by a pest control advisor, certified in license category D pursuant to Division 6 Chapter 6 of the Food and Agricultural Code, and approved by the County Agricultural Commissioner. No chemical poisons shall be used to control rodents. Mechanical (trapping) and fumigation (gassing) shall be the primary acceptable methods of control.

11. Shrubs and Ground Cover Standards

Shrub and ground cover areas shall be maintained so as to present a well-shaped, neat appearance to the public. Pruning frequency shall be performed on an as needed basis to control height and spread; to prune out dead and/or diseased foliage and branches; and to prevent line of sight obstructions to the travelling public. Pruning tools should be sharp and clean. The contractor shall ensure that appropriate tools are used for the various tasks. Listed are additional maintenance tasks, which the contractor shall be required to perform and should be included in the base bid.

A. Shrubs

- (1) Maintain a 24" wide space, unobstructed by vegetation, between existing shrubs and fences. Hold all shrubbery back from this line by pruning. Use University of California and I.S.A. (international Society of Arboriculture) standards for proper pruning cuts.
- (2) All pruning and trimming cuts must be made clean and at or just behind last shoulder rings. Any ragged shearing which results in any broken, stripped, pointed stubs or ragged bark edges is not acceptable and must be reworked. This type of pruning will result in a withheld payment until the work has been properly performed and the shrubs recovered.
- (3) Prune out any growth of suckering or water sprouting which abnormally protrudes from the shrub base or foliar canopy.
- (4) Trim foliage and branching along sidewalks, streets, retaining walls and houses to maintain a one-foot clearance.

- (5) Remove all trimmings from the job site the same day.
- (6) Growth regulators may be used only if approved by the Parks Manager or his/her agent. Damage to shrubs caused by chemical misapplication may serve as a justification for replacement if the plant suffers from a 50% loss of foliage.
- (7) At no time shall shrubs be pruned or sheared back to hard wood, where the foliage is completely removed on one or all sides, leaving an unsightly thicket of bare branches. Shrubs pruned in this manner will be subject to replacement at the contractor's expense. Therefore, it is recommended that the frequency of pruning cycles to control height and spread be adjusted to accommodate seasonal growth habits.
- (8) Remove all spent flower spikes on perennial shrubs such as agapanthus, echium, hemerocallis, acanthus, etc.
- (9) Shrub diseases and insect infestations must be identified by the contractor; reported to the Parks Manager, and controlled in a timely manner. Reapplications of control methods may be required. Losses associated with the contractor's negligence in either identifying or controlling a disease or pest shall be the contractor's responsibility to replace or repair.

B. Ground Covers

- (1) Shall be neatly trimmed to maintain a one foot clearance from all walls, fences, turf, walkways, curbs, and shrub trunk/crowns. Removal of ground covers from the shrub base must be performed by hand using hand held equipment. Clearing ground cover (mostly Ivy and Blackberry) from creeping growth in shrubs shall be inspected and removed on a monthly basis. No damage to the trunk or branch tissue (cambium) of the shrubs will be allowed.
- (2) Weeds (grass and broadleaf) growing in the ground cover areas may be sprayed with selective herbicides; however, the dead vegetation must be removed by hand. Weed removal by string trimmer is not allowed.
- (3) Hypericum ground cover shall be mowed to ground level once a year, during the month of February. The bed areas should be raked clean and the debris exported.
- (4) Kurapia ground cover shall be mowed once a year, typically November, to a height of 4" when flower heads have died and only upon instruction from the Parks Manager or a representative of the Parks Department.
- (5) Debris (trash, bottles, etc.) removal from the ground cover areas must be performed as designated for each area's minimum frequency for litter removal. It is the contractor's responsibility to review the sites and allocate sufficient manpower to accomplish this task.

- (6) Ground cover diseases and insect infestations must be identified by the contractor; reported to the Parks Manager, and controlled in a timely manner. Reapplications of control methods may be required. Losses associated with the contractor's negligence in either identifying and/ or controlling a disease or pest shall be the contractor's responsibility to replace or repair.

12. Right-of-Way and Landscape Weed Abatement Standard

A. Weed Abatement

- (1) Weed abatement shall occur at a minimum of three (3) times per year, unless noted differently in Attachment A – Service Areas and Litter Pickup Frequencies, or as needed when deemed necessary by the Parks Manager or an appointed Parks Department representative.
- (2) Weed abatement work shall be performed by string trimmers, flail mowers, or other similar mechanical devices as well as appropriate hand tools such as gardening hoes, McLeods, weed wrenches, loppers, and similar hand held tools.
- (3) Vegetation shall be cut as close to the ground as possible and if not able to achieve ground-level, remaining vegetation shall be left no higher than 3”.
- (4) Landscaping vegetation shall not be damaged by mechanical means. These desirable plants shall have weeds growing underneath/within them, removed by hand. Tree trunks shall not be damaged by string trimmers or other mechanical means. Any damage that occurs from mechanical means, and causes a plant to decline, die, or compromises the future of the plant, shall be replaced at the contractor's expense.
- (5) All cut vegetation shall be blown or otherwise removed from paved roadways, sidewalks, bike lanes, or similar paths of travel. Vegetation shall also be blown or removed within 3' from the edge of roadways to prevent wind from blowing debris into the road way.
- (6) Work shall be performed in a responsible manner with awareness to vehicle proximity and operating mechanical equipment at appropriate speeds to avoid vehicle damage (IE: throwing rocks with string trimmers or mowers) Any damages caused by such negligence will be at the expense of the contractor and the City will hold no responsibility for repairs or reimbursement.
- (7) When performing this work appropriate traffic control shall be used; dictated by speeds travelled on the roads where the work is being performed. The traffic control methods shall be executed in accordance with “Part VI Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility, and Incident Management Operations.”

B. Herbicide Application

- (1) When selective or non-selective herbicides are used the label shall prevail in determining chemical rates and application methods to be used. At no time shall any chemical be applied when winds are in excess of 10 mph or are deemed to be strong enough to cause potential drift onto non-target sites.
- (2) Applications shall be made twice (2) a year and shall follow mechanical weed abatement efforts once new young leaves have sprouted and are susceptible to foliar application. Ideally, applications of post-emergent and pre-emergent shall be made before the first rains of the season and within two weeks of the last rain of spring, as weather permits. This application frequency will reduce regrowth and seed germination and reduce future maintenance activities.
- (3) All herbicide applications shall be made by an applicator that holds a current Qualified Applicator Certificate (QAC).
- (4) All herbicide applications shall avoid drift and overspray onto desirable landscape plants. Any “non-target” plants that show or die from chemical damage shall be replaced at the expense of the Contractor.

13. Integrated Pest Management Program

The Contractor shall act as or coordinate with a licensed specialist to identify any Pest management problems that may arise in the street and parkway landscapes.

The Contractor shall be familiar with various integrated pest management (IPM) programs. The Contractor is required to develop and adopt an IPM plan that complies with an IPM plan consistent with the IPM-based hierarchical decision making process (established by Provision C.9.d, of Water Board Permit No. R2-2009-0074, Municipal Regional Stormwater NPDES Permit) and the City-approved IPM Policy to effectively eradicate any diseases or pests which develop during the duration of this contract. The development and execution of the IPM program shall be the responsibility of the Contractor and will not be considered extra work.

The Parks Manager will request to see any or all labels, licenses, certificates, categories, permits or recommendations before chemicals are applied. An IPM plan developed by the Contractor may have to be approved by the Parks Manager and the County Agricultural Commissioner before implementation. Monthly chemical use reports shall be submitted to the Parks Manager on the 1st Monday of each month for the previous month's use. A SDS must be submitted for each chemical to be used prior to any application program.

Familiarity and adherence with the City of South San Francisco's IPM plan is required.

A. IPM techniques should include:

- (1) Biological controls
- (2) Physical or mechanical controls
- (3) Cultural controls
- (4) Reduced risk chemical controls

Prior to application, the Contractor shall provide a copy of any spray report showing details of areas, times, chemicals, SDS, and rates of application as provided by a licensed pest control advisor. A copy shall be provided with billing at the end of the month as well.

- B. The Contractor shall provide the County Agricultural Commissioner's office (as required by law) a monthly record of all pesticides used in the street and parkway landscape facilities. A copy of the same report shall be included with the Contractor's monthly billing to the City. Column "F" of the standard monthly report to the Commissioner shall indicate that a chemical has been used on a South San Francisco facility. Indicate also the types of weeds treated using common names.
- C. The Contractor shall use Re-scape CA methods, guidelines, and techniques when performing IPM.

14. Prosecution and Progress

Progress of the Work and Time for Completion – The Contractor shall begin work on July 1, 2026.

15. Damage or Loss of Contractor's Supplies or Employer's Property

The City does not assume liability from fire, theft, accident or any other cause resulting in damage or loss of contractor's supplies, materials or equipment, or of personal property or belongings of their employees.

16. Property Damage

- A. Any private property of City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the owner's representative, and shall be rectified in an approved manner back to its former conditions, prior to damage, to the contractor's expense.
- B. Any damage or unusual dumping noted, or seen, by the contractor, that has 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 owner's representative. Particularly, all hazardous conditions such as holes in sidewalks shall be reported.

17. Definition of Terms

- A. City – The City of South San Francisco, State of California, acting through the City Council, or other duly authorized agents.
- B. Director – The duly appointed Director of Parks and Recreation of the City of South San Francisco, acting directly or through properly authorized agents limited by the particular duties entrusted to them.
- C. Inspector – The Parks Manager or his/her appointed representative, of the City of South San Francisco, limited by the particular duties entrusted to him or them.
- D. Parks Manager – The Parks Manager or his/her appointed representative, of the City of South

San Francisco, acting directly or through properly authorized agents.

- E. Bidder – Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through properly authorized agents.
- F. Contract – The written agreement covering the performance of the work. The contract includes Statement of Qualifications, the notice to bidders, the proposal, general and special provisions, contract bonds, and all supplemental agreements affecting the work.
- G. Contractor – The person or persons, firm, co-partnership, or corporation who have entered into the contract with the City, or his, their or its duly authorized representative.

18. Control of Work

- A. **Authority of the Director** – The Director shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation. His/Her decision shall be final, and he/she shall have authority to enforce and make effective such decision and orders as the Contractor fails to carry out promptly.
- B. **Coordination of Plans, Specifications, and Standard of Services** – These specifications, standards of service, plans and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe and to provide for a complete work.
- C. **Superintendence** – Whenever the Contractor is not present on any part of the work where it may be desired to give direction, orders will be given by the Director, which shall be received and obeyed by the Parks Manager or foremen in charge of the work in reference to which the orders are given.
 - (1) Inspection – The Director shall at all times have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials used and employed in the work.
 - (2) Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the Director so that proper inspection may be provided.
 - (3) The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Director and accepted or estimated for payment.
 - (4) Removal of Defective and Unauthorized Work – All work which has been rejected

shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed him for such removal or replacement. Any work done beyond the lines and grades shown on the plans or established by the Director, or any extra work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered removed at the Contractor's expense. Upon failure on the part of the Contractor to comply forthwith with any order of the Director made under the provisions of this article, the Director shall have authority to cause defective work to be removed, and to deduct the costs from any monies due or to become due the Contractor.

- (5) **Emergency Repair Work** – If an emergency arises by reason of the contractor's negligence or failure to adequately prosecute the work, and the contractor is unable to respond adequately in the opinion of the Director of Parks and Recreation or designee after being served notice or an attempt has been made to serve notice, the owner may use its own forces to remedy the situation and the contractor shall promptly pay the owner's demand for compensation therefore.

19. **Legal Relations and Responsibility**

A. **Laws to be Observed** – The Contractor shall keep himself/herself fully informed of all existing and future State and National Laws, including all provisions of Section 1776 of the Labor Code, and Municipal Ordinances and Regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He/she shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees. In addition, the Contractor shall meet all standards of the State and Federal Government for air, water and noise pollution. The Contractor shall inform the City of the location of the records enumerated under Section 1776 (a) of the Labor Code, including the street address, city and county, and shall within five working days, provide a notice of a change of location and address.

If there is any conflict between these specifications and provisions and any laws or regulations, the matter shall be brought to the attention of the Director of Parks and Recreation immediately. All necessary permits or approvals from any involved agency shall be obtained by the Contractor before any work is started.

B. **Trench Safety** – The applicable regulations of the State of California, Department of Industrial Safety, will be strictly enforced. Trenches five (5) feet or more in depth shall be shored to prevent cave in. Any shoring which, in the opinion of the Director, is unsafe shall be removed and replaced in a satisfactory condition prior to personnel entering the trench or placing of pipe or other facilities.

C. **Hours of Labor** – The Contractor shall forfeit, as penalty to the City of South San Francisco, twenty-five dollars (\$25.00) for each worker employed in the execution of the contract by him/her or by any subcontractor under him/her for each calendar day during which any workman is required or permitted to labor more than eight (8) hours in violation of the provisions of the Labor Code and in particular, Section 1810 to Section 1816 thereof, inclusive.

D. Review of Per Diem Rates – Reference is hereby made to the prevailing rate of per diem wages adopted by the City Council of the City of South San Francisco in accordance with Labor Code Section 1770 et seq, copies of which are on file in the office of the City Clerk, City Hall, South San Francisco, California, and available for inspection by interested parties. If a petition is filed in accordance with Labor Code Section 1773.4 calling for a review of the rates as so established, the closing date for the submission of bids or the start of work, whichever is applicable shall be extended as in such section provided, and the determination made by the Director of Industrial Relations of the State of California shall be deemed included in the contract for this work.

E. Prevailing Wage – Where applicable, the wages to be paid for a day's work to all classes of laborers, workers, or mechanics on the work contemplated by this agreement shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, et seq. Each laborer, worker or mechanic employed by Consultant or by any subcontractor shall receive the wages herein provided for. The Consultant shall pay two hundred dollars (\$200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Consultant to each worker.

An error on the part of an awarding body does not relieve the Consultant from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770 1775. The City will not recognize any claim for additional compensation because of the payment by the Consultant for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Consultant.

Posting of Schedule of Prevailing Wage Rates and Deductions – If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Consultant shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

Payroll Records – Each Consultant and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant in connection with the public work. Such records shall be certified and made available upon request as required by Labor Code Section 1776.

F. Travel and Subsistence Payments – Travel and subsistence payments shall be made to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

G. Registration of Contractors – Before submitting bids, Contractors shall be licensed in accordance with the provisions of the Stat Contractors' License Law, Business and Professions Code 7000 et seq. as amended.

H. Permits and Licenses – The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. A City of South San Francisco Contractor's license will be required before the contract is signed by the City.

I. Patents – The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, and agrees to indemnify and save harmless the City of South San Francisco, the City Council, and the Director, and their duly authorized representatives, from all suits at law, or actions of every nature for, or on account of the use of any patented materials, equipment, devices, or processes.

J. Utilities – The location in public streets of pipes, conduits and other underground facilities of the public utility companies and of the City may not be indicated on the plans. Bidders are instructed to apply to companies and City departments concerned for any information which may be needed concerning utilities. For all utility location requests contact USA (1-800-642-2444)

K. Contractor Cooperation & Coordination – The Contractor is advised that other construction and maintenance work may be performed by utility companies, the City and /or their Contractors in the project area concurrent with work performed under this contract. The Contractor shall be responsible for contacting the various utility companies to ascertain the times when such other work will occur and schedule his work in coordination with others such that no delays shall occur in his work schedule or in others who are working in the area. Failure on the Contractor's part to coordinate with others in overlapping work areas shall not be the basis for any claims against the City, additional compensation nor extension of time. In addition, the Contractor shall be solely responsible for any claims made against the City by others as a result of the Contractor's lack of coordination. This shall include businesses and homeowner's adjacent to the project area.

L. Public Convenience – The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic. Where work is being done on existing public roads or streets, and no detours are available, all traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

Convenience of abutting owners along the road shall be provided for as far as practicable. Convenient access to driveways, houses, and buildings along the line of the work shall be maintained and temporary approaches to crossing or intersecting highways shall be provided and kept in good condition.

Water shall be applied as directed by the Director for the prevention of dust nuisance in connection with public convenience. No additional payment will be made for applying water for the prevention of dust.

No work shall begin before 8:00 a.m. nor continue after 5:00 p.m. Monday through Friday, nor shall any work be done on weekends or holidays observed by the City of South San Francisco

unless approved in advance by the Director.

Full compensation for all work involved in providing for public convenience as set forth in this article shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefor.

M. **Public Safety** – The Contractor shall furnish, erect, and maintain such fences, barriers, lights, signs and watchers as are necessary to give adequate warning to the public at all times that the work is under construction and of any dangerous conditions to be encountered as a result thereof. At any and all points along the work where the nature of construction operations in progress and the Contractor's equipment and machinery in use is of such character as to endanger passing traffic, the Contractor shall provide such lights and signs and station such guards as may appear necessary to prevent accidents and avoid damage or injury to passing traffic.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.

Full compensation for the work involved in carrying out the precautionary and safety measures above specified shall be considered as included in the prices paid for various contract items of work and no additional allowance will be made.

N. **Preservation of Property** – Roadside trees and shrubbery that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipe lines under or above ground, sewer and water lines, all street facilities, and any other improvements or facilities within or adjacent to the work shall be protected from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition as good as when the Contractor entered upon the work, or as good as required by the specifications accompanying the contract, if any such objects are a part of the work being performed under the contract.

The fact that any such pipe or other underground facility is not shown upon the plans shall not relieve the Contractor of his responsibility under this article. It shall be the Contractor's responsibility to ascertain the existence of any underground improvements or facilities which may be subject to damage by reason of his operations, and if it is necessary to lower such underground facility or encase it to protect it from damage, it shall be done at the Contractor's expense.

Full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in protecting property as above specified, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be made.

O. **Responsibility for Damage** – The City of South Francisco, the City Council, or the Director shall not be answerable or accountable in any manner, for any loss or damage that may happen to work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or the

public; or for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

The Contractor shall indemnify and save harmless the City of South San Francisco, the City Council, the Director and the Director's Inspector or other authorized agent of the City of South San Francisco from any suits, claims or actions brought by any person or persons for or on account of any injuries or damage sustained or arising in the constructions of the work or in consequence thereof. The City may retain so much of the money due the Contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforesaid. In the event securities have been substituted for any monies earned by the Contractor and withheld by the City of South San Francisco to ensure the performance of the contract, the City may condition the release of such securities upon the final disposition of such suits or claims for damages.

P. Contractor's Responsibility for Work – Except as provided above, until the formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages as are directly and proximately caused by acts of the [Federal Government].

In case of suspension of work from any cause whatever, the Contractor shall be responsible for the work as above specified and he/she shall also be responsible for all materials delivered to the work including materials for which he/she has received partial payment.

Q. Portion of the Work Which May be Placed in Service – If desired by the City of South San Francisco, the work, as completed, may be placed in service. The Contractor shall give proper access to the work for this purpose but such use and operations shall not constitute an acceptance of the work, and the Contractor shall remain liable for defects due to faulty construction, material and/or workmanship.

R. No Personal Liability – Neither the Director nor the City Council, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the contract.

20. Extra Work and Altered Quantities

- A. **Extra Work** – New and unforeseen items of work will be classed as extra work when they cannot be covered by any of the various items for which there is a bid price or by combinations of such items.
- B. The Contractor shall do such extra work and furnish such materials and equipment therefor, as may be required in writing by the Director, but he/she shall not do extra work except upon written order from the Director, and in the absence of such written order he/she shall not be

entitled to payment for such extra work. All bills for extra work done shall be filed in writing with the Director. For such extra work the Contractor shall receive compensation at the prices previously agreed upon in writing.

All extra work shall be adjusted daily upon report sheets furnished to the Director by the Contractor and signed by both parties which daily reports shall thereafter be considered the true record of extra work done.

- C. **Force Account Work** – Where payment is to be made on a force account basis, the Contractor shall receive the actual cost of all material, labor and rented equipment furnished by him/her as shown by his/her paid vouchers, plus fifteen percent (15%); provided, however, that the City reserves the right to furnish such materials required as it deems expedient, and the Contractor shall have no claim for profit on the cost of such materials.

For use of equipment owned by the Contractor he shall be paid the current prices prevailing in the locality, which shall have been previously determined and agreed upon in writing by the Contractor, plus fifteen percent (15%).

When work is performed by force account, in addition to the actual cost of labor, the City will reimburse the Contractor for compensation insurance payments; contributions made to the State as required by the provisions of the Unemployment Reserve Act, Chapter 352, Statutes of 1935, as amended. The payment of fifteen percent (15%) in addition to the actual cost of all material, labor, and rented equipment, as herein provided, shall include full allowance to the Contractor for premiums paid on any other insurance of any nature which the Contractor may be required to carry or which he may elect to carry; and for additional premiums paid on faithful performance and labor and material bonds required by reason of the increased in the amount of work to be performed over and above that called for in the original contract.

All force account work shall be adjusted daily upon report sheets, furnished to the Director by the Contractor and signed by both parties, which daily reports shall thereafter be considered the true record of force account work done.

If force account work is done on the contract the Contractor shall furnish to the Director three (3) copies of a certificate from the insurance company showing the compensation insurance rates to be charged on the various classes of work to assist in verification of the Contractor's charges for extra work and force account.

- D. **Alterations** – The City reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Director, also to make such alterations or deviations, additions to, or omissions from the plans and specifications, as may be determined during the progress of the work to be necessary and advisable for the proper completion thereof. Upon written order of the Director, the Contractor shall proceed with the work as increased, decreased or altered.

When alterations in plans or quantities of work are ordered and performed the Contractor shall accept payment in full at the contract unit price for the actual quantities of work done.

No allowance will be made in any case for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as stipulated in such agreements.

21. Fair Employment Provisions

The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, ancestry or national origin. Such action shall include, but not be limited, to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided by the awarding authority seeing forth the provisions of their fair employment practices section.

22. Employment of Apprentices

Attention is directed to the provisions in Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.8 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprentice-able occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five (1:5) except:

- A. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the ninety (90) days prior to the request for certificate, or
- B. When the number of apprentices in training in the area exceeds a ratio of one to five (1:5), or
- C. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- D. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he/she employs registered apprentices or journeymen in any apprentice-able trade on such contracts and if other Contractors on the public works site are making such contributions.

The Contractor and any subcontractor under him/her shall comply with the requirements of Section 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex- officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

23. Inspections and Defaults

General. The City is soliciting for a services rendered contract. The Contractor shall not be paid for landscape maintenance services not rendered to the street and parkway and right of way landscape facilities. It is the Contractor's responsibility to ensure sufficient labor hours are committed to the street, parkway, and common greens landscape facilities for complete objectives set forth in Special Provisions Section and Section 30, Schedule of Landscaping Maintenance Services.

A. Inspection

- (1) The City shall provide a representative of the Parks Manager to evaluate landscape services performed in the landscape facilities on a regular occurrence. The representative shall be the inspector.
- (2) The City may require the Contractor, or his local authorized representative, to ride along on inspections, if previous maintenance objectives by the Contractor are not in the best interest of the street, parkway and/or right of way areas. The Contractor of his local authorized representative will be expected to take complete notes during such inspections.
- (3) Payment will be made for work satisfactorily completed by the Contractor. It shall be the Contractor's responsibility to submit to the owner's representative a written report of completion of work at the end of each month. The owner's representative shall indicate in writing his acceptance or rejection of work and notify the contractor immediately of any unsatisfactory work. Unsatisfactory work shall be corrected within 24 hours and a report re-submitted indicating completion. Payment will be based on work completion reports submitted by the contractor and approved and signed by the owner's representative. Payment shall ordinarily be for 100% of the contract price (per month).
- (4) Three months before the conclusion of this landscaping contract on, March 31, 2028, the following three inspections shall take place. If these inspections are not performed, final payment of this contract may be withheld.
 - a) 90 days prior; Irrigation main line test for ruptures or leakage. No visible leaks shall be accepted.
 - b) 60 days prior; Automatic controller, valve control and sprinkler coverage efficiency test. Note: Main water line must be accepted before efficiency test is performed.
 - c) 30 days prior; Walk-through with new Contractor, if applicable, to evaluate condition of landscape facilities, provide a punch-list to be completed by end of contract date.

24. Replacements and Extra Work

General. The preceding chapters in these specifications have been written to provide landscape maintenance services which will keep the City's landscaping and open space areas in a healthy and neat appearance year-round. The following items listed will clarify other landscape maintenance and material requirements which may not be included elsewhere in these specifications.

A. Replacement Cost to be Assumed by the Contractor

- (1) Damaged plant material, due to the Contractor's maintenance practices or non-performance of services. Replacement standards shall be new container plants and shall be equal in size to the remaining growth in the ground or the surrounding existing mature size in the adjacent landscape area. Replacement plants shall be healthy rooted and vigorous.

- a) Ground covers adjacent to pavement or structures shall be no closer to these than $\frac{1}{2}$ their center to center spacing plus 25%.

25. Miscellaneous Items

General. Routine maintenance items which are not considered extra work include, but are not limited to the following:

- A. **Concrete-Line Ditches** – All concrete-lined ditches within the limits of a landscape facility shall be always kept clear, and the catch basins that these ditches empty into shall be thoroughly cleaned out periodically during the rainy season which is from October 15 to April 15. Edges should be checked periodically for erosion and damage to concrete structures. Catch basins more than 6 feet deep are not required to be cleaned by the Contractor. Special care will be taken by the Contractor to keep debris out of all basins while V-ditch maintenance is occurring. All debris or soils shall be exported from the site.
- B. **Fences** – It is not the Contractor's responsibility to remove all graffiti from fences and walls within the limits of the landscape maintenance area. However, the Contractor is to immediately notify the City Inspector of any graffiti found in the street and parkway sites.
- C. **Gutters** – Clean up weeds, silt and gardening debris along curbs and aprons along streets which border the landscape facilities (see hardscape below). Drainage channels (not concrete-lined) should be cleaned in like manner.
- D. **Landscape Mulching** – Throughout the contract, spreading of mulch will be requested by the City in landscape planters. The Contractor agrees to spread mulch, provided by the City, as directed in the areas listed in Attachment A. This labor will not be considered "extra work" unless the contractor is asked to perform this work outside of the areas outlined in Attachment A.
- E. **Hardscape** – All hardscape features located in or adjacent to the street and parkway landscaped medians shall be kept weed free at all times. These areas include but are not

limited to curb and gutter, the transition joint area between the street paving and the gutter, concrete and asphalt pavement within the island median, sidewalks (i.e. cracks and control joints), curb returns, bomanite walkways and island fingers. All pedestrian walkways must be kept clean at all times of debris, clippings, soil mudflows, etc.

26. Standards for Completed Weed Abatement Work

- A. **Abatement Quality** – All abatement work shall be completed so that all weeds, grass, vegetation and litter which could be expected to burn or are noxious and dangerous to public safety are completely removed so there is insufficient fuel to sustain or allow the spread of fire or the continuance of a public hazard.
- B. **Complete Abatement** – Where complete abatement is required, as much as possible of the entire parcel shall be abated in accordance with the above quality standard.
- C. **Litter Removal** – Means and includes cleaning, cleaning and /or taking and properly hauling to an approved dump site, all loose and removable material generally defined as litter in excess of 1 cubic yard, including, but not limited to furniture, appliances, vehicle parts and batteries, wood, cement, etc. Litter removal work shall be measured and paid for at the cubic yard price.
- D. **Hand-cleaning of Lots** – Means hand cutting and removal of weeds or other vegetation along curbs, fence lines, steep embankments including incidental litter under one cubic yard. Hand-cleaning work shall be measured and paid for at the square foot price.
- E. **Mowing** – Means and includes mowing weeds and other vegetation to an approximate height of one (1) inch, as terrain allows or as otherwise directed by the Inspector, and hauling the mowed weeds/vegetation, including incidental litter matter under one cubic yard, to an approved dump site. Mowing work shall be measured and paid for at the square foot bid price.

The litter removal under this contract will generally be for smaller amounts of litter that can be loaded onto a truck.

Progress payment to the Contractor for ordered hand work shall be: 100% of the verified cost of the job billed, after passing inspection made by the Inspector, payable within a reasonable time following inspection but not more often than once a month.

**NOTICE OF
REQUEST FOR PROPOSALS
FOR
LANDSCAPE MAINTENANCE SERVICES;
COMMON GREENS
FOR
THE CITY OF SOUTH SAN FRANCISCO**



**Issued By:
Joshua Richardson, Parks Manager
South San Francisco Corporation Yard,
550 North Canal Street,
South San Francisco, CA 94080**

INTRODUCTION

The City of South San Francisco (“City”) is soliciting proposals from qualified Firms/Contractors (“Contractor”) to provide specialized landscaping maintenance services throughout the City. The requested services contemplated under this Request for Proposals (“RFP”) consist of providing landscaping services, including but not limited to providing qualified horticultural supervision, furnishing all labor, materials, equipment and transportation required to properly maintain and enhance the City’s specified landscaped properties in an attractive condition, and providing other work as detailed in the Scope of Work identified below (“Project”). The proposals submitted in response to this RFP will be used as the basis for selecting a Contractor to complete the Scope of Work. The proposals will be evaluated and ranked according to the criteria provided in Section VII “Evaluation of Proposals” in this RFP.

I. BACKGROUND

The City contracts out for certain specialized landscape maintenance services throughout the City. These specialized contracted services are necessary to keep up with the extensive and varied landscape maintenance responsibilities of the City in order to maintain safety and aesthetic objectives. Over the years, the City’s landscaping maintenance requirements have changed and the City is seeking proposals for specialized landscaping services for specified locations and service levels. These specified locations include medians, parks, and green spots.

II. OBJECTIVES

The City’s objectives for this Project include the following:

- The ideal Contractor would provide high-quality landscape maintenance services for certain areas within the City. These areas include greenways, “park-like” areas surrounding and between HOA homes in the Westpark 1, 2, and 3 areas, Greenvue Commons, Willow Gardens, and Stonegate areas. These areas are broadly referenced as the “Common Greens” and includes various medians, islands, and rights-of-way located therein.”. Additionally, there are four park-like locations defined in Attachment A; bid items six (6) through nine (9), for which the City desires the Contractor to provide services. The ideal Contractor would also work in collaboration with the City to identify areas where reduction of maintenance, energy and water can result in an overall cost savings for the City.
- The ideal Contractor would work in collaboration with the City to implement these identified strategies within the Service Areas. Implementation of such strategies which fall outside of the identified Scope of Work would be negotiated as Additional Services to the Contract.

III. SCOPE OF WORK

1. General

The work to be done includes furnishing all labor, material and tools necessary to maintain all ornamental planting, including, but not limited to lawns, groundcovers and shrubs (trees are excluded); safety zones, drainage facilities, weed control on medians and median hardscapes, poles, posts, wire, irrigation sprinkler heads, lateral lines up to the valves (not including valves or water mains downstream of the water meter), public walkways, , all of which exists in the fore-mentioned landscape facilities, including the cost of necessary repairs, replacements, care, supervision, and any and all other items necessary for the proper maintenance and operation thereof. The work does not include repairs and maintenance of lighting systems, gates, benches, railings, homeowner fences (except clearing plant material from fences), walls, sidewalks and curb and gutter (except weed control).

All work shall, at all times, comply with the applicable laws and requirements of all State, Federal, local government, as well as any applicable rules and regulations of governing utility districts and agencies. The Contractor shall comply with all insurance requirements of the City of South San Francisco, included in the Landscaping Services Agreement, included as Attachment C.

2. Detailed Scope of Work

Project Scope of Work: Provide landscape maintenance services for various medians, islands, and HOA landscapes within the City, according to the Service Areas and Litter Pickup Frequency Schedule (Attachment A) and the Standard of Services (Attachment B). The period for this Project shall be for a twenty-four (24) month period starting July 1, 2026, and terminating June 30, 2028, (“Initial Term”). At the end of the Initial Term, and if agreed to by all parties, the City may extend the end date of this Agreement an additional three (3) times for an additional one (1) year period each.

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

The Proposer shall accept the site as he/she finds it, and if awarded the contract, proceed with the work stated under the contract and identified in this RFP.

IV. QUESTIONS

Interested Proposers are encouraged to promptly notify the City in writing of any questions, apparent major inconsistencies, problems, ambiguities in the Scope of Work or this RFP. Any

questions and requests for clarification/additional information shall be submitted via the online bid portal on OpenGov.com.

V. PROPOSAL REQUIREMENTS

The following conditions must be met in order for the City to accept the proposal as responsive:

- All Proposers shall be properly licensed by the State of California to perform the specific work designated. Sub-contractors (if used) shall be properly licensed to perform their craft or work and included in the proposal. Future use of sub-contractors not stated in the proposal must be approved by the City.
- Where applicable, prevailing wages must be paid for each type of applicable work craft performed; and certified payrolls shall be made available upon request as required by Labor Code Section 1776.

The proposals shall also include the information listed below:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Joshua Richardson, Parks Manager
South San Francisco Corporation Yard
550 North Canal Street
South San Francisco, CA 94080

The letter shall include the Contractor's (and any Sub-contractor) names, contact name, mailing address, telephone number, and email address. The letter shall address the understanding of the services being requested and any other pertinent information the proposer believes should be included.

The letter shall be signed by the individual authorized to bind the Contractor to the proposal. The letter shall also include a statement identifying that the proposal shall be firm for ninety (90) calendar days from the date of proposal submittal to permit staff evaluation and Council award. Upon award, price quoted will be in effect for the term of the agreement.

2. Contractor Information, Qualifications, and Experience

Contractor shall provide at least three references from recent Landscape Maintenance Service clients on the form attached here in Attachment D. In addition, Contractor shall provide information demonstrating the following:

- a. A Contract Labor Summary showing the number of full-time positions and hour allocation provided by the Contractor to perform services for the areas.
- b. An identification of Sub-contractors stating the Contractor's proposed percentages and scope of work for each sub-contractor who will contribute toward completion of the contract Scope of Services.

3. Organization and Approach

- a. Describe the roles and organization of your proposed team for this project. Indicate the composition and number of project staff, facilities available and experience of your team as it relates to this Project.
- b. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed. Describe how you will address energy efficiencies, your ability to model and verify energy savings, specifically focusing on use of electric equipment.
- c. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's scope of work as well as the length of employment with the proposing Contractor. Key members, especially the project manager, shall have significant demonstrated experience with this type of project.
- d. Provide prospective schedules for mowing, edging, hedging, litter removal, and herbicide, applications, according to the frequencies stated in the Standard of Services (Attachment B).

4. Description of Work

The proposal shall include a detailed Description of Work that complies with all requirements of Attachment B: Landscape Standard of Services based on areas defined by Litter Pickup Frequency Schedule (attached hereto and incorporated herein as Attachment A).

5. Exhibit A Proposal Sheet

Contract price paid as listed in Exhibit A shall include labor, materials, and equipment, meeting all the requirements in this RFP and all incidental work. Specifically, payments shall include, but are not limited to, the following:

- a. Labor to maintain Litter Pickup Frequencies as outlined in Service Areas and Litter Pickup Frequency Schedule (Attachment A); and
- b. Labor to maintain all Service Areas to the Standards outlined in the Standard of Services (Attachment B); and
- c. Equipment as required to maintain all Service Areas; and
- d. Materials to be included per the Standard of Services (Attachment B).

6. Contract Agreement

- a. The City of South San Francisco agreement shall be used, Attachment C, attached hereto and incorporated herein, is the City's standard agreement. Proposers interested in responding to this RFP should be prepared to enter into the agreement under its standard terms, meet its standard requirements, and provide required insurance; and
- b. Contractor shall submit with proposal a specific list of any issues with the City's Agreement, in particular the insurance requirements.

VI. EVALUATION OF PROPOSALS

1. Evaluation Criteria

The services contract may or may not be awarded to the lowest responsible Proposer. When selecting the Contractor, the skill and ability of the entity or person performing the landscaping maintenance services is a key component of the selection criteria. The City will select a contractor based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the landscaping maintenance services required. Cost will be only one factor in determining the selection.

Evaluation of the proposals will be based upon all of the following factors:

- a. Cost of providing the entire scope of work.
- b. Ability to demonstrate completion of a satisfactory schedule complete the project based off scope of services in Attachment A and B.
- c. Contractor's demonstrated experience, reliability and qualifications in completing projects of a similar type.
- d. Demonstration of knowledge pertaining to current trends, laws, and maintenance techniques to promote sustainable landscapes.
- e. Size of labor force allocated to this project.

The above criteria should be addressed by the Proposer in its response to this RFP.

2. Evaluation Process

Representatives from the City will review and evaluate the proposals. All proposals will be evaluated based on the following scoring system:

Evaluation Criteria	Maximum Points Available
a. Cost of providing the entire scope of work.	15

b. Ability to demonstrate completion of a satisfactory schedule complete the project based off scope of services in Attachment A and B.	20
c. Contractor's demonstrated experience, reliability and qualifications in completing projects of a similar type.	20
d. Demonstration of knowledge pertaining to current trends, laws, and maintenance techniques to promote sustainable landscapes.	20
e. Size of labor force allocated to this project.	25
f. Total Maximum Points Available	100

Once the evaluations of proposals are completed, the City, at its sole discretion, may choose to conduct interviews with any number of the highest ranked proposers. The City reserves the right to select a proposal without conducting interviews. Proposers may be asked to submit additional documentation at or after the interview stage. If the City chooses to conduct interviews, the review panel members will score the interviews based on the previously listed evaluation criteria chart above.

If a final Contractor is identified, it will be to the most qualified respondent with whom City is able to successfully negotiate the compensation and terms and conditions of any and all agreements. If the City is unable to negotiate a satisfactory agreement, with terms and conditions the City determines, in its sole judgment, to be fair and reasonable, the City may then commence negotiations with the next most qualified candidate in sequence, until an agreement is reached or determination is made to reject all submittals.

Once a determination is made based on the evaluation of proposals, references, and interviews (if conducted), staff will make a recommendation to the City Council, who will award the project. Please note that final selection of the Contractor, the terms and conditions of any and all agreements, and authority to proceed with these services, and final award of the services contract shall all be at the sole discretion of the City Council.

VII. CONDITIONS OF PROPOSAL ACCEPTANCE

This RFP is not an offer by the City to contract with a proposer and does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this RFP, or to procure or contract for any services. The City reserves the right to cancel, extend or revise, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. The City reserves the right to waive any minor irregularities or informalities contained within this RFP, negotiate with any qualified source or to cancel the RFP in part or whole; and/or reject any or all proposals received as a result of this request. If the City cancels, extends or revises this RFP, all RFP holders of record will be notified in writing via the OpenGov project portal. The City reserves the right to request additional information and/or clarifications from any or all responders to this RFP. All proposals and material submitted will become the property of the City of South San Francisco and public record. None of the submitted materials will be deemed confidential or proprietary.

The City of South San Francisco reserves the right to award in whole or in part, by item or group of items, by section or geographic area, when such action serves the best interest of the City. The City and Contractor may agree to add additional areas to the contract by mutual agreement at a later date. The City may elect to stop work at any time in the contract and will pay for work completed to that point on a time and material basis.

VIII. CITY REQUIREMENTS

The Contractor that is selected for this work will be required to maintain insurance, including worker's compensation insurance, public liability insurance in the amount of \$1,000,000 with City required endorsements, and professional liability insurance. See Attachment C for the standard insurance and indemnification clauses from the City's agreement.

IX. APPLICABLE STANDARDS

All services required hereunder shall be performed in accordance with guidelines, regulations, policies, procedures, manuals, and standards of the State of California, City of South San Francisco, and the standards outlined in the Standard of Services (Attachment B).

X. ATTACHMENTS

The following attachments are incorporated herein and made a part of this RFP:

Attachment A – Service Areas and Litter Pickup Frequency Schedule

Attachment B – Standard of Services

Attachment C – City of South San Francisco Landscaping Services Agreement

Attachment D – References, Contract Labor Summary, and Identification of Subcontractor

ATTACHMENT A

SERVICE AREAS AND LITTER PICKUP FREQUENCIES

Perform the scope of work for **LANDSCAPE MAINTENANCE SERVICES** in place, and in accordance with the Service Areas and Litter Pickup Frequencies below, and with the Standard of Services (Attachment B). See key below for notes. In the event of a conflict in or inconsistency between the terms of this Attachment and the Standard of Services (Attachment B), the Standard of Services shall prevail.

BID ITEM	DESCRIPTION	FROM	TO	LITTER PICKUP SERVICE FREQ.	IRRIG. TYPE	NOT ES	MONTHLY RATE	ANNUAL COST
1	West Park 1 & 2	Common Greens		52	A		\$9887.01	\$118,644.12
2	Greenview Commons	Common Greens		52	A		\$1,742.55	\$20,910.60
3	West Park 3	Common Greens		52	A		\$14,639.61	\$175,675.32
4	Willow Gardens	Common Greens		52	A		\$1,745.88	\$20,950.56
5	Stonegate	Common Greens		52	A		\$1,745.88	\$20,950.56
TOTAL BASE BID PRICE:							\$29,760.93	\$357,131.16

Key to Service Area Notes:

Service Frequency: Minimum frequency of litter removal.

- 4 Quarterly Service (4 times per year)
- 12 Monthly Service (12 times per year)
- 26 Bi-weekly Service (26 times per year)
- 52 Weekly Service (52 times per year)

Irrigation Type: Type of control system.

A Automatic.

Irrigation schedule shall be coordinated with the City.

M Manual.

Contractor shall be responsible for turning system on and off as required for proper irrigation.

N No irrigation system.

City will provide water wagon service as requested by contractor.



GOTHIC LANDSCAPE

REQUEST FOR PROPOSAL:

Landscape Maintenance Services

Right-of-Way

The City of South San Francisco

Thursday, May 28, 2026

05/28/2026

Joshua Richardson, Parks Manager
South San Francisco Corporation Yard
550 North Canal Street
South San Francisco, CA 94080

RE: RFP for Landscape Maintenance Services – Right-of-Ways

Dear Mr. Richardson and City of South San Francisco:

Thank you for the opportunity to submit our proposal for Landscape Maintenance Services – Right-of-Ways for the City of South San Francisco. Gothic Landscape Maintenance Division is pleased to provide specialized landscape maintenance services for the City's Right-of-Ways areas, including medians, islands, rights-of-way, and HOA landscape areas identified within the RFP.

Gothic Landscape Maintenance Division provides comprehensive landscape maintenance services supported by experienced horticultural supervision, water management expertise, sustainable maintenance practices, and responsive client service.

In accordance with the RFP requirements, we acknowledge the following:

- Gothic Landscape Maintenance Division agrees to enter into the City of South San Francisco Landscaping Services Agreement included as Attachment C and will adhere to all scope of work requirements identified in the RFP documents.
- We have reviewed and understand all RFP documents, including Attachments A through D and all issued addenda.
- This proposal shall remain valid for ninety (90) calendar days from the date of proposal submission.
- Gothic Landscape Maintenance Division is properly licensed to perform the work described in this RFP.

Gothic Landscape Maintenance Division

160 Demeter Ave
East Palo Alto, CA 94303

Primary Contact:

Ryan Ferrara
Strategic Growth Manager
408.332.3545
ryan.ferrara@gothiclandscape.com

We appreciate your consideration and welcome the opportunity to partner with the City of South San Francisco on this project. If you have any questions or require additional information, please contact us at any time.

Sincerely,

Ryan Ferrara
Strategic Growth Manager
Gothic Landscape Maintenance Division

COMPANY OVERVIEW

Founded in 1984, Gothic Landscape has remained a proud, family-owned and operated company from day one. The name “Gothic” originates from Gothic Avenue in Los Angeles’ San Fernando Valley, where the Georgio family launched the business. Over the past 40+ years, Gothic has grown into the largest privately held landscape company in the nation, serving clients across California, Arizona, and Nevada with full-service capabilities. Today, our extended family includes more than 2,500 dedicated landscape professionals, united by a shared commitment to quality, safety, innovation, and environmental responsibility.

Name: Gothic Landscape

Address: 2520 Pulgas Ave. East Palo Alto Phone Number: 661-678-1400

Website: www.gothiclandscape.com CA Contractors License-C27-873902 Federal Tax ID- 56-239932

2500+
Employees

95%
Client Retention

18 yrs
Avg. Mgmt. Tenure

9.63/10
Client Satisfaction

A Team of Experts Committed to You



Horticultural Services



Water Management



Sustainable Programs



Arbor Care



Environmental Restoration



Construction & Install



Design & Life cycle Management

ATTACHMENT D

RECENT LANDSCAPE MAINTENANCE SERVICE CONTRACT WITHIN THE LAST THREE (3) YEARS

Company Name and Address	Contact Person and Phone Number	Type of Work and Square Footage	Contract Amount
Hudson Pacific	Michelle Mariona Senior Director, Operations MMariona@hudsonppi.com	Commercial Class A 5.2 million sq ft	\$834k+
Gateway of Pacific BioMed	Monique Adley Director, Operations Monique.Adley@biomedrealty.com	Commercial Class A 2.2 million sq ft	\$300K+
CSUMB Campus	Tammy Marquez Facilities Management tamarquez@csumb.edu	Campus Institutional/Various Locations 61.1 million sq ft	\$430k+

Labor Force Allocation and Service Delivery Plan

Gothic Landscape has developed a dedicated staffing and service delivery program specifically for the City of South San Francisco's Right-of-Way Landscape Maintenance Services contract. Our proposed workforce allocation is designed to meet or exceed all maintenance frequencies, quality standards, irrigation requirements, litter removal schedules, weed abatement requirements, and Integrated Pest Management (IPM) obligations identified in Attachment A and Attachment B.

To provide consistent service across all medians, islands, parkways, and right-of-way landscape areas, Gothic Landscape will assign a dedicated team consisting of:

This labor allocation provides sufficient staffing capacity to perform all routine landscape maintenance activities while maintaining flexibility to address seasonal growth patterns, irrigation needs, weed abatement activities, emergency response requirements, and quality control inspections.

Service Delivery Approach

The assigned maintenance crews will perform all landscape maintenance activities in accordance with the frequencies and standards established in Attachment B. Services include mowing, edging, litter removal, shrub and groundcover maintenance, irrigation inspections, weed control, hardscape weed management, debris removal, and right-of-way weed abatement.

Service Requirement	Frequency	Gothic Landscape Delivery Method
Turf Mowing	Weekly during active growing season and as needed thereafter	Scheduled route-based mowing program utilizing commercial mowing equipment
Turf Edging & Trimming	Concurrent with each mowing cycle	Mechanical edging and detailed trimming around hardscape, utilities, and landscape features
Litter & Debris Removal	Per Attachment A frequencies	Dedicated route inspections and cleanup of trash, debris, leaves, and landscape waste
Irrigation Inspection	Weekly	Certified Irrigation Technician inspections, sprinkler adjustments, repairs, and water management monitoring
Shrub & Groundcover Maintenance	As needed	Horticultural pruning, clearance maintenance, sight-line management, and debris removal
Weed Control	Ongoing	Mechanical and chemical control utilizing City-compliant IPM practices
Herbicide Applications	Minimum twice annually and as required	Performed by a Qualified Applicator Certificate (QAC) holder in accordance with City standards
Right-of-Way Weed Abatement	Minimum three times annually and as directed	Mechanical weed abatement utilizing approved equipment and traffic control procedures

Irrigation and Water Management

Gothic Landscape recognizes the City's emphasis on water conservation and irrigation stewardship. Our Certified Irrigation Technician will conduct weekly inspections of irrigation systems to identify broken heads, coverage deficiencies, leaks, and operational issues. Minor irrigation repairs, nozzle replacements, riser adjustments, and sprinkler head maintenance will be performed as part of routine maintenance services. Irrigation deficiencies, vandalism, or larger system failures will be documented and reported promptly to the Parks Manager in accordance with contract requirements.

Integrated Pest Management and Sustainability

Gothic Landscape will implement a comprehensive Integrated Pest Management (IPM) program that emphasizes cultural, mechanical, biological, and reduced-risk chemical controls. All pesticide and herbicide applications will be performed by properly licensed personnel. Monthly chemical use reports, SDS documentation, and application records will be provided in accordance with City requirements.

To support the City's sustainability goals, Gothic Landscape utilizes battery-powered landscape equipment where operationally feasible to reduce fuel consumption, noise, and emissions while maintaining productivity and service quality.

Quality Assurance and Contract Oversight

The First Line Supervisor will conduct regular field inspections to verify compliance with all service frequencies and performance standards. In addition, Gothic Landscape's management team will perform periodic quality assurance audits to ensure all work meets contract specifications and City expectations.

Detailed work schedules, inspection reports, irrigation records, and maintenance documentation will be maintained throughout the contract term to ensure accountability and responsiveness. Any deficiencies identified by City staff will be corrected immediately and within the contract-required response timeframe.

Supplemental Resources

In addition to the dedicated maintenance team, Gothic Landscape provides access to specialized support divisions including Water Management, Arbor Care, Safety, Quality Control, Fleet Services, Construction, and Seasonal Enhancement Teams. These resources can be deployed as needed to support seasonal workload demands, emergency response situations, large-scale weed abatement efforts, irrigation audits, and landscape enhancement projects without impacting routine maintenance operations.

Through dedicated staffing, proactive supervision, rigorous quality control, sustainable maintenance practices, and the support of specialized service divisions, Gothic Landscape is confident that our proposed labor allocation and service delivery plan will consistently meet or exceed the City of South San Francisco's Right-of-Way Landscape Maintenance Service requirements.

CONTRACT LABOR SUMMARY

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

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

Proposer's Proposed Manpower

	Number of Personnel	Hours Per Week
1. First Line Supervisor of Landscaping Workers	1	40
2. Landscape and Groundskeeping Workers	5	200
3. Irrigation Technician	1	24
4. Pesticide Applicator	1	16
Total full-time positions proposed:	8	280

IDENTIFICATION OF SUBCONTRACTORS

Not less than fifty percent (50%) of the contract work shall be done by the prime contractor.

Further, the Contractor shall not, without the consent of the City of South San Francisco, either:

- (a) Substitute any person or subcontractors in place of the subcontractors designated on his original proposal.
- (b) Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the proposal.

Should the Consultant violate any of the provisions of this Identification of Subcontractors form, it shall be deemed a violation of this Agreement, and the City of South San Francisco may cancel the Agreement.

Portion of Work	Subcontractor Name & License Number	Location and Place of Business	% of Work
Pest Control (Supplemental)	Smith's Pest Management License # 8261	San Jose, CA	2%

ORGANIZATION & APPROACH

The Gothic Landscape team for the City of So. SF will be supported by Marlene Barneveld, Regional Manager and led by JJ Hubert, Market Manager. Marlene is a seasoned landscape professional with a degree in horticulture from the Massey University, New Zealand. She has 30+ years of experience in landscape management services with a strong emphasis on organic and sustainable environments. Marlene is a certified Bay-Friendly Landscape Maintenance Professional, Certified Bay-Friendly Landscape Designer, Certificated Sustainable Landscaping professional. She will be responsible for directing our on-site maintenance crews and support staff to adhere to the City's landscape maintenance needs and standards.

Marlene will provide project direction and support the landscape operations through her maintenance team & support service teams who consist of the following key service personnel:

Landscape Maintenance Team

- Branch Manager (Weekly)
- Production Team (Weekly)
- Account Manager/On-site Supervisor (Daily)
- Irrigation / Water Manager (Seasonal/On Demand)
- Safety Officer (2x month)

Support Staff

- Tree Care Crews-
- Arborist
- Construction Crews
- Water Management
- Quality Control
- Technical Advisor
- Design Specialist

Landscape Management AND NOT JUST “MAINTENANCE”

Our strategy is to provide an integrated and collaborative approach. Our Account Manager will communicate constantly with the production crews and infrastructure support teams to ensure both efficiency and quality control. It is always our goal to be proactive as opposed to reactive in bringing issues to your attention before you have to bring them to ours. Our overall Landscape Management program also includes the following:

- Daily updating of “problem” report
- Weekly property reports
- Monthly comprehensive written report for inclusion in Board of Director packets
- Attendance at required Board of Director meetings (when necessary)
- Attendance on all site walks with management, at your direction

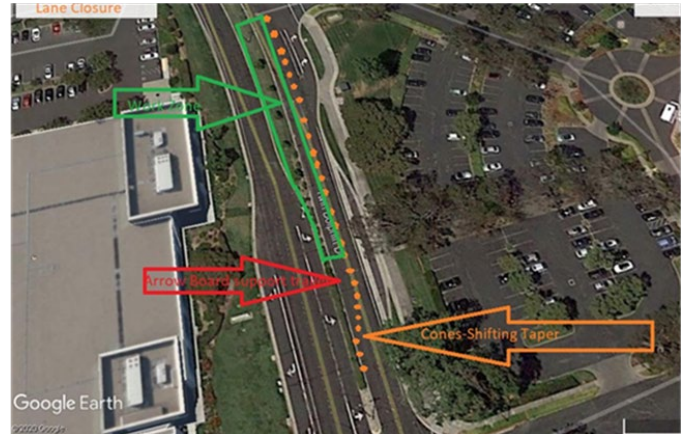
Safety Program

At Gothic Landscape, safety is not simply a program, it is a core value embedded in our culture and daily operations. Our commitment is to ensure every employee returns home safely each day while maintaining safe, attractive, and accessible public spaces for residents, visitors, and City staff.

Gothic Landscape maintains a comprehensive Injury and Illness Prevention Program (IIPP) and operates in full compliance with Cal/OSHA requirements and industry best practices. Safety performance is reinforced through active leadership involvement, continuous employee training, routine inspections, and proactive hazard mitigation.

Our safety program includes:

- Weekly crew safety meetings conducted in the field.
- Weekly companywide safety calls held every Monday to review safety performance, industry trends, and risk management initiatives.
- Tailgate safety training covering topics such as heat illness prevention, trip hazards, driver and cyclist awareness, water safety, bee and insect hazards, equipment operation, and seasonal risks.
- New employee safety orientation and job-specific training.
- Site-specific hazard assessments and safety checklists.
- Routine scorecard-based crew safety inspections.
- Ongoing review and improvement of safety procedures and field practices.



Public and Community Safety

The City of South San Francisco's landscape assets are located within active public environments that require constant attention to public safety. Gothic Landscape takes a proactive approach to identifying, correcting, and reporting potential hazards before they become liabilities.

Our field personnel routinely inspect for:

- Sidewalk and pathway trip hazards.
- Vegetation encroachment into pedestrian walkways.
- Sightline obstructions at intersections, roadways, and traffic control devices.
- Irrigation-related hazards and water accumulation.
- Unsafe site conditions caused by weather, vandalism, or unforeseen events.

Through ongoing training, routine inspections, employee engagement, and management oversight, we foster a culture where safety awareness becomes second nature. This commitment protects our employees, safeguards the public, preserves City assets, and supports the delivery of exceptional landscape maintenance services.

Sustainable Landscape Management

Gothic Landscape's sustainability approach aligns with the City of South San Francisco's commitment to environmental responsibility. We manage landscapes as living systems—balancing plant health, water use, and long-term resilience while supporting the overall function and quality of the property.

Operational Alignment

Our programs support core priorities:

- **Operational efficiency** — reduced inputs with consistent quality
- **Asset performance** — protecting plant material and infrastructure
- **Environmental responsibility** — lower emissions, reduced water use, improved ecological health

Sustainable Practices in Execution

Daily operations are driven by practical, site-based decisions:

- **Water-conscious management** through climate-responsive irrigation
- **Soil-first horticulture** to support plant health and longevity
- **Climate-appropriate plant management** to reduce stress and replacement
- **Bioswale stewardship** to maintain function and compliance
- **Low-impact operations** minimizing noise, emissions, and disruption

Accountability Through Performance

Gothic Landscape's sustainability practices are independently assessed through **EcoVadis**, a global standard that evaluates companies across environmental impact, labor and human rights, ethics, and responsible procurement.

Gothic was awarded a **Bronze Medal** based on how we operate as a business—measuring real performance, not stated intent.

To our knowledge, Gothic is **the only landscape maintenance firm in North America to achieve this level of independent sustainability recognition.**

This distinction reflects a level of accountability and operational alignment that goes beyond the landscape—directly supporting SSF's expectations for measurable, ESG-driven performance.



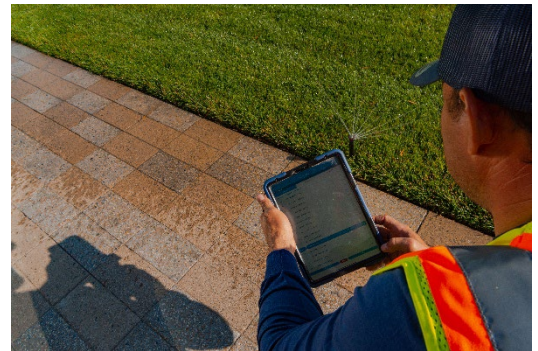
Industry Certifications

- ReScape Landscape Maintenance Professional
- ReScape Landscape Designer
- ReScape Qualified Professional (RQP) - Landscape Maintenance
- ReScape - Compost and Mulch Best Practices
- Certified Landscape Manager – Exterior
- ISA Certified Arborist
- ISA Tree Risk Assessment Qualified
- Accredited Green Roof Professional (GRP), Green Roofs for Healthy Cities
- ReScape Qualified Professional – Landscape Maintenance
- Qualified Water Efficient Landscaper (QWEL) Certification
- California Native Plant Certified Landscaper
- ReScape Green Stormwater Infrastructure Bioretention Maintenance
- Sustainable Horticulture Certification
- Sustainable Landscape Design
- LEED Certified
- Qualified Applicators License (QAL)
- Qualified Applicators Certification (QAC)



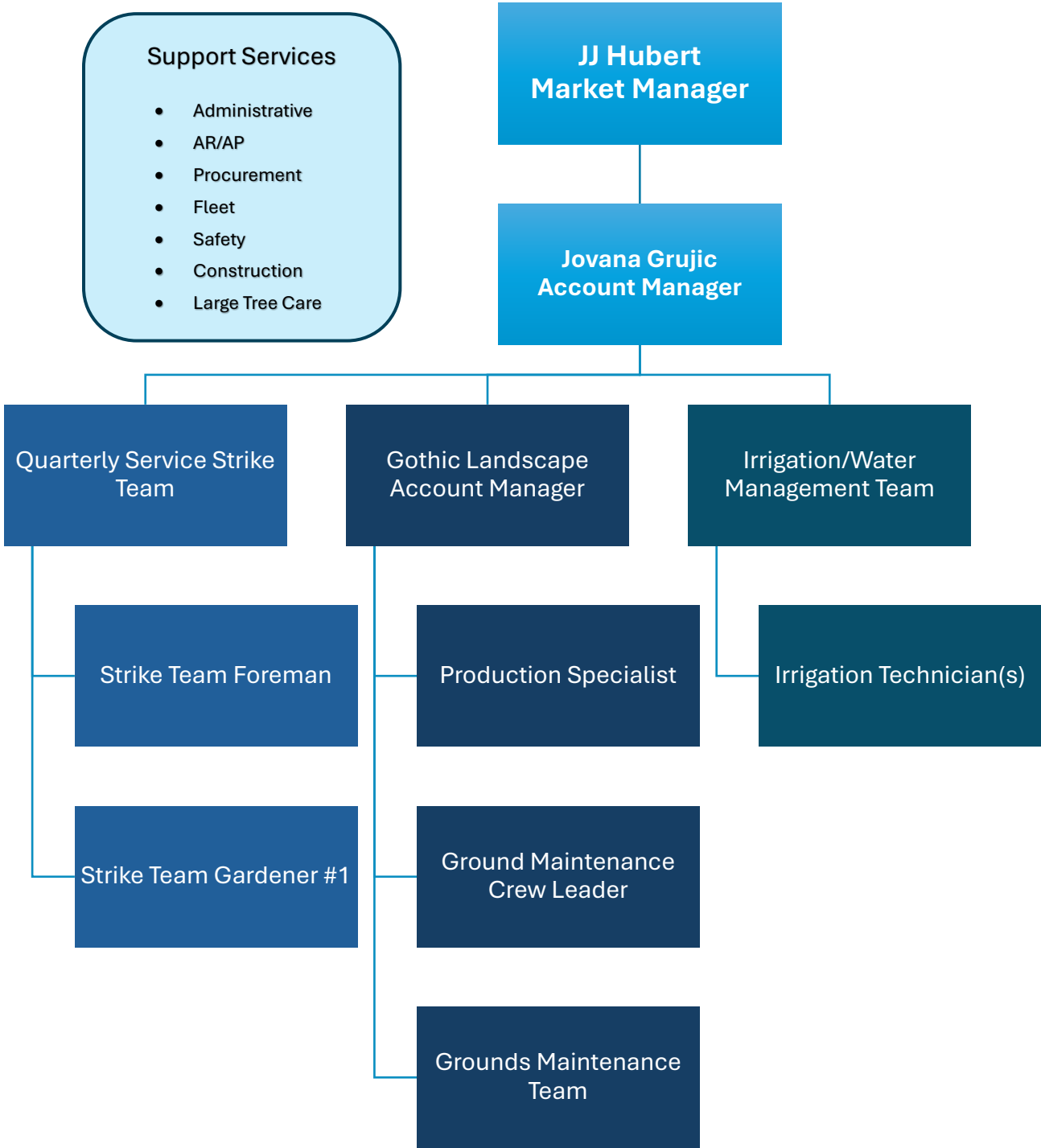
Water Management Certifications

- Certified Irrigation Contractor (CIC)
- Certified Irrigation Technician (CIT)
- Certified Irrigation Designer (CID)
- Certified Landscape Irrigation Auditor (CLIA)
- EPA WaterSense Partner
- Qualified Water Efficient Landscaper (QWEL) Certification
- Certified Backflow Assembly General Tester
- Certified Cross-Connection Control Specialist
- Certified Water Conservation Manager – Landscape
- Certified Agriculture Irrigation Specialists



Approach/Mindset

Approach	Outcomes
• Transparency/ collaboration • Flexibility/ Adaptability • Specialty Teams/ Cross Divisions	• Landscape Performance/ Sustainability • Landscape Resiliency & longevity • Asset Preservation & Risk Mitigation • Achieve a balanced program-E.A.E- Economic, Aesthetic & Ecological



Key Staff

Name & Title	Summary	Qualifications
Nada Duna Chief Operating Officer	Nada brings over 35 years of industry experience with a strong foundation in horticulture, pest control, and environmental sustainability. She leads with deep technical knowledge and a strategic focus on operational excellence.	• Master of Science, Pathology & Entomology • Bachelor of Science, Horticulture, American University of Beirut • Certificate in Ornamental Horticulture, Cal Poly SLO • Pest Control Advisor since 1989 • Member of USGBC & Joint Venture Silicon Valley Water Conservation • 35+ years of industry experience
Marlene Barneveld Regional Manager, NorCal	Marlene is a seasoned landscape professional with more than 30 years in the industry, specializing in sustainable landscaping and horticultural management across Northern California.	• Bachelor of Science, Horticulture, Massey University, New Zealand • ReScape Landscape Maintenance Professional • ReScape Landscape Designer • Certificate in Sustainable Landscaping, Sonoma State University • Qualified Applicator License, CA Dept. of Pesticide Regulation • 30+ years of industry experience
JJ Hubert Market Manager	JJ combines strong academic grounding in plant sciences with practical expertise in water management and landscape operations for large-scale commercial portfolios.	• Bachelor of Science, Agriculture & Environmental Plant Sciences, Cal Poly San Luis Obispo • Certified Reclaimed Water Site Supervisor • Member of IA & NALP • PLANET-Certified Landscape Manager – Exterior • Qualified Applicator License, CA Dept. of Pesticide Regulation • 15+ years of industry experience
Jovana Grujic Account Manager	Jovana combines technical expertise in plant health and pest management with a customer-focused approach to landscape management. Her strong educational background and industry experience help clients maintain healthy, sustainable, and high-performing landscapes.	• Master of Science, Phytomedicine, University of Belgrade • Bachelor of Science, Agricultural Engineering, University of Belgrade • Qualified Applicator License, California Department of Pesticide Regulation • Landscape Maintenance Pest Control (Category B), California Department of Pesticide Regulation • Agricultural Pest Control (Category D), California Department of Pesticide Regulation • 5+ years industry experience
Eleazar Cruz Production specialist	Eleazar is an experienced landscape professional with a strong background in field operations, equipment management, and California native horticulture. His hands-on expertise and commitment to safety help ensure the successful delivery of high-quality landscape services.	• 10 Years of Landscape experience • Certified CPR • Certified landscape equipment operator • Strong CA native horticulture background
Victor Cruz Water Manager, NorCal	Victor brings a strong blend of technical education and field experience, focusing on irrigation efficiency, water management, and construction technology.	• Bachelor of Science, Information Technology, University of Phoenix • Associate of Science, Construction Management & Technology, San Jose City College • Certified Irrigation Technician • Certified Irrigation Auditor • Certified Irrigation Contractor • Irrigation Association Member • WaterSense Partner, EPA • 25+ years of industry experience
Tony Fagnoli Regional Construction Manager	Tony is an accomplished construction manager and arborist with three decades of leadership in landscape construction, design, and sustainability practices.	• Bachelor of Science, Ornamental Horticulture, The Ohio State University • ReScape Certified Landscape Designer • WaterSense Certified – Qualified Water Efficient Landscaper • ISA Certified Arborist • 30+ years of industry experience
Ronny Avevalo Safety Directo	Ronny is a seasoned safety leader with more than 25 years of experience in occupational safety, risk management, and workers' compensation administration. His leadership focuses on regional safety oversight, claims management, regulatory compliance, and employee well-being.	• U.S. Navy Veteran • 25+ years of safety industry experience • Safety professional since 1998 • Joined Gothic Landscape in 2006 • Completed numerous OSHA certification programs • California Workers Compensation Claims Administrator Program • Currently pursuing California Workers Compensation Claims Professional designation • Oversees regional safety teams and company-wide safety initiatives

Contract Agreement

If Gothic Landscape is selected and award the landscape contract, we will execute agreement (attachment E) with no changes or addendums. We agree to comply with all terms, scopes and insurance and bonding requirements necessary to execute this agreement between Gothic Ground Management Inc. and the City of South San Francisco.

ATTACHMENT B STANDARD OF SERVICES
CONTENTS
Landscape and Right of Way Maintenance

Landscape Maintenance Services for Streets, Parkways, Landscape Maintenance Services for Streets, and Parkways, with the City of South San Francisco under terms and conditions of the RFP for Landscape Maintenance Services, dated May 15, 2026. In the event of a conflict in, or inconsistency between, the terms of this Attachment and the Service Areas and Litter Pickup Frequencies (Attachment A), the Standard of Services shall prevail.

Table of Contents

1. Location
2. Scope of Work
3. Proposal Questions
4. Safety Program
5. Traffic Control
6. Quality of Work
7. Scope of Responsibility
 - a. Plants
 - b. Emergency Number
 - c. Clean-up
 - d. Vehicles
 - e. Cost Disclosure for Extra Work
8. Irrigation Systems
 - a. General
 - b. Water Requirements
 - c. Environmental and Land Use Stewardship Responsibilities
9. Nutrient Care Standards
10. Turf Care Standards
 - a. Mowing
 - b. Edging
 - c. Blowing, Vacuuming or Sweeping
 - d. Raking
 - e. Tree Wells
 - f. Pest Control in Turf Areas
11. Shrubs and Ground Cover Standards
 - a. Shrubs
 - b. Ground Covers
12. Right-of-Way Weed Abatement
 - a. Weed Abatement
 - b. Herbicide Application
13. Integrated Pest Management Program
14. Prosecution and Progress
15. Damage or Loss of Contractor's Supplies or Employer's Property

16. Property Damage
17. Definition of Terms
 - a. City
 - b. Director
 - c. Inspector
 - d. Parks Manager
 - e. Bidder
 - f. Contract
 - g. Contractor
18. Control of Work
 - a. Authority of the Director
 - b. Coordination of Plans, Specifications & Standard of Services
 - c. Superintendence
19. Legal Relations and Responsibility
 - a. Laws to be Observed
 - b. Trench Safety
 - c. Hours of Labor
 - d. Review of Per Diem Rates
 - e. Prevailing Wage
 - f. Travel and Subsistence Payments
 - g. Registration of Contractors
 - h. Permits and Licenses
 - i. Patents
 - j. Utilities
 - k. Contractors Cooperation and Coordination
 - l. Public Convenience
 - m. Public Safety
 - n. Preservation of Property
 - o. Responsibility for Damage
 - p. Contractor's Responsibility for Work
 - q. Portion of the Work Which May Be Placed in Service
 - r. No Personal Liability
20. Extra Work and Altered Quantities
 - a. Extra Work
 - b. Force Account Work
 - c. Alterations
21. Fair Employment Provisions
22. Employment of Apprentices
23. Inspections and Defaults
 - a. Inspection
24. Replacement and Extra Work
 - a. Replacement Cost to be Assumed by the Contractor
25. Miscellaneous Items
 - a. Concrete-Line Ditches
 - b. Fences
 - c. Gutters

- d. Landscape Mulching
 - e. Hardscape
- 26. Standards for Completed Weed Abatement Work
 - a. Abatement Quality
 - b. Complete Abatement
 - c. Litter Removal
 - d. Hand-cleaning of Lots
 - e. Mowing

CITY OF SOUTH SAN FRANCISCO
LANDSCAPE MAINTENANCE SERVICES AGREEMENT FOR
STREETS, PARKWAYS, AND RIGHT OF WAYS

1. Location

The locations of all the street and parkway median landscapes and all Common Greens landscapes to be maintained are listed in Attachment A, Service Areas and Litter Pickup Frequencies.

2. Scope of Work

A. The scope of work includes furnishing all labor, materials and tools necessary to maintain all ornamental planting, including, but not limited to lawns, groundcovers and shrubs (trees are excluded); safety zones, drainage facilities, weed control on median hardscapes, poles, posts, wire, irrigation sprinkler heads, lateral lines up to the valves (not including valves or water mainlines downstream of the water meter), public walkways, existing in the defined landscape areas, including the cost of necessary repairs, replacements, care, supervision, and any and all other items necessary for the proper maintenance and operation thereof, in accordance with the standard specifications of the State of California, City of South San Francisco, and these specifications.

B. The work does not include repairs and maintenance of lighting systems, gates, benches, railings, homeowner fences, walls, sidewalks and curb and gutter (except weed control), irrigation clocks, and trees.

3. Proposal Questions

Questions regarding the RFP must be submitted by 12:00PM on May 29, 2026 and submitted via the OpenGov portal.

4. Safety Program

A. The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety and to all requirements as set forth in the State of California Construction Safety Orders (Cal/OSHA).

B. Full compensation for complying with the safety requirements of this Section is considered to be included in the prices paid for the various contract items of work and no separate payment shall be made therefore.

5. Traffic Control

The Contractor shall furnish, install and maintain all signs, barricades, traffic cones and other warning devices for the purpose of traffic control. Such devices and their installation shall conform to Caltrans' "Manual of Traffic Controls, Warning Signs, Lights, and Devices for Use in Performance of Work Upon Highways."

6. Quality of Work

The Contractor shall ensure that all work provided in these Specifications and the Agreement entered into between the City and the Contractor is performed by fully qualified and experienced sub-contractors or personnel directly employed by the Contractor. The Contractor shall ensure that

the Contractor's and sub-contractor's employees shall be personally presentable and act with courtesy and good manners at all times. The Contractor shall be responsible for the skills, methods, appearance, and actions of Contractor's and sub-contractor's employees and for all work done. Contractor's employees performing work under this Contract shall be clearly identified as employees of the Contractor by uniform.

The Contractor shall instruct all the Contractor's and sub-contractor's employees that they are not required to respond to directions from City personnel other than the Parks Manager or his/her designated representative nor are they to respond from directions given by residents.

The Contractor shall perform all work provided in these Specifications and the Agreement entered into between the City and the Contractor under the direction and to the satisfaction of the Parks Manager or their designated representative, who may make inspections at any time and request that the Contractor perform additional work or services without cost to the City to bring Contractor's performance to the level required by the specifications in the Agreement entered into between the City and the Contractor. Re-inspection fees of \$100 may be imposed at the discretion of the City.

7. Scope of Responsibility

- A. **Plants** – Any plants that die or are damaged due to Contractor's negligence shall be replaced at the Contractor's expense, equal in plant size and conforming to the City Specifications and these Specifications. Replacement shall be made within fifteen (15) days from the date the defective plant is brought to the attention of the Contractor.
- B. **Emergency Number** – The Contractor shall be readily available by cell phone during work hours. This shall not be an answering machine. In addition, the Contractor shall provide the City with an emergency callout listing where he/she may be contacted after normal working hours, on weekends and holidays. Emergency calls shall be not be considered as extra work unless damage was caused by vandalism.
- C. **Cleanup** – It shall be the Contractor's responsibility to maintain the entire landscape maintenance area in a condition that is acceptable to the City. Cleanup shall be performed by the Contractor and shall include the removal of all trash, leaves, branches, excess soil, empty plant containers, grass cuttings, weeds, or any other debris that may accumulate at the site as a result of duties, natural causes, or minor incidental vandalism within the landscape facilities. Debris deposited in the landscape area by homeowners shall be the contractor's responsibility and is not considered as an extra charge.
- D. **Vehicles** – All vehicles used by the Contractor and his/her employees must clearly display the firm's name and/or logo. Any vehicles used for pesticide application must clearly display placards listing the pesticide being applied and the pesticide number. Placards must be visible to pedestrians and vehicles passing the area of application.
- E. **Cost Disclosure for Extra Work** – It shall be this Contractor's responsibility to furnish a completed pricing package. The Contractor will receive the package after Bid Award. The

Contractor will return the completed package in three (3) weeks after receipt.

The Contractor shall provide his foremen with copies of City Specifications and these Specifications. Foremen and workers are expected to have sufficient knowledge of both of these Specifications so that they can perform work in a correct expeditious manner.

8. Irrigation Systems

- A. General – The street and parkway areas have a variety of overhead, drip, manual and bubbler watering systems. It is the City's objective to actively pursue water conservation within the City's Maintenance Program. The Contractor can expect the administration of the irrigation specification to be closely monitored.
- B. Water Requirements – The Contractor shall be responsible for controlling the timing and scheduling of the irrigation controller. The Contractor shall have full responsibility to report to the city and ensure watering requirements are met within each landscape facility. Before beginning the maintenance program, the Contractor shall inspect all systems and report damage or incorrect operation to the City inspector. Damage (other than heads and risers) not resulting from the contractor's negligence shall be reported promptly to the owner's representative together with an estimate of costs for correction of the condition. City may, at its option, either authorize the contractor to make repairs at the agreed upon cost or make the repairs "in-house". Contractor's forces shall be capable of performing repairs, installations and modifications of existing irrigation systems to adequately irrigate all types of landscaped areas. Any repairs, installations and/or modifications done to the irrigation system will be tested upon completion to ensure proper irrigation operations. The Contractor shall ensure that:
 - (1) Sprinkler heads are in good operational order, filters are cleaned or replaced during yearly audit, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head components, and filter replacements will be considered as included in the contract price and no additional compensation shall be allowed therefore. Any replacements shall match existing equipment in GPM precipitation rate, pattern, and mechanical action.
 - (2) Main irrigation lines do not demonstrate leakage when all control valves are in the closed position. Main line repairs shall be performed by the City.
 - (3) Automatic controllers and electrical conductors are kept operational year round with maintenance and repairs made by the City.
 - (4) Any vandalism which occurs to the irrigation system shall immediately be reported to the Parks Manager to obtain approval to proceed with repairs. If approved by the Parks Manager, these repairs constitute extra work, which shall be completed within 7 working days. Failure to make repair within 7 workings days shall be reported to the Parks Manager and unusual problems reviewed at that time. Failure to report will convert the damaged irrigation to the fault of the Contractor.

- (5) Seasonal programming of controllers shall be performed by the City according to the watering rates and the clock settings for irrigation scheduling approved by the Parks Manager or their designee for each street and parkway landscape facility. All controller stations shall be labeled by in a legible manner inside each controller box. Labeling shall provide type of head employed, type of area covered, and location(s) by degrees of the compass.
- (6) Time and length of watering shall be adjusted by the City to the prevailing weather as well as to the time of day that has the least amount of wind. The City prefers watering time to be from nine in the evening to six in the morning.
- (7) Contractor shall ensure that all sprinklers are adjusted properly to avoid spraying on parked cars, streets, walkways, buildings, signs, and other property that may be damaged by water.
- (8) Manual watering shall be on the same day each week as agreed upon between the Parks Manager and the Contractor.
- (9) Plant material exhibiting signs of wilting due to lack of water shall warrant withholding of the monthly payment. Plant material which dies as a result of insufficient watering will be replaced by the Contractor at their expense (see replacement plant section).
- (10) Any pressure regulators, if present, shall be adjusted by the City to ensure optimum water delivery to the type of systems serviced.

C. Environmental and Land use Stewardship Responsibilities

General. The intent of these specifications is to contract for professional services that will assist in the stewardship of the street and parkway landscape facilities. It shall be the responsibility of the Contractor to report any resource deficiencies on the specified lands to the Parks Manager.

- (1) The seasonal water rate varies annually and it may be necessary for the City or the Contractor to make recommendations to modify and reschedule the seasonal watering program. "Schedule Changes" in the water cycle are included with the bid price.
- (2) Street and parkway facilities adjacent to on-going construction activity of future developments may receive damage to the landscape and irrigation system. The Contractor shall report the damage to the Parks Manager and may be directed by the Parks Manager to repair the same within seven (7) working days. This shall be considered extra work.
- (3) Any accelerated erosion on landscape facilities lands, including open space parcels, shall be immediately reported to the Parks Manager. Erosion fissures through the turf and/or groundcover areas caused by washouts from lateral line/head failure shall be repaired immediately at no extra cost to the City. Fissures caused by mainline failure

shall be repaired by the City.

9. Nutrient Care Standards

Fertilization shall be the responsibility of the City and the Contractor shall work with the City to identify areas of need.

10. Turf Care Standards

General. Turf, as an important aesthetic component of ornamental landscapes, requires a regular schedule of intensive care. A consistent green appearance and healthy growing conditions predominantly free of weeds must be maintained.

Routine maintenance and service shall include, as a minimum:

A. Mowing

- (1) Mowing shall be done weekly during the active growing season, and as needed at other seasons.
- (2) Only sharp, well balanced blades shall be used.
- (3) Grass height shall remain a consistent looking range between 3 and 2 inches. Bruising or rough cutting of grass will not be permitted. Mowers shall be adjusted and operated so that the grass is cut at a uniform height. "Scalping" of high places will not be permitted.
- (4) Tufts of grass in corners or other areas that are hard to reach with a mowing machine shall be mowed using a string line trimmer or clipped by hand.
- (5) Clippings shall not be caught and removed from lawn unless they are too unsightly for the particular location, or are lying in swaths which might damage the lawn. Wind rowing (if used) shall be done safely.
- (6) Clippings shall not accumulate on valve boxes, catch basins, or other utility boxes. These assets are to be kept clean and visible at all times.
- (7) Mow edges of turf with wheels of machine up on pavement, not against the edge of the pavement.
- (8) Inspect turf for rocks and debris before mowing.

B. Edging

- (1) All edges shall be trimmed at the same time mowing occurs to maintain a neat appearance. This trimming shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, shrubs, tree trunks, poles, guy wires, or any other object within or immediately adjacent to the lawn areas. This includes grass growing under wooden steps and benches in some areas.

- (2) The trimming shall be done by power edger, string trimmer, by hand tools or a combination of these tools. Approved weed killers may be permitted for use in trimming or edging around tree trunks upon written approval. String trimmers are not to be used around shrubs, trees, and any wooden hardscape features.
- (3) Trim around sprinkler heads as necessary to provide maximum water coverage.
- (4) Care shall be taken to avoid damage to tree trunks, shrubs, sprinklers, or other structures. Damage shall be reported to the owner's representative and repairs promptly made by the contractor.
- (5) After trimming, all trimmings and debris shall be raked off lawns, swept or blown off sidewalks and paved areas and disposed of. Debris shall not be raked or blown up against homeowner's fences or under their gates. Thick matted mud/turf edging shall be trimmed and removed from the site. This debris is not be left on lawns, landscaped areas, or sidewalks.
- (6) Edges of turf against all paved areas, around valve boxes, storm drains, and other utilities shall be kept neatly edged.
- (7) Special consideration shall be given to the safety of pedestrians in the area while edging.
- (8) Edging against fences and walls shall be sprayed neatly as a 12 inch band.

C. Blowing, Vacuuming, or Sweeping

- (1) All hardscape surfaces shall be blown free of clippings after every mowing and edging. Clippings, soil, and other debris shall be removed from site.
- (2) All hardscape surfaces shall be blown free of leaf litter and other debris on an as-needed basis (most often in fall months), and collected for removal from site. Again, debris shall not be raked or blown up against homeowner's fences.
- (3) Vacuuming or sweeping the debris is recommended over blowing.

D. Raking

- (1) To be performed on an as-needed basis to remove leaf litter from the turf (most often in the fall months)
- (2) Vacuuming or blowing may be employed instead of raking. Wind rowing (if used) shall be done safely.

E. Tree Wells

- (1) Tree wells in turf shall be maintained free of turf and weeds at all times.
- (2) A wide round well shall be maintained - at 3'-4' from the tree trunk or as wide as necessary to encompass all tree stakes and guys as well as the tree trunk.
- (3) Trees damaged by tools are subject to replacement by determination of the Parks Manager and at the contractor's expense.

F. Pest Control in Turf Areas

Lawn areas need to be closely monitored for the presence of moles, gophers, and/or ground squirrels. Treatment shall be weekly or daily (if required) until the problem is abated. It is imperative that methods used to eradicate any rodent problem be recommended by a pest control advisor, certified in license category D pursuant to Division 6 Chapter 6 of the Food and Agricultural Code, and approved by the County Agricultural Commissioner. No chemical poisons shall be used to control rodents. Mechanical (trapping) and fumigation (gassing) shall be the primary acceptable methods of control.

11. Shrubs and Ground Cover Standards

Shrub and ground cover areas shall be maintained so as to present a well-shaped, neat appearance to the public. Pruning frequency shall be performed on an as needed basis to control height and spread; to prune out dead and/or diseased foliage and branches; and to prevent line of sight obstructions to the travelling public. Pruning tools should be sharp and clean. The contractor shall ensure that appropriate tools are used for the various tasks. Listed are additional maintenance tasks, which the contractor shall be required to perform and should be included in the base bid.

A. Shrubs

- (1) Maintain a 24" wide space, unobstructed by vegetation, between existing shrubs and fences. Hold all shrubbery back from this line by pruning. Use University of California and I.S.A. (International Society of Arboriculture) standards for proper pruning cuts.
- (2) All pruning and trimming cuts must be made clean and at or just behind last shoulder rings. Any ragged shearing which results in any broken, stripped, pointed stubs or ragged bark edges is not acceptable and must be reworked. This type of pruning will result in a withheld payment until the work has been properly performed and the shrubs recovered.
- (3) Prune out any growth of suckering or water sprouting which abnormally protrudes from the shrub base or foliar canopy.
- (4) Trim foliage and branching along sidewalks, streets, retaining walls and houses to maintain a one-foot clearance.
- (5) Remove all trimmings from the job site the same day.

- (6) Growth regulators may be used only if approved by the Parks Manager or his/her agent. Damage to shrubs caused by chemical misapplication may serve as a justification for replacement if the plant suffers from a 50% loss of foliage.
- (7) At no time shall shrubs be pruned or sheared back to hard wood, where the foliage is completely removed on one or all sides, leaving an unsightly thicket of bare branches. Shrubs pruned in this manner will be subject to replacement at the contractor's expense. Therefore, it is recommended that the frequency of pruning cycles to control height and spread be adjusted to accommodate seasonal growth habits.
- (8) Remove all spent flower spikes on perennial shrubs such as agapanthus, echium, hemerocallis, acanthus, etc.
- (9) Shrub diseases and insect infestations must be identified by the contractor; reported to the Parks Manager, and controlled in a timely manner. Reapplications of control methods may be required. Losses associated with the contractor's negligence in either identifying or controlling a disease or pest shall be the contractor's responsibility to replace or repair.

B. Ground Covers

- (1) Shall be neatly trimmed to maintain a one foot clearance from all walls, fences, turf, walkways, curbs, and shrub trunk/crowns. Removal of ground covers from the shrub base must be performed by hand using hand held equipment. Clearing ground cover (mostly Ivy and Blackberry) from creeping growth in shrubs shall be inspected and removed on a monthly basis. No damage to the trunk or branch tissue (cambium) of the shrubs will be allowed.
- (2) Weeds (grass and broadleaf) growing in the ground cover areas may be sprayed with selective herbicides; however, the dead vegetation must be removed by hand. Weed removal by string trimmer is not allowed.
- (3) Hypericum ground cover shall be mowed to ground level once a year, during the month of February. The bed areas should be raked clean and the debris exported.
- (4) Kurapia ground cover shall be mowed once a year, typically November, to a height of 4" when flower heads have died and only upon instruction from the Parks Manager or a representative of the Parks Department.
- (5) Debris (trash, bottles, etc.) removal from the ground cover areas must be performed as designated for each area's minimum frequency for litter removal. It is the contractor's responsibility to review the sites and allocate sufficient manpower to accomplish this task.
- (6) Ground cover diseases and insect infestations must be identified by the contractor; reported to the Parks Manager, and controlled in a timely manner. Reapplications of

control methods may be required. Losses associated with the contractor's negligence in either identifying and/ or controlling a disease or pest shall be the contractor's responsibility to replace or repair.

12. Right-of-Way Weed Abatement Standard

A. Weed Abatement

- (1) Weed abatement shall occur at a minimum of three (3) times per year, unless noted differently in Attachment A – Service Areas and Litter Pickup Frequencies, or as needed when deemed necessary by the Parks Manager or an appointed Parks Department representative.
- (2) Weed abatement work shall be performed by string trimmers, flail mowers, or other similar mechanical devices as well as appropriate hand tools such as gardening hoes, McLeods, weed wrenches, loppers, and similar hand held tools.
- (3) Vegetation shall be cut as close to the ground as possible and if not able to achieve ground-level, remaining vegetation shall be left no higher than 3”.
- (4) Landscaping vegetation shall not be damaged by mechanical means. These desirable plants shall have weeds growing underneath/within them, removed by hand. Tree trunks shall not be damaged by string trimmers or other mechanical means. Any damage that occurs from mechanical means, and causes a plant to decline, die, or compromises the future of the plant, shall be replaced at the contractor's expense.
- (5) All cut vegetation shall be blown or otherwise removed from paved roadways, sidewalks, bike lanes, or similar paths of travel. Vegetation shall also be blown or removed within 3' from the edge of roadways to prevent wind from blowing debris into the road way.
- (6) Work shall be performed in a responsible manner with awareness to vehicle proximity and operating mechanical equipment at appropriate speeds to avoid vehicle damage (IE: throwing rocks with string trimmers or mowers) Any damages caused by such negligence will be at the expense of the contractor and the City will hold no responsibility for repairs or reimbursement.
- (7) When performing this work appropriate traffic control shall be used; dictated by speeds travelled on the roads where the work is being performed. The traffic control methods shall be executed in accordance with “Part VI Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility, and Incident Management Operations.”

B. Herbicide Application

- (1) When selective or non-selective herbicides are used the label shall prevail in determining chemical rates and application methods to be used. At no time shall any

chemical be applied when winds are in excess of 10 mph or are deemed to be strong enough to cause potential drift onto non-target sites.

- (2) Applications shall be made twice (2) a year and shall follow mechanical weed abatement efforts once new young leaves have sprouted and are susceptible to foliar application. Ideally, applications of post-emergent and pre-emergent shall be made before the first rains of the season and within two weeks of the last rain of spring, as weather permits. This application frequency will reduce regrowth and seed germination and reduce future maintenance activities.
- (3) All herbicide applications shall be made by an applicator that holds a current Qualified Applicator Certificate (QAC).
- (4) All herbicide applications shall avoid drift and overspray onto desirable landscape plants. Any “non-target” plants that show or die from chemical damage shall be replaced at the expense of the Contractor.

13. Integrated Pest Management Program

The Contractor shall act as or coordinate with a licensed specialist to identify any Pest management problems that may arise in the street and parkway landscapes.

The Contractor shall be familiar with various integrated pest management (IPM) programs. The Contractor is required to develop and adopt an IPM plan that complies with an IPM plan consistent with the IPM-based hierarchical decision making process (established by Provision C.9.d, of Water Board Permit No. R2-2009-0074, Municipal Regional Stormwater NPDES Permit) and the City-approved IPM Policy to effectively eradicate any diseases or pests which develop during the duration of this contract. The development and execution of the IPM program shall be the responsibility of the Contractor and will not be considered extra work.

The Parks Manager will request to see any or all labels, licenses, certificates, categories, permits or recommendations before chemicals are applied. An IPM plan developed by the Contractor may have to be approved by the Parks Manager and the County Agricultural Commissioner before implementation. Monthly chemical use reports shall be submitted to the Parks Manager on the 1st Monday of each month for the previous month’s use. A SDS must be submitted for each chemical to be used prior to any application program.

Familiarity and adherence with the City of South San Francisco’s IPM plan is required.

A. IPM techniques should include:

- (1) Biological controls
- (2) Physical or mechanical controls
- (3) Cultural controls
- (4) Reduced risk chemical controls

Prior to application, the Contractor shall provide a copy of any spray report showing details of areas, times, chemicals, SDS, and rates of application as provided by a licensed pest

control advisor. A copy shall be provided with billing at the end of the month as well.

- B. The Contractor shall provide the County Agricultural Commissioner's office (as required by law) a monthly record of all pesticides used in the street and parkway landscape facilities. A copy of the same report shall be included with the Contractor's monthly billing to the City. Column "F" of the standard monthly report to the Commissioner shall indicate that a chemical has been used on a South San Francisco facility. Indicate also the types of weeds treated using common names.
- C. The Contractor shall use Re-scape CA methods, guidelines, and techniques when performing IPM.

14. Prosecution and Progress

Progress of the Work and Time for Completion – The Contractor shall begin work on July 1, 2026.

15. Damage or Loss of Contractor's Supplies or Employer's Property

The City does not assume liability from fire, theft, accident or any other cause resulting in damage or loss of contractor's supplies; materials or equipment, or of personal property or belongings of their employees.

16. Property Damage

- A. Any private property of City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the owner's representative, and shall be rectified in an approved manner back to its former conditions, prior to damage, to the contractor's expense.
- B. Any damage or unusual dumping noted, or seen, by the contractor, that has 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 owner's representative. Particularly, all hazardous conditions such as holes in sidewalks shall be reported.

17. Definition of Terms

- A. City – The City of South San Francisco, State of California, acting through the City Council, or other duly authorized agents.
- B. Director – The duly appointed Director of Parks and Recreation of the City of South San Francisco, acting directly or through properly authorized agents limited by the particular duties entrusted to them.
- C. Inspector – The Parks Manager or his/her appointed representative, of the City of South San Francisco, limited by the particular duties entrusted to him or them.
- D. Parks Manager – The Parks Manager or his/her appointed representative, of the City of South San Francisco, acting directly or through properly authorized agents.

- E. Bidder – Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through properly authorized agents.
- F. Contract – The written agreement covering the performance of the work. The contract includes Statement of Qualifications, the notice to bidders, the proposal, general and special provisions, contract bonds, and all supplemental agreements affecting the work.
- G. Contractor – The person or persons, firm, co-partnership, or corporation who have entered into the contract with the City, or his, their or its duly authorized representative.

18. Control of Work

- A. **Authority of the Director** – The Director shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation. His/Her decision shall be final and he/she shall have authority to enforce and make effective such decision and orders as the Contractor fails to carry out promptly.
- B. **Coordination of Plans, Specifications, and Standard of Services** – These specifications, standards of service, plans and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe and to provide for a complete work.
- C. **Superintendence** – Whenever the Contractor is not present on any part of the work where it may be desired to give direction, orders will be given by the Director, which shall be received and obeyed by the Parks Manager or foremen in charge of the particular work in reference to which the orders are given.
 - (1) Inspection – The Director shall at all times have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials used and employed in the work.
 - (2) Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the Director so that proper inspection may be provided.
 - (3) The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Director and accepted or estimated for payment.
 - (4) Removal of Defective and Unauthorized Work – All work which has been rejected shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed him for such removal or replacement.

Any work done beyond the lines and grades shown on the plans or established by the Director, or any extra work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered removed at the Contractor's expense. Upon failure on the part of the Contractor to comply forthwith with any order of the Director made under the provisions of this article, the Director shall have authority to cause defective work to be removed, and to deduct the costs from any monies due or to become due the Contractor.

- (5) **Emergency Repair Work** – If an emergency arises by reason of the contractor's negligence or failure to adequately prosecute the work, and the contractor is unable to respond adequately in the opinion of the Director of Parks and Recreation or designee after being served notice or an attempt has been made to serve notice, the owner may use its own forces to remedy the situation and the contractor shall promptly pay the owner's demand for compensation therefore.

19. **Legal Relations and Responsibility**

A. **Laws to be Observed** – The Contractor shall keep himself/herself fully informed of all existing and future State and National Laws, including all provisions of Section 1776 of the Labor Code, and Municipal Ordinances and Regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He/she shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees. In addition, the Contractor shall meet all standards of the State and Federal Government for air, water and noise pollution. The Contractor shall inform the City of the location of the records enumerated under Section 1776 (a) of the Labor Code, including the street address, city and county, and shall within five working days, provide a notice of a change of location and address.

If there is any conflict between these specifications and provisions and any laws or regulations, the matter shall be brought to the attention of the Director of Parks and Recreation immediately. All necessary permits or approvals from any involved agency shall be obtained by the Contractor before any work is started.

B. **Trench Safety** – The applicable regulations of the State of California, Department of Industrial Safety, will be strictly enforced. Trenches five (5) feet or more in depth shall be shored to prevent cave in. Any shoring which, in the opinion of the Director, is unsafe shall be removed and replaced in a satisfactory condition prior to personnel entering the trench or placing of pipe or other facilities.

C. **Hours of Labor** – The Contractor shall forfeit, as penalty to the City of South San Francisco, twenty-five dollars (\$25.00) for each worker employed in the execution of the contract by him/her or by any subcontractor under him/her for each calendar day during which any workman is required or permitted to labor more than eight (8) hours in violation of the provisions of the Labor Code and in particular, Section 1810 to Section 1816 thereof, inclusive.

D. **Review of Per Diem Rates** – Reference is hereby made to the prevailing rate of per diem wages adopted by the City Council of the City of South San Francisco in accordance with Labor

Code Section 1770 et seq, copies of which are on file in the office of the City Clerk, City Hall, South San Francisco, California, and available for inspection by interested parties. If a petition is filed in accordance with Labor Code Section 1773.4 calling for a review of the rates as so established, the closing date for the submission of bids or the start of work, whichever is applicable shall be extended as in such section provided, and the determination made by the Director of Industrial Relations of the State of California shall be deemed included in the contract for this work.

E. Prevailing Wage – Where applicable, the wages to be paid for a day's work to all classes of laborers, workers, or mechanics on the work contemplated by this agreement shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, et seq. Each laborer, worker or mechanic employed by Consultant or by any subcontractor shall receive the wages herein provided for. The Consultant shall pay two hundred dollars (\$200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Consultant to each worker.

An error on the part of an awarding body does not relieve the Consultant from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770 1775. The City will not recognize any claim for additional compensation because of the payment by the Consultant for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Consultant.

Posting of Schedule of Prevailing Wage Rates and Deductions – If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Consultant shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

Payroll Records – Each Consultant and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant in connection with the public work. Such records shall be certified and made available upon request as required by Labor Code Section 1776.

F. Travel and Subsistence Payments – Travel and subsistence payments shall be made to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

G. Registration of Contractors – Before submitting bids, Contractors shall be licensed in accordance with the provisions of the Stat Contractors' License Law, Business and Professions

Code 7000 et seq. as amended.

H. Permits and Licenses – The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. A City of South San Francisco Contractor's license will be required before the contract is signed by the City.

I. Patents – The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, and agrees to indemnify and save harmless the City of South San Francisco, the City Council, and the Director, and their duly authorized representatives, from all suits at law, or actions of every nature for, or on account of the use of any patented materials, equipment, devices, or processes.

J. Utilities – The location in public streets of pipes, conduits and other underground facilities of the public utility companies and of the City may not be indicated on the plans. Bidders are instructed to apply to companies and City departments concerned for any information which may be needed concerning utilities. For all utility location requests contact USA (1-800-642-2444)

K. Contractor Cooperation & Coordination – The Contractor is advised that other construction and maintenance work may be performed by utility companies, the City and /or their Contractors in the project area concurrent with work performed under this contract. The Contractor shall be responsible for contacting the various utility companies to ascertain the times when such other work will occur and schedule his work in coordination with others such that no delays shall occur in his work schedule or in others who are working in the area. Failure on the Contractor's part to coordinate with others in overlapping work areas shall not be the basis for any claims against the City, additional compensation nor extension of time. In addition, the Contractor shall be solely responsible for any claims made against the City by others as a result of the Contractor's lack of coordination. This shall include businesses and homeowner's adjacent to the project area.

L. Public Convenience – The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic. Where work is being done on existing public roads or streets, and no detours are available, all traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

Convenience of abutting owners along the road shall be provided for as far as practicable. Convenient access to driveways, houses, and buildings along the line of the work shall be maintained and temporary approaches to crossing or intersecting highways shall be provided and kept in good condition.

Water shall be applied as directed by the Director for the prevention of dust nuisance in connection with public convenience. No additional payment will be made for applying water for the prevention of dust.

No work shall begin before 8:00 a.m. nor continue after 5:00 p.m. Monday through Friday, nor shall any work be done on weekends or holidays observed by the City of South San Francisco unless approved in advance by the Director.

Full compensation for all work involved in providing for public convenience as set forth in this article shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefor.

M. **Public Safety** – The Contractor shall furnish, erect, and maintain such fences, barriers, lights, signs and watchers as are necessary to give adequate warning to the public at all times that the work is under construction and of any dangerous conditions to be encountered as a result thereof. At any and all points along the work where the nature of construction operations in progress and the Contractor's equipment and machinery in use is of such character as to endanger passing traffic, the Contractor shall provide such lights and signs and station such guards as may appear necessary to prevent accidents and avoid damage or injury to passing traffic.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.

Full compensation for the work involved in carrying out the precautionary and safety measures above specified shall be considered as included in the prices paid for various contract items of work and no additional allowance will be made.

N. **Preservation of Property** – Roadside trees and shrubbery that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipe lines under or above ground, sewer and water lines, all street facilities, and any other improvements or facilities within or adjacent to the work shall be protected from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition as good as when the Contractor entered upon the work, or as good as required by the specifications accompanying the contract, if any such objects are a part of the work being performed under the contract.

The fact that any such pipe or other underground facility is not shown upon the plans shall not relieve the Contractor of his responsibility under this article. It shall be the Contractor's responsibility to ascertain the existence of any underground improvements or facilities which may be subject to damage by reason of his operations, and if it is necessary to lower such underground facility or encase it to protect it from damage, it shall be done at the Contractor's expense.

Full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in protecting property as above specified, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be made.

O. **Responsibility for Damage** – The City of South Francisco, the City Council, or the Director shall not be answerable or accountable in any manner, for any loss or damage that may happen to work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or the public; or for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

The Contractor shall indemnify and save harmless the City of South San Francisco, the City Council, the Director and the Director's Inspector or other authorized agent of the City of South San Francisco from any suits, claims or actions brought by any person or persons for or on account of any injuries or damage sustained or arising in the constructions of the work or in consequence thereof. The City may retain so much of the money due the Contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforesaid. In the event securities have been substituted for any monies earned by the Contractor and withheld by the City of South San Francisco to ensure the performance of the contract, the City may condition the release of such securities upon the final disposition of such suits or claims for damages.

P. Contractor's Responsibility for Work – Except as provided above, until the formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages as are directly and proximately caused by acts of the [Federal Government].

In case of suspension of work from any cause whatever, the Contractor shall be responsible for the work as above specified and he/she shall also be responsible for all materials delivered to the work including materials for which he/she has received partial payment.

Q. Portion of the Work Which May be Placed in Service – If desired by the City of South San Francisco, the work, as completed, may be placed in service. The Contractor shall give proper access to the work for this purpose but such use and operations shall not constitute an acceptance of the work, and the Contractor shall remain liable for defects due to faulty construction, material and/or workmanship.

R. No Personal Liability – Neither the Director nor the City Council, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the contract.

20. Extra Work and Altered Quantities

- A. **Extra Work** – New and unforeseen items of work will be classed as extra work when they cannot be covered by any of the various items for which there is a bid price or by combinations of such items.
- B. The Contractor shall do such extra work and furnish such materials and equipment therefor, as may be required in writing by the Director, but he/she shall not do extra work except upon written order from the Director, and in the absence of such written order he/she shall not be entitled to payment for such extra work. All bills for extra work done shall be filed in writing with the Director. For such extra work the Contractor shall receive compensation at the prices

previously agreed upon in writing.

All extra work shall be adjusted daily upon report sheets furnished to the Director by the Contractor and signed by both parties which daily reports shall thereafter be considered the true record of extra work done.

- C. **Force Account Work** – Where payment is to be made on a force account basis, the Contractor shall receive the actual cost of all material, labor and rented equipment furnished by him/her as shown by his/her paid vouchers, plus fifteen percent (15%); provided, however, that the City reserves the right to furnish such materials required as it deems expedient, and the Contractor shall have no claim for profit on the cost of such materials.

For use of equipment owned by the Contractor he shall be paid the current prices prevailing in the locality, which shall have been previously determined and agreed upon in writing by the Contractor, plus fifteen percent (15%).

When work is performed by force account, in addition to the actual cost of labor, the City will reimburse the Contractor for compensation insurance payments; contributions made to the State as required by the provisions of the Unemployment Reserve Act, Chapter 352, Statutes of 1935, as amended. The payment of fifteen percent (15%) in addition to the actual cost of all material, labor, and rented equipment, as herein provided, shall include full allowance to the Contractor for premiums paid on any other insurance of any nature which the Contractor may be required to carry or which he may elect to carry; and for additional premiums paid on faithful performance and labor and material bonds required by reason of the increased in the amount of work to be performed over and above that called for in the original contract.

All force account work shall be adjusted daily upon report sheets, furnished to the Director by the Contractor and signed by both parties, which daily reports shall thereafter be considered the true record of force account work done.

If force account work is done on the contract the Contractor shall furnish to the Director three (3) copies of a certificate from the insurance company showing the compensation insurance rates to be charged on the various classes of work to assist in verification of the Contractor's charges for extra work and force account.

- D. **Alterations** – The City reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Director, also to make such alterations or deviations, additions to, or omissions from the plans and specifications, as may be determined during the progress of the work to be necessary and advisable for the proper completion thereof. Upon written order of the Director, the Contractor shall proceed with the work as increased, decreased or altered.

When alterations in plans or quantities of work are ordered and performed the Contractor shall accept payment in full at the contract unit price for the actual quantities of work done. No allowance will be made in any case for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as stipulated in such agreements.

21. Fair Employment Provisions

The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, ancestry or national origin. Such action shall include, but not be limited, to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided by the awarding authority seeing forth the provisions of their fair employment practices section.

22. Employment of Apprentices

Attention is directed to the provisions in Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.8 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprentice-able occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five (1:5) except:

- A. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the ninety (90) days prior to the request for certificate, or
- B. When the number of apprentices in training in the area exceeds a ratio of one to five (1:5), or
- C. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- D. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he/she employs registered apprentices or journeymen in any apprentice-able trade on such contracts and if other Contractors on the public works site are making such contributions.

The Contractor and any subcontractor under him/her shall comply with the requirements of Section 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements

may be obtained from the Director of Industrial Relations, ex- officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

23. Inspections and Defaults

General. The City is soliciting for a services rendered contract. The Contractor shall not be paid for landscape maintenance services not rendered to the street and parkway and right of way landscape facilities. It is the Contractor's responsibility to ensure sufficient labor hours are committed to the street, parkway, and common greens landscape facilities for complete objectives set forth in Special Provisions Section and Section 30, Schedule of Landscaping Maintenance Services.

A. Inspection

- (1) The City shall provide a representative of the Parks Manager to evaluate landscape services performed in the landscape facilities on a regular occurrence. The representative shall be the inspector.
- (2) The City may require the Contractor, or his local authorized representative, to ride along on inspections, if previous maintenance objectives by the Contractor are not in the best interest of the street, parkway and/or right of way areas. The Contractor of his local authorized representative will be expected to take complete notes during such inspections.
- (3) Payment will be made for work satisfactorily completed by the Contractor. It shall be the Contractor's responsibility to submit to the owner's representative a written report of completion of work at the end of each month. The owner's representative shall indicate in writing his acceptance or rejection of work and notify the contractor immediately of any unsatisfactory work. Unsatisfactory work shall be corrected within 24 hours and a report re-submitted indicating completion. Payment will be based on work completion reports submitted by the contractor and approved and signed by the owner's representative. Payment shall ordinarily be for 100% of the contract price (per month).
- (4) Three months before the conclusion of this landscaping contract on, March 31, 2028, the following three inspections shall take place. If these inspections are not performed, final payment of this contract may be withheld.
 - a) 90 days prior; Irrigation main line test for ruptures or leakage. No visible leaks shall be accepted.
 - b) 60 days prior; Automatic controller, valve control and sprinkler coverage efficiency test. Note: Main water line must be accepted before efficiency test is performed.
 - c) 30 days prior; Walk-through with new Contractor, if applicable, to evaluate condition of landscape facilities, provide a punch-list to be completed by end of contract date.

24. Replacements and Extra Work

General. The preceding chapters in these specifications have been written to provide landscape maintenance services which will keep the City's landscaping and open space areas in a healthy and neat appearance year-round. The following items listed will clarify other landscape maintenance and material requirements which may not be included elsewhere in these specifications.

A. Replacement Cost to be Assumed by the Contractor

(1) Damaged plant material, due to the Contractor's maintenance practices or non-performance of services. Replacement standards shall be new container plants and shall be equal in size to the remaining growth in the ground or the surrounding existing mature size in the adjacent landscape area. Replacement plants shall be healthy rooted and vigorous.

a) Ground covers adjacent to pavement or structures shall be no closer to these than $\frac{1}{2}$ their center to center spacing plus 25%.

25. Miscellaneous Items

General. Routine maintenance items which are not considered extra work include, but are not limited to the following:

A. **Concrete-Line Ditches** – All concrete-lined ditches within the limits of a landscape facility shall be kept clear at all times, and the catch basins that these ditches empty into shall be thoroughly cleaned out periodically during the rainy season which is from October 15 to April 15. Edges should be checked periodically for erosion and damage to concrete structures. Catch basins more than 6 feet deep are not required to be cleaned by the Contractor. Special care will be taken by the Contractor to keep debris out of all basins while V-ditch maintenance is occurring. All debris or soils shall be exported from the site.

B. **Fences** – It is not the Contractor's responsibility to remove all graffiti from fences and walls within the limits of the landscape maintenance area. However, the Contractor is to immediately notify the City Inspector of any graffiti found in the street and parkway sites.

C. **Gutters** – Clean up weeds, silt and gardening debris along curbs and aprons along streets which border the landscape facilities (see hardscape below). Drainage channels (not concrete-lined) should be cleaned in like manner.

D. **Landscape Mulching** – Throughout the contract, spreading of mulch will be requested by the City in landscape planters. The Contractor agrees to spread mulch, provided by the City, as directed in the areas listed in Attachment A. This labor will not be considered "extra work" unless the contractor is asked to perform this work outside of the areas outlined in Attachment A.

E. **Hardscape** – All hardscape features located in or adjacent to the street and parkway landscaped medians shall be kept weed free at all times. These areas include but are not limited to curb and gutter, the transition joint area between the street paving and the gutter, concrete and asphalt pavement within the island median, sidewalks (i.e. cracks and control

joints), curb returns, bomanite walkways and island fingers. All pedestrian walkways must be kept clean at all times of debris, clippings, soil mudflows, etc.

26. Standards for Completed Weed Abatement Work

- A. **Abatement Quality** – All abatement work shall be completed so that all weeds, grass, vegetation and litter which could be expected to burn or are noxious and dangerous to public safety are completely removed so there is insufficient fuel to sustain or allow the spread of fire or the continuance of a public hazard.
- B. **Complete Abatement** – Where complete abatement is required, as much as possible of the entire parcel shall be abated in accordance with the above quality standard.
- C. **Litter Removal** – Means and includes cleaning, cleaning and /or taking and properly hauling to an approved dump site, all loose and removable material generally defined as litter in excess of 1 cubic yard, including, but not limited to furniture, appliances, vehicle parts and batteries, wood, cement, etc. Litter removal work shall be measured and paid for at the cubic yard price.
- D. **Hand-cleaning of Lots** – Means hand cutting and removal of weeds or other vegetation along curbs, fence lines, steep embankments including incidental litter under one cubic yard. Hand-cleaning work shall be measured and paid for at the square foot price.
- E. **Mowing** – Means and includes mowing weeds and other vegetation to an approximate height of one (1) inch, as terrain allows or as otherwise directed by the Inspector, and hauling the mowed weeds/vegetation, including incidental litter matter under one cubic yard, to an approved dump site. Mowing work shall be measured and paid for at the square foot bid price.

The litter removal under this contract will generally be for smaller amounts of litter that can be loaded onto a truck.

Progress payment to the Contractor for ordered hand work shall be: 100% of the verified cost of the job billed, after passing inspection made by the Inspector, payable within a reasonable time following inspection but not more often than once a month.

**NOTICE OF
REQUEST FOR PROPOSALS
FOR
LANDSCAPE MAINTENANCE SERVICES
RIGHT-OF-WAYS
FOR
THE CITY OF SOUTH SAN FRANCISCO**



**Issued By:
Joshua Richardson, Parks Manager
South San Francisco Corporation Yard,
550 North Canal Street,
South San Francisco, CA 94080**



INTRODUCTION

The City of South San Francisco (“City”) is soliciting proposals from qualified Firms/Contractors (“Contractor”) to provide specialized landscaping maintenance services throughout the City. The requested services contemplated under this Request for Proposals (“RFP”) consist of providing landscaping services, including but not limited to providing qualified horticultural supervision, furnishing all labor, materials, equipment and transportation required to properly maintain and enhance the City’s specified landscaped properties in an attractive condition, and providing other work as detailed in the Scope of Work identified below (“Project”). The proposals submitted in response to this RFP will be used as the basis for selecting a Contractor to complete the Scope of Work. The proposals will be evaluated and ranked according to the criteria provided in Section VII “Evaluation of Proposals” in this RFP.

I. BACKGROUND

The City contracts out for certain specialized landscape maintenance services throughout the City. These specialized contracted services are necessary to keep up with the extensive and varied landscape maintenance responsibilities of the City in order to maintain safety and aesthetic objectives. Over the years, the City’s landscaping maintenance requirements have changed and the City is seeking proposals for specialized landscaping services for specified locations and service levels.

II. OBJECTIVES

The City’s objectives for this Project include the following:

- The ideal Contractor would provide high-quality landscape maintenance services for certain areas within the City. These areas include, but are not limited to, medians, roadway shoulders, green spaces, park-like spaces, and easements for which the City desires the Contractor to provide services. The ideal Contractor would also work in collaboration with the City to identify areas where reduction of maintenance, energy and water can result in an overall cost savings for the City.
- The ideal Contractor would work in collaboration with the City to implement these identified strategies within the Service Areas. Implementation of such strategies which fall outside of the identified Scope of Work would be negotiated as Additional Services to the Contract.

III. SCOPE OF WORK

1. General

The work to be done includes furnishing all labor, material and tools necessary to maintain all ornamental planting, including, but not limited to lawns, groundcovers and shrubs (trees are excluded); safety zones, drainage facilities, weed control on medians and median hardscapes, poles, posts, wire, irrigation sprinkler heads, lateral lines up to the valves (not including valves or

water mains downstream of the water meter), public walkways, , all of which exists in the fore-mentioned landscape facilities, including the cost of necessary repairs, replacements, care, supervision, and any and all other items necessary for the proper maintenance and operation thereof. The work does not include repairs and maintenance of lighting systems, gates, benches, railings, homeowner fences (except clearing plant material from fences), walls, sidewalks and curb and gutter (except weed control).

All work shall, at all times, comply with the applicable laws and requirements of all State, Federal, local government, as well as any applicable rules and regulations of governing utility districts and agencies. The Contractor shall comply with all insurance requirements of the City of South San Francisco, included in the Landscaping Services Agreement, included as Attachment C.

2. Detailed Scope of Work

Project Scope of Work: Provide landscape maintenance services for various medians, islands, and right-of-way areas within the City, according to the Service Areas and Litter Pickup Frequency Schedule (Attachment A) and the Standard of Services (Attachment B). The period for this Project shall be for a twenty-four (24) month period starting July 1, 2026, and terminating June 30, 2028, (“Initial Term”). At the end of the Initial Term, and if agreed to by all parties, the City may extend the end date of this Agreement an additional three (3) times for an additional one (1) year period each.

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

The Proposer shall accept the site as he/she finds it, and if awarded the contract, proceed with the work stated under the contract and identified in this RFP.

IV. QUESTIONS

Interested Proposers are encouraged to promptly notify the City in writing of any questions, apparent major inconsistencies, problems, ambiguities in the Scope of Work or this RFP. Any questions and requests for clarification/additional information shall be submitted via the online bid portal on OpenGov.com.

V. PROPOSAL REQUIREMENTS

The following conditions must be met in order for the City to accept the proposal as responsive:

- All Proposers shall be properly licensed by the State of California to perform the specific work designated. Sub-contractors (if used) shall be properly licensed to perform their craft or work and included in the proposal. Future use of sub-contractors not stated in the proposal must be approved by the City.
- Where applicable, prevailing wages must be paid for each type of applicable work craft performed; and certified payrolls shall be made available upon request as required by Labor Code Section 1776.

The proposals shall also include the information listed below:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Joshua Richardson, Parks Manager
South San Francisco Corporation Yard
550 North Canal Street
South San Francisco, CA 94080

The letter shall include the Contractor's (and any Sub-contractor) names, contact name, mailing address, telephone number, and email address. The letter shall address the understanding of the services being requested and any other pertinent information the proposer believes should be included.

The letter shall be signed by the individual authorized to bind the Contractor to the proposal. The letter shall also include a statement identifying that the proposal shall be firm for ninety (90) calendar days from the date of proposal submittal to permit staff evaluation and Council award. Upon award, price quoted will be in effect for the term of the agreement.

2. Contractor Information, Qualifications, and Experience

Contractor shall provide at least three references from recent Landscape Maintenance Service clients on the form attached here in Attachment D. In addition, Contractor shall provide information demonstrating the following:

- a. A Contract Labor Summary showing the number of full-time positions and hour allocation provided by the Contractor to perform services for the areas.
- b. An identification of Sub-contractors stating the Contractor's proposed percentages and scope of work for each sub-contractor who will contribute toward completion of the contract Scope of Services.

3. Organization and Approach

- a. Describe the roles and organization of your proposed team for this project. Indicate the composition and number of project staff, facilities available and experience of your team as it relates to this Project.
- b. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed. Describe how you will address energy efficiencies, your ability to model and verify energy savings, specifically focusing on use of electric equipment.
- c. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's scope of work as well as the length of employment with the proposing Contractor. Key members, especially the project manager, shall have significant demonstrated experience with this type of project.
- d. Provide prospective schedules for mowing, edging, hedging, litter removal, and herbicide, applications, according to the frequencies stated in the Standard of Services (Attachment B).

4. Description of Work

The proposal shall include a detailed Description of Work that complies with all requirements of Attachment B: Landscape Standard of Services based on areas defined by Litter Pickup Frequency Schedule (attached hereto and incorporated herein as Attachment A).

5. Attachment A Proposal Sheet

Contract price paid as listed in Attachment A shall include labor, materials, and equipment, meeting all the requirements in this RFP and all incidental work. Specifically, payments shall include, but are not limited to, the following:

- a. Labor to maintain Litter Pickup Frequencies as outlined in Service Areas and Litter Pickup Frequency Schedule (Attachment A); and
- b. Labor to maintain all Service Areas to the Standards outlined in the Standard of Services (Attachment B); and
- c. Equipment as required to maintain all Service Areas; and
- d. Materials to be included per the Standard of Services (Attachment B).

6. Contract Agreement

- a. The City of South San Francisco agreement shall be used, Attachment C, attached hereto and incorporated herein, is the City's standard agreement. Proposers interested in responding to this RFP should be prepared to enter into the agreement under its standard terms, meet its standard requirements, and provide required insurance; and
- b. Contractor shall submit with proposal a specific list of any issues with the City's Agreement, in particular the insurance requirements.

**NOTICE OF
REQUEST FOR PROPOSALS
FOR
LANDSCAPE MAINTENANCE SERVICES
RIGHT-OF-WAYS
FOR
THE CITY OF SOUTH SAN FRANCISCO**



**Issued By:
Joshua Richardson, Parks Manager
South San Francisco Corporation Yard,
550 North Canal Street,
South San Francisco, CA 94080**

INTRODUCTION

The City of South San Francisco (“City”) is soliciting proposals from qualified Firms/Contractors (“Contractor”) to provide specialized landscaping maintenance services throughout the City. The requested services contemplated under this Request for Proposals (“RFP”) consist of providing landscaping services, including but not limited to providing qualified horticultural supervision, furnishing all labor, materials, equipment and transportation required to properly maintain and enhance the City’s specified landscaped properties in an attractive condition, and providing other work as detailed in the Scope of Work identified below (“Project”). The proposals submitted in response to this RFP will be used as the basis for selecting a Contractor to complete the Scope of Work. The proposals will be evaluated and ranked according to the criteria provided in Section VII “Evaluation of Proposals” in this RFP.

I. BACKGROUND

The City contracts out for certain specialized landscape maintenance services throughout the City. These specialized contracted services are necessary to keep up with the extensive and varied landscape maintenance responsibilities of the City in order to maintain safety and aesthetic objectives. Over the years, the City’s landscaping maintenance requirements have changed and the City is seeking proposals for specialized landscaping services for specified locations and service levels.

II. OBJECTIVES

The City’s objectives for this Project include the following:

- The ideal Contractor would provide high-quality landscape maintenance services for certain areas within the City. These areas include, but are not limited to, medians, roadway shoulders, green spaces, park-like spaces, and easements for which the City desires the Contractor to provide services. The ideal Contractor would also work in collaboration with the City to identify areas where reduction of maintenance, energy and water can result in an overall cost savings for the City.
- The ideal Contractor would work in collaboration with the City to implement these identified strategies within the Service Areas. Implementation of such strategies which fall outside of the identified Scope of Work would be negotiated as Additional Services to the Contract.

III. SCOPE OF WORK

1. General

The work to be done includes furnishing all labor, material and tools necessary to maintain all ornamental planting, including, but not limited to lawns, groundcovers and shrubs (trees are excluded); safety zones, drainage facilities, weed control on medians and median hardscapes, poles, posts, wire, irrigation sprinkler heads, lateral lines up to the valves (not including valves or

water mains downstream of the water meter), public walkways, , all of which exists in the fore-mentioned landscape facilities, including the cost of necessary repairs, replacements, care, supervision, and any and all other items necessary for the proper maintenance and operation thereof. The work does not include repairs and maintenance of lighting systems, gates, benches, railings, homeowner fences (except clearing plant material from fences), walls, sidewalks and curb and gutter (except weed control).

All work shall, at all times, comply with the applicable laws and requirements of all State, Federal, local government, as well as any applicable rules and regulations of governing utility districts and agencies. The Contractor shall comply with all insurance requirements of the City of South San Francisco, included in the Landscaping Services Agreement, included as Attachment C.

2. Detailed Scope of Work

Project Scope of Work: Provide landscape maintenance services for various medians, islands, and right-of-way areas within the City, according to the Service Areas and Litter Pickup Frequency Schedule (Attachment A) and the Standard of Services (Attachment B). The period for this Project shall be for a twenty-four (24) month period starting July 1, 2026, and terminating June 30, 2028, (“Initial Term”). At the end of the Initial Term, and if agreed to by all parties, the City may extend the end date of this Agreement an additional three (3) times for an additional one (1) year period each.

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

The Proposer shall accept the site as he/she finds it, and if awarded the contract, proceed with the work stated under the contract and identified in this RFP.

IV. QUESTIONS

Interested Proposers are encouraged to promptly notify the City in writing of any questions, apparent major inconsistencies, problems, ambiguities in the Scope of Work or this RFP. Any questions and requests for clarification/additional information shall be submitted via the online bid portal on OpenGov.com.

V. PROPOSAL REQUIREMENTS

The following conditions must be met in order for the City to accept the proposal as responsive:

- All Proposers shall be properly licensed by the State of California to perform the specific work designated. Sub-contractors (if used) shall be properly licensed to perform their craft or work and included in the proposal. Future use of sub-contractors not stated in the proposal must be approved by the City.
- Where applicable, prevailing wages must be paid for each type of applicable work craft performed; and certified payrolls shall be made available upon request as required by Labor Code Section 1776.

The proposals shall also include the information listed below:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Joshua Richardson, Parks Manager
South San Francisco Corporation Yard
550 North Canal Street
South San Francisco, CA 94080

The letter shall include the Contractor's (and any Sub-contractor) names, contact name, mailing address, telephone number, and email address. The letter shall address the understanding of the services being requested and any other pertinent information the proposer believes should be included.

The letter shall be signed by the individual authorized to bind the Contractor to the proposal. The letter shall also include a statement identifying that the proposal shall be firm for ninety (90) calendar days from the date of proposal submittal to permit staff evaluation and Council award. Upon award, price quoted will be in effect for the term of the agreement.

2. Contractor Information, Qualifications, and Experience

Contractor shall provide at least three references from recent Landscape Maintenance Service clients on the form attached here in Attachment D. In addition, Contractor shall provide information demonstrating the following:

- a. A Contract Labor Summary showing the number of full-time positions and hour allocation provided by the Contractor to perform services for the areas.
- b. An identification of Sub-contractors stating the Contractor's proposed percentages and scope of work for each sub-contractor who will contribute toward completion of the contract Scope of Services.

3. Organization and Approach

- a. Describe the roles and organization of your proposed team for this project. Indicate the composition and number of project staff, facilities available and experience of your team as it relates to this Project.
- b. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed. Describe how you will address energy efficiencies, your ability to model and verify energy savings, specifically focusing on use of electric equipment.
- c. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's scope of work as well as the length of employment with the proposing Contractor. Key members, especially the project manager, shall have significant demonstrated experience with this type of project.
- d. Provide prospective schedules for mowing, edging, hedging, litter removal, and herbicide, applications, according to the frequencies stated in the Standard of Services (Attachment B).

4. Description of Work

The proposal shall include a detailed Description of Work that complies with all requirements of Attachment B: Landscape Standard of Services based on areas defined by Litter Pickup Frequency Schedule (attached hereto and incorporated herein as Attachment A).

5. Attachment A Proposal Sheet

Contract price paid as listed in Attachment A shall include labor, materials, and equipment, meeting all the requirements in this RFP and all incidental work. Specifically, payments shall include, but are not limited to, the following:

- a. Labor to maintain Litter Pickup Frequencies as outlined in Service Areas and Litter Pickup Frequency Schedule (Attachment A); and
- b. Labor to maintain all Service Areas to the Standards outlined in the Standard of Services (Attachment B); and
- c. Equipment as required to maintain all Service Areas; and
- d. Materials to be included per the Standard of Services (Attachment B).

6. Contract Agreement

- a. The City of South San Francisco agreement shall be used, Attachment C, attached hereto and incorporated herein, is the City's standard agreement. Proposers interested in responding to this RFP should be prepared to enter into the agreement under its standard terms, meet its standard requirements, and provide required insurance; and
- b. Contractor shall submit with proposal a specific list of any issues with the City's Agreement, in particular the insurance requirements.

VI. EVALUATION OF PROPOSALS

1. Evaluation Criteria

The services contract may or may not be awarded to the lowest responsible Proposer. When selecting the Contractor, the skill and ability of the entity or person performing the landscaping maintenance services is a key component of the selection criteria. The City will select a contractor based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the landscaping maintenance services required. Cost will be only one factor in determining the selection.

Evaluation of the proposals will be based upon all of the following factors:

- a. Cost of providing the entire scope of work.
- b. Ability to demonstrate completion of a satisfactory schedule complete the project based off scope of services in Attachment A and B.
- c. Contractor's demonstrated experience, reliability and qualifications in completing projects of a similar type.
- d. Demonstration of knowledge pertaining to current trends, laws, and maintenance techniques to promote sustainable landscapes.
- e. Size of labor force allocated to this project.

The above criteria should be addressed by the Proposer in its response to this RFP.

2. Evaluation Process

Representatives from the City will review and evaluate the proposals. All proposals will be evaluated based on the following scoring system:

Evaluation Criteria	Maximum Points Available
a. Cost of providing the entire scope of work.	15
b. Ability to demonstrate completion of a satisfactory schedule complete the project based off scope of services in Attachment A and B.	20
c. Contractor's demonstrated experience, reliability and qualifications in completing projects of a similar type.	20
d. Demonstration of knowledge pertaining to current trends, laws, and maintenance techniques to promote sustainable landscapes.	20
e. Size of labor force allocated to this project.	25
f. Total Maximum Points Available	100

Once the evaluations of proposals are completed, the City, at its sole discretion, may choose to conduct interviews with a number of the highest ranked proposers. The City reserves the right to select a proposal without conducting interviews. Proposers may be asked to submit additional documentation at or after the interview stage. If the City chooses to conduct interviews, the review panel members will score the interviews based on the previously listed evaluation criteria chart above.

If a final Contractor is identified, it will be to the most qualified respondent with whom City is able to successfully negotiate the compensation and terms and conditions of any and all agreements. If the City is unable to negotiate a satisfactory agreement, with terms and conditions the City determines, in its sole judgment, to be fair and reasonable, the City may then commence negotiations with the next most qualified candidate in sequence, until an agreement is reached or determination is made to reject all submittals.

Once a determination is made based on the evaluation of proposals, references, and interviews (if conducted), staff will make a recommendation to the City Council, who will award the project. Please note that final selection of the Contractor, the terms and conditions of any and all agreements, and authority to proceed with these services, and final award of the services contract shall all be at the sole discretion of the City Council.

VII. CONDITIONS OF PROPOSAL ACCEPTANCE

This RFP is not an offer by the City to contract with a proposer and does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this RFP, or to procure or contract for any services. The City reserves the right to cancel, extend or revise, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. The City reserves the right to waive any minor irregularities or informalities contained within this RFP, negotiate with any qualified source or to cancel the RFP in part or whole; and/or reject any or all proposals received as a result of this request. If the City cancels, extends or revises this RFP, all RFP holders of record will be notified in writing via the OpenGov project portal. The City reserves the right to request additional information and/or clarifications from any or all responders to this RFP. All proposals and material submitted will become the property of the City of South San Francisco and public record. None of the submitted materials will be deemed confidential or proprietary.

The City of South San Francisco reserves the right to award in whole or in part, by item or group of items, by section or geographic area, when such action serves the best interest of the City. The City and Contractor may agree to add additional areas to the contract by mutual agreement at a later date. The City may elect to stop work at any time in the contract and will pay for work completed to that point on a time and material basis.

VIII. CITY REQUIREMENTS

The Contractor that is selected for this work will be required to maintain insurance, including worker's compensation insurance, public liability insurance in the amount of \$1,000,000 with City required

endorsements, and professional liability insurance. See Attachment C for the standard insurance and indemnification clauses from the City's agreement.

IX. APPLICABLE STANDARDS

All services required hereunder shall be performed in accordance with guidelines, regulations, policies, procedures, manuals, and standards of the State of California, City of South San Francisco, and the standards outlined in the Standard of Services (Attachment B).

X. ATTACHMENTS

The following attachments are incorporated herein and made part of this RFP:

Attachment A – Service Areas and Litter Pickup Frequency Schedule

Attachment B – Standard of Services

Attachment C – City of South San Francisco Landscaping Services Agreement

Attachment D – References, Contract Labor Summary, and Identification of Subcontractor

ATTACHMENT A

SERVICE AREAS AND LITTER PICKUP FREQUENCIES

Perform the scope of work for **LANDSCAPE MAINTENANCE SERVICES** in place, and in accordance with the Service Areas and Litter Pickup Frequencies below, and with the Standard of Services (Attachment C). See key below for notes. In the event of a conflict in or inconsistency between the terms of this Attachment and the Standard of Services (Attachment B), the Standard of Services shall prevail.

BID ITEM	DESCRIPTION	FROM	TO	LITTER PICKUP SERVICE FREQ.	IRRIG. TYPE	NOTES	MONTHLY RATE	ANNUAL COST
1	Callan Boulevard	Carter Drive	Westborough Boulevard	26	M		\$503.75	\$6,044.94
2	Capay Circle / Lomitas Ave.	Cuesta Drive	Verano Drive	26	M		\$503.75	\$6,044.94
3	Chestnut Avenue	El Camino Real	Mission Road	26	A		\$143.78	\$1,725.30
4	Chestnut Avenue	Hillside Boulevard	Grand Avenue/Aldengate Dr.	26	A	A	\$92.66	\$1,111.86
5	East Grand Avenue	Airport Boulevard	Gateway Boulevard	26	A	B	\$309.92	\$3,718.98
6	El Camino Real medians & shoulders	Hickey Boulevard	Noor Avenue	52	A	C	\$2,534.70	\$30,416.40
7	Gellert Boulevard	King Drive	Westborough Boulevard	26	A		\$836.03	\$10,032.30
8	Gellert Boulevard	Westborough Boulevard	Shannon Drive	26	A,M	D	\$445.17	\$5,342.04
9	Mission Road	Chestnut Avenue	Oak Avenue	26	A	E	\$407.90	\$4,894.74
10	Mitchell Avenue	South Airport Boulevard	W/O S.P.R.R.	26	M	F	\$124.61	\$1,495.26
11	South Airport Blvd. medians	S.P.R.R. Underpass	Beacon Street southern most intersection	26	N	G	\$105.44	\$1,265.22
12	Westborough Boulevard Median	800' E/O Junipero Serra Blvd.	Olympic Drive	52	A		\$1,347.23	\$16,166.70
13	Westborough Boulevard Median	Olympic Drive	Skyline Boulevard	52	N	H	\$915.90	\$10,990.80
14	Westborough Boulevard Median	515' W/O Camaritas Avenue	El Camino Real	52	A	I	\$269.45	\$3,233.34
15	Elm Court	Tamarack Ln.	Park Way	12	M	J	\$124.61	\$1,495.26

16	Forbes Boulevard Medians	E. Grand Ave.	Allerton	26	M		\$466.47	\$5,597.64
17	East Grand Ave. Medians	Gateway Blvd.	Littlefield Ave.	26	A,M		\$288.62	\$3,463.38
18	Hillside Blvd.	Chestnut Ave.	Dolores Way	12	A	K	\$92.66	\$1,111.86
19	Willow Avenue	Dolores Way	Estate Ct.	26	A		\$124.61	\$1,495.26
20	Gateway Boulevard	E. Grand Ave.	Mitchell Ave.	26	A		\$429.20	\$5,150.34
21	Airport Blvd. medians, shoulders and hook ramps	Sister Cities Blvd.	Brisbane City limits	12	A,N		\$429.20	\$5,150.34
22	Airport Blvd. median, sidewalks, and tree wells	Sister Cities Blvd.	South to S.P.R.R. underpass	26	A		\$225.78	\$2,709.36
23	Slopes on Airport Blvd.	2nd Lane (including south side)	South Airport Blvd.	12	N	L	\$364.23	\$4,370.76
24	Hillside Blvd/Sister Cities Blvd	Lincoln St.	Airport Blvd	26	A	M	\$1,749.80	\$20,997.54
25	Industrial Way	101 Grand Ave Exit	Planted area at end of Industrial Way	26	N	N	\$843.48	\$10,121.76
26	Hillside Blvd.	N. Slope at end of school fence	East to backflow control valve	12	N		\$227.91	\$2,734.92
27	Randolph Ave slope/valley gutter	Highland Ave.	Airport Blvd.	12	A,N	O	\$250.28	\$3,003.30
28	Beech St. median	Spruce Ave.	Larch Ave.	12	N	P	\$53.25	\$639.00
29	Spruce Ave. median	Maple Ave.	Park Way	12	N	Q	\$107.57	\$1,290.78
30	Hickey Blvd.	El Camino Real	Daly City limits	12	A	R	\$92.66	\$1,111.86
31	Oyster Pt. Blvd. median	Airport Blvd.	Marina Blvd.	26	A		\$639.00	\$7,668.00
32	Jack Drago Park	E. Grand Ave.	Gateway Boulevard	26	A	S	\$404.70	\$4,856.40
33	"Gus' Islands" on Airport Blvd.	Grand Ave.	Miller Ave.	26	A		\$248.15	\$2,977.74
34	Centennial Way / Trail	San Bruno BART	South San Francisco BART	26	A, N	T	\$8,438.00	\$101,255.94
35	Junipero Serra	Hwy-280 Avalon entrance	SSF Sign approx.. 90' Northwest of Hickey Island	12	N	U	\$316.31	\$3,795.66
36	Gull Drive	Oyster Point Blvd	End of culvert approximately 220' before Forbes Blvd	2	N	V	\$78.81	\$945.72

37	Appian Way Median	Westborough Boulevard	Shannon Dr.	12	A		\$830.70	\$9,968.40
38	SSF Drive Shoulder	Mandalay Place	120' before Woods Circle	4	N	W	\$140.58	\$1,686.96
39	East Grand Ave Medians	Allerton Avenue	DNA Way	26	A & N	X	\$348.26	\$4,179.06
40	Oyster Point Landscaping	Oyster Point Blvd	Beach and Harbor Master Spit	2	A	Y	\$1,361.07	\$16,332.84
41	Hickey and Longford Corners/Slopes	Longford Drive	Overpass	4	N		\$85.20	\$1,022.40
42	Alta Loma Walkway	Alta Loma Drive	Crown Circle	4	N		\$85.20	\$1,022.40
43	N. Canal & S. Canal Shoulder Walls	Linden Ave	Across from 550 N. Canal Street	12	N		\$368.62	\$4,423.41
44	Hillside Blvd & Linden Ave	Hillside Blvd	Linden Ave	12	N		\$482.45	\$5,789.34
45	Olympic Greenspot	Olympic Drive	Dublin Drive	12	A		\$184.85	\$2,218.22
46	Sister Cities Park	Orange Ave	Spruce Ave	26	A		\$1,548.48	\$18,581.74
47	Irish Town Greens	Linden Ave	Airport Blvd	52	A		\$1,116.12	\$13,393.44
48	Sculpture Garden	Tennis Drive	Eucalyptus Ave	52	A	Z	\$1,082.75	\$12,993.04
49	BART Plaza	El Camino Real	BART Station Drop Area	52	A	AA	\$479.25	\$5,751.00
50	WQCP	195 Belle Air Road		4	A & N	BB	\$1,278.00	\$15,336.00
51	Pump Station 2	Gateway Blvd	Oyster Point Blvd	4	N		\$69.23	\$830.70
52	Pump Station 3	Kimball Way	Swift Ave	4	N		\$85.20	\$1,022.40
53	Pump Station 4	Harbor Way	Mitchell Ave	4	N		\$127.80	\$1,533.60
54	Pump Station 5	S. Airport Blvd	Belle Air Road	4	N		\$85.20	\$1,022.40
55	Pump Station 6	160 Utah Ave		4	N		\$69.23	\$830.70
56	Pump Station 7	220 Littlefield Ave		4	N		\$69.23	\$830.70
57	Pump Station 8	701 Forbes Blvd		4	N		\$127.80	\$1,533.60
58	Pump Station 9	1479 San Mateo Ave		4	N		\$127.80	\$1,533.60

59	Pump Station 10	572 Forbes Blvd		4	N		\$69.23	\$830.70
60	Pump Station 11	235 Shaw Road		4	N		\$127.80	\$1,533.60
61	Pump Station 14	1191 Veterans Blvd		4	N		\$85.20	\$1,022.40
62	Stormwater Station 5	27 S. Linden Ave		4	N		\$266.25	\$3,195.00
TOTAL BID PRICE							\$35,236.94	\$422,843.30

Key to Service Area Notes:

Service Frequency: Minimum frequency of litter removal.

- 2 Biannual Service (2 times per year)
- 4 Quarterly Service (4 times per year)
- 12 Monthly Service (12 times per year)
- 26 Bi-weekly Service (26 times per year)
- 52 Weekly Service (52 times per year)

Irrigation Type: Type of control system.

A Automatic.

Irrigation schedule shall be coordinated with the City.

M Manual.

Contractor shall be responsible for turning system on and off as required for proper irrigation.

N No irrigation system.

City will provide water wagon service as requested by contractor.

Other Notes:

- A. Side median landscaping on west side (adjacent to subdivision boundary wall) from Hillside to Livingston Place to Street Light #3550; side median landscaping on east side (adjacent to subdivision boundary wall) from easement gate (near Street Light #4234) to Treeside Court to Street Light #4230; west roadside landscaping from Street Light #4229 to Grand Avenue (adjacent to subdivision boundary wall), which continues along Grand Avenue to Aldengate and includes both east and west roadside landscapes at the Aldengate entrance. Includes eastern hillside from Sunset Ave to Hillside Blvd from roadside to header board below homes.

- B.** Area includes median islands and roadside landscaping; includes “bomanite” concrete side median along Dubuque which extends along E. Grand Avenue for 200 feet. (area is adjacent to 101 highway boundary fence)
- C.** Area includes median islands, intersection islands at Hickey Blvd., and weed abatement along a 10’ wide easement from shopping center driveway on west side of El Camino Real extending 525’ to grey retaining wall; west side of El Camino Real from El Camino Real staircase across from Bart Way to Arroyo Drive, including triangular area between El Camino Real and Del Paso Drive. Also includes west side shoulder from Brentwood to San Bruno City limits (along wooden retaining wall). Also includes planters and bioswales on northeast side of road extending from BART Drive to Arroyo Drive.
- D.** Area includes median islands plus roadside landscaping on east side, adjacent to subdivision boundary wall.
- E.** Area includes median islands and park-like area between Mission Rd. and Colma Creek including shrubs extending to Mission Road entrance of Centennial Trail.
- F.** Roadside landscaping adjacent to Colma Creek as well as medians at South Airport Blvd.
- G.** Area includes median and hardscape islands and intersection islands at Produce and San Mateo Avenues.
- H.** Area includes median islands as well as shoulders on southern side of Westborough Blvd from Oakmont Drive to Olympic Drive
- I.** Area includes median landscaping from end of guard rail west of Camaritas Avenue to El Camino Real. Also includes two (2) triangular islands on north side of Westborough Blvd. at Camaritas Avenue.
- J.** Includes median on Elm Court as well as easement extending from Elm Court to Palm Ave. Between addresses 505 and 509 on Elm Court; 569 and 573 on Palm Ave.
- K.** Area includes roadside landscaping on south side adjacent to subdivision boundary wall.
- L.** Area contains slope on west side of Airport Blvd from 2nd Lane to S.P.R.R. underpass also contains walk way between Village way and Airport Blvd; includes slope on south side of Airport Blvd from S.P.R.R. underpass to South Airport Blvd. Maintenance includes weeds in sidewalks on both sides.
- M.** Area includes center and side medians for entirety of road from Lincoln Blvd. to Airport Blvd. Includes an 8’ easement on north shoulder from Airport Blvd to SSF Drive past bus stop across from Jefferson Street. Includes weed abatement and shrub clearance adjacent to sidewalks and roadway. Includes median on SSF Drive between Sister Cities Blvd and Mandalay Place
- N.** Area includes full length of Industrial Way from Grand Ave to end of road at parking lot. Includes land on northwest side of road between railroad fence and curb, as well as southeast side of road approximately 10’ into landscaping as measured from curb edge.

- O.** Area includes upslope towards Sister Cities Blvd guard rail and sound wall to keep valley gutter clear; includes round-about landscape area at the corner of Sister Cities and Airport Blvd; requires weed abatement 3 times per year and/or additional as requested for fire prevention. Larger debris removal required as needed throughout this area.
- P.** Entire median extending from Spruce Ave to Larch Ave.
- Q.** Two (2) ivy covered medians between Maple Ave and Park way
- R.** Area includes center median islands from Hilton Ave. to Daly City border, as well as two porkchops at intersection of Hickey and Junipero Serra. Includes south side of road from Crown Circle to Junipero Serra as well as north side of road from Hilton Ave through bend till backflow along Junipero Serra Blvd. Areas extend from road edge to residents back fence
- S.** Large park like area on E. Grand Ave. between Grand Ave and Gateway Blvd. Includes small “pork chop” island at Grand Ave and E. Grand Ave.
- T.** Area excludes the new park between Spruce Ave and Huntington Ave, the Civic Campus frontage on Civic Campus Drive, and a considerable portion of the large space off Mission Road Ave. All other plazas, pathways, and adjacent open space are part of this scope.
- U.** Area includes east and west sides of road extending to resident’s fence line where brush does not impeded access. Also includes median islands at JS & King Drive, all hardscape island tips, small concrete islands on east side of JS at Westborough. Includes all median islands and corners at Avalon Drive and JS as well as medians on Avalon Drive from Valverde Drive to Waverly Court. Also includes east side of off-ramp from Avalon Drive to end of turn out area. Weed abatement required in this area 2-3 times per year. Application of herbicide and pre-emergent is required for these areas.
- V.** Weed abatement and litter pick up on west side of road from end of culvert, north to Oyster Point Blvd. Area extends to top of ridge and clearance around vent tubes at top of hill.
- W.** Area includes median island between Sister Cities Blvd and SSF Drive near Mandalay Place.
- X.** Medians on East Grand. Item number also includes two medians on East Jamie Court and trash pickup at end of Jamie Court.
- Y.** Site includes medians and shoulders on Oyster Point Blvd starting at Gull Drive, extending down the road to the north till end of the beach and south to the Harbor Master Building on the spit. Work includes a bi-annual cutting of all grasses, weeding, and dead heading. Site includes one annual mowing of the large hill to the east of 352 Oyster Point Blvd.
- Z.** Scope includes pressure washing all pathways every six (6) months.
- AA.** Scope includes pressure washing every six (6) months of the entire plaza area.
- BB.** Areas around retention pond are to be serviced two (2) times per year and weed abatement work shall not be conducted in that area during nesting season which is March through September.



June 17, 2026

Joshua Richardson, Parks Manager
South San Francisco Corporation Yard
550 North Canal Street,
South San Francisco, CA 94080

RE: RFP for LANDSCAPE & RIGHT OF WAY MAINTENANCE SERVICES-FY26

Dear Joshua and City of South San Francisco:

Thank you for the opportunity to provide our professional proposal for Landscape Management Services for the Landscape and Right of Way Maintenance areas within the City of So. San Francisco.

Upon further review of our originally proposed numbers, we would like to amend our maintenance numbers for:

A. LINE ITEM #34 “Centennial Way / Trail”

BID ITEM	DESCRIPTION	FROM	TO	LITTER PICKUP SERVICE FREQ.	IRRIG. TYPE	NOTES	2026 Monthly Pricing	2026 Annual Pricing
34	Centennial Way / Trail	San Bruno BART	South San Francisco BART	26	A, N	T	\$3,188.00	\$38,256.00

****Please see update pricing sheet for Right of Way for final totals, all sites****

B. **In Lieu of:** We would like to offer the following sites in lieu of, use of a common laydown yard with the City of SFF & green waste services:

BID ITEM	DESCRIPTION	FROM	TO	LITTER PICKUP SERVICE FREQ.	IRRIG. TYPE	NOTES	2026 Monthly Pricing	2026 Annual Pricing
31	Oyster Pt. Blvd. median	Airport Blvd.	Marina Blvd.	26	A		\$639.00	\$7,668.00
40	Oyster Point Landscaping	Oyster Point Blvd	Beach and Harbor Master Spit	2	A	Y	\$1,361.07	\$16,332.84

\$2,000.07 \$24,000.84

We appreciate you considering Gothic Landscape for this opportunity and look forward to the potential of partnering with you and the City of South San Francisco as your landscape service provider. If you should have any questions, please feel free to contact any of us.

Sincerely,

Ryan Ferrara

Ryan Ferrara
Strategic Growth Manager-CA
Gothic Landscape Maintenance
M 408.332.3545
Ryan.Ferrara@gothiclandscape.com

BID ITEM	DESCRIPTION	FROM	TO	LITTER PICKUP SERVICE FREQ.	IRRIQ. TYPE	NOTES	2026 Monthly Pricing	2026 Annual Pricing
1	Callan Boulevard	Carter Drive	Westborough Boulevard	26	M		\$503.75	\$6,044.94
2	Capay Circle / Lomitas Ave.	Cuesta Drive	Verano Drive	26	M		\$503.75	\$6,044.94
3	Chestnut Avenue	El Camino Real	Mission Road	26	A		\$143.78	\$1,725.30
4	Chestnut Avenue	Hillside Boulevard	Grand Avenue/Aldengate Dr.	26	A	A	\$92.66	\$1,111.86
5	East Grand Avenue	Airport Boulevard	Gateway Boulevard	26	A	B	\$309.92	\$3,718.98
6	El Camino Real medians & shoulders	Hickey Boulevard	Noor Avenue	52	A	C	\$2,534.70	\$30,416.40
7	Gellert Boulevard	King Drive	Westborough Boulevard	26	A		\$836.03	\$10,032.30
8	Gellert Boulevard	Westborough Boulevard	Shannon Drive	26	A,M	D	\$445.17	\$5,342.04
9	Mission Road	Chestnut Avenue	Oak Avenue	26	A	E	\$407.90	\$4,894.74
10	Mitchell Avenue	South Airport Boulevard	W/O S.P.R.R.	26	M	F	\$124.61	\$1,495.26
11	South Airport Blvd. medians	S.P.R.R. Underpass	Beacon Street southern most intersection	26	N	G	\$105.44	\$1,265.22
12	Westborough Boulevard Median	800' E/O Junipero Serra Blvd.	Olympic Drive	52	A		\$1,347.23	\$16,166.70
13	Westborough Boulevard Median	Olympic Drive	Skyline Boulevard	52	N	H	\$915.90	\$10,990.80
14	Westborough Boulevard Median	515' W/O Camaritas Avenue	El Camino Real	52	A	I	\$269.45	\$3,233.34
15	Elm Court	Tamarack Ln.	Park Way	12	M	J	\$124.61	\$1,495.26
16	Forbes Boulevard Medians	E. Grand Ave.	Allerton	26	M		\$466.47	\$5,597.64
17	East Grand Ave. Medians	Gateway Blvd.	Littlefield Ave.	26	A,M		\$288.62	\$3,463.38
18	Hillside Blvd.	Chestnut Ave.	Dolores Way	12	A	K	\$92.66	\$1,111.86
19	Willow Avenue	Dolores Way	Estate Ct.	26	A		\$124.61	\$1,495.26
20	Gateway Boulevard	E. Grand Ave.	Mitchell Ave.	26	A		\$429.20	\$5,150.34
21	Airport Blvd. medians, shoulders and hook ramps	Sister Cities Blvd.	Brisbane City limits	12	A,N		\$429.20	\$5,150.34
22	Airport Blvd. median, sidewalks, and tree wells	Sister Cities Blvd.	South to S.P.R.R. underpass	26	A		\$225.78	\$2,709.36
23	Slopes on Airport Blvd.	2nd Lane (including south side)	South Airport Blvd.	12	N	L	\$364.23	\$4,370.76
24	Hillside Blvd/Sister Cities Blvd	Lincoln St.	Airport Blvd	26	A	M	\$1,749.80	\$20,997.54
25	Industrial Way	101 Grand Ave Exit	Planted area at end of Industrial Way	26	N	N	\$843.48	\$10,121.76
26	Hillside Blvd.	N. Slope at end of school fence	East to backflow control valve	12	N		\$227.91	\$2,734.92
27	Randolph Ave slope/valley gutter	Highland Ave.	Airport Blvd.	12	A,N	O	\$250.28	\$3,003.30
28	Beech St. median	Spruce Ave.	Larch Ave.	12	N	P	\$53.25	\$639.00
29	Spruce Ave. median	Maple Ave.	Park Way	12	N	Q	\$107.57	\$1,290.78
30	Hickey Blvd.	El Camino Real	Daly City limits	12	A	R	\$92.66	\$1,111.86
31	Oyster Pt. Blvd. median	Airport Blvd.	Marina Blvd.	26	A		in lieu of	in lieu of
32	Jack Drago Park	E. Grand Ave.	Gateway Boulevard	26	A	S	\$404.70	\$4,856.40
33	"Gus' Islands" on Airport Blvd.	Grand Ave.	Miller Ave.	26	A		\$248.15	\$2,977.74
34	Centennial Way / Trail	San Bruno BART	South San Francisco BART	26	A, N	T	\$3,188.00	\$38,256.00
35	Junipero Serra	Hwy 280 Avalon entrance	SSF Sign approx.. 90' Northwest of Hickey Island	12	N	U	\$316.31	\$3,795.66
36	Gull Drive	Oyster Point Blvd	End of culvert approximately 220' before Forbes Blvd	2	N	V	\$78.81	\$945.72
37	Appian Way Median	Westborough Boulevard	Shannon Dr.	12	A		\$830.70	\$9,968.40
38	SSF Drive Shoulder	Mandalay Place	120' before Woods Circle	4	N	W	\$140.58	\$1,686.96
39	East Grand Ave Medians	Allerton Avenue	DNA Way	26	A & N	X	\$348.26	\$4,179.06
40	Oyster Point Landscaping	Oyster Point Blvd	Beach and Harbor Master Spit	2	A	Y	in lieu of	in lieu of
41	Hickey and Longford Corners/Slopes	Longford Drive	Overpass	4	N		\$85.20	\$1,022.40
42	Alta Loma Walkway	Alta Loma Drive	Crown Circle	4	N		\$85.20	\$1,022.40
43	N. Canal & S. Canal Shoulder Walts	Linden Ave	Across from 550 N. Canal Street	12	N		\$368.62	\$4,423.41
44	Hillside Blvd & Linden Ave	Hillside Blvd	Linden Ave	12	N		\$482.45	\$5,789.34
45	Olympic Greenspot	Olympic Drive	Dublin Drive	12	A		\$184.85	\$2,218.22
46	Sister Cities Park	Orange Ave	Spruce Ave	26	A		\$1,548.48	\$18,581.74
47	Irish Town Greens	Linden Ave	Airport Blvd	52	A		\$1,116.12	\$13,393.44
48	Sculpture Garden	Tennis Drive	Eucalyptus Ave	52	A	Z	\$1,082.75	\$12,993.04
49	BART Plaza	El Camino Real	BART Station Drop Area	52	A	AA	\$479.25	\$5,751.00
50	WQCP	195 Belle Air Road		4	A & N	BB	\$1,278.00	\$15,336.00
51	Pump Station 2	Gateway Blvd	Oyster Point Blvd	4	N		\$69.23	\$830.70
52	Pump Station 3	Kimball Way	Swift Ave	4	N		\$85.20	\$1,022.40
53	Pump Station 4	Harbor Way	Mitchell Ave	4	N		\$127.80	\$1,533.60
54	Pump Station 5	S. Airport Blvd	Belle Air Road	4	N		\$85.20	\$1,022.40
55	Pump Station 6	160 Utah Ave		4	N		\$69.23	\$830.70
56	Pump Station 7	720 Littlefield Ave		4	N		\$69.23	\$830.70
57	Pump Station 8	701 Forbes Blvd		4	N		\$127.80	\$1,533.60
58	Pump Station 9	1479 San Mateo Ave		4	N		\$127.80	\$1,533.60
59	Pump Station 10	572 Forbes Blvd		4	N		\$69.23	\$830.70
60	Pump Station 11	235 Shaw Road		4	N		\$127.80	\$1,533.60
61	Pump Station 14	1191 Veterans Blvd		4	N		\$85.20	\$1,022.40
62	Stormwater Station 5	27 S. Linden Ave		4	N		\$266.25	\$3,195.00
Total Bid Price							\$27,986.88	\$335,842.52



CERTIFICATE OF LIABILITY INSURANCE

4/1/2027

DATE (MM/DD/YYYY)

3/25/2026

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : General Security Indemnity Co of Arizona</td> <td>20559</td> </tr> <tr> <td>INSURER B : <u>Homesite Insurance Company</u></td> <td>17221</td> </tr> <tr> <td>INSURER C : <u>Greenwich Insurance Company</u></td> <td>22322</td> </tr> <tr> <td>INSURER D : Starr Surplus Lines Insurance Company</td> <td>13604</td> </tr> <tr> <td>INSURER E : <u>XL Specialty Insurance Company</u></td> <td>37885</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : General Security Indemnity Co of Arizona	20559	INSURER B : <u>Homesite Insurance Company</u>	17221	INSURER C : <u>Greenwich Insurance Company</u>	22322	INSURER D : Starr Surplus Lines Insurance Company	13604	INSURER E : <u>XL Specialty Insurance Company</u>	37885	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : General Security Indemnity Co of Arizona	20559														
INSURER B : <u>Homesite Insurance Company</u>	17221														
INSURER C : <u>Greenwich Insurance Company</u>	22322														
INSURER D : Starr Surplus Lines Insurance Company	13604														
INSURER E : <u>XL Specialty Insurance Company</u>	37885														
INSURER F :															

INSURED
 1531267 Gothic Landscape, Gothic Grounds Management, Inc.
 DBA Gothic Landscape Maintenance Division
 Terra Pacific Landscape; Georgio Equipment, LLC.
 Georgio Brothers Partnership
 27413 Tourney Rd, Ste 200
 Valencia CA 91355

COVERAGES **CERTIFICATE NUMBER:** 17633415 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	N	GSA4639116094-06	4/1/2026	4/1/2027	EACH OCCURRENCE \$ 2,000,000
B	☐ CLAIMS-MADE ☒ OCCUR ☒ DED: \$5K Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CXP-046918-01	4/1/2026	4/1/2027	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ Comp/Coll: \$75K	N	N	RAD500064801	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ \$0	N	N	1000588873261	4/1/2026	4/1/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 N/A \$ XXXXXXXX
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	RWE500064901	4/1/2026	4/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 W/C SIR: \$1,000,000 Self-Insured #2384(CA).

City and its officers, employees, agents, and volunteers are Additional Insured(s) as per the attached endorsement or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language. Waiver of subrogation applies as per the attached endorsements or policy language, where allowed by law. Notice of Cancellation applies as per attached endorsement or policy language.

CERTIFICATE HOLDER
CANCELLATION See Attachments

17633415

 City of South San Francisco
 400 Grand Avenue
 South San Francisco, CA 94080

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

NUMBER 2384

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

Gothic Landscaping, Inc.

STATE OF INCORPORATION CA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause.*

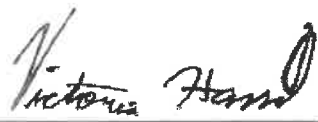
EFFECTIVE DATE:

THE 1st Day of April 2019

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA




Lynn Asio Booz, Chief


Victoria Hassid, Chief Deputy Director, Acting on behalf of Director

*Revocation of Certificate.--"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him."(Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title 8, California Administrative Code, Group 2 -- Administration of Self Insurance

NUMBER 2384 - ZA

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

Gothic Grounds Management, Inc.

(Name of Affiliate)

STATE OF INCORPORATION CA

Gothic Landscaping, Inc.

(Master Certificateholder)

STATE OF INCORPORATION CA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure, holder of Master Certificate No. 2384.

This certificate may be revoked at any time for good cause shown. *

EFFECTIVE DATE: April 1, 2019

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



Victoria Hassid

Lyn-Ann Booz, Chief

Victoria Hassid, Chief Deputy Director, Acting on behalf of Director

*Revocation of Certificate - "A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the insolvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title 8, California Administrative Code, Group 2 - Administration of Self Insurance



City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to ***paperless delivery*** of Certificates of Insurance, thus this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **17633415**.

- Email: mountainwestdelivery@lockton.com
- Phone: 303-728-8060

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

*The above inbox and phone number is for automating electronic delivery of certificates only.
Please do NOT send future certificate requests to this inbox or contact the phone number below with email updates.*

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
8110 E. Union Avenue, Suite 100
Denver, CO 80237

POLICY NUMBER: GSA4639116094-05

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
As Required By Written Contract With The Named Insured, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract With The Named Insured, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: GSA4639116094-05

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As Required By Written Contract With The Named Insured, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract With The Named Insured, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Policy Number: GSA4639116094-05

Effective Date: 4/1/2025

General Security Indemnity Company of Arizona

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (01/15)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the

following: COMMERCIAL GENERAL LIABILITY COVERAGE

PART

Any coverage provided to an Additional Insured shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- 1) a written contract or written agreement specifically requires that this insurance apply on a primary and non-contributory basis; or
- 2) prior to a loss, you request in writing and we agree that this insurance shall apply on a primary and non-contributory basis.

Name of Person(s) Or Organization(s)

As Required By Written Contract, Fully Executed Prior To The Named Insured's

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Attachment Code: D683505 Master ID: 1531267, Certificate ID: 17633415

Policy Number: GSA4639116094-05

Effective Date: 4/1/2025

VEN 051 00 (01/15)

Page 1 of 1

POLICY NUMBER:GSA4639116094-05

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF
SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
As Required By Written Contract With The Named Insured, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV — Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY NUMBER: RAD5000648

XIC 411 1013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured**, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this policy;
- b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
- c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

**COMMERCIAL
AUTO CA 04
49 11 16**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance — Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any

other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

POLICY NUMBER: RAD5000648

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: GOTHIC LANDSCAPING, INC.

Endorsement Effective Date: April 1, 2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization where required by written contract but only to the extent required by such contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



Starr Surplus Lines Insurance Company

Other Insurance - Primary and Noncontributory for Additional Insured Amendatory Endorsement

Policy Number: 1000588873251 **Effective Date:** 04/01/2025 at 12:01
A.M. Named Insured: Gothic Landscape, Inc.

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

It is hereby agreed that **SECTION IV. CONDITIONS, I. Other Insurance** is deleted in its entirety and replaced by the following:

I. Other Insurance

If other insurance applies to "Ultimate Net Loss" that is also covered by this Policy, this Policy will apply excess of, and will not contribute to, the other insurance. Nothing herein will be construed to make this Policy subject to the terms, conditions and limitations of such other insurance. However, other insurance does not include:

1. "Underlying Insurance";
2. Insurance that is specifically written as excess over this Policy; or
3. Insurance held by a person(s) or organization(s) qualifying as an additional insured in "Underlying Insurance," but only when the written contract or agreement that mandates such additional insured status:
 - a. Requires a specific limit of insurance that is in excess of the Underlying Limits of Insurance;
 - b. Requires that your insurance be primary and not contribute with that of the additional insured; and
 - c. Is executed prior to the loss.

In such case as described in subparagraph 3. above, we shall not seek contribution from the additional insured's primary or excess insurance for which they are a named insured for amounts payable under this insurance.

The Limits of Insurance afforded the additional insured pursuant to subparagraph 3. above shall be the lesser of the following:

- a. The minimum limits of insurance required in the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations of this Policy.

Other insurance includes any type of self-insurance or other mechanism by which an Insured arranges for the funding of legal liabilities.

Policy Number: GSA4639116094-06
Insured: Gothic Landscaping Inc.

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s)**

Location(s) Of Covered Operations:

as required by written contract, fully executed prior
to the named insured's work.

as required by written contract, fully executed prior
to the named insured's work

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to
include as an additional insured the person(s) or
organization(s) shown in the Schedule, but only
with respect to liability for "bodily injury", "property
damage" or "personal and advertising injury"
caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your
behalf;
- in the performance of your ongoing operations for
the additional insured(s) at the location(s)
designated above.

B. With respect to the insurance afforded to these
additional insureds, the following additional
exclusions apply:

This insurance does not apply to "bodily injury" or
"property damage" occurring after:

1. All work including materials parts or equipment
furnished in connection with such work, on the
project (other than service, maintenance or repairs)
to be performed by or on behalf of the additional
insured(s) at the location of the covered operations
has been completed; or
2. That portion of "your work" out of which the
injury or damage arises has been put to its
intended use by any person or organization other
than another contractor or subcontractor engaged
in performing operations for a principal as a part of
the same project.

Policy Number: GSA4639116094-06

Effective: 4/1/2026

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (01/15)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Any coverage provided to an Additional Insured shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- 1) a written contract or written agreement specifically requires that this insurance apply on a primary and non-contributory basis; or**
- 2) prior to a loss, you request in writing and we agree that this insurance shall apply on a primary and non-contributory basis.**

Name Of Person(s) Or Organization(s)

As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Insurer: General Security Indemnity Co of Arizona

Waiver of Our Right to Recover from Others Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Excess Workers Compensation and Employers Liability Policy

In consideration of an additional premium of \$ _____, it is agreed that we have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce this right against the person or organization named in the Schedule below. This agreement applies as follows:

1. that you perform work under a written contract that requires you to obtain this agreement;
2. that you entered into a written contract prior to the loss; and
3. we agree to also waive our right of recovery but only with respect to such loss.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule:

Any person or organization where required by written contract but only to the extent required by such contract or
agreement.

All other policy terms and conditions remain unchanged.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must be completed always:

Complete only when this endorsement is not
prepared with the policy or is not to be effective
with the policy:

Endorsement Number:
Policy Number: RWE500064901
Issued to: Gothic Landscaping Inc.

Effective Date of this Endorsement: 4/1/2026

XL Specialty Insurance Company Countersigned by Authorized Representative

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

<u>Name and Address of Other Person/Organization</u>	<u>Number of Days Notice</u>
---	-------------------------------------

Per schedule on file with the company	30
--	-----------

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

