



San Mateo County

Landscaping RFB – Dated September 9, 2021

Addendum #2

Answers to questions our County Counsel received on September 1, 2021:

1. *Hello – Please see the attached public records request for County of San Mateo – Department of Public Works.*

Brightview is planning on bidding the attached Landscaping RFP and we are requesting the current vendor and contract, in addition to any addendums, for these services.

See Attached documents below

2. *The requestor has also asked for all of the prior proposals from the last RFP we did*

See Attached documents below



County of San Mateo

Inter-Departmental Correspondence

Department: PUBLIC WORKS

File #: 16-778

Board Meeting Date: 11/21/2017

Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors
From: James C. Porter, Director of Public Works
Subject: Landscape Maintenance Agreement with Bayscape Landscape Management

RECOMMENDATION:

Adopt a resolution authorizing an agreement with Bayscape Landscape Management for landscape maintenance services at various County facilities, for the term of December 1, 2017 through November 31, 2020, in an amount not to exceed \$792,976.

BACKGROUND:

The Facilities Services Division is responsible for all landscape maintenance services surrounding County owned buildings and property. Ongoing landscape maintenance services protect the County's investment in landscape assets, preserves natural resources, and enhances property aesthetics. Services provided under this agreement include; lawn care, tree and shrub care, ground cover, irrigation systems, seasonal and perennial plant care, debris removal, associated maintenance and repair activities, and remedial work as identified and agreed upon during the term of the agreement.

DISCUSSION:

A formal Request for Proposal (RFP) process was solicited in August 2017 from landscape management firms through advertising on the Public Works' website, posting the RFP in the Daily Journal and sending it to three companies that had previously showed interest in doing business with the County. A mandatory pre-proposal meeting included site visits, a review of the scope of work with the participants, answering questions and publishing two addendums answering the participant's questions.

Representatives from the Department of Public Works participated on the selection committee that reviewed the qualifications of the two firms submitting proposals. Based on that review, the selection committee determined that Bayscape Landscape Management firm was most qualified and provided the highest value in landscape management services for County facilities. The cost of maintenance with Bayscape Landscape Management is lower than in prior years. Additional services under this contract, such as replacement of landscape in areas gone fallow during the drought, are at market rate.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination, and equal benefits policies.

County Counsel has reviewed and approved this agreement and resolution as to form.

Approval of this Agreement contributes to the Shared Vision 2025 of an Environmental Conscious Community by maintaining and improving the County's facilities landscape aesthetics and natural resources.

FISCAL IMPACT:

Funding to support this agreement has been included in the Public Works FY 2017-18 Adopted Budget and will be financed through Facility Service Charges. There is no additional impact to the General Fund.

Attachment: Exhibit A

RESOLUTION NO. 075594

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING AN AGREEMENT WITH BAYSCAPE LANDSCAPE MANAGEMENT FOR LANDSCAPE MAINTENANCE SERVICES AT VARIOUS COUNTY FACILITIES, FOR THE TERM OF DECEMBER 1, 2017 THROUGH NOVEMBER 31, 2020, IN AN AMOUNT NOT TO EXCEED \$792,976.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the Board of Supervisors of the County of San Mateo is authorized to engage the services of professional landscape management; and

WHEREAS, the public interest and general welfare will be served by selecting and using the qualified firm of Bayscape Landscape Management for professional landscape management services; and

WHEREAS, the County desires to enter into an Agreement with Bayscape Landscape Management to provide landscape management services that protects and enhances the natural resources and aesthetics of County property; and

WHEREAS, Bayscape Landscape Management is qualified to provide landscaping services at our various County facilities; and

WHEREAS, two landscape management firms submitted their proposals and Bayside Landscape Management was selected through a Request for Proposal process, as being the most qualified and providing the highest value in landscape management services; and

WHEREAS, the Director of Public Works has recommended that an agreement be entered into with Bayscape Landscape Management to provide landscape management services as needed throughout our various County facilities and under the direction of the Director of Public Works; and

WHEREAS, this Board has considered and concurs with the recommendation of the Director of Public Works; and

WHEREAS, this Board has been presented with a form of said Agreement and has examined and approved same as to both form and content, and desires to enter into same.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of the Board of Supervisors is hereby authorized and directed to execute said Agreement with Bayscape Landscape Management for the term of November 1, 2017 to October 31, 2020, in an amount not-to-exceed \$792, 976, for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

BE IT FURTHER RESOVED, that the Director of Public Works, or designee, is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

Regularly passed and adopted this 21st day of November, 2017

AYES and in favor of said resolution:

Supervisors: _____ *CAROLE GROOM*

_____ *DON HORSLEY*

_____ *WARREN SLOCUM*

_____ *DAVID J. CANEPA*

ABSENT: _____ *DAVE PINE*

NOES and against said resolution:

Supervisors: _____ *NONE*



*President, Board of Supervisors
County of San Mateo
State of California*

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.



Deputy Clerk of the Board of Supervisors

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND BAYSCAPE
LANDSCAPE MANAGEMENT**

This Agreement is entered into this 21 day of November, 2017, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Bayscape Landscape Management, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of landscaping services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment H—HIPAA Business Associate Requirements Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed seven hundred ninety two thousand nine hundred and seventy-six dollars (\$792,976.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 1, 2017, through November 30, 2020.

5. Termination

This Agreement may be terminated by Contractor or by the Jim Porter or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification

performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of

the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and

Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: James Porter, Director of Public Works
Address: 555 County Center, 5th Floor

Redwood City, CA 94063
Telephone: 650.363.4100
Facsimile: 650.361.8227
Email: jporter@smcgov.org

In the case of Contractor, to:

Name/Title: Tom Ellington
Address: P.O. Box 880

Alviso, CA 95002
Telephone: 408.288.2940
Facsimile: 408.392.9014
Email: tome@bayscape.net

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

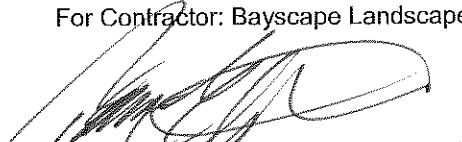
19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Bayscape Landscape Management


Contractor Signature

11/9/17
Date

TOM ELLINGTON
Contractor Name (please print)

COUNTY OF SAN MATEO

By: 
President, Board of Supervisors, San Mateo County

Date: November 21, 2017

ATTEST:

By: 
Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

SCOPE OF WORK

These services shall be carried out by trained service technician(s) at all times. The Contractor is responsible for all aspects of landscape maintenance during the term of the agreement. All work is to be performed during normal business hours.

Description:

Landscape maintenance preserves and sustains the quality of a landscape. Landscapes are generally designed with a given style, formal or informal. Proper maintenance maintains the intended design concept.

Work Included:

Maintenance of plantings, irrigation and drainage systems, debris removal and other related work.

Quality Assurance:

Contractor must be properly licensed and registered to perform pest and weed control work described below.

Site Conditions:

Existing conditions Contractor shall inspect the entire site and be familiar with the requirements and growth habits of all existing plant material.

Environmental conditions Contractor shall advise the Facilities Manager of serious disease or pest problems and any other conditions which may be detrimental to the condition of the landscape.

Scheduling:

Maintenance services shall be provided on a weekly basis, Monday through Friday, between the hours of 6:00 a.m. and 6 p.m. A schedule of work must be provided in advance to the Facilities manager.

Warranty:

- A. Contractor shall furnish all supervision, labor, materials and equipment necessary for the complete maintenance of all landscaped areas.
- B. Plant materials shall be maintained in a healthy and vigorous condition, irrigation and drainage systems kept in good working order, and the general site kept clean, and free of litter, or debris and notify the Facilities Manager of any graffiti.

- C. Contractor shall restore or replace any trees, shrubs, ground covers, lawn, perennials, annuals, or irrigation components damaged by Contractor's action or lack of action.
- D. Contractor shall not be responsible for the following, unless specifically agreed upon:
 - 1. Pruning and pest control of trees above 15 feet in height;
 - 2. Replacement of plant material damaged or destroyed by storms, or other causes beyond the contractor's control;
 - 3. Thatching of turf grass areas;
 - 4. Damage caused by rodents and or other pests.

Equipment:

Contractor shall provide and maintain all equipment necessary to properly complete the maintenance work. Equipment shall be safe, proper, efficient, and suited to, and for, the job. All cutting blades shall be kept properly sharpened. All equipment must have all required safety devices in place and in operation.

All equipment used must comply with Bay Area Air Quality standards. You must also observe spare the air day requirements.

Inspection:

The Contractor shall, at least once a week, inspect all areas covered by an automatic irrigation system for any malfunction. Approximately thirty (30) days prior to the termination of the contract, a comprehensive test of all irrigation systems shall be made by a Public Services Department representative. Any repairs deemed the contractor's responsibility shall be made by the contractor prior to the end of the contract period.

If repairs made are not to the Facilities Manager or Director of Public Works and Parks or his designee's satisfaction, deductions shall be made in the final contract payment to cover the cost of eliminating the discrepancies determined by the Director of Public Works and Parks or his designee.

PRODUCTS

Fertilization – General

Contractor will use a complete fertilizer (nitrogen, phosphorus, and potassium) equal to or better than Turf Gold 22-5-5. The contractor will put on fertilizer at the following times and rates:

First application of fertilizer is in early spring, second application in early fall. The rate will be one pound of nitrogen per thousand square feet, per application.

Contractor MUST submit monthly use reports to the San Mateo County Department of Agriculture per California Department of Pesticide Regulations.
<http://www.cdpr.ca.gov/docs/pur/purmain.htm>. (Division 6. Pesticides and Pest Control Operations, Chapter 1. Pesticide Regulatory Program, Subchapter 1. Definition of Terms)

Fertilizers:

Commercial fertilizers may be pellet, tablet, granular, or liquid form and must conform to the requirements of the California Food and Agriculture Code. Choice of fertilizers shall be based on soil fertility tests and/or the specific plant requirements.

Pesticides:

Pesticides should not be used. If they are absolutely necessary, all pesticides MUST be registered in the State of California and conform to all requirements of the California Food and Agriculture Code. Please see the County's IPM policy (See Attachment "C").

Herbicides:

All herbicides MUST be registered in the State of California and conform to all requirements of the California Food and Agriculture Code.

Growth Regulators:

Growth regulators must be registered in the State of California and conform to all requirements of the California Food and Agriculture Code.

EXECUTION

Trees: (Trees under 15 feet tall only) all trees taller than 15 feet fall under the County's care)

A. Pruning

1. Tree pruning will be accomplished on a periodic basis to regulate size, improve shape and symmetry and to promote proper blooming and growth characteristics.
2. All trees shall be allowed to grow to their natural genetic form and size, unless specifically accepted.
3. Tree pruning shall have two basic objectives: to promote structural strength and to accentuate the natural form and features of the tree.
4. Branches of all trees, regardless of overall height, will be pruned up to a height of 15 feet for the purpose of safety and security, i.e. clearing of security cameras or obstruction of pedestrian and vehicular traffic.
5. The primary pruning of deciduous trees shall be done during the dormant season. Damaged trees or those that constitute health or safety hazards shall be pruned at any time of the year, as required.

6. Under no circumstances shall mature trees be topped nor shall young trees be stripped of lower branches ("raised up"). Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote callipered trunk growth ("tapered trunk"). Lower branches shall be cut off only after the tree is able to stand erect without staking or other support.
 7. Trees with a strong center leader and conical (pyramidal) shape generally need little or no pruning. As a rule, the single central leader shall never be cut back, as this will create an unnatural multi-leader form and an abundance of weak vegetative growth.
 8. Trees with multi-leaders or a branched main trunk system shall be pruned to select and develop permanent scaffold branches which have vertical spacing from 18 to 24 inches and radical orientation so as not to overlay one another. This is done to eliminate narrow, V-shaped branch forks that lack strength, to maintain growth within space limitations, and to maintain a natural appearance.
 9. Conifers shall be thinned out and shaped only when necessary, to prevent wind and storm damage.
 10. Proper side branch removal requires cutting at the main trunk just beyond the branch bark ridges.
 11. All suckers and water sprouts and crisscrossing dead, diseased, broken, and heavy-laden side branches shall be removed to thin crown for less wind resistance.
- B. Irrigation
1. Trees have deep root systems. Soil conditions shall be monitored closely for both under-watering and over-watering.
 2. Frequency and duration of irrigation shall be dictated by the requirements of the specific trees.
 3. All trees shall be probed with a soil-sampling probe to a depth of 24 inches at least every 45 days to ascertain the subsoil conditions. A saturated condition is an indication of drainage problems or excessive irrigation and shall be corrected as soon as possible.
- C. Fertilization
1. Most trees shall be fertilized annually, in the spring, with a complete fertilizer.
 2. Fertilization of mature trees shall be required only if the trees show a definite need for fertilization.
 3. Apply fertilizer around the tree, approximately halfway between the base and dripline, at a rate of one-half pound of actual nitrogen per inch of trunk diameter measured at four feet above the soil surface.
- D. Staking and Guying
1. The purpose of staking and guying trees is to support and protect young trees until such time as they can stand alone.
 2. All tree stakes, guys, and ties shall be maintained to properly support the tree and shall be inspected every 90 days, to prevent girdling or chafing of trunks or branches or rubbing that may cause bark wounds.

3. Stakes and guys shall be removed when no longer required for support.
- E. Tree wells
1. Bare soil wells shall be maintained around all trees. A circle with a radius of 12 inches beyond the bark of the tree shall be maintained free of grass, ground covers, and weeds.
 2. Grasses and weeds shall be removed or sprayed with a contact herbicide (see Weed Control)

Shrubs and Vines:

- A. Pruning
1. The general objectives for pruning of shrubs and vines are to maintain growth within space limitations, to maintain a natural appearance, to eliminate diseased or damaged growth, and to select and develop permanent branches.
 2. General pruning shall be done in late winter. Minor pruning may be done at any time.
 3. Shrubs shall be pruned to conform to the design concept of the landscape.
 4. Individual shrubs shall not be clipped into balled or boxed forms, except in formal gardens.
 5. Vines shall be pruned to control growth and direction, and shall be kept "in-bounds" and not allowed to grow over windows, doors, gates, or other structural features.
 6. All pruning cuts shall be made to lateral branches or buds or flush with trunk or main stem. Pinching or light heading back of terminal buds on selected shrub species promote bushiness. To prevent legginess (sparse lower branches), shrubs shall be maintained with the lower foliage wider than the upper foliage. This practice allows more light to reach the lower foliage.
 7. Shrubs forming a hedge should be pruned in a pyramid shape with a 10 degree angle leaning from the bottom towards the top of the plant to maintain shoulder room when walking along sidewalks or pathways. (see Facilities Manager for clarification, if necessary)
- B. Irrigation
1. Frequency and duration of irrigation shall be dictated by the specific requirement of the shrubs and vines.
 2. Soil moisture checks of representative plants in the landscape shall be made bi-monthly, using a soil-sampling probe or other approved tool.
 3. Consideration shall be given to the ground covers growing in shrub areas. Irrigation scheduling shall be based on the requirements of the shallowest rooted plants in the area.
- C. Fertilization
1. Most shrubs and vines shall be fertilized annually. Plants that have reached maturity may not require annual fertilization. Plants requiring continual or annual

pruning, due to space limitations or espaliering, may require more frequent fertilization.

2. All actively growing plants not yet at maturity shall be fertilized once per year in the spring (March or April). Apply an appropriate slow-release, long-lasting nitrogen fertilizer, controlled-release fertilizer, or plant tablets at the manufacturer's recommended application rate.

D. Staking and Tying

1. Contractor shall maintain a continuing program of staking, tying and otherwise insuring that all plants, tree, shrubs, vines and other types of plants requiring training or support shall be securely fastened to stakes, walls, fences, lattices or other appurtenances necessary to maintain plants in a proper upright manner to effect a neat appearance and to insure that proper growth is maintained. Plants shall be inspected regularly and tight or worn ties loosened or replaced.

Groundcover Maintenance:

A. Edging

1. Established ground covers bordering sidewalks or curbs shall be edged as often as necessary to provide a clean, crisp line at all times.
2. Ground covers shall not be allowed to touch or cover the crowns of shrubs and trees.

B. Irrigation

1. Ground covers shall be irrigated according to the water requirements of the plants. Because both trees and shrubs are often planted in ground cover areas, irrigation shall be made with the water requirements of all plants considered.
2. Moisture checks shall be made periodically by use of a soil probe in various ground cover areas. These checks shall be used as a guide in water requirements.

C. Fertilization

1. Fertilization shall coincide with the ground cover growing season. One application of a complete fertilizer applied in the spring, per manufacturer's recommended application rate, is generally adequate for established ground covers.
2. Young or sparse ground cover areas require a minimum of two applications of fertilizer: one in early spring and again in late spring or early summer.

D. Renovation

1. Ground covers will develop a thatch layer with age. This mat of old stems (thatch) is not only unsightly, but harbors a great number of insects, rodents and other undesirable pests.
2. Renovation of ground covers is normally done at the end of the dormant season, and will reduce the thatch and revitalize the appearance of the ground cover.

E. Coverage

In order to establish complete coverage within a maximum of two growing seasons, ground cover plantings shall be kept healthy and actively growing with proper irrigation and fertilization.

General information: All areas planted in groundcovers shall be adequately irrigated and fertilized to maintain vigorous growth. Groundcover beds shall be periodically edged to keep them in their intended space. Groundcovers shall not be allowed to encroach into lawns, shrub beds, or other areas deemed as undesirable by the Facilities Manager, the Director of Public Works & Parks or his designee.

Groundcover plantings shall be periodically thinned and pruned for vigorous growth and overall appearance of the site. The spaces between plants shall be regularly cultivated.

Lawns:

A. Mowing

1. Turfs shall be mowed weekly during the growing season and at other times as needed.
2. As a general rule, warm season grasses are mowed shorter than cool season grasses. Begin mowing at one-half inch in the spring and slowly adjust to one inch by late summer and early fall. Avoid scalping during the growing season.
3. Clippings shall either be caught or vacuumed from the lawns.

B. Edging

1. All lawn edges along sidewalks and curbs, as well as shrub or ground cover border areas, shall be edged at least every two weeks during the active growing season, March through October, and as required for appearance for the remainder of the year.
2. Edging shall be performed with a blade type mechanical edger. The cut edge shall appear as a clean, smooth line.
3. Obstacles within the lawn areas shall be edged to maintain a grass-free clear space of two inches in width.
4. Lawn sprinkler heads shall only be edged to allow for proper distribution of water.

C. Irrigation

1. Lawns shall be irrigated at such frequency, as weather conditions require. Soil moisture within the root zones shall remain constant and adequate during the growing season.
2. Lawns shall not be watered on the day prior to mowing. Wet soil conditions usually promote disease and soil compaction.

3. Lawns shall be irrigated at night or early morning. Wherever possible, intermittent applications during the irrigation period shall be used to increase penetration, eliminate runoff, and comply with the County of San Mateo regulations.

D. Fertilization

1. Depending on type of grass, normal requirements of actual nitrogen are five to nine pounds per 1,000 square feet per year.
2. Availability of nitrogen shall be as even as possible. Not more than one pound per month shall be applied during the growing season.
3. Fertilizers shall be applied per the manufacturer's recommendations.

Irrigation Systems:

A. General

1. Contractor will be responsible for all parts and maintenance from the control valve to the sprinkler heads.
2. Proper irrigation system maintenance shall include the overall supervision of the system, controller scheduling, routine adjustments, and necessary repairs.
3. Failure of the system to provide full and proper coverage shall not relieve the Contractor of providing adequate coverage.

B. Controller Scheduling

1. A qualified person shall be completely responsible for operating the irrigation systems, with the duties of adjusting controllers, observing the effectiveness of the irrigation system, and making minor adjustments to the system. Best watering management practices shall be used and not limited to below.
2. The irrigation programs shall be adjusted to conform to plant requirements, soil and slope conditions, weather, and change of season, within the limitations of the system.
3. Water shall not be applied at a rate higher than the infiltration rate of the soil. Irrigation time clocks shall be set for two (2) ten-minute cycles instead of one longer continuous cycle to avoid run off water.
4. A soil sampling probe and/or tension meter shall be used regularly to evaluate actual soil moisture levels and irrigation schedule.
5. Automatic irrigation controllers shall be rescheduled, as necessary, to avoid water waste and runoff, and shall be turned off during periods of rain.
6. In windy areas the controllers shall be set to operate during periods of low wind velocity.
7. Watering schedules shall be arranged so as not to interfere with the use of the facility.
8. A chart shall be maintained to record current irrigation programs including day, times, and length of watering for each station and program for each controller.

C. System Maintenance

1. The irrigation system shall be maintained for optimum performance. This shall include cleaning and adjusting all sprinkler heads and valves for proper coverage.
2. Inspections of the irrigation system, in operation, shall be made weekly or as needed during summer months, April through October, and biweekly November through March, to detect any malfunctioning of the system.
3. All malfunctioning equipment shall be repaired prior to the next scheduled irrigation.
4. All replacement heads shall be of the same manufacturer, type, and application rates.

Drainage Systems:

- A. Good drainage is essential for healthy and vigorous plant growth, and systems must be routinely checked for blockage which could cause ponding, flooding, and excessive saturation of the soil and plant root zones.
- B. Surface draining swales shall be kept free of leaves, debris, and sediment accumulations.
- C. Underground drainage systems shall be flushed with water at least twice a year, summer and winter, to avoid plugged pipes.

Disease and Pest Control:

- A. All chemicals MUST be applied under the strict supervision of a licensed and qualified pest control applicator, per the manufacturer's recommended label application procedures, and the laws regulating pesticide application.
- B. Plants and lawns shall be maintained in healthy condition such that they are able to withstand minor disease and insect damage without controls. Routine applications of pesticides are not permitted, as this practice destroys natural predator-prey relationships in the environment.
- C. In general, incidence of serious disease and insect problems shall be minimized by proper fertilization and irrigation practices.
- D. Where unusually high infections or infestations occur, an accurate identification of the disease or insect shall be made and the control product selected with care, prior to application.
- E. Insecticidal soaps shall be utilized whenever possible.
- F. Snails and slugs shall be controlled with recommended baits and sprays.
- G. Rodents such as gophers and moles shall be trapped or controlled with appropriate baits.
- H. Please review County's IPM policy (Attachment "C").

- I. Must provide County with written report for all pesticide, herbicide and chemical usage. Report should list the product type, name and usage by volume per square foot.

Weed Control:

- A. Use of Herbicides – Herbicides may be used to control and inhibit weed growth, but must be selected with extreme care. Pre-plant, pre-emergent, contact, and trans-located herbicides are available. Some herbicides can cause damage to plant material. Herbicides must be applied in strict accordance with manufacturer's label application procedures.
- B. Tree Wells – Contact herbicides may be used to control the growth of weeds and grasses in tree wells but shall not be used more than once a month. Avoid spray contact with the tree bark. Pre-emergent herbicides may be used. Caution must be exercised to avoid damage to adjacent lawns or ground covers.
- C. Shrub and Ground Cover Areas – Shrub and ground cover areas shall be maintained free of weeds and grasses. Herbicides may be used to control weed growth. Careful consideration shall be given to the choice of materials used, since some herbicides do damage to turf grass and some ground covers. Contractor shall use caution in application in areas adjacent to lawns or ground covers.
- D. Lawns
 1. Weeds infestations shall be discouraged by proper maintenance, including but not limited to proper mowing, proper watering, and proper fertilization.
 2. Any and all deficient practices shall be corrected.
 3. Before selecting and applying herbicides to lawn, the type of weed shall be carefully identified.
 4. Herbicides shall be used as little as possible. Only when necessary shall herbicides be used as a means of swinging the weed-grass competition in favor of the turf grass.
- E. Other Weed Control – Weeds shall not be allowed to grow in paved areas such as driveways, curbs, walks and paths. Weeds can be removed manually or herbicides may be used for control. The use of weed oil, diesel fuel, or other staining or damaging materials is not allowed. Dead weeds shall be removed from all pavements.

Bioswales:

- A. Please see attachment "D" for County's Stormwater Control Measures Policy requirements.

Debris Removal:

- A. Litter and trash including but not limited to leaves, rubbish, paper, bottles, cans, and other debris shall be removed from all landscaped areas of the site on a weekly basis.
- B. Graffiti shall be reported to the facilities manager as soon as possible.
- C. All refuse from the maintenance operation shall be disposed of properly.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. **Amount and Method of Payment**

In consideration of the above services provided by Contractor, County shall pay Contractor within 30 days upon receipt in our Accounting Department, of a written itemized monthly invoice identifying the Agreement number, location of work, specific work completed and breakdown of charges. The approved total **not-to-exceed** amount shall be **\$395,976 (three hundred ninety-five thousand nine hundred seventy-six)** over the terms of three years.

Initial Remedial and Emergent Work:

Contractor will walk four County campuses: North County Probation, The Redwood City Campus, The East Palo Alto Government Center and The YSC Campus. Together, they will establish a scope of work within the first three months of the contract year to bring these areas up to standards established in the scope of work of this agreement. When to the satisfaction of the County, each facility is to County standards, the contractor will be eligible for payment of the replanting fee, for work outlined in Attachment II, up to **\$250,000 (two hundred and fifty thousand dollars)**.

Invoices are to be submitted to:
Department of Public Works-FMO
555 County Center, 5th Floor
Redwood City, CA 94063

2. **Expenses**

Reasonable and necessary expenses related to the services performed and actually incurred shall be reimbursed at cost upon County's review and approval of submitted expense report and backup documentation.

3. **Changes in Work**

The Director of Public Works or its designated representative may order changes, in writing, to the scope or character of work which are mutually acceptable, either decreasing or increasing the amount and duration of Contractor's services. In the event that such changes are ordered, Contractor shall be entitled to compensation of all work previously directed by County and performed by Contractor prior to receipt of notice of change.

FMO – FACILITIES

ATTENTION:

Gary Behrens – Facilities, Maintenance Manager

FACILITY

<u>CODE:</u>	<u>LOCATION</u>
F18352	EPA Gov't Center
F59066	Maguire Jail
F99273	Law Library Cohn Sorenson
F29111	Agriculture Building
F19071	COB I
F19074	COB II
F29081	Annex Building
F19062	Hall of Justice
F09054	FATCO
F09101	Grant Yard
F99151	Lathrop House
F99079	Parking Structure
F29091	Weights & Measures
F19260	HSA Dist. Office
F99075	Child Care Center
F59288	Maple Street Correctional Center
F69415	Camp Kemp
F39433	Crime Lab
F19401	YSC
F99421	CDF #17
F89522	Elections- Registration
F09531	Construction Service Shop
F69414	Children's Receiving Home
F79452	Central Library Building
F59711	No. County Detention
F19671	No. County Probation

HEALTH & HOSPITAL – FACILITIES

ATTENTION:

Gary Webb – Facilities Manager

FACILITY

CODE:

LOCATION

F38321	Mike Nevin Clinic
F38546	Coastside Clinic
F39121	Cordilleras
F39123	Canyon Oaks
F39258	Fair Oaks Medical Clinic
F49441	San Mateo Medical Center
F39474	Serenity House
F09673	Health Clinic

ATTACHMENT I

1. Facilities, Maintenance & Operations							
	FACILITY CODE	LOCATION	ADDRESS	CITY	Annual Oct 2017-2018	Annual Oct 2018-2019	Annual Oct 2019-2020
1	F18352	EPA Gov't Center	2415 University Ave.	East Palo Alto	\$ 3,044	\$ 3,105	\$ 3,167
2	F59066	Maguire Jail	330 Bradford St.	Redwood City	\$ 3,044	\$ 3,105	\$ 3,167
3	F99273	Law Library Cohn Sorenson	710 Hamilton St.	Redwood City	\$ 381	\$ 388	\$ 396
4	F29111	Agriculture Building	728 Heller St.	Redwood City	\$ 3,044	\$ 3,105	\$ 3,167
5	F19071	COB I	455 County Center	Redwood City	\$ 3,044	\$ 3,105	\$ 3,167
6	F19074	COB II	555 County Center	Redwood City	\$ 3,044	\$ 3,105	\$ 3,167
7	F29081	Annex Building	500 County Center	Redwood City	\$ 761	\$ 776	\$ 792
8	F19062	Hall of Justice	400 County Center	Redwood City	\$ 761	\$ 776	\$ 792
9	F09054	FATCO	555 Marshall St	Redwood City	\$ 1,522	\$ 1,553	\$ 1,584
10	F09101	Grant Yard	752 Chestnut St.	Redwood City	\$ 761	\$ 776	\$ 792
11	F99151	Lathrop House	627 Hamilton St.	Redwood City	\$ 1,522	\$ 1,553	\$ 1,584
12	F99079	Parking Structure	400 Middlefield Rd.	Redwood City	\$ 3,044	\$ 3,105	\$ 3,167
13	F29091	Weights & Measures Building	702 Chestnut St.	Redwood City	\$ 761	\$ 776	\$ 792
14	F19260	HSA Dist. Office	2500 Middlefield Rd	Redwood City	\$ 3,044	\$ 3,105	\$ 3,167
15	F99075	Child Care Center	401/403 Winslow	Redwood City	\$ 7,611	\$ 7,763	\$ 7,918
16	F59288	Maple Street Correctional Center	1300 Maple Street	Redwood City	\$ 3,044	\$ 3,105	\$ 3,167
17	F69415	Camp Kemp	400 Paul Scannell Dr.	San Mateo	\$ 3,044	\$ 3,105	\$ 3,167
18	F39433	Crime Lab	50 Tower Rd.	San Mateo	\$ 1,522	\$ 1,553	\$ 1,584
19	F19401	YSC	222 Paul Scannell Dr.	San Mateo	\$ 13,700	\$ 13,974	\$ 14,253
20	F99421	CDF # 17	20 Paul Scannell Dr.	San Mateo	\$ 1,522	\$ 1,553	\$ 1,584
21	F89522	Elections-Registration Building	40 Tower Rd.	San Mateo	\$ 761	\$ 776	\$ 792
22	F09531	Construction Service Shop	30 Tower Rd.	San Mateo	\$ 761	\$ 776	\$ 792
23	F69414	Children's Receiving Home -new	31 Tower Rd.	San Mateo	\$ 3,044	\$ 3,105	\$ 3,167
24	F79452	Central Library Building	25 Tower Rd.	San Mateo	\$ 3,044	\$ 3,105	\$ 3,167
25	F59711	No. County Detention	1050 Mission Rd.	South San Francisco	\$ 761	\$ 776	\$ 792
26	F19671	No. County Probation	1024 Mission Rd.	South San Francisco	\$ 7,611	\$ 7,763	\$ 7,918
2. Health and Hospitals							
27	F38321	Mike Nevin Clinic	380 90th St.	Daly City	\$ 3,044	\$ 3,105	\$ 3,167
28	F38546	Coastside Clinic	225 South Cabrillo Way	Half Moon Bay	\$ 761	\$ 776	\$ 792
29	F39121	Cordilleras	200 Edmunds Rd.	Redwood City	\$ 6,089	\$ 6,211	\$ 6,335
30	F39123	Canyon Oaks	300 Edmunds Rd.	Redwood City	\$ 761	\$ 776	\$ 792
31	F39258	Fair Oaks Medical Clinic	2710 Middlefield Rd.	Redwood City	\$ 3,044	\$ 3,105	\$ 3,167
32	F49441	San Mateo Medical Center (Entire Campus)	222 W. 39th Ave.	San Mateo	\$ 36,533	\$ 37,263	\$ 38,009
33	F39474	Serenity House	3701 Hacienda St.	San Mateo	\$ 4,567	\$ 4,658	\$ 4,751
34	F09673	Health Clinic	306 Spruce Street	South San Francisco	\$ 381	\$ 388	\$ 396
					\$ 129,387	\$ 131,975	\$ 134,614
							\$ 395,976

ATTACHMENT II

See Next Page

San Mateo County
Landscaping RFB – Dated August 23, 2017

Addendum #2

It was brought to our attention, in regards to the remedial work, that it is hard to determine the amount of plants, soil, etc. needed solely based on the walk through. The County will award the lowest bidder based solely on the cost of the maintenance scope, and not the remedial pricing. However, we would like to have unit costs for the remedial work, based on the plant or material, the size of plants and the labor costs. Please use the chart below to enter this information.

1. **FOR THE REMEDIAL WORK ONLY**

Please provide pricing for each type and size of plant (using the table below), including the labor cost for planting it. In the table below, please note that you are providing the cost for ONE plant only with labor costs included.

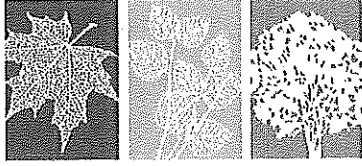
Plant/Materials	Cost = 1 gallon	Cost = 5 gallon	Cubic Yard
Boutin Blue Agave	\$18.00	\$65.00	
Atlas Fescues	\$15.00	\$45.00	
Carex vargated	\$15.00	\$45.00	
Juncus	\$15.00	\$45.00	
Organic Compost (cubic yard)			\$110.00
Woodchip Mulch (cubic yard)			\$125.00

2. Once a low-bidder has been determined, the Facilities Services Manager will walk the areas that need remedial work to discuss the amount of plants, soils and woodchips to be used. Pricing will be based off of the rates indicated by the chart above.
3. Facilities identified for plant replacement:
 Redwood City Campus
 2415 University Ave, East Palo Alto
 North County Probation, South San Francisco
 YSC Campus, San Mateo
 And others as identified during site visits with funds available

Note: The bid date is Thursday, September 28th at 3:00pm.

ATTACHMENT III

BAYSCAPE



LANDSCAPE MANAGEMENT

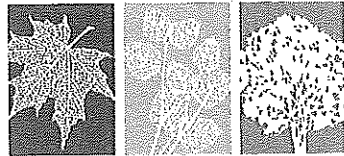
**County of San Mateo
Landscaping Services
Of Facilities & Hospitals**

Bid Due: Thursday September 28, 2017 3:00 P.M.

Original



BAYSCAPE



LANDSCAPE MANAGEMENT

Bayscape Landscape Management

Cover Letter

September 22, 2017

County of San Mateo
Department of Public Works
555 County Center, 5th Flr
Redwood City, CA 94063
Attn: Gary Beherns

Re: County of San Mateo Landscape Maintenance
Individuals Authorized to Bind Contract:

Tom Ellington
President
P.O. Box 880
Alviso, CA 95002
Office: 408/288/2940
Fax: 408/392/9014
Email: tome@bayscape.net

Matt Ellington
Operations Manager
P.O. Box 880
Alviso, CA 95002
Office: 408/288/2940
Fax: 408/392/9014
Email: matte@bayscape.net

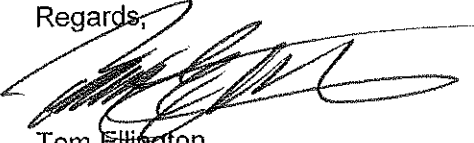
Dear Mr. Behrens,

Bayscape Landscape Management would like to thank the County of San Mateo for inviting us to be a part of the bidding process for the Facilities and Hospitals Landscape Maintenance Services. After carefully inspecting all sites, Bayscape understands the importance of quality workmanship and detail required to maintain the appearance of each site.

Bayscape Landscape Management has been doing business in the San Jose area for over 30 years. Our management team is comprised of a staff that has degrees in Ornamental Horticulture, Certified Arborists, Certified Water Managers, and Qualified Applicators Pesticide Licenses. In addition, we are a locally owned company.

Bayscape Landscape Management currently provides landscape services for multiple public agencies such as the City of San Jose, City of Hayward, and Santa Clara Valley Transportation Authority. We are an award winning landscape service contractor thru CLCA local and State Chapters. We have also provided services for Commercial Buildings, Apartments and HOA's through-out Santa Clara, Alameda, and San Mateo Counties

Regards,



Tom Ellington
President



P.O. Box 880, Alviso, California 95002 Phone: (408) 288-2940 Fax: (408) 392-9014
California State Contractor's License # C27 865702



SPECIFICATIONS

1. Service: The County anticipates that the contractor selected for this work will provide services to preserve and sustain the quality of the County's landscape.
2. Contract Term: The term of the County and firm agreement will be three (3) years and is scheduled to begin on October 1, 2017 and terminate on September 30, 2020. The agreement may provide for up to one (1) additional one-year term if both parties agree to the renewal terms.
3. Hourly Rates: Contractor shall provide hourly rates for normal business hours, after hours and holiday and weekend time.
4. Billing: Contractor shall invoice the County using the facility breakdown sheets provided (see Services and Locations table below). Contractor shall provide two separate invoices, one for Facilities, Maintenance & Operations unit and the second for Health and Hospitals unit.

EXTRA SERVICES HOURLY RATE:

\$ 65.00 Per Hour

STAFFING:

Total No. of Employees in Firm:

Part-time: 2

Full-time: 80

Office Staff: 15

Total No. of Employees to be assigned to County Landscape Areas:

Supervisors: 1

Part-time: 2

Full-time: 4

Bidder's Office Hours Monday-Friday: 7:00 a.m. to 4:00 p.m.

San Mateo County

Landscaping RFB – Dated August 23, 2017

Addendum #2

It was brought to our attention, in regards to the remedial work, that it is hard to determine the amount of plants, soil, etc. needed solely based on the walk through. The County will award the lowest bidder based solely on the cost of the maintenance scope, and not the remedial pricing. However, we would like to have unit costs for the remedial work, based on the plant or material, the size of plants and the labor costs. Please use the chart below to enter this information.

1. FOR THE REMEDIAL WORK ONLY

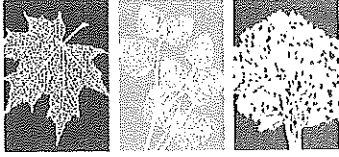
Please provide pricing for each type and size of plant (using the table below), including the labor cost for planting it. In the table below, please note that you are providing the cost for ONE plant only with labor costs included.

Plant/Materials	Cost = 1 gallon	Cost = 5 gallon	Cubic Yard
Boutin Blue Agave	\$ 12.00	\$ 65.00	
Atlas Fescues	\$ 15.00	\$ 45.00	
Carex vargated	\$ 15.00	45.00	
Juncus	\$ 15.00	\$ 45.00	
Organic Compost (cubic yard)			\$ 110.00
Woodchip Mulch (cubic yard)			\$ 125.00

2. Once a low-bidder has been determined, the Facilities Services Manager will walk the areas that need remedial work to discuss the amount of plants, soils and woodchips to be used. Pricing will be based off of the rates indicated by the chart above.

Note: The bid date is Thursday, September 28th at 3:00pm.

BAYSCAPE



LANDSCAPE MANAGEMENT

Bayscape Landscape Management

Remedial Work

After reviewing the different sites and facilities we felt it was too vague to provide a comprehensive bid for the sites requested.

Our recommendation would be to work with your contractor to help prioritize projects to be upgraded and set up budgets for now and the future to overhaul the existing landscapes.

We have provided some unit prices as requested, however, keep in mind that the renovation projects need to consider demo, disposal, and irrigation.

Regards,

Bayscape Landscape Management



LOCATION WORK SHEET <i>Estimated time for each task</i>	Hall of Justice	COB I	COB II	Annex Building	Parking Structure (RWC)	Total Man Hours/Week
TURF/LAWN						
Mowing/Edging	1 hr	1 hr	1 hr	1 hr	1 hr	
Fertilization						
Obstruction Detailing						
Broadleaf Control						
Aeration						
Over-seeding/Power Raking						
SHRUBS						
Pruning						
Spraying						
Sucker Growth Control						
Fertilization						
GROUNDCOVER						
Detailing						
Manual Weed Control						
Chemical Weed Control						
Snail Bait						
Hypericum Mow						
Fertilization						
TREES TO 15'						
Deciduous Pruning						
Evergreen Pruning						
Spraying						
Sucker Growth Control						
Stake & Tie Inspections						
FLOWER BEDS						
Plant Rotation/Soil Preparation						
Dead/Faded bloom/Foliage/Litter Control						
Died Plant Replacement						
Pest Control						
IRRIGATION						
System Adjustment						
System Repairs						
System Inspection						
System Lateral Lines Flushing						
PAVED AREAS						
Weed Control in						

sidewalks/curbs/gutters	JWC	JWC	JWC	JWC	JWC	JWC
Paved area maintenance of driveways & sidewalks						
LANDSCAPE SITE REVIEW						
Total	1.0	2.0	2.0	1.0	2.0	8.0

LOCATION WORK SHEET <i>Estimated time for each task</i>	Maguire Jall	Law Library	Lathrop House	Child Care Center	Grant Yard	Total Man Hours/Week
TURF/LAWN						
Mowing/Edging						
Fertilization						
Obstruction Detailing						
Broadleaf Control						
Aeration						
Over-seeding/Power Raking						
SHRUBS						
Pruning						
Spraying						
Sucker Growth Control						
Fertilization						
GROUND COVER						
Detailing						
Manual Weed Control						
Chemical Weed Control						
Snail Bait						
Hypericum Mow						
Fertilization						
TREES TO 15'						
Deciduous Pruning						
Evergreen Pruning						
Spraying						
Sucker Growth Control						
Stake & Tie Inspections						
FLOWER BEDS						
Plant Rotation/Soil Preparation						
Dead/Faded bloom/Foliage/Litter Control						
Died Plant Replacement						
Pest Control						
IRRIGATION						
System Adjustment						
System Repairs						
System Inspection						
System Lateral Lines Flushing						
PAVED AREAS						

Weed Control in sidewalks/curbs/gutters	INC	INC	INC	INC	INC	INC
Paved area maintenance of driveways & sidewalks	9	9	9	9	9	9
LANDSCAPE SITE REVIEW						
Total	2.0	1.0	1.0	5.0	1.0	10

LOCATION WORK SHEET <i>Estimated time for each task</i>	Grant Yard	Agriculture Building	Weights & Measures	H.S.A. District Office	Maple Street Jail	Total Man Hours/Week
TURF/LAWN						
Mowing/Edging						
Fertilization						
Obstruction Detailing						
Broadleaf Control						
Aeration						
Over-seeding/Power Raking						
SHRUBS						
Pruning						
Spraying						
Sucker Growth Control						
Fertilization						
GROUNDCOVER						
Detailing						
Manual Weed Control						
Chemical Weed Control						
Snail Bait						
Hypericum Mow						
Fertilization						
TREES TO 15'						
Deciduous Pruning						
Evergreen Pruning						
Spraying						
Sucker Growth Control						
Stake & Tie Inspections						
FLOWER BEDS						
Plant Rotation/Soil Preparation						
Dead/Faded bloom/Foliage/Litter Control						
Died Plant Replacement						
Pest Control						
IRRIGATION						
System Adjustment						
System Repairs						
System Inspection						
System Lateral Lines Flushing						

PAVED AREAS						
Weed Control in sidewalks/curbs/gutters	JWC	JWC	JWC	JWC	JWC	JWC
Paved area maintenance of driveways & sidewalks	∫	∫	∫	∫	∫	∫
LANDSCAPE SITE REVIEW						
Total	1.0	2.0	1.0	2.0	2.0	9.0

LOCATION WORK SHEET <i>Estimated time for each task</i>	EPA Gov't Center	Camp Kemp	Crime Lab	YSC	Elections Registration	Total Man Hours/Week
TURF/LAWN						
Mowing/Edging	∫	∫	∫	∫	∫	∫
Fertilization	∫	∫	∫	∫	∫	∫
Obstruction Detailing						
Broadleaf Control						
Aeration						
Over-seeding/Power Raking						
SHRUBS						
Pruning						
Spraying						
Sucker Growth Control						
Fertilization						
GROUNDCOVER						
Detailing						
Manual Weed Control						
Chemical Weed Control						
Snail Bait						
Hypericum Mow						
Fertilization						
TREES TO 15'						
Deciduous Pruning						
Evergreen Pruning						
Spraying						
Sucker Growth Control						
Stake & Tie Inspections						
FLOWER BEDS						
Plant Rotation/Soil Preparation						
Dead/Faded bloom/Foliage/Litter Control						
Died Plant Replacement						
Pest Control						
IRRIGATION						
System Adjustment						
System Repairs						
System Inspection						

System Lateral Lines Flushing	JNL	JNL	JNL	JNL	JNL	JNL
PAVED AREAS						
Weed Control in sidewalks/curbs/gutters	1	1	1	1	1	1
Paved area maintenance of driveways & sidewalks						
LANDSCAPE SITE REVIEW						
Total	2.0	2.0	1.0	4.0	1.0	15.0

LOCATION WORK SHEET <i>Estimated time for each task</i>	Construct. Services Shop	Children's Receiving Home	Central Library	No County Detention	No County Probation	Total Man Hours/Week
TURF/LAWN						
Mowing/Edging	1	1	1	1	1	1
Fertilization						
Obstruction Detailing						
Broadleaf Control						
Aeration						
Over-seeding/Power Raking						
SHRUBS						
Pruning						
Spraying						
Sucker Growth Control						
Fertilization						
GROUND COVER						
Detailing						
Manual Weed Control						
Chemical Weed Control						
Snail Bait						
Hypericum Mow						
Fertilization						
TREES TO 15'						
Deciduous Pruning						
Evergreen Pruning						
Spraying						
Sucker Growth Control						
Stake & Tie Inspections						
FLOWER BEDS						
Plant Rotation/Soil Preparation						
Dead/Faded bloom/Foliage/Litter Control						
Died Plant Replacement						
Pest Control						
IRRIGATION						
System Adjustment						
System Repairs						

System Inspection	INC	INC	INC	INC	INC	INC
System Lateral Lines Flushing						
PAVED AREAS						
Weed Control in sidewalks/curbs/gutters						
Paved area maintenance of driveways & sidewalks						
LANDSCAPE SITE REVIEW						
Total	1.0	2.0	2.0	1.0	5.0	14.0

LOCATION WORK SHEET <i>Estimated time for each task</i>	San Mateo Med Center	Mike Nevin Clinic	Fair Oaks Med Center	HMB Clinic	SSF Clinic	Total Man Hours/Week
TURF/LAWN						
Mowing/Edging						
Fertilization						
Obstruction Detailing						
Broadleaf Control						
Aeration						
Over-seeding/Power Raking						
SHRUBS						
Pruning						
Spraying						
Sucker Growth Control						
Fertilization						
GROUNDCOVER						
Detailing						
Manual Weed Control						
Chemical Weed Control						
Snail Bait						
Hypericum Mow						
Fertilization						
TREES TO 15'						
Deciduous Pruning						
Evergreen Pruning						
Spraying						
Sucker Growth Control						
Stake & Tie Inspections						
FLOWER BEDS						
Plant Rotation/Soil Preparation						
Dead/Faded bloom/Foliage/Litter Control						
Died Plant Replacement						
Pest Control						
IRRIGATION						

System Adjustment	INC	INC	INC	INC	INC	INC
System Repairs	§	§	§	§	§	§
System Inspection	§	§	§	§	§	§
System Lateral Lines Flushing						
PAVED AREAS						
Weed Control in sidewalks/curbs/gutters	§	§	§	§	§	§
Paved area maintenance of driveways & sidewalks	§	§	§	§	§	§
LANDSCAPE SITE REVIEW						
Total	24	2.0	2.0	1.0	1.0	30

LOCATION WORK SHEET <i>Estimated time for each task</i>	Cordilleras	Canyon Oaks	Serenity House	FATCO	CDF #17	Total Man Hours/Week
TURF/LAWN						
Mowing/Edging	§	§	§	§	§	§
Fertilization						
Obstruction Detailing						
Broadleaf Control						
Aeration						
Over-seeding/Power Raking						
SHRUBS						
Pruning	§	§	§	§	§	§
Spraying						
Sucker Growth Control						
Fertilization						
GROUNDCOVER						
Detailing	§	§	§	§	§	§
Manual Weed Control						
Chemical Weed Control						
Snail Bait						
Hypericum Mow						
Fertilization						
TREES TO 15'						
Deciduous Pruning	§	§	§	§	§	§
Evergreen Pruning						
Spraying						
Sucker Growth Control						
Stake & Tie Inspections						
FLOWER BEDS						
Plant Rotation/Soil Preparation						
Dead/Faded bloom/Foliage/Litter Control						
Died Plant Replacement						
Pest Control						
IRRIGATION						
System Adjustment	§	§	§	§	§	§

System Repairs	INL	INL	INL	INL	INL	INL
System Inspection	f	f	f	f	f	f
System Lateral Lines Flushing						
PAVED AREAS						
Weed Control in sidewalks/curbs/gutters	f	f	f	f	f	f
Paved area maintenance of driveways & sidewalks	f	f	f	f	f	f
LANDSCAPE SITE REVIEW						
Total	4.0	1.0	3.0	1.0	1.0	10.0

ATTACHMENT "A"

SAMPLE AGREEMENT

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND [Contractor name]

*****REMOVE ALL INSTRUCTIONAL NOTES IN RED BEFORE SENDING CONTRACT TO SERVICE PROVIDER)

This Agreement is entered into this ____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and [insert contractor legal name here], hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of [Enter information here].

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment H—HIPAA Business Associate Requirements *(Complete HIPAA checklist if unsure about Business Associate or Non Business Associate; delete this if not needed; contact County Counsel with questions)*
- Attachment I—§ 504 Compliance *(Delete this if not needed)*
- Attachment IP – Intellectual Property *(Complete IP Questionnaire if unsure/delete this if not needed)*

2. Services to be performed by Contractor

ATTACHMENT "B"

County of San Mateo
Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name: Bayscape Landscape Management	Phone: (408) 288-2940
Contact Person: Matt Ellington	Fax: (408) 392-9014
Address: P.O. Box 880, ALVISO, CA 95002	

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
- offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
- Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____(date) and expires on _____(date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)


Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.

N/A

- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

	Tom Ellington
Signature	Name
9-26-17	President
Date	Title

ATTACHMENT "C"

**County of San Mateo
Integrated Pest Management (IPM) Policy**

GOAL

The County of San Mateo (County) seeks to protect the health and safety of its employees and the general public, the environment and water quality, as well as to provide sustainable solutions for pest control, through the reduced use of pesticides on property owned or managed by the County to the maximum extent practicable.

IMPLEMENTATION

1. Employees implementing pest management operations will use Integrated Pest Management (IPM) techniques that emphasize non-pesticide alternatives where feasible and, when necessary, employ the least toxic chemicals. Preference will be given to IPM certified contractors or contractors who implement IPM. County departments and their contractors that apply pesticides will develop and maintain an active IPM Plan to ensure the long-term prevention and suppression of pest problems with minimum negative impacts on the health and safety of the community and environment. The County will track employee and contractor pesticide use and prepare an annual report summarizing pesticide use and evaluating pest control activities performed.
2. The County shall encourage pilot projects to demonstrate landscape and structural pest control alternatives, seeking to use the most recent technology, best management practices and least toxic methods for all pest control measures. Pilot projects should include an objective analysis of the effectiveness of the alternative techniques applied.
3. The County will review its purchasing procedures, contracts or service agreements with pesticide applicators and employee training practices to determine what changes can be made to support the goal of pesticide reduction and promote the purchase and use of the least harmful chemicals.

**AMENDMENT TWO TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
BAYSCAPE LANDSCAPE MANAGEMENT**

THIS AMENDMENT TO THE AGREEMENT, entered into this 6 day of October , 20 20 , by and between the COUNTY OF SAN MATEO, hereinafter called "County," and BAYSCAPE LANDSCAPE MANAGEMENT, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for landscape maintenance and repair services at various County Facilities on November 21, 2017; and extended the agreement term date to November 30, 2021.

WHEREAS, the Facilities Division recently added two new facilities to the portfolio: The Animal Shelter and The North Fair Oaks Parking Lot; and

WHEREAS, the parties agree and wish to amend the Agreement to utilize the one-year renewal option written in the original contract terms; and

WHEREAS, the parties agree and wish to amend the Agreement to increase maximum not to exceed Agreement amount by \$255,000 to a new not to exceed amount of up to \$1,072,976, for continual maintenance services to the County's landscaping for one additional year; and

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:


1. Amend Exhibit A, SERVICE LOCATION List: In consideration of the service locations, as described in Exhibit A, contractor shall be paid \$154,800.00 (one hundred and fifty-four thousand, eight hundred dollars) per the new proposed pricing schedule for annual charges for 20/21. Additionally, contractor shall invoice county for all work performed not covered in the standard monthly service in accordance with the terms of the agreement and at the labor rates indicated below.

2. Amend Exhibit A, SERVICE LOCATION List to now include: The Animal Shelter, located at 12 Airport Blvd in San Mateo, and The North Fair Oaks Parking Lot located at 3070 Middlefield Road in Redwood City:

All other terms and conditions of the agreement dated November 21, 2017, between the County and Contractor shall remain in full force and effect.

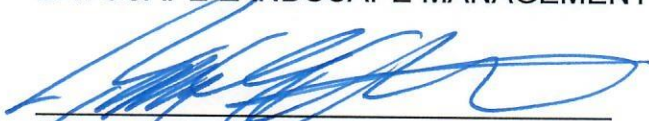
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By:  Resolution No. 077787
President, Board of Supervisor
County of San Mateo

Date: October 6, 2020

BAYSCAPE LANDSCAPE MANAGEMENT


Contractor's Signature

Date: 9/22/20

County of San Mateo ~ Contract Amendment

Contract Number:
SMC Resolution No. 075594

Amendment Number:
1

Agreement between the County of San Mateo and Bayscape Landscape Management

THE AGREEMENT IS CHANGED AS FOLLOWS

Agreement Amount

Original Amount:	Current Amount:	Addition or Reduction:	New Amount:
\$792,976.00	\$792,976.00	\$25,000.00	\$817,976.00

Agreement Term:

Original Start Date:	Original End Date:	New Start Date:	New End Date:
12/1/2017	11/30/2020	12/1/2017	11/30/2020

Paragraph: 3 is hereby added amended as follows:

Paragraph 3: Payments. In no event shall County's total fiscal obligation under this Agreement exceed Eight Hundred Seventeen Thousand Nine Hundred SeventySix and 00/100 dollars.

Other changes:

This change is effective as of: 8/24/20

ALL OTHER PRICES, TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED

DocuSigned by:
Tom Ellington
FC6C078F787F42E...

Contractor Signature

9/2/2020 | 2:09 PM PDT

Date

Tom Ellington

Contractor Name (please print)

DocuSigned by:
Jim Porter
ED6132A358A945F...

Purchasing Agent Signature
(Department Head or Authorized
Designee)
County of San Mateo

9/2/2020 | 2:20 PM PDT

Date

James C. Porter
Purchasing Agent Name
(Department Head or Authorized Designee)
County of San Mateo

Director of Public Works
Purchasing Agent or Authorized Designee Title
(please print)

Certificate Of Completion

Envelope Id: 7E7C45E06FE64F069FD5F77976F963DF
 Subject: R075594_Bayscape Landscape Management -A1
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
 Envelope Originator:
 Oristela Guidos
 400 County Ctr
 Redwood City, CA 94063-1662
 oguidos@smcgov.org
 IP Address: 38.127.225.96

Record Tracking

Status: Original
 8/28/2020 4:01:38 PM
 Holder: Oristela Guidos
 oguidos@smcgov.org
 Location: DocuSign

Signer Events

Tom Ellington
 tome@bayscape.net
 Tom Ellington President
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 FC6C078F787F42E...
 Signature Adoption: Pre-selected Style
 Using IP Address: 107.131.35.161

Timestamp

Sent: 8/28/2020 4:02:46 PM
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 Signed: 9/2/2020 2:09:33 PM

Electronic Record and Signature Disclosure:
 Accepted: 9/2/2020 2:08:26 PM
 ID: f9cf46bb-801e-485f-8a45-7e1c9a47ffac

Jim Porter
 jporter@smcgov.org
 Director of Public Works
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Using IP Address: 104.129.200.69

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 Signed: 9/2/2020 2:20:39 PM

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/2/2020 2:09:34 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	9/2/2020 2:20:31 PM
Signing Complete	Security Checked	9/2/2020 2:20:39 PM
Completed	Security Checked	9/2/2020 2:20:39 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carasoft OBO County of San Mateo (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carasoft OBO County of San Mateo:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevanderson@pacbell.net

To advise Carasoft OBO County of San Mateo of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevanderson@pacbell.net and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Carasoft OBO County of San Mateo

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevanderson@pacbell.net and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carasoft OBO County of San Mateo

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevanderson@pacbell.net and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carasoft OBO County of San Mateo as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carasoft OBO County of San Mateo during the course of my relationship with you.

Landscaping Bids 2017

	1st Year	2nd Year	3rd Year	Total
Bayscape	129,387	131,975	134,614	395,976
Jensen	184,764	190,224	196,020	571,008

Bayscape won the contract based on lowest bid.

SERVICE AND LOCATIONS

1. Facilities, Maintenance & Operations -- annualized (12 month) pricing

FACILITY CODE	LOCATION	ADDRESS	CITY	Oct 2017- Sept 2018	Oct 2018- Sept 2019	Oct 2019- Sept 2020
F18352	EPA Gov't Center	2415 University Ave.	East Palo Alto	\$ 6,588	\$ 6,780	\$ 6,984
F59066	Maguire Jail	330 Bradford St.	Redwood City	\$ 4,392	\$ 4,524	\$ 4,668
F99273	Law Library Cohn Sorenson	710 Hamilton St.	Redwood City	\$ 2,196	\$ 2,256	\$ 2,328
F29111	Agriculture Building	728 Heller St.	Redwood City	\$ 4,392	\$ 4,524	\$ 4,668
F19071	COB I	455 County Center	Redwood City	\$ 6,588	\$ 6,780	\$ 6,984
F19074	COB II	555 County Center	Redwood City	\$ 6,588	\$ 6,780	\$ 6,984
F29081	Annex Building	500 County Center	Redwood City	\$ 2,196	\$ 2,256	\$ 2,328
F19062	Hall of Justice	400 County Center	Redwood City	\$ 3,276	\$ 3,372	\$ 3,480
F09054	FATCO	555 Marshall St.	Redwood City	\$ 1,104	\$ 1,140	\$ 1,164
F09101	Grant Yard	752 Chestnut St.	Redwood City	\$ 4,392	\$ 4,524	\$ 4,668
F99151	Lathrop House	627 Hamilton St.	Redwood City	\$ 2,208	\$ 2,268	\$ 2,340
F99079	Parking Structure	400 Middlefield Rd.	Redwood City	\$ 6,588	\$ 6,780	\$ 6,984
F29091	Weights & Measures	702 Chestnut St.	Redwood City	\$ 2,196	\$ 2,256	\$ 2,328
F19260	HSA Dist. Office	2500 Middlefield Rd	Redwood City	\$ 5,472	\$ 5,640	\$ 5,808
F99075	Child Care Center	401/403 Winslow	Redwood City	\$ 6,588	\$ 6,780	\$ 6,984
F59288	Maple Street Correctional Center	1300 Maple Street	Redwood City	\$ 10,560	\$ 10,872	\$ 11,208
F69415	Camp Kemp	400 Paul Scannell Dr.	San Mateo	\$ 4,392	\$ 4,524	\$ 4,668
F39433	Crime Lab	50 Tower Rd.	San Mateo	\$ 4,392	\$ 4,524	\$ 4,668
F19401	YSC	222 Paul Scannell Dr.	San Mateo	\$ 6,588	\$ 6,780	\$ 6,984
F99421	CDF #17	320 Paul Scannell Dr.	San Mateo	\$ 4,032	\$ 4,152	\$ 4,272
F89522	Elections Registration	40 Tower Rd.	San Mateo	\$ 4,392	\$ 4,524	\$ 4,668
F09531	Construction Service Shop	30 Tower Rd.	San Mateo	\$ 2,736	\$ 2,820	\$ 2,904
F69414	Children's Receiving Home	31 Tower Rd.	San Mateo	\$ 4,392	\$ 4,524	\$ 4,668
F79452	Central Library Building	25 Tower Rd.	San Mateo	\$ 3,276	\$ 3,372	\$ 3,480
F59711	No. County Detention	1050 Mission Rd.	South San Francisco	\$ 6,588	\$ 6,780	\$ 6,984
F19671	No. County Probation	1024 Mission Rd.	South San Francisco	\$ 6,588	\$ 6,780	\$ 6,984
TOTAL				\$ 122,700	\$ 126,312	\$ 130,188

Paul

SERVICE AND LOCATIONS

2. Health and Hospitals -- annualized (12 month) pricing

FACILITY CODE	LOCATION	ADDRESS	CITY	Oct 2017- Sept 2018	Oct 2018- Sept 2019	Oct 2019- Sept 2020
F38321	Mike Nevin Clinic	380 90th St.	Daly City	\$ 6,588	\$ 6,780	\$ 6,984
F38546	Coastside Clinic	225 South Cabrillo Wav. Suite 100	Half Moon Bay	\$ 2,688	\$ 2,772	\$ 2,856
F39121	Cordilleras	200 Edmunds Rd.	Redwood City	\$ 10,956	\$ 11,280	\$ 11,616
F39123	Canyon Oaks	300 Edmunds Rd.	Redwood City	\$ 2,196	\$ 2,256	\$ 2,328
F39258	Fair Oaks Medical Clinic	2710 Middlefield Rd.	Redwood City	\$ 1,644	\$ 1,692	\$ 1,740
F49441	San Mateo Medical Center	222 W. 39th Ave.	San Mateo	\$ 26,028	\$ 26,820	\$ 27,624
F39474	Serenity House	3701 Hacienda St.	San Mateo	\$ 6,588	\$ 6,780	\$ 6,984
F09673	Health Clinic	306 Spruce Street	South San Francisco	\$ 5,376	\$ 5,532	\$ 5,700
			TOTAL	\$ 62,064	\$ 63,912	\$ 65,832

Paul

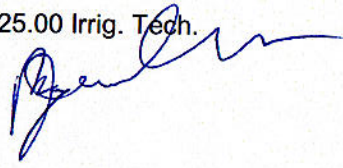
SPECIFICATIONS

1. Service: The County anticipates that the contractor selected for this work will provide services to preserve and sustain the quality of the County's landscape.
2. Contract Term: The term of the County and firm agreement will be three (3) years and is scheduled to begin on October 1, 2017 and terminate on September 30, 2020. The agreement may provide for up to one (1) additional one-year term if both parties agree to the renewal terms.
3. Hourly Rates: Contractor shall provide hourly rates for normal business hours, after hours and holiday and weekend time.
4. Billing: Contractor shall invoice the County using the facility breakdown sheets provided (see Services and Locations table below). Contractor shall provide two separate invoices, one for Facilities, Maintenance & Operations unit and the second for Health and Hospitals unit.

Revised!

EXTRA SERVICES HOURLY RATE: During office hours: \$ 55.00 Gardener / \$ 85.00 Irrig. Tech.

After hours / weekend / holiday: \$ 80.00 Gardener/ \$125.00 Irrig. Tech.



STAFFING:

Total No. of Employees in Firm: Jensen Corporate Holdings

Part-time: 18

Full-time: 320

Office Staff: 22

Total No. of Employees to be assigned to County Landscape Areas:

Supervisors: 2

Part-time: as needed

Full-time: depending on seasonality, 2 or 3

Bidder's Office Hours Monday-Friday: 6 am a.m. to 5 p.m.

SPECIFICATIONS

1. Service: The County anticipates that the contractor selected for this work will provide services to preserve and sustain the quality of the County's landscape.
2. Contract Term: The term of the County and firm agreement will be three (3) years and is scheduled to begin on October 1, 2017 and terminate on September 30, 2020. The agreement may provide for up to one (1) additional one-year term if both parties agree to the renewal terms.
3. Hourly Rates: Contractor shall provide hourly rates for normal business hours, after hours and holiday and weekend time.
4. Billing: Contractor shall invoice the County using the facility breakdown sheets provided (see Services and Locations table below). Contractor shall provide two separate invoices, one for Facilities, Maintenance & Operations unit and the second for Health and Hospitals unit.

EXTRA SERVICES HOURLY RATE:

\$ 65.00 Per Hour

STAFFING:

Total No. of Employees in Firm:

Part-time: 2

Full-time: 80

Office Staff: 15

Total No. of Employees to be assigned to County Landscape Areas:

Supervisors: 1

Part-time: 2

Full-time: 4

Bidder's Office Hours Monday-Friday: 7:00 a.m. to 4:00 p.m.

